



Shelton City Council  
Meeting Agenda  
July 7, 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 (Action)**

1. Voucher number 102393 in the amount of \$3,454.95
2. Vouchers numbered 102394 through 102421 in the amount of \$124,224.20
3. Vouchers numbered 102429 through 102480 in the amount of \$97,047.93
4. Payroll warrants numbered 3877 and 3880 through 5171 through 5217 and 5218 through 5328. Warrants 101925 through 101946 in the amount of \$753,233.75
5. Payroll warrants numbered 3881 and 5329 through 5371 and 5372 through 5478. Warrants 102147 through 102163 and 102164 through 102166 in the amount of \$759,536.00
6. Payroll warrants numbered 3882 and 5479 through 5523 and 5524 through 5629. Warrants 102317 through 102336 in the amount of \$763,050.83
7. Minutes of Regular Business Meeting – January 21, 2020
8. Minutes of Regular Business Meeting – March 3, 2020

**E. Presentation**

1. Residential Owned Communities – Presented by Housing Co-op Development Specialist Miles Nowlin
2. Bullet List of Potential Code Changes – Presented by Community Development Director Mark Ziegler

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

1. Public Hearing – Ordinance No. 1949-0220 Single Room Occupancy – Presented by Community Development Director Mark Ziegler
2. Resolution No. 1160-0620 Master Fee Schedule Update – Presented by City Manager Jeff Niten
3. Resolution No. 1161-0620 Surplus Vehicles – Presented by Police Chief Darrin Moody
4. Resolution No. 1162-0620 Basin 3 Final Sewer Rehabilitation Final Acceptance – Presented by City Engineer Ken Gill
5. Resolution No. 1163-0620 Satellite WWTP Reclaimed Tank Design Contract Amendment No. 1 – Presented by City Engineer Ken Gill
6. Resolution No. 1164-0620 Sewer Comp Plan Contract Amendment No. 1 – Presented by City Engineer Ken Gill

**G. Action Agenda** (Action/Public Comment Taken)

1. Resolution No. 1159-0620 WSDOT 6-Year TIP – Presented by City Engineer Ken Gill
2. MTA Parking Lot Retrofit Project Change Order – Presented by City Engineer Ken Gill
3. Coronavirus Relief Funds for Local Government – Presented by City Manager Jeff Niten

**H. General Public Comment (3-minute time limit)**

**I. Administration Reports**

1. City Manager Report

**J. Announcement of Next Meeting – July 21, 2020 at 6:00 p.m.**

**K. Adjourn**

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





# 2020 Looking Ahead

(Items and dates are subject to change)

Tues. 7/21 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>•</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Ordinance No. 1949-0220 Single Room Occupancy</li> <li>• Resolution No. 1160-0620 Master Fee Schedule Update</li> <li>• Surplus Vehicles &amp; Equipment</li> <li>• Resolution No. 1162-0620 Basin 3 Project Final Acceptance</li> <li>• Resolution No. 1163-0620 Satellite WWTP Reclaimed Water Tank Design Contract Amendment No. 1</li> <li>• Resolution No. 1164-0620 Sewer Comp Plan Contract Amendment No. 1</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: Fri. 7/10 – 5:00 pm
Tues. 8/4 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>• LEAN Process</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>• Master Franchise Agreement - Cable</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: Fri. 7/24 – 5:00 pm
Tues. 8/18 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>•</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>• Stormwater Rates</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Master Franchise Agreement - Cable</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: Fri. 8/7 – 5:00 pm
Tues. 9/1 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul>	Packet Items Due: Fri. 8/21 – 5:00 pm

		Presentations <ul style="list-style-type: none"> <li>•</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>• Ordinance No. 1950-0320 Budget Amendment for 2020</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Stormwater Rates</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	
Tues. 9/15 5:50 p.m.	Regular SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: Fri. 9/4 – 5:00 pm
Tues. 9/15 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>•</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Ordinance No. 1950-0320 Budget Amendment for 2020</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: Fri. 9/4 – 5:00 pm
Tues. 10/6 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>•</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: Fri. 9/25 – 5:00 pm
Tues. 10/20 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>•</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: Fri. 10/9 – 5:00 pm

Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- Outside City Water/Sewer Extensions

Updated 6/30/20

- More Standing Committees by the Council

DRAFT

**VOUCHER APPROVAL**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 102393 in the amount of \$3,454.95 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 12<sup>th</sup> of June, 2020.

*For* John Schnitz Accounting Mgr  
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 Megan Fiess

\_\_\_\_\_  
Councilmember Kathy McDowell

\_\_\_\_\_  
Councilmember Eric Onisko

\_\_\_\_\_  
Councilmember Joe Schmit



Shelton, WA

## Check Register

Packet: APPKT01630 - June 10, 2020 - MAY/2020 Key2Purchase  
Statement Pmt

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01232	KEY2PURCHASE	06/10/2020	Regular	0.00	3,454.95	102393

### Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	3,454.95
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
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>3,454.95</b>

## Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2020	3,454.95
			<u>3,454.95</u>



Shelton, WA

## Check Register

Packet: APPKT01630 - June 10, 2020 - MAY/2020 Key2Purchase  
Statement Pmt

By Check Number

## Check Register

Packet: APPKT01630-June 10, 2020 - MAY/2020 Key2Purchase Statement Pmt

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01232	KEY2PURCHASE	06/10/2020	Regular	0.00	3,454.95	102393
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>MAY/2020</u>	Invoice	05/29/2020	MAY/2020 City Credit Card Charges	0.00	3,454.95	
001-000-000-51160-4200	Communication		05/25/20-Vesta AT&T PreP		33.50	
001-000-000-51250-3100	Office and Operating	19-COVID19	05/18/20-Amzn Mktp Face		97.62	
001-000-000-51310-4900	Miscellaneous	19-COVID19	04/30/20-Zoom.US Standa		163.10	
001-000-000-51310-4900	Miscellaneous		05/13/20-EVENT BEST PRA		35.00	
001-000-000-51310-4900	Miscellaneous		05/12/20-IIMC-NAULT		195.00	
001-000-000-51310-4900	Miscellaneous		05/25/20-Adobe Stock & C		90.28	
001-000-000-51421-3100	Office and Operating		05/05/20-Quill Corp Pink R		107.65	
001-000-000-51430-4907	Miscellaneous-Clerk-Train		04/29/20-CREDIT Public R		-125.00	
001-000-000-51430-4907	Miscellaneous-Clerk-Train		04/29/20-CREDIT Public R		-125.00	
001-000-000-51810-4100	Professional Services/Adv		05/20/20-CREDIT VRBO H		-1,470.72	
001-000-000-51810-4100	Professional Services/Adv		05/20/20-VRBO HACDHHN		1,470.72	
001-000-000-51810-4100	Professional Services/Adv		05/21/20-LinkedIn Subscri		65.09	
001-000-000-51810-4900	Miscellaneous		05/12/20-CREDIT CSA-GG		-59.00	
001-000-000-51810-4900	Miscellaneous		12/04/19-CREDIT VRBO H		-1,509.50	
001-000-000-51810-4900	Miscellaneous		05/21/20-CSA-GGA-DAMA		144.26	
001-000-000-51810-4900	Miscellaneous		05/21/20-CSA-GGA-DAMA		59.00	
001-000-000-51810-4900	Miscellaneous		05/27/20-Zoom.US Standa		151.03	
001-000-000-51810-4900	Miscellaneous		12/04/20-CREDIT VRBO H		-1,450.50	
001-000-000-51861-4907	Central Svs Risk Mgmt-Mi		04/29/20-CREDIT Public R		-125.00	
001-000-000-51861-4907	Central Svs Risk Mgmt-Mi		04/29/20-CREDIT Public R		-125.00	
001-000-000-51888-4900	Miscellaneous	19-COVID19	04/30/20-Zoom.US Standa		163.09	
001-000-000-51890-3115	Office and Operating-Civi		05/20/20-Amazon.com W		18.76	
001-000-000-51890-4815	Repairs and Maintenance		05/20/20-CREDIT Roto Ro		-569.02	
001-000-000-51895-3100	Office and Operating		05/07/20-Amazon.com La		33.26	
001-000-000-51895-3505	Inventoried SmlTools/Mr		05/08/20-DMI Dell Bus On		1,025.98	
001-000-000-51895-4900	Miscellaneous		05/27/20-Zoom.US Standa		151.02	
001-000-000-52122-3100	Office and Operating		05/05/20-Amazon.com O		315.99	
001-000-000-52122-3100	Office and Operating		05/03/20-CRUTCHFIELD.C		217.59	
001-000-000-52122-3100	Office and Operating		05/10/20-Amazon.com Rfl		245.26	
001-000-000-52122-3100	Office and Operating		05/06/20-Amazon Mktp La		148.31	
001-000-000-52122-3100	Office and Operating		05/07/20-Amzn Mktp Rail		27.17	
001-000-000-52122-3100	Office and Operating		05/20/20-Intoxometers Inc		223.31	
001-000-000-52122-3100	Office and Operating		05/06/20-VistaPrint Busin		25.02	
001-000-000-52122-3100	Office and Operating		05/07/20-SUNBIRD SHOPP		22.70	
001-000-000-52122-3200	Gas & Oil		05/22/20-Fred Meyer Fuel		20.18	
001-000-000-52122-3200	Gas & Oil		05/22/20-Fred Meyer Fuel		29.00	
001-000-000-52122-3200	Gas & Oil		05/22/20-Fred Meyer Fuel		28.79	
001-000-000-52122-3500	Small Tools/Equipment		05/08/20-Amzn Mktp SSD		511.63	
001-000-000-52122-3500	Small Tools/Equipment		05/06/20-East County Gun		1,167.30	
001-000-000-52122-3500	Small Tools/Equipment		05/21/20-Renegade Guns		180.00	
001-000-000-52122-4900	Miscellaneous		05/26/20-SQUARE City Ce		70.00	
001-000-000-52140-3200	Gas & Oil		05/13/20-CHEVRON TUM		26.40	
001-000-000-52140-3200	Gas & Oil		05/27/20-CHEVRON TUM		32.56	
001-000-000-52140-3200	Gas & Oil		05/22/20-SHELL OIL ROCH		25.69	
001-000-000-52140-3200	Gas & Oil		05/20/20-CHEVRON TUM		28.95	
001-000-000-52140-3200	Gas & Oil		05/18/20-CHEVRON TUM		20.00	
001-000-000-52140-3200	Gas & Oil		05/06/20-Chevron Fuel-CI		31.05	
001-000-000-52140-3200	Gas & Oil		05/08/20-CHEVRON TUM		39.30	
001-000-000-52140-3200	Gas & Oil		05/05/20-Chevron Fuel-CI		27.70	
001-000-000-52140-3200	Gas & Oil		04/30/20-Chevron Fuel-CI		42.76	
001-000-000-52140-3200	Gas & Oil		05/12/20-CHEVRON TUM		29.88	
001-000-000-52140-4902	Miscellaneous-Operation		04/29/20-CREDIT Public R		-125.00	
001-000-000-52140-4902	Miscellaneous-Operation		05/11/20-Dolan Consultin		145.00	
001-000-000-57680-3100	Office and Operating		05/19/20-Maintex, Inc. Gr		94.02	
401-000-000-53480-3100	Office and Operating		05/14/20-Costco Bus Cent		302.37	
401-000-000-53480-3100	Office and Operating		05/19/20-Maintex, Inc. Gr		94.03	



## Check Register

Packet: APPKT01630-June 10, 2020 - MAY/2020 Key2Purchase Statement Pmt

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>402-400-000-53580-3100</u>		Office and Operating	05/14/20-Costco Bus Cent		302.38	
<u>402-400-000-53580-3500</u>		Small Tools/Equipment	05/06/20-Industrial Safety		659.99	

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	3,454.95
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
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>3,454.95</b>

## Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2020	3,454.95
			<u>3,454.95</u>

## VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 102394 through number 102421 in the amount of \$124,224.20 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 12<sup>th</sup> of June, 2020.

*Ken Schnitz* Accounting Manager  
for Director of Financial Services

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

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Kevin Dorcy

\_\_\_\_\_  
Deputy Mayor Deidre Peterson

\_\_\_\_\_  
Councilmember James Boad

\_\_\_\_\_  
Councilmember Megan Fiess

\_\_\_\_\_  
Councilmember Kathy McDowell

\_\_\_\_\_  
Councilmember Eric Onisko

\_\_\_\_\_  
Councilmember Joe Schmit



Shelton, WA

# Check Register

Packet: APPKT01632 - June 12, 2020 - JUN/2020 AP PACKET

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
002520	AUS WEST LOCKBOX	06/12/2020	Regular	0.00	48.14	102394
005015	BRIGHT KNIGHTS LLC	06/12/2020	Regular	0.00	2,017.00	102395
098000	BUILDERS FIRSTSOURCE	06/12/2020	Regular	0.00	31.06	102396
005900	CAPITAL BUSINESS MACHINES	06/12/2020	Regular	0.00	587.18	102397
006400	CASCADE NATURAL GAS	06/12/2020	Regular	0.00	4,556.69	102398
VEN01728	CLARITY CONSULTING ENGINEERS P	06/12/2020	Regular	0.00	20,771.37	102399
009351	DELAGE LANDEN FINANCIAL SVCS	06/12/2020	Regular	0.00	433.02	102400
009573	DEPT OF ECOLOGY	06/12/2020	Regular	0.00	675.20	102401
009779	DIGITAL ALLY, INC.	06/12/2020	Regular	0.00	395.00	102402
023078	FASTENAL COMPANY	06/12/2020	Regular	0.00	87.04	102403
VEN01406	FERGUSON WATERWORKS	06/12/2020	Regular	0.00	4.09	102404
038820	GILLIS AUTO CENTER, INC.	06/12/2020	Regular	0.00	3,965.81	102405
VEN01299	GRAY & OSBORNE	06/12/2020	Regular	0.00	29,210.24	102406
VEN01327	GREEN LIGHT SOLUTIONS	06/12/2020	Regular	0.00	265.00	102407
062195	INTERSTATE BATTERY OF TACOMA	06/12/2020	Regular	0.00	138.12	102408
VEN01614	JORDAN MORINE	06/12/2020	Regular	0.00	20.00	102409
080980	KENNEDY CREEK QUARRY	06/12/2020	Regular	0.00	851.23	102410
VEN01230	L.N. CURTIS & SONS	06/12/2020	Regular	0.00	1,151.81	102411
085995	LANGUAGE LINE SERVICES	06/12/2020	Regular	0.00	51.20	102412
108050	MASON COUNTY AUDITOR	06/12/2020	Regular	0.00	402.50	102413
018240	OVIVO USA, LLC	06/12/2020	Regular	0.00	5,569.95	102414
151000	P. U. D. # 3	06/12/2020	Regular	0.00	39,045.79	102415
158001	PITNEY BOWES	06/12/2020	Regular	0.00	570.16	102416
009785	PORTER FOSTER RORICK LLP	06/12/2020	Regular	0.00	6,430.00	102417
164899	QWEST DBA CENTURYLINK	06/12/2020	Regular	0.00	846.93	102418
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	06/12/2020	Regular	0.00	5,764.00	102419
202340	UTILITIES UNDERGROUND LOCATIO	06/12/2020	Regular	0.00	70.95	102420
202392	VERIZON WIRELESS	06/12/2020	Regular	0.00	264.72	102421

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	28	0.00	124,224.20
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
	<b>57</b>	<b>28</b>	<b>0.00</b>	<b>124,224.20</b>

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2020	124,224.20
			<u>124,224.20</u>



Shelton, WA

## Check Register

Packet: APPKT01632 - June 12, 2020 - JUN/2020 AP PACKET

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
002520	AUS WEST LOCKBOX	06/12/2020	Regular	0.00	48.14	102394
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1991775436	Invoice	06/03/2020	ACCT #792105973 - LAUNDRY SERVICES	0.00	48.14	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	48.14	
005015	BRIGHT KNIGHTS LLC	06/12/2020	Regular	0.00	2,017.00	102395
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1129	Invoice	06/03/2020	CORRECT PROBLEM OF FAA LIGHT @ TOP	0.00	1,220.41	
401-000-000-53480-4800		Repairs and Maintenance		CORRECT PROBLEM OF FA	1,220.41	
1130	Invoice	06/04/2020	CORRECT PROBLEMS @ THREE MILL OVE	0.00	796.59	
402-400-000-53580-4800		Repairs and Maintenance		CORRECT PROBLEMS @ TH	796.59	
098000	BUILDERS FIRSTSOURCE	06/12/2020	Regular	0.00	31.06	102396
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
81204424	Invoice	06/03/2020	ACCT #671668 - 4X8-18" TEMPERED HAR	0.00	14.35	
101-000-000-54230-3100		Office and Operating		ACCT #671668 - 4X8-18" T	14.35	
81218866	Invoice	06/05/2020	ACCT #671668 - 1/2X8 TITEN MG SCR AN	0.00	16.71	
101-000-000-54230-3100		Office and Operating		ACCT #671668 - 1/2X8 TIT	16.71	
005900	CAPITAL BUSINESS MACHINES	06/12/2020	Regular	0.00	587.18	102397
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV15753	Invoice	06/04/2020	ACCT #4269772-MX3070V & MX4070V-M	0.00	20.93	
001-000-000-51250-4500		Operating Rentals		ACCT #4269772-MX3070V	20.93	
INV16242	Invoice	06/08/2020	ACCT #4264491-CONTRACT #12223-01 M	0.00	312.04	
001-000-000-51423-4500		Operating Rentals		ACCT #4264491-CONTRAC	187.22	
001-000-000-51810-4500		Operating Rentals		ACCT #4264491-CONTRAC	124.82	
INV16243	Invoice	06/08/2020	ACCT #4264491-CONTRACT #12512-01 M	0.00	170.17	
001-000-000-51160-3100		Office and Operating		ACCT #4264491-CONTRAC	42.03	
001-000-000-51310-3100		Office and Operating		ACCT #4264491-CONTRAC	1.92	
001-000-000-51421-3100		Office and Operating		ACCT #4264491-CONTRAC	1.60	
001-000-000-51423-3100		Office and Operating		ACCT #4264491-CONTRAC	5.96	
001-000-000-51430-3100		Office and Operating		ACCT #4264491-CONTRAC	0.48	
001-000-000-51810-3100		Office and Operating		ACCT #4264491-CONTRAC	0.15	
001-000-000-51830-3100		Office and Operating		ACCT #4264491-CONTRAC	5.55	
001-000-000-51888-3100		Office and Operating		ACCT #4264491-CONTRAC	6.81	
001-000-000-51896-3100		Office and Operating		ACCT #4264491-CONTRAC	56.92	
001-000-000-55860-3100		Office and Operating		ACCT #4264491-CONTRAC	43.82	
001-000-000-57320-3100		Office and Operating		ACCT #4264491-CONTRAC	0.20	
001-000-000-57680-3100		Office and Operating		ACCT #4264491-CONTRAC	4.73	
INV16244	Invoice	06/08/2020	ACCT #4264491-CONTRACT #12533-01 M	0.00	84.04	
401-000-000-53480-4501		Operating Rentals - Shop		ACCT #4264491-CONTRAC	84.04	
006400	CASCADE NATURAL GAS	06/12/2020	Regular	0.00	4,556.69	102398



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>MAY/2020</u>	Invoice	06/04/2020	MAY/2020 GAS CHARGES	0.00	4,556.69	
<u>001-000-000-51890-4715</u>	Utility Services-Civic Ctr		ACCT #881 121 0000 8 - SE		100.00	
<u>001-000-000-55430-4700</u>	Utility Services-Animal Sh		ACCT #019 121 0000 3 - SE		73.69	
<u>001-000-000-57250-4700</u>	Utility Services-Library		ACCT #079 121 0000 0 - SE		147.20	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #809 121 0000 7 #A-		17.42	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #909 121 0000 6 #B-		14.69	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #709 121 0000 8 #C-		19.22	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #536 175 0649 7 #D-		22.86	
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #315 383 7201 7 - SE		4,161.61	
VEN01728	CLARITY CONSULTING ENGINEERS P	06/12/2020	Regular	0.00	20,771.37	102399
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1097-A</u>	Invoice	03/26/2020	REF #SHE 20-03 - SHELTON YMCA FULL GY	0.00	20,771.37	
<u>001-000-000-55860-4100</u>	Professional Services/Adv		REF #SHE 20-03 - SHELTON		20,771.37	
009351	DELAGE LANDEN FINANCIAL SVCS	06/12/2020	Regular	0.00	433.02	102400
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>68289237</u>	Invoice	06/06/2020	CONTRACT #25532691 SHARP #MX5070V	0.00	270.91	
<u>001-000-000-51530-4500</u>	Operating Rentals		CONTRACT #25532691 SH		13.54	
<u>001-000-000-51896-4500</u>	Operating Rentals		CONTRACT #25532691 SH		127.33	
<u>001-000-000-55860-4500</u>	Operating Rentals		CONTRACT #25532691 SH		130.04	
<u>68289494</u>	Invoice	06/06/2020	CONTRACT #25536642-SHARP #MX3070V	0.00	162.11	
<u>401-000-000-53480-4501</u>	Operating Rentals - Shop		CONTRACT #25536642-SH		162.11	
009573	DEPT OF ECOLOGY	06/12/2020	Regular	0.00	675.20	102401
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1T000517-015-A</u>	Invoice	06/01/2020	CLEANUP SITE #2295 -"C" ST LANDFILL JA	0.00	675.20	
<u>403-000-000-53780-4103</u>	Prof Services - "C" Street		"C" St. Landfill		675.20	
009779	DIGITAL ALLY, INC.	06/12/2020	Regular	0.00	395.00	102402
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1112840</u>	Invoice	06/01/2020	CUST #SHEWAO-BASE MIRROR W/MOUN	0.00	395.00	
<u>001-000-000-52122-3100</u>	Office and Operating		CUST #SHEWAO-BASE MIR		395.00	
023078	FASTENAL COMPANY	06/12/2020	Regular	0.00	87.04	102403
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>WATUM184484</u>	Invoice	05/28/2020	CUST #WATUM1961- 3-PLY DISPOSABLE	0.00	87.04	
<u>401-000-000-53480-3100</u>	Office and Operating		CUST #WATUM1961- 3-PLY		87.04	
VEN01406	FERGUSON WATERWORKS	06/12/2020	Regular	0.00	4.09	102404
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>SC441491</u>	Invoice	05/31/2020	CUST #146629 - MAY2020 SERVICE CHAR	0.00	4.09	
<u>001-000-000-51890-4915</u>	Miscellaneous-Civic Cent		CUST #146629 - MAY2020		4.09	
038820	GILLIS AUTO CENTER, INC.	06/12/2020	Regular	0.00	3,965.81	102405
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>615962/1</u>	Invoice	05/26/2020	CUST #2440 - DRIVEABILITY & BODY MEC	0.00	950.99	
<u>001-000-000-52122-3110</u>	Office & Operating-Auto		CUST #2440 - DRIVEABILIT		148.09	
<u>001-000-000-52122-4805</u>	Repairs and Maintenance		CUST #2440 - DRIVEABILIT		802.90	
<u>616147/1</u>	Invoice	06/01/2020	CUST #2440 - MULTI-POINT INSPECTION	0.00	616.82	
<u>001-000-000-52122-3110</u>	Office & Operating-Auto		CUST #2440 - MULTI-POIN		370.31	

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001-000-000-52122-4805		Repairs and Maintenance	CUST #2440 - MULTI-POIN	246.51		
616179/1	Invoice	06/02/2020	CUST #2440 - HVAC SYSTEM REPAIRS UTIL	0.00	972.71	
001-000-000-52122-3110		Office & Operating-Auto	CUST #2440 - HVAC SYSTE	460.05		
001-000-000-52122-4805		Repairs and Maintenance	CUST #2440 - HVAC SYSTE	512.66		
616217/1	Invoice	06/03/2020	CUST #2440 - MULTI-POINT INSPECTION I	0.00	1,425.29	
001-000-000-52122-3110		Office & Operating-Auto	CUST #2440 - MULTI-POIN	593.64		
001-000-000-52122-4805		Repairs and Maintenance	CUST #2440 - MULTI-POIN	831.65		
VEN01299	GRAY & OSBORNE	06/12/2020	Regular	0.00	29,210.24	102406
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
18273.00-19	Invoice	05/26/2020	ACCESS SHELTON PH IV WEST	DT-APR 26-	0.00	6,970.83
401-000-000-59434-4101		WATER CAPITAL EXP-Prof	18-WGATE (formerly)	ACCESS SHELTON PH IV W		6,970.83
18286.00-20	Invoice	05/26/2020	PREDESIGN REPORT - WELL 1 REHAB APR		0.00	2,092.30
401-000-000-59434-4100		WATER CAPITAL EXP-Prof	18-WELL1REHAB	PREDESIGN REPORT - WEL		2,092.30
19239.00-17	Invoice	05/26/2020	SEWER COMP PLAN UPDATE APR 26-MAY		0.00	11,333.85
402-500-000-53580-4100		Prof Serv-Comp Plan/Rat		SEWER COMP PLAN UPDA		11,333.85
20213.00-5	Invoice	05/26/2020	2020-2021 ENGINEERING SVCS - APR 26-		0.00	8,813.26
001-000-000-51896-4100		Professional Services/Adv		2020-2021 ENGINEERING		773.55
001-000-000-51896-4100		Professional Services/Adv		ENGINEERING SVCS - APR		688.29
302-000-000-59565-4100		PARKING FACILITIES-Profe	16-MTAPRKLOT	MTA PAVING ENGINEERIN		2,967.87
401-000-000-53480-4100		Professional Services/Adv		ON-SITE CHLORINE & LAYD		4,383.55
VEN01327	GREEN LIGHT SOLUTIONS	06/12/2020	Regular	0.00	265.00	102407
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
8589	Invoice	05/28/2020	CONSULTING SERVICES 05/27/20		0.00	265.00
101-000-000-54264-4100		Prof Services/Advertising		CONSULTING SERVICES 05/		265.00
062195	INTERSTATE BATTERY OF TACOMA	06/12/2020	Regular	0.00	138.12	102408
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
30065508	Invoice	05/28/2020	ACCT #3403 - MTP - 78DT - #19932D		0.00	276.24
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT #3403 - MTP - 78DT -		276.24
CREDIT #1800687	Credit Memo	09/06/2019	ACCT #3403 - MTP - 78DT - #19932D		0.00	-138.12
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT #3403 - MTP - 78DT -		-138.12
VEN01614	JORDAN MORINE	06/12/2020	Regular	0.00	20.00	102409
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SHELL	Invoice	06/06/2020	06/06/20 - SHELL FUEL REIMBURSEMENT		0.00	20.00
001-000-000-52140-3200		Gas & Oil		06/06/20 - SHELL FUEL REI		20.00
080980	KENNEDY CREEK QUARRY	06/12/2020	Regular	0.00	851.23	102410
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6489	Invoice	05/04/2020	05/04/20 - INCOMING VACTOR WASTE TK		0.00	51.24
404-000-000-53180-3100		Office and Operating		05/04/20 - INCOMING VAC		51.24
6515	Invoice	05/05/2020	05/05/20 - INCOMING VACTOR WASTE tkt		0.00	50.00
404-000-000-53180-3100		Office and Operating		05/05/20 - INCOMING VAC		50.00
6544	Invoice	05/06/2020	05/06/20 - INCOMING VACTOR WASTE TK		0.00	50.00
404-000-000-53180-3100		Office and Operating		05/06/20 - INCOMING VAC		50.00
6574	Invoice	05/07/2020	05/07/20 - INCOMING VACTOR WASTE TK		0.00	50.00
404-000-000-53180-3100		Office and Operating		05/07/20 - INCOMING VAC		50.00
6599	Invoice	05/08/2020	05/08/20 - INCOMING VACTOR WASTE TK		0.00	50.00
404-000-000-53180-3100		Office and Operating		05/08/20 - INCOMING VAC		50.00
6636	Invoice	05/12/2020	05/12/20 - INCOMING VACTOR WASTE TK		0.00	50.00



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404-000-000-53180-3100		Office and Operating	05/12/20 - INCOMING VAC		50.00	
6658	Invoice	05/13/2020	05/13/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/13/20 - INCOMING VAC		50.00	
6679	Invoice	05/14/2020	05/14/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/14/20 - INCOMING VAC		50.00	
6707	Invoice	05/15/2020	05/15/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/15/20 - INCOMING VAC		50.00	
6725	Invoice	05/18/2020	05/18/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/18/20 - INCOMING VAC		50.00	
6759	Invoice	05/19/2020	05/19/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/19/20 - INCOMING VAC		50.00	
6784	Invoice	05/20/2020	05/20/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/20/20 - INCOMING VAC		50.00	
6809	Invoice	05/21/2020	05/21/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/21/20 - INCOMING VAC		50.00	
6838	Invoice	05/22/2020	05/22/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/22/20 - INCOMING VAC		50.00	
6887	Invoice	05/27/2020	05/27/20-INCOMING VACTOR WASTE RET	0.00	99.99	
402-400-000-53580-3100		Office and Operating	05/27/20-INCOMING VACT		25.00	
402-400-000-53580-3100		Office and Operating	05/27/20-INCOMING VACT		24.99	
404-000-000-53180-3100		Office and Operating	05/27/20-INCOMING VACT		25.00	
404-000-000-53180-3100		Office and Operating	05/27/20-INCOMING VACT		25.00	
6936	Invoice	05/29/2020	05/29/20 - INCOMING VACTOR WASTE TK	0.00	50.00	
404-000-000-53180-3100		Office and Operating	05/29/20 - INCOMING VAC		50.00	
VEN01230	L.N. CURTIS & SONS	06/12/2020	Regular	0.00	1,151.81	102411
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV392766	Invoice	05/29/2020	CUST #C5463-SX LEVEL IIIA-ORTONA	0.00	1,151.81	
001-000-000-52122-3101	Uniforms		CUST #C5463-SX LEVEL IIIA		1,151.81	
085995	LANGUAGE LINE SERVICES	06/12/2020	Regular	0.00	51.20	102412
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
4826906	Invoice	05/31/2020	ACCT #9020514029-PHONE INTERPRETATI	0.00	6.00	
001-000-000-51250-4106	Interpreter Expenses		ACCT #9020514029-PHON		6.00	
4828288	Invoice	05/31/2020	ACCT #9020535356 - PHONE INTERPRETA	0.00	45.20	
001-000-000-51593-4101	LEGAL - OPD Grant Public		ACCT #9020535356 - PHO		45.20	
108050	MASON COUNTY AUDITOR	06/12/2020	Regular	0.00	402.50	102413
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
138633	Invoice	05/07/2020	MAY/2020 RECORDING DOCUMENTS-FILE	0.00	402.50	
001-000-000-55860-4100	Professional Services/Adv		MAY/2020 RECORDING DO		107.50	
001-000-000-55860-4100	Professional Services/Adv		MAY/2020 RECORDING DO		107.50	
001-000-000-55860-4100	Professional Services/Adv		MAY/2020 RECORDING DO		187.50	
018240	OVIVO USA, LLC	06/12/2020	Regular	0.00	5,569.95	102414
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
8478614	Invoice	05/18/2020	PO #2007 - SAW-AD4 & PARALLEL SHAFT	0.00	5,569.95	
402-400-000-53580-3100	Office and Operating		PO #2007 - SAW-AD4 & PA		5,569.95	
151000	P. U. D. # 3	06/12/2020	Regular	0.00	39,045.79	102415

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>MAY/2020-1</u>	Invoice	06/02/2020	Monthly Service Charges 04/30/20 - 06/0	0.00	39,045.79	
<u>001-000-000-51890-4715</u>	Utility Services-Civic Ctr		ACCT #28249001 - 525 W		2,482.99	
<u>001-000-000-55430-4700</u>	Utility Services-Animal Sh		ACCT #35199001 - 902 W		181.25	
<u>001-000-000-57250-4700</u>	Utility Services-Library		ACCT #35665001 - 710 AL		460.31	
<u>001-000-000-57530-4700</u>	Utility Services-Museum		ACCT #27639001 - 427 RAI		297.05	
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #30003001 - 100 TU		108.53	
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #25911003 - 326 RAI		67.44	
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #32453001 - 1004 FR		91.70	
<u>101-000-000-54263-4700</u>	Utility Services		ACCT #27839002 - 525 W		9,966.39	
<u>101-000-000-54263-4700</u>	Utility Services		ACCT #27837001 - 103 4T		1,891.90	
<u>101-000-000-54264-4700</u>	Utility Services		ACCT #25911002 - 10 WAL		80.51	
<u>101-000-000-54264-4700</u>	Utility Services		ACCT #101001 - 699 RAILR		74.06	
<u>101-000-000-54264-4700</u>	Utility Services		ACCT #35337001 - 623 AL		70.48	
<u>101-000-000-54265-4700</u>	Utility Services		ACCT #26857001 - 310 RAI		28.68	
<u>101-000-000-54270-4700</u>	Utility Services-Roadside		ACCT #250321001 - 1200		85.44	
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #8511001 - 811 1ST		94.84	
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #46051001 - 553 BE		61.88	
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #45451001 - 626 MA		144.75	
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #26729001 - 1100 PI		327.04	
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #35201001 - 1000 PI		1,609.35	
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #277201001 - 1437		199.95	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #26717001 - 1000 PI		119.63	
<u>402-300-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #18515001 - 119 CA		68.92	
<u>402-300-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #47009001 - 498 AS		60.10	
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #30003002 - 100 TU		905.57	
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #259409001 - 1700 F		18,141.36	
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #26551001 - 200 FR		1,425.67	
158001	PITNEY BOWES	06/12/2020	Regular	0.00	570.16	102416
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<u>3311298356</u>	Invoice	05/30/2020	QTR2/2020 ACCT #0016679919 03/30/20	0.00	570.16	
<u>001-000-000-51890-4215</u>	Communication-Civic Cen		QTR2/2020 ACCT #001667		570.16	
009785	PORTER FOSTER RORICK LLP	06/12/2020	Regular	0.00	6,430.00	102417
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<u>111021</u>	Invoice	06/05/2020	MAY/2020 GEN COUNSEL/LEGAL SERVICE	0.00	6,430.00	
<u>001-000-000-51530-4100</u>	Professional Services/Adv		MAY/2020 GEN COUNSEL/		6,430.00	
164899	QWEST DBA CENTURYLINK	06/12/2020	Regular	0.00	846.93	102418
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<u>JUN/2020</u>	Invoice	05/26/2020	ACCT #360-Z26-0219 722B - MAY 26-JUN	0.00	846.93	
<u>401-000-000-53480-4201</u>	Communication - Shop		ACCT #360-Z26-0219 722B		112.41	
<u>402-300-000-53580-4200</u>	Communication		ACCT #360-Z26-0219 722B		56.84	
<u>402-400-000-53580-4200</u>	Communication		ACCT #360-Z26-0219 722B		173.54	
<u>402-400-000-53580-4200</u>	Communication		ACCT #360-Z26-0219 722B		297.29	
<u>402-640-000-53580-4200</u>	Communication		ACCT #360-Z26-0219 722B		206.85	
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	06/12/2020	Regular	0.00	5,764.00	102419
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<u>60128</u>	Invoice	05/05/2020	ACCESS SHELTON-PROFESSIONAL SVCS M	0.00	5,764.00	
<u>001-000-000-51896-4100</u>	Professional Services/Adv		18-ACCESSIIB		2,824.20	
<u>001-000-000-51896-4100</u>	Professional Services/Adv		18-ACCESSIIIA		2,939.80	
202340	UTILITIES UNDERGROUND LOCATIO	06/12/2020	Regular	0.00	70.95	102420

## Check Register

Packet: APPKT01632-June 12, 2020 - JUN/2020 AP PACKET

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0050216</u>	Invoice	05/31/2020	ACCT #100100-MAY/2020	EXCAVATION N	0.00	70.95
<u>401-000-000-53480-4100</u>		Professional Services/Adv		ACCT #100100-MAY/2020	23.65	
<u>402-300-000-53580-4100</u>		Professional Services/Adv		ACCT #100100-MAY/2020	23.65	
<u>404-000-000-53180-4105</u>		Professional Services/Adv		ACCT #100100-MAY/2020	23.65	
202392	VERIZON WIRELESS	06/12/2020	Regular	0.00	264.72	102421
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9855208870</u>	Invoice	05/23/2020	ACCT #242273739-00001	APR 24-MAY 23,	0.00	264.72
<u>001-000-000-52122-4200</u>		Communication		ACCT #242273739-00001	264.72	

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	28	0.00	124,224.20
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
	<b>57</b>	<b>28</b>	<b>0.00</b>	<b>124,224.20</b>

**Fund Summary**

Fund	Name	Period	Amount
999	Pooled Cash	6/2020	124,224.20
			<u>124,224.20</u>



## VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 102429 through number 102480 in the amount of \$97,047.93 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 22<sup>nd</sup> of June, 2020.

  
For Director of Financial Services

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

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Kevin Dorcy

\_\_\_\_\_  
Deputy Mayor Deidre Peterson

\_\_\_\_\_  
Councilmember James Boad

\_\_\_\_\_  
Councilmember Megan Fiess

\_\_\_\_\_  
Councilmember Kathy McDowell

\_\_\_\_\_  
Councilmember Eric Onisko

\_\_\_\_\_  
Councilmember Joe Schmit



Shelton, WA

# Check Register

Packet: APPKT01637 - June 19, 2020 - JUN/2020 AP PACKET

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
000401	A T & T	06/19/2020	Regular	0.00	51.49	102429
001039	AIRGAS, INC	06/19/2020	Regular	0.00	830.15	102430
002982	APP	06/19/2020	Regular	0.00	3,030.98	102431
002520	AUS WEST LOCKBOX	06/19/2020	Regular	0.00	87.74	102432
005900	CAPITAL BUSINESS MACHINES	06/19/2020	Regular	0.00	152.44	102433
VEN02003	CARRIE A. WILLIAMSON	06/19/2020	Regular	0.00	350.00	102434
VEN01812	CENTRAL MASON FIRE & EMS	06/19/2020	Regular	0.00	535.04	102435
008450	COMMUNITY ACTION COUNCIL	06/19/2020	Regular	0.00	36.66	102436
008751	CRYSTAL SPRINGS	06/19/2020	Regular	0.00	80.83	102437
008800	CUT-RATE AUTO PARTS	06/19/2020	Regular	0.00	6.52	102438
009200	DAN RUBINO	06/19/2020	Regular	0.00	22.85	102439
009351	DELAGE LANDEN FINANCIAL SVCS	06/19/2020	Regular	0.00	623.53	102440
010006	DRAGON ANALYTICAL	06/19/2020	Regular	0.00	250.00	102441
023078	FASTENAL COMPANY	06/19/2020	Regular	0.00	771.01	102442
038820	GILLIS AUTO CENTER, INC.	06/19/2020	Regular	0.00	3,493.29	102443
VEN01343	HB JAEGER	06/19/2020	Regular	0.00	256.63	102444
070000	JIM'S AUTO REPAIR & TOWING	06/19/2020	Regular	0.00	92.48	102445
085995	LANGUAGE LINE SERVICES	06/19/2020	Regular	0.00	121.84	102446
098580	MACECOM	06/19/2020	Regular	0.00	41,071.80	102447
113004	MASON COUNTY - UTILITIES/WASTE	06/19/2020	Regular	0.00	10,332.26	102448
	**Void**	06/19/2020	Regular	0.00	0.00	102449
VEN01755	MASON COUNTY GARBAGE	06/19/2020	Regular	0.00	3,208.39	102450
113000	MASON COUNTY TREASURER	06/19/2020	Regular	0.00	64.80	102451
116500	MAYES TESTING ENGINEERS	06/19/2020	Regular	0.00	773.00	102452
132235	MOUNTAIN MIST WATER	06/19/2020	Regular	0.00	70.95	102453
133950	MPH INDUSTRIES INC.	06/19/2020	Regular	0.00	290.56	102454
146933	OFFICE DEPOT	06/19/2020	Regular	0.00	683.07	102455
149976	OTIS ELEVATOR COMPANY	06/19/2020	Regular	0.00	6,189.95	102456
150076	OWEN EQUIPMENT COMPANY	06/19/2020	Regular	0.00	751.43	102457
151000	P. U. D. # 3	06/19/2020	Regular	0.00	110.00	102458
153500	PACIFIC LAMP & SUPPLY CO	06/19/2020	Regular	0.00	462.40	102459
155541	PARAMETRIX, INC.	06/19/2020	Regular	0.00	9,377.50	102460
165704	R & D SUPPLY	06/19/2020	Regular	0.00	409.86	102461
172969	RWC GROUP	06/19/2020	Regular	0.00	89.80	102462
174052	SAN DIEGO POLICE EQUIPMENT CO,	06/19/2020	Regular	0.00	1,793.71	102463
186153	SHELTON GOLDEN RULE GLASS	06/19/2020	Regular	0.00	3,416.32	102464
200531	SHELTON MAIL & SHIP	06/19/2020	Regular	0.00	90.75	102465
188025	SHELTON VETERINARY HOSPITAL	06/19/2020	Regular	0.00	80.00	102466
VEN01947	STANLEY CONVERGENT SECURITY S	06/19/2020	Regular	0.00	182.26	102467
196300	STERICYCLE, INC.	06/19/2020	Regular	0.00	10.36	102468
196341	STEVEN R. BUZZARD	06/19/2020	Regular	0.00	60.00	102469
VEN01315	SYN-TECH SYSTEMS, INC.	06/19/2020	Regular	0.00	399.45	102470
189670	THE SHOPPER	06/19/2020	Regular	0.00	626.80	102471
201255	TOTAL BATTERY & AUTO SUPPLY	06/19/2020	Regular	0.00	45.67	102472
201300	TOZIER BROS INC.	06/19/2020	Regular	0.00	165.22	102473
202195	U.S. BANK N.A.-CUSTODY	06/19/2020	Regular	0.00	32.00	102474
145325	VALVOLINE LLC	06/19/2020	Regular	0.00	111.85	102475
202949	WASHINGTON TRACTOR	06/19/2020	Regular	0.00	3,358.97	102476
203780	WATER MGMNT LABORATORIES INC	06/19/2020	Regular	0.00	928.00	102477
203900	WESMAR COMPANY, INC	06/19/2020	Regular	0.00	603.19	102478
053987	WESTBAY NAPA AUTO PARTS	06/19/2020	Regular	0.00	94.21	102479

Check Register

Packet: APPKT01637-June 19, 2020 - JUN/2020 AP PACKET

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
204123	WHISLER COMMUNICATIONS	06/19/2020	Regular	0.00	369.92	102480

Bank Code APBNK-Main Summary

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	127	51	0.00	97,047.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>127</b>	<b>52</b>	<b>0.00</b>	<b>97,047.93</b>

## Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2020	97,047.93
			<u>97,047.93</u>





Shelton, WA

## Check Register

Packet: APPKT01637 - June 19, 2020 - JUN/2020 AP PACKET

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
000401	A T & T	06/19/2020	Regular	0.00	51.49	102429
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
JUN/2020	Invoice	06/03/2020	ACCT #030 265 9923 001 JUN/2020		51.49	
001-000-000-51890-4215		Communication-Civic Cen		ACCT #030 265 9923 001 J	33.25	
402-400-000-53580-4200		Communication		ACCT #030 265 9923 001 J	18.24	
001039	AIRGAS, INC	06/19/2020	Regular	0.00	830.15	102430
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9100277940	Invoice	04/13/2020	ACCT #2346039 - FLTR 5500 7600 SERS		449.77	
101-000-000-54230-3100		Office and Operating	19-COVID19	ACCT #2346039 - FLTR 550	112.44	
401-000-000-53480-3100		Office and Operating	19-COVID19	ACCT #2346039 - FLTR 550	112.44	
402-400-000-53580-3100		Office and Operating	19-COVID19	ACCT #2346039 - FLTR 550	112.45	
404-000-000-53180-3100		Office and Operating	19-COVID19	ACCT #2346039 - FLTR 550	112.44	
9101815406	Invoice	06/03/2020	ACCT #2346039-BLK SLCN HALF MSK		380.38	
101-000-000-54230-3100		Office and Operating	19-COVID19	ACCT #2346039-BLK SLCN	95.10	
401-000-000-53480-3100		Office and Operating	19-COVID19	ACCT #2346039-BLK SLCN	95.10	
402-400-000-53580-3100		Office and Operating	19-COVID19	ACCT #2346039-BLK SLCN	95.08	
404-000-000-53180-3100		Office and Operating	19-COVID19	ACCT #2346039-BLK SLCN	95.10	
002982	APP	06/19/2020	Regular	0.00	3,030.98	102431
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0207722-IN	Invoice	06/03/2020	CUST #01-7500158 - UNL-87 REG & ULSD		3,030.98	
503-250-000-58900-0001		Inventory-Gas		CUST #01-7500158 - UNL-	3,030.98	
002520	AUS WEST LOCKBOX	06/19/2020	Regular	0.00	87.74	102432
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
001991775434	Invoice	06/03/2020	ACCT #792105972 - LAUNDRY SERVICES		87.74	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	87.74	
005900	CAPITAL BUSINESS MACHINES	06/19/2020	Regular	0.00	152.44	102433
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV16240	Invoice	06/08/2020	ACCT #4264441 - MX 3070N - POLICE		120.37	
001-000-000-52122-4500		Operating Rentals		ACCT #4264441 - MX 3070	120.37	
INV16241	Invoice	06/08/2020	ACCT #4264441 - MX M654N - POLICE		32.07	
001-000-000-52122-4500		Operating Rentals		ACCT #4264441 - MX M65	32.07	
VENO2003	CARRIE A. WILLIAMSON	06/19/2020	Regular	0.00	350.00	102434
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REFUND	Invoice	04/29/2020	REFUND BAIL-CASE #8Z0585897-BLUEBAC		350.00	
657-000-000-58600-0010		Municipal Court Trust		REFUND BAIL-CASE #8Z05	350.00	
VENO1812	CENTRAL MASON FIRE & EMS	06/19/2020	Regular	0.00	535.04	102435
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
155-2020-2938.1	Invoice	05/20/2020	05/19/20 - PATIENT ID #132102753-OTIS		535.04	
001-000-000-52360-4100		Prof Services-Prisoner Me		05/19/20 - PATIENT ID #13	535.04	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
008450	COMMUNITY ACTION COUNCIL	06/19/2020	Regular	0.00	36.66	102436
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>MAY/2020</u>	Invoice	06/10/2020	MAY/2020 SOS PROGRAM CONTRIBUTIO	0.00	36.66	
<u>657-000-000-58600-0014</u>		SOS Contributions		MAY/2020 SOS PROGRAM	36.66	
008751	CRYSTAL SPRINGS	06/19/2020	Regular	0.00	80.83	102437
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>13953534 06062</u>	Invoice	06/06/2020	CUST #629288213953534-WATER & COOL	0.00	80.83	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #629288213953534-	64.52	
<u>401-000-000-53480-4500</u>		Operating Rentals		CUST #629288213953534-	16.31	
008800	CUT-RATE AUTO PARTS	06/19/2020	Regular	0.00	6.52	102438
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>300221702</u>	Invoice	06/13/2020	CUST #34491 - LIGHTS/BULBS	0.00	6.52	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #34491 - LIGHTS/BU	6.52	
009200	DAN RUBINO	06/19/2020	Regular	0.00	22.85	102439
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>93748</u>	Invoice	06/11/2020	06/11/20 - BEST KEYS & 6000B DUPS	0.00	22.85	
<u>001-000-000-52122-3100</u>		Office and Operating		06/11/20 - BEST KEYS & 60	22.85	
009351	DELAGE LANDEN FINANCIAL SVCS	06/19/2020	Regular	0.00	623.53	102440
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>68394278</u>	Invoice	06/06/2020	CONTRACT #25468950-SHARP #MX3070N	0.00	201.98	
<u>001-000-000-52122-4500</u>		Operating Rentals		CONTRACT #25468950-SH	201.98	
<u>68394918</u>	Invoice	06/06/2020	CONTRACT #25482810-SHARP #MXM654	0.00	421.55	
<u>001-000-000-52122-4500</u>		Operating Rentals		CONTRACT #25482810-SH	401.47	
<u>001-000-000-52122-4900</u>		Miscellaneous		CONTRACT #25482810-SH	20.08	
010006	DRAGON ANALYTICAL	06/19/2020	Regular	0.00	250.00	102441
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>200608-01</u>	Invoice	06/09/2020	06/09/20-COLIFORM BACTERIA ANALYSIS-	0.00	250.00	
<u>401-000-000-53480-4100</u>		Professional Services/Adv		06/09/20-COLIFORM BACT	250.00	
023078	FASTENAL COMPANY	06/19/2020	Regular	0.00	771.01	102442
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>WATUM184583</u>	Invoice	06/02/2020	CUST #WATUM1962 - LG SAFETY VEST LI	0.00	771.01	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST #WATUM1962 - LG S	771.01	
038820	GILLIS AUTO CENTER, INC.	06/19/2020	Regular	0.00	3,493.29	102443
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>506108</u>	Invoice	04/07/2020	CUST #2440 - RESERVOIR-WINDSHIELD	0.00	39.45	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - RESERVOIR-	39.45	
<u>615494/1</u>	Invoice	05/04/2020	CUST #2440 - MULTI-POINT INSPECTION I	0.00	60.38	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - MULTI-POIN	41.72	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		CUST #2440 - MULTI-POIN	18.66	
<u>616264/1</u>	Invoice	06/05/2020	CUST #2440 - MULTI-POINT INSPECTION	0.00	1,212.18	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - MULTI-POIN	742.75	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		CUST #2440 - MULTI-POIN	469.43	
<u>616295/1</u>	Invoice	06/08/2020	CUST #2440 - MULTI-POINT INSPECTION P	0.00	2,136.70	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - MULTI-POIN	953.29	



## Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-000-000-52122-4805		Repairs and Maintenance	CUST #2440 - MULTI-POIN	1,183.41		
616441/1	Invoice	06/12/2020	CUST #2440 - MULTI-POINT INSPECTION F	0.00	44.58	
001-000-000-52122-3110		Office & Operating-Auto	CUST #2440 - MULTI-POIN	25.92		
001-000-000-52122-4805		Repairs and Maintenance	CUST #2440 - MULTI-POIN	18.66		
VEN01343	HB JAEGER	06/19/2020	Regular	0.00	256.63	102444
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
27163/3	Credit Memo	02/07/2019	CUST #CITSHE- 4" FLXFL AFC 2500 R/W GA	0.00	-58.59	
402-400-000-53580-3100		Office and Operating		CUST #CITSHE- 4" FLXFL AF	-58.59	
U2016019832	Invoice	05/09/2020	CUST #CITSHE- 4/10 HP ZOELLER N152 PU	0.00	315.22	
402-400-000-53580-3100		Office and Operating		CUST #CITSHE- 4/10 HP ZO	315.22	
070000	JIM'S AUTO REPAIR & TOWING	06/19/2020	Regular	0.00	92.48	102445
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
30881	Invoice	06/07/2020	CITY IMPOUND - TOWING LICENSE #BPA2	0.00	92.48	
001-000-000-52122-4100		Patrol-Professional Servic		CITY IMPOUND - TOWING	92.48	
085995	LANGUAGE LINE SERVICES	06/19/2020	Regular	0.00	121.84	102446
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4828645	Invoice	05/31/2020	ACCT #9020543108-PHONE INTERPRETATI	0.00	121.84	
001-000-000-52122-4100		Patrol-Professional Servic		ACCT #9020543108-PHON	121.84	
098580	MACECOM	06/19/2020	Regular	0.00	41,071.80	102447
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
480	Invoice	07/01/2020	CUST #73 - QTR3/2020 USER FEES	0.00	41,071.80	
001-000-000-52122-4104		Professional Serv-Dispatc		CUST #73 - QTR3/2020 US	41,071.80	
113004	MASON COUNTY - UTILITIES/WASTE	06/19/2020	Regular	0.00	10,332.26	102448
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
001414	Invoice	11/30/2017	CUST #SW-C022 LITTER-NOV/2017 TICKET	0.00	62.84	
101-000-000-54261-4101		STREETS-Sidewalks - Cou		CUST #SW-C022 LITTER-N	7.85	
101-000-000-54261-4101		STREETS-Sidewalks - Cou		CUST #SW-C022 LITTER-N	7.86	
101-000-000-54261-4101		STREETS-Sidewalks - Cou		CUST #SW-C022 LITTER-N	7.86	
101-000-000-54261-4101		STREETS-Sidewalks - Cou		CUST #SW-C022 LITTER-N	7.86	
101-000-000-54271-4101		STREETS-Roadside/Street		CUST #SW-C022 LITTER-N	7.86	
101-000-000-54271-4101		STREETS-Roadside/Street		CUST #SW-C022 LITTER-N	7.85	
101-000-000-54271-4101		STREETS-Roadside/Street		CUST #SW-C022 LITTER-N	7.85	
101-000-000-54271-4101		STREETS-Roadside/Street		CUST #SW-C022 LITTER-N	7.85	
004270	Invoice	06/30/2020	CUST #SW-C022 2019 CLEAN UP-MAY202	0.00	343.41	
402-400-000-53580-4105		SEWER-County Landfill Fe		CUST #SW-C022 2019 CLE	343.41	
004271	Invoice	06/30/2020	CUST #SW-C035 STREET- MAY/2020 TICKE	0.00	139.81	
101-000-000-54230-4101		STREETS-Road/St-County		CUST #SW-C035 STREET-	63.60	
101-000-000-54271-4100		Roadside/Street-Prof Svcs		CUST #SW-C035 STREET-	76.21	
PINK TKT #44995	Invoice	06/29/2016	PINK TKT #44995 06/29/2016	0.00	18.43	
401-000-000-53480-4106		WATER-County Landfill Fe		PINK TKT #44995 06/29/2	18.43	
PINK TKT #44998	Invoice	06/29/2016	PINK TKT #44998 06/29/2016	0.00	11.98	
401-000-000-53480-4106		WATER-County Landfill Fe		PINK TKT #44998 06/29/2	11.98	
PINK TKT #45793	Invoice	08/08/2016	PINK TKT #45793 08/08/2016	0.00	24.95	
401-000-000-53480-4106		WATER-County Landfill Fe		PINK TKT #45793 08/08/2	24.95	
TKT #120271	Invoice	08/01/2019	CUST #SW-C021 CIVIC CTR-AUG/2019 TIC	0.00	45.37	
001-000-000-52122-4100		Patrol-Professional Servic		CUST #SW-C021 CIVIC CTR	45.37	
TKT #121272	Invoice	08/05/2019	CUST #SW-C021 CIVIC CTR-AUG/2019 TIC	0.00	47.91	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>001-000-000-52122-4100</u>		Patrol-Professional Serv	CUST #SW-C021 CIVIC CTR		47.91	
TKT #124408	Invoice	08/19/2019	CUST #SW-C035 STREET- 08/19/19 TKT #1	0.00	52.59	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 0		52.59	
TKT #145195	Invoice	12/03/2019	CUST #SW-C035 STREET- 12/03/19 TKT #1	0.00	22.31	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 1		22.31	
TKT #146493	Invoice	12/11/2019	CUST #SW-C022 2019 CLEAN UP-DEC/201	0.00	101.90	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C022 2019 CLE		101.90	
TKT #147356	Invoice	12/16/2019	CUST #SW-C022 2019 CLEAN UP-DEC/201	0.00	16.73	
<u>001-000-000-51890-4115</u>		Professional Serv/Adverti	CUST #SW-C022 2019 CLE		16.73	
TKT #148778	Invoice	12/27/2019	CUST #SW-C035 STREET- 12/27/19 TKT #1	0.00	73.20	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 1		73.20	
TKT #149659	Invoice	12/31/2019	CUST #SW-C022 2019 CLEAN UP-DEC/201	0.00	16.73	
<u>001-000-000-51890-4115</u>		Professional Serv/Adverti	CUST #SW-C022 2019 CLE		16.73	
TKT #150334	Invoice	01/03/2020	CUST #SW-C035 STREET- 01/03/20 TKT #1	0.00	37.57	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 0		37.57	
TKT #151454	Invoice	01/10/2020	CUST #SW-C022 2019 CLEAN UP-JAN/202	0.00	184.43	
<u>402-640-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C022 2019 CLE		184.43	
TKT #151911	Invoice	01/13/2020	CUST #SW-C022 2019 CLEAN UP-JAN/202	0.00	92.21	
<u>402-640-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C022 2019 CLE		92.21	
TKT #152197	Invoice	01/16/2020	CUST #SW-C022 2019 CLEAN UP-JAN/202	0.00	107.05	
<u>402-640-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C022 2019 CLE		107.05	
TKT #152792	Invoice	01/21/2020	CUST #SW-C022 2019 CLEAN UP-JAN/202	0.00	17.20	
<u>001-000-000-51890-4115</u>		Professional Serv/Adverti	CUST #SW-C022 2019 CLE		17.20	
TKT #152997	Invoice	01/22/2020	CUST #SW-C022 2019 CLEAN UP-JAN/202	0.00	755.73	
<u>402-300-000-53580-4900</u>		Miscellaneous	CUST #SW-C022 2019 CLE		755.73	
TKT #153026	Invoice	01/22/2020	CUST #SW-C030 SEWER - 01/22/20 TKT #	0.00	769.51	
<u>402-300-000-53580-4900</u>		Miscellaneous	CUST #SW-C030 SEWER - 0		769.51	
TKT #153058	Invoice	01/22/2020	CUST #SW-C022 2019 CLEAN UP-JAN/202	0.00	1,132.01	
<u>402-300-000-53580-4900</u>		Miscellaneous	CUST #SW-C022 2019 CLE		1,132.01	
TKT #153087	Invoice	01/22/2020	CUST #SW-C022 2019 CLEAN UP-JAN/202	0.00	940.16	
<u>402-300-000-53580-4900</u>		Miscellaneous	CUST #SW-C022 2019 CLE		940.16	
TKT #154895	Invoice	02/03/2020	CUST #SW-C035 STREET- 02/03/20 TKT #1	0.00	76.31	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 0		76.31	
TKT #158098	Invoice	02/21/2020	CUST #SW-C035 STREET- 02/21/20 TKT #1	0.00	80.56	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 0		80.56	
TKT #160230	Invoice	03/04/2020	CUST #SW-C030 SEWER - 03/04/20 TKT #	0.00	797.07	
<u>402-300-000-53580-4900</u>		Miscellaneous	CUST #SW-C030 SEWER - 0		797.07	
TKT #160251	Invoice	03/04/2020	CUST #SW-C030 SEWER - 03/04/20 TKT #	0.00	762.09	
<u>402-300-000-53580-4900</u>		Miscellaneous	CUST #SW-C030 SEWER - 0		762.09	
TKT #160331	Invoice	03/04/2020	CUST #SW-C022 2019 CLEAN UP-MAR/20	0.00	933.80	
<u>402-400-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C022 2019 CLE		933.80	
TKT #161521	Invoice	03/11/2020	CUST #SW-C035 STREET- 03/11/20 TKT #1	0.00	63.60	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 0		63.60	
TKT #163283	Invoice	03/20/2020	CUST #SW-C035 STREET- 03/20/20 TKT #1	0.00	21.20	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 0		21.20	
TKT #165552	Invoice	04/03/2020	CUST #SW-C030 SEWER - 04/03/20 TKT #	0.00	461.07	
<u>402-400-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C030 SEWER - 0		461.07	
TKT #165593	Invoice	04/03/2020	CUST #SW-C030 SEWER - 04/03/20 TKT #	0.00	513.01	
<u>402-400-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C030 SEWER - 0		513.01	
TKT #165649	Invoice	04/03/2020	CUST #SW-C030 SEWER - 04/03/20 TKT #	0.00	399.60	
<u>402-400-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C030 SEWER - 0		399.60	
TKT #167459	Invoice	04/13/2020	CUST #SW-C035 STREET- 04/13/20 TKT #1	0.00	54.06	



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<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 0		54.06	
TKT #170720	Invoice	04/27/2020	CUST #SW-C035 STREET- 04/27/20 TKT #1	0.00	49.82	
<u>401-000-000-53480-4106</u>		WATER-County Landfill Fe	CUST #SW-C035 STREET- 0		49.82	
TKT #170852	Invoice	04/28/2020	CUST #SW-C030 SEWER - 04/28/20 TKT #	0.00	350.84	
<u>402-400-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C030 SEWER - 0		350.84	
TKT #179024	Invoice	06/02/2020	CUST #SW-C022 2019 CLEAN UP-JUN/202	0.00	366.73	
<u>402-400-000-53580-4105</u>		SEWER-County Landfill Fe	CUST #SW-C022 2019 CLE		366.73	
TKT #179421	Invoice	06/04/2020	CUST #SW-C030 SEWER - 06/04/20 TKT #	0.00	277.70	
<u>402-300-000-53580-4900</u>		Miscellaneous	CUST #SW-C030 SEWER - 0		277.70	
TKT #179923	Invoice	06/05/2020	CUST #SW-C035 STREET- 06/05/20 TKT #1	0.00	41.37	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 0		41.37	
TKT #27722	Invoice	04/11/2018	CUST #SW-M075-APR/2018 TKT #27722 0	0.00	15.60	
<u>001-000-000-51890-4915</u>		Miscellaneous-Civic Cent	CUST #SW-M075-APR/201		15.60	
TKT #64671	Invoice	10/05/2018	CUST #SW-C035 STREET- 10/05/18 TKT #6	0.00	53.80	
<u>101-000-000-54230-4101</u>		STREETS-Road/St-County	CUST #SW-C035 STREET- 1		53.80	
VEN01755	**Void**	06/19/2020	Regular	0.00	0.00	102449
	MASON COUNTY GARBAGE	06/19/2020	Regular	0.00	3,208.39	102450
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>APR/2020</u>	Invoice	06/19/2020	APR/2020 DEBT COLLECTION AGREEMEN	0.00	1,647.60	
<u>657-000-000-58940-0000</u>		Mason County Garbage C		APR/2020 DEBT COLLECTI	1,647.60	
<u>MAY/2020</u>	Invoice	06/19/2020	MAY/2020 DEBT COLLECTION AGREEMEN	0.00	1,560.79	
<u>657-000-000-58940-0000</u>		Mason County Garbage C		MAY/2020 DEBT COLLECTI	1,560.79	
113000	MASON COUNTY TREASURER	06/19/2020	Regular	0.00	64.80	102451
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>MAY/2020</u>	Invoice	06/10/2020	MAY/2020 CVC MUNI COURT	0.00	64.80	
<u>657-000-000-58600-0005</u>		CVC Fines & Forfeits		MAY/2020 CVC MUNI COU	64.80	
116500	MAYES TESTING ENGINEERS	06/19/2020	Regular	0.00	773.00	102452
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>TD64237</u>	Invoice	05/18/2020	PO #WO M006-20-MTA PARKING LOT	0.00	773.00	
<u>001-000-000-51896-4100</u>		Professional Services/Adv	16-MTAPRKLOT	PO #WO M006-20-MTA PA	773.00	
132235	MOUNTAIN MIST WATER	06/19/2020	Regular	0.00	70.95	102453
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>003489172</u>	Invoice	05/27/2020	ACCT #074484 - PACKAGED WATER	0.00	10.84	
<u>401-000-000-53480-3101</u>		Office & Operating - Shop		ACCT #074484 - PACKAGE	10.84	
<u>003489176</u>	Invoice	05/27/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	4.62	
<u>001-000-000-55430-3100</u>		Office and Operating		ACCT #088436 - WATER &	4.62	
<u>003493492</u>	Invoice	05/29/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	18.50	
<u>001-000-000-51310-3100</u>		Office and Operating		ACCT #088436 - WATER &	18.50	
<u>003493493</u>	Invoice	05/29/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	4.62	
<u>001-000-000-51250-3100</u>		Office and Operating		ACCT #088436 - WATER &	4.62	
<u>003493494</u>	Invoice	05/29/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	32.37	
<u>001-000-000-52122-3100</u>		Office and Operating		ACCT #088436 - WATER &	32.37	
133950	MPH INDUSTRIES INC.	06/19/2020	Regular	0.00	290.56	102454
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>6011581</u>	Invoice	05/29/2020	CUST #985841-CAR #50-REMOTE, BEEIII	0.00	290.56	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #985841-CAR #50-RE	290.56	

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146933	OFFICE DEPOT	06/19/2020	Regular	0.00	683.07	102455
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>477938988002</u>	Invoice	05/14/2020	ACCT #28972108-ORGANIZER, DESK, BLA	0.00	13.05	
<u>001-000-000-51895-3100</u>		Office and Operating		ACCT #28972108-ORGANI	13.05	
<u>494401454001</u>	Invoice	05/18/2020	ACCT #28972108-PAPER, COPY 10-REAMS	0.00	549.28	
<u>001-000-000-51830-3100</u>		Office and Operating		ACCT #28972108-PAPER, C	82.39	
<u>001-000-000-51895-3100</u>		Office and Operating		ACCT #28972108-PAPER, C	120.84	
<u>001-000-000-51896-3100</u>		Office and Operating		ACCT #28972108-PAPER, C	115.35	
<u>001-000-000-55860-3100</u>		Office and Operating		ACCT #28972108-PAPER, C	186.76	
<u>001-000-000-57120-3100</u>		Office and Operating		ACCT #28972108-PAPER, C	21.97	
<u>001-000-000-57550-3100</u>		Office and Operating		ACCT #28972108-PAPER, C	21.97	
<u>505386900001</u>	Invoice	06/04/2020	ACCT #28972108-PAPER	0.00	120.74	
<u>001-000-000-51421-3100</u>		Office and Operating		ACCT #28972108-PAPER	48.30	
<u>001-000-000-51423-3100</u>		Office and Operating		ACCT #28972108-PAPER	48.29	
<u>001-000-000-51810-3100</u>		Office and Operating		ACCT #28972108-PAPER	24.15	
149976	OTIS ELEVATOR COMPANY	06/19/2020	Regular	0.00	6,189.95	102456
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SSO15636001</u>	Invoice	05/22/2020	CUST #396737-FIRE STATION CATEGORY 5	0.00	6,189.95	
<u>001-000-000-52250-4800</u>		Repairs and Maintenance		CUST #396737-FIRE STATIO	6,189.95	
150076	OWEN EQUIPMENT COMPANY	06/19/2020	Regular	0.00	751.43	102457
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>00097945</u>	Invoice	06/01/2020	ACCT #35941-NOZZLE ASSY & PIPE ASSY #	0.00	751.43	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #35941-NOZZLE ASS	751.43	
151000	P. U. D. # 3	06/19/2020	Regular	0.00	110.00	102458
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>25911005</u>	Invoice	06/04/2020	ACCT #25911005 - 631 W DAYTON AIRPO	0.00	49.51	
<u>402-640-000-53580-4700</u>		Utility Services-Sewer Sat		ACCT #25911005 - 631 W	49.51	
<u>277201002</u>	Invoice	06/04/2020	ACCT #277201002-51 W PUBLIC WORKS	0.00	60.49	
<u>401-000-000-53480-4700</u>		Utility Services-Water		ACCT #277201002-51 W P	60.49	
153500	PACIFIC LAMP & SUPPLY CO	06/19/2020	Regular	0.00	462.40	102459
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>814090</u>	Invoice	05/21/2020	CUST #23733-1 - LRB T8-14	0.00	462.40	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #23733-1 - LRB T8-1	462.40	
155541	PARAMETRIX, INC.	06/19/2020	Regular	0.00	9,377.50	102460
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>19333</u>	Invoice	06/08/2020	WATER SCADA PROF ENGR - THRU 05/30/	0.00	7,360.00	
<u>401-300-000-59434-6430</u>		Water SCADA OperSyste		WATER SCADA PROF ENGR	7,360.00	
<u>19334</u>	Invoice	06/08/2020	SEWER SCADA PROF ENGR -THRU 05/30/	0.00	2,017.50	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		SEWER SCADA PROF ENGR	2,017.50	
165704	R & D SUPPLY	06/19/2020	Regular	0.00	409.86	102461



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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
232594	Invoice	05/28/2020	CUST #60CS18 - MISC CUSTODIAL SUPPLI	0.00	409.86	
001-000-000-51890-3115	Office and Operating-Civi		CUST #60CS18 - MISC. CUS		341.57	
001-000-000-57250-3100	Office and Operating		CUST #60CS18 - MISC. CUS		9.18	
401-000-000-53480-3101	Office & Operating - Shop		CUST #60CS18 - MISC. CUS		47.25	
402-400-000-53580-3100	Office and Operating		CUST #60CS18 - MISC. CUS		11.86	
172969	RWC GROUP	06/19/2020	Regular	0.00	89.80	102462
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
172126M	Invoice	06/09/2020	ACCT #CIT74450-SPRING AIR #00050D	0.00	89.80	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		ACCT #CIT74450-SPRING A		89.80	
174052	SAN DIEGO POLICE EQUIPMENT CO,	06/19/2020	Regular	0.00	1,793.71	102463
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
642865	Invoice	06/04/2020	CUST #842-MISC PARTS / SUPPLIES	0.00	1,793.71	
001-000-000-52122-3100	Office and Operating		CUST #842-MISC PARTS / S		1,793.71	
186153	SHELTON GOLDEN RULE GLASS	06/19/2020	Regular	0.00	3,416.32	102464
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
4232	Invoice	06/12/2020	CUSTOMER SERVICE COUNTER W/ TEMPE	0.00	3,416.32	
001-000-000-51890-4115	Professional Serv/Adverti	19-COVID19	CUSTOMER SERVICE COUN		3,416.32	
200531	SHELTON MAIL & SHIP	06/19/2020	Regular	0.00	90.75	102465
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
01-03-20	Invoice	01/03/2020	NO INVOICE #-METERED MAIL 12/17/19	0.00	22.11	
001-000-000-52122-4200	Communication		NO INVOICE #-METERED		22.11	
06-01-20	Invoice	06/01/2020	06/01/20-PACKAGES SHIPPED ON 05/11/	0.00	68.64	
001-000-000-52122-4200	Communication		PKG #9100 - PRINT LAB 05		20.74	
001-000-000-52122-4200	Communication		PKG #9101 - WSP CRIME L		20.74	
001-000-000-52122-4200	Communication		PKG #9122- WSP CRIME LA		27.16	
188025	SHELTON VETERINARY HOSPITAL	06/19/2020	Regular	0.00	80.00	102466
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
598567	Invoice	04/15/2020	ACCT #35809 - CITY SPAY/COLVIN, BECCI	0.00	40.00	
001-000-000-55430-4100	Professional Services/Adv		ACCT #35809 - CITY SPAY/		40.00	
598568	Invoice	04/01/2020	ACCT #35809 - CITY SPAY/MCVEIGH, CHRI	0.00	40.00	
001-000-000-55430-4100	Professional Services/Adv		ACCT #35809 - CITY SPAY/		40.00	
VEN01947	STANLEY CONVERGENT SECURITY S	06/19/2020	Regular	0.00	182.26	102467
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
17523466	Invoice	06/01/2020	ACCT #2234657817-MONITORING @ WIL	0.00	97.56	
001-000-000-57250-4100	Professional Services/Adv		ACCT #2234657817-MONI		97.56	
17534369	Invoice	06/01/2020	ACCT #2234657436-MONITORING @ TIM	0.00	84.70	
001-000-000-57250-4100	Professional Services/Adv		ACCT #2234657436-MONI		84.70	
196300	STERICYCLE, INC.	06/19/2020	Regular	0.00	10.36	102468
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3005126380	Invoice	05/31/2020	CUST #6060343 MAY/2020 ON CALL SERVI	0.00	10.36	
001-000-000-52122-4100	Patrol-Professional Servic		CUST #6060343 MAY/2020		10.36	
196341	STEVEN R. BUZZARD	06/19/2020	Regular	0.00	60.00	102469

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
JUN15/2020	Invoice	06/15/2020	JUN15/2020 JUDGE PRO TEM SERVICES	0.00	60.00	
001-000-000-51250-4101	Judge Pro-Tem		JUN15/2020 JUDGE PRO T		60.00	
VEN01315	SYN-TECH SYSTEMS, INC.	06/19/2020	Regular	0.00	399.45	102470
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
205575	Credit Memo	04/15/2020	ACCT #SHELWA-FMU3505+G-CAR #808	0.00	-54.40	
001-000-000-52122-3110	Office & Operating-Auto		ACCT #SHELWA-FMU3505		-54.40	
207489	Invoice	06/04/2020	ACCT #SHELWA-FMU3505+G-CAR #18	0.00	453.85	
001-000-000-52122-3110	Office & Operating-Auto		ACCT #SHELWA-FMU3505		453.85	
189670	THE SHOPPER	06/19/2020	Regular	0.00	626.80	102471
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
41444	Invoice	05/29/2020	8 REAMS #24 LIGHT COCKLE BOND	0.00	368.29	
401-000-000-53480-3100	Office and Operating		8 REAMS #24 LIGHT COCKL		368.29	
41452	Invoice	05/29/2020	CUT VINYL LETTERS	0.00	42.16	
001-000-000-51890-3115	Office and Operating-Civi	19-COVID19	CUT VINYL LETTERS		42.16	
41514	Invoice	06/04/2020	JOB #DP17201-#10 WINDOW ENVELOPES	0.00	216.35	
001-000-000-51423-4100	Professional Services/Adv		JOB #DP17201-#10 WIND		216.35	
201255	TOTAL BATTERY & AUTO SUPPLY	06/19/2020	Regular	0.00	45.67	102472
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
808914	Invoice	06/03/2020	TIES, CABLE 14" & FUNNEL DOUBLE CAP	0.00	45.67	
503-000-000-54865-3101	Vehicle Supplies		TIES, CABLE 14" & FUNNEL		23.81	
503-000-000-54865-3103	Vehicle Supp-EM&R Vehic		TIES, CABLE 14" & FUNNEL		15.87	
503-000-000-54865-3500	Small Tools/Equipment		TIES, CABLE 14" & FUNNEL		5.99	
201300	TOZIER BROS INC.	06/19/2020	Regular	0.00	165.22	102473
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
444200	Invoice	06/01/2020	CUST #20090 - NUTS & BOLTS	0.00	2.82	
001-000-000-57680-3100	Office and Operating		CUST #20090 - NUTS & BO		2.82	
444201	Invoice	06/01/2020	CUST #20090 - HOLDER, L. RATCHET	0.00	27.73	
001-000-000-57680-3100	Office and Operating		CUST #20090 - HOLDER, L.		27.73	
444288	Invoice	06/04/2020	CUST #20090 - PROPANE	0.00	15.14	
402-400-000-53580-3200	Gas & Oil		CUST #20090 - PROPANE		15.14	
444303	Invoice	06/05/2020	CUST #20090 - COVER FLAT PLASTIC-CLOC	0.00	13.90	
001-000-000-51890-3121	Office & Oper - Clock Tow		CUST #20090 - COVER FLA		13.90	
444305	Invoice	06/05/2020	CUST #20090 - FILTER, OIL & PLUG, SPARK	0.00	45.66	
402-400-000-53580-3100	Office and Operating		CUST #20090 - FILTER, OIL		45.66	
444306	Invoice	06/05/2020	CUST #20090 - HON OIL, ENGINE-LAWNM	0.00	15.21	
402-400-000-53580-3100	Office and Operating		CUST #20090 - HON OIL, E		15.21	
444488	Invoice	06/15/2020	CUST #20090 - WASP HORNET FOAM SPR	0.00	44.76	
401-000-000-53480-3100	Office and Operating		CUST #20090 - WASP HOR		44.76	
202195	U.S. BANK N.A.-CUSTODY	06/19/2020	Regular	0.00	32.00	102474
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
MAY/2020	Invoice	06/15/2020	ACCT #XXX017- MAY/2020 CUSTODY CHA	0.00	32.00	
001-000-000-51423-4102	Prof Services-Banking Fee		ACCT #XXX017- MAY/2020		32.00	
145325	VALVOLINE LLC	06/19/2020	Regular	0.00	111.85	102475



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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>146000</u>	Invoice	05/28/2020	ACCT #684808 - CONVENTIONAL OIL CHA	0.00	44.37	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		ACCT #684808 - CONVENTI	44.37	
<u>146914</u>	Invoice	06/05/2020	ACCT #684808 - AIR FILTER REPLACEMEN	0.00	67.48	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		ACCT #684808 - AIR FILTER	67.48	
202949	WASHINGTON TRACTOR	06/19/2020	Regular	0.00	3,358.97	102476
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2088413</u>	Invoice	05/20/2020	ACCT #17961 - BALL BEARING, ARMREST.	0.00	327.10	
<u>001-000-000-57680-3100</u>		Office and Operating		ACCT #17961 - BALL BEARI	327.10	
<u>2113458</u>	Invoice	06/11/2020	ACCT #159233 - HYDRAULIC PUMP #0706	0.00	1,388.24	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #159233 - HYDRAULI	1,388.24	
<u>2113787</u>	Invoice	06/11/2020	ACCT #159233 - DISK, O-RING #07062D	0.00	1,729.20	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #159233 - DISK, O-RI	1,729.20	
<u>2113896</u>	Credit Memo	06/12/2020	ACCT #159233 - HYDRAULIC HOSE #07062	0.00	-85.57	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #159233 - HYDRAULI	-85.57	
203780	WATER MGMNT LABORATORIES INC	06/19/2020	Regular	0.00	928.00	102477
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>185252</u>	Invoice	05/22/2020	ACCT #AS201R - ARSENIC, CADMIUM, CH	0.00	928.00	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		ACCT #AS201R - ARSENIC,	928.00	
203900	WESMAR COMPANY, INC	06/19/2020	Regular	0.00	603.19	102478
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>276412</u>	Invoice	06/09/2020	CUST #31175-SODIUM HYPOCHLORITE 12	0.00	603.19	
<u>401-000-000-53480-3104</u>		Office and Operating-Chl		CUST #31175-SODIUM HY	603.19	
053987	WESTBAY NAPA AUTO PARTS	06/19/2020	Regular	0.00	94.21	102479
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>880429</u>	Invoice	06/02/2020	ACCT #4296 - AIR FILTER-ANGLESIDE GEN	0.00	62.53	
<u>401-831-000-59434-3100</u>		WATER-Angleside Booster	19-ANGLEGENSET	ACCT #4296 - AIR FILTER-A	62.53	
<u>881107</u>	Invoice	06/05/2020	ACCT #4296 - BATTERY & CORE DEPOSIT C	0.00	146.52	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		ACCT #4296 - BATTERY & C	146.52	
<u>881594</u>	Credit Memo	06/09/2020	ACCT #4296 - HI PWR II & CORE DEPOSIT	0.00	-268.81	
<u>401-000-000-53480-3100</u>		Office and Operating		ACCT #4296 - HI PWR II &	-268.81	
<u>881699</u>	Invoice	06/09/2020	ACCT #4296 - INNER WHEEL BEARING #19	0.00	153.97	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #4296 - INNER WHEE	153.97	
204123	WHISLER COMMUNICATIONS	06/19/2020	Regular	0.00	369.92	102480

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4848</u>	Invoice	05/29/2020	ACCT #101376 - KENWOOD FACTORY REP	0.00	369.92	
<u>001-000-000-52122-4800</u>		Repairs and Maintenance		ACCT #101376 - KENWOOD	369.92	

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	127	51	0.00	97,047.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>127</b>	<b>52</b>	<b>0.00</b>	<b>97,047.93</b>

ok  
122

**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
999	Pooled Cash	6/2020	97,047.93
			<hr/> 97,047.93

### VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described within payroll warrants numbered 3877 and 3880 through 5171 through 5217 and 5218 through 5328. Warrants 101925 through 101946 in the amount of \$753,233.75 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 11<sup>th</sup> of June, 2020.



Administrative Services Director

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

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
Deputy Mayor Peterson

\_\_\_\_\_  
Councilmember Boad

\_\_\_\_\_  
Councilmember Fiess

\_\_\_\_\_  
Councilmember McDowell

\_\_\_\_\_  
Councilmember Onisko

\_\_\_\_\_  
Councilmember Schmit



### VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described within payroll warrants numbered 3881 and 5329 through 5371 and 5372 through 5478. Warrants 102147 through 102163 and 102164 through 102166 in the amount of \$759,536.00 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 11<sup>th</sup> of June, 2020.



Administrative Services Director

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

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
Deputy Mayor Peterson

\_\_\_\_\_  
Councilmember Boad

\_\_\_\_\_  
Councilmember Fiess

\_\_\_\_\_  
Councilmember McDowell

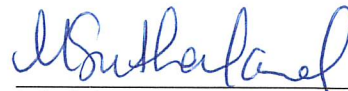
\_\_\_\_\_  
Councilmember Onisko

\_\_\_\_\_  
Councilmember Schmit

**VOUCHER APPROVAL**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described within payroll warrants numbered 3882 and 5479 through 5523 and 5524 through 5629. Warrants 102317 through 102336 in the amount of \$763,050.83 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 11<sup>th</sup> of June, 2020.



Administrative Services Director

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

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
Deputy Mayor Peterson

\_\_\_\_\_  
Councilmember Boad

\_\_\_\_\_  
Councilmember Fiess

\_\_\_\_\_  
Councilmember McDowell

\_\_\_\_\_  
Councilmember Onisko

\_\_\_\_\_  
Councilmember Schmit



## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

Business Meeting Minutes January 21, 2020

Shelton Civic Center - 6:00 p.m.

### **COUNCILMEMBERS AND PERSONNEL PRESENT**

#### *Councilmembers:*

Mayor Kevin Dorcy  
Deputy Mayor Deidre Peterson  
James Boad  
Kathy McDowell  
Eric Onisko  
Joe Schmit  
Seat #7 – Vacant

#### *Personnel:*

City Manager Jeff Niten  
City Clerk Donna Nault  
Administrative Support Assistant Kary Holloway  
Admin. Services Director Michelle Sutherland

### **CALL TO ORDER**

The meeting was called to order at 6:00 p.m. Roll call was taken – All present

### **LATE CHANGES TO THE AGENDA**

City Manager Jeff Niten

- Remove Agenda Item G-2 until February 4, 2020

### **COUNCIL REPORTS**

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

- Housing & Behavioral Health Advisory Board
- Criminal Justice Advisory Board
- Chamber 97<sup>th</sup> Anniversary & Annual Awards Gala
- Mason Transit Authority Board
- OPIOID Stakeholders Task Force
- Staff briefings
- Communications with constituents

Councilmember Schmit requested concurrence from City Council to direct staff to move forward with coordinating a Joint City Council/Tribal Council Board Meeting with the Squaxin Island Tribe of Kamilche Washington.

**City Council concurred for staff to move forward with coordinating the meeting.**

### **GENERAL PUBLIC COMMENT**

Dean Jewett

### **CONSENT AGENDA**

**A motion was made and seconded to approve. Passed.**

### **PRESENTATIONS**

1. Economic Development Council Update – presented by Executive Director Jennifer Baria

2. Shelton-Mason County Chamber of Commerce 4<sup>th</sup> Quarter LTAC Report – presented by Executive Director Heidi McCutcheon
3. Christmas Town USA & Beauchamp Santa LTAC Report – presented by Rachel Hansen, NW Event Organizers, Inc.

### **BUSINESS AGENDA**

No public comments.

1. Resolution No. 1155-0120 Fee Schedule Update – Presented by City Manager Jeff Niten

Staff recommends City Council concur to move Resolution No. 1155-0120 to the February 4, 2020 Action Agenda.

**City Council concurred to move Resolution No. 1155-0120 to the February 4, 2020 Action Agenda.**

### **ACTION AGENDA**

No public comments.

1. Mason Transit Authority Parking Lot Retrofit Project Award & Contract – presented by City Manager Jeff Niten.

***A motion was made and seconded to award the Parking Lot Retrofit Contract to RW Scott Construction, Inc. Passed.***

### **ADMINISTRATION REPORTS**

City Manager – Jeff Niten

- Winter Snow Response
- Vactor Truck Training
- Application process for Council Seat #7 is open and on the City's website. Interviews scheduled for a Special Meeting on February 11<sup>th</sup>.

### **NEW ITEMS FOR DISCUSSION**

No discussion items.

### **ANNOUNCEMENT OF NEXT MEETING**

February 4, 2020 at 6:00 p.m.

### **ADJOURN**

As there was no further business the meeting was adjourned at 7:06 p.m.

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Mayor

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City Clerk





## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

Business Meeting Minutes March 3, 2020

Shelton Civic Center - 6:00 p.m.

### **COUNCILMEMBERS AND PERSONNEL PRESENT**

#### *Councilmembers:*

Mayor Kevin Dorcy  
Deputy Mayor Deidre Peterson  
James Boad  
Megan Fiess  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### *Personnel:*

City Manager Jeff Niten  
City Clerk Donna Nault  
Communications Specialist Mary Ricker  
Administrative Service Dir. Michelle Sutherland  
Accounting Manager Teri Schnitzer

Absent: Mayor Kevin Dorcy

### **CALL TO ORDER**

The meeting was called to order at 6:00 p.m. Roll call – Mayor Kevin Dorcy was absent.

***A motion was made and seconded to excuse the absence of Mayor Kevin Dorcy. Passed.***

### **LATE CHANGES TO THE AGENDA**

No late changes to the agenda

### **COUNCIL REPORTS**

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

- Governor's Committee on Disability and Employment
- County Informational Briefing – Corona Virus
- Community Panel Interviews - City of Shelton Public Works Director
- Shelton School District Board Meeting
- Shelton's Sport Hall of Fame
- City Staff Briefings
- Communications with constituents

### **GENERAL PUBLIC COMMENT**

Crystal Morgan  
Susan Kirchoff

### **CONSENT AGENDA**

1. Vouchers number 101556 in the amount of \$21,552.18
2. Vouchers numbered 101557 through 101594 in the amount of \$113,886.55
3. Meeting Minutes – Business Meeting of December 17, 2019

***A motion was made and seconded to approve. Passed.***

### **BUSINESS AGENDA**

1. Downtown Connector Final Acceptance – Presented by City Manager Jeff Niten

Councilmember Schmit – There were no liquidated damages from the project. In the future, having evaluations completed of the prime contractor would be a useful tool to have for future projects.

***City Councilmembers concurred to place Final Acceptance of the Downtown Connector Project on the Action Agenda for March 17, 2020.***

2. Department of Commerce Grant Acceptance for the Civic Center Parking Lot – Presented by City Manager Jeff Niten

***City Councilmembers concurred to place the Department of Commerce Grant Acceptance for the Civic Center Parking Lot on the Action Agenda for March 17, 2020.***

### **ACTION AGENDA**

No action items to discuss

### **GENERAL PUBLIC COMMENT**

Mike Olsen

Marilyn Ward

***Mayor Kevin Dorcy sits as Chairman on the Lodging Tax Advisory Committee and will contact Marilyn Ward regarding the status of the signage that was funded from Lodging Tax monies by the Mason-Shelton Chamber of Commerce for the Highway 101 Corridor.***

### **ADMINISTRATION REPORTS**

1. Update OpenGov – The City of Shelton's initiative utilizing OpenGov as a transparency portal that allows the community to access financial and other information through the City's website. There will be access to financial information for the development of the 2020-2021 budget, which begins later this year.
2. Lean Training – The Public Works and Planning Departments participated in continuous process improvement training.
3. Census 2020 – The City will be utilizing social media platforms to encourage census participation, and will be meeting with school district representatives to assist in reaching as many people as possible.
4. Coronavirus – Information was shared with employees on best practices, precautions, monitoring updates, and working closely with local partners at the County and the Public Health Department.

### **EXECUTIVE SESSION**

Performance of a Public Employee – No action required

***The business meeting was adjourned for a 30 minute Executive Session. Executive Session was opened at 6:31 p.m. and adjourned at 7:01 p.m. The regular business meeting was resumed at 7:01 p.m.***

### **NEW ITEMS FOR DISCUSSION**

No new items.

### **ANNOUNCEMENT OF NEXT MEETING**

March 17, 2020 at 6:00 p.m.

### **ADJOURN**

As there was no further business, Deputy Mayor Deidre Peterson adjourned the meeting at 7:02 p.m.

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Mayor

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City Clerk

# ROC Northwest

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Selling Seminar

# Agenda

- Who Are We
- How We Do This
- The Acquisition Process
- Q&A



# Who Are We

- Regional nonprofit supporting housing cooperative development
- Affiliate of a national organization, ROC USA with over 250 ROCs
- Experienced buyers with over 15 transactions since 2016, representing over \$23M in transactions



# How We Do This

- Secure and dedicated financing
- Market standard time frames
- Dedicated due diligence team
- Experienced community technical assistance providers

# The Acquisition Process

- 1 Negotiate Price
- 2 Sign Purchase and Sale Agreement
- 3 Offer Agreement to Residents
- 4 Due Diligence and Financing
- 5 Closing

- Work directly with seller and broker, not residents
- Income capitalization and sales valuation
- We need three years of:
  - P & L
  - Rent rolls
  - Any surveys / reports

# 1

## Negotiate Price

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- Market standard closing tim e lines
- Assignable agreement
- Real estate excise tax exemption

# 2

## Sign Purchase and Sale Agreement

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- ROC Northwest hosts a resident meeting for discussion and vote
- ROC Northwest establishes resident cooperative and provides technical assistance
- Resident cooperative takes assignment

3

Offer Assignment  
to Residents

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- ROC Northwest coordinates
- Typically includes:
  - Environmental Phase 1
  - Boundary Survey
  - Commercial Appraisal
- Dedicated lenders focused on manufactured home parks

# 4

## Due Diligence and Financing

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- Cash at closing
- Resident owned cooperative celebration

# 5

## Closing

Q&A



# Victoria O'Banion

[victoria@nwcdc.coop](mailto:victoria@nwcdc.coop)  
308.991.5663



## STAFF REPORT TO THE CITY COUNCIL

**Project Name:**      **Shelton Municipal Code 2020 Updates**

### **Project Description:**

The Shelton Municipal Code (SMC) contains the rules, regulations, or codes enacted into law by the City Council. It provides for flexibility in administration of municipal government to meet local needs. As time and conditions change, the SMC is updated to account for State or Federal requirements, public safety, and health.

Staff is undertaking a wholesale review of the SMC to determine whether codes are outdated or inaccurate, no longer meet State or Federal standards, meet the City Council's goals, and provide clear and definitive regulations.

Staff is requesting City Council review the following list of SMC Chapters identified for changes and provide direction. Further review will be provided to the Council as proposed edits are developed.

### **Police**

Chapter	Section	Proposed changes
8	Junk storage	Addressing stored junk vehicles and salvage on private property
9	Controlled substance prohibited	New addition to address illegal narcotics in city limits, misdemeanor arrest.
11	Unattached trailers prohibited	New code to address dump trailers, cargo trailer, campers not attached to a vehicles parked on city street/ right of way for extended periods
11	Abandoned vehicles	Prohibit storage of vehicles on city street/right of way for extended periods of time.

## Community Development

Chapter	Section	Proposed changes
<b>7 Animals</b>		
7.04.180 Animals	Dogs prohibited in city parks	Edit to define park regulations
8.68.030 Park regulations	Alcoholic beverages	Update to include provisions under special event rules
8.68.140 Park regulations	Pet animals	Update to include dog parks and other areas allowed
<b>17 Permit Review and Processing</b>		
17		Edit to provide clarity and consistency with permit applications classified for processing review
17.08.010		Update to reference adopted fee schedule
<b>18 Building, Construction, Mobile/Manufactured Homes &amp; Flood Damage Protection</b>		
18		Adopt 2018 International building, mechanical, plumbing, fire, Washington State energy code, uniform code for abatement of dangerous buildings, uniform housing code, climatic and geographic design criteria
18	18.14	Add single room occupancy definitions
18		2018 property maintenance code
<b>19 Subdivisions</b>		
19.27	Parks and recreation standards	Adopt specific standards as identified in PROST Plan
19.28	Short subdivisions	Increase maximum lots from four to nine

## Community Development - continued

<b>20 Zoning</b>		
20		Building height in zones other than neighborhood residential increased building and fire code will regulate
20.08.020	Duplex triplex	Increase allowances of placement
20.08.020	Secondary dwelling units(ADU)	Remove owner occupancy requirement, review size maximum, parking requirement
20.08.020	Accessory u	Chickens in neighborhood residential(currently on acre lots only)
20.08.050	Setbacks	Explore setbacks that promote livable neighborhoods, building heights
20.32	Planned Unit Development	Add single room occupancy definitions
20.38	Signs	Update to meet current law- content cannot be considered, electronic reader boards, murals, temporary signs
20.60	Landscaping/Screening	Refine and clarify landscape requirements including addition of trees in NR, storm ponds etc.
20.64 Design standards	Design standard	Clarify and/or add design standards to all categories Progressive list for increasing intensive development
20.64.040 Design standards	Secondary dwelling units	Remove owner occupancy requirement, review size maximum, parking requirement
20.65.050 North Sheltonville Historic District	Design standards	Clarify guidelines
20.67.050 Simpson-Reed Historic District	Design standards	Clarify guidelines
<b>New sections to add</b>		
		Heritage, landmark, public tree preservation
		Dark Skies
		Expiration of approvals
		Cottage/carriage homes

## Administrative Services

Chapter	Section	Proposed changes
2	Add	Add Administrative Services Department
2.44		Does the fire department information remain there?
2.78	Remove	Public Works/Planning/Development Services Manager position does not exist

## Finance

Chapter	Section	Proposed changes
2.12.020		Update language to current responsibilities, duties, and powers (does this need to be done for all directors)
3.65		New section for City investment rules
3.66		New section for debt financing and internal loans
3.04.260		Add Capital Resources Fund
2.32		Add Administration department
3.10.020		Add definition for “director”
3.67		Add Transportation Benefit District tax (purpose discussed in title 12 but not the authority to tax)
3.52		Updated B&O ordinance to match state model ordinance language
3.10		Update administrative provisions with updated language from ordinance

## Clerk

Chapter	Section	Proposed changes
<b>2 Administration and Personnel</b>		
2.04 Council Meetings	2.04.010 Time & place	Study sessions held at 5:00pm before regular business meetings.
2.06 City Departments	2.06.020 Definitions	Department list needs to be updated.
2.08 Reassignment of Authority	2.08.020 Director of Planning	Change Director of Planning to Director of Community Development



## Public Works

Chapter	Section	Proposed changes
<b>2 Administration and Personnel</b>		
2.78	Public Works/Planning/Development Services Manager	Consider the removal of the section. The job duties described are completed by the Community Development and Public Works Directors.

Chapter	Section	Proposed changes
<b>8 Health and Sanitation</b>		
8.04	Health Officer	Update the section to describe the role of the County Health Department. Confirm the legal responsibilities of the City.
8.08	Solid Waste Collection	<p>Revise section 8.08.030 to allow vacant properties that do not have a current water account to also suspend garbage service. Update the citations of the “County” Health Officer.</p> <p>Move the current rate information found in section 8.08.070.I to a fee schedule.</p> <p>Remove the former rate schedule tables found in sections 8.08.110 to 8.08.135. Add information in the master fee schedule to identify the location of the current solid waste rate schedules.</p>

Chapter	Section	Proposed changes
<b>11 Traffic Control</b>		
11.04	Designations of Specific Streets	<p>Confirm the 30 mph posted speed on the streets listed in section 11.04.010.</p> <p>Confirm the list of arterial streets in section 11.04.020.</p>

Chapter	Section	Proposed changes
<b>12 Streets and Sidewalks</b>		
12.04	Sidewalk Specifications	<p>Clarify the location/intent of sidewalk construction locations and materials of section 12.04.010.</p> <p>Update section 12.04.020 (cross slope) to reference the Engineering Design and Construction Standards.</p>
12.08	Sidewalk Construction	Update 12.08.020A. and 12.08.020B to reference the current version of the Design and Construction Standards.
		Correct the misspelled word to indicate “removal” in 12.08.020.C
		12.08.040, 12.08.040, and 12.08.130, change the citation of the “director of planning” to the “community development director”.
12.12	Local Improvement	12.12.010 to 12.12.130, update the sections per the current State Statutes and City Attorney recommendations. Add sections for

	Districts	non-payment liens and collection.
12.20	Right-of-Way Use Code	12.20.030, add verbiage to include construction permits for new development, such as public right-of-way created with single family home subdivisions. Consider consolidation of the various permit types into one permit process. 12.20.130, update the right-of-way permit appeal process section to be similar to other sections, utilizing the City manager review/decision making process.
12.22	Protection and Preservation of Trees	Consider having the adjacent property owner maintain the right-of-way street trees, to coincide with the property owner sidewalk and planter strip maintenance responsibilities.
12.36	Frontage Improvement Charge	The fee was not set/established by Council in 2016 and no fees have been collected to date? Consider removing or make amendments to the code section.

13 Stormwater		
13.02	Stormwater Management	Update sections to correspond with the phase 2 permit requirements with the State Department of Ecology. Adopt the current version of the State DOE design manual.
13.04	Stormwater Utility	13.04.150, further identify the stormwater connection permit application process, permit fee, duration, development standards, and performance of permitted work. 13.04.210, rates and charges, may be revised by Council per the ongoing rate study. 13.04.220, rate reductions, discuss the three eligible rate reduction criteria as it relates to the State phase 2 permit requirements. 13.04.120, consider moving the storm water rate charges from the municipal code to the master fee schedule.  Add a section defining prohibited discharges and enforcement procedures.

Chapter	Section	Proposed changes
14 Sewers		
14.12	Connections	14.12.020, clarify that a separate public gravity connection is required to each lot or parcel. 14.12.090, clarify that all side sewers in the public right-of-way are gravity flow. 14.12.120, consider modifying this provision to limit the use to only one private single family residence gravity sewer line connection. All other connections would require a public gravity sewer extension and easement (city maintains facility).
14.16	Sewer Mains and Main Extensions	14.16.010, add that main extensions are to the far side property line(s) (not line) 14.16.030, change the applicable standards from APWA to City

		Design and Construction Standards.
14.20	Capital Hill Requirements	Confirm that this special assessment district has ended and the Chapter can be removed from the municipal code, including citations in other sections.
14.28	Sewer Service Rates and Charges	Add a section incorporating the sewer system general facility capacity charges and the rates are found in the master fee schedule.  Consider moving the sewer rate charges from the municipal code to the master fee schedule.
<b>Chapter</b>	<b>Section</b>	<b>Proposed changes</b>
<b>15 Water</b>		
15.04	Definitions	15.04.190, remove PVC, cast iron and asbestos cement pipe, and identify that a permanent main is ductile iron pipe. 15.04.260, Temporary main, add as approved by the Public Works Director.
	Water Meters	15.20.010, meter ownership and installation, add citation that meter are sized by the current city adopted version of the Uniform Plumbing Code.
15.24	Water Mains and Main Extensions	15.24.010.B “all main extensions extend to and across the full width of the property served with water”, consider adding “and to all abutting properties, as needed”.
15.28	Water Service Rates and Charges	Add a section incorporating the water system general facility capacity charges and the rates are found in the master fee schedule.  Consider moving the water rate charges from the municipal code to the master fee schedule
<b>Chapter</b>	<b>Section</b>	<b>Proposed changes</b>
<b>16 Reclaimed Water</b>		
16.06	Use of Reclaimed Water	16.06.010, consider moving the rate charges for reclaimed water to the master fee schedule.
Chapter	Section	Proposed changes
<b>17 Permit Review and Processing</b>		
17.02	Definitions	Confirm that the definitions accurately describe system capacity charges for traffic, water, and sanitary sewer systems.
17.10	Water and Sewer Service Outside City Limits	17.10.020.H, confirm the intent. Is the owner is required to connect to both water and sewer service, or just agree to connect in the future?
17.12	Traffic Impact Fees	Complete a legal review of the section and update sections per the current State Statutes and City Attorney recommendations.



**CITY OF SHELTON  
COUNCIL BRIEFING REQUEST  
(Agenda Item F1)**

Touch Date: 04/21/20  
Brief Date: 07/07/20  
Action Date: 07/21/20

Department: Community Development  
Presented By: Mark Ziegler

**APPROVED FOR COUNCIL PACKET:**

Action Requested:

**ROUTE TO:**

**REVIEWED:**

**PROGRAM/PROJECT TITLE:**

**Single Room Occupancy**

☒ Ordinance

☒ Dept. Head

\_\_\_\_\_

**ATTACHMENTS:**

☐ Resolution

☐ Finance Director

\_\_\_\_\_

**Ordinance No. 1949-0220  
Panza lease agreement**

☐ Motion

☒ Attorney

\_\_\_\_\_

☒ Other

☒ City Clerk

\_\_\_\_\_

☒ City Manager

\_\_\_\_\_

**DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:**

The City of Shelton entered into a lease agreement with Panza for approximately 3.233 acres located near the Shelton Springs Road and North 13th Street intersection for the development of a housing program and ancillary services for homeless veterans. The lease agreement stipulates Shelton Municipal Code (SMC) compliance with development standards and the necessary amendments to allow Single Room Occupancy (SRO) as defined. SMC Chapters 18 Building, Construction, Mobile/Manufactured Homes and Flood Damage Prevention and Chapter 20 Zoning require amendments to meet the intent and allow for the construction of housing units outlined in the lease agreement.

An additional amendment is proposed to Chapter 20.32.110(8) deleting redundant language in this section.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:**

Adoption of the amendments has no budget impact.

**PUBLIC INFORMATION REQUIREMENTS:**

Public notice has been published in the newspaper of record on June 25, 2020.

**STAFF RECOMMENDATION/MOTION:**

Staff recommends the Council concur to move this item to the Action Agenda for the meeting on July 21, 2020.

If action is recommended, please include the proposed motion:

Conduct first reading of Ordinance No. 1949-0220 amending Shelton Municipal Code Chapter 18 adding definition of single room occupancy units and Chapter 20 adding single room occupancy in form and configuration in neighborhood residential and mixed use planned unit developments.

## **ORDINANCE NO.1949-0220**

### **AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING A NEW SECTION 18.02.110 TO THE SHELTON MUNICIPAL CODE AND AMENDING CHAPTER 20.32.110, CONCERNING SINGLE ROOM OCCUPANCY DEVELOPMENTS.**

**WHEREAS**, the City of Shelton enacts land use, development, building, mechanical, fire and other codes to protect lives and assure public safety; and

**WHEREAS**, in May of 2019 the City Council executed a Lease Agreement with Panza, D/B/A Quixote Communities, for construction of a Tiny Homes Village to house low income veterans and other tenants; and

**WHEREAS**, the Panza Lease authorizes construction of housing units in a Single Residential Occupancy ("SRO") format not currently authorized under the Shelton Municipal Code; and

**WHEREAS**, the City Council wishes to allow construction of residential units in a SRO format in limited circumstances; and

**WHEREAS**, the City Council has considered the proposed amendments at a properly noticed public meeting and held a properly noticed public hearing on May 5<sup>th</sup>, 2020, so as to receive public testimony; and

**WHEREAS**, pursuant to RCW 36.70A.106, the City provided the Washington State Department of Commerce with a 60-day notice of its intent to adopt the amendment(s) to its Unified Development Code; and

**WHEREAS**, an environmental review of the proposed amendments to the Development Code was conducted in accordance with the requirement of the State Environmental Policy Act ("SEPA"), and a non-project SEPA Determination of Non-significance was issued for the amendments on April 21, 2020, which was transmitted to relevant State and local agencies, published in the Shelton/Mason County Journal and posted in public places; and

**WHEREAS**, the City Council has considered the entire public record, public comments, written and oral; and

**WHEREAS**, the City Council has considered this Ordinance, together with all public comment, and has determined that the proposed amendments are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City.

**NOW, THEREFORE,** the City Council of the City of Shelton, Washington, do ordain as follows:

**Section 1.** A new section 18.02.110 is added to the Shelton Municipal Code to read as follows:

**18.02.110 Single Room Occupancy Sleeping Unit.**

“Single Room Occupancy Sleeping Unit” (sleeping unit) is a structure that provides living units that have separate sleeping areas, each of which must be at least 120 square feet and have access to both sanitary facilities and a full common kitchen facility, subject to the following:

A. Sanitary Facilities shall include:

1. At least one flush toilet, lavatory basin, and bathtub or shower must be supplied for each sleeping unit. Lavatory basins and showers must have adequate quantities of hot and cold running water.
2. All sanitary facilities must be in proper operating condition and be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system as required by Title 14 of the Shelton Municipal Code and public works standards.

B. Space and security.

1. Each sleeping unit must have 120 square feet of floor space and at least 4 square feet of closet space.
2. Exterior doors and windows accessible from the outside must be lockable

C. Access.

1. Residents must be able to access their sleeping unit, sanitary, and kitchen facilities without passing through another sleeping unit.
2. Kitchen and sanitary facilities may be located in a detached community building located on the same site as the sleeping units.

D. Use and location.

1. Single Room Occupancy units may only be located within Neighborhood Residential Zone and Mixed Use Zones. A Planned Unit Development permit shall be required for all single room occupancies.
2. Sleeping units shall not be for transitory housing (the rental of any building or portion thereof used for the purpose of providing lodging for periods of less than 30 days).
3. Sleeping units shall either be owner-occupied, or shall provide housing for a tenant, pursuant to a Lease Agreement.
4. The following uses are not considered single room occupancy sleeping units: boarding houses, hotels and motels, extended stay hotels and motels, assisted living facilities, convalescent/nursing homes, and facilities which provide short-term or long-term care for tenants suffering from physical, mental or other disabilities.

**Section 2.** Shelton Municipal Code Section 20.32.110 is amended to read as follows:

**20.32.110 Form and configuration in residential and mixed use.**

A. Residential PUDs and residential components of mixed use PUDs may utilize the following techniques and incorporate the following uses:

1. Four-unit dwelling clusters with party walls;



2. Town houses or patio homes with party walls;
3. Double-row houses with party side and rear walls;
4. Condominium ownership in multifamily buildings;
5. Varied lot size divisions;
6. Establishment of greenbelts, parks or other open area, or community buildings or recreation facilities;
7. Zero-lot line developments;
8. ~~Z lots, or other modified zero lot line detached single family developments;~~ 9. Single Room Occupancy (SRO) Residential Development as defined in Shelton Municipal Code Section 18.02.110.
- ~~10.~~ Multifamily project developments (i.e., apartment buildings/complexes).
- ~~11~~10. Neighborhood commercial uses as defined in SMC 20.44.290.

**Section 3.** Effective date. This ordinance shall take effect five (5) days after its passage, approval, and publication as required by law.

INTRODUCED the 5<sup>th</sup> day of May 2020.

ADOPTED by the City Council of the City of Shelton, Mason County Washington at a regular open public meeting held the 19<sup>th</sup> day of May, 2020.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor Dorcy

## LEASE AGREEMENT

This Agreement is made by and between PANZA ("Lessee"), a nonprofit corporation based in Olympia, Washington, doing business as Quixote Communities, and the City of Shelton ("City"), a municipal corporation, located in Mason County, Washington.

In consideration of the rents, covenants, and conditions hereinafter contained, the City does hereby lease to Lessee those certain premises situated in the City of Shelton, Washington, described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M.;

THENCE SOUTH 84°54'02" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1844.01 FEET TO A BRASS SURFACE MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF SHELTON SPRINGS ROAD AND THE CENTERLINE OF NORTH 13TH STREET; THENCE NORTH 09°26'19" EAST, ALONG SAID CENTERLINE OF NORTH 13TH STREET, 51.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 80°33'41" EAST, 2869.79 FEET;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE CENTERLINE, THROUGH A CENTRAL ANGLE OF 03°40'00", 183.65 FEET;

THENCE NORTH 13°06'19" EAST, ALONG SAID CENTERLINE, 278.77 FEET;

THENCE NORTH 76°53'41" WEST, 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 13TH STREET AND THE POINT OF BEGINNING;

THENCE NORTH 19°01'56" WEST, 271.30 FEET;

THENCE NORTH 33°26'39" WEST, 290.67 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY;

THENCE NORTH 55°41'14" EAST, ALONG SAID SOUTHERLY LINE, 549.55 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 13TH STREET;

THENCE SOUTH 14°27'20" WEST, ALONG SAID WESTERLY LINE, 698.12;

THENCE SOUTH 13°06'19" WEST, ALONG SAID WESTERLY LINE, 136.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.233 ACRES, MORE OR LESS.

ASSESSOR'S PARCEL NO. 32007-30-60000

Said leased property, as described in Exhibit B and depicted in Exhibit C and Exhibit D, shall hereinafter be known as the "Premises."

## RECITALS

WHEREAS, Lessee is a Washington nonprofit corporation and is organized under Section 501(c)(3) of the Internal Revenue Code of 1986 and formed under chapter 24.06 RCW; and

WHEREAS, to further its mission and purpose of serving the homeless population in the State of Washington, Lessee desires to operate a housing program within the City; and

WHEREAS, the City owns certain property located within Mason County Parcel No. 32007 30 60000, as described in Exhibit A, which the City has declared as surplus property; and

WHEREAS, the City desires to lease a portion of said property described in Exhibit A to the Lessee, and the leased portion shall be known as the "Premises," as described above and as depicted in Exhibits B, C, and D; and

WHEREAS, the City Council finds that homelessness is a signification problem in the City and in Mason County, creating substantial impacts on City residents and City resources; and

WHEREAS, article 8, section 7 of the Washington constitution permits the City to allocate City resources for the support of the poor and infirm; and

WHEREAS, the City finds that Lessee's stated mission serves the public benefit, namely providing housing for homeless individuals within the City; and

WHEREAS, the City is authorized to lease the Premises and deems it in the public interest to enter into this lease Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the City and Lessee hereby agree as follows:

1. **PURPOSE AND USE**. The purpose of this Agreement is to lease surplus City property, the Premises, to Lessee in exchange for consideration and subject to the conditions in this Agreement, for the purpose of operating a housing program and other ancillary services for homeless veterans. Lessee shall use the Premises to provide housing and ancillary services, including office and administration support, as reasonably necessary to support the purpose of this Agreement.
2. **BASE RENT**. Beginning one year after the date of execution of this Agreement, Lessee agrees to pay the City a base rent of Five Thousand Dollars (\$5,000) per year, totaling One Hundred Forty-Five Thousand Dollars (\$145,000) for the duration of the Agreement. Rent may be paid annually on or before January 1 or in full upon the execution of this Agreement and shall be delivered to City Manager, Shelton, WA 525 Cota St., Shelton, WA 98584.



3. **TERM.** The term of this Agreement shall be for thirty (30) years commencing on April 2, 2019, and ending on March 31, 2049. Lessee shall have the right to seek renewal of this Agreement for an additional ten (10) year term during the final year of the initial term. Such renewal may be granted with the written consent of the City.
4. **TITLE TO AND CONDITION OF PREMISES.** The Lessee has fully investigated the Premises and is in all material respects knowledgeable and familiar with the present condition of the Premises. The Premises is leased to the Lessee in its present “as is” condition without representation or warranty of any kind by the City, and subject to (a) the existing condition of title, (b) the existing improvements thereon, and (c) all applicable laws, rules, and regulations now or hereafter in effect. Lessee assumes no responsibility for preexisting environmental conditions on the Premises.
5. **TAXES AND FEES.** Lessee covenants and agrees to reimburse the City for the duration of the Agreement for any and all taxes and fees assessed against the Premises within thirty (30) days of receipt of invoice.
6. **UTILITIES.** Lessee shall arrange for all utilities for the Premises at Lessee’s sole expense and at no cost to the City, including but not limited to, water, sewer, natural gas, electricity, garbage, and stormwater facilities.
7. **IMPROVEMENTS AND MODIFICATIONS.** The City acknowledges that Lessee intends to construct “tiny homes” housing developments and other accessory structures ancillary to those developments which will be used as housing for homeless veterans. Any and all alterations or improvements shall be subject to the City code and permitting requirements. Lessee shall be responsible for acquiring and complying with any required building, conditional use or other permits. After the initial construction of infrastructure on the Premises, Lessee shall notify the City before commencing any modifications on the Premises. Any and all improvements, modifications, or alterations to the Premises shall with all applicable laws, rules, regulations, code provisions, and permitting requirements, and shall be the property of Lessee. Upon the expiration or termination of this Agreement, the Lessee shall, at the Lessee’s sole expense, remove all structural and site improvements, including all modifications or alterations, and return the Premises to a condition equivalent to that on the initiation of this Agreement, unless the City chooses to take ownership of such structural and site improvements by express written consent prior to expiration or termination of this Agreement.
8. **COUNCIL APPROVAL REQUIRED FOR ADDITIONAL FACILITIES.** The Parties agree and acknowledge that the initial development on the Premises will include up to thirty (30) “tiny home” housing units and other accessory structures ancillary to those units which will be used as a housing development. After this initial development, Lessee shall not

construct any additional “tiny home” housing units or other comparable residential units without the express, written approval of the City Council.

9. **EQUIVALENT RESIDENTIAL UNIT CALCULATION**: Each residential structure constructed on the Premises will contain a sink, toilet and shower, and will be subject to the Single Room Occupancy (SRO) definition provided below. For the purpose of calculating various impact fees, four (4) residential structures built on the Premises shall be considered the equivalent of one (1) single family home.
10. **COMPLIANCE WITH LEGAL REQUIREMENTS**. Except as otherwise set forth in this Agreement, Lessee shall, at its sole cost and expense and at all times while this Agreement is in effect, comply with and perform all obligations with respect to any laws, rules, regulations, codes, or permitting requirements applicable to the Premises. This shall include, but not be limited to, the Planned Unit Development procedures contained in Shelton Municipal Code Chapter 20.32.

Residential structures built on the Premises shall adhere to the following Single Room Occupancy conditions: A single room occupancy sleeping unit must be at least 120 square feet and have unencumbered access to both sanitary facilities and a full common kitchen facility.

Sanitary Facilities:

- a. At least one flush toilet, lavatory basin, and bathtub or shower must be supplied for each sleeping unit.
- b. Each sleeping unit must have access to a flush toilet.
- c. Each sleeping unit must have access to a lavatory basin and bathtub or shower supplied at all times with an adequate quantity of hot and cold running water.
- d. All sanitary facilities must be in proper operating condition and be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.

Space and security:

- a. Each sleeping unit must have 120 square feet of floor space and at least 4 square feet of closet space.
- b. Exterior doors and windows accessible from the outside must be lockable.

Access:

- a. Residents must be able to access their sleeping unit without passing through another sleeping unit.



- b. Residents must be able to access sanitary and kitchen facilities with no encumbrances that could prevent access. Access to these facilities cannot be through another sleeping unit but may be located in a detached community building located on the same site.

11. **MANAGEMENT AND USE OF PREMISES.** Lessee shall use the Premises to provide housing and services and such ancillary uses, including office and administration support, as may be reasonably necessary to support said primary use. Lessee shall develop a site management plan providing rules, policies, and procedures for operation of the housing program. On an annual basis, Lessee shall present such plan to the City and allow the City an opportunity to provide input on the plan. Lessee shall provide the City with at least 30 days' written notice of any amendment to the site management plan. Such management plan shall include, at a minimum, the following provisions:

- a. **SEMIANNUAL UPDATES.** During the first three years of this lease agreement, Lessee shall prepare and deliver semiannual reports to the City council or its designated subcommittee. The reports shall include but not be limited to general updates on Lessee's construction and operation of the housing development on the Premises, all relevant financial information, and other information the Council may request.
- b. **RESIDENT ELIGIBILITY.** Lessee agrees that only homeless veterans are eligible to reside on the Premises. Lessee shall establish eligibility requirements for homeless veterans seeking to reside on the Premises. The eligibility requirements established by Lessee shall apply to all residents and shall remain in effect throughout a resident's tenancy. A resident who fails to maintain eligibility at any point during tenancy may be subject to removal from the Premises. At a minimum, Lessee shall require that residents be over the age of 18, have no warrants or history of sexual or violent offenses, and have an income at or below 30% of the area median income. Lessee shall also require potential residents to pass a urine analysis test for illegal substances and an ORCA background check. Lessee shall not discriminate against potential residents on the basis of race, ethnicity, religion, sexual orientation, marital status, age, disability, or parental status. However, Lessee shall prioritize homeless veterans residing in Mason County in the admissions process. If open residential placements remain after admitting homeless veterans residing in Mason County, Lessee shall prioritize homeless veterans from other counties within Washington. For purposes of this section, an individual is a "veteran" if he or she meets the definition under state law, RCW 41.04.007.

12. **MAINTENANCE.** Lessee shall at its sole expense maintain the Premises in a good order and repair and in clean and sanitary condition, and shall arrange and pay for any maintenance, janitorial, and landscape services, for reasonable and ordinary use of the Premises. Lessee's obligation shall include compliance with all City code requirements regarding public health, public nuisances, safety, and sanitation, including but not limited to Title 8. The City shall not



be required to maintain, repair, or rebuild all or any part of the Premises or any alterations or improvements thereon. In the event Lessee fails to maintain the Premises in good order, condition, and repair as determined by the City, the City shall give notice to the Lessee to perform such acts as may be reasonably necessary to maintain or repair the premises or any alterations or improvements thereon. In the event the Lessee fails to promptly and diligently commence such work following reasonable notice from the City, the City shall have the right to enter the Premises and make such corrections at Lessee's expense and with additional interest at twelve percent (12%) per annum from the beginning date of such work until paid in full. The City shall have no liability to Lessee for any damage, inconvenience, or interference with the use of the Premises as a result of such work. Nothing in this Agreement shall imply any duty or obligation upon the part of the City to do any such work or to make any such alterations and repairs and the performance thereof by the City shall not constitute a waiver of Lessee's default in failing to perform the same.

13. **SUBLEASES, ASSIGNMENTS, AND ENCUMBERANCES.** During the term of this Agreement, Lessee shall not encumber its leasehold interest in the Premises without the prior written consent of the City, which shall not be unreasonably withheld to the extent that such consent is required by the Lessee to secure funding for the housing program. Lessee shall not allow an liens to attach to the Premises during the term of this Agreement. Lessee shall not, without the express written consent of the City, assign the Premises or any right or responsibility contained in this Agreement. In the event the City approves assignment of the Premises or any portion thereof, the Lessee shall remain liable for the payment of rent and the performance of all other obligations required under this Agreement, notwithstanding any sublease or assignment. Any sublessee or assignee shall be bound by the terms of this Agreement. Upon an approved assignment, the City reserves the right to terminate this Agreement and renegotiate a new agreement with the assignee.
14. **CITY'S RIGHT OF ENTRY.** The Lessee shall permit the City to enter the Premises at reasonable hours for reasonable purposes including, but not limited to: inspection of the Premises to ensure the Lessee is complying with the provisions of this Agreement; accessing City property including building materials that may be located on or near the Premises; maintenance or repair work that Lessee has failed to perform under § 10 of this Agreement.
15. **BUILDING MATERIALS ON THE PREMISES OWNED BY THE CITY.** Lessee shall coordinate with the City to provide the City access to building material owned by the City. If required, Lessee will relocate 5000 cubic yards of said materials within the confines of the Premises to enhance the City's access.
16. **INDEMNITY AND INSURANCE.** Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of the Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or

about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

### **INSURANCE TERM**

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

a. No Limitation

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

b. Minimum Scope of Insurance

Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Public Entity shall be named as additional an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

c. Minimum Amounts of Insurance

Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

d. Other Insurance Provisions

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

g. Waiver of Subrogation

Lessee and the City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

h. The City's Property Insurance

City shall purchase and maintain during the term of the lease all-risk property insurance covering the Premises for its full replacement value without any coinsurance provisions.

i. Notice of Cancellation

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

j. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease or, at



its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand.

k. Public Entity Full Availability of Lessee Limits

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

17. **DEFAULT BY THE LESSEE**: Upon written notice of default to Lessee, the City shall have the right to pursue any and all remedies available under Washington law. The occurrence of any one or more of the following events shall constitute a material default in breach of this Agreement by the Lessee:

- a. Vacation, abandonment of the Premises or cessation of the conduct of Lessee's business as described in this Agreement for a period in excess of ninety (90) days.
- b. Failure by the Lessee to make any payment required by this Agreement and such failure to pay is not cured within thirty (30) days of written notice from the City or another entity to whom the Lessee owes a payment.
- c. Failure to perform any of the covenants, conditions or other obligation under this Agreement and the failure to perform is not cured with thirty (30) days after written notice from the City.
- d. Violation of any state or federal law, county code, city code, regulation, or permitting requirement.
- e. Use or maintenance of the Premises that is unsafe, dangerous, illegal, or unlawful, or any other change in the use of the Premises that differs from the intended use and purpose described in this Agreement, and such use is not cured after notice and reasonable time for cure.
- f. If less than one-third of tiny home residences are occupied by eligible residents for six consecutive months.

18. **REMEDIES**. In the event of default by the Lessee, the City may, at any time thereafter without limiting any right or remedy available to the City at law or in equity, which the City may have by reason of such default, including but not limited to the following:

- a. Lessee's specific performance of any obligation required by this Agreement.
- b. Maintain this Agreement in full force and effect and recover the Rent, additional rent, and other monetary charges as they become due, without terminating Lessee's or sublessee's right to possession, irrespective of whether Lessee or sublessee shall have abandoned or vacated the Premises.
- c. Terminate Lessee's or sublessee's right to possession by any lawful means, in which case this Agreement shall terminate and Lessee or sublessee shall immediately surrender possession of the Premises to the City. In such event, the City shall be entitled to recover from the Lessee or sublessee all damages incurred by the City by reason of Lessee's or sublessee's default, including without limitation any reasonably foreseeable consequential damages.

19. **MODIFICATIONS**. This Agreement may only be modified upon the mutual, written agreement of the parties.
20. **CHOICE OF LAW**. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
21. **SEVERABILITY**. The parties understand and agree that if a court holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular invalid provision.

IN WITNESS THEREOF, the parties hereto have executed this Lease as of the day and year written above.

For the City:

CITY OF SHELTON, a Washington Municipal Corporation

Jeff Niten  
Jeff Niten, City Manager

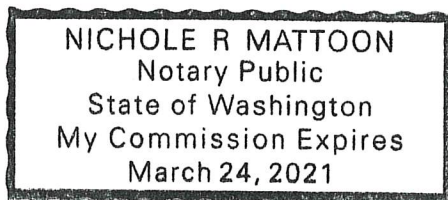
STATE OF WASHINGTON §

§ ss.

COUNTY OF Mason §

On this 22 day of MAY, 2019 before me, the undersigned, notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Niten, to me known to be the authorized representative for the City of Shelton, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year first above written.

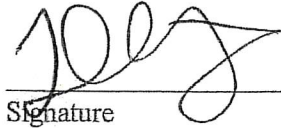


(x) Nichole R. Mattoon  
PRINT NAME: Nichole R. Mattoon  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing at Mason County  
Notary Commission expires: March 24, 2021



For the Lessee.

PANZA, a nonprofit corporation, doing business as Quixote Communities

  
Signature

Jaycie Osterberg  
Printed Name

Executive Director  
Title

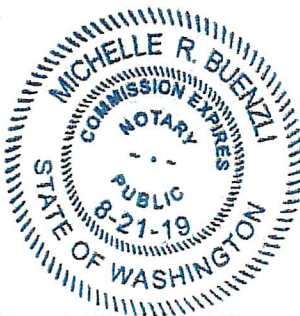
STATE OF WASHINGTON §

§ ss.

COUNTY OF Thurston §

On this 23 day of May, 2019 before me, the undersigned, notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Jaycie Osterberg to me known to be the authorized representative for PANZA, a nonprofit corporation, doing business as Quixote Communities, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year first above written.



(x) Michelle Buenzi  
PRINT NAME: Michelle R Buenzi  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing at Tumwater WA  
Notary Commission expires: 8/21/2019

## Exhibit B

CITY OF SHELTON  
PARCEL NO. 32007-30-6000  
VETERAN'S LEASE DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M.;

THENCE SOUTH  $84^{\circ}54'02''$  EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1844.01 FEET TO A BRASS SURFACE MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF SHELTON SPRINGS ROAD AND THE CENTERLINE OF NORTH 13<sup>TH</sup> STREET;

THENCE NORTH  $09^{\circ}26'19''$  EAST, ALONG SAID CENTERLINE OF NORTH 13<sup>TH</sup> STREET, 51.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH  $80^{\circ}33'41''$  EAST, 2869.79 FEET;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE CENTERLINE, THROUGH A CENTRAL ANGLE OF  $03^{\circ}40'00''$ , 183.65 FEET;

THENCE NORTH  $13^{\circ}06'19''$  EAST, ALONG SAID CENTERLINE, 278.77 FEET;

THENCE NORTH  $76^{\circ}53'41''$  WEST, 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 13<sup>TH</sup> STREET AND THE POINT OF BEGINNING;

THENCE NORTH  $19^{\circ}01'56''$  WEST, 271.30 FEET;

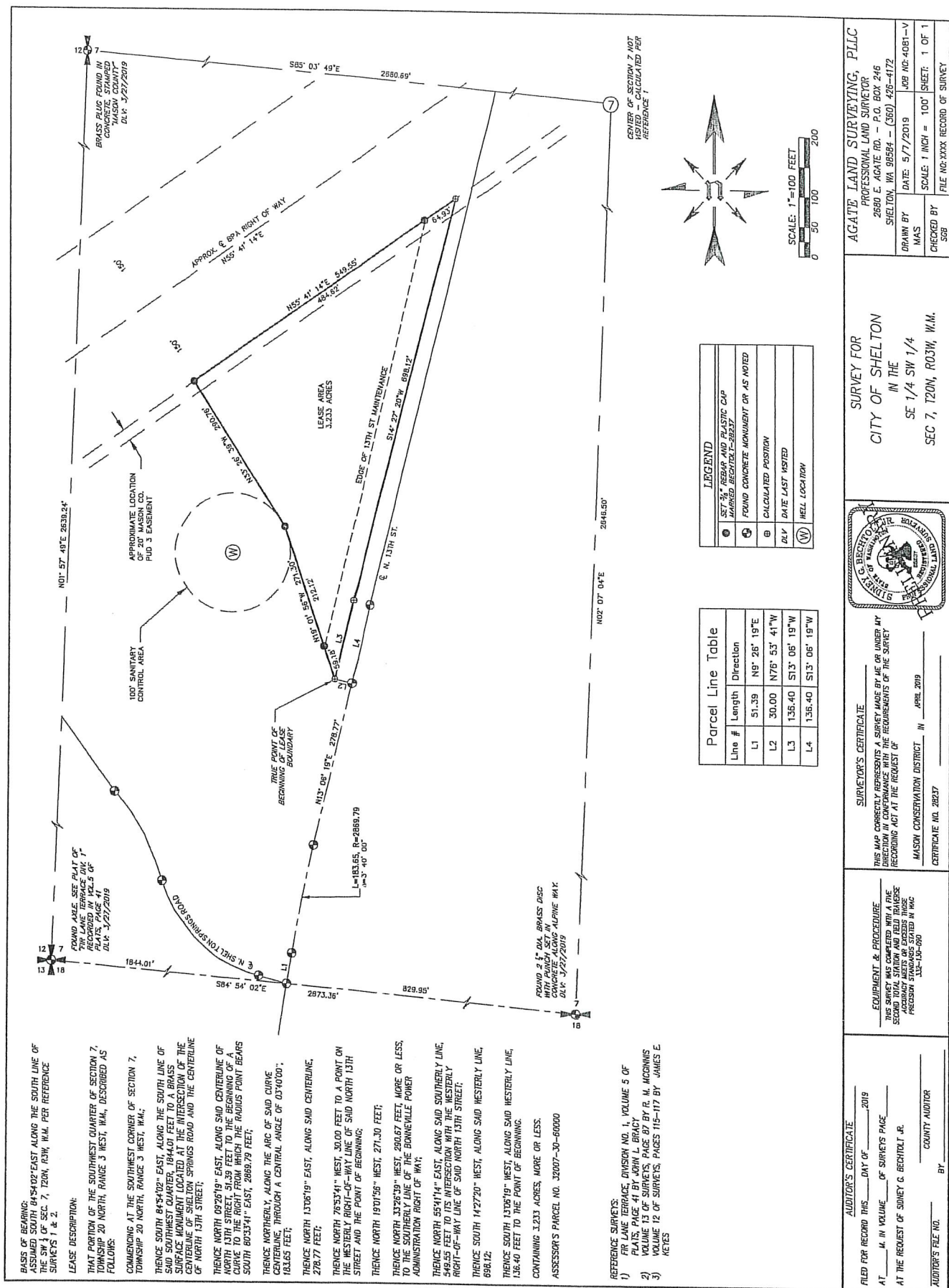
THENCE NORTH  $33^{\circ}26'39''$  WEST, 290.67 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE BONNEVILLE POWER ADMINISTRATION EASEMENT;

THENCE NORTH  $55^{\circ}40'42''$  EAST, ALONG SAID SOUTHERLY LINE, 549.55 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 13<sup>TH</sup> STREET;

THENCE SOUTH  $14^{\circ}27'20''$  WEST, ALONG SAID WESTERLY LINE, 698.12;

THENCE SOUTH  $13^{\circ}06'19''$  WEST, ALONG SAID WESTERLY LINE, 136.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.233 ACRES, MORE OR LESS.





# EXHIBIT 'D'



## CITY OF SHELTON

TINY HOMES  
 TAX PARCEL NO. 32007-30-60000  
 LEASE AREA EXHIBIT  
 EXHIBIT 'D'



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F2)

Touch Date: 06/29/20  
Brief Date: 07/07/20  
Action Date: 07/21/20

Department: Executive  
Presented By: Jeff Niten

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
**Master Fee Schedule Update**

☐

Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

**Resolution 1160-0620  
Exhibit "A"**

☒

Resolution

☐

Motion

☐

Other

JN

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Master Fee Schedule is intended to recover costs associated with services that the City provides, notably building, land use, and public works permitting activities to ensure a livable community that meets Washington State Building code requirements, engineering standards, and creates the type of environment our community expects.

This minor update is a companion piece to Ordinance 1949-0220 adopting standards for Tiny Homes within the City of Shelton. As agreed during negotiations for the Veterans Village project, water and sewer General Facilities Charges (GFC) will be twenty-five percent (25%) of the standard charge for a dwelling unit within the City due to the smaller size and resulting water consumption anticipated by tiny homes.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The Council may adopt or revise the attached draft Master Fee Schedule as desired.

### BUDGET/FISCAL INFORMATION:

Water and Sewer funds will be impacted slightly, however Tiny Homes that conform to the standards outlined SMC 18.02.110 are limited to single occupants and will use substantially less water than a traditional single family dwelling unit.

### PUBLIC INFORMATION REQUIREMENTS:

Information regarding this proposal is available through the City Clerk's office.

### STAFF RECOMMENDATION/MOTION:

Staff recommends the Council concur to move this item to the July 21, 2020 action agenda.

**RESOLUTION NO. 1160-0620**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON SUPERSEDING RESOLUTION  
NO. 1155-0120 (MASTER FEE SCHEDULE)**

**WHEREAS**, it is the general policy of the city to establish fees that are reflective of the cost of services provided by the city; and

**WHEREAS**, the Shelton City Council approved Resolution No. 1155-0120 at a regular meeting held on February 4, 2020; and

**WHEREAS**, the Shelton City Council desires to update fees and charges with the Master Fee Schedule; and

**WHEREAS**, the Shelton City Council authorizes the Mayor to sign Resolution 1160-0260.

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

**Section 1. Public Interest.** The City Council for the City of Shelton, Washington finds that it is in the public interest to amend and supersede the previously adopted Master Fee Schedule to address costs associated with providing services.

**Section 2. Supersede previous Resolutions.** This resolution inclusive of Exhibit “A” attached hereto shall supersede in its entirety Resolution No. 1155-0120 previously approved by the Shelton City Council.

**Section 3. Adjustments.** The Shelton City Council amends the Master Fee Schedule to include Exhibit “A”.

**Section 4. Effective date.** This resolution shall be in full force and effect on August 1, 2020.

**INTRODUCED** by the City Council of the City of Shelton on this 7th day of July 2020.

**ADOPTED** by the City Council of the City of Shelton on the 21<sup>st</sup> day of July 2020.

ATTEST:

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
City Clerk Nault





**City of Shelton**  
**525 W. Cota Street**  
**Shelton, Washington 98584**  
**Master Fee Schedule**  
**RES NO. 1160-0620**  
**Exhibit "A"**

<b>General Government.....</b>	<b>pg. 2</b>
<b>Animal Shelter.....</b>	<b>pg. 3</b>
<b>Civic Center.....</b>	<b>pg. 3</b>
<b>Code Enforcement.....</b>	<b>pg. 4</b>
<b>Parks and Recreation.....</b>	<b>pg. 4</b>
<b>Police Department.....</b>	<b>pg. 4</b>
<b>Community Development.....</b>	<b>pg. 5</b>
<b>Planning.....</b>	<b>pg. 5</b>
<b>Building.....</b>	<b>pg. 6</b>
<b>Fire.....</b>	<b>pg. 14</b>
<b>Public Works.....</b>	<b>pg. 14</b>
<b>Sanitary Sewer.....</b>	<b>pg. 15</b>
<b>Reclaimed Water.....</b>	<b>pg. 16</b>
<b>Water.....</b>	<b>pg. 17</b>
<b>Misc. and Grade and Fill.....</b>	<b>pg. 18</b>



**Type of Permit**

**Fee**

*General Government*

Annual Report	\$10.00
Documents provided at Public Hearings Audio Reproduction (when requested within one year of hearing). *Other than Police	\$0.00 (within one year) \$10.00 (requested after one year of hearing date)
Video Reproduction * Other than Police	\$10.00
Copies	\$0.15 per page
Scanned copies to electronic format	\$0.10 per page
Files or attachments for electronic delivery	\$0.05 per four (4) attachments
Gigabyte of electronic records for transmission	\$0.10 per gigabyte
Storage media, container, envelope, postage and delivery charge	Actual Cost
R.C.W. 42.56.120 (2) (b) (c) and (e)	
New and renewal of Business License	\$50.00
Sexually Oriented Business License	\$100.00
Sexually Oriented Manager or Entertainer	\$50.00
Taxi Operator License (per operator)	\$40.00
Taxi Vehicle License (per vehicle)	\$40.00
Returned Check charge	\$40.00
VISA/MC chargeback	\$35.00
Special Event Permit	\$35.00 (An additional \$25.00 is due for applications received 25 business days or less prior to the event).
City Special Event services (barricades, garbage, etc.)	\$25.00 (per event, per service)
Displays on City message boards	\$30.00



Map Reproduction	Color 36 x 48 \$18.00 Color 24 x 36 \$12.00 Special Order 36 x 48 \$30.00 Special Order 24 x 36 \$20.00 Black Line \$1.00 (Per square foot)
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#### *Animal Shelter*

Adoption Fee	\$80.00 (\$100.00)
Adoption Fee with Rabies Vaccine	\$112.50
Animal License (\$5.00 discount for spayed/neutered dogs) No fee for service dogs. Senior citizen 65 yrs. and older 50% off licensing.	\$15.00(\$30.00)
Rabies Vaccination	\$32.50
Surrender of Dog (City residents only)	\$25.00(\$40.00)
Animal Impound (City residents)	First impoundment \$30.00(\$50.00) Second impoundment \$50.00(\$75.00) Third and subsequent impoundment \$100.00(\$150.00) All impound fees shall also be charged unpaid animal license fees.
Boarding fee (over 48 hours)	\$15.00 per day(\$30.00)
Lost license or transfer of license	\$5.00(\$10.00)
Non-resident animal impound fee	First impoundment \$80.00(\$150.00) Second impoundment \$130.00(\$200.00) Third and subsequent impoundment \$180.00(\$250.00)

#### *Civic Center Rental*

Damage Deposit	\$300.00
Kitchen	\$50.00
Black drapery	\$2.00 (per 10 foot section)
Staging	\$10.00 (use of 1 – 4 sections)



Equipment Rental	25" TV Monitor/VCR \$10.00 Multimedia Projector \$20.00
Coffee Service	\$25.00 (per gallon)
Meeting rooms	\$22.00 per hour for each 600 sq. ft.
Main meeting room	\$75.00 per hour

### *Code Enforcement*

Infraction Issued Fees including site visit(s), photos, file creation, documentation, etc. Plus itemized fees to include attorney costs, additional tracked staff time and costs, title searches, service, court filing fees, which may be included in the city request for abatement cost reimbursement per R.C.W. 35.21.955	\$68.00 minimum
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### *Parks and Recreation*

Parks Master Plan	\$20.00
Ballfields and Playfields (Callanan Park/Loop Field.	Field Rental \$12.00 per hour Softball Field preparation \$20.00 each field
City recreation programs	Actual cost of program
Refunds	Before first class: %100 Before second class: %80 Before third class: %50 After third class: No refunds
Picnic Shelters	\$12.50 per hour. Two hour minimum, plus applicable fees for garbage, labor, misc.
Commercial Park (Use by individual, company, corporation, business or similar for the purposes of selling, distributing, or promotion.	\$25.00

### *Police Department*

Fingerprints	\$60.00
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Video Reproduction	Time and material
Audio Reproduction	Time and material
Weapons Permit	\$49.25
Weapons Permit renewal	\$32.00
Weapons Permit renewal – late application	\$42.00
Weapons Permit – replacement	\$10.00
Weapons Dealer Permit	\$125.00
Excess Alarm fee	\$25.00 after three (3) false alarms

*Community Development – Planning*

Address Assignment	\$100.00
Annexation	\$1,200.00 plus \$40.00 per acre or fraction thereof.
Appeal to the Hearing Examiner	Individual - \$1,000.00 H.O.A. - \$500.00
Boundary Line Adjustment	\$315.00
Comprehensive Plan Amendment	\$2,600.00
Comprehensive Plan document	\$35.00
Conditional Use Permit	\$2,700.00
SEPA	\$300.00
EIS	\$1,400.00 plus consultant costs
Fence	\$75.00 residential \$180.00 commercial
Forest Practices Application	\$350.00
Plat/Binding Site Plan	Preliminary: \$3,300.00 plus \$40.00 per lot Extension: \$200.00 Final: \$500.00 plus \$30.00 per lot Administrative Amendments: \$200.00 Public Hearing Amendments: \$1,500.00
Planned Unit Development	Preliminary: \$3,000.00 plus \$25.00 per lot Extension: \$200.00



	Final: \$500.00 plus \$30.00 per lot Administrative Amendments: \$200.00 Public Hearing Amendments: \$1,500.00
Parcel combination	\$320.00
Pre-submittal conference	\$150.00
Short Plat	\$920.00
Site Plan Review	\$1,200.00
Site Plan amendment	\$110.00
Variance Permit	\$2,700.00
Zone Change	\$2,400.00
Zoning Letter	\$45.00
Zoning Ordinance Text Amendment	\$435.00
Signs	\$50.00 when no building permit required \$55.00 per square foot valuation with building permit
<i>Shoreline Specific applications</i>	
Shoreline Management Program document	\$35.00
Shoreline Statement of Exemption	\$170.00
Substantial Development Permit	\$560.00 Public Hearing Required: \$2,300.00
Shoreline Conditional Use Permit	\$2,300.00
Shoreline Variance	\$2,300.00

#### *Community Development – Building*

After Hours Inspections (Regular business hours 8am to 5pm Monday through Friday).	\$70.00 per hour (two hour minimum)
Re-inspection fee	\$70.00 per hour (one hour minimum)
Inspections for which no fee is specifically indicated.	\$70.00 per hour (one half hour minimum)
Additional plan review required for plan changes.	\$70.00 per hour (one half hour minimum)



<p>Note: For the building fees above, or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. Actual costs include administrative and overhead costs.</p>	
<p>Building Valuation</p> <p>*NOTE: all footnotes of Building Valuation Data as published by ICC shall apply</p>	<p>1) New construction, and remodels greater than 50%: of "R" occupancies The City of Shelton will utilize the International Code Council's "Building Valuation Data Table" on a two-year lag as published in the August edition of the Building Safety Journal. The square footage valuations from this table will be implemented on the first day of September following publication and remain in force through August of the following year.</p> <p>2) Private garages, storage buildings, green houses and similar structures shall be valued as Utility, Miscellaneous</p> <p>3) Remodels less than 50% shall be valued at 50% of the table value from the ICC Building Valuation Data for occupancy specified.</p>
<p>Bulkheads</p>	<p>\$20.00 per cubic foot</p>
<p>Building Permit</p> <p>NOTE: Washington State surcharge applies: \$25.00 Commercial, \$6.50 Residential.</p>	<p>Valuation:</p> <p>\$1.00 to \$500.00: <b>\$25.00</b></p> <p>\$501.00 to \$2,000.00: <b>\$25.00 and \$3.00 per each additional \$100 or fraction thereof and including \$2,000</b></p> <p>\$2,001.00 to \$25,000.00: <b>\$70.00 and \$14.00 for each additional \$1,000 or fraction thereof to and including \$25,000</b></p> <p>\$25,000.00 to \$50,000.00: <b>\$390.00 and \$10.00 for each additional \$1,000 or fraction thereof to and including \$50,000</b></p> <p>\$50,001.00 to \$100,000.00: <b>\$640.00 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$100,000</b></p> <p>\$100,001.00 to \$500,000.00: <b>\$1,000.00 and</b></p>





	<b>\$6.00 for each additional \$1,000 or fraction thereof to and including \$500,000</b> 500,001.00 to \$1,000,000.00: <b>\$3,400.00 and \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</b> \$1,000,000 and up: <b>\$5,700 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</b>
Maximum Building Permit fee	\$50,000.00
Early Foundation Permit/Early start agreement (Early foundation permit for commercial/industrial building will be deducted from permit fee upon full submittal.	25% of building permit fee
Demolition permit	\$120.00 plus State surcharge
Reroof – residential only	\$115.00
Reroof –commercial per square valuation is used to determine valuation	<b>\$275.00 per square -</b> Class A&B (hotmop/torchdown) <b>\$250.00 per square -</b> Composition( roll/3 tab) <b>\$325.00 per square -</b> Composition with plywood replacement <b>\$300.00 per square - Metal</b> <b>\$275.00 per square - Shake</b> <b>\$300.00 per square - Shingle</b>
Windows	\$25.00 first window, \$7.00 for each additional window
Reissuance of lost permit card	\$30.00
Reissuance of plan package	\$140.00
Stock Plans	50% of the ICC fee



Solid Fuel/Gas insert	\$140.00
Hearing Examiner appeal	\$2,400.00
Request for Reconsideration	\$500.00
Investigation fee	\$70.00 per hour
Mechanical Permit	<p>Each mechanical permit: <b>\$25.00</b></p> <p><b>FURNACE:</b>  For issuing each supplemental permit for which the original permit for the original permit has not expired, been canceled, or final: <b>\$8.00</b></p> <p>For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3kW): <b>\$16.00</b></p> <p>For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3 kW): <b>\$20.00</b></p> <p>For the installation or relocation of each floor furnace, including vent: <b>\$16.00</b></p> <p>For the installation or relocation of each suspended heater, recessed wall heater on floor-mounted unit heater: <b>\$16.00</b></p> <p><b>Appliance Vents:</b>  For the installation, relocation or replacement of each appliance vent and not included in an appliance permit: <b>\$8.00</b></p> <p><b>Repairs or Additions:</b>  For the repair of, or addition to each heating</p>



	<p>appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code: <b>\$15.00</b></p> <p><b>Boilers, Compressors, and Absorption Systems:</b></p> <p>For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW): <b>\$15.00</b></p> <p>For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW): <b>\$30.00</b></p> <p>For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW): <b>\$40.00</b></p> <p>For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW): <b>\$60.00</b></p> <p>For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW): <b>\$100.00</b></p>
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	<p><b>Air Handlers:</b> For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto: <b>\$12.00</b></p> <p>Note: This fee does not apply to an air-handling unit, which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code for each air-handling unit over 10,000 cfm (4719 L/s): <b>\$20.00</b></p> <p><b>Evaporative Coolers:</b> For each evaporative cooler other than portable type: <b>\$12.00</b></p> <p><b>Ventilation and Exhaust:</b> For each ventilation fan connected to a single duct: <b>\$8.00</b></p> <p>For each ventilation system which is not portion of any heating or air-conditioning system authorized by a permit: <b>\$12.00</b></p> <p>For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood: <b>\$12.00</b></p> <p><b>Incinerators:</b> For the installation or relocation of each domestic-type incinerator: <b>\$20.00</b></p> <p>For the installation or relocation of each commercial or industrial-type incinerator: <b>\$16.00</b></p> <p><b>Miscellaneous:</b> For each appliance or piece of equipment</p>
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	regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table: <b>\$12.00</b>
Mobile/Manufactured Home set-up	Individual Lot: \$472.00 Park Set: \$165.00 NOTE: Includes 4x4 landing
Mobile Home Title Eliminations	\$30.00
Plan Review (All types other than Mechanical) *NOTE: Commercial kitchen based on project valuation of engineer's written estimate.	65% of Permit fee Mechanical only: 25% of Permit fee
Plumbing Permit	Each permit: <b>\$25.00</b> Each supplemental permit: <b>\$10.00</b>  <i>NOTE: Unit Fee Schedule in addition to above</i>  For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefore): <b>\$8.00</b>  For each building sewer and each trailer park sewer: <b>\$16.00</b>  Rainwater systems per drain (inside building): <b>\$8.00</b>  For each cesspool where permitted: <b>\$27.00</b>  For each private sewage disposal system: <b>\$45.00</b>  For each water heater and/or vent: <b>\$8.00</b>  For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps: <b>\$8.00</b>



	<p>For each installation, alteration or repair of water piping and/or water treating equipment, each: <b>\$8.00</b></p> <p>For each repair or alteration of drainage or vent piping, each fixture: <b>\$8.00</b></p> <p>For each lawn sprinkler system on any one meter including backflow protection devices therefore: <b>\$8.00</b></p> <p>For each backflow protective device other than atmospheric type vacuum breakers:</p> <ul style="list-style-type: none"> <li>• 2 inch (51 mm) diameter and smaller: <b>\$8.00</b></li> <li>• over 2 inch (51 mm) diameter: <b>\$16.00</b></li> </ul> <p>Atmospheric-type vacuum breakers:</p> <ul style="list-style-type: none"> <li>• 1 to 5: <b>\$5.00</b></li> <li>• over 5, each: <b>\$2.00</b></li> </ul>
Propane Tanks and Piping (above and below ground)	\$12.00 per tank
Refund: 2015-IBC Section 109.6 / 2015-IRC Section R108.5	<p>The building official may authorize refunding on not more than fifty percent (50%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than seventy-five percent (75%) of the plan review fee paid when an applicant for a permit for which a plan review fee has not been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee paid.</p>





## Fire Department

Automatic Fire Alarm	\$350.00
Flow Test (one-time)	\$140.00
Fixed Fire Suppression	\$200.00
Auto Sprinkler System	\$350.00
Commercial Project Plan Review	\$325.00 up to 3,600 square feet \$400.00 3,600 to 10,000 square feet \$475.00 over 10,000 square feet
Overtime Plan Review	\$101.00 per hour
Public Fireworks Display	\$100.00

## Public Works

Right-of-Way and Obstruction Permits	Short term maintenance permit: <b>\$45.00</b> Temporary Construction of Heavy Use Permit: <b>\$65.00 plus inspection fees</b> Fixture and Encroachment Permit: <b>\$65.00</b> <b>\$15.00 annual renewal fee. If for sidewalk café, add \$280.00/hr. review fee.</b>
Fine for Work in Right of Way without Permits	\$250.00 plus standard permit fee
Special Development Studies: Traffic Impact Reports, Hydrology studies, and similar.	Contract Consultant fees
Traffic Impact Fee	\$3,735.71 for SFR/varies based on use. ORD. 1907-1017 Exhibit B
Civil Plan review	\$225.00 per hour
Inspection Fees	\$85.00 per hour



Latecomer Agreement	\$280.00
Right-of-Way vacation	\$500.00
Sewer Connection Charges	Utility Application Permit: <b>\$65.00 plus applicable GFC</b>
Class A Bio-Solids Fertilizer fee	\$20.00 per 1.66 cyd bag

#### *Sewer GFC*

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$3,258.00
1"	2.50	\$8,145.00
1.5"	5.00	\$16,290.00
2"	8.00	\$26,064.00
3"	16.00	\$48,870.00
4"	25.00	\$81,495.00
6"	50.00	\$162,900.00
8"	80.00	\$260,640.00

- Developments pursuant to SMC 18.02.110 shall be charged twenty-five percent (25%) of the equivalent charge above.

#### *Sewer GFC (Grandview Heights only)*

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$1,629.00
1"	2.50	\$4,072.00
1.5"	5.00	\$8,145.00
2"	8.00	\$13,032.00
3"	16.00	\$24,435.00
4"	25.00	\$40,725.00
6"	50.00	\$81,495.00
8"	80.00	\$130,320.00



### *Reclaimed Water*

#### Water Meter Charge

#### Fee

3/4" Meter	\$238.16
1"	\$354.91
1.5"	\$760.43
2"	\$1,029.38
3"	\$2,018.65
4"	\$3,170.16
6"	\$4,298.21
Above 6"	\$6,095.57

### *Reclaimed Water GFC*

#### Water Meter Size

#### Weighting Factor

#### Fee

3/4"	1.00	\$326.00
1"	2.50	\$815.00
1.5"	5.00	\$1,629.00
2"	8.00	\$2,606.00
3"	16.00	\$4,887.00
4"	25.00	\$8,150.00
6"	50.00	\$16,290.00
8"	80.00	\$26,064.00

### *Water Fees*



Water Turn off (regular business hours)	\$100.00
Water Turn off (after business hours)	\$250.00
Water Turn on (regular business hours, 60 days or more since turn off. 59 days or less no charge)	\$135.00
Water Turn on (after business hours)	\$275.00
Annual Hydrant Water Use permit	\$70.00
Hydrant Water Load	\$145.00 (Commercial consumption charge per SMC 15.28.050)
Hydrant Meter Fee and Deposit	\$70.00 plus \$750.00 refundable deposit
Hydrant Gate Valve Fee and Deposit	\$35.00 plus \$300.00 refundable deposit
Hydrant Wrench Fee and Deposit	\$35.00 plus \$50.00 refundable deposit
Fine for connection to hydrant without permit	\$1,000.00
Fine for connection to hydrant without meter	\$500.00
Fine for unauthorized connection/disconnection of water service	\$500.00
Utility Permit	\$170.00 plus applicable GFC

#### *Water Meter Charge*

3/4" meter	\$238.16
1" meter	\$354.91
1.5" meter	\$760.43
2" meter	\$1,029.38
3" meter	\$2,018.65
4" meter	\$3,170.16
6" meter	\$4,298.21
Above 6" meter	\$6,095.57

#### *Water Meter GFC*



Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$1,260.00
1"	2.50	\$3,150.00
1.5"	5.00	\$6,300.00
2"	8.00	\$10,080.00
3"	16.00	\$18,900.00
4"	25.00	\$31,500.00
6"	50.00	\$63,000.00
8"	80.00	\$100,800.00

- Developments pursuant to SMC 18.02.110 shall be charged twenty-five percent (25%) of the equivalent charge above.

*Misc.*

Commercial Fire Line	No Charge
Backflow Testing	No Charge

*Fill and Grade*

Fill and Grading Plan Review	\$320.00
Inspection	\$80.00



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F3)

Touch Date: 05/26/2020  
Brief Date: 07/07/2020  
Action Date: 07/21/2020

Department: Police/Fire  
Presented By: Darrin Moody/Mike Patti

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Surplus Vehicles

☐

Ordinance

☐ Dept. Head

☒ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

Resolution No. 1161-0620

Vehicle Information from Police Dept.

Vehicle Information from Fire Dept.

☒

Resolution

☐

Motion

☒

Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Police Department has three patrol vehicles that have well exceeded their life as patrol vehicles. Two of the vehicles are 2004, and one is a 2003. They are Crown Victoria police vehicles, which are no longer made by Ford. These vehicles have become too costly to maintain, and it is not safe to continue using them as police patrol vehicles.

Per the amended ILA for Mason County Fire District #5 to provide EMS and Fire Protection Services to the City of Shelton, dated December 20, 2010, Central Mason Fire and EMS has determined that the following equipment, (Engine 72 – 1990 Fire Engine, Utility 71 – 1991 Pickup Truck, Engine 71 – 2000 Fire Engine) is surplus to the needs of the City of Shelton and Fire District #5 and is returning the vehicles to the City of Shelton for auction.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The Police Department and Fire Department would like to surplus the listed vehicles for auction.

### BUDGET/FISCAL INFORMATION:

The estimated value of the three patrol vehicles is approximately \$6,000 total. The estimated value of the two fire engines and one pickup truck is approximately \$11,500 total.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff and Central Mason Fire recommends the Council concur to move this item to the Action Agenda for the July 21, 2020 meeting.



**RESOLUTION NO. 1161-0620**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON DECLARING CITY  
VEHICLES SURPLUS TO THE NEEDS OF THE CITY, AND DISPOSING OF SUCH  
VEHICLES FOR THE COMMON BENEFIT.**

**WHEREAS**, RCW 35A.11.010 and 35A.79.010 allow a municipal code city to dispose of surplus property for the common benefit; and

**WHEREAS**, the City owns vehicles that are no longer needed in order to perform the business of the Police Department and Fire Department.

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

1. All property of the City of Shelton Police Department and the City of Shelton Fire Department, shown on Exhibit "A", is hereby declared surplus to the needs of the City.
2. Disposal of property on Exhibit "A" is declared to be for the common benefit.
3. The property herein declared surplus will be disposed of in accordance with City Policy.

**PASSED** by the City Council of the City of Shelton on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Dorcy

ATTEST:

\_\_\_\_\_  
City Clerk Nault

**Exhibit “A” for Resolution No. 1161-0620**

<b>POLICE DEPARTMENT</b>			
<b>City Asset #</b>	<b>Description</b>	<b>License #</b>	<b>Value</b>
	2004 Ford Crown Victoria	19982D	\$1000
	2004 Ford Crown Victoria	19983D	\$1000
	2003 Ford Crown Victoria	37203D	\$1000

<b>FIRE DEPARTMENT</b>			
<b>City Asset #</b>	<b>Description</b>	<b>License #</b>	<b>Value</b>
Engine72	1990 E-One “Hush” Fire Engine	07026D	\$5000
Engine71	2000 E-One “Hush” Fire Engine	19909D	\$5000
Utility71	1991 GMC Pickup Truck	07035D	\$1500



DATE: May 22, 2020  
TO: Chief Moody  
FROM: Calvin Moran  
RE: Surplus Cars

The following cars are recommended to be declared surplus and sold.

- (1) Plate# 19982D, VIN 2FAFP71W04X180790, 2004, Ford Crown Victoria, black and white, miles 80,000, high mileage, high idle hours, paint coming off roof, hood and driver's door. 16-year-old patrol car. Per Edmunds.com worth about \$1,897.00, if sold to a private party.
- (2) Plate# 19983D, VIN 2FAFP71WX3X222347, 2004, Ford Crown Victoria, black, miles 100,000, high mileage, high idle hours, 16-year-old patrol car. Per Edmunds.com worth about \$2,345.00, if sold to a private party.
- (3) Plate# 37203D, VIN 2FAHP71W33X194643, 2003 Ford Crown Victoria, black, miles 135,000, high mileage, high idle hours, some of the emergency equipment no longer works, paint coming off rear doors, 17-year-old patrol car. Per Edmunds.com worth \$2,087.00, if sold to a private party.



# Central Mason Fire & EMS

Mason County Fire Protection District 5

DATE: June 23, 2020

TO: DONNA NAULT, CITY CLERK

FROM: MIKE PATTI, FIRE CHIEF

RE: Surplus Fire Apparatus

Per the Amended Inter-Local Agreement for Mason County Fire District #5 to provide EMS and Fire Protection Services to the City of Shelton, dated December 20, 2010, Central Mason Fire and EMS hereby returns to the City of Shelton, the following vehicles as identified in Item #6:

- Engine 72, 1990 Fire Engine, License #07026D, VIN# 46JDBAA85L1003257. E-One "Hush", 86,302 miles. Stress fractures in body. Rust in tank. Estimated value at approximately \$5,000.00.
- Engine 71, 2000 Fire Engine, License #19909D, VIN# 4EN3AAA85X1000150. E-One "Hush" Mileage N/A, Stress fractures in body, Rust in tank and plumbing. Estimated value approximately \$5,000.00.
- Utility 71, 1991 pickup truck, License # 07035D, VIN# 2GTEC19Z1M1532632. GMC light duty (1/2-ton) pickup. Engine smokes. Paint is coming off hood and roof, Interior is rough. Estimated Value approximately \$1,500.00.

#### MISSION STATEMENT

"preservation of life, health, property and the environment"

PO Box 1910  
122 W Franklin St  
Shelton WA 98584

360-426-5533  
360-275-2889  
info@cmfe.org

360-427-9438 Fax  
www.cmfe.org  
facebook.com/CMFE5/



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

Touch Date: 06/10/20  
Brief Date: 07/07/20  
Action Date: 07/21/20

Department: Public Works  
Presented By: Ken Gill

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

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

JOH  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROGRAM/PROJECT TITLE:  
Basin 3 Final Sewer Rehabilitation  
Final Acceptance  
ATTACHMENTS:  
Resolution No 1162-0620  
PowerPoint Presentation

- ☐ Ordinance  
☒ Resolution  
☐ Motion  
☒ Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Initial design of the Basin 3 Sewer Rehabilitation project began in July of 2012. After completion of the initial design, the project was placed on hold due to financial uncertainties stemming from the poor economic climate at that time.

In anticipation of moving forward with the project, Public Works and Engineering staff began reviewing the design plans in December of 2016. At that time, the project had an engineer's estimated construction cost of \$7,732,590.08. Of that total, over \$4,000,000.00 was expected to come in the form of a loan from the Department of Ecology. Several issues were uncovered during the staff review and it was determined that the plans were inadequate for construction.

The Public Works and Engineering staff began working on revised plans and specs immediately, while also seeking additional grant funding to reduce the amount of debt the project would incur. With staff revisions in place and additional grant funding secured (\$4,365,000 from the Department of Commerce and \$1,973,882 from the Department of Ecology), the project went out to bid in January of 2018. At the February 7<sup>th</sup> bid opening, Pivetta Brothers Construction Inc. submitted the low bid of \$5,982,441.66 and was awarded the project on March 6, 2018.

Construction commenced April 2, 2018 with 300 working days allowed. By early 2019 it became evident the project was going to be coming in under budget, leaving nearly one million dollars in grant funds unspent. Staff reached out to the Department of Commerce to receive approval for the remaining grant dollars to be expended on constructing new sidewalks and ADA ramps in the project area, citing the additional tasks, although not part of the original bid, are required per the WSDOT Standards and our own City Standards, therefore applicable to the scope of the project. After the Department of Commerce agreed, staff brought the proposal to the Council and in February 2019, Council approved for the remaining grant funds to be expended on ADA compliant curbs and sidewalks, as well as allowed for an additional \$200,000 be set aside as contingency for potential overruns. The added project elements provided the Contractor with 90 additional working days to complete the project. The final pay estimate was signed in April 2020, completing construction in 383 working days, seven days under Contract, and at a total cost of \$6,502,381.49, including tax.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

<b><i>Total Authorized Funding</i></b> (\$6,338,882 in grants + \$200,000 contingency)	\$6,538,882
<b><i>Final Construction Cost</i></b>	<u>\$6,502,381.49</u>
<b><i>Contingency Remaining</i></b>	<u>\$36,500.51</u>

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff requests the Council concur to place Resolution No. 1162-0620 on the July 21, 2020 action agenda.



**RESOLUTION NO. 1162-0620**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, ACCEPTING THE  
BASIN 3 SEWER REHABILITATION PROJECT AS FINAL AND COMPLETE**

**WHEREAS**, a Contract for the Basin 3 Sewer Rehabilitation Project was awarded to Pivetta Brothers Construction in the amount of \$5,982,441.66 on March 6, 2018, following a competitive bidding process; and

**WHEREAS**, construction of the project commenced April 2, 2018; and

**WHEREAS**, a change order, approved by the City Council on February 19, 2019, increased the scope and cost of the project; and

**WHEREAS**, the project was determined to have achieved Physical Completion by the Project Engineer on April 16, 2020; and

**WHEREAS**, the final amount paid to the Contractor is \$6,502,381.49; and

**WHEREAS**, all documentation required by the Contract and required by law has been furnished by the Contractor.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton does hereby declare that the Basin 3 Sewer Rehabilitation Project is accepted as final and complete.

Passed by the City Council at its regular meeting held on the 21<sup>st</sup> day of July, 2020.

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Mayor Dorcy

ATTEST:

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City Clerk Nault



# Basin 3 Sewer Rehabilitation Project

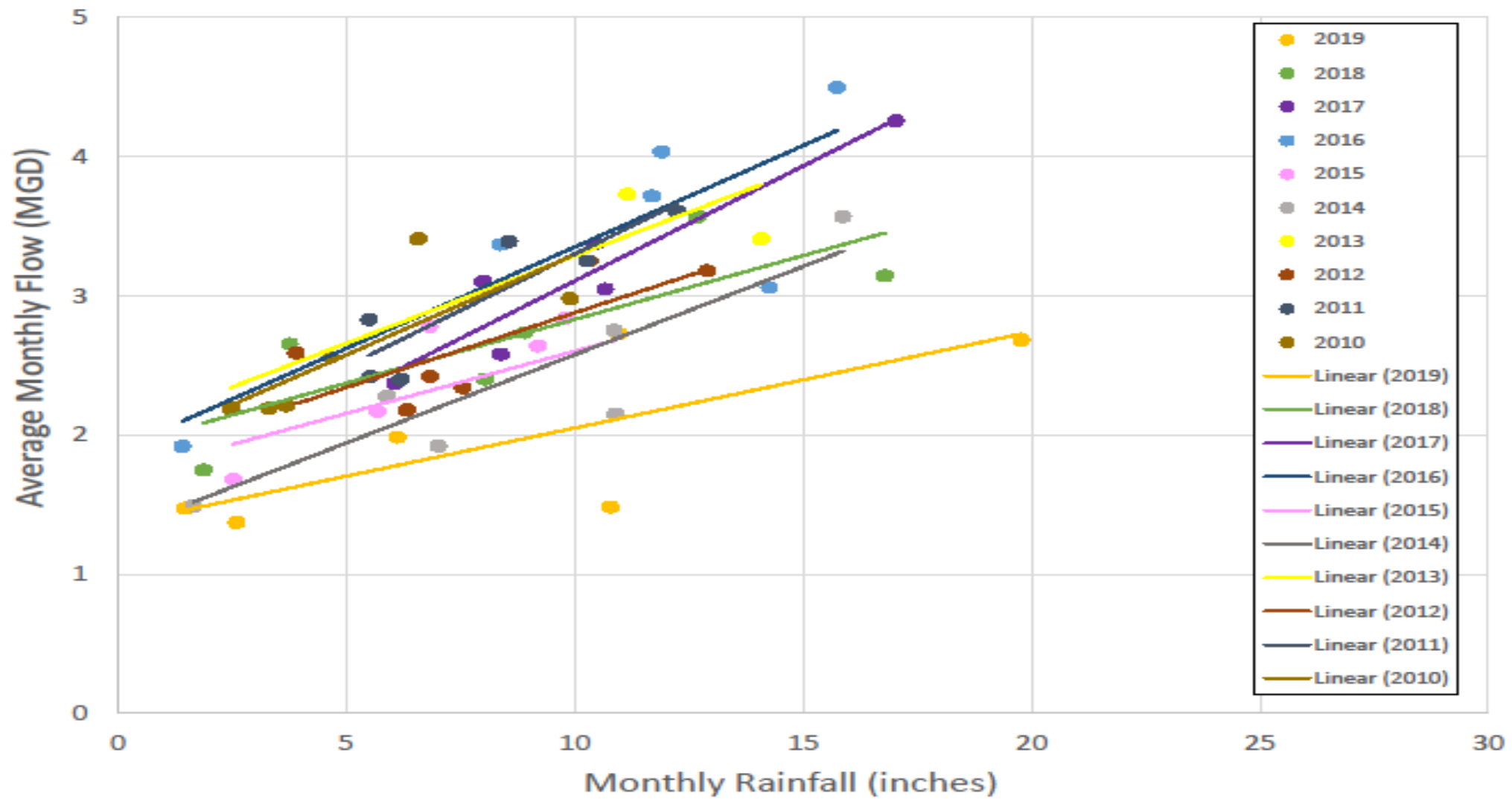
## Final Acceptance

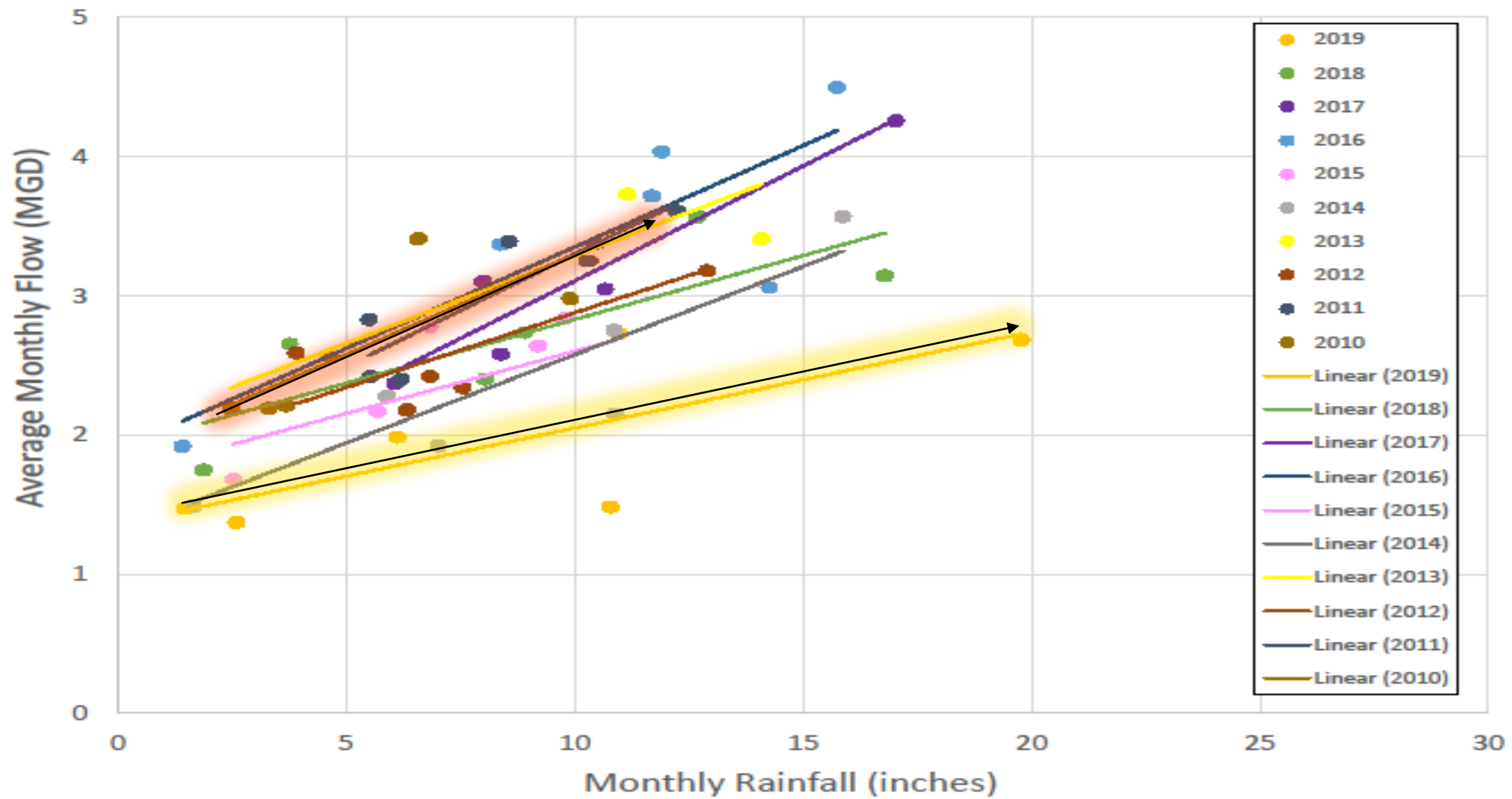
# Goal: To reduce Inflow and Infiltration (I&I) in the Basin 3 Sewer area

*Infiltration* occurs when groundwater seeps into sewer pipes through cracks, leaky pipe joints, and/or deteriorated manholes.

*Inflow* is stormwater that enters the sewer system through catch basins, roof drains, basement sump pumps, or foundation drains that are illegally connected to the sewer.

When ground water and stormwater enter the City's sewer collection systems, the piping system can surcharge/overtop and the wastewater treatment plant becomes less efficient and can fail leading to a permit violation.

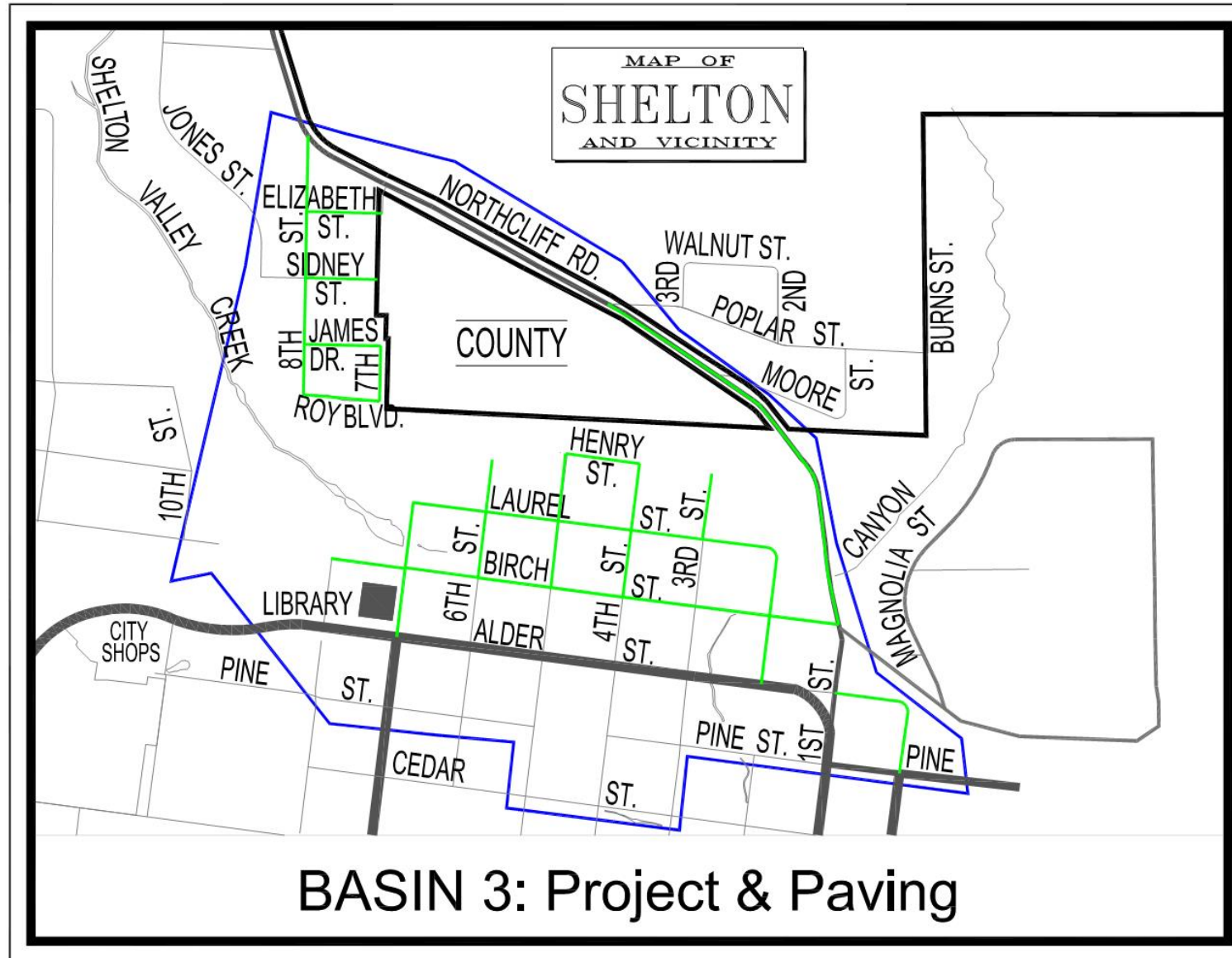




Project Area



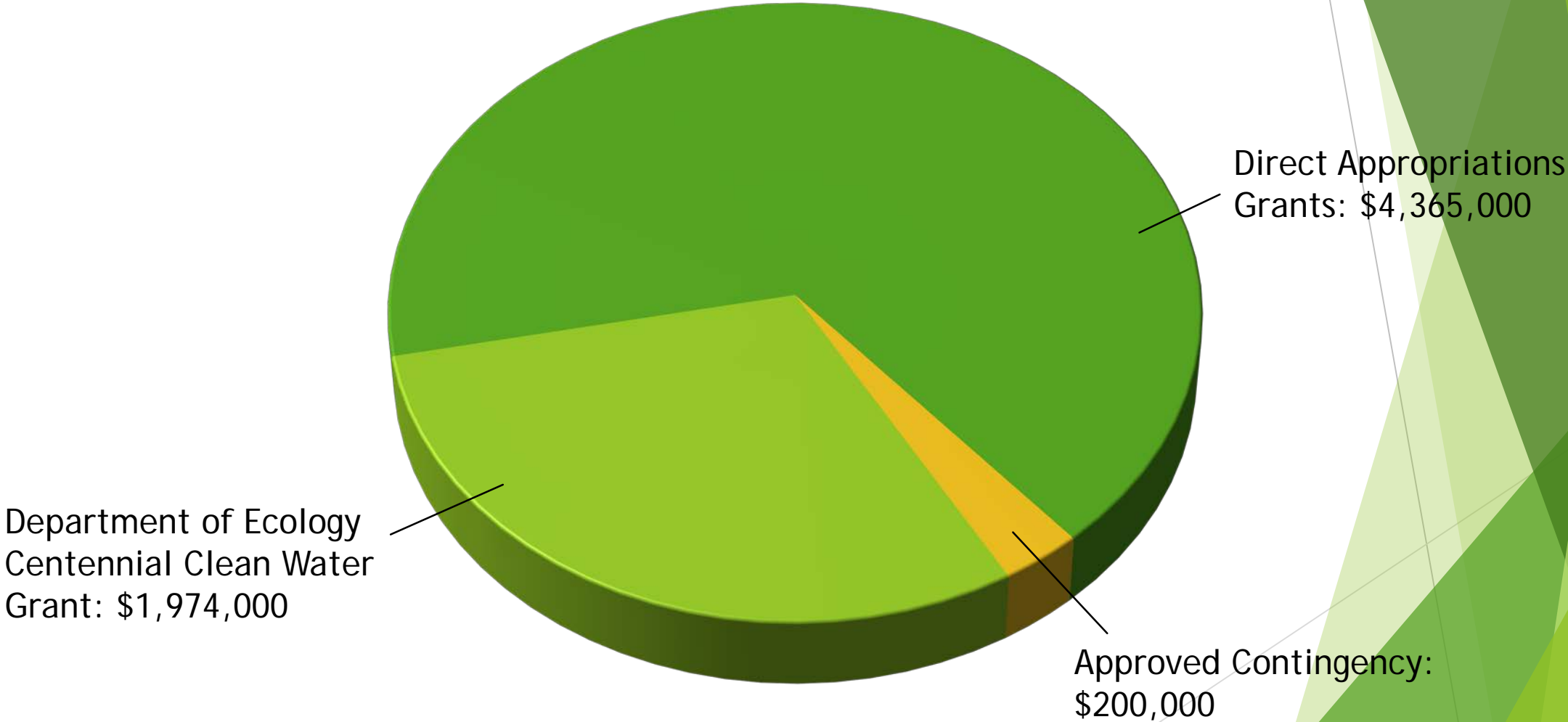
Paving







Total Funding: \$6,539,000  
Total Construction Cost: \$6,502,381.49



# 4<sup>th</sup> and Birch

Before



After





# 5<sup>th</sup> and Laurel

Before



After





# 7<sup>th</sup> from Alder

Before



After





# 7<sup>th</sup> from Birch

Before



During



After





# Birch Looking East

Before



After





# Birch Looking West

Before



After



# This Project Completed:

- ▶ 15,765 Linear Feet of Sewer Main (various sizes and types)
- ▶ 189 Sewer Laterals (the pipe that connects a home's or business' plumbing to the City's sanitary sewer system)
- ▶ 5,095 Square Yards of Concrete for:
  - ▶ 33 Blocks of Sidewalk
  - ▶ 10,547 Linear Feet of Curb and Gutter
  - ▶ 36 ADA Ramps
- ▶ 4,931 Tons of Asphalt for:
  - ▶ 36 Blocks, plus Northcliff from W. Birch to W. Poplar, of Roadway Overlay
  - ▶ 36 Blocks of Paved Parking Strips (1 Side = 1 Block)

# Questions?



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

Touch Date: 06/11/2020  
Brief Date: 07/07/2020  
Action Date: 07/21/2020

Department: Public Works  
Presented By: Ken Gill

**APPROVED FOR COUNCIL PACKET:****ROUTE TO:**

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

**REVIEWED:**

JOH

PROGRAM/PROJECT TITLE:  
Satellite WWTP Reclaimed Tank  
Design Contract Amendment No. 1

**ATTACHMENTS:**

- Resolution No. 1163-0620
- Contract Amend. 1 with tracked changes
- Contract Amend. 1 clean, with Exhibits
- ILA with Squaxin Island Tribe
- Figure showing potential location of reclaimed water tank and existing satellite water reclamation plant

**Action Requested:**

- ☐ Ordinance
- ☒ Resolution
- ☐ Motion
- ☒ Other

**DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:**

In August of 2018, after completing a formal solicitation process, Council approved a \$57,100 Contract with Gray & Osborne Inc. (G&O) for the design of a new, larger, reclaimed water tank at the Satellite Wastewater Treatment Plant. In October of 2018, City staff had received word from the Squaxin Island Tribe Water Resources Biologist, expressing interest in applying for a grant through the Department of Ecology (ECY) and hoped to work with the City to brainstorm eligible projects. It was at that point, City staff requested Gray & Osborne put design efforts on hold in anticipation the new reclaimed water tank may be identified as an eligible project.

Squaxin Island Tribe was awarded funds from the Department of Ecology's Water Resources Streamflow Restoration Interim Implementation Grant and in August of 2019, Squaxin Island Tribe signed the funding agreement with the Department of Ecology.

In March of 2020, Council adopted Resolution No. 1156-0320, approving an Interlocal Agreement (ILA) with the Squaxin Island Tribe for planning and design of reclaimed water and wastewater conveyance facilities. The ILA defines two tasks to be completed and reimbursed by the Tribe, Task 1 being for the planning and design of an in-ground storage tank for reclaimed water (which will be achieved with this Contract Amendment), and Task 2 being for the planning and design to redirect sewer flows.

With the ILA and funding assistance from the Tribe in place, staff is ready to have Gray & Osborne, Inc. resume design efforts of the reclaimed water tank, which brings forth Contract Amendment No. 1. This Amendment provides additional scope to better align the project with Task 1 identified in the ILA with the Tribe, \$38,900 in additional funding to pay for the added scope, and extends the Contract end date to December 31, 2021. The Exhibits attached to Contract Amendment No. 1 further defines the added Scope of Work, outlines the schedule of anticipated milestones, as well as provides a table explaining the additional task elements and the associated estimated costs.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:**

<b><i>Contract</i></b>	<b><i>Execution</i></b>	<b><i>Expiration</i></b>	<b><i>Amount</i></b>	<b><i>New Total Contract Amount</i></b>
Original	9/4/2018	6/30/2019	\$57,100	\$57,100
Proposed Amend. No 1	7/21/2020	12/31/2021	+ \$38,900	\$96,000

Only \$2,831.09 of the original Contract has been expended to date. Payments made to the Consultant for design efforts will be submitted to Squaxin Island tribe for full reimbursement of all of the project costs, as stated in the ILA with the Tribe.

**PUBLIC INFORMATION REQUIREMENTS:**

Information can be obtained through the Public Works Department.

**STAFF RECOMMENDATION/MOTION:**

Staff requests the Council concur to place Resolution 1163-0620 and the Satellite WWTP Reclaimed Tank Design Contract Amendment No. 1 on the July 21, 2020 action agenda.



**RESOLUTION NO. 1163-0620**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR THE DESIGN OF THE SATELLITE WASTEWATER TREATMENT PLANT RECLAIMED TANK**

**WHEREAS**, the City Council approved a Contract on September 4, 2018 with Gray & Osborne, Inc. for the design of a new reclaimed water tank at the Satellite Wastewater Treatment Plant; and

**WHEREAS**, in October 2018, City staff placed design efforts on hold following discussions with the Squaxin Island Tribe and the possibility of the Tribe providing funding assistance for the project; and

**WHEREAS**, on March 17, 2020, Council adopted Resolution No. 1156-0320 approving the Interlocal Agreement with Squaxin Island Tribe for planning and design of reclaimed water and wastewater conveyance facilities; and

**WHEREAS**, City staff recognized the current Contract with Gray & Osborne, Inc. needs to be amended to provide additional scope, budget, and time, to better align the project with the tasks identified in the Interlocal Agreement with the Squaxin Island Tribe; and

**WHEREAS**, Gray & Osborne, Inc. has submitted Amendment No. 1 to the current contract to complete design efforts of the Satellite Wastewater Treatment Plant Reclaimed Tank for a new cost not to exceed \$96,000.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton that the City Manager is authorized to sign Amendment No. 1 to the Satellite WWTP Reclaimed Tank Design Contract with Gray & Osborne, Inc.

Passed by the City Council at its regular meeting held on the 21<sup>st</sup> day of July, 2020.

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Mayor Dorcy

ATTEST:

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City Clerk Nault

## Amendment to Contract No.1

Agency City of Shelton  
Name of Project Satellite WWTP Reclaimed Water Tank Design

City of Shelton desires to amend the agreement entered into with Gray & Osborne, Inc. executed on September 4, 2018 and identified as Satellite WWTP Reclaimed Water Tank Design Services.

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

**Section 1 of the Contract for Services, Scope of Services to be Performed by Consultant is hereby amended to read:**

*The consultant shall provide detailed design and construction documents for the Satellite WWTP Reclaimed Water Tank, as described on **Exhibits A and C** attached hereto and incorporated herein by this reference as if fully set forth in this contract. In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements.*

**Section 6 of the Contract for Services, Compensation and Method of Payment is hereby amended to read:**

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

*The Consultant shall provide engineering services for this project at a cost not to exceed ~~\$57,400~~**\$96,000, (\$57,100 as shown in **Exhibit A, Part 2**, and \$38,900 as shown in **Exhibit C, Part 2**).** If additional task authorizations are issued, a new scope and budget will be requested.*

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

**Section 8 of the Contract for Services, Duration of Agreement is hereby amended to read:**

*This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending ~~June 30, 2019~~**December 31, 2021**, unless sooner terminated under the provisions hereinafter specified.*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
Print Name and Title

ATTEST:

\_\_\_\_\_  
City Clerk Nault

## Amendment to Contract No.1

Agency City of Shelton  
Name of Project Satellite WWTP Reclaimed Water Tank Design

City of Shelton desires to amend the agreement entered into with Gray & Osborne, Inc. executed on September 4, 2018 and identified as Satellite WWTP Reclaimed Water Tank Design Services.

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

**Section 1 of the Contract for Services, Scope of Services to be Performed by Consultant is hereby amended to read:**

*The consultant shall provide detailed design and construction documents for the Satellite WWTP Reclaimed Water Tank, as described on **Exhibits A and C** attached hereto and incorporated herein by this reference as if fully set forth in this contract. In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements.*

**Section 6 of the Contract for Services, Compensation and Method of Payment is hereby amended to read:**

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

*The Consultant shall provide engineering services for this project at a cost not to exceed \$96,000, (\$57,100 as shown in **Exhibit A, Part 2**, and \$38,900 as shown in **Exhibit C, Part 2**). If additional task authorizations are issued, a new scope and budget will be requested.*

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

**Section 8 of the Contract for Services, Duration of Agreement is hereby amended to read:**

*This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending **December 31, 2021**, unless sooner terminated under the provisions hereinafter specified.*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
Print Name and Title

ATTEST:

\_\_\_\_\_  
City Clerk Nault

## **EXHIBIT C**

### **SCOPE OF WORK**

#### **CITY OF SHELTON TASK 1 – ADDITIONAL ENGINEERING SERVICES FOR RECLAIMED WATER TANK**

##### **PROJECT UNDERSTANDING**

The City plans to construct a new reclaimed water storage tank at the site of the Satellite Wastewater Treatment Plant (WWTP) to allow it to supply peak reclaimed water demands, including augmenting the headwaters of Goldsborough Creek. The City is seeking to construct a new storage tank with a volume of up to 750,000 gallons. Gray & Osborne, Inc. will prepare a predesign report to provide recommendations for the location, size, type, configuration, system hydraulics, and piping configuration for a new reclaimed water storage tank at the City's Satellite WWTP site. Gray & Osborne will prepare preliminary design documents, including preliminary engineering drawings and cost estimates for the reclaimed water storage tank. The drawings will include survey of the Satellite WWTP site, site layout, plan and profile sheets, and mechanical drawings of pumps, piping, valves, and equipment.

This scope is additive to the previously approved scope of work for Satellite WWTP Reclaimed Water Tank Design Services approved by the City in September 2018.

##### **PROJECT SCOPE**

The scope of work includes the following tasks.

##### **Prepare Predesign Report and Preliminary Design**

- A. Establish projected capital and operating costs for new reclaimed water tank.
- B. Prepare draft Predesign Report, incorporating findings of Subtask A and Tasks 1, 2, and 3 from the previously approved scope of work.
- C. Review draft Predesign Report in a meeting with the City and Tribe.
- D. Complete topographical survey of preferred reclaimed water storage tank site at the Satellite WWTP.
- E. Complete Preliminary Design Drawings for the reclaimed water storage tank, including tank site plan and sections and mechanical drawings of

pumps, piping, valves, and equipment at the tank and Satellite WWTP site.

- F. Review final Predesign Report and Preliminary Design Drawings in a meeting with the City and Tribe.
- G. Submit final Predesign Report and Preliminary Design Drawings to Ecology.

## **DELIVERABLES**

- Draft Predesign Report (three hard copies, one PDF copy)
- Final Predesign Report with Preliminary Design Drawings (three hard copies, one PDF copy)

## **BUDGET**

Based on the scope of work described above, the total estimated cost for completing the engineering services tasks is \$38,900, as shown in the attached Exhibit C Part 2.

## **SCHEDULE**

<b>Milestone</b>	<b>Date</b>
Notice to Proceed	August 3, 2020
Draft Predesign Report to City and Tribe	December 10, 2020
Meet with City and Tribe to Review Draft Report	January 13, 2021
Final Predesign Report and Preliminary Design Drawings to City and Tribe	March 19, 2021
Meet with City and Tribe to Review Final Predesign Report and Preliminary Design Drawings	April 7, 2021
Submit Final Predesign Report and Preliminary Design Drawings to Ecology	May 21, 2021



## EXHIBIT C PART 2

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

#### *City of Shelton - Task 1 - Additional Engineering Services for Reclaimed Water Tank*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD/ GIS Technician Hours	Professional Land Surveyor Hours	Survey Crew (2 person) Hours
1 Prepare Predesign Report	1	2	12	4	2			
2 Preliminary Design Drawings	6	10	80	32	12	80	8	40
Hour Estimate:	7	12	92	36	14	80	8	40
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$135	\$140	\$165	\$85	\$145	\$185
Fully Burdened Labor Cost:	\$1,225	\$2,040	\$12,420	\$5,040	\$2,310	\$6,800	\$1,160	\$7,400

Total Fully Burdened Labor Cost: \$ 38,395

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 505

**TOTAL ESTIMATED COST: \$ 38,900**

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHELTON AND SQUAXIN  
ISLAND TRIBE FOR PLANNING AND DESIGN OF RECLAIMED WATER AND  
WASTEWATER CONVEYANCE FACILITIES**

WHEREAS, the City of Shelton ("City") is a local government organized under Washington law, with all the rights and responsibilities pertaining thereto; and

WHEREAS, the Squaxin Island Tribe ("Tribe") is a federally-recognized Indian tribe and a signatory party to the Treaty of Medicine Creek, with all the rights and responsibilities pertaining thereto; and

WHEREAS, Chap. 39.34 RCW provides for local governmental units, including cities and federally-recognized Tribes, to make the most efficient use of their powers by cooperating on the basis of mutual advantage; and

WHEREAS, the Squaxin Island Tribe has received a grant from the Washington State Department of Ecology ("Ecology") to fund the Goldsborough Creek Streamflow Restoration Project ("Streamflow Restoration Project") through Ecology's funding agreement (Agreement No. WRSRP-2019-SqIsTr-00029), which is incorporated herein; and

WHEREAS, the Streamflow Restoration Project will include the planning and design of a new storage facility for reclaimed water, as well as the redirection of raw sewage produced in North Shelton neighborhoods from the City's main wastewater treatment plant on Oakland Bay to the City's Satellite Water Reclamation Plant ("WRP") near the airport; and

WHEREAS, the City is willing to lead efforts to plan for and design the above referenced facilities and sewer re-routing; and

WHEREAS, the Tribe is willing to utilize its Ecology grant funding to reimburse the City for grant-eligible planning and design expenses; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to state law, and the Tribe is authorized to enter into this Agreement pursuant to federal and Tribal laws, and applicable state law.

NOW, THEREFORE, the City and the Tribe (collectively referred to as "the Parties") agree as follows:

**Section 1. Tasks.** The City's planning and design efforts included in this Agreement shall comply with all applicable state and federal law and Ecology's funding agreement and include the following tasks:

1. Task 1: In-ground storage tank for reclaimed water- Expenses for all subtasks listed under Task 1 sum up to \$96,000, which matches "Task 2" in Squaxin's funding agreement with Ecology.

- A. *Purpose.* Complete planning, geotechnical evaluation and preliminary design of an in-ground storage tank for reclaimed water from the City of Shelton Satellite Water Reclamation Plant (“WRP”), with an estimated capacity of 750,000 gallons. The additional storage shall serve as a buffer to variability in use, backup for firefighting, and allow strategic timing of application of reclaimed water to the ground to benefit aquifers, streams and wetlands.
- B. *Subtask 1.1.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that its employees and agents, including hired consultants, carry out the following subtasks:
1. Review existing reports, designs, record drawings, and data on the existing reclaimed water storage tank, reclaimed water mains and distribution system, and Satellite WRP.
  2. Perform site visit to meet with operations and maintenance staff to review existing infrastructure and facilities, including the existing reclaimed water tank.
  3. Incorporate wastewater flow projections and reclaimed water demands for WRP from Facility Planning effort into analysis.
  4. Identify potential uses of reclaimed water and quality of water required. Determine treatment requirements and regulatory issues, including water rights issues affecting water reuse. Comment on the technical and economic feasibility of water reuse options. Prepare conceptual cost estimates of water reuse systems to support this analysis.
  5. Evaluate the potential for augmentation of Goldsborough Creek, through provision of reclaimed water to the Creek (through wetlands or ground) or to the Washington Corrections Center (reducing well water consumption by WCC and thus increasing groundwater available for the creek). Evaluate the possibility of treating and reusing additional flow from the Mountain View basins, if rerouted.
  6. Provide preliminary impairment analysis for Goldsborough Creek augmentation alternative.
  7. Attend phone conference or in-person meeting with WSDOC regarding opportunities for reuse.
  8. Document evaluation in draft 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan. Review draft evaluation in a meeting with the City and Tribe.
  9. Submit final 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan to Ecology.
- C. *Anticipated costs for sub-task 1.1.* The Parties anticipate the City will incur expenses up to \$35,000 for accomplishing the subtasks outlined in Section 1.1 above.
- D. *Sub-task 1.2, geotechnical evaluation.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that a geotechnical evaluation is performed at the preliminary site of the new reclaimed water tank. Field work shall include two test borings to

40-foot depth. The City shall ensure that recommendations are provided for foundation design of the new reclaimed water tank.

- E. *Anticipated costs for Sub-task 1.2.* The Parties anticipate the City will incur expenses up to \$15,000 for the geotechnical evaluation referenced in Section 1.D of this Agreement.
- F. *Sub-Task 1.3: Prepare Predesign Report.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that a draft Predesign Report is prepared, including the following components associated with the new reclaimed water tank:
1. Review existing and future reclaimed water demands, system configuration, pumping, and transmission requirements to determine the recommended size of the reservoir. Potential reclaimed water demands include increased groundwater recharge to benefit stream flows in Goldsborough Creek, Department of Corrections, State Patrol, Port of Shelton, Mason County Public Works, Shelton Hills Master Planned Development, and City Urban Growth Area. Evaluate tank diameter/height combinations to provide the desired storage volume for peak demands, while maintaining the required overflow and base elevations.
  2. Based on the reservoir size and elevation requirements, identify the optimum location to construct the new reclaimed water tank. The new location will take into consideration operation of the existing system during construction and allowance for staging of materials and equipment during construction of the new tank.
  3. Evaluate the various types of tank for the application to determine the optimum type based on the size and configuration. Potential reservoir types include Reinforced Concrete, Pre-Stressed Concrete, Welded Steel and Bolted Steel. Incorporate geotechnical recommendations for foundation design into the reservoir type evaluation. Evaluate alternatives for both capital costs and operation and maintenance costs to determine which type of reservoir provides the City with the lowest life cycle costs.
  4. Review reclaimed storage and pumping system hydraulics to determine the optimum piping configuration for existing and future system demands. Identify any existing system components as retained, abandoned or demolished.
  5. Based on available site information and recommended alternatives, prepare a conceptual site plan including location of the new reclaimed water tank, routing of reclaimed water mains and other utilities, and site access improvements.
  6. Prepare a detailed preliminary cost estimate for the recommended alternative.
  7. Identify permits that will be required for completion of construction of the recommended alternative.
  8. Review draft report in a meeting with the City and Tribe.
  9. Submit final report to Ecology.



- G. *Anticipated expenses for sub-task 1.3.* The Parties anticipate the City will incur expenses up to \$46,000 for preparation of the preliminary design report under sub-task 1.3.
2. Task 2: Redirection of sewer flows- Expenses for all subtasks listed under Task 2 sum up to \$296,000, which matches "Task 3" in Squaxin's funding agreement with Ecology.
- A. *Purpose:* Complete planning and predesign for redirection of raw sewage produced in North Shelton neighborhoods, including Mountain View, new Shelton Hills, Goldsborough Heights and DARCI development areas from the City's main Fairmont wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant near the airport. A significant portion of the City's wastewater in North Shelton is currently treated and routed directly to Oakland Bay. Currently, that flow predominantly comes from the Mountain View Basin; however, in the near future, additional North Shelton flow is expected to come from the new Shelton Hills, Goldsborough Heights and DARCI development areas. Redirecting that water (or other from growth in the North Shelton area) to the satellite reclaimed water plant would make it available for use as reclaimed water high up in the Goldsborough watershed as a benefit to aquifers and streams and wetlands. Preliminary estimates are that 500,000 gallons per day of wastewater is produced in the Mountain View area. Current and future wastewater flows will be further evaluated in the facility planning process.
- B. *Subtask 2.1. Wastewater treatment facility planning.* In furtherance of the purposes articulated in Section 2.A of this Agreement, the City shall ensure completion of planning services for the North Shelton wastewater diversion effort and update the corresponding portion of the 2020 Sewer Comprehensive Plan/Wastewater Facility Plan, including the following components of this planning effort:
1. Review existing reports, designs, record drawings, and data on the existing North Shelton sewer system.
  2. Perform site visit to meet with operations and maintenance staff to review existing North Shelton infrastructure and facilities.
  3. Use infiltration and inflow analysis, flow metering, and computerized hydraulic model constructed as part of 2020 Sewer Comprehensive Plan Update/Wastewater Facility to evaluate current and future wastewater flows in North Shelton.
  4. Develop estimates for projected North Shelton flows (including Mountain View Basin and new Shelton Hills, Goldsborough Heights and DARCI development areas), including peak hour, peak day, maximum month, annual average and loadings (BOD and TSS)
  5. Identify preferred location, and establish design criteria, for a lift station to convey diverted North Shelton wastewater to the WRP.
  6. Provide preliminary conceptual evaluation of alternatives for a force main to convey wastewater from North Shelton to the WRP, and select a recommended alternative.



7. Evaluate future feasible maximum capacity of the WRP and costs for upgrades to provide capacity.
  8. Develop capital and operating costs for the diversion of Mountain View Basin wastewater to the WRP.
  9. Determine the basins / subbasins to be re-directed based on the timing of development, the expanded capacity of the WRP and cost to provide that capacity, conveyance costs, environmental impacts, and other factors.
  10. Document evaluation in draft 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan. Review draft evaluation in a meeting with the Tribe.
  11. Submit final 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan to Ecology.
- C. *Anticipated expenses for subtask 2.1.* The Parties anticipate the City will incur expenses up to \$77,000 for planning efforts under sub-task 2.1.
- D. *Subtask 2.2. Preliminary Design Report and Design.* In furtherance of the purposes articulated in Section 2.A of this Agreement, the City shall ensure completion of a preliminary design Report and Design, including the following components of this design effort:
1. Complete a siting study for a new pump station to convey North Shelton wastewater to the WRP. Include preliminary geotechnical and archaeological evaluation of site.
  2. Provide detailed evaluation of alternatives for a force main to convey wastewater from North Shelton to the WRP, and select a final alternative.
  3. Provide preliminary wetland and archaeological evaluation of conveyance routes.
  4. Finalize design criteria (flows and head) for new pump station.
  5. Develop conceptual layout for pump station.
  6. Establish projected capital and operating costs for new pump station and force main.
  7. Prepare draft Predesign Report, incorporate findings from Subtasks 2.2.1 through 2.2.6.
  8. Complete field survey of pump station site and conveyance line route, estimated length of 2,000 lineal feet.
  9. Complete preliminary drawings for the pump station and conveyance line.
  10. Review draft report and preliminary drawings in a meeting with the Tribe.
  11. Submit final report to Ecology.

- E. *Anticipated expenses for subtask 2.2.* The Parties anticipate the City will incur expenses up to \$219,000 for planning efforts under sub-task 2.2.

**Section 2. General provisions.**

1. *Authority/responsibility over consultants.* The City shall have sole discretion to select and retain consultants as needed to carry out the terms of this Agreement. The City shall have responsibility for ensuring proper payment of consultants.
2. *Deliverables.* The City shall provide to the Tribe technical memos, reports, and design documents related to this Agreement upon completion by consultants.
3. *Termination.* This Agreement may be terminated by either Party without prejudice to any other remedy that the non-defaulting Party may have if the other Party defaults in performance of any provision of this Agreement. The non-defaulting Party shall give the defaulting Party ten (10) days' written notice of the non-defaulting Party's intention to terminate this Agreement, within which time the defaulting Party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting Party be City, the Tribe shall ensure that the City receives reimbursement for all funding-eligible services satisfactorily provided up to the time of default.
4. *Records.*
  - a. The City shall maintain adequate financial records, in accordance with generally accepted accounting practices, such that it can clearly and easily identify all claimed costs and expenses and the relatedness of those costs and expenses to this Agreement.
  - b. All records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the Tribe.
  - c. The City shall provide the Tribe with copies of any records upon the Tribe's reasonable request.
5. *Payments to the City.* After compensating consultants for funding-eligible tasks that are satisfactorily completed, the City shall submit billings and supporting documentation to the Tribe for reimbursement. The Tribe shall request payment from Ecology grant funds, no less frequently than on a quarterly basis, and reimburse the City for costs expended.
6. *Limit on Tribe's expenditures.* The Tribe shall be obligated to pay no more than \$392,000 for the services in this Agreement, unless otherwise agreed in writing by the Parties.
7. *Agreement Term.* This Agreement shall commence on the date when both Parties have executed the Agreement, and remain in effect through completion of the tasks outlined herein, provided that the Ecology grant received by the Tribe remains in effect.
8. *Dispute Resolution.* The Parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by first attempting to resolve the disagreement by informal discussions between persons with direct responsibility for administering this

Agreement. If that is unsuccessful, then the Parties shall engage in negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. If these informal negotiations are unsuccessful, then either or both Parties may agree to proceed to mediation, or a Party may proceed to state court.

9. *Limited Waiver of Sovereign Immunity.*

The Tribe expressly retains all rights and benefits of sovereign immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or as increasing the Tribe's liability beyond any statutory or other limitation of liability, except as expressly stated in this Section 9.

The Tribe hereby grants and provides a limited waiver of sovereign immunity to enforce the terms of this Agreement. This limited waiver of sovereign immunity shall apply in a state court of competent jurisdiction, after the Parties have complied with the Dispute Resolution provisions herein. This waiver does not extend to and is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties; nor does it extend to any other type of action or to any other forum or regarding any other matter. No award for punitive damages of any kind may be made or enforced against the Tribe. The limited waiver of sovereign immunity shall only apply during the period of performance of this Agreement.

Any payment of a monetary judgment related to this Agreement, or any other defense and/or indemnity obligation related to this Agreement, shall be limited by and to the grant amount of \$392,000.

10. The City assumes full responsibility for acts, negligence or omissions of all its employees under this Agreement, for those of its subcontractors and their employees, and for those of all other persons doing work under contract with it. The City shall indemnify and hold harmless the Tribe, its subsidiaries, and the officers, agents and employees of each, from and against all claims, damages, losses, and expenses related to or arising from the City's services as set out in this Agreement. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) that are caused in whole or in part by the City's negligent act or omission, or that of the City's subcontractor(s), or that of anyone employed by them or for whose acts the City or its subcontractor(s) may be liable.

11. *Taxation.* The Tribe is exempt from state taxes for goods and services received in Indian Country as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, certain excise taxes, and others. The City may be eligible for an exemption from state taxes for goods and services provided to the Tribe in Indian Country, as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, Business & Occupation tax, and others. The City shall comply with WAC 458-20-192 to perfect applicable exemptions from state taxation, and pay any other applicable taxes.

12. *Agreement administrators.*

Erica Marbet, Water Resources Biologist, shall provide general administration of the Agreement as the Tribe's representative.




Jeff Niten, City Manager, shall provide general administration of the Agreement as the City's representative.

13. *Entire Agreement, Amendments.* This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.
14. *Severability.* If any part of this Contract is held unenforceable, the rest of the Contract will continue in effect.
15. *No separate entity.* This Agreement does not create a separate legal or administrative entity pursuant to RCW 39.34.030.
16. *Waiver.* If any Party fails to exercise any of its rights under this Agreement, it will not be precluded from subsequent exercise of that right. A failure to exercise any right will not constitute a waiver of any other rights under this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in Shelton, Washington, on the dates herein indicated.

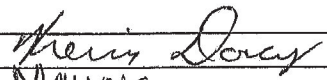
DATE: 4/9/20

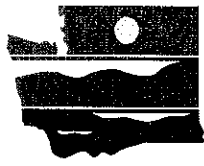
**SQUAXIN ISLAND TRIBE**

  
By: Marvin Campbell  
Title: Tribal Administrator  
Address: 10 SE Squaxin Lane  
Shelton, WA 98584  
Telephone: (360) 427-9781  
Facsimile: (360) 426-3971

DATE: 3/17/2020

**CITY OF SHELTON**

  
By: Kevin Doray  
Title: Mayor  
Address: 529 W Cota St.  
Shelton, WA 98584  
Telephone: 360.426.4491  
Facsimile: 360.426.1338



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**Agreement No. WRSRP-2019-SqIsTr-00029**

**WATER RESOURCES STREAMFLOW RESTORATION INTERIM IMPLEMENTATION GRANTS  
AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**SQUAXIN ISLAND TRIBE**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Squaxin Island Tribe, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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**GENERAL INFORMATION**

Project Title:	Goldsborough Streamflow Restoration Project
Total Cost:	\$520,000.00
Total Eligible Cost:	\$520,000.00
Ecology Share:	\$520,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2019
The Expiration Date of this Agreement is no later than:	12/31/2020
Project Type:	Streamflow Restoration Grants

**Project Short Description:**

This project aims to restore streamflows in the Goldsborough Creek watershed. This creek is within Water Resource Inventory Area (WRIA) 14, a priority basin under RCW 90.94. Goldsborough Creek is also designated habitat for Endangered Species Act (ESA)-listed winter steelhead.

This project will design and construct infrastructure projects that will decrease well pumping and redirect reclaimed water into the ground to benefit groundwater and ultimately surface water of the creek.

**Project Long Description:**

The current state of water use in the Goldsborough watershed is visualized in Figure 1 and Table 1 (in uploads). Potable water wells in the watershed are used by the City of Shelton, other Group A and B wells (including that of the Washington Corrections Center (WCC)), and hundreds of rural permit-exempt wells, domestic and other. Wastewater from the Shelton area is mainly processed by the City's Fairmont wastewater treatment plant and discharged directly to



Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

Oakland Bay (1.3 million gallons per day). Another 213,000 gallons per day mainly from WCC are processed at the City's satellite wastewater treatment plant near Hwy 101 and the airport (Sanderson Field). The satellite plant treats wastewater to reclaimed status and then transports and applies it to timber stands north of Dayton Airport Road. This is beneficial to North Fork Goldsborough Creek, but it does not offset the pumping deficit to North Fork Goldsborough that is created by WCC well pumping (deficit is 129,000 gallons per day). The project tasks will restore water back into Goldsborough Creek.

The project consists of five tasks:

1. Grant Administration.

2. Design a 750,000+ gallon in-ground storage tank for reclaimed water from the City of Shelton reclaimed water satellite wastewater treatment plant, located at 10891 State Route 101, Shelton, WA 98584.

The City of Shelton must have abundant reclaimed water storage in order to provide reclaimed water service to customers. The storage serves as a buffer to variability in use, backup for firefighting, and it allows strategic timing of application of reclaimed water to the ground to benefit aquifers and streams and wetlands.

3. Design redirection of raw sewage produced in the north Shelton neighborhood (Mountain View area) from the City's main Fairmont wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant near the airport.

An average of 500,000 gallons per day of the City's wastewater in North Shelton is currently treated and routed directly to Oakland Bay. Redirecting that water to the satellite reclaimed water plant would make it available high up in the Goldsborough watershed as a benefit to aquifers and streams and wetlands.

4. Design and construction to extend a reclaimed water line from 2321 W. Dayton Airport Road approximately 1000 feet to the entrance to the Washington Corrections Center (WCC).

The City's reclaimed water pipes extend to just across the street from the WCC. Connecting WCC to reclaimed water would allow WCC to decrease pumping of its wells, thereby leaving the water in the aquifer to feed North Fork Goldsborough Creek (and ultimately mainstem Goldsborough Creek).

5. Groundwater model scenario testing of above tasks through a MODFLOW (USGS modular finite-difference flow model) to simulate the flow of groundwater through aquifers. From this numerical groundwater model we will be able to calculate benefits, reach by reach, in streamflow to Goldsborough Creek. It is likely a that North Fork Goldsborough Creek will see the greatest increase in cubic feet per second of streamflow, since it receives water from the same aquifer source as the WCC wells. This is also the same aquifer that would receive increased application of reclaimed water from the North Shelton neighborhood. However

Overall Goal:

The overall goal is to build infrastructure that restores water to the Goldsborough watershed by offsetting groundwater pumped by all wells. This groundwater will move through shallow aquifers and ultimately reach North Fork and Mainstem Goldsborough Creek.

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

**RECIPIENT INFORMATION**

Organization Name: Squaxin Island Tribe

Federal Tax ID: 91-0922254

DUNS Number: 606460475

Mailing Address: 200 S.E. Billy Frank Jr Way  
Shelton, WA 98584

Physical Address: 200 S.E. Billy Frank Jr Way  
Shelton, Washington 98584

Organization Email: ssteltzner@squaxin.us

Organization Fax: (360) 426-3971

**Contacts**

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

<b>Project Manager</b>	Erica Marbet Water Resources Biologist  200 SE Billy Frank Jr. Way Shelton, Washington 98584 Email: emarbet@squaxin.us Phone: (360) 432-3804
<b>Billing Contact</b>	Joanne Decicio  10 SE Squaxin Lane Shelton, Washington 98584 Email: jdecicio@squaxin.us Phone: (360) 432-3825
<b>Authorized Signatory</b>	Ray Peters  10 SE Squaxin Lane Shelton, Washington 98584 Email: rpeters@squaxin.us Phone: (360) 432-3909

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Resources  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Resources  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Angela Johnson  PO Box 47775 Olympia, Washington 98504-7775 Email: ANJO461@ecy.wa.gov Phone: (360) 407-6668
<b>Financial Manager</b>	Alvin Josephy  PO Box 47600 Olympia, Washington 98504-7600 Email: ajos461@ecy.wa.gov Phone: (360) 407-6456

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

Squaxin Island Tribe

By: Mary Verner 8/14/19

By: MARVIN Campbell 8/13/19

Mary Verner Date

~~Ray Peters~~ MARVIN Campbell Date

Water Resources

Program Manager

Template Approved to Form by  
Attorney General's Office



Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 1 Task Cost: \$15,000.00

Task Title: Grant Administration/Management

### Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Erica Marbet

### **Grant Administration/Management**

#### **Deliverables**

Number	Description	Due Date
1.1	Progress Reports	12/31/2020
1.2	Recipient Closeout Report	12/31/2020

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 2

Task Cost: \$96,000.00

Task Title: Reclaimed Water Storage

### Task Description:

100% design a 750,000+ gallon in-ground storage tank for reclaimed water from the City of Shelton reclaimed water satellite wastewater treatment plant, located at 10891 State Route 101, Shelton, WA 98584

This design will be contracted to the City of Shelton. Tribe's contract manager and financial department will interact regularly with the City to ensure progress on financial reporting and deliverables.

Design will include:

The City will put out a request for qualifications from contractors/consultants and make a selection based on City of Shelton approved criteria.

The consultant will design options for location and construction of 750,000+ gallons of reclaimed water storage. This will include appropriate booster pump size and placement to convey reclaimed water into the City's water system.

Construction cost estimates will be included, however no construction will be performed.

### Task Goal Statement:

The design of this task will allow for future construction of the reclaimed water storage tank, that will result in more reclaimed water production and application in the Goldsborough watershed, along with less well water being pumped by the City. The City could serve more customers if it could store more reclaimed water, as much as 750,000 gallons per day. The storage serves as a buffer to variability in use, backup for firefighting, and it allows strategic timing of application of reclaimed water to the ground so that it reaches aquifers. The benefit of this additional reclaimed water storage is that it gives the City the capacity to fully treat, store, pipe, and apply more reclaimed water with a purpose of getting more water back into the Goldsborough watershed at a timing that is most beneficial to the surface streams. Also additional stored water decreases the City's need to use potable well water to serve customers.

### Task Expected Outcome:

Obtain 100% design of 750+ gallon in-ground storage tank for reclaimed water by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

### **Reclaimed Water Storage**

#### **Deliverables**

Number	Description	Due Date
2.1	100% design of reclaimed water storage at satellite reclaimed water plant	12/31/2020

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 3 Task Cost: \$296,000.00

Task Title: North Shelton Sewage Redirect

### Task Description:

100% design for ~900 linear feet of piping to redirect raw sewage produced in the north Shelton area (Mountain View area) from the City of Shelton's main wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant. This design will be contracted to the City of Shelton. Tribe's contract manager and financial department will interact regularly with the City to ensure progress on financial reporting and deliverables.

The City will put out a request for qualifications from contractors/consultants and make a selection based on City of Shelton approved criteria.

The consultant will design options for placement of a sewage lift station.

The consultant will design options for the best available route for ~900 linear feet of an 18-inch sewer main that would run from West Birch Street to reclaimed water satellite plant.

Construction costs estimates will be included, however no construction will be performed.

### Task Goal Statement:

This design will allow for future construction of the ~900 ft. sewage line. Future construction will lead to production of an additional 500,000 gallons per day (560 acre-feet/year (afy)) or 0.8 cubic feet/second (cfs)) of reclaimed water that may be used and applied in the area of North Fork Goldsborough Creek.

Using MODFLOW numerical groundwater modeling, we know that the current impact to Goldsborough Creek is about 520,000 gallons/day (580 afy, 0.8 cfs). The City's treated wastewater is currently discharged straight out to Oakland Bay. The redirection of North Shelton wastewater (500,000 gallons per day (560 afy) or 0.8 cfs)) to the reclaimed water plant means that groundwater would be treated to almost drinkable and then returned high in the watershed to benefit both groundwater and surface water of Goldsborough Creek. Furthermore, 500,000 gallons per day of treated wastewater would cease to flow into Oakland Bay. This would reduce nitrate output into Oakland Bay and potentially decrease the shellfish closure radius around the Fairmont treatment plant.

### Task Expected Outcome:

Obtain 100% design for ~900 linear feet of piping and a lift station to redirect raw sewage from City of Shelton's main wastewater treatment plant to the City's satellite reclaimed water plant by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

### **North Shelton Sewage Redirect**

#### **Deliverables**

Number	Description	Due Date
3.1	100% design documents with cost estimates for redirecting North Shelton sewage to the reclaimed water treatment plant	12/31/2020

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 4

Task Cost: \$96,000.00

Task Title: Washington Corrections Center Reclaimed Water Pipe

### Task Description:

100% design and construction to extend ~1000 feet of reclaimed water pipe from 2321 W. Dayton Airport Road to the entrance to the Washington Corrections Center (WCC).

This design will be contracted to the Washington State Department of Corrections (DOC). Tribe's contract manager and financial department will interact regularly with DOC to ensure progress on financial reporting and deliverables.

Design will include:

DOC will put out a request for qualifications from contractors/consultants for design and make a selection based on DOC approved criteria. The consultant will design options and estimate costs for the best available route of a reclaimed water pipe (purple pipe).

The contractor will install a water meter near the rear entrance to the facility. This will allow the facilities maintenance department to connect the new reclaimed water line to the irrigation lines throughout the facility.

### Task Goal Statement:

Our goal is to give WCC access to reclaimed water, so that WCC may use it for outdoor irrigation, and eventually laundry and prison plumbing.

WCC wells currently pump about 238,000 gallons per day (267 acre-feet/year (afy), 0.4 cubic feet/second (cfs)), and the pumping causes a 129,000 gallon per day (145 afy, 0.2 cfs) loss to North Fork Goldsborough Creek (calculated with a MODFLOW numerical groundwater model). About 213,000 gallons per day (239 afy, 0.3 cfs) of wastewater are piped to the City of Shelton's satellite reclaimed water treatment plant, indicating that the difference is about 25,000 gallons, which must be for WCC irrigation or losses through pipes. As a regional partner, the DOC is entitled to 120,000 gallons/day of the Class A reclaimed water from the satellite plant (134 afy, 0.2 cfs).

Our expected outcome of this purple pipe connection is that WCC will ultimately hook up its outdoor irrigation, laundry, and prison plumbing to reclaimed water. This will allow WCC to access 120,000 gallons/day of reclaimed water and to decrease pumping from the North Fork Goldsborough aquifer by the same amount.

### Task Expected Outcome:

Obtain 100% design and construction for ~1000 feet of reclaimed water pipe from 2321 W. Dayton Airport Road to the entrance to the Washington Corrections Center by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

### **Washington Corrections Center Reclaimed Water Pipe**

#### **Deliverables**

Number	Description	Due Date
4.1	100% Design Report	03/31/2020
4.2	Installation of ~1000 ft of reclaimed water line	12/31/2020

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 5 **Task Cost: \$17,000.00**

Task Title: Groundwater Modeling

### Task Description:

Run Task 2,3, and 4 actions through Johns/Goldsborough MODFLOW numerical groundwater model testing on the cumulative changes associated with infrastructure changes. The Johns/Goldsborough model was created collaboratively by consultants for the Squaxin Island Tribe and Washington State Department of Ecology. The Tribe's consultant, Keta Waters, continues to maintain and improve the model, and Keta Waters will carry out the modeling exercise of Task 5.

### Task Goal Statement:

Our goal is to generate numerical groundwater results, reach by reach in Goldsborough Creek, of the benefits of decreasing pumping and adding additional reclaimed water to the watershed. It is likely a that North Fork Goldsborough Creek will see the greatest increase in cubic feet per second of streamflow, since it receives water from the same aquifer source as the WCC wells. This is also the same aquifer that would receive increased application of reclaimed water from the North Shelton neighborhood. However, positive benefits should propagate downstream to lower reaches of Goldsborough Creek.

### Task Expected Outcome:

Numerical groundwater results, reach by reach in Goldsborough Creek, of the benefits of decreasing pumping and adding additional reclaimed water to the watershed.

Recipient Task Coordinator: Erica Marbet

### **Groundwater Modeling**

#### **Deliverables**

Number	Description	Due Date
5.1	Technical Report	12/31/2020



Agreement No: WRSRP-2019-SqlsTr-00029  
 Project Title: Goldsborough Streamflow Restoration Project  
 Recipient Name: Squaxin Island Tribe

**BUDGET****Funding Distribution EG190490**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Goldsborough Streamflow Restoration Project Funding Type: Grant  
 Funding Effective Date: 01/01/2019 Funding Expiration Date: 12/31/2020  
 Funding Source:

Title: Watershed Restoration and Enhancement Bond Account

Type: State

Funding Source %: 100%

Description: To fund projects using tax exempt bonds. Projects include acquiring senior water rights, water conservation, water reuse, stream gaging, groundwater monitoring, and developing natural and constructed infrastructure designed to provide access to new water supplies, with priority given to projects in watersheds developing specified plans and watersheds participating in the defined pilot project.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

<b>Goldsborough Streamflow Restoration Project</b>	<b>Task Total</b>
Grant Administration/Management	\$ 15,000.00
Reclaimed Water Storage	\$ 96,000.00
North Shelton Sewage Redirect	\$ 296,000.00
Washington Corrections Center Reclaimed Water Pipe	\$ 96,000.00
Groundwater Modeling	\$ 17,000.00

**Total: \$ 520,000.00**

Agreement No: WRSRP-2019-SqIsTr-00029

Project Title: Goldsborough Streamflow Restoration Project

Recipient Name: Squaxin Island Tribe

**Funding Distribution Summary****Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Goldsborough Streamflow Restoration Project	0.00 %	\$ 0.00	\$ 520,000.00	\$ 520,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 520,000.00</b>	<b>\$ 520,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

**LIMITED WAIVER OF SOVEREIGN IMMUNITY:** The Squaxin Island Tribe, for the purposes of this grant agreement, grants Ecology a limited waiver of sovereign immunity. Such waiver is limited solely to equitable remedies and/or recovery of damages under this agreement up to the Tribe's total grant award during the term of this Agreement. Such waiver is only for administrative and/or Thurston County Superior Court proceedings, is only as to Ecology, and may not be assigned, or otherwise transferred to any third-party.

**SPECIAL TERMS AND CONDITIONS****GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY****EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

Agreement No: WRSRP-2019-SqIsTr-00029

Project Title: Goldsborough Streamflow Restoration Project

Recipient Name: Squaxin Island Tribe

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

##### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of



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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement



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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.





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

Touch Date: 06/11/2020  
Brief Date: 07/07/2020  
Action Date: 07/21/2020

Department: Public Works  
Presented By: Ken Gill

**APPROVED FOR COUNCIL PACKET:****ROUTE TO:**

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

**REVIEWED:**

JOH

PROGRAM/PROJECT TITLE:  
Sewer Comp Pan Contract  
Amendment No. 1

**ATTACHMENTS:**

- Resolution 1164-0620
- Contract Amend. 1 with tracked changes
- Contract Amend. 1 clean, with Exhibits
- ILA with Squaxin Island Tribe
- Figure showing potential north diversion area

**Action Requested:**

- ☐ Ordinance
- ☒ Resolution
- ☐ Motion
- ☒ Other

**DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:**

In February of 2019, following a formal solicitation process, Council approved a \$320,000 Contract with Gray & Osborne, Inc. (G&O) for the completion of the Sewer Comprehensive Plan Update that will replace the current adopted comprehensive plan that was completed in 2013. The original Contract identified two tasks, Task 1 for the completion of the Sewer Comp Plan and related efforts, and Task 2 for the development of a Facilities Plan, which will identify what is needed at the current wastewater facilities to upgrade and to increase capacity and reliability.

In March of 2020, Council adopted Resolution No. 1156-0320, approving an Interlocal Agreement (ILA) with the Squaxin Island Tribe for planning and design of reclaimed water and wastewater conveyance facilities. The ILA defines two tasks to be completed and reimbursed by the Tribe, Task 1 being for the planning and design of an in-ground storage tank for reclaimed water (not applicable to this Contract), and Task 2 being for the planning and design to potentially redirect sewer flows from the main plant to the satellite (membrane filter) treatment plant.

With the ILA and funding assistance from the Tribe in place, staff and the Consultant recognized a need to amend the current Contract. This Amendment provides additional scope to better align the project with Task 2 elements identified in the ILA with the Tribe, \$176,000 in additional funding by the Tribe to pay for the added scope, and extends the Contract end date with Gray and Osborne to December 31, 2021.

Exhibit E of the Contract Amendment defines the Scope of Work included in the additional task, as well as outlines the schedule of anticipated milestones. Exhibit F of the Contract Amendment provides a table explaining the elements of the new task and the estimated costs associated.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:**

<b><i>Contract</i></b>	<b><i>Execution</i></b>	<b><i>Expiration</i></b>	<b><i>Contract Task # and Amount</i></b>	<b><i>Related ILA Task # and Reimbursement</i></b>	<b><i>Net Change This Amendment</i></b>	<b><i>New Total Contract Amount</i></b>
Original	2/19/2019	6/1/2020	Task 1 - \$200,000	N/A	N/A	\$320,000
			Task 2 - \$120,000	ILA Task 2 – 100% Reimbursement		
<i>Proposed</i> Amend. #1	07/21/2020	12/31/2021	Task 3 - \$176,000	ILA Task 2 – 100% Reimbursement	+ \$176,000	\$496,000

Only efforts completed under tasks 2 and 3 of the Sewer Comp Plan Contract and Amendment are eligible to be submitted to Squaxin Island for reimbursement, which totals \$296,000 of the new \$496,000 Contract. The remaining \$200,000 for Task 1 is City funded work approved in the 2019 Budget. Unexpended funds this year will carry over to the 2021 budget for completion of the project.

**PUBLIC INFORMATION REQUIREMENTS:**

Information can be obtained through the Public Works Department.

**STAFF RECOMMENDATION/MOTION:**

Staff requests the Council concur to place Resolution No. 1164-0620 and Sewer Comprehensive Plan Update Contract Amendment No. 1 on the July 21, 2020 action agenda.

**RESOLUTION NO. 1164-0620**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR THE COMPLETION OF THE SEWER COMPREHENSIVE PLAN UPDATE**

**WHEREAS**, the City Council approved a Contract on February 19, 2019 with Gray & Osborne, Inc. for the completion of an update to the Sewer Comprehensive Plan; and

**WHEREAS**, City staff had discussions with the Squaxin Island Tribe regarding the possibility of the Tribe providing funding assistance for certain elements of the project; and

**WHEREAS**, on March 17, 2020, Council adopted Resolution No. 1156-0320 approving the Interlocal Agreement with Squaxin Island Tribe for planning and design of reclaimed water and wastewater conveyance facilities; and

**WHEREAS**, City staff recognized the current Contract with Gray & Osborne, Inc. needs to be amended to provide additional scope, budget, and time, to better align the project with the tasks identified in the Interlocal Agreement with the Squaxin Island Tribe; and

**WHEREAS**, Gray & Osborne, Inc. has submitted Amendment No. 1 to the current contract to complete the update to the Sewer Comprehensive Plan for a new cost not to exceed \$496,000.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton that the City Manager is authorized to sign Amendment No. 1 to the Sewer Comprehensive Plan Update Contract with Gray & Osborne, Inc.

Passed by the City Council at its regular meeting held on the 21<sup>st</sup> day of July, 2020.

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Mayor Dorcy

ATTEST:

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City Clerk Nault



## Amendment to Contract No.1

Agency	City of Shelton
Name of Project	2019 Sewer Comprehensive Plan Update

City of Shelton desires to amend the agreement entered into with Gray & Osborne, Inc. executed on February 19, 2019 and identified as 2019 Sewer Comprehensive Plan Update.

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

**Section 1 of the Contract for Services, Scope of Services to be Performed by Consultant is hereby amended to read:**

*The Consultant shall provide an update to the Sewer System Comprehensive Plan, approvable by the Department of Ecology (DOE) in compliance with WAC 173-240, as well as the services as described in **Exhibits A and E** attached hereto and incorporated herein by this reference as if fully set forth in this Contract. Up to fifteen (15) hard copies and electronic copies (PDF and Word document) of the final draft will be provided to the City for use and for final approval by DOE. In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements.*

**Section 6 of the Contract for Services, Compensation and Method of Payment is hereby amended to read:**

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

*The Consultant shall provide engineering services for this project at a cost not to exceed ~~\$320,496~~,000 (\$200,000 for Task 1 and \$120,000 for Task 2, as identified in **Exhibit B**, and ~~\$176,000~~ for Task 3, as identified in **Exhibit F**). If additional task authorizations are issued, a new scope and budget will be requested.*

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

**Section 8 of the Contract for Services, Duration of Agreement is hereby amended to read:**

*This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending ~~June 1, 2020~~December 31, 2021, unless sooner terminated under the provisions hereinafter specified.*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
Print Name and Title

ATTEST:

\_\_\_\_\_  
City Clerk Nault



## Amendment to Contract No.1

Agency	City of Shelton
Name of Project	2019 Sewer Comprehensive Plan Update

City of Shelton desires to amend the agreement entered into with Gray & Osborne, Inc. executed on February 19, 2019 and identified as 2019 Sewer Comprehensive Plan Update.

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

**Section 1 of the Contract for Services, Scope of Services to be Performed by Consultant is hereby amended to read:**

*The Consultant shall provide an update to the Sewer System Comprehensive Plan, approvable by the Department of Ecology (DOE) in compliance with WAC 173-240, as well as the services as described in **Exhibits A and E** attached hereto and incorporated herein by this reference as if fully set forth in this Contract. Up to fifteen (15) hard copies and electronic copies (PDF and Word document) of the final draft will be provided to the City for use and for final approval by DOE. In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements.*

**Section 6 of the Contract for Services, Compensation and Method of Payment is hereby amended to read:**

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

*The Consultant shall provide engineering services for this project at a cost not to exceed \$496,000 (\$200,000 for Task 1 and \$120,000 for Task 2, as identified in **Exhibit B**, and \$176,000 for Task 3, as identified in **Exhibit F**). If additional task authorizations are issued, a new scope and budget will be requested.*

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

**Section 8 of the Contract for Services, Duration of Agreement is hereby amended to read:**

*This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending December 31, 2021, unless sooner terminated under the provisions hereinafter specified.*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
Print Name and Title

ATTEST:

\_\_\_\_\_  
City Clerk Nault

## **EXHIBIT E**

### **SCOPE OF WORK**

#### **CITY OF SHELTON TASK 3 – ADDITIONAL ENGINEERING SERVICES FOR REDIRECTION OF SEWER FLOWS**

##### **PROJECT UNDERSTANDING**

The City plans to complete a predesign report and preliminary design for redirection of raw sewage produced in north Shelton neighborhoods (Mountain View area and possibly new Shelton Hills, Goldsborough Heights, and DARCI development areas) from the City's main Fairmont Wastewater Treatment Plant (on Oakland Bay) to the City's Satellite Reclaimed Water Plant (RWP) near the airport.

A significant portion of the City's wastewater in north Shelton is currently treated and routed directly to Oakland Bay. Currently, that flow predominantly comes from the Mountain View Basin; however, in the near future, additional north Shelton flow is expected to come from the new Shelton Hills, Goldsborough Heights, and DARCI development areas. Redirecting that water (or other from growth in the north Shelton area) to the Satellite RWP would make it available high up in the Goldsborough watershed as a benefit to aquifers and streams and wetlands. (Preliminary estimates are that 500,000 gallons per day of wastewater is produced in the Mountain View area. Current and future wastewater flows will be further evaluated in the facility planning process.)

This scope is additive to the previously approved scope of work for the 2019 Sewer Comprehensive Plan Update approved by the City in February 2019.

##### **PROJECT SCOPE**

The scope of work includes the following tasks.

##### **Prepare Predesign Report and Preliminary Design Drawings**

- A. Complete a siting study for a new pump station to convey north Shelton wastewater to the Satellite WRP. Include preliminary geotechnical and archaeological evaluation of the site.
- B. Provide detailed evaluation of alternatives for a force main to convey wastewater from north Shelton to the Satellite WRP and select a final alternative.

- C. Provide preliminary wetland and archaeological evaluation of conveyance routes utilizing available mapping and data. No field work will be completed.
- D. Finalize design criteria (flows and head) for the new pump station.
- E. Develop conceptual layout for the pump station.
- F. Establish projected capital and operating costs for the new pump station and force main.
- G. Prepare draft Predesign Report incorporating findings from Subtasks A through F.
- H. Review draft Predesign Report in a meeting with the City and Tribe.
- I. Complete topographical survey of preferred pump station site and preferred conveyance route.
- J. Complete Preliminary Design Drawings for the pump station site and conveyance line. Drawings will include survey of site and alignments, pump station site plan and sections, plan and profile sheets of force main, and mechanical drawings of pumps, piping, valves, and equipment at the pump station site.
- K. Review final Predesign Report and Preliminary Design Drawings in a meeting with the City and Tribe.
- L. Submit final Predesign Report and Preliminary Design Drawings to Ecology.

## **DELIVERABLES**

- Draft Predesign Report (three hard copies, one PDF copy)
- Final Predesign Report with Preliminary Design Drawings (three hard copies, one PDF copy)

## **BUDGET**

Based on the scope of work described above, the total estimated cost for completing the Engineering Services tasks is \$176,000 as shown in the attached Exhibit F.

## SCHEDULE

Milestone	Date
Notice to Proceed	August 3, 2020
Geotechnical Evaluation Complete	September 28, 2020
Draft Predesign Report to City and Tribe	December 10, 2020
Meet with City and Tribe to Review Draft Report	January 13, 2021
Final Predesign Report and Preliminary Design Drawings to City and Tribe	March 19, 2021
Meet with City and Tribe to Review Final Predesign Report and Preliminary Design Drawings	April 7, 2021
Submit Final Predesign Report and Preliminary Design Drawings to Ecology	May 21, 2021

## EXHIBIT F

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

#### *City of Shelton - Task 3 - Additional Engineering Services for Redirection of Sewer Flows*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD/ GIS Technician Hours	Professional Land Surveyor Hours	Survey Crew (2 person) Hours
1 Prepare Predesign Report	16	32	96	120	14	12	64	8	
2 Preliminary Design Drawings	24	80	136	160	40	40	288	24	80
Hour Estimate:	40	112	232	280	54	52	352	32	80
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$135	\$120	\$140	\$165	\$85	\$145	\$185
Fully Burdened Labor Cost:	\$7,000	\$19,040	\$31,320	\$33,600	\$7,560	\$8,580	\$29,920	\$4,640	\$14,800

Total Fully Burdened Labor Cost: \$ 156,460

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 840

Subconsultants:

Geotechnical (PanGEO, Inc.) \$ 17,000

Subconsultant Overhead (10%) \$ 1,700

**TOTAL ESTIMATED COST: \$ 176,000**

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHELTON AND SQUAXIN  
ISLAND TRIBE FOR PLANNING AND DESIGN OF RECLAIMED WATER AND  
WASTEWATER CONVEYANCE FACILITIES**

WHEREAS, the City of Shelton ("City") is a local government organized under Washington law, with all the rights and responsibilities pertaining thereto; and

WHEREAS, the Squaxin Island Tribe ("Tribe") is a federally-recognized Indian tribe and a signatory party to the Treaty of Medicine Creek, with all the rights and responsibilities pertaining thereto; and

WHEREAS, Chap. 39.34 RCW provides for local governmental units, including cities and federally-recognized Tribes, to make the most efficient use of their powers by cooperating on the basis of mutual advantage; and

WHEREAS, the Squaxin Island Tribe has received a grant from the Washington State Department of Ecology ("Ecology") to fund the Goldsborough Creek Streamflow Restoration Project ("Streamflow Restoration Project") through Ecology's funding agreement (Agreement No. WRSRP-2019-SqIsTr-00029), which is incorporated herein; and

WHEREAS, the Streamflow Restoration Project will include the planning and design of a new storage facility for reclaimed water, as well as the redirection of raw sewage produced in North Shelton neighborhoods from the City's main wastewater treatment plant on Oakland Bay to the City's Satellite Water Reclamation Plant ("WRP") near the airport; and

WHEREAS, the City is willing to lead efforts to plan for and design the above referenced facilities and sewer re-routing; and

WHEREAS, the Tribe is willing to utilize its Ecology grant funding to reimburse the City for grant-eligible planning and design expenses; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to state law, and the Tribe is authorized to enter into this Agreement pursuant to federal and Tribal laws, and applicable state law.

NOW, THEREFORE, the City and the Tribe (collectively referred to as "the Parties") agree as follows:

**Section 1. Tasks.** The City's planning and design efforts included in this Agreement shall comply with all applicable state and federal law and Ecology's funding agreement and include the following tasks:

1. Task 1: In-ground storage tank for reclaimed water- Expenses for all subtasks listed under Task 1 sum up to \$96,000, which matches "Task 2" in Squaxin's funding agreement with Ecology.



- A. *Purpose.* Complete planning, geotechnical evaluation and preliminary design of an in-ground storage tank for reclaimed water from the City of Shelton Satellite Water Reclamation Plant (“WRP”), with an estimated capacity of 750,000 gallons. The additional storage shall serve as a buffer to variability in use, backup for firefighting, and allow strategic timing of application of reclaimed water to the ground to benefit aquifers, streams and wetlands.
- B. *Subtask 1.1.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that its employees and agents, including hired consultants, carry out the following subtasks:
1. Review existing reports, designs, record drawings, and data on the existing reclaimed water storage tank, reclaimed water mains and distribution system, and Satellite WRP.
  2. Perform site visit to meet with operations and maintenance staff to review existing infrastructure and facilities, including the existing reclaimed water tank.
  3. Incorporate wastewater flow projections and reclaimed water demands for WRP from Facility Planning effort into analysis.
  4. Identify potential uses of reclaimed water and quality of water required. Determine treatment requirements and regulatory issues, including water rights issues affecting water reuse. Comment on the technical and economic feasibility of water reuse options. Prepare conceptual cost estimates of water reuse systems to support this analysis.
  5. Evaluate the potential for augmentation of Goldsborough Creek, through provision of reclaimed water to the Creek (through wetlands or ground) or to the Washington Corrections Center (reducing well water consumption by WCC and thus increasing groundwater available for the creek). Evaluate the possibility of treating and reusing additional flow from the Mountain View basins, if rerouted.
  6. Provide preliminary impairment analysis for Goldsborough Creek augmentation alternative.
  7. Attend phone conference or in-person meeting with WSDOC regarding opportunities for reuse.
  8. Document evaluation in draft 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan. Review draft evaluation in a meeting with the City and Tribe.
  9. Submit final 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan to Ecology.
- C. *Anticipated costs for sub-task 1.1.* The Parties anticipate the City will incur expenses up to \$35,000 for accomplishing the subtasks outlined in Section 1.1 above.
- D. *Sub-task 1.2, geotechnical evaluation.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that a geotechnical evaluation is performed at the preliminary site of the new reclaimed water tank. Field work shall include two test borings to

40-foot depth. The City shall ensure that recommendations are provided for foundation design of the new reclaimed water tank.

- E. *Anticipated costs for Sub-task 1.2.* The Parties anticipate the City will incur expenses up to \$15,000 for the geotechnical evaluation referenced in Section 1.D of this Agreement.
- F. *Sub-Task 1.3: Prepare Predesign Report.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that a draft Predesign Report is prepared, including the following components associated with the new reclaimed water tank:
1. Review existing and future reclaimed water demands, system configuration, pumping, and transmission requirements to determine the recommended size of the reservoir. Potential reclaimed water demands include increased groundwater recharge to benefit stream flows in Goldsborough Creek, Department of Corrections, State Patrol, Port of Shelton, Mason County Public Works, Shelton Hills Master Planned Development, and City Urban Growth Area. Evaluate tank diameter/height combinations to provide the desired storage volume for peak demands, while maintaining the required overflow and base elevations.
  2. Based on the reservoir size and elevation requirements, identify the optimum location to construct the new reclaimed water tank. The new location will take into consideration operation of the existing system during construction and allowance for staging of materials and equipment during construction of the new tank.
  3. Evaluate the various types of tank for the application to determine the optimum type based on the size and configuration. Potential reservoir types include Reinforced Concrete, Pre-Stressed Concrete, Welded Steel and Bolted Steel. Incorporate geotechnical recommendations for foundation design into the reservoir type evaluation. Evaluate alternatives for both capital costs and operation and maintenance costs to determine which type of reservoir provides the City with the lowest life cycle costs.
  4. Review reclaimed storage and pumping system hydraulics to determine the optimum piping configuration for existing and future system demands. Identify any existing system components as retained, abandoned or demolished.
  5. Based on available site information and recommended alternatives, prepare a conceptual site plan including location of the new reclaimed water tank, routing of reclaimed water mains and other utilities, and site access improvements.
  6. Prepare a detailed preliminary cost estimate for the recommended alternative.
  7. Identify permits that will be required for completion of construction of the recommended alternative.
  8. Review draft report in a meeting with the City and Tribe.
  9. Submit final report to Ecology.

- G. *Anticipated expenses for sub-task 1.3.* The Parties anticipate the City will incur expenses up to \$46,000 for preparation of the preliminary design report under sub-task 1.3.
2. Task 2: Redirection of sewer flows- Expenses for all subtasks listed under Task 2 sum up to \$296,000, which matches "Task 3" in Squaxin's funding agreement with Ecology.
- A. *Purpose:* Complete planning and predesign for redirection of raw sewage produced in North Shelton neighborhoods, including Mountain View, new Shelton Hills, Goldsborough Heights and DARCI development areas from the City's main Fairmont wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant near the airport. A significant portion of the City's wastewater in North Shelton is currently treated and routed directly to Oakland Bay. Currently, that flow predominantly comes from the Mountain View Basin; however, in the near future, additional North Shelton flow is expected to come from the new Shelton Hills, Goldsborough Heights and DARCI development areas. Redirecting that water (or other from growth in the North Shelton area) to the satellite reclaimed water plant would make it available for use as reclaimed water high up in the Goldsborough watershed as a benefit to aquifers and streams and wetlands. Preliminary estimates are that 500,000 gallons per day of wastewater is produced in the Mountain View area. Current and future wastewater flows will be further evaluated in the facility planning process.
- B. *Subtask 2.1. Wastewater treatment facility planning.* In furtherance of the purposes articulated in Section 2.A of this Agreement, the City shall ensure completion of planning services for the North Shelton wastewater diversion effort and update the corresponding portion of the 2020 Sewer Comprehensive Plan/Wastewater Facility Plan, including the following components of this planning effort:
1. Review existing reports, designs, record drawings, and data on the existing North Shelton sewer system.
  2. Perform site visit to meet with operations and maintenance staff to review existing North Shelton infrastructure and facilities.
  3. Use infiltration and inflow analysis, flow metering, and computerized hydraulic model constructed as part of 2020 Sewer Comprehensive Plan Update/Wastewater Facility to evaluate current and future wastewater flows in North Shelton.
  4. Develop estimates for projected North Shelton flows (including Mountain View Basin and new Shelton Hills, Goldsborough Heights and DARCI development areas), including peak hour, peak day, maximum month, annual average and loadings (BOD and TSS)
  5. Identify preferred location, and establish design criteria, for a lift station to convey diverted North Shelton wastewater to the WRP.
  6. Provide preliminary conceptual evaluation of alternatives for a force main to convey wastewater from North Shelton to the WRP, and select a recommended alternative.



7. Evaluate future feasible maximum capacity of the WRP and costs for upgrades to provide capacity.
  8. Develop capital and operating costs for the diversion of Mountain View Basin wastewater to the WRP.
  9. Determine the basins / subbasins to be re-directed based on the timing of development, the expanded capacity of the WRP and cost to provide that capacity, conveyance costs, environmental impacts, and other factors.
  10. Document evaluation in draft 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan. Review draft evaluation in a meeting with the Tribe.
  11. Submit final 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan to Ecology.
- C. *Anticipated expenses for subtask 2.1.* The Parties anticipate the City will incur expenses up to \$77,000 for planning efforts under sub-task 2.1.
- D. *Subtask 2.2. Preliminary Design Report and Design.* In furtherance of the purposes articulated in Section 2.A of this Agreement, the City shall ensure completion of a preliminary design Report and Design, including the following components of this design effort:
1. Complete a siting study for a new pump station to convey North Shelton wastewater to the WRP. Include preliminary geotechnical and archaeological evaluation of site.
  2. Provide detailed evaluation of alternatives for a force main to convey wastewater from North Shelton to the WRP, and select a final alternative.
  3. Provide preliminary wetland and archaeological evaluation of conveyance routes.
  4. Finalize design criteria (flows and head) for new pump station.
  5. Develop conceptual layout for pump station.
  6. Establish projected capital and operating costs for new pump station and force main.
  7. Prepare draft Predesign Report, incorporate findings from Subtasks 2.2.1 through 2.2.6.
  8. Complete field survey of pump station site and conveyance line route, estimated length of 2,000 lineal feet.
  9. Complete preliminary drawings for the pump station and conveyance line.
  10. Review draft report and preliminary drawings in a meeting with the Tribe.
  11. Submit final report to Ecology.

- E. *Anticipated expenses for subtask 2.2.* The Parties anticipate the City will incur expenses up to \$219,000 for planning efforts under sub-task 2.2.

**Section 2. General provisions.**

1. *Authority/responsibility over consultants.* The City shall have sole discretion to select and retain consultants as needed to carry out the terms of this Agreement. The City shall have responsibility for ensuring proper payment of consultants.
2. *Deliverables.* The City shall provide to the Tribe technical memos, reports, and design documents related to this Agreement upon completion by consultants.
3. *Termination.* This Agreement may be terminated by either Party without prejudice to any other remedy that the non-defaulting Party may have if the other Party defaults in performance of any provision of this Agreement. The non-defaulting Party shall give the defaulting Party ten (10) days' written notice of the non-defaulting Party's intention to terminate this Agreement, within which time the defaulting Party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting Party be City, the Tribe shall ensure that the City receives reimbursement for all funding-eligible services satisfactorily provided up to the time of default.
4. *Records.*
  - a. The City shall maintain adequate financial records, in accordance with generally accepted accounting practices, such that it can clearly and easily identify all claimed costs and expenses and the relatedness of those costs and expenses to this Agreement.
  - b. All records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the Tribe.
  - c. The City shall provide the Tribe with copies of any records upon the Tribe's reasonable request.
5. *Payments to the City.* After compensating consultants for funding-eligible tasks that are satisfactorily completed, the City shall submit billings and supporting documentation to the Tribe for reimbursement. The Tribe shall request payment from Ecology grant funds, no less frequently than on a quarterly basis, and reimburse the City for costs expended.
6. *Limit on Tribe's expenditures.* The Tribe shall be obligated to pay no more than \$392,000 for the services in this Agreement, unless otherwise agreed in writing by the Parties.
7. *Agreement Term.* This Agreement shall commence on the date when both Parties have executed the Agreement, and remain in effect through completion of the tasks outlined herein, provided that the Ecology grant received by the Tribe remains in effect.
8. *Dispute Resolution.* The Parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by first attempting to resolve the disagreement by informal discussions between persons with direct responsibility for administering this

Agreement. If that is unsuccessful, then the Parties shall engage in negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. If these informal negotiations are unsuccessful, then either or both Parties may agree to proceed to mediation, or a Party may proceed to state court.

9. *Limited Waiver of Sovereign Immunity.*

The Tribe expressly retains all rights and benefits of sovereign immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or as increasing the Tribe's liability beyond any statutory or other limitation of liability, except as expressly stated in this Section 9.

The Tribe hereby grants and provides a limited waiver of sovereign immunity to enforce the terms of this Agreement. This limited waiver of sovereign immunity shall apply in a state court of competent jurisdiction, after the Parties have complied with the Dispute Resolution provisions herein. This waiver does not extend to and is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties; nor does it extend to any other type of action or to any other forum or regarding any other matter. No award for punitive damages of any kind may be made or enforced against the Tribe. The limited waiver of sovereign immunity shall only apply during the period of performance of this Agreement.

Any payment of a monetary judgment related to this Agreement, or any other defense and/or indemnity obligation related to this Agreement, shall be limited by and to the grant amount of \$392,000.

10. The City assumes full responsibility for acts, negligence or omissions of all its employees under this Agreement, for those of its subcontractors and their employees, and for those of all other persons doing work under contract with it. The City shall indemnify and hold harmless the Tribe, its subsidiaries, and the officers, agents and employees of each, from and against all claims, damages, losses, and expenses related to or arising from the City's services as set out in this Agreement. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) that are caused in whole or in part by the City's negligent act or omission, or that of the City's subcontractor(s), or that of anyone employed by them or for whose acts the City or its subcontractor(s) may be liable.

11. *Taxation.* The Tribe is exempt from state taxes for goods and services received in Indian Country as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, certain excise taxes, and others. The City may be eligible for an exemption from state taxes for goods and services provided to the Tribe in Indian Country, as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, Business & Occupation tax, and others. The City shall comply with WAC 458-20-192 to perfect applicable exemptions from state taxation, and pay any other applicable taxes.

12. *Agreement administrators.*

Erica Marbet, Water Resources Biologist, shall provide general administration of the Agreement as the Tribe's representative.




Jeff Niten, City Manager, shall provide general administration of the Agreement as the City's representative.

13. *Entire Agreement, Amendments.* This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.
14. *Severability.* If any part of this Contract is held unenforceable, the rest of the Contract will continue in effect.
15. *No separate entity.* This Agreement does not create a separate legal or administrative entity pursuant to RCW 39.34.030.
16. *Waiver.* If any Party fails to exercise any of its rights under this Agreement, it will not be precluded from subsequent exercise of that right. A failure to exercise any right will not constitute a waiver of any other rights under this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in Shelton, Washington, on the dates herein indicated.

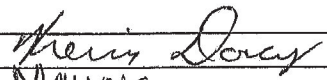
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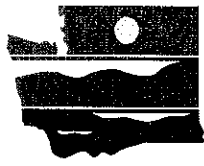
**SQUAXIN ISLAND TRIBE**

  
By: Marvin Campbell  
Title: Tribal Administrator  
Address: 10 SE Squaxin Lane  
Shelton, WA 98584  
Telephone: (360) 427-9781  
Facsimile: (360) 426-3971

DATE: 3/17/2020

**CITY OF SHELTON**

  
By: Kevin Doray  
Title: Mayor  
Address: 529 W Cota St.  
Shelton, WA 98584  
Telephone: 360.426.4491  
Facsimile: 360.426.1338



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**Agreement No. WRSRP-2019-SqIsTr-00029**

**WATER RESOURCES STREAMFLOW RESTORATION INTERIM IMPLEMENTATION GRANTS  
AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**SQUAXIN ISLAND TRIBE**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Squaxin Island Tribe, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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**GENERAL INFORMATION**

Project Title:	Goldsborough Streamflow Restoration Project
Total Cost:	\$520,000.00
Total Eligible Cost:	\$520,000.00
Ecology Share:	\$520,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2019
The Expiration Date of this Agreement is no later than:	12/31/2020
Project Type:	Streamflow Restoration Grants

**Project Short Description:**

This project aims to restore streamflows in the Goldsborough Creek watershed. This creek is within Water Resource Inventory Area (WRIA) 14, a priority basin under RCW 90.94. Goldsborough Creek is also designated habitat for Endangered Species Act (ESA)-listed winter steelhead.

This project will design and construct infrastructure projects that will decrease well pumping and redirect reclaimed water into the ground to benefit groundwater and ultimately surface water of the creek.

**Project Long Description:**

The current state of water use in the Goldsborough watershed is visualized in Figure 1 and Table 1 (in uploads). Potable water wells in the watershed are used by the City of Shelton, other Group A and B wells (including that of the Washington Corrections Center (WCC)), and hundreds of rural permit-exempt wells, domestic and other. Wastewater from the Shelton area is mainly processed by the City's Fairmont wastewater treatment plant and discharged directly to

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

Oakland Bay (1.3 million gallons per day). Another 213,000 gallons per day mainly from WCC are processed at the City's satellite wastewater treatment plant near Hwy 101 and the airport (Sanderson Field). The satellite plant treats wastewater to reclaimed status and then transports and applies it to timber stands north of Dayton Airport Road. This is beneficial to North Fork Goldsborough Creek, but it does not offset the pumping deficit to North Fork Goldsborough that is created by WCC well pumping (deficit is 129,000 gallons per day). The project tasks will restore water back into Goldsborough Creek.

The project consists of five tasks:

1. Grant Administration.

2. Design a 750,000+ gallon in-ground storage tank for reclaimed water from the City of Shelton reclaimed water satellite wastewater treatment plant, located at 10891 State Route 101, Shelton, WA 98584.

The City of Shelton must have abundant reclaimed water storage in order to provide reclaimed water service to customers. The storage serves as a buffer to variability in use, backup for firefighting, and it allows strategic timing of application of reclaimed water to the ground to benefit aquifers and streams and wetlands.

3. Design redirection of raw sewage produced in the north Shelton neighborhood (Mountain View area) from the City's main Fairmont wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant near the airport.

An average of 500,000 gallons per day of the City's wastewater in North Shelton is currently treated and routed directly to Oakland Bay. Redirecting that water to the satellite reclaimed water plant would make it available high up in the Goldsborough watershed as a benefit to aquifers and streams and wetlands.

4. Design and construction to extend a reclaimed water line from 2321 W. Dayton Airport Road approximately 1000 feet to the entrance to the Washington Corrections Center (WCC).

The City's reclaimed water pipes extend to just across the street from the WCC. Connecting WCC to reclaimed water would allow WCC to decrease pumping of its wells, thereby leaving the water in the aquifer to feed North Fork Goldsborough Creek (and ultimately mainstem Goldsborough Creek).

5. Groundwater model scenario testing of above tasks through a MODFLOW (USGS modular finite-difference flow model) to simulate the flow of groundwater through aquifers. From this numerical groundwater model we will be able to calculate benefits, reach by reach, in streamflow to Goldsborough Creek. It is likely a that North Fork Goldsborough Creek will see the greatest increase in cubic feet per second of streamflow, since it receives water from the same aquifer source as the WCC wells. This is also the same aquifer that would receive increased application of reclaimed water from the North Shelton neighborhood. However

Overall Goal:

The overall goal is to build infrastructure that restores water to the Goldsborough watershed by offsetting groundwater pumped by all wells. This groundwater will move through shallow aquifers and ultimately reach North Fork and Mainstem Goldsborough Creek.

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

**RECIPIENT INFORMATION**

Organization Name: Squaxin Island Tribe

Federal Tax ID: 91-0922254

DUNS Number: 606460475

Mailing Address: 200 S.E. Billy Frank Jr Way  
Shelton, WA 98584

Physical Address: 200 S.E. Billy Frank Jr Way  
Shelton, Washington 98584

Organization Email: ssteltzner@squaxin.us

Organization Fax: (360) 426-3971

**Contacts**

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

<b>Project Manager</b>	Erica Marbet Water Resources Biologist  200 SE Billy Frank Jr. Way Shelton, Washington 98584 Email: emarbet@squaxin.us Phone: (360) 432-3804
<b>Billing Contact</b>	Joanne Decicio  10 SE Squaxin Lane Shelton, Washington 98584 Email: jdecicio@squaxin.us Phone: (360) 432-3825
<b>Authorized Signatory</b>	Ray Peters  10 SE Squaxin Lane Shelton, Washington 98584 Email: rpeters@squaxin.us Phone: (360) 432-3909

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Resources  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Resources  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Angela Johnson  PO Box 47775 Olympia, Washington 98504-7775 Email: ANJO461@ecy.wa.gov Phone: (360) 407-6668
<b>Financial Manager</b>	Alvin Josephy  PO Box 47600 Olympia, Washington 98504-7600 Email: ajos461@ecy.wa.gov Phone: (360) 407-6456



Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

Squaxin Island Tribe

By: Mary Verner 8/14/19

By: MARVIN Campbell 8/13/19

Mary Verner Date

~~Ray Peters~~ MARVIN Campbell Date

Water Resources

Program Manager

Template Approved to Form by  
Attorney General's Office

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 1 Task Cost: \$15,000.00

Task Title: Grant Administration/Management

### Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Erica Marbet

### **Grant Administration/Management**

#### **Deliverables**

Number	Description	Due Date
1.1	Progress Reports	12/31/2020
1.2	Recipient Closeout Report	12/31/2020

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 2

Task Cost: \$96,000.00

Task Title: Reclaimed Water Storage

### Task Description:

100% design a 750,000+ gallon in-ground storage tank for reclaimed water from the City of Shelton reclaimed water satellite wastewater treatment plant, located at 10891 State Route 101, Shelton, WA 98584

This design will be contracted to the City of Shelton. Tribe's contract manager and financial department will interact regularly with the City to ensure progress on financial reporting and deliverables.

Design will include:

The City will put out a request for qualifications from contractors/consultants and make a selection based on City of Shelton approved criteria.

The consultant will design options for location and construction of 750,000+ gallons of reclaimed water storage. This will include appropriate booster pump size and placement to convey reclaimed water into the City's water system.

Construction cost estimates will be included, however no construction will be performed.

### Task Goal Statement:

The design of this task will allow for future construction of the reclaimed water storage tank, that will result in more reclaimed water production and application in the Goldsborough watershed, along with less well water being pumped by the City. The City could serve more customers if it could store more reclaimed water, as much as 750,000 gallons per day. The storage serves as a buffer to variability in use, backup for firefighting, and it allows strategic timing of application of reclaimed water to the ground so that it reaches aquifers. The benefit of this additional reclaimed water storage is that it gives the City the capacity to fully treat, store, pipe, and apply more reclaimed water with a purpose of getting more water back into the Goldsborough watershed at a timing that is most beneficial to the surface streams. Also additional stored water decreases the City's need to use potable well water to serve customers.

### Task Expected Outcome:

Obtain 100% design of 750+ gallon in-ground storage tank for reclaimed water by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

### **Reclaimed Water Storage**

#### **Deliverables**

Number	Description	Due Date
2.1	100% design of reclaimed water storage at satellite reclaimed water plant	12/31/2020

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Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 3 Task Cost: \$296,000.00

Task Title: North Shelton Sewage Redirect

### Task Description:

100% design for ~900 linear feet of piping to redirect raw sewage produced in the north Shelton area (Mountain View area) from the City of Shelton's main wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant. This design will be contracted to the City of Shelton. Tribe's contract manager and financial department will interact regularly with the City to ensure progress on financial reporting and deliverables.

The City will put out a request for qualifications from contractors/consultants and make a selection based on City of Shelton approved criteria.

The consultant will design options for placement of a sewage lift station.

The consultant will design options for the best available route for ~900 linear feet of an 18-inch sewer main that would run from West Birch Street to reclaimed water satellite plant.

Construction costs estimates will be included, however no construction will be performed.

### Task Goal Statement:

This design will allow for future construction of the ~900 ft. sewage line. Future construction will lead to production of an additional 500,000 gallons per day (560 acre-feet/year (afy)) or 0.8 cubic feet/second (cfs)) of reclaimed water that may be used and applied in the area of North Fork Goldsborough Creek.

Using MODFLOW numerical groundwater modeling, we know that the current impact to Goldsborough Creek is about 520,000 gallons/day (580 afy, 0.8 cfs). The City's treated wastewater is currently discharged straight out to Oakland Bay. The redirection of North Shelton wastewater (500,000 gallons per day (560 afy) or 0.8 cfs)) to the reclaimed water plant means that groundwater would be treated to almost drinkable and then returned high in the watershed to benefit both groundwater and surface water of Goldsborough Creek. Furthermore, 500,000 gallons per day of treated wastewater would cease to flow into Oakland Bay. This would reduce nitrate output into Oakland Bay and potentially decrease the shellfish closure radius around the Fairmont treatment plant.

### Task Expected Outcome:

Obtain 100% design for ~900 linear feet of piping and a lift station to redirect raw sewage from City of Shelton's main wastewater treatment plant to the City's satellite reclaimed water plant by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

### **North Shelton Sewage Redirect**

#### **Deliverables**

Number	Description	Due Date
3.1	100% design documents with cost estimates for redirecting North Shelton sewage to the reclaimed water treatment plant	12/31/2020

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Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 4

Task Cost: \$96,000.00

Task Title: Washington Corrections Center Reclaimed Water Pipe

### Task Description:

100% design and construction to extend ~1000 feet of reclaimed water pipe from 2321 W. Dayton Airport Road to the entrance to the Washington Corrections Center (WCC).

This design will be contracted to the Washington State Department of Corrections (DOC). Tribe's contract manager and financial department will interact regularly with DOC to ensure progress on financial reporting and deliverables.

Design will include:

DOC will put out a request for qualifications from contractors/consultants for design and make a selection based on DOC approved criteria. The consultant will design options and estimate costs for the best available route of a reclaimed water pipe (purple pipe).

The contractor will install a water meter near the rear entrance to the facility. This will allow the facilities maintenance department to connect the new reclaimed water line to the irrigation lines throughout the facility.

### Task Goal Statement:

Our goal is to give WCC access to reclaimed water, so that WCC may use it for outdoor irrigation, and eventually laundry and prison plumbing.

WCC wells currently pump about 238,000 gallons per day (267 acre-feet/year (afy), 0.4 cubic feet/second (cfs)), and the pumping causes a 129,000 gallon per day (145 afy, 0.2 cfs) loss to North Fork Goldsborough Creek (calculated with a MODFLOW numerical groundwater model). About 213,000 gallons per day (239 afy, 0.3 cfs) of wastewater are piped to the City of Shelton's satellite reclaimed water treatment plant, indicating that the difference is about 25,000 gallons, which must be for WCC irrigation or losses through pipes. As a regional partner, the DOC is entitled to 120,000 gallons/day of the Class A reclaimed water from the satellite plant (134 afy, 0.2 cfs).

Our expected outcome of this purple pipe connection is that WCC will ultimately hook up its outdoor irrigation, laundry, and prison plumbing to reclaimed water. This will allow WCC to access 120,000 gallons/day of reclaimed water and to decrease pumping from the North Fork Goldsborough aquifer by the same amount.

### Task Expected Outcome:

Obtain 100% design and construction for ~1000 feet of reclaimed water pipe from 2321 W. Dayton Airport Road to the entrance to the Washington Corrections Center by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

### **Washington Corrections Center Reclaimed Water Pipe**

#### **Deliverables**

Number	Description	Due Date
4.1	100% Design Report	03/31/2020
4.2	Installation of ~1000 ft of reclaimed water line	12/31/2020

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Recipient Name: Squaxin Island Tribe

## SCOPE OF WORK

Task Number: 5 **Task Cost: \$17,000.00**

Task Title: Groundwater Modeling

### Task Description:

Run Task 2,3, and 4 actions through Johns/Goldsborough MODFLOW numerical groundwater model testing on the cumulative changes associated with infrastructure changes. The Johns/Goldsborough model was created collaboratively by consultants for the Squaxin Island Tribe and Washington State Department of Ecology. The Tribe's consultant, Keta Waters, continues to maintain and improve the model, and Keta Waters will carry out the modeling exercise of Task 5.

### Task Goal Statement:

Our goal is to generate numerical groundwater results, reach by reach in Goldsborough Creek, of the benefits of decreasing pumping and adding additional reclaimed water to the watershed. It is likely a that North Fork Goldsborough Creek will see the greatest increase in cubic feet per second of streamflow, since it receives water from the same aquifer source as the WCC wells. This is also the same aquifer that would receive increased application of reclaimed water from the North Shelton neighborhood. However, positive benefits should propagate downstream to lower reaches of Goldsborough Creek.

### Task Expected Outcome:

Numerical groundwater results, reach by reach in Goldsborough Creek, of the benefits of decreasing pumping and adding additional reclaimed water to the watershed.

Recipient Task Coordinator: Erica Marbet

### **Groundwater Modeling**

#### **Deliverables**

Number	Description	Due Date
5.1	Technical Report	12/31/2020



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 Recipient Name: Squaxin Island Tribe

**BUDGET****Funding Distribution EG190490**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Goldsborough Streamflow Restoration Project Funding Type: Grant  
 Funding Effective Date: 01/01/2019 Funding Expiration Date: 12/31/2020  
 Funding Source:

Title: Watershed Restoration and Enhancement Bond Account

Type: State

Funding Source %: 100%

Description: To fund projects using tax exempt bonds. Projects include acquiring senior water rights, water conservation, water reuse, stream gaging, groundwater monitoring, and developing natural and constructed infrastructure designed to provide access to new water supplies, with priority given to projects in watersheds developing specified plans and watersheds participating in the defined pilot project.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

<b>Goldsborough Streamflow Restoration Project</b>	<b>Task Total</b>
Grant Administration/Management	\$ 15,000.00
Reclaimed Water Storage	\$ 96,000.00
North Shelton Sewage Redirect	\$ 296,000.00
Washington Corrections Center Reclaimed Water Pipe	\$ 96,000.00
Groundwater Modeling	\$ 17,000.00

**Total: \$ 520,000.00**

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 Project Title: Goldsborough Streamflow Restoration Project  
 Recipient Name: Squaxin Island Tribe

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Goldsborough Streamflow Restoration Project	0.00 %	\$ 0.00	\$ 520,000.00	\$ 520,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 520,000.00</b>	<b>\$ 520,000.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

**LIMITED WAIVER OF SOVEREIGN IMMUNITY:** The Squaxin Island Tribe, for the purposes of this grant agreement, grants Ecology a limited waiver of sovereign immunity. Such waiver is limited solely to equitable remedies and/or recovery of damages under this agreement up to the Tribe's total grant award during the term of this Agreement. Such waiver is only for administrative and/or Thurston County Superior Court proceedings, is only as to Ecology, and may not be assigned, or otherwise transferred to any third-party.

### **SPECIAL TERMS AND CONDITIONS**

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

##### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

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EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

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Recipient Name: Squaxin Island Tribe

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

##### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in



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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: WRSRP-2019-SqIsTr-00029  
Project Title: Goldsborough Streamflow Restoration Project  
Recipient Name: Squaxin Island Tribe

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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Recipient Name: Squaxin Island Tribe

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

Agreement No: WRSRP-2019-SqIsTr-00029  
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Recipient Name: Squaxin Island Tribe

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

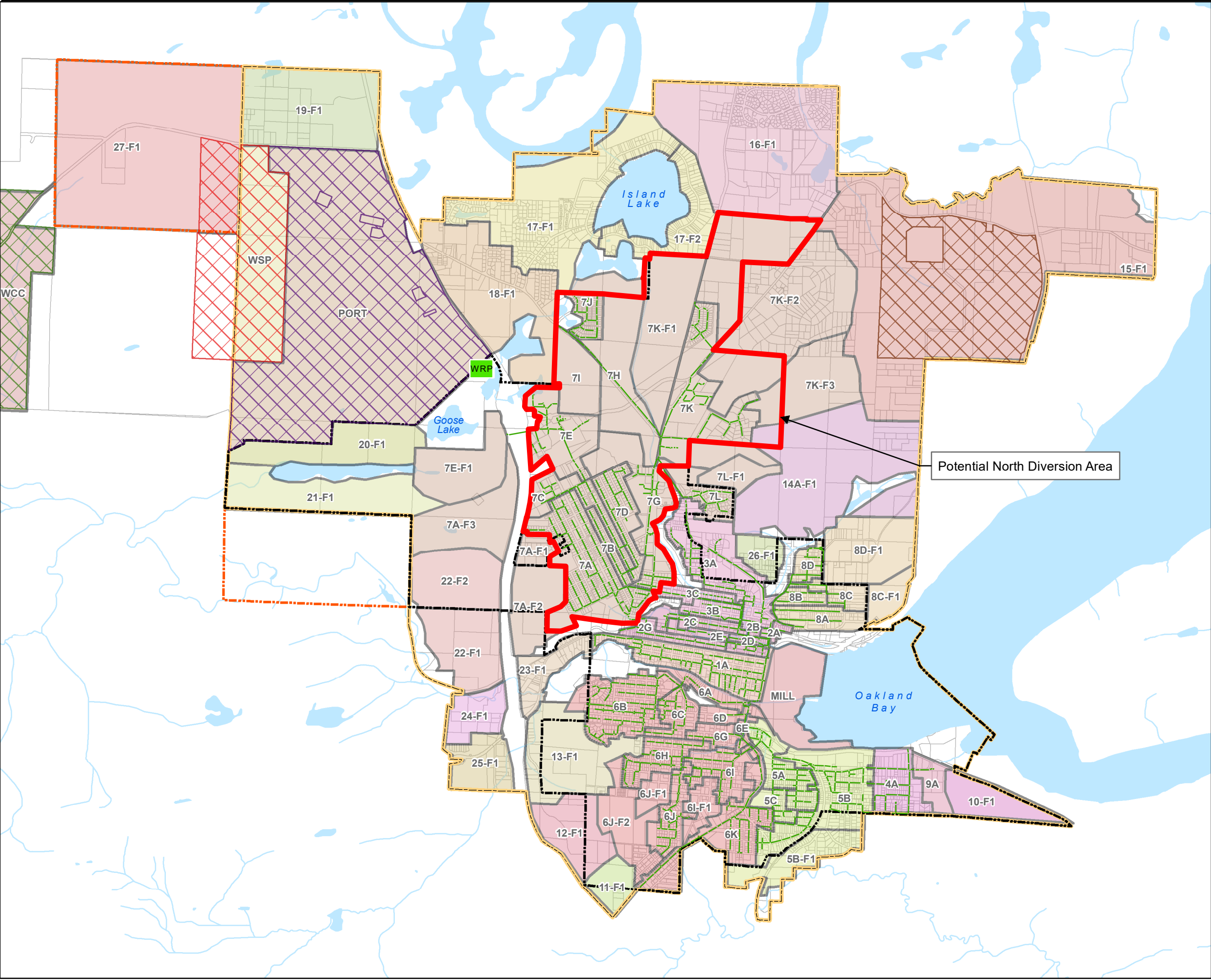
29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.





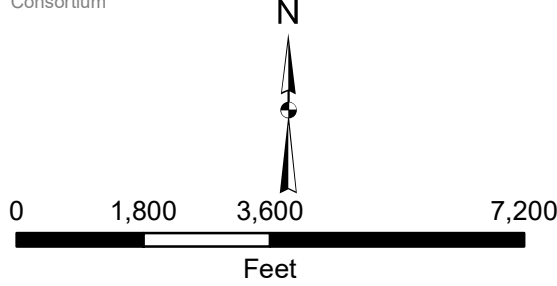
Legend

- WRP Water Reclamation Plant
- Gravity Main
- Washington Corrections Center
- Washington State Patrol Academy
- Port of Shelton Sanderson Field
- Port of Shelton - John's Prairie
- City of Shelton
- UGA
- UGA Expansion Area
- Shelton Parcels

Sewer Basins

1	12	23
2	13	24
3	14	25
4	15	26
5	16	27
6	17	MILL
7	18	PORT
8	19	WCC
9	20	WSP
10	21	
11	22	

Source: Mason County GIS, City of Dupont, Puget Sound LiDAR Consortium



CITY OF SHELTON

NORTH DIVERSION AREA





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G1)

Touch Date: 06/03/20  
Public Hearing: 06/16/20  
Action Date: 07/07/20  
**Reading of Resolution**

Department: Public Works  
Presented By: Ken Gill

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
**WSDOT 6-Year TIP**

☒ Dept. Head

☐ Finance Director

☐ Attorney

☐ City Clerk

☐ City Manager

#### ATTACHMENTS:

-Resolution No. 1159-0620  
with Spreadsheet Attachment  
-Informational Map  
-6-Year TIP Public Hearing Notice  
-TIP Definition Information Codes  
-6-Year TIP Presentation

☐ Ordinance

☒ Resolution

☒ Motion

☐ Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Per RCW 35.77.010, the purpose of the 6-Year Transportation Improvement Program (TIP) is, "...to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program".

The TIP is used by several state and federal agencies and serves multiple purposes. It is mainly for local agencies to prioritize their transportation projects anticipated to be done during the next six years, as well as for the Washington State Department of Transportation (WSDOT) to know what projects are anticipated, to list those projects that have federal and/or state funding secured, to identify those projects that are anticipating state or federal funding that is not yet secured, and to allow WSDOT to create a list of projects for the statewide Transportation Improvement Program (STIP). Federally funded projects must be incorporated into the STIP before money will be disbursed to a local agency. Washington State Law requires the annual adoption of the 6-Year TIP take place after a public hearing, and to submit the adopted 6-year TIP to WSDOT within 30 days of its passage.

### ANALYSIS/OPTIONS/ALTERNATIVES:

This is a requirement; there are no options or alternatives.

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

The Public Hearing was held on June 16, 2020. Time was allowed for public comment to take place but there was no public testimony. Information for this can be obtained through the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

Staff requests a reading of Resolution No. 1159-0620 and: *"I move to authorize the Mayor to sign Resolution Number 1159-0620, adopting the 6-Year Transportation Improvement Program for the years of 2021-2026"*.

**RESOLUTION NO. 1159-0620**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON adopting the Comprehensive Six (6) Year Transportation Improvement Program for the City of Shelton for the years 2021 through 2026.**

WHEREAS, a study has been completed by the City Engineering Department and approved by the City Manager in which a Comprehensive Six (6) Year Transportation Improvement Program has been prepared for the six (6) year period 2021 through 2026, that shows the street locations, improvements that are to be made within the six (6) year period, and the estimated cost of each improvement;

WHEREAS, the City Council of the City of Shelton held a public hearing on the Comprehensive Six (6) Year Transportation Improvement Program at 6:00 p.m. on the 16<sup>th</sup> day of June, 2020, via virtual platform due to Governor Inslee's "Stay Home, Stay Healthy" order; and

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

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

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

**INTRODUCED AND PASSED** by the City Council of the City of Shelton on this 16th day of June 2020.

ATTEST:

\_\_\_\_\_  
Mayor Dorcy

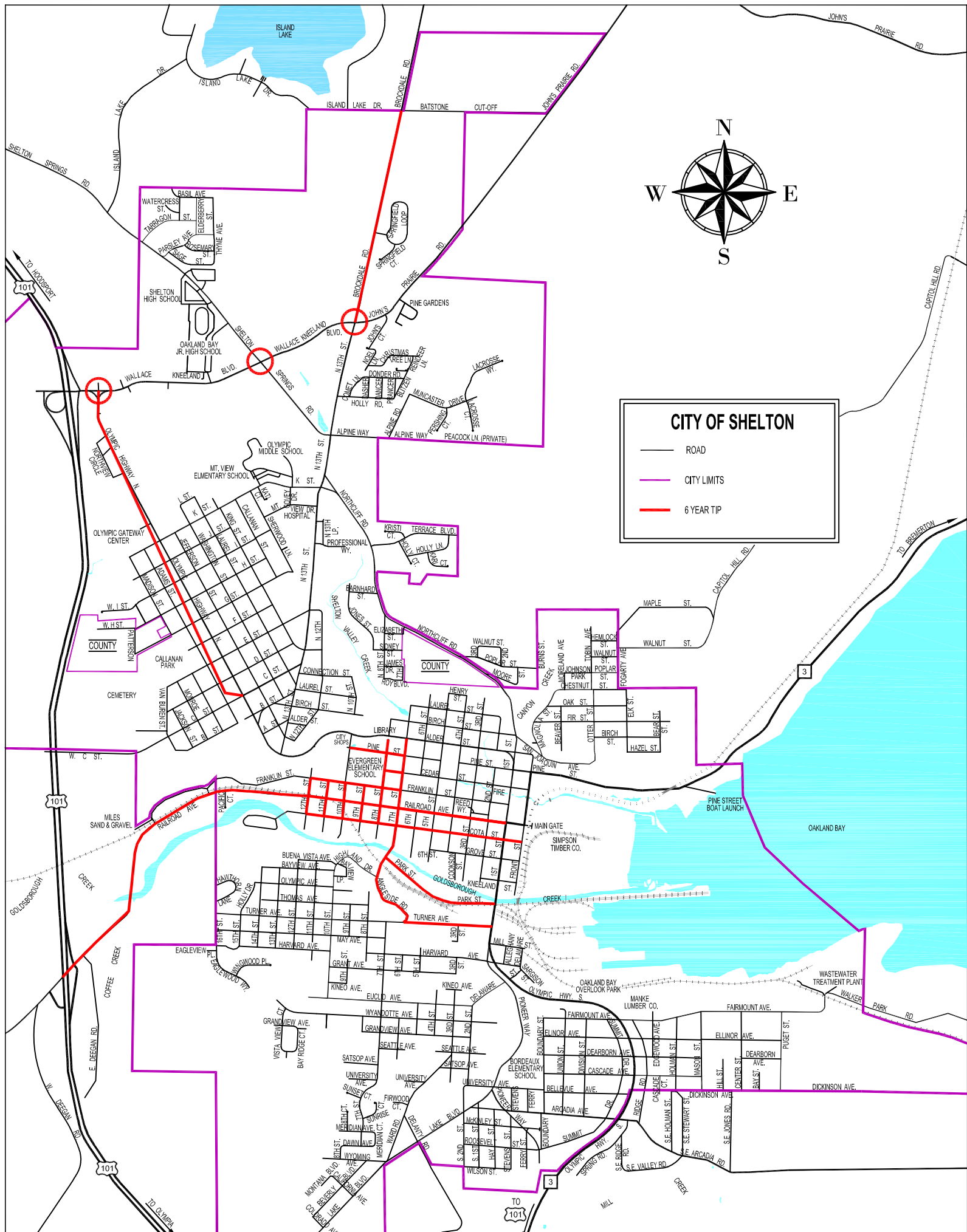
\_\_\_\_\_  
City Clerk Nault

Priority Number	Project Name	Project Limits		Description	Funding Status	Federal Aid Number	Estimated Project Cost	Estimated City Contribution	Functional Class	Improvement Type													Utilities								Environmental Classification	R/W Needed? (Acquisition Date)		
		Beginning	End							New Construction (01)	Relocation (02)	Reconstruction (03)	Major Widening (04)	Minor Widening (05)	Other Enhancements (06)	Resurfacing (07)	New Bridge (08)	Bridge Replacement (09)	Bridge Rehabilitation (10)	Minor Bridge Rehabilitation (11)	Safety (12)	Environmental (13)	Other	Water	Sewer	Power	Gas	Cable TV	Telephone	Other				
1	Western Gateway Phase A - Railroad Avenue 5640	7th Street	Pacific Court (City Limits)	Roadway improvements including pavement stabilization, replacement, and/or rehabilitation, storm drainage, illumination, sidewalk and ADA access	P		\$3,547,930	\$2,787,930	14						06	07									32	W	S	P	G	C	T	O	CE	YES
2	Access Shelton Phase III-B_Wallace-Kneeland Blvd 5439 / Shelton Springs Road 5432			Roundabout at Wallace-Kneeland and Shelton Springs	P		\$3,022,326	\$3,022,326	16													12		32								CE	NO	
3	Access Shelton Phase III-A_Wallace-Kneeland Blvd 5439 / N. 13th Intersection 5435 / Brockdale 5435			Roundabout at Wallace-Kneeland and North 13th Street	P		\$2,736,766	\$2,736,766	16													12		32	W	S	P	G	C	T	O	CE	YES	
4	Western Gateway Phase B - 7th Street 5426	Alder Street	Cota Street	Roadway improvements including paving, sidewalks and ADA access, intersection improvements including signalization	P		\$750,000	\$75,000	17					05		07								32	W	S	P	G	C	T	O	CE	NO	
5	North Shelton Interchange Upgrade	SR101	Wallace-Kneeland Blvd	Roadway improvements including widening, channelization and intersection improvement	P		\$3,200,000	\$0	12					05		07			10		12			W	S	P	G	C	T	O	EIS	NO		
6	Access Shelton Phase V, Brockdale Road 5435	Wallace-Kneeland Blvd	N City Limits	Roadway improvements including pavement stabilization, storm drainage, landscaping, sidewalk and ADA access	P		\$1,500,000	\$1,500,000	17			03		05	06	07					12		32	W	S	P	G	C	T	O	CE	NO		
7	Western Gateway Phase C - West Downtown	7th to 12th	Alder to Cota	Roadway improvements including paving, illumination, sidewalks and ADA access	P		\$2,000,000	\$2,000,000	14						06	07							32	W	S	P	G	C	T	O	CE	NO		
8	Olympic Highway North 5465	"K" Street	Wallace-Kneeland Blvd	Roadway improvements including pavement grinding and overlay	P		\$1,800,000	\$1,800,000	14			03				07								W	S	P	G	C	T	O	CE	NO		
9	Access Shelton Phase VI, Olympic Highway North 5465	"C" Street	"K" Street	Roadway improvements including pavement grinding, overlay, illumination, sidewalk and ADA access upgrades	P		\$4,000,000	\$4,000,000	14			03			06	07							32	W	S	P	G	C	T	O	CE	NO		
10	Railroad Avenue 5640	1st Street	7th Street	Roadway improvements including pavement stabilization, replacement, and/or rehabilitation, ADA access upgrades and intersection improvements potentially including channelization and signalization	P		\$4,000,000	\$400,000	14							07						12		32	W	S	P	G	C	T	O	CE	NO	
11	Cota Street	Front Street	7th Street	Roadway improvements including pavement, road base, storm drainage, illumination, channelization, landscaping, sidewalk and ADA access	P		\$2,000,000	\$2,000,000	16			03		05	06								32	W	S	P	G	C	T	O	CE	NO		
12	Turner Avenue 5434	1st Street	Angleside Road	Roadway improvements including paving, channelization, storm drainage, illumination & pedestrian walkway	P		\$1,000,000	\$1,000,000	17						06	07					12		32	W	S	P	G	C	T	O	CE	NO		
13	Park Street	1st Street	7th Street	Roadway improvements including storm drainage, sidewalk and ADA access	P		\$2,000,000	\$2,000,000	17						06						12			W	S	P	G	C	T	O	CE	NO		
14	Angleside Road 5426 / 7th Street	Cota Street	Turner Avenue	Guardrail, pedestrian walkway, intersection reconstruction, ROW acquisition, pavement, road base, storm drainage, illumination	P		\$3,000,000	\$3,000,000	17			03			06	07					12		32	W	S	P	G	C	T	O	CE	YES		
15	Railroad Avenue 5640	City Limits	Hwy 101 Park & Ride	Roadway improvements including overlay, sidewalk and ADA access	P		\$2,000,000	\$0	14					05	06	07			10				32	W	S	P	G	C	T	O	CE	NO		
0	Non-Motorized Plan (Bicycle/Trail/Sidewalk)	City Wide		Development of Plan	P		\$25,000	\$25,000	00														32								CE	NO		
0	Signage Improvement Plan	City Wide		Update/Upgrade regulatory and warning signage to current standards where applicable	P		\$150,000	\$150,000	00											12											CE	NO		
0	Pavement Maintenance Program	City Wide		Chip Seal, Fog Seal, Overlay	P		\$2,700,000	\$2,700,000	00							07															CE	NO		
0	Guardrail Replacement	City Wide		Upgrade guardrails to current standards	P		\$500,000	\$500,000	00											12											CE	NO		
0	Pedestrian Crossing Improvements	City Wide		Rapid Flashing Beacons	P		\$150,000	\$150,000	00														32								CE	NO		
0	Sidewalk Replacement Program	City Wide		Sidewalks and ADA access	P		\$180,000	\$180,000	00														32								CE	NO		

\$40,262,022    \$30,027,449

Priority Number	Project Name	Project Phase												Expenditure Schedule (\$1,000)					
		Preliminary Engineering (Planning)				Right-of Way (Equip Purchase)				Construction				Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)
		Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)	Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)	Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)						
1	Western Gateway Phase A - Railroad Avenue 5640	2020	\$409,377			2020				2021	\$3,138,553	TIB	90%	\$409	\$3,138.6				
2	Access Shelton Phase III-B_Wallace-Kneeland Blvd 5439 / Shelton Springs Road 5432	2020	\$202,166	WSDOT	86.5%					2022	\$2,820,160	WSDOT	86.5%	\$200		\$2,820			
3	Access Shelton Phase III-A_Wallace-Kneeland Blvd 5439 / N. 13th Intersection 5435 / Brockdale 5435	2021	\$202,166			2022	\$65,000			2023	\$2,469,600				\$202	\$65	\$2,469		
4	Western Gateway Phase B - 7th Street 5426	2022	\$112,500							2021	\$637,500	TIB	90%	\$56	\$638				
5	North Shelton Interchange Upgrade	2022	\$480,000							2021	\$2,720,000	TIP/Private	100%	\$480	\$2,720				
6	Access Shelton Phase V, Brockdale Road 5435	2023	\$225,000							2021	\$1,275,000	TIB	90%	\$225	\$1,275				
7	Western Gateway Phase C - West Downtown	2023	\$300,000							2022	\$1,700,000	SRTS	85%	\$300		\$1,700			
8	Olympic Highway North 5465	2024	\$270,000							2023	\$1,530,000	TIB	90%			\$270	\$1,530		
9	Access Shelton Phase VI, Olympic Highway North 5465	2024	\$600,000							2023	\$3,400,000	TIB	90%			\$600	\$3,400		
10	Railroad Avenue 5640	2024	\$600,000							2025	\$3,400,000	TIB	90%					\$600	\$3,400
11	Cota Street	2025	\$300,000							2025	\$1,700,000	TIB	90%					\$300	\$1,700
12	Turner Avenue 5434	2026	\$150,000							2025	\$850,000							\$150	\$850
13	Park Street	2026	\$300,000							2025	\$1,700,000	TIB	90%					\$300	\$1,700
14	Angleside Road 5426 / 7th Street	2026	\$450,000			2024	\$75,000			2025	\$2,475,000	TIB	90%					\$525	\$2,475
15	Railroad Avenue 5640	2026	\$300,000							2025	\$1,700,000	County	90%					\$300	\$1,700
0	Non-Motorized Plan (Bicycle/Trail/Sidewalk)	2021	\$60,000											\$60					
0	Signage Improvement Plan									2021	\$150,000			\$25	\$25	\$25	\$25	\$25	\$25
0	Pavement Maintenance Program									2020	\$2,700,000			\$400	\$400	\$400	\$400	\$400	\$400
0	Guardrail Replacement									2021	\$500,000			\$83	\$83	\$83	\$83	\$83	\$83
0	Pedestrian Crossing Improvements									2021	\$150,000			\$25	\$25	\$25	\$25	\$25	\$25
0	Sidewalk Replacement Program									2021	\$180,000			\$30	\$30	\$30	\$30	\$30	\$30







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

**NOTICE OF  
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Shelton, Washington, is declaring its intention to hold a Public Hearing on Tuesday, June 16, 2020, at 6:00 p.m. to hear testimony regarding the proposed Six (6) Year Transportation Improvement Program for the City of Shelton. Due to Governor Inslee's "Stay Home, Stay Healthy" order, the Council will meet on a virtual platform to conduct this Public Hearing and further Council business. The public will have an opportunity to view the virtual Public Hearing at [www.masonwebtv.com](http://www.masonwebtv.com). All persons who desire to give testimony regarding the proposed program can provide comments via email to [Jeff.Niten@SheltonWa.Gov](mailto:Jeff.Niten@SheltonWa.Gov) or via phone at (360) 432-5105. Copies of the proposed plan are available from the Public Works Department.

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## Six Year Transportation Improvement Program Definition of Information Codes

The following descriptive codes are used in the TIP program provided by WSDOT. The following is a list of the meaning of various codes used in the TIP table.

### Functional Classification

#### Urban (Over 5000 population)

- 00 – No Classification
- 11 – Interstate
- 12 – Freeways & Expressways
- 14 – Other Principal Arterials
- 16 – Minor Arterial
- 17 – Collector
- 19 – Local Access

### Improvement Type Codes

- |  |                                    |
|--|------------------------------------|
| 01 – New Construction on New Alignment | 08 – New Bridge Construction       |
| 02 – Relocation                        | 09 – Bridge Replacement            |
| 03 – Reconstruction                    | 10 – Bridge Rehabilitation         |
| 04 – Major Widening                    | 11 – Minor Bridge Rehabilitation   |
| 05 – Minor Widening                    | 12 – Safety/ Traffic Operation/TSM |
| 06 – Other Enhancements                | 13 – Environmentally Related       |
| 07 – Resurfacing                       | 32 – Non Motor Vehicle Project     |

### Funding Status

**S** - Project **is selected** by the appropriate selection body and **funding has been secured** by the lead agency.

**P** - Project is subject to selection by an agency other than the lead and is listed for planning purposes. (**Funding has not been determined.**)

### Utility Codes

- W – Water
- S – Sewer (other than agency-owned)
- P – Power
- G – Gas
- C – Cable TV
- T – Telephone
- O – Other

### Environmental Data Type

- EIS – Environmental Impact Statement
- EA – Environmental Assessment
- CE – Categorical Exclusion



# **SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

June 16, 2020



# WHY DO WE NEED ONE?

- ▣ Opportunity for Council review/discussion
- ▣ Ability to compete for and obtain State and Federal grants
- ▣ Inclusion does not guarantee funding or completion



# PROJECTS

- ▣ RAILROAD AVE-7<sup>TH</sup> STREET TO PACIFIC COURT
- ▣ ROUNDABOUT @ WALLACE-KNEELAND AND  
SHELTON SPRINGS ROAD
- ▣ ROUNDABOUT @ WALLACE-KNEELAND AND NORTH  
13<sup>TH</sup>





EXISTING CONDITIONS



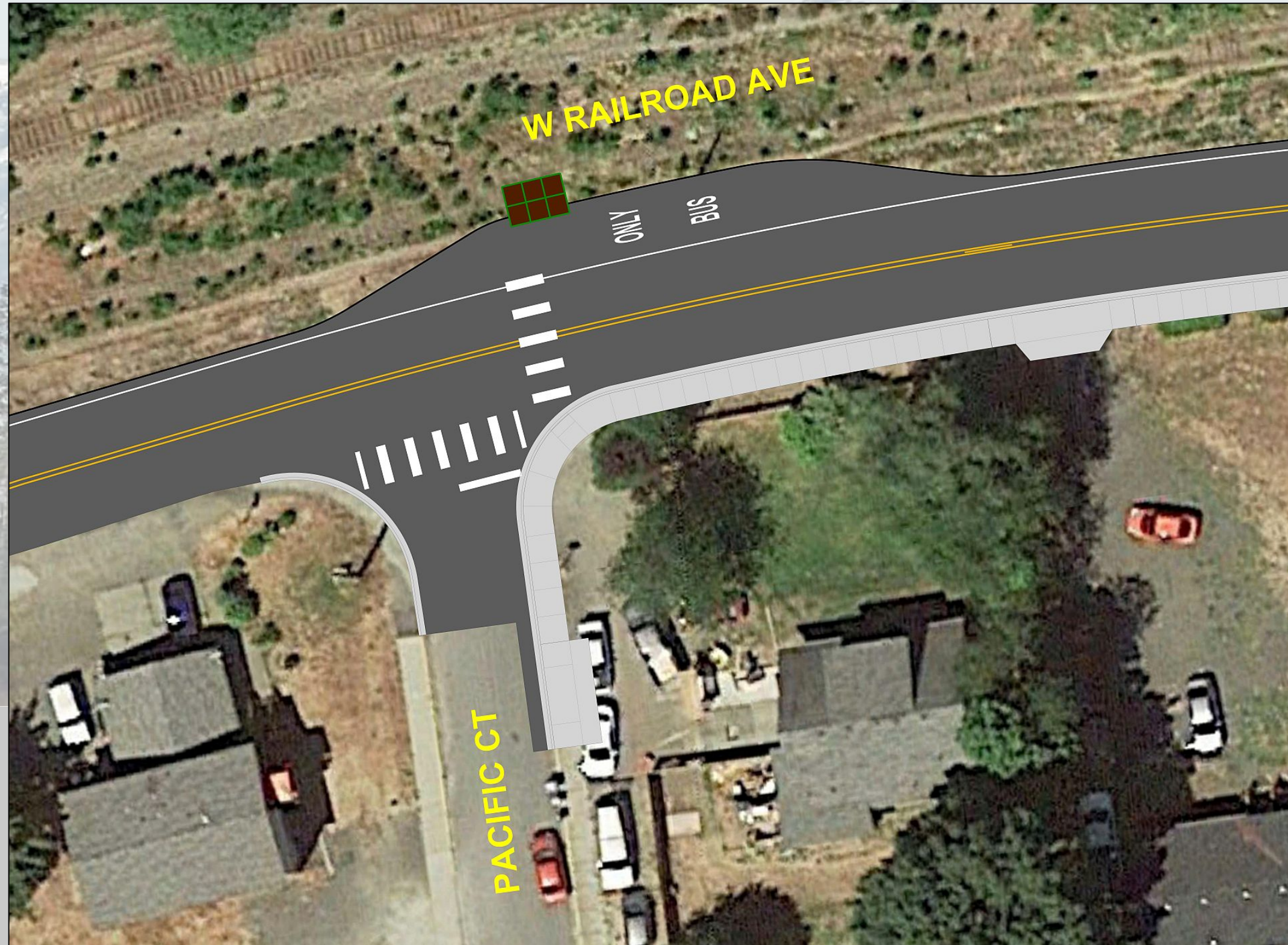
PROPOSED IMPROVEMENTS



WEST RAILROAD AVENUE LOOKING EAST







## WEST RAILROAD AVENUE AND PACIFIC COURT BUS PULLOUT







EXISTING CONDITIONS

WEST RAILROAD AVENUE CITY LIMITS TO 12<sup>TH</sup> STREET







PROPOSED IMPROVEMENTS

WEST RAILROAD AVENUE CITY LIMITS TO 12<sup>TH</sup> STREET







EXISTING CONDITIONS



PROPOSED IMPROVEMENTS



**WEST RAILROAD AVENUE LOOKING EAST AT 10<sup>TH</sup> STREET**







EXISTING CONDITIONS

WEST RAILROAD AVENUE 8<sup>TH</sup> TO 12<sup>TH</sup> STREET





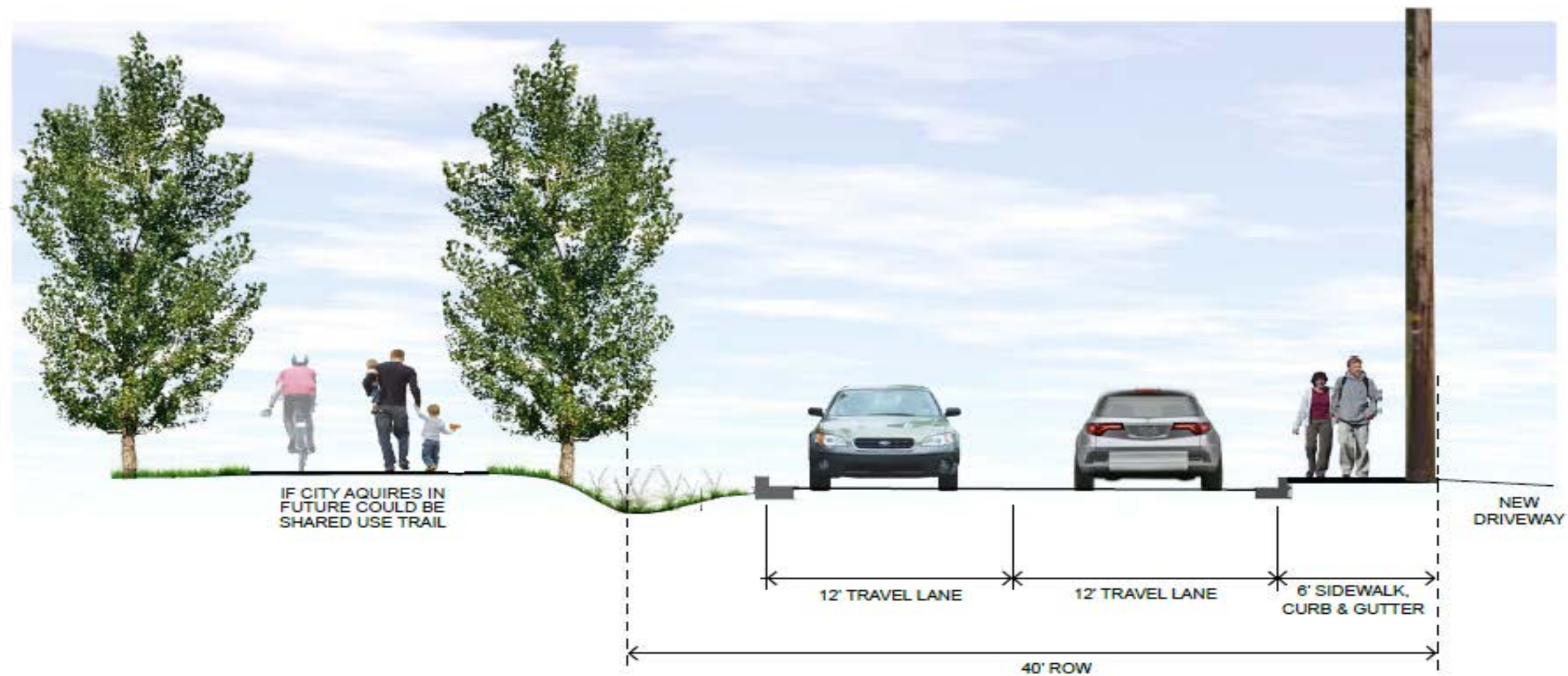
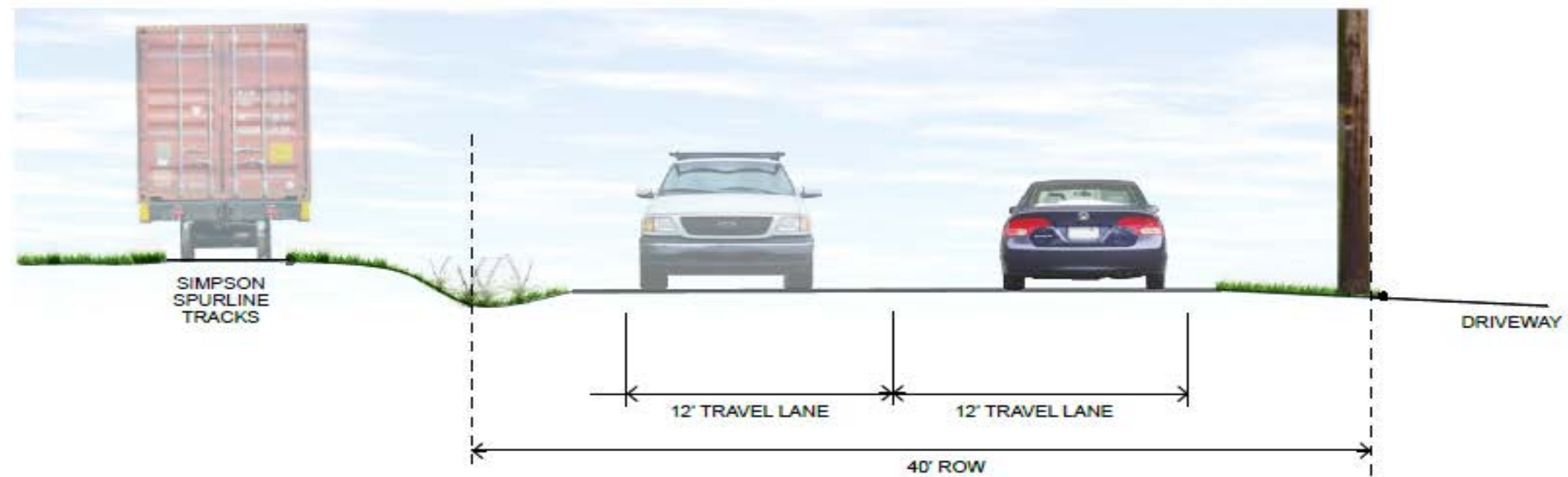


## PROPOSED IMPROVEMENTS

## WEST RAILROAD AVENUE AT 8<sup>TH</sup> TO 12<sup>TH</sup> STREET







## RAILROAD AVENUE CORRIDOR STUDY



# NEXT STEPS

- ▣ June 16-Public Hearing and 1<sup>st</sup> Reading of Resolution 1159
- ▣ July 7- Action Agenda





# Questions?



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G2)

Touch Date: 06/18/20  
Action Date: 07/07/20

### Reading of Resolution

Department: Public Works

Presented By: Ken Gill

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

KWG for  
JOH

PROGRAM/PROJECT TITLE:  
MTA Parking Lot Change Order No. 1

ATTACHMENTS:  
- Resolution 1165-0620  
- Change Order No. 1  
- ILA with Mason Transit Authority

☐ Ordinance

☒ Resolution

☒ Motion

☐ Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In 2014, the City collaborated with Mason Transit Authority (MTA) and Mason Conservation District (MCD) to seek funding from the Washington State Department of Ecology's Stormwater Financial Assistance Program. Grant funding was requested and in 2016 \$302,500 in grant funds were awarded to the City for a parking lot retrofit project in the 600 block of Railroad Avenue.

Mason Conservation District commenced design of the project and initiated soil testing in the project area. During the design process it was determined the project area contained contaminated soils. The Dept. of Ecology worked with Mason Conservation District to develop an approach to clean up the contaminated soils in order to proceed with the parking lot project, so that cleanup and construction can proceed simultaneously. Mason Conservation District completed design early Fall 2019 and the project was advertised for bid in November 2019. Thirteen bids were received and opened at the December 4<sup>th</sup> bid opening and on January 21, 2020, RW Scott Construction was awarded the project as the lowest and responsible bid of \$308,641.12. Construction commenced with removal of the contaminated soils. Depending on the amount of contamination, disposal of the on-site contaminated soils was split between the Dickson Co.-Waller Road facility in Pierce County and the Waste Management Inc. facility in Bremerton. The cost of hauling to these two specialized facilities is significantly more than anticipated and requires a change in contract.

Change Order Number 1 is the cost for removal and disposal of contaminated soils from the project site. The change order will be signed by MTA, the Contractor, and the Project Engineer, prior to the City's final execution. Resolution No. 1165-0620 authorizes the City Manager to sign the change order on behalf of the City, once all other signatures have been received.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

This change order increases the Contract by an estimated \$81,244; the final amount paid will be based on actual quantities. There is no financial impact to the City as any funds and/or staffing costs not reimbursed by the Ecology grant will be billed to and reimbursed by Mason Transit Authority, per the Interlocal Agreement entered into with MTA in February 2016. To note, Mason Transit Authority is involved in all Change Orders



and is required to sign off on each one to authorize the activity. Since MTA is reimbursing the City for all costs, this ensures us they are aware of the funds required to complete the project.

PUBLIC INFORMATION REQUIREMENTS:

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

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to adopt Resolution 1165-0620, a resolution authorizing the City Manager to sign Change Order No. 1 to the Construction Contract with R.W. Scott Construction for the Mason Transit Authority Parking Lot Project".*

**RESOLUTION NO. 1165-0620**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH R.W. SCOTT CONSTRUCTION FOR THE COMPLETION OF THE MASON TRANSIT AUTHORITY PARKING LOT RETROFIT PROJECT**

**WHEREAS**, the City Council approved a Contract on January 21, 2020 with R.W. Scott Construction for the completion of the Mason Transit Authority Parking Lot Retrofit Project; and

**WHEREAS**, soil testing of the project area taken during the design phase showed the area to have contaminated soils; and

**WHEREAS**, additional soil sampling taken during construction has provided information on the levels of contamination; and

**WHEREAS**, the Contractor and Project Engineers have had difficulty locating a facility to accept the excavated soils being removed from the project site; and

**WHEREAS**, there are only two facilities within a reasonable distance willing to accept the contaminated soils but at a much higher cost than anticipated; and

**WHEREAS**, the Contractor and Project Engineer have provided Change Order No. 1, increasing the Contract by an estimated \$71,819 to cover the additional costs of hauling the excavated soils to the facilities.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton that the City Manager is authorized to sign Change Order No. 1 to the Construction Contract with R.W. Scott Construction for the Mason Transit Authority Parking Lot Retrofit Project.

Passed by the City Council at its regular meeting held on the 7th day of July, 2020.

---

Mayor Dorcy

ATTEST:

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City Clerk Nault



# CHANGE ORDER

Project Engineer: Dominic Miller, P.E.	Phone Number: 360-292-7481
Contract Title: <b>City of Shelton - MTA Parking Lot Retrofits</b>	Change Order Number: 1
Prime Contractor: R.W. Scott Construction Company; (253) 351-0001 4005 West Valley Hwy STE A; Auburn, WA 98001	Change Order Date: June 30, 2020
Change Description: Handling and Hauling of Contaminated Soils	

- ☒ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specification or the RFP
- ☐ Change proposed by Contractor

Change Description: Based on soil sampling results, disposal of the on-site contaminated soils is split between the Dickson Co. - Waller Road facility in Tacoma and the Waste Mgmt Inc. facility in Bremerton.

Contract Bid Items						Revised Bid Items		
Item	Description	Unit	Quant.	Unit Price	Total Amt	Quant.	Unit Price	Total Amt
A-5	Excavation & Disposal of Site Soils	CY	980.0	\$ 24.50	\$ 24,010	220.0	\$ 24.50	\$ 5,390
A-20	Excavation & Disposal of Site Soils at Dickson	CY	-	\$ -	\$ -	638.2	\$ 125.00	\$ 79,775
A-21	Excavation & Disposal of Site Soils at Waste Mgmt.	CY	-	\$ -	\$ -	140.0	\$ 195.00	\$ 27,300
B-11	Excavated Soil Stockpiling	CY	980.0	\$ 10.00	\$ 9,800	158.9	\$ 10.00	\$ 1,589
					\$ 33,810	\$ 114,054		

Items A-20 and A-21 are new bid items created with this change order. The increase in contract cost related to contaminated soils is \$80,244 (\$114,054 less \$33,810). Revised bid items are subject to documentation of actual quantities. Contract time is increased by 3 working days as part of this change order.

MTA shall be responsible for all change order costs per Part 1 of Intergovernmental Agreement between the City of Shelton and the Mason Transit Authority, dated February, 2016.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

**All works, materials and measurements to be in accordance with the provisions of the Contract for the type of construction involved unless stated otherwise in this document.**

Original Contract Amount <b>\$283,677.50</b>	Current Contract Amount <b>\$283,677.50</b>	Est. Net Change this C.O. <b>\$80,244.00</b>	Est. Revised Contract Amount <b>\$363,921.50</b>
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Prime Contractor Signature _____	Date: _____
Project Engineer Recommendation _____	Date: _____
Mason Transit Authority Approval _____	Date: _____
City of Shelton Approval _____	Date: _____

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SHELTON  
AND THE MASON TRANSIT AUTHORITY**

This Interlocal Agreement (this “Agreement”) is entered into by and between the City of Shelton (the “City”) and the Mason Transit Authority (the “MTA”).

WHEREAS, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the City and the MTA are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, the Washington State Department of Ecology’s Stormwater Financial Assistance Program awarded the City a Stormwater Implementation Grant for a stormwater demonstration project adjacent to the MTA’s Transit-Community Center located at 601 West Franklin Street; and

WHEREAS, the City and the MTA desire to enter into an agreement by which the City will administer the grant funding and the MTA will complete the design, permitting, and construction of the project identified in DOE Grant Agreement # WQC-2016-ShelPW-00325.

NOW, THEREFORE, the City and the MTA mutually agree as follows:

**1) Scope of Work and Financial Responsibility**

The MTA, with the assistance of Mason Conservation District (“MCD”) staff, shall commence the design, permitting, and construction of the project identified in DOE Grant Agreement # WQC-2016-ShelPW-00325, under the terms and conditions contained in the grant agreement and herein.

The MTA shall be responsible for all costs associated with this project in excess of the grant award, including but not limited to the fifteen percent (15%) matching funds required by the grant agreement.

The City will administer grant funding to the MTA in accordance with the grant agreement and as budgeted and approved by the City Commission.

**2) Site Access**

The MTA shall authorize the City and the MCD staff to access the construction site and other areas as needed to complete the design, permitting, and construction of the project.



### **3) Payment**

The MTA shall submit any requests for payment to the City no more frequently than once per month, except that a “year-end” billing shall be presented during the first week of January of each year for all activities occurring through and including December 31 of the prior year. Within thirty (30) days after receipt of a request for payment, the City shall pay the full amount billed or withhold a portion thereof and provide the MTA written notice specifying the total amount withheld and the ground(s) for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).

### **4) Effective Date, Duration, and Termination**

This agreement shall be effective when both parties have duly executed it. Prior to its entry into force, this agreement must be filed with the Mason County Auditor or, alternatively, listed by subject on the MTA’s or the City’s website or other electronically retrievable public source.

This agreement shall remain in full force and effect until the project is finally accepted by the DOE grant administration team and the grant agreement is closed. The provisions regarding financial responsibility and indemnification shall survive the termination of this agreement.

### **5) Compliance with Legal Requirements**

Each party accepts responsibility for compliance with federal, state, or local laws and regulations, including bidding requirements.

### **6) Relationship of the Parties**

No agent, employee, or representative of the MTA shall be deemed to be an agent, employee, or representative of the City for any purpose and the employees of the MTA are not entitled to any of the benefits the City provides to City employees, and vice versa.

### **7) Insurance**

The City is a self-insured governmental entity pursuant to the laws of the state of Washington. The City maintains property, premises, and joint general liability insurance through the Washington Cities Insurance Authority. The City certifies that it maintains property, premises liability, and general liability insurance in excess of \$2,000,000.00, including for the acts or omissions of its officers, employees, and representatives for the type and scope of work contemplated herein by its officers, employees, volunteers and agents.

The MTA hereby certifies that it maintains property, premises liability, and general liability insurance up to \$2,000,000.00 per incident, including for the acts or omissions of its officers, employees, and representatives, through a qualified insurance carrier.

Either party may request proof of insurance on request from the other party.

## **8) Hold Harmless and Indemnification**

Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its officers, agents, and employees. MTA explicitly assumes responsibility to the City for the consequences of any act or omission of a contractor or subcontractor associated with the project.

The MTA shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, actions, suits, liability, losses, costs, expenses, and damages of any nature whatsoever, including but not limited to costs and reasonable attorney's fees or grant repayment, by reason of or arising out of the MTA's obligations under this agreement, the MTA's failure to complete the project or the MTA's failure to otherwise comply with DOE Grant Agreement # WQC-2016-ShelPW-00325 in the design, permitting, and construction of the project.

## **9) Governing Law and Venue**

The parties agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this agreement. The parties agree that venue for any action arising from or relating to this agreement shall lie in Mason County Superior Court.

## **10) Representatives**

### The MTA:

790 East Johns Prairie Rd  
Shelton, WA 98584  
360-426-9434

### The City:

Michael Michael, City Engineer  
525 W Cota St899  
Shelton, WA 98584  
360-432-5125  
mmichael@ci.shelton.wa.us

CITY OF SHELTON

Approved by:

Gay H. Crouse

DATE: Feb. 25<sup>th</sup>, 2016

MASON TRANSIT AUTHORITY

Approved by:

Terri Jeffreys  
Terri Jeffreys, Board Chair

DATE: 2/16/16



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G3)

Touch Date: 06/29/20  
Brief Date: 07/07/20  
Action Date: 07/07/20

Department: Executive  
Presented By: Jeff Niten

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Coronavirus Relief Funds for Local  
Government

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

☐ Dept. Head

☐ Finance Director

☐ Attorney

☐ City Clerk

☒ City Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

JN

ATTACHMENTS:  
Dept. of Commerce Interagency  
Agreement

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The CARES Act approved by the Federal Government earlier this year provided for direct funding to States and Local Governments with populations over 500,000 people. Washington State then shares the funding they received with local municipal governments based on a formula developed by the U.S. Department of the Treasury. Shelton's share of the funding is \$306,600.00.

Guidance issued by the U.S. Department of the Treasury on April 22<sup>nd</sup> and May 28<sup>th</sup> and includes several different categories including "...Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions." and "...payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." The city is exploring every avenue for use of these allocated funds.

In order to request reimbursement for expenses the attached contract must be executed between the Department of Commerce and the City of Shelton. The contract is attached to this staff report. Funds under the contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. The city shall receive reimbursement for allowable expenses as identified in the Scope of Work or as authorized in advance by COMMERCE as reimbursable. Don Kuismi, Finance Specialist with the City of Shelton, will be the authorized contact for this agreement and is authorized to request reimbursements from Department of Commerce.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

The funds made available under the CARES Act will be accounted for as revenue in the 2020 City of Shelton financials.



PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the City Clerk.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to approve the Interagency Agreement with the Washington Department of Commerce by authorizing the City Manager to sign the attached agreement".*



**Interagency Agreement with**

City of Shelton

through

the Coronavirus Relief Fund for Local Governments

**For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:**

March 1, 2020

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# FACE SHEET

Contract Number: 20-6541C-318

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments**

<b>1. Contractor</b> City of Shelton 525 West Cota Street Shelton, Washington 98584-2239		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> Don Kuismi Finance Specialist (360) 432-5155 Don.Kuismi@Sheltonwa.gov		<b>4. COMMERCE Representative</b> <div style="display: flex; justify-content: space-between;"> <div>           Chuck Hunter            Project Manager            (360) 764-3312            Fax 360-586-5880            chuck.hunter@commerce.wa.gov         </div> <div>           P.O. Box 42525            1011 Plum Street SE            Olympia, WA 98504-2525         </div> </div>	
<b>5. Contract Amount</b> \$306,600.00	<b>6. Funding Source</b> Federal: <b>X</b> State:   Other:   N/A:	<b>7. Start Date</b> March 1, 2020	<b>8. End Date</b> October 31, 2020
<b>9. Federal Funds (as applicable)</b> \$306,600.00		<div style="display: flex; justify-content: space-between;"> <div> <b>Federal Agency:</b>            US Dept. of the Treasury         </div> <div> <b>CFDA Number:</b>            21.019         </div> <div> <b>Indirect Rate (if applicable):</b>            10.00%         </div> </div>	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0013140-00	<b>12. UBI #</b> 252000085	<b>13. DUNS #</b> 021830666
<b>14. Contract Purpose</b> To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
<b>FOR CONTRACTOR</b>  <div style="border-top: 1px solid black; margin-top: 20px; width: 100%;">             Jeff Niten, City Manager           </div> <div style="border-top: 1px solid black; margin-top: 20px; width: 100%;">             Date           </div>		<b>FOR COMMERCE</b>  <div style="border-top: 1px solid black; margin-top: 20px; width: 100%;">             Mark K. Barkley, Assistant Director, Local Government Division           </div> <div style="border-top: 1px solid black; margin-top: 20px; width: 100%;">             Date           </div> <div style="margin-top: 20px;"> <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.</b> </div>	



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

**3. CONTRACT 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 Contract.

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

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

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall 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. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS  
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The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor 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.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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 Contractor.

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

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

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS  
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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS  
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**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report



**GENERAL TERMS AND CONDITIONS  
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**1. DEFINITIONS**

As used throughout this Contract, 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. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "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.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

This Contract 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.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor 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.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, 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.

**13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract 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 contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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



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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor 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 contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** 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 Contractor under the orders and 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 subcontracts;
- D.** 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 the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** 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 contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** 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 contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

- 1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
- 2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

**Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

## Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.





## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Signature\_\_\_\_\_  
Date:

**INSTRUCTIONS:**

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
  - a This should match the report period entered on the corresponding A-19.
  - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
  - a Providing a brief description of the specific activities performed.
  - b Identifying specific populations served.
  - c Identifying specific programs created or utilized.
  - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
  - a Enter a **Title** for other expenses added within the appropriate budget category.
  - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
  - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
  - a Enter a **Title** for these "other" expenses within budget category 6.
  - b Enter titles into **Cells D44 - D48**.
  - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund  
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
<b>1 Medical Expenses</b>				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>2 Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>3 Payroll expenses for public employees dedicated to COVID-19</b>				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>4 Expenses to facilitate compliance with COVID-19-measures</b>				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>5 Economic Supports</b>				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>6 Other COVID-19 Expenses</b>				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	