



Shelton City Council
Meeting Agenda
July 21, 2020 at 6:00 p.m.
Virtual Platform

A. Call to Order

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

B. Consent Agenda (Action)

1. Vouchers numbered 102492 through 102541 in the amount of \$218,901.31
2. Voucher numbered 102542 in the amount of \$1,474.22
3. Minutes of Regular Business Meeting – April 21, 2020
4. Minutes of Regular Business Meeting – June 2, 2020

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

1. Olympic Region Local Programs Project Admin. Agreement (Access Shelton Phase III-B) – Presented by City Engineer Ken Gill

D. Action Agenda (Action/Public Comment Taken)

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

E. Administration Reports

1. City Manager Report

F. Announcement of Next Meeting – August 4, 2020 at 6:00 p.m.

G. Adjourn

Special Note for Public Participation

*The meeting can be viewed at: masonwebtv.com
The public can provide comments via email or telephone.
Email: jeff.niten@sheltonwa.gov
Telephone: (360) 432-5105
Your comments will be relayed directly to the Council.*



2020 Looking Ahead

(Items and dates are subject to change)

Tues. 8/4 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes <p>Presentations</p> <ul style="list-style-type: none"> Swearing in Police Officers Resident Owned Communities (ROC) LEAN Process Chamber of Commerce – 1st Quarter LTAC Report Chamber of Commerce – WSDOT Signage <p>Business Agenda</p> <ul style="list-style-type: none"> Master Franchise Agreement – Hood Canal Communications Franchise Agreement – Comcast Franchise Agreement – PUD #3 <p>Action Agenda</p> <ul style="list-style-type: none"> Olympic Region Local Programs Project Admin. Agreement – Wallace Kneeland & Shelton Springs Road Intersection <p>Administration Report</p> <ul style="list-style-type: none"> 	Packet Items Due: Fri. 7/24 – 5:00 p.m.
Tues. 8/18 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes <p>Presentations</p> <ul style="list-style-type: none"> Stormwater Rates Water Meter AMI Project Update <p>Business Agenda</p> <ul style="list-style-type: none"> <p>Action Agenda</p> <ul style="list-style-type: none"> Master Franchise Agreement – Hood Canal Communications Franchise Agreement – Comcast Franchise Agreement – PUD #3 <p>Administration Report</p> <ul style="list-style-type: none"> 	Packet Items Due: Fri. 8/7 – 5:00 p.m.
Tues. 9/1 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes <p>Presentations</p> <ul style="list-style-type: none"> <p>Business Agenda</p> <ul style="list-style-type: none"> Ordinance No. 1950-0320 Budget Amendment for 2020 <p>Action Agenda</p>	Packet Items Due: Fri. 8/21 – 5:00 p.m.

		<ul style="list-style-type: none"> • Administration Report • 	
Tues. 9/15 5:50 p.m.	Regular SMPD Meeting	<ul style="list-style-type: none"> • Consent Agenda <ul style="list-style-type: none"> • Vouchers/Meeting Minutes • Business Agenda • • Action Agenda • • Administration Report • 	Packet Items Due: Fri. 9/4 – 5:00 p.m.
Tues. 9/15 6:00 p.m.	Regular Meeting	<ul style="list-style-type: none"> • Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • Presentations <ul style="list-style-type: none"> • PW Capital Improvement Program • Business Agenda • • Action Agenda <ul style="list-style-type: none"> • Ordinance No. 1950-0320 Budget Amendment for 2020 • Administration Report • 	Packet Items Due: Fri. 9/4 – 5:00 p.m.
Tues. 10/6 6:00 p.m.	Regular Meeting	<ul style="list-style-type: none"> • Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • Presentations • • Business Agenda • • Action Agenda • • Administration Report • 	Packet Items Due: Fri. 9/25 – 5:00 p.m.
Tues. 10/20 6:00 p.m.	Regular Meeting	<ul style="list-style-type: none"> • Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • Presentations • • Business Agenda • • Action Agenda • • Administration Report • 	Packet Items Due: Fri. 10/9 – 5:00 p.m.
Tues. 11/3 6:00 p.m.	Regular Meeting	<ul style="list-style-type: none"> • Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • Presentations • • Business Agenda • • Action Agenda • 	Packet Items Due: Fri. 10/23 – 5:00 p.m.

		Administration Report •	
Tues. 11/17 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 11/6 – 5:00 p.m.

Other – TBD

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

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 102492 through number 102541 in the amount of \$218,901.31 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 30th of June, 2020.



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: APPKT01643 - June 30, 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						
VEN02004	ADVANCED HEATING & COOLING, IN	06/30/2020	Regular	0.00	135.60	102492
002223	ANDRITZ SEPARATION INC.	06/30/2020	Regular	0.00	539.17	102493
002982	APP	06/30/2020	Regular	0.00	2,628.30	102494
VEN01507	ARG-TIMCO	06/30/2020	Regular	0.00	640.88	102495
002520	AUS WEST LOCKBOX	06/30/2020	Regular	0.00	271.76	102496
004879	BRABER EQUIPMENT LTD	06/30/2020	Regular	0.00	538.79	102497
006233	CAROLLO ENGINEERS	06/30/2020	Regular	0.00	3,049.56	102498
108679	CENTRAL MASON FIRE AND EMS	06/30/2020	Regular	0.00	112,757.42	102499
VEN01214	CINTAS CORPORATION	06/30/2020	Regular	0.00	237.03	102500
007570	CIT	06/30/2020	Regular	0.00	429.77	102501
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	06/30/2020	Regular	0.00	4,024.69	102502
008450	COMMUNITY ACTION COUNCIL	06/30/2020	Regular	0.00	10.00	102503
VEN01244	COOPER STUDIOS	06/30/2020	Regular	0.00	780.10	102504
009200	DAN RUBINO	06/30/2020	Regular	0.00	54.40	102505
009351	DELAGE LANDEN FINANCIAL SVCS	06/30/2020	Regular	0.00	270.91	102506
009422	DELL MARKETING L.P.	06/30/2020	Regular	0.00	280.67	102507
009587	DEPT OF LABOR & INDUST	06/30/2020	Regular	0.00	134.10	102508
009595	DEPT. OF LICENSING	06/30/2020	Regular	0.00	18.00	102509
114475	ECOELITE & MATHIS Pest Managem	06/30/2020	Regular	0.00	106.62	102510
023078	FASTENAL COMPANY	06/30/2020	Regular	0.00	291.63	102511
023108	FCS GROUP	06/30/2020	Regular	0.00	1,292.50	102512
038820	GILLIS AUTO CENTER, INC.	06/30/2020	Regular	0.00	2,708.07	102513
040960	GRAINGER	06/30/2020	Regular	0.00	98.71	102514
VEN01756	HOFSTAD LAW, CO.	06/30/2020	Regular	0.00	6,500.00	102515
053992	HOOD CANAL COMMUNICATIONS	06/30/2020	Regular	0.00	3,408.05	102516
070966	JOHN HANCOCK LIFE INS CO	06/30/2020	Regular	0.00	15,672.09	102517
VEN01850	KAASM, LLC	06/30/2020	Regular	0.00	814.64	102518
194000	LEROY T. VALLEY	06/30/2020	Regular	0.00	108.26	102519
VEN02005	MAPLEBEAR INC.	06/30/2020	Regular	0.00	22.04	102520
109200	MASON COUNTY HISTORICAL	06/30/2020	Regular	0.00	3,125.00	102521
187000	MASON COUNTY JOURNAL	06/30/2020	Regular	0.00	120.00	102522
112000	MASON COUNTY SHERIFF DEPT	06/30/2020	Regular	0.00	21,717.50	102523
116500	MAYES TESTING ENGINEERS	06/30/2020	Regular	0.00	1,260.00	102524
142965	NORTHSTAR CHEMICAL, INC	06/30/2020	Regular	0.00	3,231.36	102525
146933	OFFICE DEPOT	06/30/2020	Regular	0.00	429.95	102526
151000	P. U. D. # 3	06/30/2020	Regular	0.00	12,170.46	102527
VEN01513	PHILLIPS BURGESS GOVERNMENT R	06/30/2020	Regular	0.00	1,000.00	102528
161080	PROFORCE	06/30/2020	Regular	0.00	707.20	102529
165704	R & D SUPPLY	06/30/2020	Regular	0.00	366.41	102530
188025	SHELTON VETERINARY HOSPITAL	06/30/2020	Regular	0.00	373.83	102531
178252	TASCHNER LAW, PLLC	06/30/2020	Regular	0.00	9,083.00	102532
189670	THE SHOPPER	06/30/2020	Regular	0.00	286.93	102533
VEN01972	THOMAS A FURRER	06/30/2020	Regular	0.00	1,500.00	102534
VEN02006	THOMAS FAMILY ENTERPRISES LLC	06/30/2020	Regular	0.00	146.88	102535
201255	TOTAL BATTERY & AUTO SUPPLY	06/30/2020	Regular	0.00	93.46	102536
VEN01786	VANDENBOS LAW, PLLC	06/30/2020	Regular	0.00	460.00	102537
202392	VERIZON WIRELESS	06/30/2020	Regular	0.00	4,383.72	102538
202400	VERLE'S L.L.C.	06/30/2020	Regular	0.00	50.98	102539
202949	WASHINGTON TRACTOR	06/30/2020	Regular	0.00	284.54	102540

Check Register

Packet: APPKT01643-June 30, 2020 - JUN/2020 AP Packet

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
053987	WESTBAY NAPA AUTO PARTS	06/30/2020	Regular	0.00	286.33	102541

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	50	0.00	218,901.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	68	50	0.00	218,901.31

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2020	218,901.31
			<u>218,901.31</u>



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN02004	ADVANCED HEATING & COOLING, IN	06/30/2020	Regular	0.00	135.60	102492
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>REFUND</u>	Invoice	06/24/2020	REFUND B&O TAXES - QTR3/2018-ADVAN	0.00	135.60	
<u>001-000-000-316100000</u>	B & O Tax		REFUND B&O TAXES - QTR		135.60	
002223	ANDRITZ SEPARATION INC.	06/30/2020	Regular	0.00	539.17	102493
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>8480099388</u>	Invoice	06/11/2020	CUST #133716-SENSOR CAPACITIVE PROXI	0.00	539.17	
<u>402-300-000-53580-3100</u>	Office and Operating		CUST #133716-SENSOR CA		539.17	
002982	APP	06/30/2020	Regular	0.00	2,628.30	102494
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>0211863-IN</u>	Invoice	06/12/2020	CUST #01-7500158 - UNL-87 REG & ULSD	0.00	2,628.30	
<u>503-250-000-58900-0001</u>	Inventory-Gas		CUST #01-7500158 - UNL-		2,628.30	
VEN01507	ARG-TIMCO	06/30/2020	Regular	0.00	640.88	102495
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>T025926</u>	Invoice	06/08/2020	CUST #004232T-HOSE ASSY-OTTER WATER	0.00	550.57	
<u>402-400-000-53580-3100</u>	Office and Operating		CUST #004232T-HOSE ASS		550.57	
<u>T026181</u>	Invoice	06/11/2020	CUST #004232T-4 MALE CAM ADAPTER A	0.00	90.31	
<u>402-400-000-53580-3100</u>	Office and Operating		CUST #004232T-4 MALE C		90.31	
002520	AUS WEST LOCKBOX	06/30/2020	Regular	0.00	271.76	102496
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>001991784387</u>	Invoice	06/10/2020	ACCT #792105972 - LAUNDRY SERVICES	0.00	87.74	
<u>401-000-000-53480-4901</u>	Miscellaneous - Shop		ACCT #792105972 - LAUN		87.74	
<u>001991793353</u>	Invoice	06/17/2020	ACCT #792105972 - LAUNDRY SERVICES	0.00	87.74	
<u>401-000-000-53480-4901</u>	Miscellaneous - Shop		ACCT #792105972 - LAUN		87.74	
<u>1991784389</u>	Invoice	06/10/2020	ACCT #792105973 - LAUNDRY SERVICES	0.00	48.14	
<u>402-400-000-53580-4900</u>	Miscellaneous		ACCT #792105973 - LAUN		48.14	
<u>1991793355</u>	Invoice	06/17/2020	ACCT #792105973 - LAUNDRY SERVICES	0.00	48.14	
<u>402-400-000-53580-4900</u>	Miscellaneous		ACCT #792105973 - LAUN		48.14	
004879	BRABER EQUIPMENT LTD	06/30/2020	Regular	0.00	538.79	102497
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>374446</u>	Invoice	06/15/2020	CUST #37710 - PO #07062D BLADE, HD E	0.00	538.79	
<u>503-000-000-54865-3104</u>	Oper Supp-Parts-EM&R V		CUST #37710 - PO #07062		538.79	
006233	CAROLLO ENGINEERS	06/30/2020	Regular	0.00	3,049.56	102498
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>187839</u>	Invoice	06/08/2020	PROF SVCS-MAY 01-MAY 31, 2020 - CONS	0.00	3,049.56	
<u>401-000-000-53480-4100</u>	Professional Services/Adv	20-CFS	PROF SVCS-MAY 01-MAY 3		3,049.56	
108679	CENTRAL MASON FIRE AND EMS	06/30/2020	Regular	0.00	112,757.42	102499

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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	
JUN/2020	Invoice	06/30/2020	JUN/2020 FIRE SERVICES	0.00	112,757.42	
001-000-000-52220-4103		Prof FF Services-Fire Dist		JUN/2020 FIRE SERVICES	81,027.50	
001-000-000-52221-4103		Prof EMS Services-Fire Di		JUN/2020 EMERGENCY M	27,563.25	
001-000-000-52230-4103		Prof Svcs Fire Prevention-		JUN/2020 FIRE PREVENTIO	4,166.67	
VEN01214	CINTAS CORPORATION	06/30/2020	Regular	0.00	237.03	102500
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5017737218	Invoice	06/16/2020	CUST #10690213-BREAKROOM CABINET S	0.00	237.03	
001-000-000-52122-3100		Office and Operating		CUST #10690213-BREAKR	237.03	
007570	CIT	06/30/2020	Regular	0.00	429.77	102501
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
35715105	Invoice	06/17/2020	LEASE #900-0279616-000 SHARP #MX-40	0.00	429.77	
001-000-000-51250-4500		Operating Rentals		FEB/2020 LEASE #900-027	429.77	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	06/30/2020	Regular	0.00	4,024.69	102502
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	06/25/2020	JUN/2020-MONTHLY WATER, SEWER, GA	0.00	4,024.69	
001-000-000-51890-4715		Utility Services-Civic Ctr		ACCT #11-04801-01 - 525-	127.69	
001-000-000-51890-4715		Utility Services-Civic Ctr		ACCT #11-04802-03 - 525	607.57	
001-000-000-55430-4700		Utility Services-Animal Sh		ACCT #08-07200-01 - 902	253.00	
001-000-000-57250-4700		Utility Services-Library		ACCT #07-09101-00 - 710	286.68	
001-000-000-57530-4700		Utility Services-Museum		ACCT #10-00100-00 - 427	117.03	
001-000-000-57680-4700		Utility Services-Park		ACCT #12-02903-01 - 100	156.67	
001-000-000-57680-4700		Utility Services-Park		ACCT #04-11250-00 - 400 "	108.70	
001-000-000-57680-4700		Utility Services-Park		ACCT #08-07401-02 - 301	109.14	
401-000-000-53480-4700		Utility Services-Water		ACCT #26-08850-00 - 2401	61.09	
401-000-000-53480-4700		Utility Services-Water		ACCT #29-03200-00 - 900	37.26	
401-000-000-53480-4700		Utility Services-Water		ACCT #26-40030-01 - 51 W	13.45	
401-000-000-53480-4700		Utility Services-Water		ACCT #26-40020-00 - 51 W	33.04	
401-000-000-53480-4701		Utility Services - Shop		ACCT #08-07575-00 - 1000	125.92	
401-000-000-53480-4701		Utility Services - Shop		ACCT #08-07500-00 - 1000	131.07	
401-000-000-53480-4701		Utility Services - Shop		ACCT #08-07550-00 - W 10	98.40	
402-300-000-53580-4700		Utility Services-Sewer Ma		ACCT #13-12325-00 - 498	39.97	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT #28-12810-00 - 1700	22.25	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT #21-1280-00 - 1700 F	601.46	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT #09-03301-00 - 200	210.53	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT #12-02902-00 - 100	40.41	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT #09-03310-00 - 200-	22.25	
402-500-000-53580-4700		Utility Services-Sewer Ma		ACCT #23-01025-00 - 119	37.26	
402-640-000-53580-4700		Utility Services-Sewer Sat		ACCT #26-20050-00 - 101	316.04	
402-640-000-53580-4700		Utility Services-Sewer Sat		ACCT #26-20051-00 - 101	15.52	
402-640-000-53580-4700		Utility Services-Sewer Sat		ACCT #26-20055-00 - US H	452.29	
008450	COMMUNITY ACTION COUNCIL	06/30/2020	Regular	0.00	10.00	102503
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
200620	Invoice	06/15/2020	UTILITY DISCOUNT RATE SCREENING-B. K	0.00	10.00	
001-000-000-51421-4100		Professional Services/Adv		UTILITY DISCOUNT RATE S	10.00	
VEN01244	COOPER STUDIOS	06/30/2020	Regular	0.00	780.10	102504
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3931	Invoice	05/12/2020	CLIENT #2190 - DIGITAL FOR ONE	0.00	290.50	
001-000-000-52122-4100		Patrol-Professional Servic		CLIENT #2190 - DIGITAL FO	290.50	

Check Register

Packet: APPKT01643-June 30, 2020 - JUN/2020 AP Packet

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3943	Invoice	05/26/2020	ACRYLIC BARRIER & CUSTOM BRACKETS-	0.00	489.60	
	<u>001-000-000-51250-4109</u>	Other Professional Serv	19-COVID19	ACRYLIC BARRIER & CUSTO	489.60	
009200	DAN RUBINO	06/30/2020	Regular	0.00	54.40	102505
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>93751</u>	Invoice	06/15/2020	06/15/20 - M-1 KEYS, 3753 KEYS & CO68	0.00	54.40	
	<u>001-000-000-57680-3100</u>	Office and Operating	06/15/20 - M-1 KEYS, 3753		54.40	
009351	DELAGE LANDEN FINANCIAL SVCS	06/30/2020	Regular	0.00	270.91	102506
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>68472792</u>	Invoice	06/20/2020	CONTRACT #25501728 MX5070V 06/15/2	0.00	270.91	
	<u>001-000-000-51423-4500</u>	Operating Rentals	CONTRACT #25501728 MX		162.55	
	<u>001-000-000-51810-4500</u>	Operating Rentals	CONTRACT #25501728 MX		108.36	
009422	DELL MARKETING L.P.	06/30/2020	Regular	0.00	280.67	102507
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>10398841413</u>	Invoice	06/09/2020	CUST #8933147-LOGITECH C925E HD AUD	0.00	280.67	
	<u>001-000-000-51421-3500</u>	Small Tools/Equipment	CUST #8933147-LOGITECH		14.02	
	<u>001-000-000-51423-3500</u>	Small Tools/Equipment	CUST #8933147-LOGITECH		79.53	
	<u>001-000-000-51888-3500</u>	Small Tools/Equipment	CUST #8933147-LOGITECH		93.56	
	<u>001-000-000-51896-3500</u>	Small Tools/Equipment	CUST #8933147-LOGITECH		93.56	
009587	DEPT OF LABOR & INDUST	06/30/2020	Regular	0.00	134.10	102508
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>262220</u>	Invoice	06/25/2020	2020 RENEWAL-PASSENGER ELEVATOR 06	0.00	134.10	
	<u>001-000-000-57250-4959</u>	Library-InterGov Permits/	2020 RENEWAL-PASSENGE		134.10	
009595	DEPT. OF LICENSING	06/30/2020	Regular	0.00	18.00	102509
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>SHP200024</u>	Invoice	06/15/2020	CONCEALED PISTOL LICENSE - CHILDERS,	0.00	18.00	
	<u>657-000-000-58600-0007</u>	Concealed Pistol Permits	CONCEALED PISTOL LICEN		18.00	
114475	ECOELITE & MATHIS Pest Managem	06/30/2020	Regular	0.00	106.62	102510
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>474210</u>	Invoice	06/01/2020	ACCT #517359-QTR2/2020 FIRE STN PEST	0.00	106.62	
	<u>001-000-000-52250-4100</u>	Professional Services/Adv	ACCT #517359-QTR2/2020		106.62	
023078	FASTENAL COMPANY	06/30/2020	Regular	0.00	291.63	102511
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>WATUM184858</u>	Invoice	06/12/2020	CUST #WATUM1962 - UTIL KNIFE RETAC,	0.00	291.63	
	<u>402-400-000-53580-3100</u>	Office and Operating	CUST #WATUM1962 - UTIL		291.63	
023108	FCS GROUP	06/30/2020	Regular	0.00	1,292.50	102512
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>3016-22006001</u>	Invoice	06/19/2020	PROJECT #3016 - STORMWATER REVENUE	0.00	1,292.50	
	<u>404-000-000-53180-4102</u>	Prof Serv-Stormwater Rat	PROJECT #3016 - STORMW		1,292.50	
038820	GILLIS AUTO CENTER, INC.	06/30/2020	Regular	0.00	2,708.07	102513

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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>616442/1</u>	Invoice	06/12/2020	CUST #2440 - PERFORM WORKS PKG 200	0.00	2,551.80	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - PERFORM W	1,496.42	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		CUST #2440 - PERFORM W	1,055.38	
<u>616586/1</u>	Invoice	06/18/2020	CUST #2440 - MULTI-POINT INSPECTION F	0.00	156.27	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - MULTI-POIN	29.16	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		CUST #2440 - MULTI-POIN	127.11	
040960	GRAINGER	06/30/2020	Regular	0.00	98.71	102514
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9545124522</u>	Invoice	05/28/2020	ACCT #839177342 -MOTOR, SPLIT PH	0.00	122.95	
<u>001-000-000-51890-3115</u>		Office and Operating-Civi		ACCT #839177342 -MOTO	122.95	
<u>9549036136</u>	Invoice	06/02/2020	ACCT #839177342 -MOTOR, SPLIT PH	0.00	98.71	
<u>001-000-000-51890-3115</u>		Office and Operating-Civi		ACCT #839177342 -MOTO	98.71	
<u>9553252553</u>	Credit Memo	06/08/2020	ACCT #839177342 -MOTOR, SPLIT PH	0.00	-122.95	
<u>001-000-000-51890-3115</u>		Office and Operating-Civi		ACCT #839177342 -MOTO	-122.95	
VEN01756	HOFSTAD LAW, CO.	06/30/2020	Regular	0.00	6,500.00	102515
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>JUN/2020</u>	Invoice	06/30/2020	JUN/2020 PROSECUTION SERVICES	0.00	6,500.00	
<u>001-000-000-51530-4101</u>		Prof Serv - Prosecutor		JUN/2020 PROSECUTION S	6,500.00	
053992	HOOD CANAL COMMUNICATIONS	06/30/2020	Regular	0.00	3,408.05	102516
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>10523500</u>	Invoice	07/01/2020	ACCT #17664-7 JUL 01-JUL 31, 2020	0.00	2,316.70	
<u>001-000-000-51250-4200</u>		Communication		426 W CEDAR (MASON CO	90.00	
<u>001-000-000-51888-4200</u>		Communication		525 W COTA-CIVIC CENTER	90.00	
<u>001-000-000-51888-4200</u>		Communication		525 W COTA-CIVIC CENTER	99.95	
<u>001-000-000-51888-4200</u>		Communication		525 W COTA-CIVIC CENTER	90.00	
<u>001-000-000-51888-4801</u>		Repairs and Maintenance		525 W COTA-IT SVCS-IT DE	399.95	
<u>001-000-000-52250-4200</u>		Communication		122 W FRANKLIN ST-FIRE S	68.90	
<u>401-000-000-53480-4200</u>		Communication		525 W COTA-CITY TO PW V	90.00	
<u>401-000-000-53480-4200</u>		Communication		51 PUBLIC WORKS DR-WA	90.00	
<u>401-000-000-53480-4200</u>		Communication		1000 W PINE ST-IT SERVICE	90.00	
<u>401-000-000-53480-4201</u>		Communication - Shop		1000 W PINE ST-WATER SH	90.00	
<u>402-300-000-53580-4200</u>		Communication		498 ASPEN ST-LIFT STATIO	90.00	
<u>402-300-000-53580-4200</u>		Communication		119 CASCADE CT-LIFT STAT	90.00	
<u>402-300-000-53580-4200</u>		Communication		427 W I STREET-LIFT STATI	90.00	
<u>402-400-000-53580-4200</u>		Communication		1700 FAIRMOUNT AVE-W	90.00	
<u>402-400-000-53580-4200</u>		Communication		525 W COTA ST-WWTP SC	90.00	
<u>402-400-000-53580-4200</u>		Communication		200 N FRONT ST-PUMP STA	90.00	
<u>402-400-000-53580-4200</u>		Communication		100 TURNER AVE-PUMP ST	90.00	
<u>402-400-000-53580-4200</u>		Communication		1701 FAIRMOUNT AVE-MA	63.95	
<u>402-400-000-53580-4200</u>		Communication		1700 FAIRMOUNT AVE-MA	90.00	
<u>402-640-000-53580-4200</u>		Communication		10891 N US HWY 101-WW	90.00	
<u>402-640-000-53580-4200</u>		Communication		631 W DAYTON AIRPORT R	90.00	
<u>402-640-000-53580-4200</u>		Communication		2295 W DAYTON AIRPORT-	90.00	
<u>402-640-000-53580-4200</u>		Communication		10891 N US HWY 101	63.95	
<u>10525030</u>	Invoice	07/01/2020	ACCT #3840-2 - JUL 01-JUL 31, 2020	0.00	1,091.35	
<u>001-000-000-51310-4200</u>		Communication		432-5105 JEFF NITEN	0.12	
<u>001-000-000-51810-4200</u>		Communication		462-4040 525 W COTA ST-	33.61	
<u>001-000-000-51890-4215</u>		Communication-Civic Cen		PRI SERVICES 525 W COTA	568.27	
<u>001-000-000-51890-4215</u>		Communication-Civic Cen		426-3301 COURT FAX	33.77	
<u>001-000-000-51890-4215</u>		Communication-Civic Cen		426-7746 PUBLIC WORKS,	33.61	
<u>001-000-000-51890-4215</u>		Communication-Civic Cen		432-5132 EMPLOYEE BREA	0.12	

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001-000-000-51890-4215	Communication-Civic Cen		432-5126 PW VACANT	0.12		
001-000-000-51890-4215	Communication-Civic Cen		432-0537 POLICE RECORD	33.84		
001-000-000-51890-4215	Communication-Civic Cen		432-1025 PBX MODEM	33.61		
001-000-000-51890-4215	Communication-Civic Cen		432-1768 CIVIC CENTER EL	33.61		
001-000-000-51890-4215	Communication-Civic Cen		426-9731 PW/CD	0.12		
001-000-000-51890-4215	Communication-Civic Cen		426-4491 CITY HALL	76.79		
001-000-000-51890-4215	Communication-Civic Cen		432-5145 POLICE RECORD	11.42		
001-000-000-52250-4200	Communication		426-1580 FIRE STATION FIR	33.61		
001-000-000-52250-4200	Communication		432-0913 FIRE DEPT ELEVA	33.61		
001-000-000-52250-4200	Communication		427-3262 FIRE STATION, FI	33.61		
001-000-000-55430-4200	Communication		427-7503 ANIMAL SHELTE	0.12		
001-000-000-55430-4200	Communication		462-2026 ANIMAL SHELTE	30.32		
401-000-000-53480-4201	Communication - Shop		426-6442 CITY SHOPS-WAT	0.12		
401-000-000-53480-4201	Communication - Shop		432-9761 CITY SHOPS FAX	33.61		
401-000-000-53480-4201	Communication - Shop		427-4351 WATER SCADA LI	33.61		
401-000-000-53480-4201	Communication - Shop		462-0390 CITY SHOP AUTO	33.61		
402-400-000-53580-4200	Communication		426-6521 WWTP	0.12		
070966	JOHN HANCOCK LIFE INS CO	06/30/2020	Regular	0.00	15,672.09	102517
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4003235098	Invoice	07/15/2020	GROUP #03080 - 2020 RETIRED POLICE &	0.00	15,672.09	
502-000-000-51725-2032		Ins-LongTrmCare-Retired		GROUP #03080 - POLICY #	2,423.93	
611-000-000-51725-2032		Ins-LongTrmCare-Retired		GROUP #03080 - POLICY #	3,203.51	
611-000-000-51725-2032		Ins-LongTrmCare-Retired		GROUP #03080 - POLICY #	2,966.17	
611-000-000-51725-2032		Ins-LongTrmCare-Retired		GROUP #03080 - POLICY #	3,085.49	
611-000-000-51725-2032		Ins-LongTrmCare-Retired		GROUP #03080 - POLICY #	3,992.99	
VEN01850	KAASM, LLC	06/30/2020	Regular	0.00	814.64	102518
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
13606	Invoice	06/17/2020	TOPVIEW ANNUAL SUPPORT RENEWAL T	0.00	814.64	
402-400-000-53580-4900		Miscellaneous		TOPVIEW ANNUAL SUPPO	814.64	
194000	LEROY T. VALLEY	06/30/2020	Regular	0.00	108.26	102519
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
92781	Invoice	06/18/2020	06/18/20 - HOSES & FITTINGS #19935D	0.00	108.26	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		06/18/20 - HOSES & FITTI	108.26	
VEN02005	MAPLEBEAR INC.	06/30/2020	Regular	0.00	22.04	102520
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REFUND	Invoice	06/24/2020	REFUND B&O TAXES QTR1/2020-MAPLEB	0.00	22.04	
001-000-000-316100000		B & O Tax		REFUND B&O TAXES QTR1	22.04	
109200	MASON COUNTY HISTORICAL	06/30/2020	Regular	0.00	3,125.00	102521
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
QTR1/2020	Invoice	06/18/2020	QTR1/2020 GRANT AWARD-LTAC PMT #1	0.00	3,125.00	
108-000-000-57390-4108		Prof Serv-Mason Co Hist S		QTR1/2020 GRANT AWAR	3,125.00	
187000	MASON COUNTY JOURNAL	06/30/2020	Regular	0.00	120.00	102522
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
104695	Invoice	06/04/2020	LEGAL NOTICE-ORD 1951-0320 06/04/20	0.00	36.00	
001-000-000-51160-4100		Professional Services/Adv		LEGAL NOTICE-ORD 1951-	36.00	
104759	Invoice	06/11/2020	LEGAL NOTICE- 06/11 PUBLIC NOTICE OF	0.00	84.00	
001-000-000-51896-4100		Professional Services/Adv		LEGAL NOTICE- 06/11 PUB	84.00	

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112000	MASON COUNTY SHERIFF DEPT	06/30/2020	Regular	0.00	21,717.50	102523
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	06/30/2020	JUN/2020 PRISONER - JAIL BOOKING FEES	0.00	21,717.50	
001-000-000-52360-4103		Professional Services/Adv		JUN/2020 PRISONER - JAIL	21,717.50	
116500	MAYES TESTING ENGINEERS	06/30/2020	Regular	0.00	1,260.00	102524
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
TD76754	Invoice	06/15/2020	PO #WO M006-20-MTA PARKING LOT	0.00	1,260.00	
001-000-000-51896-4100		Professional Services/Adv	16-MTAPRKLOT	PO #WO M006-20-MTA PA	1,260.00	
142965	NORTHSTAR CHEMICAL, INC	06/30/2020	Regular	0.00	3,231.36	102525
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
171182	Invoice	06/15/2020	CUST #100472 - SODIUM HYPOCHLORITE	0.00	3,231.36	
402-640-000-53580-3100		Office and Operating		CUST #100472 - SODIUM	3,231.36	
146933	OFFICE DEPOT	06/30/2020	Regular	0.00	429.95	102526
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
508872774001	Invoice	06/11/2020	ACCT #28972108-BOARD, DRY-ERASE	0.00	429.95	
001-000-000-51896-3100		Office and Operating		ACCT #28972108-BOARD,	429.95	
151000	P. U. D. # 3	06/30/2020	Regular	0.00	12,170.46	102527
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	06/16/2020	Monthly Service Charges 05/15/2020 - 06	0.00	12,170.46	
001-000-000-57680-4700		Utility Services-Park		ACCT #82241001-400 W E	105.62	
101-000-000-54264-4700		Utility Services		ACCT #26197001-2327 OL	67.20	
101-000-000-54264-4700		Utility Services		ACCT #101097001-2000 1	70.26	
101-000-000-54264-4700		Utility Services		ACCT #101002-300 E WALL	68.44	
101-000-000-54264-4700		Utility Services		ACCT #109413001-750 E	57.37	
101-000-000-54264-4700		Utility Services		ACCT #109397001-800 E	72.23	
401-000-000-53480-4700		Utility Services-Water		ACCT #25911001-2401 E S	1,238.92	
401-000-000-53480-4700		Utility Services-Water		ACCT #101149001-100 M	44.09	
401-000-000-53480-4700		Utility Services-Water		ACCT #25913001-2001 13	126.27	
401-000-000-53480-4700		Utility Services-Water		ACCT #101155001-900 E	5,172.37	
401-000-000-53480-4700		Utility Services-Water		ACCT #113939001-907 BIR	49.85	
402-300-000-53580-4700		Utility Services-Sewer Ma		ACCT #85079001-427 W 1	87.90	
402-640-000-53580-4700		Utility Services-Sewer Sat		ACCT #252689001-10891	4,962.25	
404-000-000-53180-4700		Utility Services		ACCT #85183001-534 W 1	47.69	
VEN01513	PHILLIPS BURGESS GOVERNMENT R	06/30/2020	Regular	0.00	1,000.00	102528
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1512	Invoice	06/10/2020	JUN/2020-GOVERNMENTAL AFFAIRS CON	0.00	1,000.00	
001-000-000-51310-4100		Professional Services/Adv		JUN/2020-GOVERNMENTA	1,000.00	
161080	PROFORCE	06/30/2020	Regular	0.00	707.20	102529
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
413397	Invoice	06/10/2020	CUST #009361 - TSR PERFORMANCE POW	0.00	707.20	
001-000-000-52122-3100		Office and Operating		CUST #009361 - TSR PERF	707.20	
165704	R & D SUPPLY	06/30/2020	Regular	0.00	366.41	102530
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
230643	Invoice	01/23/2020	CUST #60CS18 - MISC CUSTODIAL SUPPLI	0.00	366.41	
001-000-000-51890-3115		Office and Operating-Civi		CUST #60CS18 - MISC CUS	366.41	

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188025	SHELTON VETERINARY HOSPITAL	06/30/2020	Regular	0.00	373.83	102531
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
JUN/2020 RESTIT	Invoice	06/30/2020	RESTITUTION-CASE #54034C-SHIPMAN, A	0.00	373.83	
657-000-000-58600-0010		Municipal Court Trust		RESTITUTION-CASE #5403	373.83	
178252	TASCHNER LAW, PLLC	06/30/2020	Regular	0.00	9,083.00	102532
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	06/30/2020	JUN/2020 INDIGENT DEFENSE	0.00	9,083.00	
001-000-000-51593-4100		Public Defense/Adult Mis		JUN/2020 INDIGENT DEFE	9,083.00	
189670	THE SHOPPER	06/30/2020	Regular	0.00	286.93	102533
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
41729	Invoice	06/17/2020	TOP TAB 2-FASTENER FOLDERS 2/5 CUT	0.00	89.19	
001-000-000-51423-4100		Professional Services/Adv		TOP TAB 2-FASTENER FOLD	89.19	
41757	Invoice	06/19/2020	JOB #S3-5779 - ARROW SIGN, COVID SIGN	0.00	35.90	
001-000-000-51890-3115		Office and Operating-Civi	19-COVID19	JOB #S3-5779 - ARROW SI	35.90	
41832	Invoice	06/25/2020	JOB #DP17294-WHITE RETURN ENVELOPE	0.00	161.84	
001-000-000-51421-3100		Office and Operating		JOB #DP17294-WHITE RET	161.84	
VEN01972	THOMAS A FURRER	06/30/2020	Regular	0.00	1,500.00	102534
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	06/30/2020	JUN/2020 MUNICIPLE COURT SECURITY S	0.00	1,500.00	
001-000-000-51250-4109		Other Professional Servic		JUN/2020 MUNICIPLE COU	1,500.00	
VEN02006	THOMAS FAMILY ENTERPRISES LLC	06/30/2020	Regular	0.00	146.88	102535
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0623202861	Invoice	06/23/2020	ACCT TYPE: RA - 3/8DR 80T STD LCK RAT	0.00	146.88	
503-000-000-54865-3100		Office and Operating		ACCT TYPE: RA - 3/8DR 80	146.88	
201255	TOTAL BATTERY & AUTO SUPPLY	06/30/2020	Regular	0.00	93.46	102536
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
809215	Invoice	06/17/2020	BRAKE CLEAN 5 GAL #	0.00	93.46	
503-000-000-54865-3100		Office and Operating		BRAKE CLEAN 5 GAL #	93.46	
VEN01786	VANDENBOS LAW, PLLC	06/30/2020	Regular	0.00	460.00	102537
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2020-05	Invoice	06/25/2020	MAY/2020 INDIGENT DEFENSE CONFLICT	0.00	460.00	
001-000-000-51593-4101		LEGAL - OPD Grant Public		MAY/2020 INDIGENT DEFE	460.00	
202392	VERIZON WIRELESS	06/30/2020	Regular	0.00	4,383.72	102538
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9855219876	Invoice	05/23/2020	ACCT #342078219-00001- APR 24-MAY 23	0.00	327.62	
001-000-000-51895-4200		Communication		ACCT #342078219-00001-	327.62	
9855313221	Invoice	05/23/2020	ACCT #942084392-00001 - APR 24-MAY 2	0.00	806.66	
001-000-000-51160-4200		Communication		360-490-6173 - COUNCIL	57.77	
001-000-000-51160-4200		Communication		360-490-6394 - COUNCIL	57.77	
001-000-000-51160-4200		Communication		360-490-8164 - COUNCIL	57.77	
001-000-000-51160-4200		Communication		360-545-2556 - COUNCIL	57.77	
001-000-000-51160-4200		Communication		360-545-5503 - COUNCIL	57.77	
001-000-000-51160-4200		Communication		360-545-5505 - COUNCIL	57.77	
001-000-000-51250-4200		Communication		360-968-9834 - JUDGE STE	57.77	
001-000-000-51310-4200		Communication		360-968-9004 - CITY ADMI	57.77	

Check Register

Packet: APPKT01643-June 30, 2020 - JUN/2020 AP Packet

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>001-000-000-51310-4200</u>		Communication	360-968-9557 - CITY MGR	40.01		
<u>001-000-000-51423-4200</u>		Communication	360-280-0793 - FINANCE	40.01		
<u>001-000-000-51423-4200</u>		Communication	360-968-3020 - FINANCE D	59.07		
<u>001-000-000-51810-4200</u>		Communication	360-545-5504 - CITY HR -	57.77		
<u>001-000-000-51830-4200</u>		Communication	360-239-7161 - FACILITIES	32.10		
<u>001-000-000-51888-4200</u>		Communication	360-968-9045 - COMMUNI	57.77		
<u>001-000-000-55850-4200</u>		Communication	360-490-3057 - C.E.D. SEA	57.77		
<u>9857096991</u>	Invoice	06/20/2020	ACCT #972465947-00001 MAY 21-JUN 20,	0.00	2,109.37	
<u>001-000-000-52122-4200</u>		Communication	ACCT #972465947-00001		2,109.37	
<u>9857261058</u>	Invoice	06/23/2020	ACCT #342078219-00001- MAY 24-JUN 23	0.00	333.41	
<u>001-000-000-51895-4200</u>		Communication	ACCT #342078219-00001-		333.41	
<u>9857354143</u>	Invoice	06/23/2020	ACCT #942084392-00001 - MAY 24-JUN 2	0.00	806.66	
<u>001-000-000-51160-4200</u>		Communication	360-490-6173 - COUNCIL	57.77		
<u>001-000-000-51160-4200</u>		Communication	360-490-6394 - COUNCIL	57.77		
<u>001-000-000-51160-4200</u>		Communication	360-490-8164 - COUNCIL	57.77		
<u>001-000-000-51160-4200</u>		Communication	360-545-2556 - COUNCIL	57.77		
<u>001-000-000-51160-4200</u>		Communication	360-545-5503 - COUNCIL	57.77		
<u>001-000-000-51160-4200</u>		Communication	360-545-5505 - COUNCIL	57.77		
<u>001-000-000-51250-4200</u>		Communication	360-968-9834 - JUDGE STE	57.77		
<u>001-000-000-51310-4200</u>		Communication	360-968-9004 - CITY ADMI	57.77		
<u>001-000-000-51310-4200</u>		Communication	360-968-9557 - CITY MGR	40.01		
<u>001-000-000-51423-4200</u>		Communication	360-280-0793 - FINANCE	40.01		
<u>001-000-000-51423-4200</u>		Communication	360-968-3020 - FINANCE D	59.07		
<u>001-000-000-51810-4200</u>		Communication	360-545-5504 - CITY HR -	57.77		
<u>001-000-000-51830-4200</u>		Communication	360-239-7161 - FACILITIES	32.10		
<u>001-000-000-51888-4200</u>		Communication	360-968-9045 - COMMUNI	57.77		
<u>001-000-000-55850-4200</u>		Communication	360-490-3057 - C.E.D. SEA	57.77		
202400	VERLE'S L.L.C.	06/30/2020	Regular	0.00	50.98	102539
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>06-12-20</u>	Invoice	06/12/2020	06/12/20 - TROUT STYLE NET	0.00	50.98	
<u>402-400-000-53580-3100</u>		Office and Operating		06/12/20 - TROUT STYLE N	50.98	
202949	WASHINGTON TRACTOR	06/30/2020	Regular	0.00	284.54	102540
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2126239</u>	Invoice	06/24/2020	ACCT #17961 - LOCK NUT, CAP SCREW, SPI	0.00	284.54	
<u>001-000-000-57680-3100</u>		Office and Operating		ACCT #17961 - LOCK NUT,	284.54	
053987	WESTBAY NAPA AUTO PARTS	06/30/2020	Regular	0.00	286.33	102541
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>882199</u>	Invoice	06/12/2020	ACCT #4296 - PX RS GASKET MAKE #0706	0.00	24.89	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #4296 - PX RS GASKE	24.89	
<u>882872</u>	Invoice	06/16/2020	ACCT #4296 - NAPA PREMIUM REAR BR #	0.00	151.62	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #4296 - NAPA PREMI	151.62	
<u>882883</u>	Invoice	06/16/2020	ACCT #4296 - NAPA PREMIUM REAR BR #	0.00	109.82	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		ACCT #4296 - NAPA PREMI		109.82	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	50	0.00	218,901.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	68	50	0.00	218,901.31

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2020	218,901.31
			<u>218,901.31</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 102542 in the amount of \$1,474.22 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 10th of July, 2020.

For Glen Schnitz, Accounting Manager
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: APPKT01645 - July 6, 2020 - JUN/2020 KEY2PURCHASE

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01232	KEY2PURCHASE	07/06/2020	Regular	0.00	1,474.22	102542

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	06/30/2020	JUN/2020 KEY2PURCHASE	STATEMENT-CI	0.00
001-000-000-51160-4200		Communication		06/24/20 - VESTA AT&T PR	33.50
001-000-000-51310-4900		Miscellaneous		06/29/20 - THE OLYMPIAN	12.99
001-000-000-51310-4900		Miscellaneous		06/25/20 - ADOBE STOCK	90.28
001-000-000-51310-4900		Miscellaneous		05/29/20 - THE OLYMPIAN	12.99
001-000-000-51810-3100		Office and Operating		06/09/20 - AMZN MKTP To	129.14
001-000-000-51810-4907		Miscellaneous-Training		06/15/20 - CREDIT SOCIET	-1,195.00
001-000-000-51830-3100		Office and Operating		06/03/20 - WM SUPERCEN	30.14
001-000-000-51888-4802		Repairs and Maintenance		06/21/20 - DNH*GODADD	399.98
001-000-000-51890-3115		Office and Operating-Civi		06/23/20 - WM SUPERCEN	4.83
001-000-000-51890-3115		Office and Operating-Civi		06/22/20 - WM SUPERCEN	4.22
001-000-000-52122-3100		Office and Operating		06/07/20 - AMZN MKTP LE	13.70
001-000-000-52122-3100		Office and Operating		06/10/20 - VISTAPRINT Bu	29.37
001-000-000-52122-3100		Office and Operating		06/10/20 - VISTAPRINT Bu	29.37
001-000-000-52122-3100		Office and Operating		06/17/20 - AMZN MKTP To	29.32
001-000-000-52122-3101		Uniforms		06/10/20 - AMZN MKTP Li	82.48
001-000-000-52122-3200		Gas & Oil		06/03/20 - FRED MEYER F	30.16
001-000-000-52122-3200		Gas & Oil		06/01/20 - CHEVRON Fuel	35.12
001-000-000-52122-3200		Gas & Oil		06/08/20 - CHEVRON Fuel	39.02
001-000-000-52122-3200		Gas & Oil		06/04/20 - FRED MEYER F	19.02
001-000-000-52122-3500		Small Tools/Equipment		06/09/20 - AMAZON.COM	271.99
001-000-000-52140-3200		Gas & Oil		06/11/20 - CHEVRON Fuel	22.39
001-000-000-52250-3100		Office and Operating		06/24/20 - FERGUSON O-R	3.82
101-000-000-54230-3100		Office and Operating		06/10/20 - WAL-MART Lat	41.30
401-000-000-53480-3100		Office and Operating		06/30/20 - AMZN MKTP Lo	359.02
402-400-000-53580-4907		Miscellaneous-Training		06/08/20 - ABC-NV WWTP	102.00
402-640-000-53580-3100		Office and Operating		06/03/20 - WM SUPERCEN	108.36
402-640-000-53580-3100		Office and Operating		06/11/20 - CB PACIFIC Cat	734.71

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,474.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	1,474.22

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2020	1,474.22
			<u>1,474.22</u>



Shelton, WA

Check Register

Packet: APPKT01645 - July 6, 2020 - JUN/2020 KEY2PURCHASE

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01232	KEY2PURCHASE	07/06/2020	Regular	0.00	1,474.22	102542

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,474.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	1,474.22

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2020	1,474.22
			<hr/> 1,474.22



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Business Meeting Minutes April 21, 2020

Virtual Platform - 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
Public Works Director Jay Harris
Police Chief Darrin Moody

CALL TO ORDER

Call to Order – 6:00 p.m.

Pledge of Allegiance – Led by City Manager Jeff Niten

Roll Call – City Clerk Donna Nault - All councilmembers were present

LATE CHANGES TO THE AGENDA

No changes to the agenda

City Manager Jeff Niten communicated the “Extension of Motion,” per Council Protocol Manual, Section 7.08 – telephonic participation is offered to the public, allowing a 30-second delay in the Council’s response time to actions on the agenda in order to allow ample time for public comments. City Clerk Donna Nault was directed to use a timer during Council meetings to ensure the 30-second allotted time is provided.

A motion was made and seconded. Passed.

CONSENT AGENDA

1. Voucher number 101739 in the amount of \$8,788.70
2. Vouchers numbered 101740 through 101828 in the amount of \$256,518.64
3. Vouchers numbered 101834 through 101885 in the amount of \$71,778.55
4. Vouchers numbered 101891 through 101924 in the amount of \$259,001.53
5. Payroll Warrants numbered 3872 through 3876 and 5015 through 5059 and 5060 through 5170. Warrants 101714 through 101735 in the amount of \$743,912.55
6. Voucher number 101947 in the amount of \$14,444.46
7. Minutes of Special Meeting on March 13, 2020
8. Extension of Motion – Telephonic Participation at Council Meetings (Council Protocol Manual-Section 7.08)

A motion was made and seconded to approve. Passed.

ACTION AGENDA

1. Scarsella Contract for Coffee Creek Water Main Replacement – Presented by City Manager Jeff Niten

City Manager Jeff Niten provide an overview of the removal and replacement of the City of Shelton's water main at Coffee Creek. Public Works Director Jay Harris stated that he looks forward to working with local design builders, which will help mitigate costs of future City projects.

No public comments.

A motion was made and seconded to approve. Passed.

ADMINISTRATION REPORTS

City Manager Jeff Niten

- Introduction of City of Shelton's newly hired Public Works Director Jay Harris
 - Jay Harris provided an introductory background of his work experience
- Stimulus Bill
 - Currently there is a 50,000 minimum population requirement to receive funding from the Stimulus Bill. City Manager Niten is working with local and state representatives to request, at a Federal level, an amendment be made to the population requirement in order for the City of Shelton to receive financial assistance
- Overview of Governor Jay Inslee's Press Conference – April 21, 2020 at 5:00 p.m.
 - May 4, 2020 – Stay-At-Home Order remains in place
 - Health models are under review to assist in determining future dates to lift the Stay-At-Home Order
 - A projected timeframe for a vaccine to be ready for COVID-19, is twelve to eighteen months

NEW ITEMS FOR DISCUSSION

No new items for discussion.

ANNOUNCEMENT OF NEXT MEETING

May 5, 2020 at 6:00 p.m.

ADJOURN

As there was no further business, the meeting was adjourned at 6:18 p.m.

Mayor

City Clerk



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Business Meeting Minutes June 2, 2020

Virtual Platform – 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
Director Finance Aaron BeMiller
City Engineer Ken Gill

CALL TO ORDER

Call to order at 6:00 p.m.

Pledge of Allegiance – Led by Councilmember James Boad

Roll Call – City Clerk Donna Nault - All councilmembers present

LATE CHANGES TO THE AGENDA

No changes to the agenda

CONSENT AGENDA

1. Voucher numbered 102209 in the amount of \$5,705.56
2. Vouchers numbered 102210 through 102249 in the amount of \$49,907.61
3. Vouchers numbered 102251 through 102299 in the amount of \$931,023.81
4. Minutes of Regular Business Meeting – February 4, 2020
5. Minutes of Regular Business Meeting – March 17, 2020

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

PRESENTATIONS

1. 2019 Budget Year End Review – Presented by Financial Director Aaron BeMiller

The year-end 2019 financial actuals were presented to City Council as “unaudited.” The 2019 Financial Report was submitted to the State Auditor’s Office on May 29, 2020. The 2020 year-to-date budget will be presented at the June 16, 2020 City Council Meeting.

Financial Director Aaron BeMiller provided an overview of the 2019 Year-End Budget. City Councilmembers responses were as follows:

- The City is better positioned financially than in 2017
- Recognition given to the Finance Team for a job well done

BUSINESS AGENDA

No business items

ACTION AGENDA

1. Aspect Consulting “C” Street Landfill Contract Change No. 6 – Presented by City Engineer Ken Gill

City Council asked questions regarding the 2019 financials used to estimate the cost of the project. It was reported that the Department of Ecology would have the final say on which remedial option of the project will be accepted. If necessary, the public comment period will be extended for an additional 30 days, by the Department of Ecology. Aspect Consulting and the City of Shelton are recommending remedial option one.

Due to the virtual meeting platform, City Manager Niten requested a brief delay in a motion and decision by the Council to allow an opportunity for public comments.

No public comments.

A motion was made and seconded. Passed.

2. “C: Street Landfill Update – Presented by City Engineer Ken Gill

An overview of the “Public Review Draft Remedial Investigation and Feasibility Study Report,” was provided. The report will be available on the City of Shelton’s website and is open for public review and comment.

No public comments.

ADMINISTRATIVE REPORTS

1. City Manager Report – Presented by City Manager Jeff Niten

- Public comments received by email:
 - George Floyd killing – National issue
 - Under represented community needs to be protected
 - Economic Development Council – Downtown Shelton Protests
 - City of Shelton Police Department – commended for their professional handling of public protests
 - City of Shelton’s Public Relations – Communications to the community have been well covered
- City of Shelton – Water/Sewer Bills.
 - In March, Public Works crews were able to do “actual” meter reads. In April, due to the COVID-19 pandemic, Public Works crews were not able to complete actual meter reads, but estimated usage from prior months before the COVID-19 pandemic. The estimates of prior month’s usage were low; which was due to unanticipated sunny weather, irrigation and the stay-at-home order from Governor Inslee, all of which caused an increase in water usage. In May, Public Works crews were able to read meters, which reflected the actual water/sewer usage of customers. Additionally, proration of water/sewer usage did not go into effect until June 1st. May’s water/sewer bill will reflect usage for April and May, the underestimated cost of usage, less the estimated use. Customer Service is currently working reduced hours and are available until 12:00 p.m., Monday through Friday. Beginning June 15, Customer Service

hours will increase to 8:00 a.m. – 5:00 p.m., Monday through Friday and will be available to field questions from the public.

- Governor Inslee issued a new Proclamation regarding the conduct of Council meetings. Under the current Proclamation, City Council is limited to essential business items, no public attendance, and are not able to meet in person until June 17. The State Attorney General's Office will issue a statement in the near future if any additional conditions will be required for City Council meetings.
- City of Shelton's parks were opened June 1st. The COVID-19 pandemic is still in effect, and citizens are encouraged to recreate responsibly, keep social distance, and practice self and community care.
- City Council Questions:
 - *Since June 17th is a Wednesday and a non-scheduled City Council meeting date, should City Council hold a public City Council meeting on Wednesday, June 17th or wait until July?*

City Manager Niten reported moving Council meeting dates around may be difficult on the public since the current schedule is well established in our community. City Clerk Donna Nault reported the new Proclamation by Governor Inslee does not go into effect until 11:59 p.m., on June 17th.

Unanimously, it was decided to maintain the current City Council meeting schedule.

The Council thanked the Shelton Police Department, Mason County Sheriff's Office, Central Mason Fire and other business partners for a fantastic job during local protests and thanked the community for their support during difficult times.

ANNOUNCEMENT OF NEXT MEETING

June 16, 2020 at 6:00 p.m.

ADJOURN

As there was no further business, the meeting was adjourned at 6:57 p.m.

Mayor

City Clerk



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item C1)

Touch Date: 07/08/2020
Brief Date: 07/21/2020
Action Date: 08/04/2020

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:

Olympic Region Local Programs
Project Admin. Agreement (Access
Shelton Phase III-B)

ATTACHMENTS:

- Olympic Region Local Programs
Project Administration Agreement
- 2019/21 State Transportation Budget
Award Letter
- Preliminary Plan

Action Requested:

- ☐ Ordinance
☐ Resolution
☐ Motion
☒ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In early spring of 2018, City staff requested direction from the City Commissioners for their prioritization of future transportation projects. In May of 2018, the Commission authorized staff to use City transportation funds to start the design of several transportation projects in anticipation of future construction. Council approved a funding application level design contract with SCJ Alliance in June of 2018, for design of intersection improvements in the North Shelton area, known as Access Shelton Phase III A & B. In May of 2019, Council approved Amendment No. 1 to the design contract with SCJ Alliance, moving from application funding level design to full design.

On June 14, 2019, the City received notice of an award from the WSDOT Local Programs Office, successfully securing \$650,000 in the State Transportation Budget for completion of Access Shelton Phase III-B, the intersection of Wallace Kneeland and Shelton Springs Road. Between November 2019 and January 2020, the City received two notices from WSDOT, placing a hold on the previously awarded funds due to State Transportation Budget issues. In March 2020, a new notice was received from WSDOT un-pausing the funds, allowing the City to continue with development of the project.

Due to limited City engineering staff, the City is not certified to manage a state-funded project without assistance from the WSDOT Local Programs Office. Prior to receiving a Funding Agreement with WSDOT, the City needs to sign the Olympic Region Local Programs Project Administration Agreement, acknowledging the steps and procedures the City needs to perform throughout the project and as directed by the WSDOT Local Programs Office.

ANALYSIS/OPTIONS/ALTERNATIVES:

The execution of this Administration Agreement is the first step that needs to be taken, working towards obtaining a funding agreement.

BUDGET/FISCAL INFORMATION:

Meeting WSDOT requirements requires additional city/consultant staffing; WSDOT provides an estimate of the additional needed project staffing in the 2nd paragraph of #9 in the attached Olympic Region Local Programs Project Administration Agreement.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff requests the Council concur to place this item on the action agenda at the August 4th meeting.

Olympic Region Local Programs Project Administration Agreement

Shelton	Wallace Kneeland and Shelton Springs Road Intersection
City	Project Title

This Agreement is entered into between the Washington State Department of Transportation (STATE) and the above named city (CITY).

The CITY is not currently certified as having staff with the knowledge and experience to manage a state funded project, therefore WSDOT requires the above named project (Project) be administered under the supervision of the Washington State Department of Transportation Olympic Region Local Programs Office (Local Programs).

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The CITY, operating under an extension of Local Programs Certification Acceptance (CA), agrees to administer this Project entirely in accordance with federal law, the Local Agency Guidelines (LAG), this Project Administration Agreement, and direction as provided by the Local Programs Engineer (LPE). Failure to comply with federal law, the LAG, this Project Administration Agreement, or the direction of the LPE may result in loss of state funds.
2. The STATE and the CITY have designated CA Managers as shown below:

STATE:	City
Bryan Diaz, Local Programs Engineer P.O. Box 47440 Tumwater WA 98504-7440 360-357-2630 DiasB@wsdot.wa.gov	Ken Gill, PE City Engineer 525 W. Cota Street Shelton, WA 98584 (360) 432-5144 Ken.Gill@SheltonWA.gov

The CITY CA Manager is the full time CITY employee that is in responsible charge of the Project. All formal submittals outlined herein, either from the STATE or the CITY, will be sent through the designated CA Manager.

3. The CITY shall obtain approval from the LPE of the consultant solicitation method, advertisement and selection process for using a consulting firm for PE, Right of Way and Construction Engineering services. In addition, the CITY shall obtain concurrence of Consulting Engineering Agreements and Supplements from the LPE before execution (see LAG chapter 31). The scope of the negotiated agreement for PE must complete the PE phase for the entire Project.
4. Contract Plans, Specifications and Estimates (PS&E) shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction and adopted design standards (see LAG chapter 42 and 44). The CITY shall submit the PS&E and contract to the LPE for review to ensure compliance with the LAG.
5. Any deviation to design standards (see LAG chapter 42) must be stamped by a Professional Engineer licensed in the State of Washington. The CITY shall submit the design deviation to the LPE for further processing and approval.

6. The CITY shall be responsible for all required environmental documentation (SEPA and NEPA) and shall submit all required NEPA documentation to the LPE for further processing and approval (see LAG chapter 24). The CITY shall be responsible for obtaining all required permits and approvals.

7. No Right of Way (R/W) action shall proceed without concurrence from the WSDOT Local Agency Right of Way Coordinator. The CITY shall follow current WSDOT approved R/W Procedures as described in the LAG (see LAG chapter 25). The LPE and WSDOT Local Agency Right of Way Coordinator shall be advised of all pre-R/W meetings. All acquisitions of R/W such as construction easements, donations, permits, etc. shall be certified by the CITY and the STATE.

8. The CITY shall forward the proposed advertisement for bids to the LPE for approval. Upon approval of the advertisement for bids and construction authorization from WSDOT, the CITY may begin advertisement for bids (see LAG chapter 46). The CITY shall keep the LPE advised on any pre-award issues affecting the quality and timing of the contract. Any required addenda to the contract documents must be approved by the LPE before it is issued.

9. The CITY is required to utilize a Certified Acceptance agency or qualified CITY or consultant staff for construction management services. Experience and expertise administering and managing construction projects funded by the state in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, the WSDOT Construction Manual, and the Local Agency Guidelines must be verifiable and acceptable.

Your Project that utilizes state funds will require significant effort to manage and provide all of the documentation required by WSDOT. Typically the following construction staffing is needed:

- Project Manager (10 to 20 hrs / week throughout the construction phase)
- Field Engineer (20 hrs / week; 2 weeks prior to project ad to the end)
- Office Manager (10 to 20 hrs / week throughout the construction phase)
- Project Lead Inspector (50 hrs / week; 2 weeks prior to project ad to the end)

This staffing does not include materials testing technicians, materials lab services, or additional project inspectors for larger projects. One person may fill multiple roles if qualified. Adequate experienced staffing will help assure a successful federal aid project. The CITY shall obtain approval of construction management staff, including Project Manager, Field Engineer, Office Manager and Lead Inspector, from the LPE before construction funds will be authorized.

10. The CITY shall notify the LPE of the Bid Opening date and time. The CITY shall transmit to the LPE, the Engineer's Estimate, Bid Tabulations, UDBE Utilization Certificate and the UDBE Written Confirmation of the apparent low bidder. Upon approval by the LPE, the CITY may Award the Contract to the lowest responsive bidder (see LAG chapter 46).

11. Upon the CITY execution of the contract for construction, the CITY shall administer and inspect the Project in accordance with the contract documents, WSDOT Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual, the Local Agency Guidelines and all applicable state and federal laws (see LAG chapter 52).

12. Changes to the contract will be documented by change order as defined in the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction Section 1-04.4 and consistent with the WSDOT Construction Manual. The CITY shall negotiate, and document all change orders. Written authorization (email) by the LPE of proposed change order work, except for emergency work, must be received by the CITY prior to proceeding with the work. Any work performed before receiving said authorization may be deemed ineligible for federal participation.

Prior to obtaining the contractor's signature on any change order the CITY shall provide a copy of the change order to the LPE for review and concurrence, along with separate justification for the change and an independent estimate of price and working day impacts. A copy of all executed Change Orders shall be sent to the LPE.

13. The CITY shall schedule inspection of the Project by Local Programs and receive Local Programs comments prior to providing the final "punch list" to the Contractor (see LAG chapter 53).

14. If required by your grant, quarterly reports must be updated by the CITY before the 20th of March, June, September and December until the Project is complete and final bill is paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the party's date signed last below.

CITY OF SHELTON

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
Jeff Niten
City Manager

By: _____
Bryan Dias
Olympic Region Local Programs Engineer

Date: _____

Date: _____



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 14, 2019

Mr. Craig Gregory
Public Works Director
City of Shelton
525 West Cota Street
Shelton, Washington 98584

**Wallace Kneeland and Shelton Springs Road Intersection
2019-21 Transportation Budget
State Funding**

Dear Mr. Gregory:

WSDOT is pleased to advise you that the above mentioned project was selected to receive funding through the 2019-21 Transportation Budget. The state funding is limited as shown below:

Wallace Kneeland and Shelton Springs Road Intersection **\$650,000**
Scope: Completion of Access Shelton Phase 3B at Wallace Kneeland Boulevard and North Shelton Springs Road.

In order to meet state requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Quarterly Project Report required to be completed by the end of March, June, September and December each year. To access the database you will need an account name and password. Your account name is ??? and your password is ???. The password is case sensitive.

As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance please contact Brian Dias, your Region Local Programs Engineer, at 360.357.2631.

Sincerely,

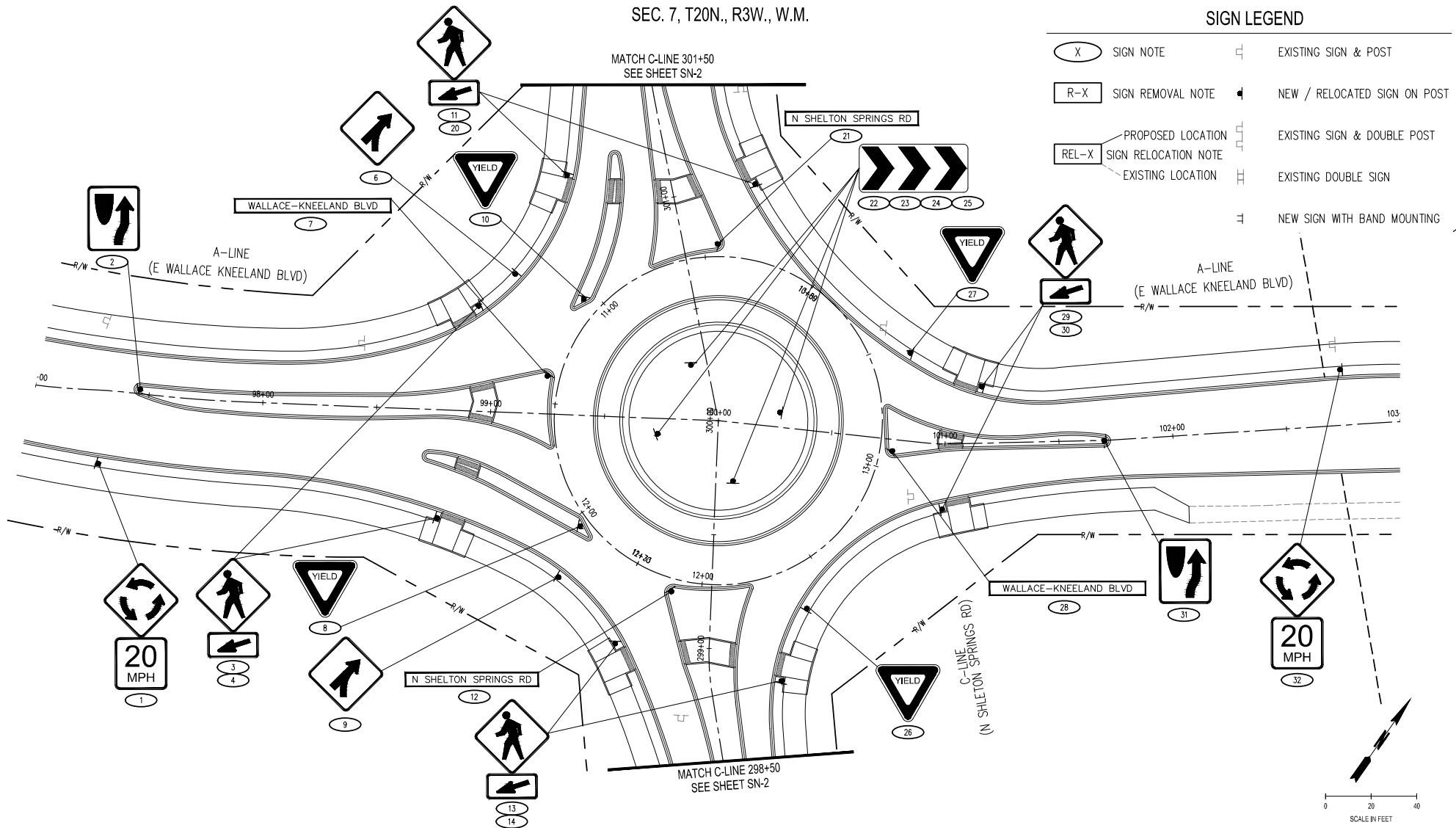
Kathleen B. Davis
Director
Local Programs

Attachment
KBD:st:sas

cc: Brian Dias, Olympic Region Local Programs Engineer, MS 47440

SEC. 7, T20N., R3W., W.M.

SIGN LEGEND



<div>△</div> REVISIONS		DATE	BY	DESIGNED BY: M. GREENHECK	ISSUE DATE: JUNE 2020	ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED	PRELIMINARY	<div> 8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516 P: 360.352.1465 F: 360.352.3500 SCJALLIANCE.COM</div>	<div></div>	PROJECT NAME:	DRAWING No.
PRELIMINARY 30% PROGRESS SET				DRAWN BY: M. GREENHECK	JOB No. 0615.10					ACCESS SHELTON PHASE III B	SN-1
				CHECKED BY: J. BROWN	DRAWING FILE No.: 0615.10 SN_A-01					SHEET No.	18 OF 22
									SIGNING PLAN		



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item D1)

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

Department: Community Development
Presented By: Mark Ziegler

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

PROGRAM/PROJECT TITLE:

Rotating Art Gallery

ATTACHMENTS:

Copies of the chosen art work

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Shelton Arts Commission is recommending the latest installation of the Civic Center Rotating Art Gallery project. As approved by the City Council, the Civic Center Rotating Art Gallery policy and procedure has been followed with the following tasks:

1. Call for Artists – The call for artists was distributed to local artists through press releases, art organizations, and galleries. The deadline for artist submittals was July 3, 2020. One artist submitted proposals for the gallery.
2. The Shelton Arts Commission met on July 7, 2020 to jury the submittals.
3. On July 21, 2020, the Shelton Arts Commission is presenting the recommended art to the City Council for approval. Upon approval, the art will be installed on August 4, 2020 and in place through October 30, 2020.

The selected artist and work includes:

ARTIST	MEDIUM	TITLES
Pam McKinnie	Acrylic, Mixed Media	Tree of Life 1 & 2, Emerging from the Flames, Healing of Mother Earth, Faith in our Future

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to approve the Shelton Arts Commission's recommendations for placement in the Civic Center Rotating Art Gallery."



Emerging from the Flame



Faith in our Future



Healing of Mother Earth



Tree of Life 1



Tree of Life 2



**CITY OF SHELTON
COUNCIL BRIEFING REQUEST
(Agenda Item D2)**

Touch Date: 04/21/2020
Brief Date: 07/07/2020
Action Date: 07/21/2020

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 was published in the newspaper of record on June 25, 2020.

STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to adopt Ordinance No. 1949-0220 an ordinance relating to land use zoning, adding a new section to the Shelton Municipal Code and amending chapter 20.32.110, concerning single room occupancy 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 5th, 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. - Single Room Occupancy (SRO) Residential Development as defined in Shelton Municipal Code Section 18.02.110.
9. Multifamily project developments (i.e., apartment buildings/complexes).
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 7th day of July 2020.

ADOPTED by the City Council of the City of Shelton, Mason County Washington at a regular open public meeting held the 21st day of July 2020.

ATTEST:

City Clerk Nault

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

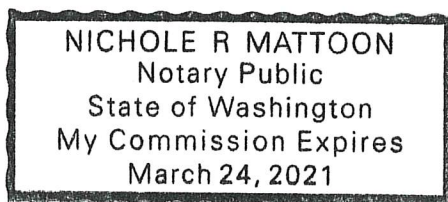
STATE OF WASHINGTON §

§ 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.

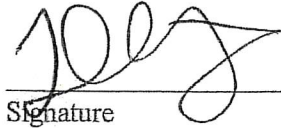
WITNESS my hand and official seal hereto the day and year first above written.



(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

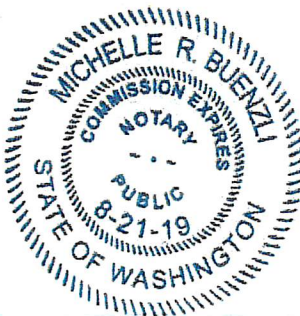
STATE OF WASHINGTON §

§ 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°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 EASEMENT;

THENCE NORTH 55°40'42" 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.

BASIS OF BEARING:
ASSUMED SOUTH 84°54'02"E EAST ALONG THE SOUTH LINE OF
THE SW 1/4 OF SEC. 7, T20N, R3W, W.M. PER REFERENCE
SURVEYS 1 & 2.

LEASE DESCRIPTION:

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

THENCE SOUTH 64°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°1'56" 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,
S98.12;

THENCE SOUTH 13°05'19" WEST, ALONG SAID WESTERLY LINE,
36.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.233 ACRES, MORE OR LESS.

ASSESSOR'S PARCEL NO. 32007-30-60000

REFERENCE SURVEYS.

- REFERENCE SURVEYS:
- 1) FIR LANE TERRACE, DIVISION NO. 1, VOLUME 5 OF PLATS, PAGE 41 BY JOHN L. BRACY
 - 2) VOLUME 13 OF SURVEYS, PAGE 87 BY R. M. MCGINNIS
 - 3) VOLUME 12 OF SURVEYS, PAGES 115-117 BY JAMES E. KEYES

AUDITOR'S CERTIFICATE

ADDITIONS CERTIFICATE	
FILED FOR RECORD THIS	DAY OF
2019	

AT U. IN VOLUME OF SURVEYS PAGE

AT THE REQUEST OF SIDNEY G. BECHTOLT JR.

AUDITOR'S FILE NO.

EQUIPMENT & PROCEDURE

EQUIPMENT & PROCEDURE

060-061-274
112-130-090

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF

WILSON CONSERVATION DISTRICT

2000 01 24 10:00 AM



SURVEY FOR
CITY OF SHELTON
IN THE
SE 1/4 SW 1/4
SEC 7, T20N, R03W, W.M.

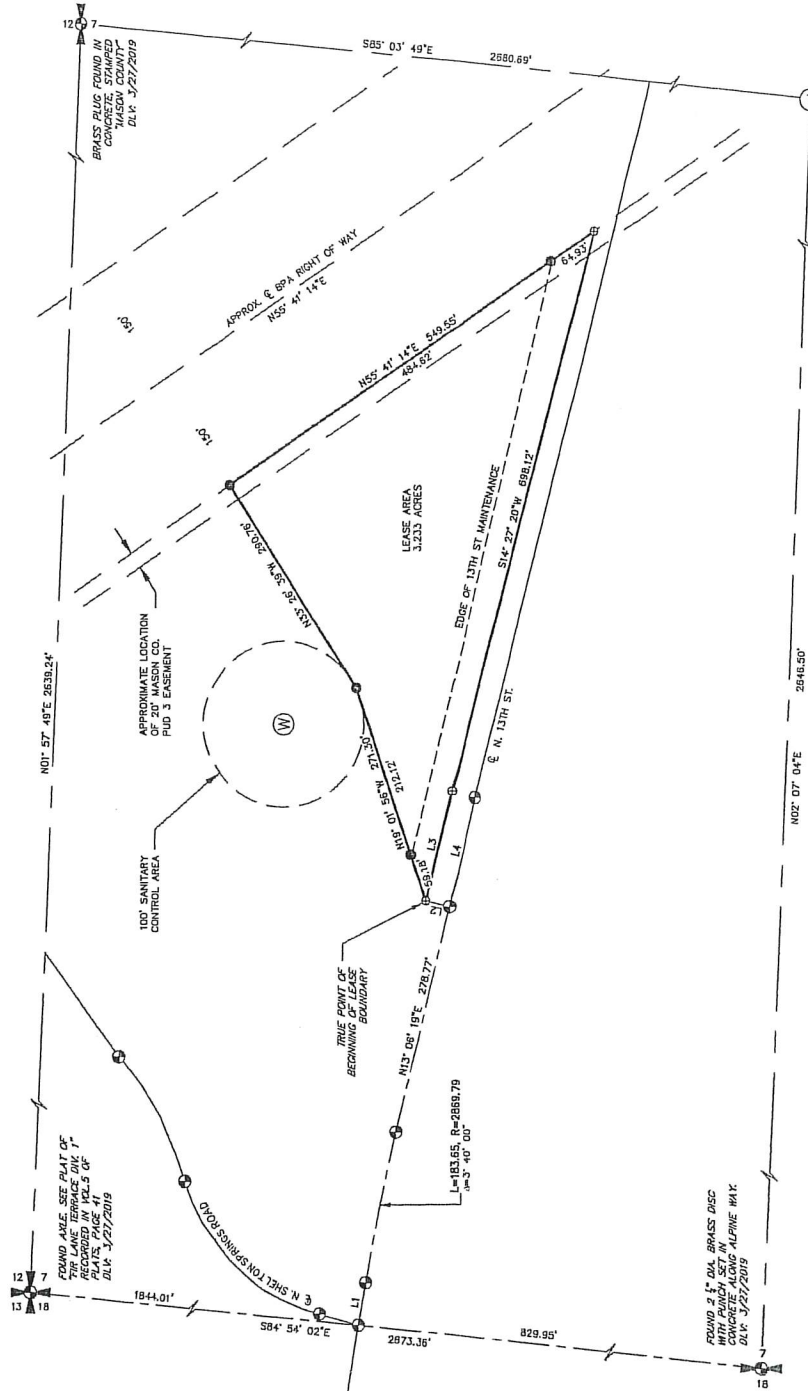
AGATE LAND SURVEYING, PLLC
PROFESSIONAL LAND SURVEYOR

2680 E. AGATE RD. - P.O. BOX 246
SHELTON, WA 98584 - (360) 426-4172

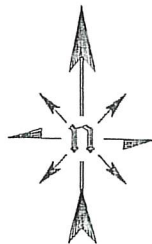
PAWN BY DATE: 5/7/2019 JOB NO: 4081-V

SCALE: 1 INCH = 100' SHEET: 1 OF 1






FILE NO: XXXX RECORD OF SURVEY	SGB
--------------------------------	-----



CENTER OF SECTION 7 NOT
VISITED - CALCULATED PER
REFERENCE 1



SCALE: 1"=100 FEET

LEGEND	
	SET #, REBAR AND PLASTIC CAP MARKED BECHTOLD 1-26237
	FOUND CONCRETE MONUMENT OR AS NOTED
	CALCULATED POSITION
	DATE LAST VISITED
	WELL LOCATION

Parcel Line Table		
Line #	Length	Direction
L1	51.39	N9° 26' 19"E
L2	30.00	N76° 53' 41"W
L3	135.40	S73° 06' 19"W

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 D3)

Touch Date: 06/29/2020
Brief Date: 07/07/2020
Action Date: 07/21/2020
Reading of Resolution

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 approve Resolution 1160-0620 by making the following motion:

"I move to **approve** Resolution 1160-0620 as presented"

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 21st 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"**

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



Type of Permit

Fee

General Government

Annual Report	\$10.00
Documents provided at Public Hearings	\$0.00 (within one year)
Audio Reproduction (when requested within one year of hearing). *Other than Police	\$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
--	-----------------

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
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)
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>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>
Bulkheads	\$20.00 per cubic foot
<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: \$25.00</p> <p>\$501.00 to \$2,000.00: \$25.00 and \$3.00 per each additional \$100 or fraction thereof and including \$2,000</p> <p>\$2,001.00 to \$25,000.00: \$70.00 and \$14.00 for each additional \$1,000 or fraction thereof to and including \$25,000</p> <p>\$25,000.00 to \$50,000.00: \$390.00 and \$10.00 for each additional \$1,000 or fraction thereof to and including \$50,000</p> <p>\$50,001.00 to \$100,000.00: \$640.00 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$100,000</p> <p>\$100,001.00 to \$500,000.00: \$1,000.00 and \$6.00 for each additional \$1,000 or fraction thereof to and including \$500,000</p> <p>500,001.00 to \$1,000,000.00: \$3,400.00 and</p>



	\$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000 \$1,000,000 and up: \$5,700 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000
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	\$275.00 per square - Class A&B (hotmop/torchdown) \$250.00 per square - Composition(roll/3 tab) \$325.00 per square - Composition with plywood replacement \$300.00 per square - Metal \$275.00 per square - Shake \$300.00 per square - Shingle
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: \$25.00</p> <p>FURNACE: For issuing each supplemental permit for which the original permit for the original permit has not expired, been canceled, or final: \$8.00</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): \$16.00</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): \$20.00</p> <p>For the installation or relocation of each floor furnace, including vent: \$16.00</p> <p>For the installation or relocation of each suspended heater, recessed wall heater on floor-mounted unit heater: \$16.00</p> <p>Appliance Vents: For the installation, relocation or replacement of each appliance vent and not included in an appliance permit: \$8.00</p> <p>Repairs or Additions: For the repair of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by</p>



	<p>the Mechanical Code: \$15.00</p> <p>Boilers, Compressors, and Absorption Systems:</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): \$15.00</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): \$30.00</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): \$40.00</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): \$60.00</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): \$100.00</p> <p>Air Handlers:</p> <p>For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719</p>
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	<p>L/s), including ducts attached thereto: \$12.00</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): \$20.00</p> <p>Evaporative Coolers: For each evaporative cooler other than portable type: \$12.00</p> <p>Ventilation and Exhaust: For each ventilation fan connected to a single duct: \$8.00</p> <p>For each ventilation system which is not portion of any heating or air-conditioning system authorized by a permit: \$12.00</p> <p>For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood: \$12.00</p> <p>Incinerators: For the installation or relocation of each domestic-type incinerator: \$20.00</p> <p>For the installation or relocation of each commercial or industrial-type incinerator: \$16.00</p> <p>Miscellaneous: For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table: \$12.00</p>
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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: \$25.00 Each supplemental permit: \$10.00 <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): \$8.00 For each building sewer and each trailer park sewer: \$16.00 Rainwater systems per drain (inside building): \$8.00 For each cesspool where permitted: \$27.00 For each private sewage disposal system: \$45.00 For each water heater and/or vent: \$8.00 For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps: \$8.00 For each installation, alteration or repair of water piping and/or water treating equipment, each: \$8.00



	<p>For each repair or alteration of drainage or vent piping, each fixture: \$8.00</p> <p>For each lawn sprinkler system on any one meter including backflow protection devices therefore: \$8.00</p> <p>For each backflow protective device other than atmospheric type vacuum breakers:</p> <ul style="list-style-type: none"> • 2 inch (51 mm) diameter and smaller: \$8.00 • over 2 inch (51 mm) diameter: \$16.00 <p>Atmospheric-type vacuum breakers:</p> <ul style="list-style-type: none"> • 1 to 5: \$5.00 • over 5, each: \$2.00
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: \$45.00 Temporary Construction of Heavy Use Permit: \$65.00 plus inspection fees Fixture and Encroachment Permit: \$65.00 \$15.00 annual renewal fee. If for sidewalk café, add \$280.00/hr. review fee.
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: \$65.00 plus applicable GFC
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
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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
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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 D4)

Touch Date: 05/26/2020
Brief Date: 07/07/2020
Action Date: 07/21/2020
Reading of Resolution

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:

Ask for a first reading of Resolution No. 1161-0620 and "I move to approve Resolution No. 1161-0620 to surplus used police patrol vehicles, as well as surplus fire vehicles."

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 21st day of July 2020.

Mayor Dorcy

ATTEST:

City Clerk Nault

Exhibit “A” for Resolution No. 1161-0620

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

FIRE DEPARTMENT			
City Asset #	Description	License #	Value
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 D5)

Touch Date: 06/10/2020
Brief Date: 07/07/2020
Action Date: 07/21/2020
Reading of Resolution

Department: Public Works
Presented By: Ken Gill

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Basin 3 Final Sewer Rehabilitation
Final Acceptance

☐ Ordinance

☒ Dept. Head

JOH

☒ Resolution

☐ Finance Director

ATTACHMENTS:

☒ Motion

☐ Attorney

- Resolution No 1162-0620
- PowerPoint Presentation

☐ Other

☒ City Clerk

☐ City Manager

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 7th 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:

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

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of Resolution No. 1162-0620 and: *"I move to authorize the Mayor to sign Resolution Number 1162-0620, accepting the Basin 3 Sewer Rehabilitation Project as final and complete".*

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 21st day of July 2020.

Mayor Dorcy

ATTEST:

City Clerk Nault



Basin 3 Sewer Rehabilitation Project

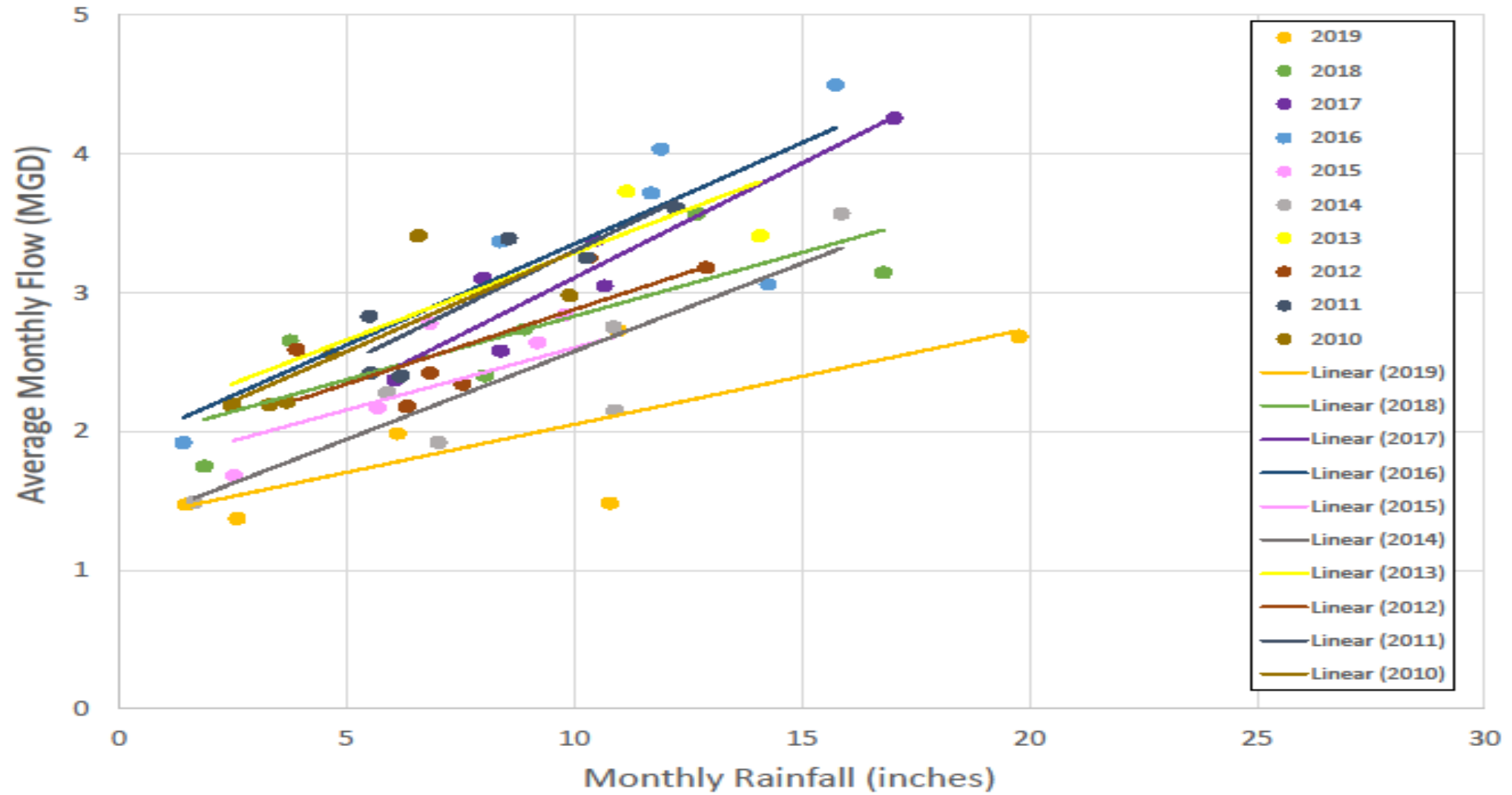
Final Acceptance

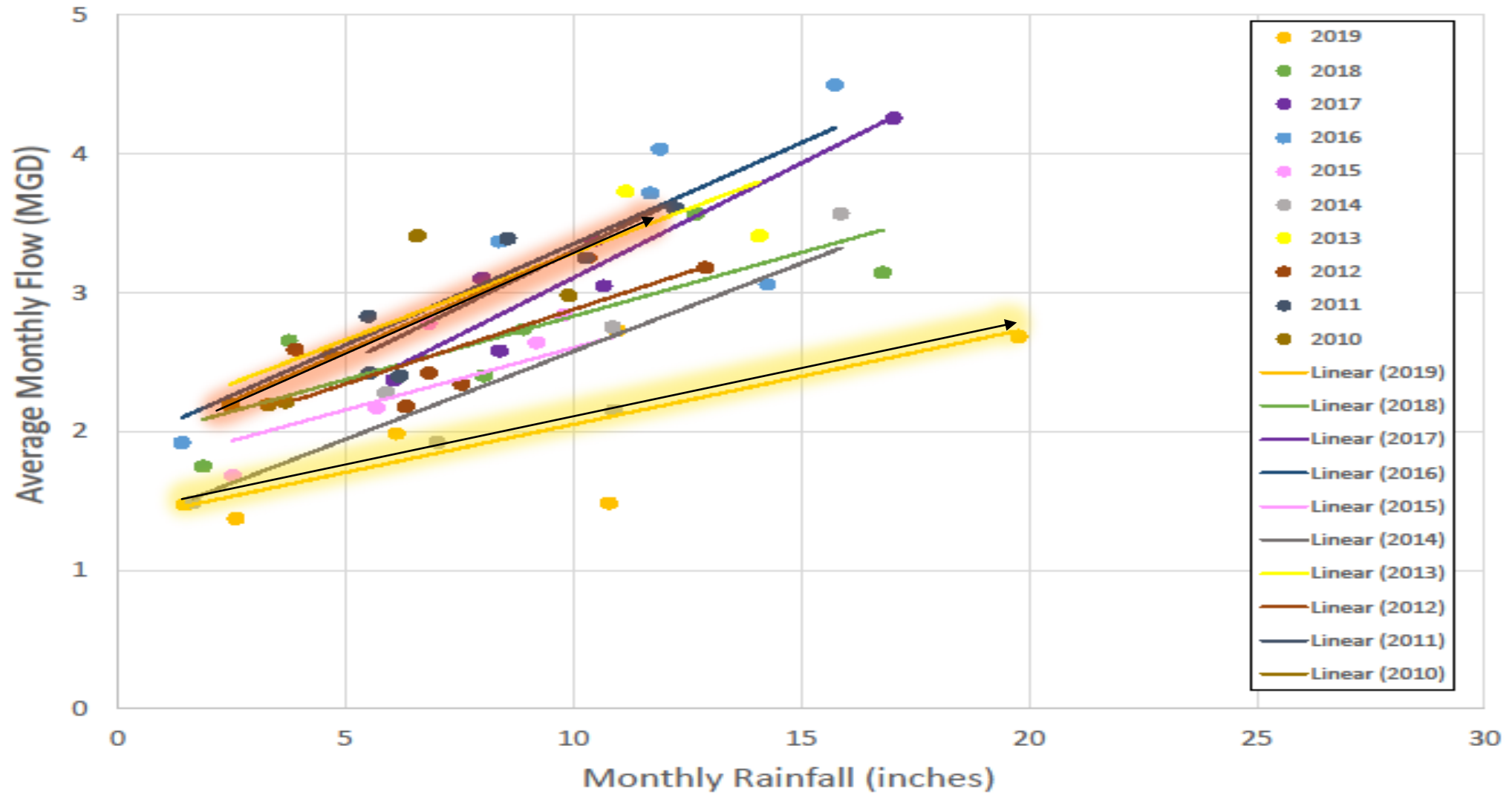
Goal: To reduce Inflow and Infiltration (I&I) in the Basin 3 Sewer area

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.

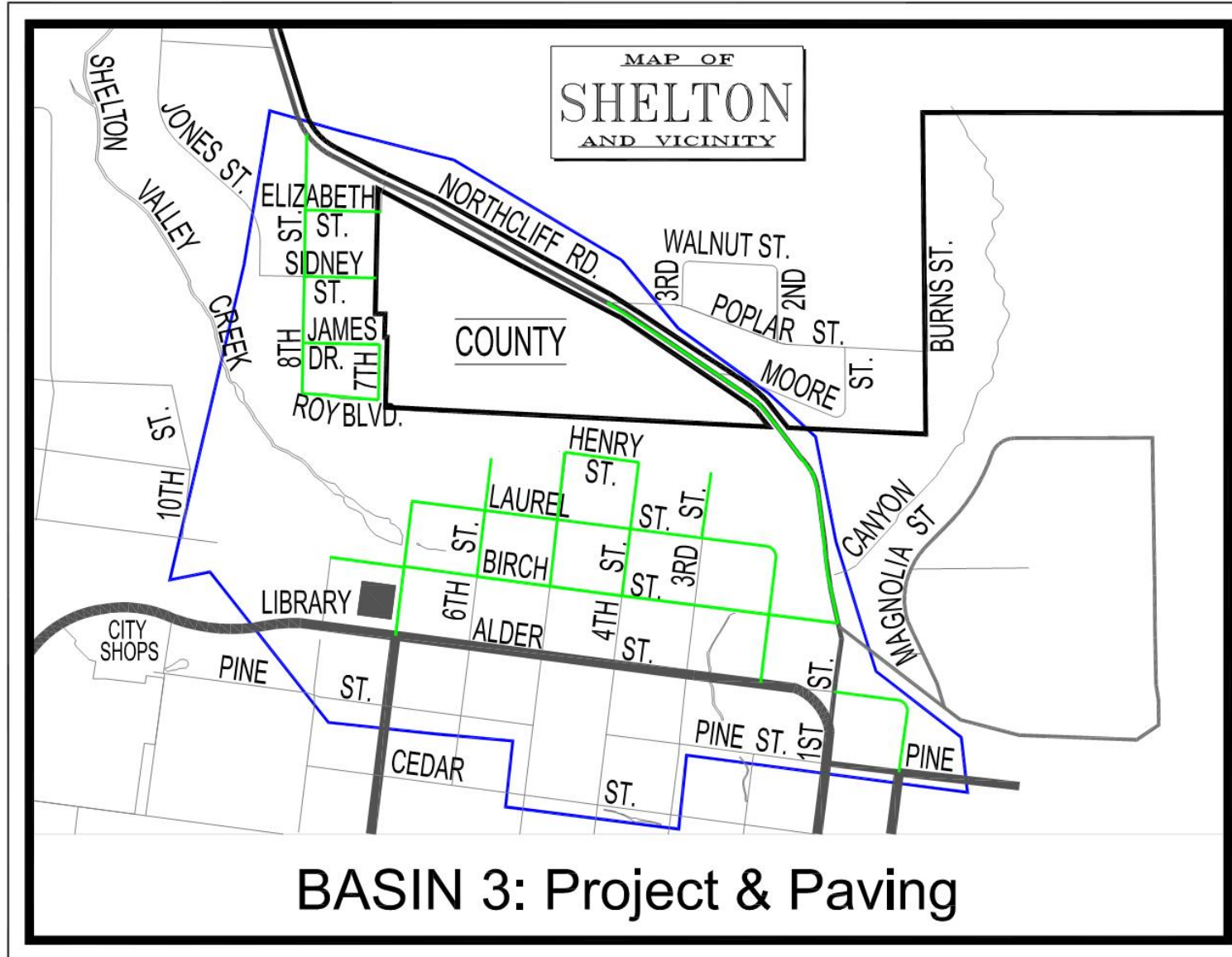




Project Area

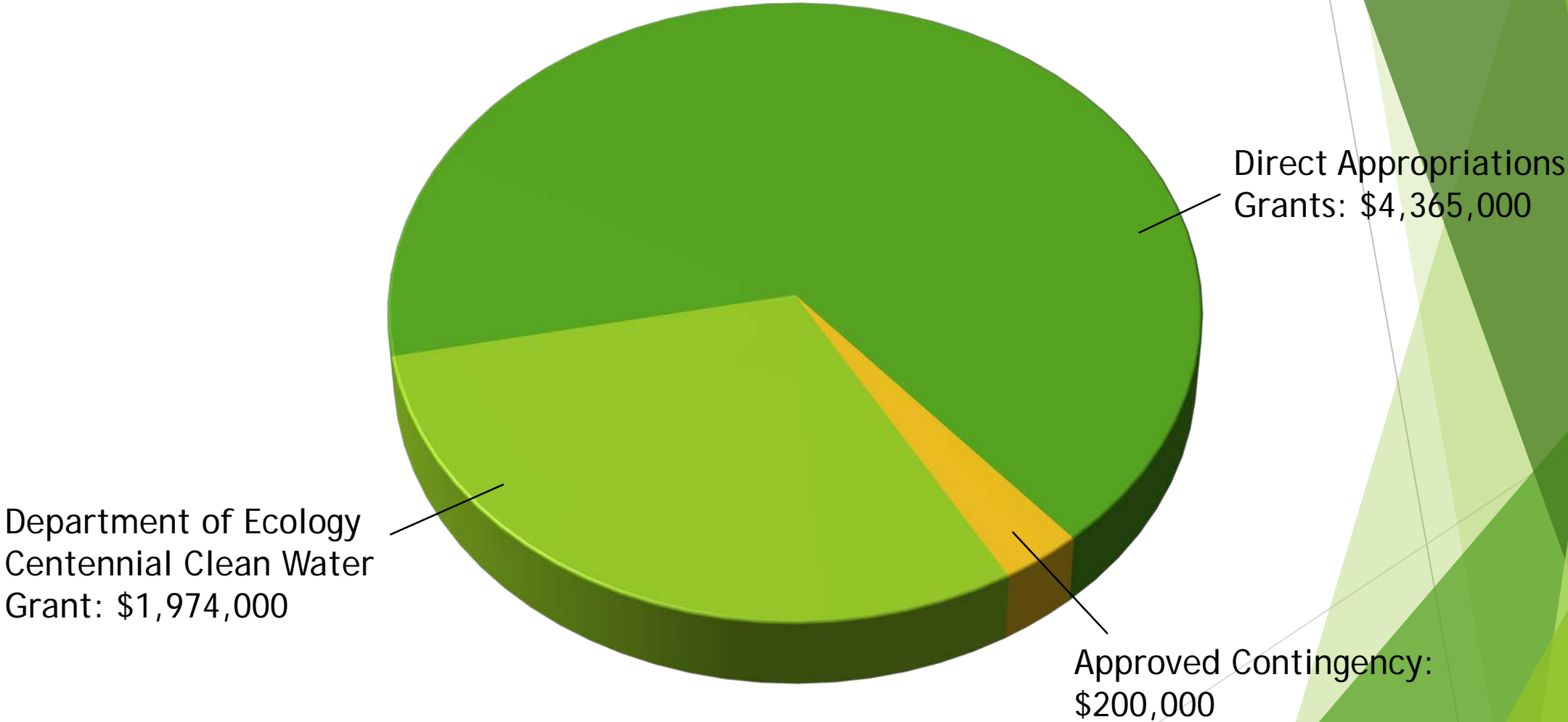


Paving





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



4th and Birch

Before



After



5th and Laurel

Before



After



7th from Alder

Before



After



7th 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 D6)

Touch Date: 06/11/2020
Brief Date: 07/07/2020
Action Date: 07/21/2020
Reading of Resolution

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 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 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 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 define 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:

<i>Contract</i>	<i>Execution</i>	<i>Expiration</i>	<i>Amount</i>	<i>New Total Contract Amount</i>
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 recommends a reading of Resolution No. 1163-0620 and: *"I move to adopt Resolution No. 1163-0620, a resolution authorizing the City Manager to sign Amendment No. 1 to the Satellite Wastewater Treatment Plant Reclaimed Tank Design Contract with Gray & Osborne, Inc."*

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 21st day of July 2020.

Mayor Dorcy

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 ~~\$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

Milestone	Date
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.

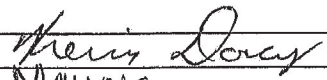
DATE: 4/9/20

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.

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

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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.

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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

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

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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

Project Manager	Angela Johnson PO Box 47775 Olympia, Washington 98504-7775 Email: ANJO461@ecy.wa.gov Phone: (360) 407-6668
Financial Manager	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
Water Resources
Program Manager
Date

~~Ray Peters~~ MARVIN Campbell
Tribal Administrator
Date

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

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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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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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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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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

Goldsborough Streamflow Restoration Project	Task Total
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**

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

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> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

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

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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.
- 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

Agreement No: WRSRP-2019-SqIsTr-00029
Project Title: Goldsborough Streamflow Restoration Project
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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

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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.

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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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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
Project Title: Goldsborough Streamflow Restoration Project
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.

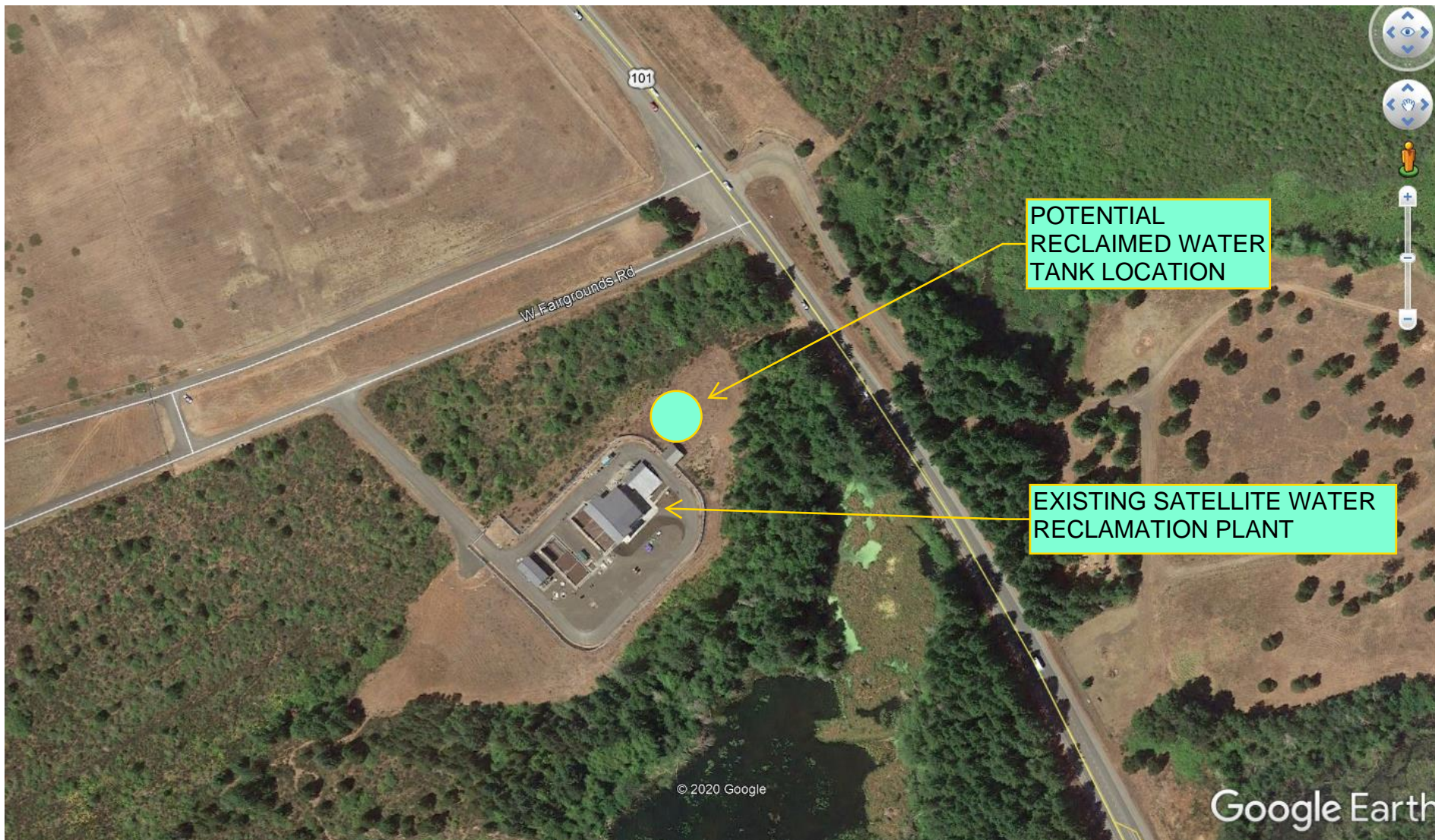
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

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.





**CITY OF SHELTON
COUNCIL BRIEFING REQUEST
(Agenda Item D7)**

Touch Date: 06/11/2020
Brief Date: 07/07/2020
Action Date: 07/21/2020
Reading of Resolution

Department: Public Works
Presented By: Ken Gill

APPROVED FOR COUNCIL PACKET:

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

Action Requested:

ROUTE TO:

REVIEWED:

JOH

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

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

☐

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 which 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 for the planning and design of an in-ground storage tank for reclaimed water (not applicable to this Contract), and Task 2 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:

Contract	Execution	Expiration	Contract Task # and Amount	Related ILA Task # and Reimbursement	Net Change This Amendment	New Total Contract Amount
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 Amend. #1</i>	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 recommends a reading of Resolution No. 1164-0620 and: *“I move to adopt Resolution Number 1164-0620, a resolution authorizing the City Manager to sign Amendment No. 1 to the Sewer Comprehensive Plan Update Contract with Gray & Osborne, Inc.”.*

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 21st day of July 2020.

Mayor Dorcy

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 ~~\$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

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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.

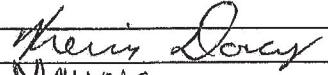
DATE: 4/9/20

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.

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-SqlsTr-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

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

Project Manager	Angela Johnson PO Box 47775 Olympia, Washington 98504-7775 Email: ANJO461@ecy.wa.gov Phone: (360) 407-6668
Financial Manager	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

TRIBAL ADMINISTRATOR

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

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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

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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

Goldsborough Streamflow Restoration Project	Task Total
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**

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

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> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

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

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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.
- 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.

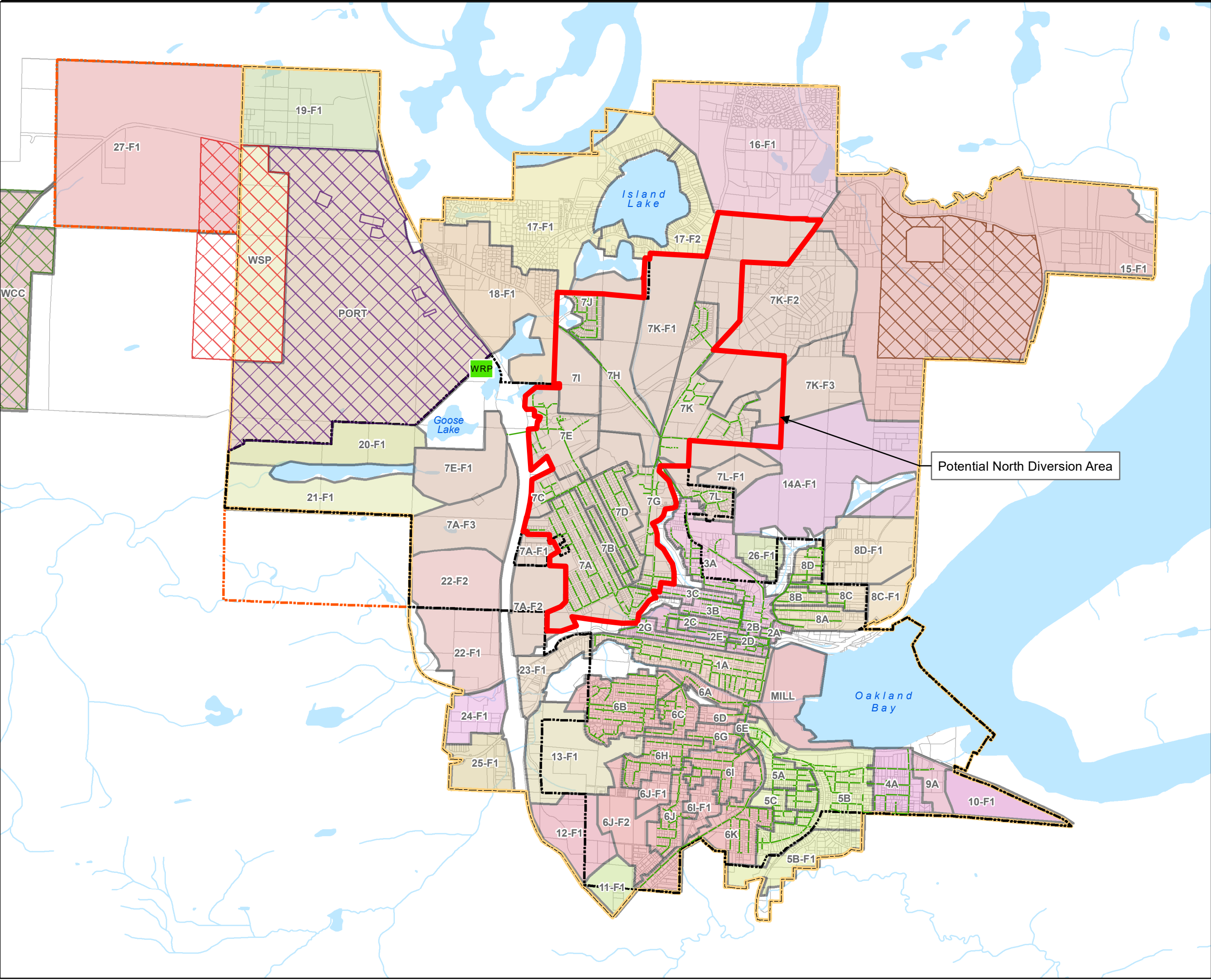
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

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.



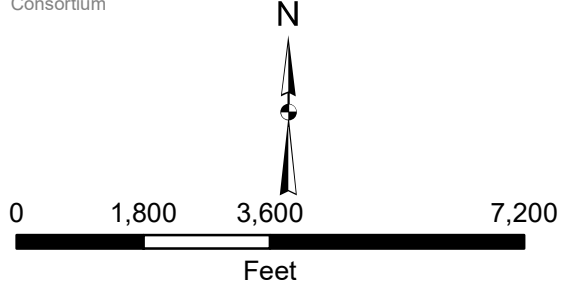
Legend

- 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



Gray & Osborne, Inc.
CONSULTING ENGINEERS