



Shelton City Council
Meeting Agenda
January 3, 2023 at 6:00 p.m.
Civic Center & Virtual Platform

A. Call to Order

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

B. Council Reports

C. Consent Agenda (Action)

1. Vouchers numbered 107805 through 107812 in the total amount of \$35,727.42
2. Vouchers numbered APA001698 through APA001746 in the total amount of \$143,504.16
3. Voucher number 107832 in the total amount of \$4,137.00
4. Vouchers numbered 107850 through 107859 in the total amount of \$16,436.34
5. Vouchers numbered APA001747 through APA001794 in the total amount of \$227,811.16
6. Vouchers numbered 107861 through 107866 in the total amount of \$47,590.75
7. Vouchers numbered APA001795 through APA001833 in the total amount of \$922,876.90
8. Voucher number 107877 in the total amount of \$4,758.70
9. Minutes:
 - Business Meeting of November 15, 2022
 - Study Session of November 22, 2022
 - Business Meeting of December 6, 2022
10. October Financial Status Report

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

*The City Council invites members of the public to provide comment on any topic at this time. To make comments in person, please sign in on the public comment sheet and keep an instruction card. If you would like to comment on a Business or Action item, please list the agenda item number on the list. To comment virtually using Zoom, please use the "Raise Hand" feature to alert the City Clerk. If you have joined Zoom on your telephone, dial *9 to use the "Raise Hand" feature. City Councilmembers and City Staff will not enter into a dialogue during public comment. If the Council feels an issue requires follow up, Staff will be directed to respond at an appropriate time.*

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

1. Resolution No. 1253-1122 Master Fee Schedule Update – Presented by Finance Director Mike Githens
2. Resolution No. 1254-1222 Local Road Safety Plan Project Approval & Authorization – Presented by City Engineer Ken Gill
3. Resolution No. 1255-1222 Brockdale Road Resurfacing Improvements Project Award – Presented by City Engineer Ken Gill
4. Resolution No. 1256-1222 Consultant Contract Amendment No. 1 for Brockdale Road Improvement Project – Presented by City Engineer Ken Gill
5. Mason County Jail Services – Presented by Police Chief Carole Beason
6. Resolution No. 1259-1222 Wastewater Fund Property Acquisitions – Presented by Public Works Director Jay Harris

F. Action Agenda (Action/Public Comment Taken)

1. Resolution No. 1249-1122 DOC Grant Acceptance for Well 1 Rehab– Presented by City Engineer Ken Gill
2. Resolution No. 1250-1122 DOC Well 1 Rehab Design Contract Amendment No. 3 – Presented by City Engineer Ken Gill
3. Resolution No. 1251-1122 DOC Grant Acceptance for WWTP Reclaimed Tank – Presented by City Engineer Ken Gill
4. Resolution No. 1252-1122 WWTP Reclaimed Tank Design Contract Amendment No. 2 – Presented by City Engineer Ken Gill

G. Administration Reports

1. City Manager Report

H. New Items for Discussion

I. Announcement of Next Meeting – January 17, 2023 at 6:00 p.m.

J. Adjourn

Special Note for Virtual Public Participation

The meeting can be viewed at: <https://www.youtube.com/user/cityofshelton>

The public can provide comments virtually by:

Email: donna.nault@sheltonwa.gov (before 5:00pm the day of the meeting)

Telephone: (360) 432-5103 (before 5:00pm the day of the meeting)

Join the Zoom meeting by clicking on the link posted on the City Council's webpage

Your comments will be relayed directly to the Council.



2023 Looking Ahead

(Items and dates are subject to change)

Tues. 1/10 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Council Protocol Manual Revisions 	Packet Items Due: 1/6 @ noon
Tues. 1/17 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes November Financial Status Report Business Agenda <ul style="list-style-type: none"> Resolution No. 1257-1222 Agreement with FCS Group for Water/Sewer Rate and GFC Study Resolution No. 1258-1222 Work Order with Williams Architecture for Design of Public Works Laydown Yard Public Hearing Ordinance No. 1999-1222 Single-Room Occupancy Standard Amendments Action Agenda <ul style="list-style-type: none"> Ordinance No. 1994-0922 Parks and Open Space Standards for Development of Land Resolution No. 1253-1122 Master Fee Schedule Update Resolution No. 1254-1222 Local Road Safety Plan Project Approval and Authorization Resolution No. 1255-1222 Brockdale Road Resurfacing Improvements Project Award Resolution No. 1256-1222 Consultant Contract Amend No 1 for Brockdale Road Improvement Project Mason County Jail Services Resolution No. 1259-1222 Debban Property Purchase Contract with Olympic Health & Recovery Services Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 1/6 @ 5:00 p.m.
Tues. 1/24 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Enterprise Fleet Study 	Packet Items Due: 1/20 @ noon
Tues. 2/7 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Business Agenda <ul style="list-style-type: none"> Resolution No. 1247-1022 Bostrom Lane Public Utility & Access Easement Ordinance No. 1996-1022 Council Protocol Manual Revisions 	Packet Items Due: 1/27 @ 5:00 p.m.

		<ul style="list-style-type: none"> Public Hearing Ordinance No. 2000-1222 Shoreline Management Program Updates Public Hearing Ordinance No. 2001-1222 Flood Damage Prevention Standards Update Public Hearing Ordinance No. 1998-1222 Peacock Ridge Annexation Request <p>Action Agenda</p> <ul style="list-style-type: none"> Repealing Resolution No. 1157-0320 Resolution No. 1257-1222 Agreement with FCS Group for Water/Sewer Rate and GFC Study Resolution No. 1258-1222 Work Order with Williams Architecture for Design of Public Works Laydown Yard Ordinance No. 1999-1222 Single-Room Occupancy Standard Amendments <p>Administration Report</p> <ul style="list-style-type: none"> 	
Tues 2/14 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 2/10 @ noon
Tues. 2/21 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes <p>Business Agenda</p> <ul style="list-style-type: none"> Parks and Recreation Advisory Committee Appointments <p>Action Agenda</p> <ul style="list-style-type: none"> Resolution No. 1247-1022 Bostrom Lane Public Utility & Access Easement Ordinance No. 1996-1022 Council Protocol Manual Revisions Ordinance No. 2000-1222 Shoreline Management Program Updates Ordinance No. 2001-1222 Flood Damage Prevention Standards Update Ordinance No. 1998-1222 Peacock Ridge Annexation Request <p>Administration Report</p> <ul style="list-style-type: none"> 	Packet Items Due: 2/10 @ 5:00 p.m.
Tues 2/28 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 2/24 @ noon
Tues. 3/7 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes <p>Business Agenda</p> <ul style="list-style-type: none"> <p>Action Agenda</p> <ul style="list-style-type: none"> <p>Administration Report</p> <ul style="list-style-type: none"> 	Packet Items Due: 2/24 @ 5:00 p.m.
Tues. 3/14 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 3/10 @ noon
Tues. 3/21 5:45 p.m.	Regular SMPD Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> Vouchers/Meeting Minutes 	Packet Items Due: 3/10 @ 5:00 p.m.

		Business Agenda • Action Agenda • Administration Report •	
Tues. 3/21 6:00 p.m.	Regular Meeting	Consent Agenda • Vouchers/Payroll Warrants/Meeting Minutes Business Agenda • Action Agenda • Administration Report •	Packet Items Due: 3/10 @ 5:00 p.m.

Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- Water and Sewer Fee Schedule Revisions (Ordinance removing rates from SMC)
- Public Hearing Ordinance No. 1990-0522 Amending SMC 17.12

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 number 107805 through number 107812 in the total amount of \$35,727.42 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 2nd of December, 2022.

Michael L. Gittman
Finance Director

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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02526 - DECEMBER 2, 2022 MANUAL AP
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	12/02/2022	Regular	0.00	6,645.97	107805
018001	EMPLOYMENT SECURITY DEPT	12/02/2022	Regular	0.00	6.13	107806
VEN02163	JOHNATHON EVANS	12/02/2022	Regular	0.00	150.00	107807
VEN01280	MICHAEL ALBAUGH	12/02/2022	Regular	0.00	150.00	107808
151000	P. U. D. # 3	12/02/2022	Regular	0.00	14,558.08	107809
VEN02369	QUIXOTE COMMUNITIES	12/02/2022	Regular	0.00	10,634.32	107810
VEN02370	STATE OF WASHINGTON DEPARTME	12/02/2022	Regular	0.00	300.00	107811
202392	VERIZON WIRELESS	12/02/2022	Regular	0.00	3,282.92	107812

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	8	0.00	35,727.42
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
Virtual Payments	0	0	0.00	0.00
	17	8	0.00	35,727.42

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	- 35,727.42
			<u>35,727.42</u>



Shelton, WA

Check Register

Packet: APPKT02526 - DECEMBER 2, 2022 MANUAL AP
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	12/02/2022	Regular	0.00	6,645.97	107805
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>NOV/2022</u>	Invoice	11/16/2022	NOVEMBER CITY UTILITY BILLS 2022	0.00	6,645.97	
001-140-000-55430-4700		Utility Services-Animal Sh		NOVEMBER CITY UTILITY B	136.38	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	522.22	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	15.20	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	18.77	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	85.34	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	15.33	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	293.46	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	271.22	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	369.87	
001-141-000-57680-4700		Utility Services-Park		NOVEMBER CITY UTILITY B	12.56	
001-142-000-51890-4715		Utility Services-Civic Ctr		NOVEMBER CITY UTILITY B	143.02	
001-142-000-51890-4715		Utility Services-Civic Ctr		NOVEMBER CITY UTILITY B	745.28	
001-142-000-51890-4715		Utility Services-Civic Ctr		NOVEMBER CITY UTILITY B	144.67	
001-142-000-57250-4700		Utility Services-Library		NOVEMBER CITY UTILITY B	839.22	
001-142-000-57530-4700		Utility Services-Museum		NOVEMBER CITY UTILITY B	120.95	
101-000-000-54265-4700		Utility Services		NOVEMBER CITY UTILITY B	150.31	
401-000-000-53480-4700		Utility Services-Water		NOVEMBER CITY UTILITY B	22.20	
401-000-000-53480-4700		Utility Services-Water		NOVEMBER CITY UTILITY B	48.41	
401-000-000-53480-4700		Utility Services-Water		NOVEMBER CITY UTILITY B	16.74	
401-000-000-53480-4700		Utility Services-Water		NOVEMBER CITY UTILITY B	37.44	
401-000-000-53480-4700		Utility Services-Water		NOVEMBER CITY UTILITY B	16.49	
401-000-000-53480-4700		Utility Services-Water		NOVEMBER CITY UTILITY B	16.52	
401-000-000-53480-4701		Utility Services - Shop		NOVEMBER CITY UTILITY B	122.53	
401-000-000-53480-4701		Utility Services - Shop		NOVEMBER CITY UTILITY B	88.20	
401-000-000-53480-4701		Utility Services - Shop		NOVEMBER CITY UTILITY B	138.00	
401-000-000-53480-4701		Utility Services - Shop		NOVEMBER CITY UTILITY B	602.30	
402-300-000-53580-4700		Utility Services-Sewer Ma		NOVEMBER CITY UTILITY B	15.20	
402-400-000-53580-4700		Utility Services-Sewer Ma		NOVEMBER CITY UTILITY B	573.55	
402-400-000-53580-4700		Utility Services-Sewer Ma		NOVEMBER CITY UTILITY B	25.21	
402-400-000-53580-4700		Utility Services-Sewer Ma		NOVEMBER CITY UTILITY B	25.21	
402-400-000-53580-4700		Utility Services-Sewer Ma		NOVEMBER CITY UTILITY B	68.28	
402-400-000-53580-4700		Utility Services-Sewer Ma		NOVEMBER CITY UTILITY B	141.51	
402-500-000-53580-4700		Utility Services-Sewer Ma		NOVEMBER CITY UTILITY B	42.86	
402-640-000-53580-4700		Utility Services-Sewer Sat		NOVEMBER CITY UTILITY B	15.29	
402-640-000-53580-4700		Utility Services-Sewer Sat		NOVEMBER CITY UTILITY B	523.81	
402-640-000-53580-4700		Utility Services-Sewer Sat		NOVEMBER CITY UTILITY B	17.57	
402-640-000-53580-4700		Utility Services-Sewer Sat		NOVEMBER CITY UTILITY B	153.36	
404-000-000-53180-4700		Utility Services		NOVEMBER CITY UTILITY B	51.49	
018001	EMPLOYMENT SECURITY DEPT	12/02/2022	Regular	0.00	6.13	107806
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
UITAXINTERESTN	Invoice	11/01/2022	UITAXINTERESTNOV2022	0.00	6.13	
502-000-000-51778-2000		Payment to Claimants-Un		UITAXINTERESTNOV2022	6.13	
VEN02163	JOHNATHON EVANS	12/02/2022	Regular	0.00	150.00	107807

Check Register

Packet: APPKT02526-DECEMBER 2, 2022 MANUAL AP PAYMENTS

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	
CDLREIMBNOV20 Invoice		11/04/2022	CDL REIMBURSEMENT NOV 2022	0.00	150.00	
404-000-000-53180-4900		Miscellaneous		CDL REIMBURSEMENT NO	150.00	
VEN01280	MICHAEL ALBAUGH	12/02/2022	Regular	0.00	150.00	107808
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CDLREIMBDEC20 Invoice		12/01/2022	CDL REIMBURSEMENT DEC 2022	0.00	150.00	
401-000-000-53480-4900		Miscellaneous		CDL REIMBURSEMENT DEC	150.00	
151000	P. U. D. # 3	12/02/2022	Regular	0.00	14,558.08	107809
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
101097001NOV2 Invoice		11/16/2022	101097001NOV22	0.00	79.80	
101-000-000-54264-4700		Utility Services		101097001NOV22	79.80	
101155001NOV2 Invoice		11/16/2022	101155001NOV22	0.00	5,109.67	
401-000-000-53480-4700		Utility Services-Water		101155001NOV22	5,109.67	
109397001NOV2 Invoice		11/16/2022	109397001NOV22	0.00	80.25	
101-000-000-54264-4700		Utility Services		109397001NOV22	80.25	
109413001NOV2 Invoice		11/16/2022	109413001NOV22	0.00	55.96	
101-000-000-54264-4700		Utility Services		109413001NOV22	55.96	
10945 Invoice		11/16/2022	ACCT#283 DECORATIVE LIGHT POLE INSTA	0.00	3,588.65	
101-000-000-54265-4700		Utility Services		ACCT#283 DECORATIVE LI	3,588.65	
10946 Invoice		11/16/2022	ACCT#283 LIGHT POLE INSTALL	0.00	3,725.25	
101-000-000-54263-4700		Utility Services		ACCT#283 LIGHT POLE INS	3,725.25	
25911001NOV22 Invoice		11/16/2022	25911001NOV22	0.00	1,743.70	
401-000-000-53480-4700		Utility Services-Water		25911001NOV22	1,743.70	
25913001NOV22 Invoice		11/16/2022	25913001NOV22	0.00	99.66	
401-000-000-53480-4700		Utility Services-Water		25913001NOV22	99.66	
26197001NOV22 Invoice		11/16/2022	26197001NOV22	0.00	75.14	
101-000-000-54264-4700		Utility Services		26197001NOV22	75.14	
VEN02369	QUIXOTE COMMUNITIES	12/02/2022	Regular	0.00	10,634.32	107810
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
STOCKPILERELC Invoice		10/26/2022	STOCKPILERELLOCATION	0.00	4,458.26	
401-000-000-53480-3100		Office and Operating		STOCKPILERELLOCATION	4,458.26	
VETERNSVILLAGE Invoice		12/02/2022	VETERNSVILLAGEGRANT2022	0.00	6,176.06	
107-100-000-56520-4100		Professional Services - Ve		VETERNSVILLAGEGRANT20	6,176.06	
VEN02370	STATE OF WASHINGTON DEPARTME	12/02/2022	Regular	0.00	300.00	107811
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DEPOSITREFUND Invoice		10/24/2022	DEPOSITREFUNDOCT2022	0.00	300.00	
657-000-000-386000002		Community Cntr Damage		DEPOSITREFUNDOCT2022	300.00	
202392	VERIZON WIRELESS	12/02/2022	Regular	0.00	3,282.92	107812

Check Register

Packet: APPKT02526-DECEMBER 2, 2022 MANUAL AP PAYMENTS

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		
9921084363	Invoice	11/20/2022	ACCT#972465947-00001	0.00	3,282.92	
001-115-000-51895-4200	Communication		ACCT#972465947-00001		333.30	
001-118-000-52122-4200	Communication		ACCT#972465947-00001		1,978.62	
001-130-000-51810-4200	Communication		ACCT#972465947-00001		124.09	
001-132-000-51888-4200	Communication		ACCT#972465947-00001		64.97	
001-140-000-55850-4200	Communication		ACCT#972465947-00001		139.60	
001-140-000-55860-4200	Communication		ACCT#972465947-00001		48.78	
001-141-000-57680-4200	Communication		ACCT#972465947-00001		42.04	
101-000-000-54264-4200	Communications		ACCT#972465947-00001		42.04	
401-000-000-53480-4200	Communication		ACCT#972465947-00001		168.16	
402-400-000-53580-4200	Communication		ACCT#972465947-00001		294.28	
503-000-000-54865-4200	Communication		ACCT#972465947-00001		47.04	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	8	0.00	35,727.42
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
Virtual Payments	0	0	0.00	0.00
	17	8	0.00	35,727.42

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	35,727.42
			<u>35,727.42</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 number APA001698 through number APA001746 in the total amount of \$143,504.16 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 2nd of December, 2022.


Finance Director

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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02525 - DECEMBER 2, 2022 AP AUTOMATION
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
002223	ANDRITZ SEPARATION INC.	12/02/2022	Virtual Pay	0.00	731.20	APA001698
002982	APP	12/02/2022	Virtual Pay	0.00	3,087.50	APA001699
002520	ARAMARK	12/02/2022	Virtual Pay	0.00	133.36	APA001700
VEN02340	BLT SHELTON PONY, LLC	12/02/2022	Virtual Pay	0.00	400.47	APA001701
VEN01879	BRADLEY AIR COMPANY	12/02/2022	Virtual Pay	0.00	1,099.80	APA001702
005411	BUILDERS EXCHANGE OF WA INC	12/02/2022	Virtual Pay	0.00	90.00	APA001703
098000	BUILDERS FIRSTSOURCE	12/02/2022	Virtual Pay	0.00	44.57	APA001704
VEN02063	CARL TANNE	12/02/2022	Virtual Pay	0.00	140.00	APA001705
903714	CARMEN PABLO AHILON	12/02/2022	Virtual Pay	0.00	500.00	APA001706
VEN01940	CFM AUTO BODY LLC	12/02/2022	Virtual Pay	0.00	459.68	APA001707
009200	DAN RUBINO	12/02/2022	Virtual Pay	0.00	32.64	APA001708
009351	DELAGE LANDEN FINANCIAL SVCS	12/02/2022	Virtual Pay	0.00	595.16	APA001709
023078	FASTENAL COMPANY	12/02/2022	Virtual Pay	0.00	1,494.37	APA001710
039760	GOOD TO GO	12/02/2022	Virtual Pay	0.00	6.50	APA001711
045000	H.D. FOWLER COMPANY	12/02/2022	Virtual Pay	0.00	5,274.13	APA001712
045150	HACH COMPANY	12/02/2022	Virtual Pay	0.00	6,240.79	APA001713
VEN02140	HAGGARD & GANSON LLP	12/02/2022	Virtual Pay	0.00	2,337.50	APA001714
053992	HOOD CANAL COMMUNICATIONS	12/02/2022	Virtual Pay	0.00	5,358.75	APA001715
VEN01821	KITSAP GARAGE DOOR CO	12/02/2022	Virtual Pay	0.00	3,488.28	APA001716
VEN01910	LEONOR LORENZO MENDOZA	12/02/2022	Virtual Pay	0.00	300.00	APA001717
903605	MATERIALS TESTING & CONSULTING	12/02/2022	Virtual Pay	0.00	1,550.00	APA001718
132235	MOUNTAIN MIST WATER	12/02/2022	Virtual Pay	0.00	24.72	APA001719
142952	NORTH CENTRAL LABORATORIES	12/02/2022	Virtual Pay	0.00	903.89	APA001720
VEN02141	NORTHWEST CASCADE, INC.	12/02/2022	Virtual Pay	0.00	131.00	APA001721
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/02/2022	Virtual Pay	0.00	276.76	APA001722
149046	OLYMPIC LOCK & KEY	12/02/2022	Virtual Pay	0.00	21.76	APA001723
903752	O'REILLY AUTO PARTS	12/02/2022	Virtual Pay	0.00	13.80	APA001724
153500	PACIFIC LAMP & SUPPLY CO	12/02/2022	Virtual Pay	0.00	240.49	APA001725
158001	PITNEY BOWES	12/02/2022	Virtual Pay	0.00	554.51	APA001726
161052	PR DIAMOND PRODUCTS, INC.	12/02/2022	Virtual Pay	0.00	691.00	APA001727
163450	PURCHASE POWER	12/02/2022	Virtual Pay	0.00	1,191.85	APA001728
166927	RAINIER LIGHTING & ELECTRICAL	12/02/2022	Virtual Pay	0.00	114.24	APA001729
VEN02275	RDAK LLC	12/02/2022	Virtual Pay	0.00	149.00	APA001730
168450	RH2 ENGINEERING INC	12/02/2022	Virtual Pay	0.00	3,148.20	APA001731
180900	SETINA MFG. CO., INC.	12/02/2022	Virtual Pay	0.00	343.48	APA001732
188025	SHELTON VETERINARY HOSPITAL	12/02/2022	Virtual Pay	0.00	9.73	APA001733
187000	SHELTON-MASON COUNTY JOURNAL	12/02/2022	Virtual Pay	0.00	244.00	APA001734
VEN01947	STANLEY CONVERGENT SECURITY SERVICES	12/02/2022	Virtual Pay	0.00	1,083.64	APA001735
VEN01315	SYN-TECH SYSTEMS, INC.	12/02/2022	Virtual Pay	0.00	255.00	APA001736
189670	THE SHOPPER	12/02/2022	Virtual Pay	0.00	59.79	APA001737
200985	THURSTON CO PUBLIC HEALTH	12/02/2022	Virtual Pay	0.00	630.00	APA001738
201300	TOZIER BROS INC.	12/02/2022	Virtual Pay	0.00	216.12	APA001739
VEN01877	TRANSPGROUP	12/02/2022	Virtual Pay	0.00	881.25	APA001740
201875	TYLER TECHNOLOGIES	12/02/2022	Virtual Pay	0.00	94,489.24	APA001741
145325	VALVOLINE LLC	12/02/2022	Virtual Pay	0.00	101.71	APA001742
203900	WESMAR COMPANY, INC	12/02/2022	Virtual Pay	0.00	1,018.37	APA001743
053987	WESTBAY NAPA AUTO PARTS	12/02/2022	Virtual Pay	0.00	1,349.72	APA001744
025951	WILLIAMS ARCHITECTURE	12/02/2022	Virtual Pay	0.00	1,984.40	APA001745

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN02139	ZEPELIN SHIPPING & TECHNOLOGY	12/02/2022	Virtual Pay	0.00	11.79	APA001746

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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
Virtual Payments	88	49	0.00	143,504.16
	88	49	0.00	143,504.16

Virtual Payments	88	49	0.00	143,504.16
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	143,504.16
			<u>143,504.16</u>



Shelton, WA

Check Register

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PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
002223	ANDRITZ SEPARATION INC.	12/02/2022	Virtual Pay	0.00	731.20	APA001698
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
8480116311	Invoice	11/22/2022	CUST#133716 BEARING HANGER	0.00	731.20	
402-400-000-53580-3100	Office and Operating		CUST#133716 BEARING H		731.20	
002982	APP	12/02/2022	Virtual Pay	0.00	3,087.50	APA001699
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
22-695297	Invoice	11/17/2022	ACCT#AP7500158 FUEL	0.00	3,087.50	
503-250-000-58900-0001	Inventory-Gas		ACCT#AP7500158 FUEL		3,087.50	
002520	ARAMARK	12/02/2022	Virtual Pay	0.00	133.36	APA001700
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
5120126349	Invoice	11/16/2022	ACCT#792105973 TOWELS,MATS,COVERS	0.00	62.42	
402-400-000-53580-4900	Miscellaneous		ACCT#792105973 TOWELS		62.42	
5120130897	Invoice	11/23/2022	ACCT#792105972 MATS,TOWELS,COVERA	0.00	70.94	
401-000-000-53480-4901	Miscellaneous - Shop		ACCT#792105972 MATS,T		70.94	
VENO2340	BLT SHELTON PONY, LLC	12/02/2022	Virtual Pay	0.00	400.47	APA001701
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
640052	Invoice	11/15/2022	VIN# 9564 2022 FORD INTERCEPTOR	0.00	125.75	
001-118-000-52122-4805	Repairs and Maintenance		VIN# 9564 2022 FORD INT		125.75	
640096	Invoice	11/16/2022	VIN#9205 2018 FORD INTERCEPTOR MAI	0.00	274.72	
001-118-000-52122-4805	Repairs and Maintenance		VIN#9205 2018 FORD INTE		274.72	
VENO1879	BRADLEY AIR COMPANY	12/02/2022	Virtual Pay	0.00	1,099.80	APA001702
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
6116	Invoice	11/28/2022	427 W RAILROAD RTU LEAK	0.00	1,099.80	
001-142-000-57530-4100	Professional Services/Adv		427 W RAILROAD RTU LEA		1,099.80	
005411	BUILDERS EXCHANGE OF WA INC	12/02/2022	Virtual Pay	0.00	90.00	APA001703
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1073113	Invoice	11/09/2022	PUBLISH PROJECTS ONLINE	0.00	90.00	
302-000-000-59530-6300	CAPITAL IMPROVEMENT-		22-BROCKDALE PAVIN		45.00	
403-000-901-59437-6300	Landfill Closeout		"C" St. Landfill		45.00	
098000	BUILDERS FIRSTSOURCE	12/02/2022	Virtual Pay	0.00	44.57	APA001704
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
86530082	Invoice	11/28/2022	ACCT#671668 BULBS	0.00	19.57	
001-119-000-52250-3100	Office and Operating		ACCT#671668 BULBS		19.57	
86543339	Invoice	11/30/2022	ACCT#671668 CEMENT PAIL, SEALANT	0.00	25.00	
001-142-000-57250-3100	Office and Operating		ACCT#671668 CEMENT PAI		25.00	
VENO2063	CARL TANNE	12/02/2022	Virtual Pay	0.00	140.00	APA001705

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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	
1116-2022-SHELT	Invoice	11/16/2022	INTERPRETATION	11/16/22	0.00	140.00
001-112-000-51250-4106		Interpreter Expenses	22 - ITC	INTERPRETATION 11/16/2		140.00
903714	CARMEN PABLO AHILON	12/02/2022	Virtual Pay	0.00	500.00	APA001706
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
BAILREFUNDREIS	Invoice	12/01/2022	REISSUE APA001280-	STALE DATED PMT	0.00	500.00
657-000-000-58600-0010		Municipal Court Trust		REISSUE APA001280- STAL		500.00
VEN01940	CFM AUTO BODY LLC	12/02/2022	Virtual Pay	0.00	459.68	APA001707
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
908021	Invoice	11/29/2022	DECALLS FOR CAR 93		0.00	459.68
302-000-000-59421-6000		Police Capital Projects	21-POLICEVEH	DECALLS FOR CAR 93		459.68
009200	DAN RUBINO	12/02/2022	Virtual Pay	0.00	32.64	APA001708
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
94711	Invoice	11/16/2022	CHIP KEYS		0.00	32.64
001-118-000-52122-3100		Office and Operating		CHIP KEYS		32.64
009351	DELAGE LANDEN FINANCIAL SVCS	12/02/2022	Virtual Pay	0.00	595.16	APA001709
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
78245985	Invoice	11/20/2022	CONTRACT#500-50265514		0.00	162.12
402-400-000-53580-4500		Operating Rentals		CONTRACT#500-50265514		162.12
78305814	Invoice	11/23/2022	CONTRACT#25532691		0.00	270.92
001-115-000-51896-4500		Operating Rentals		CONTRACT#25532691		127.33
001-122-000-51530-4500		Operating Rentals		CONTRACT#25532691		13.55
001-140-000-55860-4500		Operating Rentals		CONTRACT#25532691		130.04
78305817	Invoice	11/23/2022	CONTRACT#25536642		0.00	162.12
401-000-000-53480-4500		Operating Rentals		CONTRACT#25536642		162.12
023078	FASTENAL COMPANY	12/02/2022	Virtual Pay	0.00	1,494.37	APA001710
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM209127	Invoice	11/17/2022	CUST#WATUM1991 MISC SUPPLIES		0.00	423.10
001-118-000-52122-3100		Office and Operating		CUST#WATUM1991 MISC		423.10
WATUM209247	Invoice	11/22/2022	CUST#WATUM1961 MISC		0.00	407.48
401-000-000-53480-3100		Office and Operating		CUST#WATUM1961 MISC		407.48
WATUM209248	Invoice	11/22/2022	CUST#WATUM1039 MISC		0.00	68.16
402-400-000-53580-3100		Office and Operating		CUST#WATUM1039 MISC		68.16
WATUM209249	Invoice	11/22/2022	CUST#WATUM1962 CYBERLIGHT		0.00	162.22
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 CYBER		162.22
WATUM209320	Invoice	11/28/2022	CUST#WATUM1962 MISC		0.00	217.63
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 MISC		217.63
WATUM209321	Invoice	11/28/2022	CUST#WATUM1961 MISC		0.00	215.78
401-000-000-53480-3100		Office and Operating		CUST#WATUM1961 MISC		215.78
039760	GOOD TO GO	12/02/2022	Virtual Pay	0.00	6.50	APA001711
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
51839278	Invoice	11/06/2022	59478D CUST#11511823		0.00	6.50
402-400-000-53580-4900		Miscellaneous		59478D CUST#11511823		6.50
045000	H.D. FOWLER COMPANY	12/02/2022	Virtual Pay	0.00	5,274.13	APA001712

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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		
6263934	Invoice	11/08/2022	ACCT#194680 STOCK	0.00	2,171.59	
401-000-000-53480-3100	Office and Operating		ACCT#194680 STOCK		2,171.59	
6263937	Invoice	11/08/2022	ACCT#194680 BRASS STOCK	0.00	1,501.53	
401-000-000-53480-3100	Office and Operating		ACCT#194680 BRASS STOC		1,501.53	
6265360	Invoice	11/09/2022	ACCT#194680 STOCK	0.00	496.34	
401-000-000-53480-3100	Office and Operating		ACCT#194680 STOCK		496.34	
6269214	Invoice	11/15/2022	ACCT#194680 STOCK	0.00	1,104.67	
401-000-000-53480-3100	Office and Operating		ACCT#194680 STOCK		1,104.67	
045150	HACH COMPANY	12/02/2022	Virtual Pay	0.00	6,240.79	APA001713
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
13350134	Invoice	11/21/2022	ACCT#170152 SENSORS	0.00	6,240.79	
401-000-000-53480-4800	Repairs and Maintenance		ACCT#170152 SENSORS		1,513.43	
402-400-000-53580-4800	Repairs and Maintenance		ACCT#170152 SENSORS		4,727.36	
VENO2140	HAGGARD & GANSON LLP	12/02/2022	Virtual Pay	0.00	2,337.50	APA001714
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
310	Invoice	12/01/2022	SHELT.001E GENERAL COUNSEL NOV 2022	0.00	2,337.50	
001-122-000-51530-4100	Professional Services/Adv		SHELT.001E GENERAL COU		2,337.50	
053992	HOOD CANAL COMMUNICATIONS	12/02/2022	Virtual Pay	0.00	5,358.75	APA001715
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
10773039	Invoice	12/01/2022	ACCT#00017664-7	0.00	4,268.30	
001-132-000-51888-4200	Communication		ACCT#00017664-7		188.85	
001-132-000-51888-4200	Communication		ACCT#00017664-7		63.95	
001-132-000-51888-4200	Communication		ACCT#00017664-7		180.00	
001-132-000-51888-4200	Communication		ACCT#00017664-7		270.00	
001-132-000-51888-4801	Repairs and Maintenance		ACCT#00017664-7		405.50	
401-000-000-53480-4201	Communication - Shop		ACCT#00017664-7		180.00	
401-000-000-53480-4201	Communication - Shop		ACCT#00017664-7		1,260.00	
402-400-000-53580-4200	Communication		ACCT#00017664-7		180.00	
402-400-000-53580-4200	Communication		ACCT#00017664-7		1,540.00	
10775284	Invoice	12/01/2022	ACCT#00003840-2	0.00	1,090.45	
001-119-000-52250-4200	Communication		ACCT#00003840-2		102.00	
001-120-000-51310-4200	Communication		ACCT#00003840-2		0.12	
001-130-000-51810-4200	Communication		ACCT#00003840-2		41.07	
001-140-000-55430-4200	Communication - Animal		ACCT#00003840-2		32.47	
001-142-000-51890-4215	Communication-Civic Cen		ACCT#00003840-2		812.55	
401-000-000-53480-4201	Communication - Shop		ACCT#00003840-2		102.12	
402-400-000-53580-4200	Communication		ACCT#00003840-2		0.12	
VENO1821	KITSAP GARAGE DOOR CO	12/02/2022	Virtual Pay	0.00	3,488.28	APA001716
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
111494	Invoice	11/21/2022	SPRINGS	0.00	1,990.98	
001-119-000-52250-3100	Office and Operating		SPRINGS		1,990.98	
111497	Invoice	11/21/2022	SPRINGS FOR CENTER DOOR	0.00	1,497.30	
001-119-000-52250-3100	Office and Operating		SPRINGS FOR CENTER DO		1,497.30	
VENO1910	LEONOR LORENZO MENDOZA	12/02/2022	Virtual Pay	0.00	300.00	APA001717

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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	
DEPOSITREFUND	Invoice	12/01/2022	VOID & REISSUE STALE DATED PMT APA00	0.00	300.00	
657-000-000-386000002		Community Cntr Damage		VOID & REISSUE STALE DAT	300.00	
903605	MATERIALS TESTING & CONSULTING	12/02/2022	Virtual Pay	0.00	1,550.00	APA001718
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6208	Invoice	11/18/2022	CITY PARKING LOT SVCS	0.00	1,550.00	
302-000-000-59565-6300		PARKING FACILITIES-Cons	19-CITYPRKLOT	CITY PARKING LOT SVCS	1,550.00	
132235	MOUNTAIN MIST WATER	12/02/2022	Virtual Pay	0.00	24.72	APA001719
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005080390	Invoice	11/17/2022	ACCT#088436 POLICE	0.00	24.72	
001-118-000-52122-3100		Office and Operating		ACCT#088436 POLICE	24.72	
142952	NORTH CENTRAL LABORATORIES	12/02/2022	Virtual Pay	0.00	903.89	APA001720
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
479101	Invoice	11/14/2022	ACCT#42215 MISC	0.00	903.89	
402-400-000-53580-3100		Office and Operating		ACCT#42215 MISC	903.89	
VEN02141	NORTHWEST CASCADE, INC.	12/02/2022	Virtual Pay	0.00	131.00	APA001721
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0553156522	Invoice	11/16/2022	CUST#228916 799 HARVARD AVE	0.00	131.00	
001-141-000-57680-4500		Operating Rentals		CUST#228916 799 HARVA	131.00	
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/02/2022	Virtual Pay	0.00	276.76	APA001722
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
275008472001	Credit Memo	11/03/2022	ACCT#28972108 RETURN SUPPLIES	0.00	-107.29	
402-400-000-53580-3100		Office and Operating		ACCT#28972108 RETURN S	-107.29	
277105464001	Invoice	11/09/2022	ACCT#28972108 PLANNERS, PAPER, INK	0.00	384.05	
001-111-000-51421-3100		Office and Operating		ACCT#28972108 PLANNER	108.78	
001-111-000-51423-3100		Office and Operating		ACCT#28972108 PLANNER	220.88	
001-130-000-51810-3100		Office and Operating		ACCT#28972108 PLANNER	54.39	
149046	OLYMPIC LOCK & KEY	12/02/2022	Virtual Pay	0.00	21.76	APA001723
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
18717	Invoice	11/30/2022	DUPLICATE KEYS 55405D	0.00	21.76	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		DUPLICATE KEYS 55405D	21.76	
903752	O'REILLY AUTO PARTS	12/02/2022	Virtual Pay	0.00	13.80	APA001724
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3718-387336	Invoice	11/30/2022	ACCT#1371774 CAPSULE 55405D	0.00	13.80	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT#1371774 CAPSULE 5	13.80	
153500	PACIFIC LAMP & SUPPLY CO	12/02/2022	Virtual Pay	0.00	240.49	APA001725
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
860167	Invoice	11/28/2022	CUST#23733-1 NOV ORDER	0.00	240.49	
001-141-000-57680-3100		Office and Operating		CUST#23733-1 NOV ORDE	60.54	
001-142-000-57250-3100		Office and Operating		CUST#23733-1 NOV ORDE	179.95	
158001	PITNEY BOWES	12/02/2022	Virtual Pay	0.00	554.51	APA001726

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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	
3316622997	Invoice	11/25/2022	ACCT#0016679919 MAIL SYSTEM LEASE	0.00	554.51	
001-142-000-51890-4515		Operating Rentals-Civic Ct		ACCT#0016679919 MAIL S	554.51	
161052	PR DIAMOND PRODUCTS, INC.	12/02/2022	Virtual Pay	0.00	691.00	APA001727
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0063178-IN	Invoice	11/30/2022	CUST#A009GVQ MULTI PURPOSE BLADE	0.00	691.00	
401-000-000-53480-3100		Office and Operating		CUST#A009GVQ MULTI PU	691.00	
163450	PURCHASE POWER	12/02/2022	Virtual Pay	0.00	1,191.85	APA001728
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
80009000113670	Invoice	11/25/2022	ACCT#8000-9000-1136-7046	0.00	1,191.85	
001-111-000-51421-4200		Communication		ACCT#8000-9000-1136-70	380.00	
001-111-000-51423-4200		Communication		ACCT#8000-9000-1136-70	45.00	
001-142-000-51890-4215		Communication-Civic Cen		ACCT#8000-9000-1136-70	766.85	
166927	RAINIER LIGHTING & ELECTRICAL	12/02/2022	Virtual Pay	0.00	114.24	APA001729
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
567808-1	Invoice	11/21/2022	ACCT#1001006	0.00	114.24	
001-142-000-57250-3100		Office and Operating		ACCT#1001006	114.24	
VEN02275	RDAK LLC	12/02/2022	Virtual Pay	0.00	149.00	APA001730
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10162393	Credit Memo	09/29/2022	ACCT#3403 BATTERY 19906D	0.00	-140.30	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT#3403 BATTERY 1990	-140.30	
10162699	Invoice	10/27/2022	ACCT#3403 BATTERY 19933D	0.00	149.00	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT#3403 BATTERY 1993	149.00	
180080923	Invoice	11/22/2022	ACCT#3403 BATTERY 19969D	0.00	140.30	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT#3403 BATTERY 1996	140.30	
168450	RH2 ENGINEERING INC	12/02/2022	Virtual Pay	0.00	3,148.20	APA001731
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
88257	Invoice	11/22/2022	BROCKDALE RD RESURFACING	0.00	2,051.44	
302-000-000-59530-4101		CAPITAL Streets/Road-Pro	22-BROCKDALE PAVIN	BROCKDALE RD RESURFACI	2,051.44	
88258	Invoice	11/11/2022	SAFE ROUTES TO SCHOOL CROSSWALK IM	0.00	1,096.76	
302-000-000-59561-4101		CAPITAL Streets/Sidewalk	22-SAFERTE2SCHOOL	SAFE ROUTES TO SCHOOL	1,096.76	
180900	SETINA MFG. CO., INC.	12/02/2022	Virtual Pay	0.00	343.48	APA001732
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
255357	Invoice	11/22/2022	CUST# WAWSSHE002 FENDER WRAP UNI	0.00	343.48	
001-118-000-52122-4805		Repairs and Maintenance		CUST# WAWSSHE002 FEN	343.48	
180825	SHELTON VETERINARY HOSPITAL	12/02/2022	Virtual Pay	0.00	9.73	APA001733
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SERVICECHARGE	Invoice	11/01/2022	SERVICE CHARGE	0.00	9.73	
001-140-000-55430-4100		Professional Services/Adv		SERVICE CHARGE	9.73	
187000	SHELTON-MASON COUNTY JOURNA	12/02/2022	Virtual Pay	0.00	244.00	APA001734

Check Register

Packet: APPKT02525-DECEMBER 2, 2022 AP AUTOMATION PAYMENTS

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	
116703	Invoice	11/17/2022	STORMWATER CODE NOTICE	0.00	45.00	
001-110-000-51160-4100		Professional Services/Adv		STORMWATER CODE NOTI	45.00	
116896	Invoice	11/24/2022	ADOPTING 2023 BUDGET	0.00	45.00	
001-110-000-51160-4100		Professional Services/Adv		ADOPTING 2023 BUDGET	45.00	
116897	Invoice	11/24/2022	WATER SYSTEM COMP PLAN UPDATE	0.00	75.00	
001-110-000-51160-4100		Professional Services/Adv		WATER SYSTEM COMP PLA	75.00	
3996SUBSCRIPTI	Invoice	11/14/2022	ANNUAL SUBSCRIPTION 3996 SHELTON P	0.00	79.00	
001-118-000-52122-3100		Office and Operating		ANNUAL SUBSCRIPTION 39	79.00	
VEN01947	STANLEY CONVERGENT SECURITY SC	12/02/2022	Virtual Pay	0.00	1,083.64	APA001735
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6002952602	Invoice	11/09/2022	ACCT#10676583 ANNUAL SPRINKLER INS	0.00	1,083.64	
001-142-000-51890-4115		Professional Serv/Adverti		ACCT#10676583 ANNUAL	1,083.64	
VEN01315	SYN-TECH SYSTEMS, INC.	12/02/2022	Virtual Pay	0.00	255.00	APA001736
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
258636	Invoice	11/16/2022	ACCT#SHELWA LEGACY SOFTWARE	0.00	255.00	
503-000-000-54865-4801		Repairs and Maintenance		ACCT#SHELWA LEGACY SO	255.00	
189670	THE SHOPPER	12/02/2022	Virtual Pay	0.00	59.79	APA001737
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
54946	Invoice	11/21/2022	DATER STAMP	0.00	59.79	
001-111-000-51421-3100		Office and Operating		DATER STAMP	59.79	
200985	THURSTON CO PUBLIC HEALTH	12/02/2022	Virtual Pay	0.00	630.00	APA001738
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
LABFEESSEP22REI	Invoice	12/01/2022	REISSUE APA001334-STALE DATED PMT	0.00	630.00	
401-000-000-53480-4100		Professional Services/Adv		REISSUE APA001334-STALE	630.00	
201300	TOZIER BROS INC.	12/02/2022	Virtual Pay	0.00	216.12	APA001739
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
460451	Invoice	11/16/2022	CUST#20090 PIPE GROUT, U BOLT	0.00	9.44	
402-400-000-53580-3100		Office and Operating		CUST#20090 PIPE GROUT,	9.44	
460609	Invoice	11/29/2022	CUST#20090 LIGHTS, GUTTER HOOKS	0.00	74.39	
401-000-000-53480-3100		Office and Operating		CUST#20090 LIGHTS, GUT	74.39	
460612	Invoice	11/29/2022	CUST#20090 BATTERYACCURECHRG	0.00	15.49	
001-142-000-51890-3115		Office and Operating-Civi		CUST#20090 BATTERYACC	15.49	
460619	Invoice	11/29/2022	CUST#20090 LIGHTER	0.00	9.35	
401-000-000-53480-3100		Office and Operating		CUST#20090 LIGHTER	9.35	
460623	Invoice	11/29/2022	CUST#20090 TIMER, GUTTER HOOKS	0.00	20.43	
401-000-000-53480-3100		Office and Operating		CUST#20090 TIMER, GUTT	20.43	
460650	Invoice	11/30/2022	CUST#20090 ENGINE OIL	0.00	87.02	
101-000-000-54230-3100		Office and Operating		CUST#20090 ENGINE OIL	43.51	
401-000-000-53480-3100		Office and Operating		CUST#20090 ENGINE OIL	43.51	
VEN01877	TRANSPGROUP	12/02/2022	Virtual Pay	0.00	881.25	APA001740
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
29280	Invoice	11/22/2022	CITY PARKING LOT ENGINEERING SVCS	0.00	881.25	
302-000-000-59565-4100		PARKING FACILITIES-Profe	19-CITYPRKLOT	CITY PARKING LOT ENGINE	881.25	

Check Register

Packet: APPKT02525-DECEMBER 2, 2022 AP AUTOMATION PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
201875	TYLER TECHNOLOGIES	12/02/2022	Virtual Pay	0.00	94,489.24	APA001741
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
025-397833	Invoice	10/12/2022	CUST#48155 TYLER TRAINING	0.00	7,164.48	
001-115-000-51895-4907	Miscellaneous-Training		CUST#48155 TYLER TRAINI		2,794.15	
001-121-000-51430-4907	Miscellaneous-Clerk-Train		CUST#48155 TYLER TRAINI		1,074.67	
001-140-000-52460-4907	Miscellaneous-Training		CUST#48155 TYLER TRAINI		1,074.67	
001-140-000-55850-4907	Miscellaneous-Training		CUST#48155 TYLER TRAINI		2,220.99	
025-397834	Invoice	10/12/2022	CUST#48155 VIRTUAL LABS	0.00	1,813.34	
001-115-000-51895-4907	Miscellaneous-Training		CUST#48155 VIRTUAL LAB		707.20	
001-121-000-51430-4907	Miscellaneous-Clerk-Train		CUST#48155 VIRTUAL LAB		272.00	
001-140-000-52460-4907	Miscellaneous-Training		CUST#48155 VIRTUAL LAB		272.00	
001-140-000-55850-4907	Miscellaneous-Training		CUST#48155 VIRTUAL LAB		562.14	
025-401075	Invoice	11/10/2022	CUST#48155 INCODE ANNUAL FEES	0.00	85,351.42	
001-111-000-51421-4100	Professional Services/Adv		CUST#48155 INCODE ANN		10,061.82	
001-111-000-51423-4100	Professional Services/Adv		CUST#48155 INCODE ANN		13,969.92	
001-115-000-51896-4100	Professional Services/Adv		CUST#48155 INCODE ANN		16,880.74	
001-121-000-51430-4100	Professional Services/Adv		CUST#48155 INCODE ANN		6,752.29	
001-130-000-51810-4100	Professional Services/Adv		CUST#48155 INCODE ANN		8,943.36	
001-140-000-52460-4100	CODE ENFORCEMENT-Pro		CUST#48155 INCODE ANN		12,762.12	
001-140-000-55850-4100	Professional Services/Adv		CUST#48155 INCODE ANN		13,504.59	
001-141-000-57680-4100	Professional Services/Adv		CUST#48155 INCODE ANN		561.36	
101-000-000-54230-4100	Professional Services/Adv		CUST#48155 INCODE ANN		1,618.03	
401-000-000-53480-4100	Professional Services/Adv		CUST#48155 INCODE ANN		132.08	
402-300-000-53580-4100	Professional Services/Adv		CUST#48155 INCODE ANN		66.04	
404-000-000-53180-4105	Professional Services/Adv		CUST#48155 INCODE ANN		99.07	
025-401886	Invoice	12/01/2022	CUST#48155 UTILITY BILLING	0.00	160.00	
001-111-000-51421-4100	Professional Services/Adv		CUST#48155 UTILITY BILLI		160.00	
145325	VALVOLINE LLC	12/02/2022	Virtual Pay	0.00	101.71	APA001742
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
255282	Invoice	11/26/2022	69988D OIL CHANGE 2022 INTERCEPTOR	0.00	101.71	
001-118-000-52122-4805	Repairs and Maintenance		69988D OIL CHANGE 2022		101.71	
203900	WESMAR COMPANY, INC	12/02/2022	Virtual Pay	0.00	1,018.37	APA001743
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
305392	Invoice	11/23/2022	CUST#31175 SODIUM HYPOCHLORITE	0.00	1,018.37	
401-000-000-53480-3104	Office and Operating-Chl		CUST#31175 SODIUM HYP		1,018.37	
053987	WESTBAY NAPA AUTO PARTS	12/02/2022	Virtual Pay	0.00	1,349.72	APA001744
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
014275	Invoice	11/18/2022	ACCT#4296 UNIT 16 OXYGEN SENSOR	0.00	72.65	
001-118-000-52122-3110	Office & Operating-Auto		ACCT#4296 UNIT 16 OXYG		72.65	
014523	Invoice	11/21/2022	ACCT#4296 UNIT 90	0.00	589.18	
001-118-000-52122-3110	Office & Operating-Auto		ACCT#4296 UNIT 90		589.18	
014595	Invoice	11/22/2022	ACCT#4296 BLISTER PACK CAPS CAR 79	0.00	39.07	
001-118-000-52122-3110	Office & Operating-Auto		ACCT#4296 BLISTER PACK		39.07	
014678	Invoice	11/23/2022	ACCT#4296 OIL SEAL 19976D	0.00	38.80	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		ACCT#4296 OIL SEAL 1997		38.80	
014717	Invoice	11/23/2022	ACCT#4296 19976D PARTS	0.00	137.33	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		ACCT#4296 19976D PARTS		137.33	
014769	Invoice	11/23/2022	ACCT#4296 GAS PUMP NOZZLE	0.00	54.06	
503-000-000-54865-4801	Repairs and Maintenance		ACCT#4296 GAS PUMP NO		54.06	
015030	Invoice	11/28/2022	ACCT#4296 OIL 19917D	0.00	134.18	
503-000-000-54865-3101	Vehicle Supplies		ACCT#4296 OIL 19917D		71.28	

Check Register

Packet: APPKT02525-DECEMBER 2, 2022 AP AUTOMATION PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
503-000-000-54865-3102		Oper Supplies-Parts	ACCT#4296 OIL 19917D		15.37	
503-000-000-54865-3103		Vehicle Supp-EM&R Vehic	ACCT#4296 OIL 19917D		47.53	
015176	Invoice	11/29/2022	ACCT#4296 BATTERY 67805D	0.00	157.92	
503-000-000-54865-3102		Oper Supplies-Parts	ACCT#4296 BATTERY 6780		157.92	
015222	Invoice	11/29/2022	ACCT#4296 WIPER BLADES	0.00	110.09	
503-000-000-54865-3101		Vehicle Supplies	ACCT#4296 WIPER BLADES		66.05	
503-000-000-54865-3103		Vehicle Supp-EM&R Vehic	ACCT#4296 WIPER BLADES		44.04	
015308	Invoice	11/29/2022	ACCT#4296 LAMP 55405D	0.00	16.44	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V	ACCT#4296 LAMP 55405D		16.44	
025951	WILLIAMS ARCHITECTURE	12/02/2022	Virtual Pay	0.00	1,984.40	APA001745
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2021026-04	Invoice	11/22/2022	PW LAYDOWN YARD PLANNING	0.00	1,984.40	
401-000-000-53480-4100		Professional Services/Adv	21-MAINTFACEXP	PW LAYDOWN YARD PLAN	1,984.40	
VEN02139	ZEPELIN SHIPPING & TECHNOLOGY	12/02/2022	Virtual Pay	0.00	11.79	APA001746
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PACKAGEID#9285	Invoice	11/28/2022	TACOMA CRIME LAB	0.00	11.79	
001-118-000-52122-4200		Communication		TACOMA CRIME LAB	11.79	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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
Virtual Payments	88	49	0.00	143,504.16
	88	49	0.00	143,504.16

Virtual Payments	88	49	0.00	143,504.16
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	143,504.16
			<u>143,504.16</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 voucher number 107832 in the total amount of \$4,137.00 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 6th of December, 2022.


Finance Director

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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02533 - DECEMBER 6, 2022 WALMART SHOP
WITH A COP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01426	WALMART STORE	12/06/2022	Regular	0.00	4,137.00	107832

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	4,137.00
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
Virtual Payments	0	0	0.00	0.00
	1	1	0.00	4,137.00

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	4,137.00
			<u>4,137.00</u>



Shelton, WA

Check Register

Packet: APPKT02533 - DECEMBER 6, 2022 WALMART SHOP
WITH A COP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01426	WALMART STORE	12/06/2022	Regular	0.00	4,137.00	107832
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
SHOPWITHACOP Invoice	12/06/2022	SHOPWITHACOP2022		0.00	4,137.00	
001-118-000-52122-3100	Office and Operating		SHOPWITHACOP2022		4,137.00	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	4,137.00
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
Virtual Payments	0	0	0.00	0.00
	1	1	0.00	4,137.00

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	4,137.00
			<u>4,137.00</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 number 107850 through number 107859 in the total amount of \$16,436.34 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 8th of December, 2022.


Finance Director

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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02538 - DECEMBER 9, 2022 MANUAL AP
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
009595	DEPT. OF LICENSING	12/09/2022	Regular	0.00	54.00	107850
VEN02372	GREAT BEND CENTER FOR MUSIC	12/09/2022	Regular	0.00	5,000.00	107851
VEN01755	MASON COUNTY GARBAGE	12/09/2022	Regular	0.00	213.27	107852
VEN01938	MASON COUNTY JAIL	12/09/2022	Regular	0.00	7,548.00	107853
VEN02099	MATHEW DUNCAN	12/09/2022	Regular	0.00	150.00	107854
151000	P. U. D. # 3	12/09/2022	Regular	0.00	76.25	107855
164899	QWEST DBA CENTURYLINK	12/09/2022	Regular	0.00	974.26	107856
VEN02374	REYES CORRALES, JUAN CARLOS	12/09/2022	Regular	0.00	1,000.00	107857
VEN02373	THE OPTICAL SHOP OF WA, INC	12/09/2022	Regular	0.00	106.08	107858
202392	VERIZON WIRELESS	12/09/2022	Regular	0.00	1,314.48	107859

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	10	0.00	16,436.34
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
Virtual Payments	0	0	0.00	0.00
	13	10	0.00	16,436.34

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	16,436.34
			<u>16,436.34</u>



Shelton, WA

Check Register

Packet: APPKT02538 - DECEMBER 9, 2022 MANUAL AP
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
009595	DEPT. OF LICENSING	12/09/2022	Regular	0.00	54.00	107850
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SHP220049	Invoice	12/07/2022	CLARK JAMES ALEXANDER	0.00	18.00	
657-000-000-58600-0007		Concealed Pistol Permits		CLARK JAMES ALEXANDER	18.00	
SHP220050	Invoice	11/22/2022	ROGER LOUIS BLANKENSHIP	0.00	18.00	
657-000-000-58600-0007		Concealed Pistol Permits		ROGER LOUIS BLANKENSHI	18.00	
SHP220052	Invoice	11/30/2022	REGINALD JAMES HEARN	0.00	18.00	
657-000-000-58600-0007		Concealed Pistol Permits		REGINALD JAMES HEARN	18.00	
VEN02372	GREAT BEND CENTER FOR MUSIC	12/09/2022	Regular	0.00	5,000.00	107851
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
LTACGRANTDEC2	Invoice	12/07/2022	LTACGRANTDEC2022	0.00	5,000.00	
108-000-000-57390-4109		Prov Serv-"Borders"-A Cel		LTACGRANTDEC2022	5,000.00	
VEN01755	MASON COUNTY GARBAGE	12/09/2022	Regular	0.00	213.27	107852
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOVEMBER/2022	Invoice	12/08/2022	NOVEMBER 2022 DEBT COLLECTION	0.00	213.27	
657-000-000-58940-0000		Mason County Garbage C		NOVEMBER 2022 DEBT CO	213.27	
VEN01938	MASON COUNTY JAIL	12/09/2022	Regular	0.00	7,548.00	107853
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
Q32022ADDITIO	Invoice	12/08/2022	Q32022ADDITIONALFEES	0.00	7,548.00	
001-123-000-52360-4103		Professional Services/Adv		Q32022ADDITIONALFEES	7,548.00	
VEN02099	MATHEW DUNCAN	12/09/2022	Regular	0.00	150.00	107854
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CDLPHYSICALREI	Invoice	12/06/2022	CDLPHYSICALREIMBDEC22	0.00	150.00	
404-000-000-53180-4900		Miscellaneous		CDLPHYSICALREIMBDEC22	150.00	
151000	P. U. D. # 3	12/09/2022	Regular	0.00	76.25	107855
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
109441001NOV2	Invoice	11/28/2022	109441001NOV22	0.00	76.25	
101-000-000-54264-4700		Utility Services		109441001NOV22	76.25	
164899	QWEST DBA CENTURYLINK	12/09/2022	Regular	0.00	974.26	107856
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
360Z260219722B	Invoice	11/26/2022	360Z260219722BNOV22	0.00	974.26	
401-000-000-53480-4201		Communication - Shop		360Z260219722BNOV22	135.43	
402-300-000-53580-4200		Communication		360Z260219722BNOV22	56.84	
402-400-000-53580-4200		Communication		360Z260219722BNOV22	327.81	
402-400-000-53580-4200		Communication		360Z260219722BNOV22	191.74	
402-640-000-53580-4200		Communication		360Z260219722BNOV22	262.44	
VEN02374	REYES CORRALES, JUAN CARLOS	12/09/2022	Regular	0.00	1,000.00	107857

Check Register

Packet: APPKT02538-DECEMBER 9, 2022 MANUAL AP PAYMENTS

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	
BAILREFUNDDEC	Invoice	12/06/2022	BAILREFUNDDEC2022		0.00	1,000.00
657-000-000-58600-0010		Municipal Court Trust		BAILREFUNDDEC2022		1,000.00

VEN02373	THE OPTICAL SHOP OF WA, INC	12/09/2022	Regular	0.00	106.08	107858
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INSPECTIONFEER	Invoice	12/07/2022	INSPECTIONFEEREFUND		0.00	106.08
001-000-000-322900004		Fire Operational Permits		INSPECTIONFEEREFUND		100.00
001-000-000-369910001		Misc - Technology Fee		INSPECTIONFEEREFUND		4.00
001-000-000-369910002		Misc - Credit Card Surcha		INSPECTIONFEEREFUND		2.08

202392	VERIZON WIRELESS	12/09/2022	Regular	0.00	1,314.48	107859
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9921268774	Invoice	11/23/2022	34207821900001NOV22		0.00	451.70
001-115-000-51895-4200		Communication		34207821900001NOV22		283.16
401-000-000-53480-4200		Communication		34207821900001NOV22		88.52
402-400-000-53580-4200		Communication		34207821900001NOV22		80.02
9921365736	Invoice	11/23/2022	94208439200001NOV22		0.00	862.78
001-110-000-51160-4200		Communication		94208439200001NOV22		369.98
001-111-000-51423-4200		Communication		94208439200001NOV22		52.96
001-112-000-51250-4200		Communication	22 - ITC	94208439200001NOV22		52.96
001-112-000-51250-4200		Communication		94208439200001NOV22		52.96
001-120-000-51310-4200		Communication		94208439200001NOV22		145.93
001-121-000-51430-4200		Communication		94208439200001NOV22		52.96
001-130-000-51810-4200		Communication		94208439200001NOV22		52.96
001-140-000-55850-4200		Communication		94208439200001NOV22		52.96
001-142-000-51830-4200		Communication		94208439200001NOV22		29.11

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	10	0.00	16,436.34
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
Virtual Payments	0	0	0.00	0.00
	13	10	0.00	16,436.34

Virtual Payments	0	0	0.00	0.00
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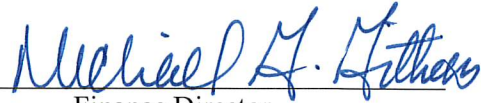
Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	16,436.34
			<u>16,436.34</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 number APA001747 through number APA001794 in the total amount of \$227,811.16 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 8th of December, 2022.



Finance Director

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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02537 - DECEMBER 9, 2022 AP AUTOMATION
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
000050	AAA SEPTIC LLC	12/09/2022	Virtual Pay	0.00	100.00	APA001747
VEN01748	ALLEGIANCE COMPRESSOR SERVICE	12/09/2022	Virtual Pay	0.00	412.65	APA001748
001480	ALPINE PRODUCTS INC.	12/09/2022	Virtual Pay	0.00	845.02	APA001749
VEN02368	ANASTASIA BLAKLEY	12/09/2022	Virtual Pay	0.00	1,815.00	APA001750
002520	ARAMARK	12/09/2022	Virtual Pay	0.00	133.36	APA001751
003655	BATTERIES PLUS	12/09/2022	Virtual Pay	0.00	82.68	APA001752
VEN02340	BLT SHELTON PONY, LLC	12/09/2022	Virtual Pay	0.00	459.66	APA001753
VEN01879	BRADLEY AIR COMPANY	12/09/2022	Virtual Pay	0.00	2,023.19	APA001754
098000	BUILDERS FIRSTSOURCE	12/09/2022	Virtual Pay	0.00	141.35	APA001755
005900	CAPITAL BUSINESS MACHINES	12/09/2022	Virtual Pay	0.00	195.82	APA001756
VEN02371	CARL T. MADSEN INC	12/09/2022	Virtual Pay	0.00	412.63	APA001757
108679	CENTRAL MASON FIRE AND EMS	12/09/2022	Virtual Pay	0.00	124,832.47	APA001758
007570	CIT	12/09/2022	Virtual Pay	0.00	401.48	APA001759
007634	CITY OF FORKS	12/09/2022	Virtual Pay	0.00	1,320.00	APA001760
VEN02285	CONSEJO COUNSELING & REFERRAL	12/09/2022	Virtual Pay	0.00	6,000.00	APA001761
009231	DARREN PARSE	12/09/2022	Virtual Pay	0.00	240.00	APA001762
009251	DATAPROSE LLC	12/09/2022	Virtual Pay	0.00	2,471.46	APA001763
009576	DEPT OF ENTERPRISE SRVS	12/09/2022	Virtual Pay	0.00	32.64	APA001764
VEN01592	EDGAR JERONIMO PABLO	12/09/2022	Virtual Pay	0.00	360.00	APA001765
023078	FASTENAL COMPANY	12/09/2022	Virtual Pay	0.00	771.02	APA001766
VEN01406	FERGUSON WATERWORKS	12/09/2022	Virtual Pay	0.00	7,034.64	APA001767
080980	GILLIARDI LOGGING & CONSTRUCTI	12/09/2022	Virtual Pay	0.00	100.00	APA001768
039760	GOOD TO GO	12/09/2022	Virtual Pay	0.00	6.50	APA001769
045000	H.D. FOWLER COMPANY	12/09/2022	Virtual Pay	0.00	151.96	APA001770
VEN02276	JAMES N DOCTER	12/09/2022	Virtual Pay	0.00	2,000.00	APA001771
070000	JIM'S AUTO REPAIR & TOWING	12/09/2022	Virtual Pay	0.00	92.48	APA001772
085995	LANGUAGE LINE SERVICES	12/09/2022	Virtual Pay	0.00	84.73	APA001773
087799	LEMAY MOBILE SHREDDING	12/09/2022	Virtual Pay	0.00	28.14	APA001774
108850	MASON COUNTY GARBAGE CO.-A V	12/09/2022	Virtual Pay	0.00	3,522.57	APA001775
112000	MASON COUNTY SHERIFF DEPT	12/09/2022	Virtual Pay	0.00	21,717.50	APA001776
132235	MOUNTAIN MIST WATER	12/09/2022	Virtual Pay	0.00	5.95	APA001777
903584	RIGHT SYSTEMS	12/09/2022	Virtual Pay	0.00	17,511.39	APA001778
178231	SEAN CARNEY	12/09/2022	Virtual Pay	0.00	72.00	APA001779
180900	SETINA MFG. CO., INC.	12/09/2022	Virtual Pay	0.00	81.16	APA001780
187000	SHELTON-MASON COUNTY JOURNA	12/09/2022	Virtual Pay	0.00	45.00	APA001781
VEN01895	SKOKOMISH INDIAN TRIBE	12/09/2022	Virtual Pay	0.00	660.00	APA001782
VEN01334	SUEZ TREATMENT SOLUTIONS INC.	12/09/2022	Virtual Pay	0.00	2,895.98	APA001783
VEN01315	SYN-TECH SYSTEMS, INC.	12/09/2022	Virtual Pay	0.00	379.03	APA001784
178252	TASCHNER LAW, PLLC	12/09/2022	Virtual Pay	0.00	10,583.00	APA001785
189670	THE SHOPPER	12/09/2022	Virtual Pay	0.00	20.17	APA001786
VEN01972	THOMAS A FURRER	12/09/2022	Virtual Pay	0.00	1,500.00	APA001787
201100	TITUS-WILL	12/09/2022	Virtual Pay	0.00	1,557.76	APA001788
201300	TOZIER BROS INC.	12/09/2022	Virtual Pay	0.00	4.33	APA001789
202340	UTILITIES UNDERGROUND LOCATIO	12/09/2022	Virtual Pay	0.00	56.76	APA001790
203030	WASHINGTON STATE PATROL	12/09/2022	Virtual Pay	0.00	13.25	APA001791
203780	WATER MGMNT LABORATORIES INC	12/09/2022	Virtual Pay	0.00	6,217.00	APA001792
053987	WESTBAY NAPA AUTO PARTS	12/09/2022	Virtual Pay	0.00	99.85	APA001793

Check Register

Packet: APPKT02537-DECEMBER 9, 2022 AP AUTOMATION PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
155563	YOUNGLOVE & COKER-PLLC	12/09/2022	Virtual Pay	0.00	8,319.58	APA001794

Bank Code APBNK-Main Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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
Virtual Payments	93	48	0.00	227,811.16
	93	48	0.00	227,811.16

Virtual Payments	93	48	0.00	227,811.16
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	227,811.16
			<u>227,811.16</u> ✓



Shelton, WA

Check Register

Packet: APPKT02537 - DECEMBER 9, 2022 AP AUTOMATION
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
000050	AAA SEPTIC LLC	12/09/2022	Virtual Pay	0.00	100.00	APA001747
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
69891	Invoice	12/01/2022	DISC GOLF COURSE PORTA POTTY RENTAL	0.00	100.00	
001-141-000-57680-4500	Operating Rentals		DISC GOLF COURSE PORTA		100.00	
VEN01748	ALLEGIANCE COMPRESSOR SERVICE	12/09/2022	Virtual Pay	0.00	412.65	APA001748
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1446	Invoice	11/04/2022	BELT & PRESSURE SWITCH REPAIR	0.00	412.65	
001-119-000-52250-4100	Professional Services/Adv		BELT & PRESSURE SWITCH		412.65	
001480	ALPINE PRODUCTS INC.	12/09/2022	Virtual Pay	0.00	845.02	APA001749
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
TM-213575	Invoice	11/16/2022	YELLOW PAINT, BLACK DRY SOLVENT	0.00	845.02	
302-000-000-59530-6300	CAPITAL IMPROVEMENT-		18-WGATE (formerly) YELLOW PAINT, BLACK DRY		845.02	
VEN02368	ANASTASIA BLAKLEY	12/09/2022	Virtual Pay	0.00	1,815.00	APA001750
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
19	Invoice	11/30/2022	00075 REYES MOLINA VPO DV 2A032952	0.00	427.50	
001-122-000-51593-4101	LEGAL - OPD Grant Public		00075 REYES MOLINA VPO		427.50	
2	Invoice	10/31/2022	00075 REYES MOLINA VPO-DV 2A032952	0.00	30.00	
001-122-000-51593-4101	LEGAL - OPD Grant Public		00075 REYES MOLINA VPO		30.00	
20	Invoice	11/30/2022	00066 MCCOY 53758C	0.00	22.50	
001-122-000-51593-4101	LEGAL - OPD Grant Public		00066 MCCOY 53758C		22.50	
3	Invoice	10/31/2022	00069-MILLER 54144C	0.00	757.50	
001-122-000-51593-4101	LEGAL - OPD Grant Public		00069-MILLER 54144C		757.50	
4	Invoice	10/31/2022	00066 MCCOY 53758C	0.00	577.50	
001-122-000-51593-4101	LEGAL - OPD Grant Public		00066 MCCOY 53758C		577.50	
002520	ARAMARK	12/09/2022	Virtual Pay	0.00	133.36	APA001751
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
5120130905	Invoice	11/23/2022	ACCT#792105973 COVERALLS,MATS,TOW	0.00	62.42	
402-400-000-53580-4900	Miscellaneous		ACCT#792105973 COVERA		62.42	
5120135566	Invoice	11/30/2022	ACCT#792105972 COVERALLS,MATS,TOW	0.00	70.94	
401-000-000-53480-4901	Miscellaneous - Shop		ACCT#792105972 COVERA		70.94	
003655	BATTERIES PLUS	12/09/2022	Virtual Pay	0.00	82.68	APA001752
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
P57658544	Invoice	12/05/2022	CUST#3604325193 BATTERIES	0.00	82.68	
402-640-000-53580-3100	Office and Operating		CUST#3604325193 BATTE		82.68	
VEN02340	BLT SHELTON PONY, LLC	12/09/2022	Virtual Pay	0.00	459.66	APA001753
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
516761	Invoice	10/25/2022	ACCT# 55003 UNIT 19 LOCK CYLINDER	0.00	56.62	
001-118-000-52122-4805	Repairs and Maintenance		ACCT# 55003 UNIT 19 LOC		56.62	
640185	Invoice	11/18/2022	UNIT 80 VIN#7853 MAINTENANCE	0.00	84.00	

Check Register

Packet: APPKT02537-DECEMBER 9, 2022 AP AUTOMATION PAYMENTS.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-118-000-52122-4805		Repairs and Maintenance	UNIT 80 VIN#7853 MAINT		84.00	
640392	Invoice	11/30/2022	59481D MIANTENANCE	0.00	78.07	
001-118-000-52122-4805		Repairs and Maintenance	59481D MIANTENANCE		78.07	
640393	Invoice	11/30/2022	UNIT 38 VIN#0433 MAINTENANCE	0.00	78.07	
001-118-000-52122-4805		Repairs and Maintenance	UNIT 38 VIN#0433 MAINT		78.07	
640526	Invoice	12/06/2022	UNIT 207 VIN#3818 MAINTENANCE	0.00	81.45	
001-118-000-52122-4805		Repairs and Maintenance	UNIT 207 VIN#3818 MAIN		81.45	
640533	Invoice	12/06/2022	UNIT 206 VIN#5172 MAINTENANCE	0.00	81.45	
001-118-000-52122-4805		Repairs and Maintenance	UNIT 206 VIN#5172 MAIN		81.45	
VEN01879	BRADLEY AIR COMPANY	12/09/2022	Virtual Pay	0.00	2,023.19	APA001754
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6156	Invoice	12/06/2022	WWTP HEATER REPAIR	0.00	2,023.19	
402-400-000-53580-3100		Office and Operating		WWTP HEATER REPAIR	2,023.19	
098000	BUILDERS FIRSTSOURCE	12/09/2022	Virtual Pay	0.00	141.35	APA001755
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
86546055	Invoice	12/01/2022	ACCT#671668 CABLE TIES	0.00	58.71	
401-000-000-53480-3100		Office and Operating		ACCT#671668 CABLE TIES	58.71	
86568147	Invoice	12/06/2022	ACCT#671668 CLOTH ROLL, SCREEN	0.00	82.64	
401-000-000-53480-3100		Office and Operating		ACCT#671668 CLOTH ROLL	82.64	
005900	CAPITAL BUSINESS MACHINES	12/09/2022	Virtual Pay	0.00	195.82	APA001756
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV118471	Invoice	09/08/2022	CONTRACT# 12221-01 MUNI COURT	0.00	84.31	
001-112-000-51250-4500		Operating Rentals		CONTRACT# 12221-01 MU	84.31	
INV118472	Invoice	09/08/2022	CONTRACT# CN1692-01 MUNI COURT	0.00	11.01	
001-112-000-51250-4500		Operating Rentals		CONTRACT# CN1692-01 M	11.01	
INV121924	Invoice	10/06/2022	CONTRACT# 12221-01 MUNI COURT	0.00	87.79	
001-112-000-51250-4500		Operating Rentals		CONTRACT# 12221-01 MU	87.79	
INV121925	Invoice	10/06/2022	CONTRACT# CN1692-01 MUNI COURT	0.00	12.71	
001-112-000-51250-4500		Operating Rentals		CONTRACT# CN1692-01 M	12.71	
VEN02371	CARL T. MADSEN INC	12/09/2022	Virtual Pay	0.00	412.63	APA001757
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
108497	Invoice	06/24/2022	LIBRARY DUCT SENSOR REPAIR	0.00	412.63	
001-142-000-57250-4100		Professional Services/Adv		LIBRARY DUCT SENSOR RE	412.63	
108679	CENTRAL MASON FIRE AND EMS	12/09/2022	Virtual Pay	0.00	124,832.47	APA001758
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DECEMBER/2022	Invoice	12/01/2022	DECEMBER 2022 FIRE SERVICES	0.00	124,832.47	
001-119-000-52220-4103		Prof FF Services-Fire Dist		DECEMBER 2022 FIRE SER	86,291.21	
001-119-000-52221-4103		Prof EMS Services-Fire Di		DECEMBER 2022 FIRE SER	28,763.76	
001-119-000-52230-4103		Prof Svcs Fire Prevention-		DECEMBER 2022 FIRE SER	5,000.00	
001-119-000-52260-4100		Professional Serv - CMFE		DECEMBER 2022 FIRE SER	4,777.50	
007570	CIT	12/09/2022	Virtual Pay	0.00	401.48	APA001759
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
41241214	Invoice	11/24/2022	CUST#2300086269 COPIER	0.00	401.48	
001-118-000-52122-4500		Operating Rentals		CUST#2300086269 COPIER	401.48	
007634	CITY OF FORKS	12/09/2022	Virtual Pay	0.00	1,320.00	APA001760

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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		
2457	Invoice	12/02/2022	ACCT#00109 PRISONER BOARD BILL NOV	0.00	1,320.00	
001-123-000-52360-4103	Professional Services/Adv		ACCT#00109 PRISONER BO		1,320.00	
VEN02285	CONSEJO COUNSELING & REFERRAL	12/09/2022	Virtual Pay	0.00	6,000.00	APA001761
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
11	Invoice	12/02/2022	COUNSELING SERVICES DEC 2022	0.00	6,000.00	
001-112-000-51250-4109	Other Professional Servic	22 - ITC	COUNSELING SERVICES DE		6,000.00	
009231	DARREN PARSE	12/09/2022	Virtual Pay	0.00	240.00	APA001762
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INTERPRETATION	Invoice	12/07/2022	INTERPRETATION12072022	0.00	240.00	
001-112-000-51250-4106	Interpreter Expenses		INTERPRETATION1207202		240.00	
009251	DATAPROSE LLC	12/09/2022	Virtual Pay	0.00	2,471.46	APA001763
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
DP2205111	Invoice	11/30/2022	ACCT#1397 NOVEMBER STATEMENTS	0.00	2,471.46	
001-111-000-51421-4100	Professional Services/Adv		ACCT#1397 NOVEMBER ST		487.36	
001-111-000-51421-4200	Communication		ACCT#1397 NOVEMBER ST		1,984.10	
009576	DEPT OF ENTERPRISE SRVS	12/09/2022	Virtual Pay	0.00	32.64	APA001764
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
731118796	Invoice	11/23/2022	ACCT#22301-000 CALENDARS	0.00	32.64	
001-111-000-51423-3100	Office and Operating		ACCT#22301-000 CALEND		32.64	
VEN01592	EDGAR JERONIMO PABLO	12/09/2022	Virtual Pay	0.00	360.00	APA001765
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
36	Invoice	12/06/2022	MAM INTERPRETATION 11/30/22	0.00	140.00	
001-112-000-51250-4106	Interpreter Expenses	22 - ITC	MAM INTERPRETATION 11		140.00	
INTERPRETATION	Invoice	12/07/2022	INTERPRETATION12072022	0.00	220.00	
001-112-000-51250-4106	Interpreter Expenses		INTERPRETATION1207202		220.00	
023078	FASTENAL COMPANY	12/09/2022	Virtual Pay	0.00	771.02	APA001766
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
WATUM209373	Invoice	11/29/2022	CUST#WATUM1962 WONDER GRIP INSUL	0.00	103.73	
402-400-000-53580-3100	Office and Operating		CUST#WATUM1962 WON		103.73	
WATUM209460	Invoice	11/30/2022	CUST#WATUM1961 KNIFE, HEAD LAMP	0.00	162.44	
401-000-000-53480-3100	Office and Operating		CUST#WATUM1961 KNIFE,		162.44	
WATUM209461	Invoice	11/30/2022	CUST#WATUM1962 MISC	0.00	504.85	
402-400-000-53580-3100	Office and Operating		CUST#WATUM1962 MISC		504.85	
VEN01406	FERGUSON WATERWORKS	12/09/2022	Virtual Pay	0.00	7,034.64	APA001767
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1150766	Invoice	11/07/2022	CUST#57007 MILLIKEN VALVE	0.00	2,215.28	
402-400-000-53580-4800	Repairs and Maintenance		CUST#57007 MILLIKEN VAL		2,215.28	
1154437	Invoice	11/08/2022	CUST#57007 VALVES	0.00	1,294.35	
402-640-000-53580-4800	Repairs and Maintenance		CUST#57007 VALVES		1,294.35	
1155340	Invoice	12/01/2022	CUST#57007 BOXES/COVERS	0.00	3,525.01	
401-000-000-53480-3100	Office and Operating		CUST#57007 BOXES/COVE		3,525.01	
080980	GILLIARDI LOGGING & CONSTRUCTI	12/09/2022	Virtual Pay	0.00	100.00	APA001768

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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	
16597	Invoice	11/14/2022	VACTOR WASTE TICKET#237623	0.00	50.00	
404-000-000-53180-3100		Office and Operating		VACTOR WASTE TICKET#23	50.00	
16623	Invoice	11/16/2022	VACTOR WASTE TICKET#237768	0.00	50.00	
404-000-000-53180-3100		Office and Operating		VACTOR WASTE TICKET#23	50.00	
039760	GOOD TO GO	12/09/2022	Virtual Pay	0.00	6.50	APA001769
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
54722841	Invoice	11/22/2022	CUST#11588183 LIC#73790D	0.00	6.50	
001-118-000-52122-3100		Office and Operating		CUST#11588183 LIC#7379	6.50	
045000	H.D. FOWLER COMPANY	12/09/2022	Virtual Pay	0.00	151.96	APA001770
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16276854	Invoice	11/28/2022	ACCT#194680 GASKET	0.00	151.96	
402-400-000-53580-3100		Office and Operating		ACCT#194680 GASKET	151.96	
VEN02276	JAMES N DOCTER	12/09/2022	Virtual Pay	0.00	2,000.00	APA001771
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11	Invoice	12/02/2022	COURT FACILITATOR SERVICES DEC 2022	0.00	2,000.00	
001-112-000-51250-4109		Other Professional Servic	22 - ITC	COURT FACILITATOR SERVI	2,000.00	
070000	JIM'S AUTO REPAIR & TOWING	12/09/2022	Virtual Pay	0.00	92.48	APA001772
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24936	Invoice	10/21/2022	SPD TOW 67808D	0.00	92.48	
001-118-000-52122-4100		Patrol-Professional Servic		SPD TOW 67808D	92.48	
085995	LANGUAGE LINE SERVICES	12/09/2022	Virtual Pay	0.00	84.73	APA001773
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10691435	Invoice	11/30/2022	ACCT#9020943082 INTERPRETATION	0.00	64.38	
001-118-000-52122-4100		Patrol-Professional Servic		ACCT#9020943082 INTERP	64.38	
10691488	Invoice	11/30/2022	ACCT#9020514029 INTERPRETATION	0.00	20.35	
001-112-000-51250-4106		Interpreter Expenses		ACCT#9020514029 INTERP	20.35	
087799	LEMAY MOBILE SHREDDING	12/09/2022	Virtual Pay	0.00	28.14	APA001774
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
47735085185	Invoice	12/01/2022	ACCT# 2185-952778-1166	0.00	28.14	
001-112-000-51250-4109		Other Professional Servic		ACCT# 2185-952778-1166	28.14	
108850	MASON COUNTY GARBAGE CO.-A V	12/09/2022	Virtual Pay	0.00	3,522.57	APA001775
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
73865885149	Invoice	12/01/2022	ACCT#2149-30135	0.00	292.83	
001-142-000-51890-4715		Utility Services-Civic Ctr		ACCT#2149-30135	292.83	
73866675149	Invoice	12/01/2022	ACCT# 2149-30714	0.00	108.00	
001-142-000-57250-4700		Utility Services-Library		ACCT# 2149-30714	108.00	
73867705149	Invoice	12/01/2022	ACCT# 2149-56141	0.00	36.00	
001-142-000-51890-4715		Utility Services-Civic Ctr		ACCT# 2149-56141	36.00	
73877045149	Invoice	12/01/2022	ACCT#2149-204368	0.00	32.30	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT#2149-204368	32.30	
73877225149	Invoice	12/01/2022	ACCT#2149-204402	0.00	149.63	
402-640-000-53580-4700		Utility Services-Sewer Sat		ACCT#2149-204402	149.63	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
73879265149	Invoice	12/01/2022	ACCT#2149-204783	0.00	193.68	
001-119-000-52250-4700	Utility Services		ACCT#2149-204783		193.68	
73882565149	Invoice	12/01/2022	ACCT#2149-205337	0.00	865.23	
402-400-000-53580-4700	Utility Services-Sewer Ma		ACCT#2149-205337		865.23	
73884095149	Invoice	12/01/2022	ACCT#2149-205584	0.00	32.30	
402-400-000-53580-4700	Utility Services-Sewer Ma		ACCT#2149-205584		32.30	
73889975149	Invoice	12/01/2022	ACCT#2149-206560	0.00	48.42	
001-142-000-57530-4700	Utility Services-Museum		ACCT#2149-206560		48.42	
73891255149	Invoice	12/01/2022	ACCT# 2149-206771	0.00	598.53	
001-142-000-51890-4715	Utility Services-Civic Ctr		ACCT# 2149-206771		598.53	
73893675149	Invoice	12/01/2022	ACCT#2149-207155	0.00	299.26	
001-142-000-57250-4700	Utility Services-Library		ACCT#2149-207155		299.26	
73894915149	Invoice	12/01/2022	ACCT#2149-207351	0.00	48.42	
001-140-000-55430-4700	Utility Services-Animal Sh		ACCT#2149-207351		48.42	
73895625149	Invoice	12/01/2022	ACCT#2149-207565	0.00	689.95	
001-141-000-57680-4700	Utility Services-Park		ACCT#2149-207565		206.99	
101-000-000-54230-4700	Road & Street Maint - Util		ACCT#2149-207565		96.59	
401-000-000-53480-4700	Utility Services-Water		ACCT#2149-207565		96.59	
402-300-000-53580-4700	Utility Services-Sewer Ma		ACCT#2149-207565		96.59	
404-000-000-53180-4700	Utility Services		ACCT#2149-207565		96.59	
503-000-000-54865-4700	Equip Maint & Rental - U		ACCT#2149-207565		96.60	
73895635149	Invoice	12/01/2022	ACCT#2149-207568	0.00	78.00	
001-141-000-57680-4700	Utility Services-Park		ACCT#2149-207568		13.00	
101-000-000-54230-4700	Road & Street Maint - Util		ACCT#2149-207568		13.00	
401-000-000-53480-4700	Utility Services-Water		ACCT#2149-207568		13.00	
402-300-000-53580-4700	Utility Services-Sewer Ma		ACCT#2149-207568		13.00	
404-000-000-53180-4700	Utility Services		ACCT#2149-207568		13.00	
503-000-000-54865-4700	Equip Maint & Rental - U		ACCT#2149-207568		13.00	
73896415149	Invoice	12/01/2022	ACCT#2149-209143	0.00	50.02	
402-400-000-53580-4700	Utility Services-Sewer Ma		ACCT#2149-209143		50.02	
112000	MASON COUNTY SHERIFF DEPT	12/09/2022	Virtual Pay	0.00	21,717.50	APA001776
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DECEMBER/2022	Invoice	12/01/2022	JAIL INMATE BEDS/BOOKING FEES	0.00	21,717.50	
001-123-000-52360-4103	Professional Services/Adv		JAIL INMATE BEDS/BOOKI		21,717.50	
132235	MOUNTAIN MIST WATER	12/09/2022	Virtual Pay	0.00	5.95	APA001777
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005108810	Invoice	12/05/2022	ACCT#074484 PUBLIC WORKS SHOP	0.00	5.95	
401-000-000-53480-3100	Office and Operating		ACCT#074484 PUBLIC WO		5.95	
903584	RIGHT SYSTEMS	12/09/2022	Virtual Pay	0.00	17,511.39	APA001778
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CREDITDEC2022	Credit Memo	12/06/2022	CREDITDEC2022	0.00	-1,819.13	
001-132-000-51888-4100	Data Processing-Prof Svcs		CREDITDEC2022		-1,819.13	
SI-178418	Invoice	11/30/2022	CUST# COS006 MSFT CSP MONTHLY BILLI	0.00	3,889.09	
001-132-000-51888-4100	Data Processing-Prof Svcs		CUST# COS006 MSFT CSP		3,889.09	
SI-178430	Invoice	11/30/2022	CUST#COS006 MICROSOFT LICENSE	0.00	3,438.61	
001-111-000-51423-4100	Professional Services/Adv		CUST#COS006 MICROSOFT		3,438.61	
SI-178463	Invoice	12/02/2022	CUST# COS006 MANAGED SVCS DEC 2022	0.00	12,002.82	
001-132-000-51888-4100	Data Processing-Prof Svcs		CUST# COS006 MANAGED		12,002.82	
178231	SEAN CARNEY	12/09/2022	Virtual Pay	0.00	72.00	APA001779

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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	
KIMUDONOV202	Invoice	12/07/2022	KIMUDONOV2022		0.00	72.00
001-141-000-57120-4100			Professional Services/Adv	KIMUDONOV2022		72.00
180900	SETINA MFG. CO., INC.	12/09/2022	Virtual Pay	0.00	81.16	APA001780
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
255799	Invoice	11/30/2022	CUST# WAWSSHE002 CARGO KIT UNIT 79	0.00	81.16	
001-118-000-52122-3110			Office & Operating-Auto	CUST# WAWSSHE002 CAR		81.16
187000	SHELTON-MASON COUNTY JOURNA	12/09/2022	Virtual Pay	0.00	45.00	APA001781
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
116895	Invoice	11/24/2022	2023 AD VALOREM TAXES	0.00	45.00	
001-110-000-51160-4100			Professional Services/Adv	2023 AD VALOREM TAXES		45.00
VEN01895	SKOKOMISH INDIAN TRIBE	12/09/2022	Virtual Pay	0.00	660.00	APA001782
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REGISTRATIONFE	Invoice	12/07/2022	REGISTRATIONFEEDEC2022	0.00	660.00	
001-000-000-347600002			Rec Fees-Art, Youth Sport	REGISTRATIONFEEDEC202		660.00
VEN01334	SUEZ TREATMENT SOLUTIONS INC.	12/09/2022	Virtual Pay	0.00	2,895.98	APA001783
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
901753287	Invoice	09/20/2022	ACCT#510148	0.00	2,895.98	
402-400-000-53580-3100			Office and Operating	ACCT#510148		2,895.98
VEN01315	SYN-TECH SYSTEMS, INC.	12/09/2022	Virtual Pay	0.00	379.03	APA001784
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
259087	Invoice	11/28/2022	ACCT#SHELWA UNIT 790	0.00	379.03	
001-118-000-52122-3110			Office & Operating-Auto	ACCT#SHELWA UNIT 790		379.03
178252	TASCHNER LAW, PLLC	12/09/2022	Virtual Pay	0.00	10,583.00	APA001785
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12	Invoice	12/02/2022	ITC PUBLIC DEFENDER SERVICE	0.00	1,500.00	
001-122-000-51593-4101			LEGAL - OPD Grant Public	ITC PUBLIC DEFENDER SER		1,500.00
DECEMBER/2022	Invoice	12/01/2022	PUBLIC DEFENSE SERVICES	0.00	9,083.00	
001-122-000-51593-4100			Public Defense/Adult Mis	PUBLIC DEFENSE SERVICES		9,083.00
189670	THE SHOPPER	12/09/2022	Virtual Pay	0.00	20.17	APA001786
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
55099	Invoice	12/07/2022	DISCONNECT DOOR HANGERS	0.00	20.17	
001-111-000-51421-4100			Professional Services/Adv	DISCONNECT DOOR HANG		20.17
VEN01972	THOMAS A FURRER	12/09/2022	Virtual Pay	0.00	1,500.00	APA001787
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DECEMBER/2022	Invoice	12/01/2022	MONTHLY SECURITY SERVICES	0.00	1,500.00	
001-112-000-51250-4109			Other Professional Servic	MONTHLY SECURITY SERVI		1,500.00
201100	TITUS-WILL	12/09/2022	Virtual Pay	0.00	1,557.76	APA001788
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2633074	Invoice	12/07/2022	UNIT 01 COOLANT, RADIATOR	0.00	727.28	
001-118-000-52122-3110			Office & Operating-Auto	UNIT 01 COOLANT, RADIAT		727.28

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2633128	Invoice	12/07/2022	UNIT 16 SPARK PLUG, WIRE KIT, HOSE	0.00	830.48	
001-118-000-52122-3110		Office & Operating-Auto	UNIT 16 SPARK PLUG, WIR		830.48	
201300	TOZIER BROS INC.	12/09/2022	Virtual Pay	0.00	4.33	APA001789
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
460736	Invoice	12/05/2022	CUST#20090 UPHOLSTERY NAIL	0.00	4.33	
503-000-000-54865-3100		Office and Operating	CUST#20090 UPHOLSTERY		4.33	
202340	UTILITIES UNDERGROUND LOCATIO	12/09/2022	Virtual Pay	0.00	56.76	APA001790
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2110226	Invoice	11/30/2022	ACCT#100100 EXCAVATION NOTICES NOV	0.00	56.76	
401-000-000-53480-4100		Professional Services/Adv		ACCT#100100 EXCAVATIO	18.92	
402-400-000-53580-4100		Professional Services/Adv		ACCT#100100 EXCAVATIO	18.92	
404-000-000-53180-4100		Prof Serv-Stormwater Im		ACCT#100100 EXCAVATIO	18.92	
203030	WASHINGTON STATE PATROL	12/09/2022	Virtual Pay	0.00	13.25	APA001791
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
123003169	Invoice	12/02/2022	ACCT# SHE301 BACKGROUND CHECKS NO	0.00	13.25	
001-118-000-52122-4100		Patrol-Professional Servic		ACCT# SHE301 BACKGROU	13.25	
203780	WATER MGMNT LABORATORIES INC	12/09/2022	Virtual Pay	0.00	6,217.00	APA001792
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
207810	Invoice	11/23/2022	ACCT#AS201R 11/01/22 TESTS	0.00	438.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R 11/01/22 T	438.00	
207943	Invoice	11/30/2022	ACCT#AS201R 10/03/22 TESTS	0.00	715.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R 10/03/22 T	715.00	
207944	Invoice	11/30/2022	ACCT#AS201R 10/05/22 TESTS	0.00	4,574.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R 10/05/22 T	4,574.00	
207945	Invoice	11/30/2022	ACCT#AS201R 11/01/22 TESTS	0.00	392.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R 11/01/22 T	392.00	
208025	Invoice	11/30/2022	ACCT#AS201R 11/08/22 TESTS	0.00	98.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R 11/08/22 T	98.00	
053987	WESTBAY NAPA AUTO PARTS	12/09/2022	Virtual Pay	0.00	99.85	APA001793
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
015971	Invoice	12/05/2022	ACCT#4296 OIL 19932D	0.00	75.02	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT#4296 OIL 19932D	75.02	
016198	Invoice	12/07/2022	ACCT#4296 V HI POWER IND V BELT	0.00	24.83	
402-400-000-53580-3100		Office and Operating		ACCT#4296 V HI POWER I	24.83	
155563	YOUNGLOVE & COKER-PLLC	12/09/2022	Virtual Pay	0.00	8,319.58	APA001794

Check Register

Packet: APPKT02537-DECEMBER 9, 2022 AP AUTOMATION PAYMENTS.

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		
20501-001NOV2	Invoice	11/25/2022	PROSECUTING ATTORNEY SERVICES	0.00	8,319.58	
001-122-000-51530-4101	Prof Serv - Prosecutor		PROSECUTING ATTORNEY		8,319.58	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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
Virtual Payments	93	48	0.00	227,811.16
	93	48	0.00	227,811.16

Virtual Payments	93	48	0.00	227,811.16
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	227,811.16
			<u>227,811.16</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 number 107861 through number 107866 in the total amount of \$47,590.75 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims. Signed this 15th of December, 2022.


Finance Director

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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02544 - DECEMBER 16, 2022 MANUAL AP
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
006400	CASCADE NATURAL GAS	12/16/2022	Regular	0.00	5,607.69	107861
009595	DEPT. OF LICENSING	12/16/2022	Regular	0.00	36.00	107862
VEN01883	MICHELLE SUTHERLAND	12/16/2022	Regular	0.00	253.04	107863
151000	P. U. D. # 3	12/16/2022	Regular	0.00	37,363.47	107864
202195	U.S. BANK N.A.-CUSTODY	12/16/2022	Regular	0.00	46.00	107865
203035	WASHINGTON ST. TREASURER	12/16/2022	Regular	0.00	4,284.55	107866

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	41	6	0.00	47,590.75
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
Virtual Payments	0	0	0.00	0.00
	41	6	0.00	47,590.75

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	47,590.75
			<u>47,590.75</u>



Shelton, WA

Check Register

Packet: APPKT02544 - DECEMBER 16, 2022 MANUAL AP
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
006400	CASCADE NATURAL GAS	12/16/2022	Regular	0.00	5,607.69	107861
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
01912100003DEC	Invoice	12/05/2022	01912100003DEC22		0.00	235.00
001-140-000-55430-4700		Utility Services-Animal Sh		01912100003DEC22		235.00
07912100000DEC	Invoice	12/05/2022	07912100000DEC22		0.00	716.11
001-142-000-57250-4700		Utility Services-Library		07912100000DEC22		716.11
31538372017DEC	Invoice	12/05/2022	31538372017DEC22		0.00	1,716.99
402-400-000-53580-4700		Utility Services-Sewer Ma		31538372017DEC22		1,716.99
53617506497DEC	Invoice	12/05/2022	53617506497DEC22		0.00	123.08
401-000-000-53480-4701		Utility Services - Shop		53617506497DEC22		123.08
70912100008DEC	Invoice	12/05/2022	70912100008DEC22		0.00	991.99
401-000-000-53480-4701		Utility Services - Shop		70912100008DEC22		991.99
80912100007DEC	Invoice	12/05/2022	80912100007DEC22		0.00	84.41
401-000-000-53480-4701		Utility Services - Shop		80912100007DEC22		84.41
88112100008DEC	Invoice	12/05/2022	88112100008DEC22		0.00	642.83
001-142-000-51890-4715		Utility Services-Civic Ctr		88112100008DEC22		642.83
90912100006DEC	Invoice	12/05/2022	90912100006DEC22		0.00	1,097.28
401-000-000-53480-4701		Utility Services - Shop		90912100006DEC22		1,097.28
009595	DEPT. OF LICENSING	12/16/2022	Regular	0.00	36.00	107862
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SHP220053	Invoice	12/07/2022	DIANE LOUISE SCHEELKE		0.00	18.00
657-000-000-58600-0007		Concealed Pistol Permits		DIANE LOUISE SCHEELKE		18.00
SHP220054	Invoice	12/07/2022	MARC RICHARD LANPHEAR		0.00	18.00
657-000-000-58600-0007		Concealed Pistol Permits		MARC RICHARD LANPHEA		18.00
VEN01883	MICHELLE SUTHERLAND	12/16/2022	Regular	0.00	253.04	107863
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REIMBDEC2022	Invoice	12/15/2022	EMPLOYEE CHRISTMAS 2022		0.00	253.04
001-120-000-51310-3102		Employee Recognition		EMPLOYEE CHRISTMAS 20		253.04
151000	P. U. D. # 3	12/16/2022	Regular	0.00	37,363.47	107864
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
101001DEC22	Invoice	12/06/2022	101001DEC22		0.00	84.16
101-000-000-54264-4700		Utility Services		101001DEC22		84.16
18515001DEC22	Invoice	12/06/2022	18515001DEC22		0.00	70.62
402-300-000-53580-4700		Utility Services-Sewer Ma		18515001DEC22		70.62
250321001DEC22	Invoice	12/06/2022	250321001DEC22		0.00	64.15
101-000-000-54270-4700		Utility Services-Roadside		250321001DEC22		64.15
25911002DEC22	Invoice	12/06/2022	25911002DEC22		0.00	92.55
101-000-000-54264-4700		Utility Services		25911002DEC22		92.55
25911003DEC22	Invoice	12/06/2022	25911003DEC22		0.00	99.44
001-141-000-57680-4700		Utility Services-Park		25911003DEC22		99.44
25911005DEC22	Invoice	12/08/2022	25911005DEC22		0.00	66.04
402-640-000-53580-4700		Utility Services-Sewer Sat		25911005DEC22		66.04

Check Register

Packet: APPKT02544-DECEMBER 16, 2022 MANUAL AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
259409001DEC22	Invoice	12/06/2022	259409001DEC22	0.00	14,023.70	
402-400-000-53580-4700	Utility Services-Sewer Ma		259409001DEC22		14,023.70	
26551001DEC22	Invoice	12/06/2022	26551001DEC22	0.00	1,738.02	
402-400-000-53580-4700	Utility Services-Sewer Ma		26551001DEC22		1,738.02	
26717001DEC22	Invoice	12/06/2022	26717001DEC22	0.00	127.18	
401-000-000-53480-4701	Utility Services - Shop		26717001DEC22		127.18	
26729001DEC22	Invoice	12/06/2022	26729001DEC22	0.00	524.24	
401-000-000-53480-4700	Utility Services-Water		26729001DEC22		524.24	
26857001DEC22	Invoice	12/06/2022	26857001DEC22	0.00	28.68	
101-000-000-54265-4700	Utility Services		26857001DEC22		28.68	
27639001DEC22	Invoice	12/06/2022	27639001DEC22	0.00	488.67	
001-142-000-57530-4700	Utility Services-Museum		27639001DEC22		488.67	
277201001DEC22	Invoice	12/07/2022	277201001DEC22	0.00	172.73	
401-000-000-53480-4700	Utility Services-Water		277201001DEC22		172.73	
277201002DEC22	Invoice	12/08/2022	277201002DEC22	0.00	156.35	
401-000-000-53480-4700	Utility Services-Water		277201002DEC22		156.35	
27837001DEC22	Invoice	12/06/2022	27837001DEC22	0.00	1,922.65	
101-000-000-54263-4700	Utility Services		27837001DEC22		1,922.65	
27839002DEC22	Invoice	12/06/2022	27839002DEC22	0.00	10,024.42	
101-000-000-54263-4700	Utility Services		27839002DEC22		10,024.42	
28249001DEC22	Invoice	12/07/2022	28249001DEC22	0.00	3,106.64	
001-142-000-51890-4715	Utility Services-Civic Ctr		28249001DEC22		3,106.64	
30003001DEC22	Invoice	12/06/2022	30003001DEC22	0.00	200.29	
001-141-000-57680-4700	Utility Services-Park		30003001DEC22		200.29	
30003002DEC22	Invoice	12/06/2022	30003002DEC22	0.00	1,054.29	
402-400-000-53580-4700	Utility Services-Sewer Ma		30003002DEC22		1,054.29	
32453001DEC22	Invoice	12/06/2022	32453001DEC22	0.00	69.84	
001-141-000-57680-4700	Utility Services-Park		32453001DEC22		69.84	
35199001DEC22	Invoice	12/06/2022	35199001DEC22	0.00	183.39	
001-140-000-55430-4700	Utility Services-Animal Sh		35199001DEC22		183.39	
35201001DEC22	Invoice	12/06/2022	35201001DEC22	0.00	1,800.60	
401-000-000-53480-4700	Utility Services-Water		35201001DEC22		1,800.60	
35337001DEC22	Invoice	12/06/2022	35337001DEC22	0.00	78.66	
101-000-000-54264-4700	Utility Services		35337001DEC22		78.66	
35665001DEC22	Invoice	12/06/2022	35665001DEC22	0.00	636.03	
001-142-000-57250-4700	Utility Services-Library		35665001DEC22		636.03	
45451001DEC22	Invoice	12/06/2022	45451001DEC22	0.00	215.21	
401-000-000-53480-4700	Utility Services-Water		45451001DEC22		215.21	
46051001DEC22	Invoice	12/06/2022	46051001DEC22	0.00	129.99	
401-000-000-53480-4700	Utility Services-Water		46051001DEC22		129.99	
47009001DEC22	Invoice	12/06/2022	47009001DEC22	0.00	62.66	
402-300-000-53580-4700	Utility Services-Sewer Ma		47009001DEC22		62.66	
8511001DEC22	Invoice	12/07/2022	8511001DEC22	0.00	142.27	
401-000-000-53480-4700	Utility Services-Water		8511001DEC22		142.27	
202195	U.S. BANK N.A.-CUSTODY	12/16/2022	Regular	0.00	46.00	107865
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
CUSTODYCHARGE	Invoice	11/30/2022	CUSTODYCHARGESNOV22	0.00	46.00	
001-111-000-51423-4100	Professional Services/Adv		CUSTODYCHARGESNOV22		46.00	
203035	WASHINGTON ST. TREASURER	12/16/2022	Regular	0.00	4,284.55	107866

Check Register

Packet: APPKT02544-DECEMBER 16, 2022 MANUAL AP PAYMENTS

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		
NOV/2022	Invoice	11/30/2022	NOV 2022 STATE FINES	0.00	4,284.55	
657-000-000-58600-0006	State Fines & Forfeits		NOV 2022 STATE FINES		4,284.55	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	41	6	0.00	47,590.75
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
Virtual Payments	0	0	0.00	0.00
	41	6	0.00	47,590.75

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	47,590.75
			<u>47,590.75</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 number APA001795 through number APA001833 in the total amount of \$922,876.90 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 16th of December, 2022.


Finance Director

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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02547 - DECEMBER 16, 2022 AP AUTOMATION PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
002520	ARAMARK	12/16/2022	Virtual Pay	0.00	70.94	APA001795
004385	BLACK STAR	12/16/2022	Virtual Pay	0.00	685.44	APA001796
005411	BUILDERS EXCHANGE OF WA INC	12/16/2022	Virtual Pay	0.00	10.05	APA001797
098000	BUILDERS FIRSTSOURCE	12/16/2022	Virtual Pay	0.00	102.22	APA001798
005900	CAPITAL BUSINESS MACHINES	12/16/2022	Virtual Pay	0.00	836.25	APA001799
VEN02063	CARL TANNE	12/16/2022	Virtual Pay	0.00	140.00	APA001800
008300	CODE PUBLISHING COMPANY	12/16/2022	Virtual Pay	0.00	78.34	APA001801
009351	DELAGE LANDEN FINANCIAL SVCS	12/16/2022	Virtual Pay	0.00	472.90	APA001802
VEN01592	EDGAR JERONIMO PABLO	12/16/2022	Virtual Pay	0.00	140.00	APA001803
023078	FASTENAL COMPANY	12/16/2022	Virtual Pay	0.00	331.47	APA001804
023500	FERGUSON ENTERPRISES, INC.	12/16/2022	Virtual Pay	0.00	356.43	APA001805
VEN01406	FERGUSON WATERWORKS	12/16/2022	Virtual Pay	0.00	163.20	APA001806
VEN01299	GRAY & OSBORNE	12/16/2022	Virtual Pay	0.00	61,014.71	APA001807
044700	GUARDIAN SECURITY SYSTEM	12/16/2022	Virtual Pay	0.00	119.68	APA001808
045000	H.D. FOWLER COMPANY	12/16/2022	Virtual Pay	0.00	3,346.79	APA001809
045150	HACH COMPANY	12/16/2022	Virtual Pay	0.00	680.06	APA001810
082975	L. G. ISAACSON CO. INC.	12/16/2022	Virtual Pay	0.00	1,347.61	APA001811
194000	LEROY T. VALLEY	12/16/2022	Virtual Pay	0.00	9.25	APA001812
113004	MASON COUNTY - UTILITIES/WASTE	12/16/2022	Virtual Pay	0.00	39.98	APA001813
114420	MASON TRANSIT AUTHORITY	12/16/2022	Virtual Pay	0.00	222.50	APA001814
VEN01179	MATCO TOOLS	12/16/2022	Virtual Pay	0.00	329.61	APA001815
903605	MATERIALS TESTING & CONSULTING	12/16/2022	Virtual Pay	0.00	582.50	APA001816
VEN02330	MILES RESOURCES LLC	12/16/2022	Virtual Pay	0.00	835,659.81	APA001817
132235	MOUNTAIN MIST WATER	12/16/2022	Virtual Pay	0.00	22.81	APA001818
142910	NORSTAR INDUSTRIES INC.	12/16/2022	Virtual Pay	0.00	3,743.81	APA001819
VEN01996	NORTH COAST ELECTRIC	12/16/2022	Virtual Pay	0.00	6.04	APA001820
VEN02141	NORTHWEST CASCADE, INC.	12/16/2022	Virtual Pay	0.00	117.90	APA001821
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/16/2022	Virtual Pay	0.00	1,676.13	APA001822
903752	O'REILLY AUTO PARTS	12/16/2022	Virtual Pay	0.00	113.61	APA001823
VEN02070	PAPE MACHINERY	12/16/2022	Virtual Pay	0.00	2,738.31	APA001824
VEN01513	PHILLIPS BURGESS GOVERNMENT R	12/16/2022	Virtual Pay	0.00	2,000.00	APA001825
195599	STATE AUDITORS OFFICE	12/16/2022	Virtual Pay	0.00	1,973.70	APA001826
VEN01315	SYN-TECH SYSTEMS, INC.	12/16/2022	Virtual Pay	0.00	272.24	APA001827
VEN02199	TERMINIX PROCESSING CENTER	12/16/2022	Virtual Pay	0.00	1,109.73	APA001828
200985	THURSTON CO PUBLIC HEALTH	12/16/2022	Virtual Pay	0.00	720.00	APA001829
201300	TOZIER BROS INC.	12/16/2022	Virtual Pay	0.00	350.50	APA001830
201957	ULINE	12/16/2022	Virtual Pay	0.00	150.63	APA001831
203780	WATER MGMNT LABORATORIES INC	12/16/2022	Virtual Pay	0.00	979.00	APA001832
053987	WESTBAY NAPA AUTO PARTS	12/16/2022	Virtual Pay	0.00	162.75	APA001833

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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
Virtual Payments	86	39	0.00	922,876.90
	86	39	0.00	922,876.90

Virtual Payments	86	39	0.00	922,876.90
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	922,876.90
			<u>922,876.90</u>



Shelton, WA

Check Register

Packet: APPKT02547 - DECEMBER 16, 2022 AP AUTOMATION
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002520	ARAMARK	12/16/2022	Virtual Pay	0.00	70.94	APA001795
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120140002	Invoice	12/07/2022	ACCT#792105972 COVERALLS,MATS,TOW	0.00	70.94	
401-000-000-53480-4901		Miscellaneous - Shop	ACCT#792105972 COVERA		70.94	
004385	BLACK STAR	12/16/2022	Virtual Pay	0.00	685.44	APA001796
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
26680	Invoice	11/28/2022	SHELTON LOGO STICKERS FOR HARD HATS	0.00	685.44	
503-000-000-54865-3100		Office and Operating	SHELTON LOGO STICKERS F		685.44	
005411	BUILDERS EXCHANGE OF WA INC	12/16/2022	Virtual Pay	0.00	10.05	APA001797
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1073367	Invoice	12/07/2022	BROCKDALE RD PROJECT ONLINE	0.00	10.05	
302-000-000-59530-6300		CAPITAL IMPROVEMENT-	22-BROCKDALE PAVIN	BROCKDALE RD PROJECT O	10.05	
098000	BUILDERS FIRSTSOURCE	12/16/2022	Virtual Pay	0.00	102.22	APA001798
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
86601198	Invoice	12/14/2022	ACCT#671668 HAND SAW, BLADE	0.00	95.70	
401-000-000-53480-3500		Small Tools/Equipment	ACCT#671668 HAND SAW,		95.70	
86605288	Invoice	12/14/2022	ACCT#671668 ROOFING NAILS	0.00	6.52	
001-142-000-51890-3115		Office and Operating-Civi	ACCT#671668 ROOFING N		6.52	
005900	CAPITAL BUSINESS MACHINES	12/16/2022	Virtual Pay	0.00	836.25	APA001799
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV131025	Invoice	12/07/2022	CONTRACT#12223-01 FINANCE	0.00	317.00	
001-111-000-51423-4500		Operating Rentals	CONTRACT#12223-01 FIN		190.20	
001-130-000-51810-4500		Operating Rentals	CONTRACT#12223-01 FIN		126.80	
INV131026	Invoice	12/07/2022	CONTRACT#12512-01 CUST SVC	0.00	338.09	
001-110-000-51160-4500		Operating Rentals	CONTRACT#12512-01 CUS		83.51	
001-111-000-51421-4500		Operating Rentals	CONTRACT#12512-01 CUS		3.18	
001-111-000-51423-4500		Operating Rentals	CONTRACT#12512-01 CUS		11.83	
001-115-000-51896-4500		Operating Rentals	CONTRACT#12512-01 CUS		113.09	
001-120-000-51310-4500		Operating Rentals	CONTRACT#12512-01 CUS		3.82	
001-121-000-51430-4500		Operating Rentals	CONTRACT#12512-01 CUS		0.95	
001-130-000-51810-4500		Operating Rentals	CONTRACT#12512-01 CUS		0.30	
001-132-000-51888-4500		Operating Rentals	CONTRACT#12512-01 CUS		13.52	
001-140-000-55860-4500		Operating Rentals	CONTRACT#12512-01 CUS		87.06	
001-141-000-57680-4500		Operating Rentals	CONTRACT#12512-01 CUS		9.40	
001-142-000-51830-4500		Operating Rental	CONTRACT#12512-01 CUS		11.02	
001-143-000-57320-4500		Operating Rentals	CONTRACT#12512-01 CUS		0.41	
INV131027	Invoice	12/07/2022	CONTRACT#12533-01 SHOP	0.00	53.65	
401-000-000-53480-4500		Operating Rentals	CONTRACT#12533-01 SHO		53.65	
INV131028	Invoice	12/07/2022	CONTRACT# CN1866-01 WWTP	0.00	50.95	
402-400-000-53580-4500		Operating Rentals	CONTRACT# CN1866-01 W		50.95	
INV131042	Invoice	12/07/2022	CONTRACT#12221-01 MUNI COURT	0.00	66.09	
001-112-000-51250-4500		Operating Rentals	CONTRACT#12221-01 MU		66.09	
INV131043	Invoice	12/07/2022	CONTRACT# CN1692-01 MUNI COURT	0.00	10.47	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	001-112-000-51250-4500	Operating Rentals	CONTRACT# CN1692-01 M		10.47	
VEN02063	CARL TANNE	12/16/2022	Virtual Pay	0.00	140.00	APA001800
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1207-2022-SHELT	Invoice	12/09/2022	1207-2022-SHELTONMUNI	0.00	140.00	
001-112-000-51250-4106	Interpreter Expenses	22 - ITC	1207-2022-SHELTONMUNI		140.00	
008300	CODE PUBLISHING COMPANY	12/16/2022	Virtual Pay	0.00	78.34	APA001801
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
GC0009236	Invoice	11/29/2022	CUST# SH4639 MUNI CODE CUMULATIVE	0.00	78.34	
001-110-000-51160-4100	Professional Services/Adv		CUST# SH4639 MUNI COD		78.34	
009351	DELAGE LANDEN FINANCIAL SVCS	12/16/2022	Virtual Pay	0.00	472.90	APA001802
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
78365373	Invoice	12/07/2022	CONTRACT# 25501728	0.00	270.92	
001-111-000-51423-4500	Operating Rentals		CONTRACT# 25501728		162.55	
001-130-000-51810-4500	Operating Rentals		CONTRACT# 25501728		108.37	
78382469	Invoice	12/10/2022	CONTRACT# 500-50411706	0.00	201.98	
001-118-000-52122-4500	Operating Rentals		CONTRACT# 500-5041170		201.98	
VEN01592	EDGAR JERONIMO PABLO	12/16/2022	Virtual Pay	0.00	140.00	APA001803
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37	Invoice	12/08/2022	MAM INTERPRETATION ITC 12/7/22	0.00	140.00	
001-112-000-51250-4106	Interpreter Expenses	22 - ITC	MAM INTERPRETATION ITC		140.00	
023078	FASTENAL COMPANY	12/16/2022	Virtual Pay	0.00	331.47	APA001804
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
WATUM202051	Credit Memo	03/01/2022	CUST#WATUM1962 GLOVES	0.00	-70.60	
402-400-000-53580-3100	Office and Operating		CUST#WATUM1962 GLOVE		-70.60	
WATUM202983	Credit Memo	04/04/2022	CUST#WATUM1962 GLOVES	0.00	-7.84	
402-400-000-53580-3100	Office and Operating		CUST#WATUM1962 GLOVE		-7.84	
WATUM209578	Invoice	12/06/2022	CUST#WATUM1962 HAND SANITIZER	0.00	43.24	
402-400-000-53580-3100	Office and Operating		CUST#WATUM1962 HAND		43.24	
WATUM209692	Invoice	12/08/2022	CUST#WATUM1962 MISC	0.00	167.86	
402-400-000-53580-3100	Office and Operating		CUST#WATUM1962 MISC		167.86	
WATUM209693	Invoice	12/08/2022	CUST#WATUM1961 MISC	0.00	198.81	
401-000-000-53480-3100	Office and Operating		CUST#WATUM1961 MISC		198.81	
023500	FERGUSON ENTERPRISES, INC.	12/16/2022	Virtual Pay	0.00	356.43	APA001805
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0724360	Invoice	12/08/2022	CUST#146629 2.5 GPM AIR CONT	0.00	356.43	
001-141-000-57680-3100	Office and Operating		CUST#146629 2.5 GPM AI		356.43	
VEN01406	FERGUSON WATERWORKS	12/16/2022	Virtual Pay	0.00	163.20	APA001806
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1155340-1	Invoice	12/07/2022	CUST#57007 FRT CHARGE FEE	0.00	163.20	
401-000-000-53480-3100	Office and Operating		CUST#57007 FRT CHARGE		163.20	
VEN01299	GRAY & OSBORNE	12/16/2022	Virtual Pay	0.00	61,014.71	APA001807

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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	
37DEC22	Invoice	12/08/2022	WESTERN GATEWAY CONST	MGMT	0.00	51,524.91
302-000-000-59530-6300		CAPITAL IMPROVEMENT-	18-WGATE (formerly)	WESTERN GATEWAY CONS		24,216.71
411-000-000-59434-6300		Construction	18-WGATE (formerly)	WESTERN GATEWAY CONS		22,155.71
414-000-000-59431-6300		Construction	18-WGATE (formerly)	WESTERN GATEWAY CONS		5,152.49
39DEC22	Invoice	12/05/2022	ENGINEERING SVCS DEC 2022		0.00	9,489.80
001-115-000-51896-4100		Professional Services/Adv		ENGINEERING SVCS DEC 2		429.34
001-115-000-51896-4100		Professional Services/Adv		ENGINEERING SVCS DEC 2		6,784.56
101-000-000-54230-4100		Professional Services/Adv	20-GISASSET	ENGINEERING SVCS DEC 2		95.82
101-000-000-54261-4100		STREETS-Sidewalks - Prof		ENGINEERING SVCS DEC 2		1,112.87
302-000-000-59565-6300		PARKING FACILITIES-Cons	19-CITYPRKLOT	ENGINEERING SVCS DEC 2		322.01
401-000-000-53480-4100		Professional Services/Adv		ENGINEERING SVCS DEC 2		457.74
401-000-000-53480-4100		Professional Services/Adv	20-GISASSET	ENGINEERING SVCS DEC 2		95.82
402-400-000-53580-4100		Professional Services/Adv	20-GISASSET	ENGINEERING SVCS DEC 2		95.82
404-000-000-53180-4105		Professional Services/Adv	20-GISASSET	ENGINEERING SVCS DEC 2		95.82
044700	GUARDIAN SECURITY SYSTEM	12/16/2022	Virtual Pay	0.00	119.68	APA001808
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1307045	Invoice	12/01/2022	CUST#313901 LIBRARY FIRE ALARM		0.00	119.68
001-142-000-57250-4100		Professional Services/Adv		CUST#313901 LIBRARY FIR		119.68
045000	H.D. FOWLER COMPANY	12/16/2022	Virtual Pay	0.00	3,346.79	APA001809
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16223115	Invoice	09/26/2022	ACCT#194680 QUICK JOINT COUPLING		0.00	128.38
401-000-000-53480-3100		Office and Operating		ACCT#194680 QUICK JOIN		128.38
16223118	Invoice	09/26/2022	ACCT#194680 BLUE WIRE, PIPE		0.00	261.12
401-000-000-53480-3100		Office and Operating		ACCT#194680 BLUE WIRE,		261.12
16279388	Invoice	12/01/2022	ACCT#194680 BELL REDUCER, JOINT COU		0.00	208.63
401-000-000-53480-3100		Office and Operating		ACCT#194680 BELL REDUC		208.63
16279389	Invoice	12/01/2022	ACCT#194680 CITY BLOW OFF		0.00	1,249.21
401-000-000-53480-3100		Office and Operating		ACCT#194680 CITY BLOW		1,249.21
16279390	Invoice	12/01/2022	ACCT#194680 HYDRANT HOSE GATE VALV		0.00	325.52
401-000-000-53480-3100		Office and Operating		ACCT#194680 HYDRANT H		325.52
16279391	Invoice	12/01/2022	ACCT#194680 ANGLE BALL VALVE		0.00	1,173.93
401-000-000-53480-3100		Office and Operating		ACCT#194680 ANGLE BALL		1,173.93
045150	HACH COMPANY	12/16/2022	Virtual Pay	0.00	680.06	APA001810
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
13376915	Invoice	12/08/2022	ACCT#341640 SOLUTIONS, AMPULES		0.00	680.06
402-400-000-53580-3100		Office and Operating		ACCT#341640 SOLUTIONS,		680.06
082975	L. G. ISAACSON CO. INC.	12/16/2022	Virtual Pay	0.00	1,347.61	APA001811
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
T331470	Invoice	12/13/2022	CUST#SHECITO MISC TOOLS		0.00	886.97
401-000-000-53480-3500		Small Tools/Equipment		CUST#SHECITO MISC TOOL		886.97
T331471	Invoice	12/13/2022	CUST#SHECITO MISC		0.00	460.64
101-000-000-54230-3500		Small Tools/Equipment		CUST#SHECITO MISC		460.64
194000	LEROY T. VALLEY	12/16/2022	Virtual Pay	0.00	9.25	APA001812

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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	
96124	Invoice	12/13/2022	FIRE DEPT FITTING	0.00	9.25	
001-119-000-52250-4100		Professional Services/Adv		FIRE DEPT FITTING	9.25	
113004	MASON COUNTY - UTILITIES/WASTE	12/16/2022	Virtual Pay	0.00	39.98	APA001813
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
006055	Invoice	11/30/2022	CUST#SW-C022 NOV 2022	0.00	39.98	
402-400-000-53580-3100		Office and Operating		CUST#SW-C022 NOV 2022	39.98	
114420	MASON TRANSIT AUTHORITY	12/16/2022	Virtual Pay	0.00	222.50	APA001814
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10912	Invoice	11/30/2022	CUST#CIT100 NOV 2022 PICKLEBALL	0.00	222.50	
001-141-000-57120-4500		Operating Rentals		CUST#CIT100 NOV 2022 PI	222.50	
VEN01179	MATCO TOOLS	12/16/2022	Virtual Pay	0.00	329.61	APA001815
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
186365	Invoice	12/08/2022	PITMAN ARM REMOVER	0.00	329.61	
503-000-000-54865-3500		Small Tools/Equipment		PITMAN ARM REMOVER	329.61	
903605	MATERIALS TESTING & CONSULTING	12/16/2022	Virtual Pay	0.00	582.50	APA001816
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6513	Invoice	12/12/2022	CITY PRK LOT 21S041-02	0.00	582.50	
302-000-000-59565-6300		PARKING FACILITIES-Cons	19-CITYPRKL0T	CITY PRK LOT 21S041-02	582.50	
VEN02330	MILES RESOURCES LLC	12/16/2022	Virtual Pay	0.00	835,659.81	APA001817
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PAYESTIMATEDEC	Invoice	12/12/2022	WESTERN GATEWAY PAY EST. DEC 2022	0.00	835,659.81	
302-000-000-59530-6300		CAPITAL IMPROVEMENT-	18-WGATE (formerly)	WESTERN GATEWAY PAY E	4,073.44	
302-000-000-59561-6300		SIDEWALKS-Construction	18-WGATE (formerly)	WESTERN GATEWAY PAY E	161,784.19	
411-000-000-59434-6300		Construction	18-WGATE (formerly)	WESTERN GATEWAY PAY E	575,181.42	
414-000-000-59431-6300		Construction	18-WGATE (formerly)	WESTERN GATEWAY PAY E	94,620.76	
132235	MOUNTAIN MIST WATER	12/16/2022	Virtual Pay	0.00	22.81	APA001818
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005112467	Invoice	12/07/2022	ACCT#088436 MUNI COURT	0.00	22.81	
001-112-000-51250-3100		Office and Operating		ACCT#088436 MUNI COUR	18.46	
001-112-000-51250-4500		Operating Rentals		ACCT#088436 MUNI COUR	4.35	
142910	NORSTAR INDUSTRIES INC.	12/16/2022	Virtual Pay	0.00	3,743.81	APA001819
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
60636	Invoice	12/09/2022	PO 22-060 PLOW BLADES, CURB SHOE	0.00	3,743.81	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		PO 22-060 PLOW BLADES,	3,743.81	
VEN01996	NORTH COAST ELECTRIC	12/16/2022	Virtual Pay	0.00	6.04	APA001820
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
S012225605001	Invoice	11/30/2022	CUST#146663 FINANCE CHG	0.00	6.04	
402-400-000-53580-4800		Repairs and Maintenance		CUST#146663 FINANCE CH	6.04	
VEN02141	NORTHWEST CASCADE, INC.	12/16/2022	Virtual Pay	0.00	117.90	APA001821

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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	
0553187463	Invoice	12/02/2022	CUST#228916 HUFF N PUFF RENTAL	0.00	117.90	
001-141-000-57680-4500		Operating Rentals		CUST#228916 HUFF N PUF	117.90	
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/16/2022	Virtual Pay	0.00	1,676.13	APA001822
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
279518163001	Invoice	12/01/2022	ACCT#28972108 PLANNERS, ERASABLES	0.00	534.91	
401-000-000-53480-3101		Office & Operating - Shop		ACCT#28972108 PLANNER	534.91	
279529658001	Invoice	12/02/2022	ACCT#28972108 MONITOR STAND	0.00	43.51	
401-000-000-53480-3101		Office & Operating - Shop		ACCT#28972108 MONITO	43.51	
279540815001	Invoice	12/01/2022	ACCT#28972108 PLANNERS, ERASABLES	0.00	63.78	
503-000-000-54865-3100		Office and Operating		ACCT#28972108 PLANNER	63.78	
279563627001	Invoice	12/01/2022	ACCT#28972108 PLANNERS	0.00	363.30	
404-000-000-53180-3100		Office and Operating		ACCT#28972108 PLANNER	363.30	
279565110001	Invoice	12/01/2022	ACCT#28972108 PLANNERS, ERASABLES	0.00	437.72	
404-000-000-53180-3100		Office and Operating		ACCT#28972108 PLANNER	437.72	
279593514001	Invoice	12/01/2022	ACCT#28972108 PLANNERS	0.00	158.95	
101-000-000-54230-3100		Office and Operating		ACCT#28972108 PLANNER	158.95	
279594046001	Invoice	12/01/2022	ACCT#28972108 PLANNERS, ERASABLES	0.00	73.96	
101-000-000-54230-3100		Office and Operating		ACCT#28972108 PLANNER	73.96	
903752	O'REILLY AUTO PARTS	12/16/2022	Virtual Pay	0.00	113.61	APA001823
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3718-390568	Invoice	12/13/2022	ACCT#1371774 SHOP TOOL	0.00	113.61	
503-000-000-54865-3500		Small Tools/Equipment		ACCT#1371774 SHOP TOO	113.61	
VEN02070	PAPE MACHINERY	12/16/2022	Virtual Pay	0.00	2,738.31	APA001824
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
675583	Invoice	12/13/2022	CUST#6101822 TRACTOR REPAIR	0.00	2,738.31	
001-141-000-57680-4800		Repairs and Maintenance		CUST#6101822 TRACTOR	2,738.31	
VEN01513	PHILLIPS BURGESS GOVERNMENT RI	12/16/2022	Virtual Pay	0.00	2,000.00	APA001825
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1930	Invoice	12/09/2022	DEC 2022 GOVERNMENTAL AFFAIRS CONS	0.00	2,000.00	
001-120-000-51310-4100		Professional Services/Adv		DEC 2022 GOVERNMENTA	2,000.00	
195599	STATE AUDITORS OFFICE	12/16/2022	Virtual Pay	0.00	1,973.70	APA001826
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1151480	Invoice	12/12/2022	AUDIT# 55599 MCAG# 0520	0.00	1,973.70	
001-111-000-51423-4145		Professional Services - Sta		AUDIT# 55599 MCAG# 052	1,973.70	
VEN01315	SYN-TECH SYSTEMS, INC.	12/16/2022	Virtual Pay	0.00	272.24	APA001827
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
255575	Invoice	12/07/2022	ACCT# SHELWA 67806D	0.00	272.24	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT# SHELWA 67806D	272.24	
VEN02199	TERMINIX PROCESSING CENTER	12/16/2022	Virtual Pay	0.00	1,109.73	APA001828
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
426384514	Invoice	10/27/2022	CUST#13634102 900 WALLACE KNEELAN	0.00	65.37	
401-000-000-53480-4100		Professional Services/Adv		CUST#13634102 900 WALL	65.37	

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427470188	Invoice	11/29/2022	CUST#13638801 51 PUBLIC WKS DR	0.00	65.30	
401-000-000-53480-4100		Professional Services/Adv	CUST#13638801 51 PUBLI		65.30	
427470676	Invoice	11/29/2022	CUST#13638825 907 W BIRCH ST	0.00	65.28	
401-000-000-53480-4100		Professional Services/Adv	CUST#13638825 907 W BI		65.28	
427471141	Invoice	11/29/2022	CUST#13959345 710 W ALDER ST	0.00	133.82	
001-142-000-57250-4100		Professional Services/Adv	CUST#13959345 710 W AL		133.82	
427471752	Invoice	11/29/2022	CUST#13633877 1000 W PINE ST	0.00	97.70	
401-000-000-53480-4101		Professional Services - Sh	CUST#13633877 1000 W P		97.70	
427472062	Invoice	11/29/2022	CUST#13959313 427 W RAILROAD AVE	0.00	133.82	
001-119-000-57530-4100		Professional Services/Adv	CUST#13959313 427 W RA		133.82	
427472585	Invoice	11/29/2022	CUST#13959326 122 W FRANKLIN ST	0.00	133.82	
001-119-000-52250-4100		Professional Services/Adv	CUST#13959326 122 W FR		133.82	
427472844	Invoice	11/29/2022	CUST#13638768 626 MAGNOLIA AVE	0.00	65.28	
401-000-000-53480-4100		Professional Services/Adv	CUST#13638768 626 MAG		65.28	
427473107	Invoice	11/29/2022	CUST#13638789 553 BEAR ST	0.00	65.30	
401-000-000-53480-3100		Office and Operating	CUST#13638789 553 BEAR		65.30	
427473285	Invoice	11/29/2022	CUST#13634000 311 S FRONT ST	0.00	65.37	
402-400-000-53580-4100		Professional Services/Adv	CUST#13634000 311 S FR		65.37	
427474104	Invoice	11/29/2022	CUST#13632853 1701 FAIRMOUNT AVE	0.00	218.67	
402-400-000-53580-4100		Professional Services/Adv	CUST#13632853 1701 FAIR		218.67	
200985	THURSTON CO PUBLIC HEALTH	12/16/2022	Virtual Pay	0.00	720.00	APA001829
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
LABFEESNOV202	Invoice	12/05/2022	LABFEESNOV2022		720.00	
401-000-000-53480-4100		Professional Services/Adv		LABFEESNOV2022	720.00	
201300	TOZIER BROS INC.	12/16/2022	Virtual Pay	0.00	350.50	APA001830
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
460627	Invoice	11/29/2022	CUST#20090 TIMER, LIGHTS	0.00	46.54	
401-000-000-53480-3100		Office and Operating		CUST#20090 TIMER, LIGHT	46.54	
460683	Invoice	12/02/2022	CUST#20090 NUTS & BOLTS, FLARE CAP	0.00	6.25	
001-141-000-57680-3100		Office and Operating		CUST#20090 NUTS & BOLT	6.25	
460702	Invoice	12/02/2022	CUST#20090 BRASS CAP	0.00	6.95	
001-141-000-57680-3100		Office and Operating		CUST#20090 BRASS CAP	6.95	
460744	Invoice	12/05/2022	CUST#20090 NUTS & BOLTS	0.00	19.15	
001-141-000-57680-3100		Office and Operating		CUST#20090 NUTS & BOLT	19.15	
460764	Invoice	12/06/2022	CUST#20090 BLADE SAWZAL	0.00	21.51	
001-141-000-57680-3100		Office and Operating		CUST#20090 BLADE SAWZ	21.51	
460801	Invoice	12/08/2022	CUST#20090 GOOF OFF, GRAFFITTI REMO	0.00	39.26	
101-000-000-54230-3100		Office and Operating		CUST#20090 GOOF OFF, G	39.26	
460802	Invoice	12/08/2022	CUST#20090 FLOODLIGHT	0.00	54.56	
001-141-000-57680-3100		Office and Operating		CUST#20090 FLOODLIGHT	54.56	
460810	Invoice	12/09/2022	CUST#20090 COBALT DRILL BIT	0.00	21.19	
001-141-000-57680-3100		Office and Operating		CUST#20090 COBALT DRIL	21.19	
460836	Invoice	12/11/2022	CUST#20090 PAINT BRUSH	0.00	10.75	
001-141-000-57680-3100		Office and Operating		CUST#20090 PAINT BRUSH	10.75	
460845	Invoice	12/12/2022	CUST#20090 CHAIN LOOP	0.00	47.86	
001-141-000-57680-3100		Office and Operating		CUST#20090 CHAIN LOOP	47.86	
460849	Invoice	12/12/2022	CUST#20090 BLADE	0.00	48.61	
401-000-000-53480-3100		Office and Operating		CUST#20090 BLADE	48.61	
460852	Invoice	12/12/2022	CUST#20090 SAFETY SNAP	0.00	27.87	

Check Register

Packet: APPKT02547-DECEMBER 16, 2022 AP AUTOMATION PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
503-000-000-54865-3100		Office and Operating	CUST#20090 SAFETY SNAP		27.87	
201957	ULINE	12/16/2022	Virtual Pay	0.00	150.63	APA001831
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
156980323	Invoice	11/29/2022	CUST#5672395	AIR FRESHENER	0.00	150.63
001-142-000-51890-3115		Office and Operating-Civi		CUST#5672395 AIR FRESH		87.64
001-142-000-57250-3100		Office and Operating		CUST#5672395 AIR FRESH		37.56
401-000-000-53480-3100		Office and Operating		CUST#5672395 AIR FRESH		25.43
203780	WATER MGMNT LABORATORIES INC	12/16/2022	Virtual Pay	0.00	979.00	APA001832
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
208046	Invoice	12/02/2022	ACCT#AS201R 11/14/22 TESTS		0.00	264.00
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R 11/14/22 T		264.00
208116	Invoice	12/07/2022	ACCT#AS201R 11/1/22 TESTS		0.00	715.00
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R 11/1/22 TES		715.00
053987	WESTBAY NAPA AUTO PARTS	12/16/2022	Virtual Pay	0.00	162.75	APA001833
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
016047	Invoice	12/06/2022	ACCT#4296 SPARK PLUG		0.00	17.28
001-141-000-57680-3100		Office and Operating		ACCT#4296 SPARK PLUG		17.28
016821	Invoice	12/12/2022	ACCT#4296 EXACTFIT BLADE, AIR CYLDR S		0.00	145.47
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT#4296 EXACTFIT BLA		31.21
503-000-000-54865-3500		Small Tools/Equipment		ACCT#4296 EXACTFIT BLA		114.26

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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
Virtual Payments	86	39	0.00	922,876.90
	86	39	0.00	922,876.90

Virtual Payments	86	39	0.00	922,876.90
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	922,876.90
			<u>922,876.90</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 voucher number 107877 in the total amount of \$4,758.70 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 21st of December, 2022.


Finance Director

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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02550 - DECEMBER 21, 2022 AP PAYMENT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main 078000	KARL'S AUTO BODY	12/21/2022	Regular	0.00	4,758.70	107877

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	4,758.70
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
Virtual Payments	0	0	0.00	0.00
	1	1	0.00	4,758.70

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	4,758.70
			<u>4,758.70</u>



Shelton, WA

Check Register

Packet: APPKT02550 - DECEMBER 21, 2022 AP PAYMENT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main 078000	KARL'S AUTO BODY	12/21/2022	Regular	0.00	4,758.70	107877
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number 5237REISSUE 001-118-000-52122-4805	Invoice	12/21/2022	VOID & REISSUE APA001402	0.00	4,758.70	
		Repairs and Maintenance	VOID & REISSUE APA00140		4,758.70	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	4,758.70
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
Virtual Payments	0	0	0.00	0.00
	1	1	0.00	4,758.70

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	4,758.70
			<u>4,758.70</u>



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes
November 15, 2022 – 6:00 p.m.
Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
Deputy Mayor Joe Schmit
James Boad
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
Finance Director Mike Githens
Communications Specialist Mary Ricker
Parks & Facilities Director Mark Ziegler
Community & Economic Development Director Jae Hill
Police Chief Carole Beason
Public Works Administrative Manager Brooke Kilts
Superintendent Brent Armstrong

CALL TO ORDER

Call to Order: 6:00 p.m.
Pledge of Allegiance: Mayor Onisko
Roll Call: City Clerk Nault – All Present

LATE CHANGES TO THE AGENDA

1. Action Agenda – Move Item No. 1 Civic Rotating Art Gallery to Item No. 5

CITY COUNCIL REPORTS

None

CONSENT AGENDA

1. Vouchers numbered 107746 through 107754 in the total amount of \$40,570.29
2. Vouchers numbered APA001512 through APA001539 in the total amount of \$490,941.67
3. Vouchers numbered 107756 through 107766 in the total amount of \$7,643.79
4. Vouchers numbered APA001540 through APA001597 in the total amount of \$102,432.36
5. Minutes:
 - Business Meeting of October 18, 2022
 - Study Session of October 25, 2022
6. September Financial Status Report

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to approve the Consent Agenda as published. Passed.

PRESENTATIONS

1. Mason County Historical Society Museum 3rd Quarter LTAC Report – Presented by Director Liz Arbaugh
Museum Director Arbaugh presented their 3rd Quarter Lodging Tax & Tourism Report.
2. Overlook Park Murals LTAC Report – Presented by Rachel Hansen
Rachel Hansen presented NW Event Organizers Lodging Tax & Tourism Report.

GENERAL PUBLIC COMMENT

In-Person:

Dean Jewett
Athena Ayers

BUSINESS AGENDA

1. Community Calendar Policy – Presented by Communications Specialist Mary Ricker

Communications Specialist Ricker discussed a community calendar policy that can be used to access community event information. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to forward the proposed Community Calendar Policy to the Action Agenda for the December 6, 2022 City Council meeting for further consideration. Passed.

Mayor Onisko recessed from the regular meeting to open a Public Hearing.

2. Public Hearing Ordinance No.1994-0922 Park & Open Space Area Requirements for Residential Subdivisions – Presented by Parks & Facilities Director Mark Ziegler

Parks & Facilities Director Ziegler discussed specific standards to provide parks and open space for residential subdivisions. Discussion followed. No public testimony. City Clerk Nault provided a reading of Ordinance No.1994-0922.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to forward Ordinance No.1994-0922 to the December 6, 2022 Action Agenda for further consideration. Discussion followed.

An amended motion was made by Councilmember Peterson to extend the City Council action date to January 3, 2023 to allow time for the SEPA determination and Washington State Department of Commerce's 60-day review period to occur. Councilmember Schirman seconded the amended motion. Passed.

Mayor Onisko closed the Public Hearing and opened another Public Hearing.

3. Public Hearing Ordinance No.1995-1022 Updates to SMC-Code Enforcement – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill discussed amendments to Title 8 of the Shelton Municipal Code. Discussion followed. No public testimony. City Clerk Nault provided a reading of Ordinance No.1995-1022.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to forward Ordinance No.1995-1022 to the December 6, 2022 Action Agenda for further consideration. Passed.

Mayor Onisko closed the public hearing and resumed the regular meeting.

4. Jail Outsourcing to Nisqually Correctional Facility – Presented by Police Chief Carole Beason

Police Chief Beason reviewed the current agreement in place with Mason County jail and options for jail bed space at Nisqually Correctional Facility. Discussion followed. No public comment.

A motion was made by Councilmember Peterson and seconded by Deputy Mayor Schmit to forward the Nisqually Correctional Facility Contract to the Action Agenda on December 6, 2022 for further consideration. Passed.

Mayor Onisko recessed from the regular meeting and opened a Public Hearing.

ACTION AGENDA

~~1. Civic Center Rotating Art Gallery – Presented by Parks & Facilities Director Mark Ziegler~~ Item moved to # 5 on the Action Agenda

1. Public Hearing Ordinance No.1991-0922 2023 Budget – Presented by Finance Director Mike Githens

Finance Director Githens presented the 2023 budget. Discussion followed. No public testimony. City Clerk Nault provided the reading of Ordinance No.1991-0922.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to adopt Ordinance No.1991-0922 approving the City's 2023 budget. Passed.

Mayor Onisko closed the Public Hearing and opened another Public Hearing.

City Council – November 15, 2022 - Meeting Minutes

Civic Center & Virtual Platform

Page 2 of 3

2. Public Hearing Ordinance No.1992-0922 2023 Regular & Ad Valorem Taxes – Presented by Finance Director Mike Githens

Director Githens presented the 2023 Regular & EMS Ad Valorem Tax Ordinance. No discussion. No public testimony. City Clerk Nault provided the reading of Ordinance No.1992-0922.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to approve Ordinance No.1992-0922 as presented. Passed.

Mayor Onisko closed the Public Hearing and resumed the regular meeting

3. Resolution No.1246-1022 C Street Landfill Cleanup Construction Contract Award – Presented by Public Works Administrative Manager Brooke Kilts

Public Works Administrative Manager Kilts presented information on a contract award for the C Street Landfill Cleanup Construction Project. No discussion. No public comment. City Clerk Nault provided the reading of Resolution No.1246-1022.

A motion was made by Councilmember Peterson and seconded by Councilmember Gutierrez to adopt Resolution No.1246-1022 as presented. Passed.

4. Resolution No.1248-1122 Declaration of Emergency for the Wastewater Treatment Plant RAS Pump – Presented by Superintendent Brent Armstrong

Superintendent Armstrong discussed the unexpected loss of RAS Pumps at the Wastewater Treatment Plant. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1248-1122.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to adopt Resolution No.1248-1122 as presented. Passed.

5. Civic Center Rotating Art Gallery – Presented by Parks & Facilities Director Mark Ziegler

Parks & Facilities Director Ziegler presented the Shelton Arts Commission's recommendations for installation of art at the Civic Center Rotating Art Gallery. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to approve the Shelton Arts Commission's recommendations for placement in the Civic Center Rotating Art Gallery. Passed.

ADMINISTRATION REPORT – City Manager Jeff Niten

- Preparing for winter weather
- Downtown Christmas Lights
- December 3 – Shop with a Cop
- Toys for Tots – Shelton Police Department/Mason County Sheriff's Office
- Shelton High School – Career Fair
- Review Looking Ahead

NEW ITEMS FOR DISCUSSION

Downtown portable toilets

ANNOUNCEMENT OF NEXT MEETING

Study Session – November 22, 2022 at 6:00 p.m.

City Council Meeting – December 6, 2022 at 6:00 p.m.

MEETING ADJOURN

Mayor Onisko adjourned the meeting at 6:56 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Study Session Special Meeting Minutes

November 22, 2022 – 6:00 p.m.

Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
Deputy Mayor Joe Schmit
James Boad
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault

CALL TO ORDER

Call to Order: 6:00 p.m.

Roll Call: All present

STUDY AGENDA

1. Homelessness Task Force Recommendations – Presented by City Manager Jeff Niten

City Manager Niten shared the Homelessness Task Force's recommendations to City Council and a grant opportunity for Designated Crisis Responders (DCRs) who would work within the Shelton Police Department. Discussion followed.

2. No Sit/No Lie Discussion – Presented by City Manager Jeff Niten

City Manager Niten discussed ordinances from a variety of areas in the state of Washington that have been adopted by municipal governments. Discussion followed.

NEW ITEMS FOR DISCUSSION

None

ADJOURN

Mayor Onisko adjourned the meeting at 7:02 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes
December 6, 2022 – 6:00 p.m.
Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL)

Councilmembers:

Mayor Eric Onisko (via Zoom)
Deputy Mayor Joe Schmit
James Boad
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
City Engineer Ken Gill
Communications Specialist Mary Ricker
Community & Economic Development Director Jae Hill
Police Chief Carole Beason

CALL TO ORDER

Call to Order: 6:00 p.m.
Pledge of Allegiance: Deputy Mayor Schmit
Roll Call: City Clerk Nault – All Present

LATE CHANGES TO THE AGENDA

1. Business Agenda – Delete Item No. 1 – Public Hearing Ordinance No. 1997-1122

CITY COUNCIL REPORTS

None

CONSENT AGENDA

1. Vouchers numbered 107793 through 107795 in the total amount of \$16,483.59
2. Vouchers numbered APA001598 through APA001640 in the total amount of \$222,160.02
3. Vouchers numbered 107798 through 107804 in the total amount of \$47,822.95
4. Vouchers numbered APA001641 through APA001697 in the total amount of \$507,870.71
5. Payroll warrants numbered 3923 and 9583 through 9624 and 9626 through 9735. Warrants 107690 through 107709 in the amount of \$919,539.41
6. Payroll warrants numbered 3924 and 9736 through 9776 and 9777 through 9884. Warrants 107772 through 107791 in the amount of \$882,335.23
7. Minutes:
 - Business Meeting of October 4, 2022
 - Business Meeting of November 1, 2022
 - Study Session of November 8, 2022

A motion was made by Councilmember McDowell and seconded by Councilmember Schirman to approve the Consent Agenda as published. Passed.

PRESENTATIONS

1. Pacific Coast Shellfish Growers Association – Presented by Samantha Klein

Ms. Klein provided an overview of the Pacific Coast Shellfish Growers Association's operations and programs.

2. Great Bend Center for Music LTAC Report – Presented by Matthew Melendez

Mr. Melendez provided an LTAC report on The Great Bend Center for Music chorale presentation “Vivaldi Gloria.”

GENERAL PUBLIC COMMENT

In-Person: Dean Jewett
Athena Ayers
Terri Drexler

Zoom: Colleen Carmichael

BUSINESS AGENDA

1. ~~Public Hearing Ordinance No. 1997-1122 Water Comp Plan Adoption – Presented by City Engineer Ken Gill~~

2. Resolution No. 1249-1122 DOC Grant Acceptance for Well 1 Rehab – Presented by City Engineer Ken Gill

City Engineer Gill provided an overview of a funding agreement that is necessary in order to receive grant reimbursement funding. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to place Resolution 1249-1122 on the January 3, 2023 City Council action agenda for further consideration. Passed.

3. Resolution No. 1250-1122 DOC Well 1 Rehab Design Contract Amendment No. 3 – Presented by City Engineer Ken Gill

City Engineer Gill reviewed a contract amendment. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to place Resolution No. 1250-1122 on the January 3, 2023 City Council action agenda for further consideration. Passed.

4. Resolution No. 1251-1122 DOC Grant Acceptance for WWTP Reclaimed Tank – Presented by City Engineer Ken Gill

City Engineer Gill reviewed a funding agreement that is necessary in order to receive grant reimbursement funding. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to place Resolution No. 1251-1122 on the January 3, 2023 City Council action agenda for further consideration. Passed.

5. Resolution No. 1252-1122 WWTP Reclaimed Tank Design Contract Amendment No. 2 – Presented by City Engineer Ken Gill

City Engineer Gill reviewed a contract amendment. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember McDowell to place Resolution No. 1252-1122 on the January 3, 2023 City Council action agenda for further consideration. Passed.

ACTION AGENDA

1. Community Calendar Policy – Presented by Communications Specialist Mary Ricker

Communications Specialist Ricker discussed a community calendar policy that can be used to access community event information. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to adopt the Community Calendar Policy as presented. Passed.

2. Ordinance No. 1995-1022 Updates to SMC-Code Enforcement – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill discussed updates to the Shelton Municipal Code. Discussion followed. No public comment. City Clerk Nault provided a reading of Ordinance No.1995-1022.

A motion was made by Councilmember Gutierrez and seconded by Mayor Onisko to approve Ordinance No. 1995-1022 as presented. Passed.

3. Jail Outsourcing to Nisqually Correctional Facility – Presented by Police Chief Carole Beason

Police Chief Beason reviewed a potential agreement for jail bed space at Nisqually Correctional Facility. Discussion followed. No public comment.

A motion was made by Councilmember Peterson and seconded by Mayor Onisko to approve the Nisqually Correctional Facility Contract as presented. Passed.

4. Alternative Response Team Grant Acceptance – Presented by City Manager Jeff Niten

City Manager Niten discussed Senate Bill 5693 and the acceptance of an alternative response grant for a Designated Crisis Responder (DCR) to work within the Shelton Police Department. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Peterson to waive the City Council's protocol of the three-touch rule and authorized the City Manager to sign and execute the contract with the Association of Washington Cities to fund a DCR in Shelton. Passed.

ADMINISTRATION REPORT – City Manager Jeff Niten

- City road crew response during inclement weather
- Holiday Magic Christmas events
- 2023 department goals and work programs

EXECUTIVE SESSION (30 minutes)

At 7:03 p.m., Deputy Mayor Schmit recessed the City Council meeting for 30 minutes to allow for an executive session to discuss the performance of a public employee as allowed by RCW 42.30.110(1)(g).

Deputy Mayor Schmit resumed the regular meeting at 7:33 p.m.

NEW ITEMS FOR DISCUSSION

None

ANNOUNCEMENT OF NEXT MEETING

City Council Meeting – December 20, 2022 will be cancelled unless there is an immediate need.

MEETING ADJOURN

Deputy Mayor Schmit adjourned the meeting at 7:36 p.m.

Deputy Mayor Joe Schmit

City Clerk Donna Nault

October 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Overview

	2022 Revised Budget	2022 thru October	2022 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	15,123,340	12,786,892	15,472,810	349,470	2.3%
Expenditures	16,456,074	12,161,072	15,516,090	939,984	5.7%
Net Revenues Less Expenditures	(1,332,734)	625,820	(43,280)	1,289,454	
Beginning Fund Balance	4,777,350		4,777,350		
Ending Fund Balance	3,444,616 20.9%		4,734,070 28.8%		
<u>Ending Fund Balance Breakdown:</u>					
Reserved - 20% of Budget	3,291,215		3,291,215		
Unreserved Fund Balance	153,401		1,442,855		
Total Fund Balance	3,444,616		4,734,070		

Summary

2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals. 2020 and 2021 amounts included in this report are unaudited.

Analysis through October shows an overall positive budget variance of \$1.3 million.

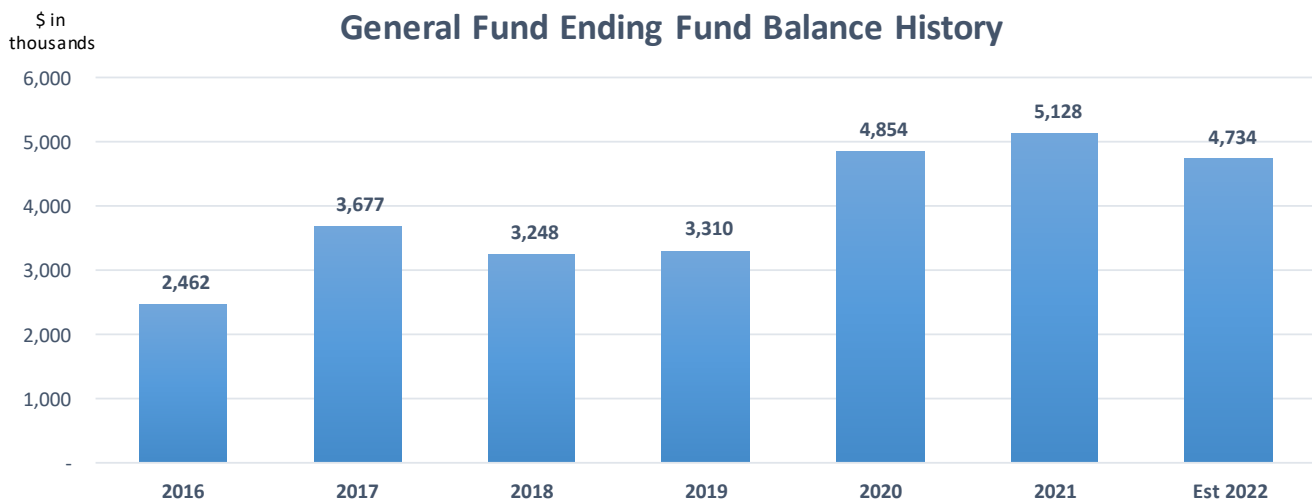
General Fund Reserves are estimated to end the year at \$4.7 million, or 28.8% of 2022 budgeted expenditures.

Revenue Overview

Revenues are currently estimated to end the year approximately \$349 thousand, or 2.3% higher than budgeted.

Expenditure Overview

Expenditures are currently estimated to end the year approximately \$940 thousand, or 5.7% lower than budgeted.



October 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Revenues

Revenue Categories	2022 Revised Budget	2022 thru October	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	2,535,900	1,577,718	2,535,900	-	0.0%
Sales & Use	3,353,860	2,823,952	3,353,860	-	0.0%
City Utility	1,225,750	1,230,344	1,446,410	220,660	18.0%
Non-City Utility	1,301,400	1,046,464	1,233,620	(67,780)	-5.2%
Business & Occupation	997,500	854,249	1,000,000	2,500	0.3%
Other	40,430	46,917	53,470	13,040	32.3%
Licenses & Permits	296,900	279,756	290,580	(6,320)	-2.1%
Intergovernmental Revenue	1,963,910	2,081,636	2,128,720	164,810	8.4%
Charges for Goods/Services	3,201,890	2,614,787	3,166,680	(35,210)	-1.1%
Fines and Penalties	92,550	44,069	52,890	(39,660)	-42.9%
Miscellaneous Revenue	113,250	187,000	210,680	97,430	86.0%
Total Revenues	15,123,340	12,786,892	15,472,810	349,470	2.3%

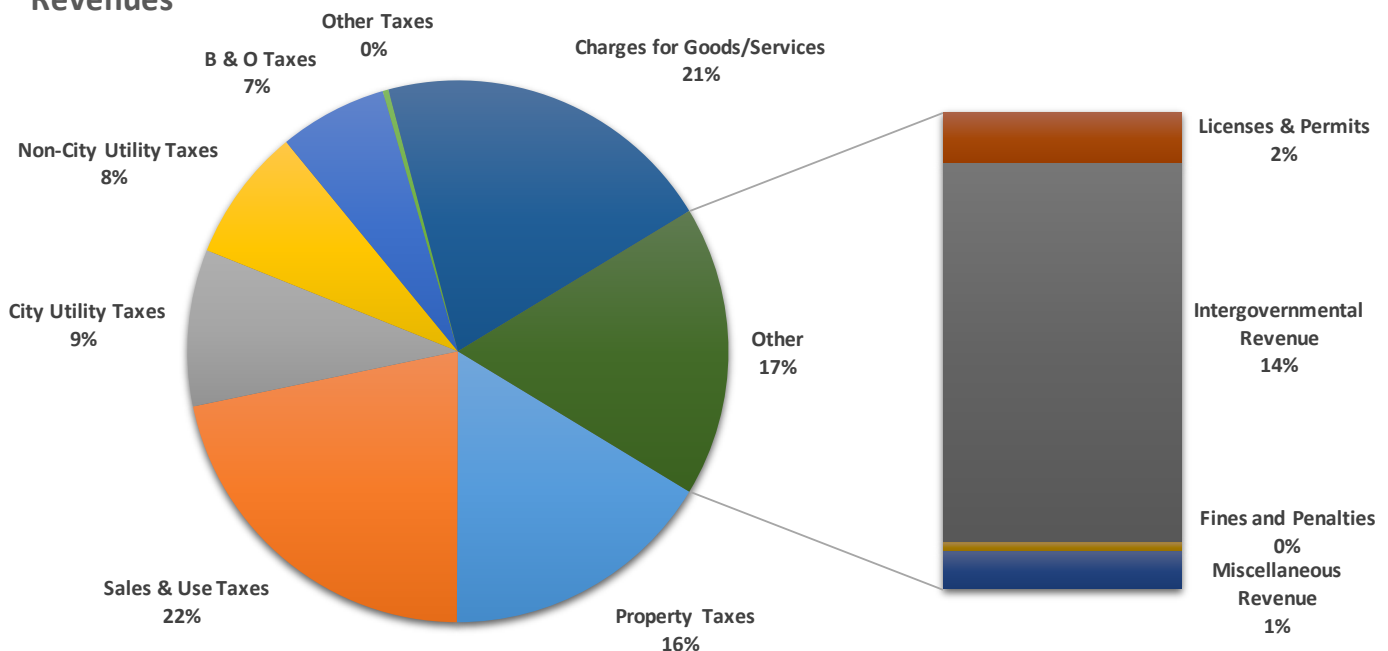
*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

Variance analysis for revenues is provided for particular line items or those in which the estimated actual amount differs from the budgeted amount by at least 10% and \$75,000.

Variance Notes

City Utility: Estimated to be over budget due to June 2021 solid waste utility tax payment that wasn't received until 2022
Miscellaneous: Over budget due to Police Department donations and AWC insurance refund

2022 Estimated General Fund Revenues



October 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Expenditures

Department	2022 Revised Budget	2022 thru October	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Administrative Services					
Human Resources	326,340	272,314	330,080	(3,740)	-1.1%
Information Technology	372,880	324,694	385,400	(12,520)	-3.4%
Risk Management	132,980	119,837	137,220	(4,240)	-3.2%
City Clerk	272,641	196,634	245,000	27,641	10.1%
City Council	73,540	66,876	79,240	(5,700)	-7.8%
City Manager					
City Manager	423,350	309,295	378,880	44,470	10.5%
Legal	345,870	221,486	283,430	62,440	18.1%
Detentions/Corrections-Contract	430,740	285,319	365,000	65,740	15.3%
Community Dev, Parks, Facilities					
Civic Center Activities	72,070	41,443	50,950	21,120	29.3%
Community Development	649,618	484,852	604,290	45,328	7.0%
Facility Services	675,460	511,777	676,880	(1,420)	-0.2%
Parks & Recreation	750,700	470,644	604,480	146,220	19.5%
Finance	1,218,630	842,570	1,087,440	131,190	10.8%
Fire & Emergency Services	1,652,740	1,408,543	1,688,330	(35,590)	-2.2%
Municipal Court	740,230	552,901	676,910	63,320	8.6%
Non-Departmental	3,460,293	2,221,887	3,268,840	191,453	5.5%
Police	3,921,664	3,096,055	3,764,980	156,684	4.0%
Public Works	936,328	733,947	888,740	47,588	5.1%
Total Expenditures	16,456,074	12,161,072	15,516,090	939,984	5.7%

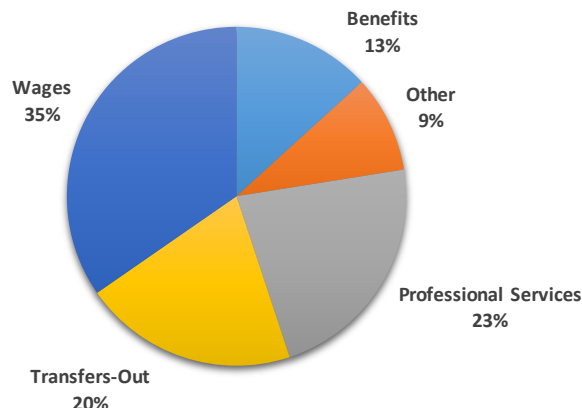
*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

Variance analysis for expenditures is provided for particular departments which have an estimated actual amount that differs from the budgeted amount by at least 10% and \$75,000.

Variance Notes

Parks Dept and Finance Dept below budget due to positions not filled until late in year.

2022 Estimated General Fund Expenditures



October 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Year-to-Year

	2020 Actual	2021 Actual	2022 Revised Budget	2022 thru October	2022 Est Actual
Beginning Fund Balance	3,295,980	4,853,568	4,777,350	4,777,350	4,777,350
Revenues					
Taxes:					
Property	2,495,035	2,502,891	2,535,900	1,577,718	2,535,900
Sales & Use	3,195,310	3,368,713	3,353,860	2,823,952	3,353,860
City Utility	1,182,935	1,241,561	1,225,750	1,230,344	1,446,410
Non-City Utility	1,138,999	1,165,125	1,301,400	1,046,464	1,233,620
Business & Occupation	810,806	980,007	997,500	854,249	1,000,000
Other	42,140	56,304	40,430	46,917	53,470
Licenses & Permits	344,354	281,260	296,900	279,756	290,580
Intergovernmental Revenue	1,191,866	2,240,637	1,963,910	2,081,636	2,128,720
Charges for Goods/Services	2,968,830	2,904,696	3,201,890	2,614,787	3,166,680
Fines and Penalties	85,070	78,453	92,550	44,069	52,890
Miscellaneous Revenue	281,387	141,622	113,250	187,000	210,680
Total Revenues	13,736,732	14,961,268	15,123,340	12,786,892	15,472,810

Expenditures

Administrative Services

Human Resources	259,988	259,811	326,340	272,314	330,080
Information Technology	811,857	279,243	372,880	324,694	385,400
Risk Management	95,234	115,849	132,980	119,837	137,220

City Clerk+	69,707	198,328	272,641	196,634	245,000
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City Council	161,137	100,744	73,540	66,876	79,240
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City Manager

City Manager	429,282	385,264	423,350	309,295	378,880
Legal	315,307	286,726	345,870	221,486	283,430
Detentions/Corrections-Contract	331,015	314,238	430,740	285,319	365,000

Community Dev, Parks, Facilities

Civic Center Activities	44,892	50,348	72,070	41,443	50,950
Community Development	551,607	547,944	649,618	484,852	604,290
Facility Services	516,129	524,991	675,460	511,777	676,880
Parks & Recreation	376,383	521,872	750,700	470,644	604,480

Finance	939,517	928,469	1,218,630	842,570	1,087,440
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Fire & Emergency Services	1,626,514	1,560,701	1,652,740	1,408,543	1,688,330
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Municipal Court	498,380	528,267	740,230	552,901	676,910
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Non-Departmental	1,029,993	4,252,217	3,460,293	2,221,887	3,268,840
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Police	3,451,151	3,482,542	3,921,664	3,096,055	3,764,980
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Public Works	671,052	699,932	936,328	733,947	888,740
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Total Expenditures	12,179,144	15,037,485	16,456,074	12,161,072	15,516,090
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+ City Clerk reflects all City Clerk expenses starting in 2021. Prior years included records, elections and code revision costs.

Net Revenues less Expenditures	1,557,588	(76,217)	(1,332,734)	625,820	(43,280)
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Ending Fund Balance	4,853,568	4,777,350	3,444,616	5,403,170	4,734,070
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General Fund Reserves	4,853,568	4,777,350	3,444,616		4,734,070
based on same year actuals/budget	39.9%	31.8%	20.9%		30.5%

October 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Month-to-Month

	2020 thru October	2021 thru October	2022 thru October	2022 - 2021 Variance		% of Budget
Revenues						
Taxes:						
Property	1,544,857	1,615,243	1,577,718	(37,525)	-2.3%	62.2%
Sales & Use	2,623,558	2,810,030	2,823,952	13,922	0.5%	84.2%
City Utility	1,028,912	1,013,501	1,230,344	216,843	21.4%	100.4%
Non-City Utility	987,971	1,000,110	1,046,464	46,354	4.6%	80.4%
Business & Occupation	692,166	862,771	854,249	(8,522)	-1.0%	85.6%
Other	32,582	40,280	46,917	6,637	16.5%	116.0%
Licenses & Permits	309,332	257,361	279,756	22,395	8.7%	94.2%
Intergovernmental Revenue	593,300	2,037,764	2,081,636	43,872	2.2%	106.0%
Charges for Goods/Services	2,441,348	2,333,610	2,614,787	281,177	12.0%	81.7%
Fines and Penalties	69,979	64,535	44,069	(20,466)	-31.7%	47.6%
Miscellaneous Revenue	261,544	115,857	187,000	71,143	61.4%	165.1%
Total Revenues	10,585,549	12,151,063	12,786,892	635,829	5.2%	84.6%
Expenditures						
Administrative Services						
Human Resources	214,791	210,857	272,314	61,457	29.1%	83.4%
Information Technology	254,722	238,862	324,694	85,831	35.9%	87.1%
Risk Management	85,833	101,068	119,837	18,769	18.6%	90.1%
City Clerk+	59,219	170,631	196,634	26,003	15.2%	72.1%
City Council	132,695	84,568	66,876	(17,692)	-20.9%	90.9%
City Manager						
City Manager	370,342	312,158	309,295	(2,863)	-0.9%	73.1%
Legal	259,519	204,964	221,486	16,522	8.1%	64.0%
Detentions/Corrections-Contract	273,347	233,931	285,319	51,388	22.0%	66.2%
Community Dev, Parks, Facilities						
Civic Center Activities	37,608	42,589	41,443	(1,146)	-2.7%	57.5%
Community Development	464,687	440,943	484,852	43,909	10.0%	74.6%
Facility Services	423,835	426,899	511,777	84,878	19.9%	75.8%
Parks & Recreation	318,000	427,838	470,644	42,806	10.0%	62.7%
Finance	741,721	852,556	842,570	(9,986)	-1.2%	69.1%
Fire & Emergency Services	1,326,725	1,303,952	1,408,543	104,591	8.0%	85.2%
Municipal Court	409,010	441,083	552,901	111,817	25.4%	74.7%
Non-Departmental	312,659	2,989,428	2,221,887	(767,541)	-25.7%	64.2%
Police	2,859,601	2,942,649	3,096,055	153,406	5.2%	78.9%
Public Works	619,861	539,687	733,947	194,261	36.0%	78.4%
Total Expenditures	9,164,176	11,964,664	12,161,072	196,409	1.6%	73.9%

+ City Clerk reflects all City Clerk expenses starting in 2021. Prior years included records, elections and code revision costs.

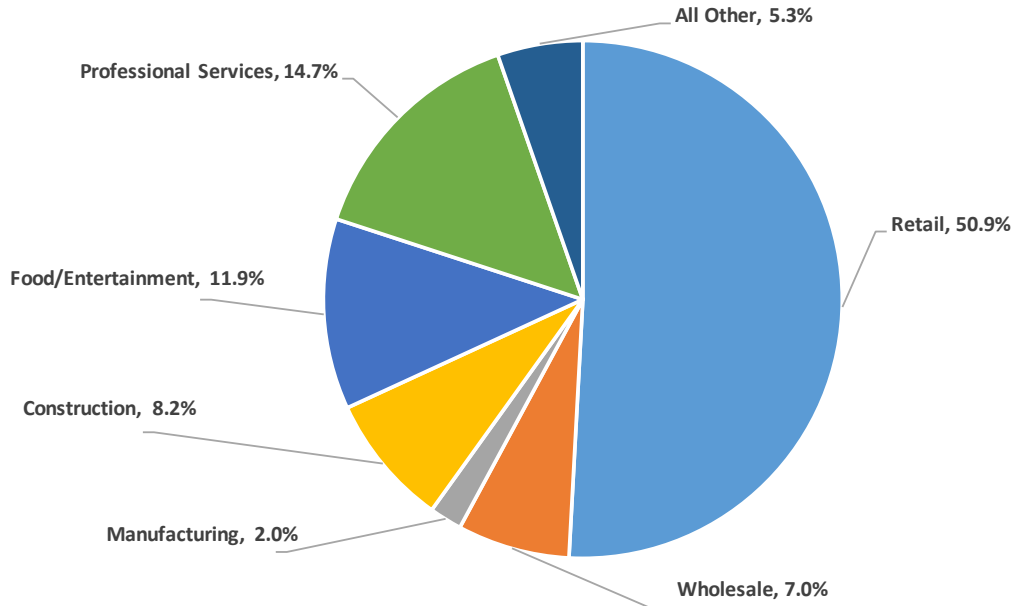
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through October which is 83.3% of the year.

October 2022 Monthly Financial Report

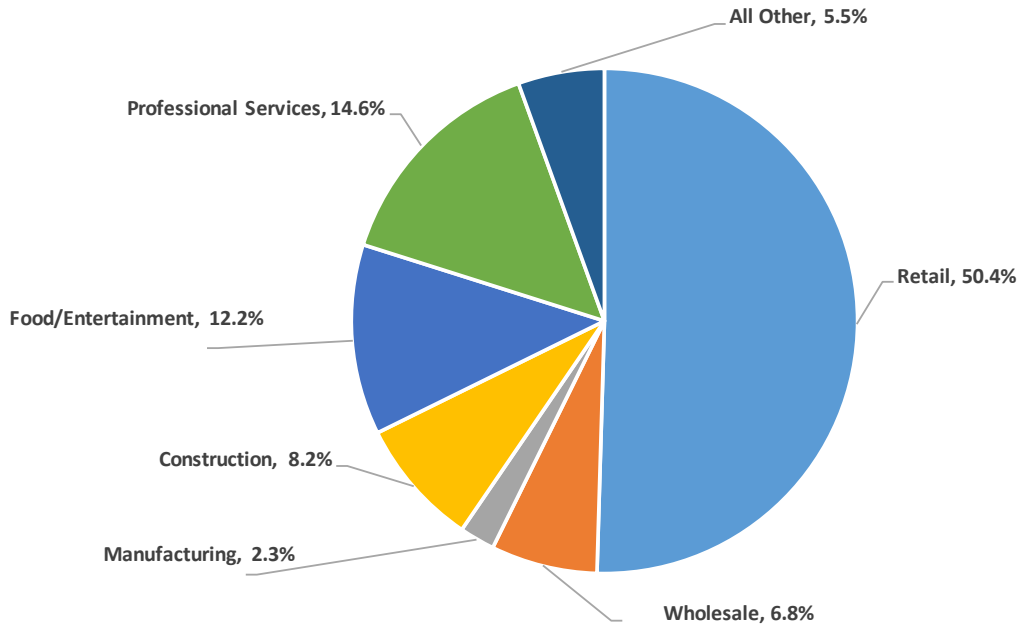
City of Shelton, Washington

Sales Tax Breakdown by Type

2022 thru October



October 2022



October 2022 Monthly Financial Report

City of Shelton, Washington

Fund Balances

Fund	2022 Beginning Fund Balance	2022 Estimated Revenue	2022 Estimated Expenditure	2022 Estimated Fund Balance	\$ Change	% Change
City-wide Fund Balances						
General Fund	4,777,350	15,472,810	15,516,090	4,734,070	(43,280)	-0.9%
Street Fund	423,415	1,925,700	1,986,560	362,555	(60,860)	-14.4%
Capital Resource Funds						
Real Estate Excise Tax -1	356,027	189,000	46,830	498,197	142,170	39.9%
Real Estate Excise Tax -2	395,753	189,200	-	584,953	189,200	47.8%
Transport Benefit District	1,302,997	508,000	385,390	1,425,607	122,610	9.4%
Traffic Impact Fees	997,437	100,890	414,100	684,227	(313,210)	-31.4%
General Resources	1,649,409	2,244,390	2,674,330	1,219,469	(429,940)	-26.1%
Tourism Fund	89,620	60,800	65,758	84,662	(4,958)	-5.5%
Bond Fund	7,618	177,380	177,410	7,588	(30)	-0.4%
Capital Improvement Fund	879,714	1,449,040	1,478,030	850,724	(28,990)	-3.3%
Water Fund	1,650,758	2,978,030	2,754,204	1,874,584	223,826	13.6%
Water Capital Fund	1,146,128	1,687,344	1,270,980	1,562,492	416,364	36.3%
Sewer Fund	3,664,095	6,825,210	6,426,200	4,063,105	399,010	10.9%
Sewer Capital Fund	1,308,976	810,000	1,010,740	1,108,236	(200,740)	-15.3%
Solid Waste Fund	1,015,514	66,960	204,090	878,384	(137,130)	-13.5%
Storm Drainage Fund	391,777	1,445,200	1,300,870	536,107	144,330	36.8%
Storm Drainage Capital Fund	25,871	413,000	300,650	138,221	112,350	434.3%
Payroll Benefits Fund	167,652	89,990	64,690	192,952	25,300	15.1%
Equipment Rental Fund	593,494	675,720	876,880	392,334	(201,160)	-33.9%
Firefighters Pension Fund	479,800	12,720	71,600	420,920	(58,880)	-12.3%
Library Endowment Fund	122,099	750	-	122,849	750	0.6%
City-wide Fund Totals	21,445,504	37,322,134	37,025,402	21,742,236	296,732	1.4%

October 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru October	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
General Fund					
Taxes	9,454,840	7,579,644	9,623,260	168,420	1.8%
Licenses & Permits	296,900	279,756	290,580	(6,320)	-2.1%
Intergovernmental Revenue	1,963,910	2,081,636	2,128,720	164,810	8.4%
Charges for Goods/Services	3,201,890	2,614,787	3,166,680	(35,210)	-1.1%
Fines and Penalties	92,550	44,069	52,890	(39,660)	-42.9%
Miscellaneous Revenue	113,250	187,000	210,680	97,430	86.0%
Total Revenues	15,123,340	12,786,892	15,472,810	349,470	2.3%
Wages	5,650,500	4,386,031	5,376,750	273,750	4.8%
Benefits	2,311,350	1,703,956	2,052,770	258,580	11.2%
Professional Services	3,629,306	2,730,594	3,482,620	146,686	4.0%
Transfers-Out	3,397,793	2,123,095	3,169,520	228,273	6.7%
Other	1,467,125	1,217,396	1,434,430	32,695	2.2%
Total Expenditures	16,456,074	12,161,072	15,516,090	939,984	5.7%
Net Revenues Less Expenditures	(1,332,734)	625,820	(43,280)	1,289,454	
Street Fund					
Taxes	675,000	573,956	680,000	5,000	0.7%
Licenses & Permits	5,500	12,511	13,000	7,500	136.4%
Intergovernmental Revenue	214,000	176,108	206,330	(7,670)	-3.6%
Charges for Goods/Services	56,120	45,933	55,120	(1,000)	-1.8%
Miscellaneous Revenue	1,500	35,006	36,740	35,240	2349.3%
Transfers In	934,510	-	934,510	-	0.0%
Total Revenues	1,886,630	843,514	1,925,700	39,070	2.1%
Wages	336,610	259,683	314,640	21,970	6.5%
Benefits	159,370	121,002	145,230	14,140	8.9%
Professional Services	174,990	184,200	221,040	(46,050)	-26.3%
Transfers-Out	500,000	-	500,000	-	0.0%
Other	825,240	643,058	805,650	19,590	2.4%
Total Expenditures	1,996,210	1,207,943	1,986,560	9,650	0.5%
Net Revenues Less Expenditures	(109,580)	(364,429)	(60,860)	48,720	
Capital Resources - Real Estate Excise Tax - 1 (REET-1)					
Taxes	52,500	163,386	185,000	132,500	252.4%
Miscellaneous Revenue	-	3,666	4,000	4,000	
Total Revenues	52,500	167,052	189,000	136,500	260.0%
Transfers-Out	46,830	11,999	46,830	-	0.0%
Total Expenditures	46,830	11,999	46,830	-	0.0%
Net Revenues Less Expenditures	5,670	155,053	142,170	136,500	

*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

October 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru October	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Capital Resources - Real Estate Excise Tax - 2 (REET-2)					
Taxes	52,500	163,386	185,000	132,500	252.4%
Miscellaneous Revenue	-	4,038	4,200	4,200	
Total Revenues	52,500	167,424	189,200	136,700	260.4%
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	52,500	167,424	189,200	136,700	

Capital Resources -Transportation Benefit District (TBD)					
Miscellaneous Revenue	-	7,523	8,000	8,000	
Transfers In	500,000	-	500,000	-	0.0%
Total Revenues	500,000	7,523	508,000	8,000	1.6%
Transfers-Out	385,390	385,390	385,390	-	0.0%
Total Expenditures	385,390	385,390	385,390	-	0.0%
Net Revenues Less Expenditures	114,610	(377,867)	122,610	8,000	

Capital Resources - Traffic Impact Fees (TIF)					
Charges for Goods/Services	80,000	94,890	94,890	14,890	18.6%
Miscellaneous Revenue	-	5,552	6,000	6,000	
Total Revenues	80,000	100,442	100,890	20,890	26.1%
Transfers-Out	414,100	414,100	414,100	-	0.0%
Total Expenditures	414,100	414,100	414,100	-	0.0%
Net Revenues Less Expenditures	(334,100)	(313,658)	(313,210)	20,890	

Capital Resources - General					
Intergovernmental Revenue	445,780		445,780	-	0.0%
Miscellaneous Revenue	-	9,546	10,000	10,000	
Transfers In	1,488,610	1,788,613	1,788,610	300,000	20.2%
Total Revenues	1,934,390	1,798,159	2,244,390	310,000	16.0%
Transfers-Out	2,139,500	2,139,500	2,139,500	-	0.0%
Other	534,830	89,049	534,830	-	0.0%
Total Expenditures	2,674,330	2,228,549	2,674,330	-	0.0%
Net Revenues Less Expenditures	(739,940)	(430,390)	(429,940)	310,000	

Tourism Fund					
Taxes	48,000	52,493	60,000	12,000	25.0%
Miscellaneous Revenue	100	746	800	700	700.0%
Total Revenues	48,100	53,238	60,800	12,700	26.4%
Professional Services	65,758	45,789	65,758	-	0.0%
Total Expenditures	65,758	45,789	65,758	-	0.0%
Net Revenues Less Expenditures	(17,658)	7,450	(4,958)	12,700	

*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

October 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru October	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Bond Fund					
Taxes	-	79	80	80	
Transfers In	177,300	46,150	177,300	-	0.0%
Total Revenues	177,300	46,229	177,380	80	0.0%
Other	177,300	46,150	177,410	(110)	-0.1%
Total Expenditures	177,300	46,150	177,410	(110)	-0.1%
Net Revenues Less Expenditures	-	79	(30)	(30)	
Capital Improvement Fund					
Intergovernmental Revenue	1,974,310	95,011	352,000	(1,622,310)	-82.2%
Charges for Goods/Services	59,000	-	24,000	(35,000)	-59.3%
Transfers In	1,403,043	1,073,043	1,073,040	(330,003)	-23.5%
Total Revenues	3,436,353	1,168,054	1,449,040	(1,987,313)	-57.8%
Professional Services	-	103,339	124,010	(124,010)	
Other	3,136,353	666,318	1,354,020	1,782,333	1.3%
Total Expenditures	3,136,353	769,657	1,478,030	1,658,323	52.9%
Net Revenues Less Expenditures	300,000	398,397	(28,990)	(328,990)	
Water Fund					
Charges for Goods/Services	2,596,210	2,457,670	2,805,500	209,290	8.1%
Miscellaneous Revenue	46,100	147,870	172,530	126,430	274.3%
Total Revenues	2,642,310	2,605,540	2,978,030	335,720	12.7%
Wages	591,090	452,559	543,070	48,020	8.1%
Benefits	259,560	198,194	237,840	21,720	8.4%
Professional Services	103,940	129,624	155,550	(51,610)	-49.7%
Transfers-Out	172,844	172,844	172,844	-	0.0%
Other	1,692,520	1,203,148	1,644,900	47,620	2.8%
Total Expenditures	2,819,954	2,156,369	2,754,204	65,750	2.3%
Net Revenues Less Expenditures	(177,644)	449,171	223,826	401,470	
Water Capital Fund					
Intergovernmental Revenue	1,050,000	-	-	(1,050,000)	-100.0%
Transfers In	1,687,344	1,687,344	1,687,344	-	0.0%
Total Revenues	2,737,344	1,687,344	1,687,344	(1,050,000)	-38.4%
Other	2,737,344	1,059,149	1,270,980	1,466,364	53.6%
Total Expenditures	2,737,344	1,059,149	1,270,980	1,466,364	53.6%
Net Revenues Less Expenditures	-	628,195	416,364	416,364	

*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

October 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru October	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Sewer Fund					
Intergovernmental Revenue	-	16,381	16,380	16,380	
Charges for Goods/Services	6,234,660	5,502,448	6,448,320	213,660	3.4%
Miscellaneous Revenue	133,000	348,411	360,510	227,510	171.1%
Total Revenues	6,367,660	5,867,240	6,825,210	457,550	7.2%
Wages	788,100	629,751	760,690	27,410	3.5%
Benefits	369,070	292,489	350,960	18,110	4.9%
Professional Services	339,000	272,728	345,580	(6,580)	-1.9%
Transfers-Out	153,928	410,000	410,000	(256,072)	-166.4%
Other	4,800,050	3,800,025	4,558,970	241,080	5.0%
Total Expenditures	6,450,148	5,404,993	6,426,200	23,948	0.4%
Net Revenues Less Expenditures	(82,488)	462,247	399,010	481,498	
Sewer Capital Fund					
Intergovernmental Revenue	2,050,000	-	-	(2,050,000)	-100.0%
Transfers In	553,928	810,000	810,000	256,072	46.2%
Total Revenues	2,603,928	810,000	810,000	256,072	9.8%
Other	2,603,928	775,225	1,010,740	1,593,188	61.2%
Total Expenditures	2,603,928	775,225	1,010,740	1,593,188	61.2%
Net Revenues Less Expenditures	-	34,775	(200,740)	(200,740)	
Solid Waste Fund					
Intergovernmental Revenue	600,000	59,452	59,450	(540,550)	-90.1%
Miscellaneous Revenue	-	7,208	7,510	7,510	
Total Revenues	600,000	66,660	66,960	(533,040)	-88.8%
Professional Services	300,000	102,285	200,150	99,850	33.3%
Other	986,540	3,284	3,940	982,600	99.6%
Total Expenditures	1,286,540	105,569	204,090	1,082,450	84.1%
Net Revenues Less Expenditures	(686,540)	(38,909)	(137,130)	549,410	
Storm Drainage Fund					
Intergovernmental Revenue	25,000	2,016	4,800	(20,200)	-80.8%
Charges for Goods/Services	1,537,340	1,199,515	1,432,540	(104,800)	-6.8%
Miscellaneous Revenue	500	6,551	7,860	7,360	1472.0%
Total Revenues	1,562,840	1,208,082	1,445,200	(117,640)	-7.5%
Wages	491,780	248,637	328,360	163,420	33.2%
Benefits	217,980	109,394	148,860	69,120	31.7%
Professional Services	93,230	33,566	58,590	34,640	37.2%
Transfers-Out	95,035	95,035	188,000	(92,965)	-97.8%
Other	583,810	461,136	577,060	6,750	1.2%
Total Expenditures	1,481,835	947,768	1,300,870	180,965	12.2%
Net Revenues Less Expenditures	81,005	260,314	144,330	63,325	
Storm Drainage Capital Fund					
Transfers In	320,035	320,035	413,000	92,965	29.0%
Total Revenues	320,035	320,035	413,000	92,965	29.0%
Other	320,035	101,305	300,650	19,385	6.1%
Total Expenditures	320,035	101,305	300,650	19,385	6.1%
Net Revenues Less Expenditures	-	218,730	112,350	112,350	

*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

October 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru October	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Payroll Benefits Fund					
Charges for Goods/Services	40,000	38,426	46,110	6,110	15.3%
Miscellaneous Revenue	350	1,253	1,500	1,150	328.6%
Transfers In	160,650	26,778	42,380	(118,270)	-73.6%
Total Revenues	201,000	66,458	89,990	(111,010)	-55.2%
Benefits	201,000	46,188	64,690	136,310	67.8%
Total Expenditures	201,000	46,188	64,690	136,310	67.8%
Net Revenues Less Expenditures	-	20,270	25,300	25,300	

Payroll Benefits Fund Notes

Revenues & Expenditures: Estimated expenditures for benefits have decreased and transfers in are adjusted accordingly.

Equipment Maint & Rental Fund					
Intergovernmental Revenue	-	-	-	-	
Charges for Goods/Services	578,000	568,482	672,170	94,170	16.3%
Miscellaneous Revenue	5,000	2,956	3,550	(1,450)	-29.0%
Total Revenues	583,000	571,438	675,720	92,720	15.9%
Wages	95,210	79,501	95,400	(190)	-0.2%
Benefits	46,890	38,354	46,020	870	1.9%
Professional Services	36,510	23,426	28,110	8,400	23.0%
Other	713,840	470,345	707,350	6,490	0.9%
Total Expenditures	892,450	611,626	876,880	15,570	1.7%
Net Revenues Less Expenditures	(309,450)	(40,188)	(201,160)	108,290	

Firefighter's Pension Fund					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	12,000	12,065	12,720	720	6.0%
Transfers In	80,000	-	-	(80,000)	-100.0%
Total Revenues	92,100	12,065	12,720	(79,380)	-86.2%
Benefits	97,100	58,422	71,600	25,500	26.3%
Professional Services	5,000	-	-	5,000	100.0%
Total Expenditures	102,100	58,422	71,600	30,500	29.9%
Net Revenues Less Expenditures	(10,000)	(46,357)	(58,880)	(48,880)	

Firefighters Pension Fund Notes

Revenues: Current estimate does not include a transfer-in from general fund in 2022.

Library Endowment Fund					
Miscellaneous Revenue	1,600	679	750	(850)	-53.1%
Total Revenues	1,600	679	750	(850)	-53.1%
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	1,600	679	750	(850)	

*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 01/03/2023
Brief Date: 01/03/2023
Action Date: 01/17/2023

Department: Finance
Presented By: Mike Githens

APPROVED FOR COUNCIL PACKET:

PROGRAM/PROJECT TITLE:

**2023 Master Fee Schedule
Update**

Action Requested:

ROUTE TO:

REVIEWED:

ATTACHMENTS:

<input checked="" type="checkbox"/>	Dept. Head	<u>12/9/2022</u>
<input checked="" type="checkbox"/>	Finance Director	<u>12/27/2022</u>
<input type="checkbox"/>	Attorney	_____
<input checked="" type="checkbox"/>	City Clerk	<u>12/27/2022</u>
<input checked="" type="checkbox"/>	City Manager	<u>12/27/2022</u>

**- Resolution No. 1253-1122
- Exhibits "A" with track changes
for Police, Facilities/Parks &
Recreation, Public Works,
Comm. Economic
Development
- 2023 PW TIF Attachment B
- 2023 Fee Schedule-Combined
DRAFT**

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

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

This resolution updates the City's Master Fee Schedule for 2023. The City annually updates fees to incorporate changes in the cost to provide certain City services, update services provided for a fee/charge, and eliminate any fees for services that may no longer be relevant.

Fees and Charges for services such as animal licensing, parks and recreation, code enforcement, building and development, and permitting the general guiding principle is that these fees/charges may be set at a level that recovers all the direct and indirect costs associated with the activity, including administrative overhead.

Utility rates, Utility system charges, and Utility service fees are set to recover the cost of operating the utility systems, in addition to charging for replacing equipment and adding or expanding facilities to meet regulations, future service demands, and setting aside for unforeseen events such as natural disasters. Revenues for fees and charges must meet the expenses of the system, in addition to setting aside reserves, to keep the utility operating in a fiscally responsible manner. Utility rates should also incorporate the utility's portion of indirect costs.

ANALYSIS/OPTIONS/ALTERNATIVES:

BUDGET/FISCAL INFORMATION:

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move that we forward Resolution No. 1253-1122 to the action agenda of the January 17th Council meeting for further consideration."

RESOLUTION NO. 1253-1122

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON
UPDATING AND ESTABLISHING THE CITY'S MASTER FEE SCHEDULE FOR FISCAL
YEAR 2023**

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, it is best practice for the City's Master Fee Schedule be updated annually to reflect changes in the cost for certain City services.

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 1238-0522 approved by the Shelton City Council and set the City's 2023 Master Fee Schedule.

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 February 1, 2023 with the exception of utility rates, which were effective January 1, 2023 through Shelton Municipal Code 14.28, 15.28 and 16.06.010.

INTRODUCED AND PASSED by the City Council of the City of Shelton on this 17th day of January 2023.

ATTEST:

Mayor Onisko

City Clerk Nault



City of Shelton

525 Cota Street

Shelton, Washington 98584

Master Fee Schedule

RESOLUTION ~~1238-0522~~ 1253-1122

Exhibit "A"

General Government.....	pg. 2
Animal Shelter.....	pg. 3
Civic Center.....	pg. 3
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Parks and Recreation.....	pg. 4
Police Department.....	pg. 4
Community Development.....	pg. 5
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Sanitary Sewer.....	pg. 15
Reclaimed Water.....	pg. 16
Water.....	pg. 17



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)



Animal Shelter

Adoption Fee	\$200.00
Adoption Fee – previously spayed or neutered	\$100.00
Animal License (Yearly)	\$30.00
Animal License (Microchipped Pet Lifetime)	\$100.00
Spayed or Neutered (Yearly)	\$25.00
Service Dogs (Yearly)	No fee
Senior citizen 65 yrs. and older (Yearly)	\$15.00
Surrender of Dog - City residents only	\$40.00
Animal Impound (City residents)	First impoundment \$50.00 Second impoundment \$75.00 Third and subsequent impoundment \$150.00 All impound fees shall also be charged unpaid animal license fees.
Boarding fee (over 48 hours)	\$15.00 per/day (\$30.00 per/day after 48 hours)
Lost license or (transfer of license)	\$5.00(\$10.00)
Non-resident animal impound fee	First impoundment \$150.00 Second impoundment \$200.00 Third and subsequent impoundment \$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	TV Monitor \$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
50% reduction in room rental for local government and non-profits during regular business	



hours

Code Enforcement

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

Parks Master Plan	\$20.00
Ballfields and Playfields (Callahan 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 per hour

Police Department

Fingerprints	\$15.00
Video Reproduction	\$10.00 <u>Plus \$.50 per minute for redaction</u>
Audio Reproduction	\$10.00
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

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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/Special 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 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



RV/Tent Occupancy Application	\$45.00
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

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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 \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</p> <p>\$1,000,000 and up: \$5,700 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</p>



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 or expired permit in same code cycle	\$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	Each mechanical permit: \$25.00 FURNACE:



	<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 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</p>
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	<p>(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: For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 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>
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	<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>
Mobile/Manufactured Home set-up	<p>Individual Lot: \$472.00 Park Set: \$165.00</p>
Mobile Home Title Eliminations	\$30.00
<p>Plan Review (All types other than Mechanical)</p> <p>*NOTE: Commercial kitchen based on project valuation of engineer's written estimate.</p>	<p>65% of Permit fee Mechanical only: 25% of Permit fee</p>
Plumbing Permit	<p>Each permit: \$25.00</p> <p><i>NOTE: Unit Fee Schedule in addition to above</i></p> <p>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</p> <p>For each building sewer and each trailer park sewer: \$16.00</p> <p>Rainwater systems per drain (inside building): \$8.00</p>



	<p>For each cesspool where permitted: \$27.00</p> <p>For each private sewage disposal system: \$45.00</p> <p>For each water heater and/or vent: \$8.00</p> <p>For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps: \$8.00</p> <p>For each installation, alteration or repair of water piping and/or water treating equipment, each: \$8.00</p> <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:	<p>No permit fee refund will be allowed once any work has begun on a project. In order to request a refund of a permit fee, the request shall be addressed to the Building Official in writing and shall be received at the City of Shelton finance department within 180 days of the date of issuance of the permit; any refund request received after 180 days of the date of permit issuance shall</p>



	<p>automatically be denied. At the discretion of the Building Official, refund requests may be approved or denied based on the status of a project. All approved refunds shall be limited to 75% of the total permit fees paid. Refund requests shall only be considered for building, plumbing and mechanical permit fees. Refunds shall not include any plan review fees.</p>
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Fire – Development Review

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total.*****

Commercial Site Plans	\$390.00
Subdivision or Planned Residential Development	\$328.00
Pre-Application Conference	\$95.00
Other Land Use Application	\$264.00

Fire – Alarm Fees

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total.*****

Fire Alarm System - Minor Alteration	\$100.00
Fire Alarm Zoned System - One Zone	\$296.00
Each Additional Zone	\$136.00
Fire Alarm Addressable System - 1 to 20 Devices	\$296.00
Each Additional Device	\$4.00

Fire – Suppression

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total.*****

Commercial Cooking Extinguishing System/Protection	\$252.00
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Fire Pumps and Private or Dedicated Fire Hydrant Systems	\$372.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	\$100.00
Fire Hydrant - Each Additional Hydrant	\$40.00
Fire Sprinkler - Alteration to Existing System(s) (>4 heads)	\$200.00
Fire Sprinkler - New System - NFPA 13 (2 inspections)	\$472.00
NFPA 13 - Each Additional Riser	\$472.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	\$200.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	\$390.00
Other Extinguishing Systems	\$372.00
Standpipe System	\$200.00
Underground Fire Sprinkler Mains (2 inspections)	\$252.00

Fire – Other

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Fireworks Display	\$208.00
Investigation Fee (work started without a permit)	Double Permit Fee
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100.00 Per Hour Review + \$100.00 per Hour Inspection	Calculated
Re-inspection Fees	\$100.00
Revision to Plan Previously Submitted - \$100.00 per Hour	Calculated
Use of Consultant for Plan Review and Inspection	Actual Cost
Tents/Temporary Membrane (greater than 400 SF)	\$100.00

Public Works – Engineering and Permitting

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Right-of-Way and Obstruction Permits (SMC Chapter 12.20)	Class 1: Short term maintenance: \$45.00 Class 2: Temporary Construction: \$65.00, plus review and inspection fees Class 3: Fixture and Encroachment: \$65.00; Sidewalk café, add \$280.00/hr review fee; \$15.00 annual renewal fee Class 4: Heavy Right-of-Way Use: \$65.00, plus review and inspection fees
Public Improvement Civil Plan Review Fee	3% of Estimated Cost of Public Improvements, \$250 minimum



Public Improvement Inspection Fee	3% of Estimated Cost of Public Improvements, \$125 minimum
Public or Private Utility Work (Gas, Cable, Phone, Electric)	\$150 Application Fee, includes first two hours review and first two inspections.
Fine for Work in Right of Way without Permits	\$250.00 plus standard permit fee
Utility Connection Application Permit Fee a. Water & Reclaimed Water Connections b. Sewer & Storm Drainage Connections	\$170.00 plus applicable Meter and GFC \$65.00 plus applicable GFC
ESC, Grading, and Stormwater: Single Family All other Sites	\$150.00, Includes Review and Inspection \$320.00, Includes first four hours review and first two inspections.
Additional/Re-Inspection Fee	\$75.00 Per Hour
Additional Plan Review	\$75.00 Per Hour
Contracted Consultant for Plan Review or Inspection	Contract Consultant fees
Special Development Studies: Traffic Impact Reports, Hydrology studies, and similar.	Contract Consultant fees
Design Modification Request	\$150.00
Traffic Impact Fee	\$3,967.32 for SFR/varies based on use. Per SMC 17.12. See Attachment B for complete schedule.
Latecomer Agreement	\$280.00
Right-of-Way vacation	\$500.00

Stormwater

Stormwater Monthly Charges

Class of Service	Unit		2022	2023	2024	2025	2026
Single-Family	1 ERU		\$17.33	\$17.85	\$18.39	\$18.94	\$19.51
Duplex	2 ERUs		\$34.67	\$35.71	\$36.78	\$37.88	\$39.02
All Other Developed Parcels	Per ERU rounded to the nearest tenth		\$17.33	\$17.85	\$18.39	\$18.94	\$19.51

Note: 1 ERU = 2,900 square feet of impervious surface area. All other developed parcels: minimum of 1 ESU

Stormwater GFC

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Class of Service	Unit: \$474.66 per ERU
Single-Family	1 ERU
Duplex	2 ERUs



All Other Developed Parcels	Per ERU rounded to the nearest tenth
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Note: 1 ERU = 2,900 square feet of impervious surface area.

Sewer

Sewer Service Monthly Charges – Per SMC 14.28

Class of Service	2022 Base Charge	2022 Consumption Charge per C.F
Schedule 1: Single Family Residential & Duplex	\$52.06	\$0.1042
Schedule 2: Single Family & Duplex without Water Service	\$133.64 Flat Rate	N/A
Schedule 3: Triplex/Multi-Family/Mobile Home/Trailer Parks		
0 c.f. to 460 c.f. per Unit	\$52.06 Per Unit	\$0.0000
Each Unit over 460 c.f.	\$52.06 Per Unit	\$0.1125
Schedule 4: Commercial		
0 c.f. up to 1,000 c.f.	\$63.08	\$0.1127
1,001 c.f. to 2,000 c.f.	\$94.35	\$0.1127
Over 2,000 c.f.	\$130.88	\$0.1127
Schedule 5: Hotel/Motel		
0 c.f to 84 c.f. per Unit	\$9.53 Per Unit	\$0.0000
Each Unit over 84 c.f.	\$9.53 Per Unit	\$0.1127

Sewer Connection GFC

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

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 (e.g. Tiny Homes).



Sewer Connection GFC (Grandview Heights only)

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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

Biosolids

Class A Biosolids Fertilizer, per bag	Fee set by City Manager
<u>Receiving Hauled Biosolids Sludge:</u>	
Sludge up to 1.5% Total Suspended Solids	\$0.11 per gallon
Sludge 1.6% to 3% Total Suspended Solids	\$0.13 per gallon
Sludge 3.1% to 6% Total Suspended Solids	\$0.15 per gallon

Reclaimed Water Connection

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Water Meter Charge	Fee
3/4" Meter	\$335.06
1"	\$393.00
1.5"	\$747.68
2"	\$1,002.28



3"	\$2,461.28
4"	\$4,523.04
6"	\$5,236.66
Above 6"	\$11,047.41

Reclaimed Water Connection GFC

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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

Reclaimed Water Service Monthly Charges – Per SMC 16.06.010

Each account that is served shall pay the following monthly reclaimed water meter charge:

Meter Size	2022 Commercial
¾- inch	\$13.62
1-inch	\$16.81
1 ¼ - inch	\$19.89
1 ½ -inch	\$22.94
2-inch	\$33.54
2 ½ -inch	N/A
3-inch	\$88.43
4-inch	\$118.61



6-inch	\$195.61
8-inch	\$285.95
10-inch	\$438.56
12-inch	\$682.59

Monthly Reclaimed Water Consumption Charge – Per SMC 16.06.010

In addition to the monthly reclaimed water meter charge, each service shall pay a consumption charge of \$0.01915 for each cubic foot of reclaimed water consumed in a month.

Water

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total.*****

Water Connection Meter Charge

3/4" meter	\$335.06
1" meter	\$393.00
1.5" meter	\$747.68
2" meter	\$1,002.28
3" meter	\$2,461.28
4" meter	\$4,523.04
6" meter	\$5,236.66
Above 6" meter	\$11,047.41

Water Connection GFC

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total.*****

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$1,260.00
1"	2.50	\$3,150.00
1.5"	5.00	\$6,300.00



2"	8.00	\$10,080.00
3"	16.00	\$18,900.00
4"	25.00	\$31,500.00
6"	50.00	\$63,000.00
8"	80.00	\$100,800.00

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

Water Service Monthly Charges – Per SMC 15.28

Schedule 1: Each account that is served shall pay the following monthly water meter charge:

Meter Size	2022 Single-Family	2022 Multifamily	2022 Commercial	2022 Irrigation	2022 Private Fire Line
¾- inch	\$15.99	\$14.10	\$13.62	\$42.24	\$10.22
1-inch	\$20.77	\$17.60	\$16.81	\$64.62	\$12.23
1 ¼ - inch	\$25.80	\$21.05	\$19.89	\$91.46	\$13.98
1 ½ -inch	\$30.85	\$24.52	\$22.94	\$118.27	\$15.74
2-inch	\$46.18	\$36.06	\$33.54	\$186.11	\$22.58
2 ½ -inch	N/A	N/A	N/A	N/A	N/A
3-inch	\$113.74	\$93.45	\$88.43	\$393.87	\$62.60
4-inch	\$158.18	\$126.49	\$118.61	\$595.85	\$81.84
6-inch	\$274.70	\$211.35	\$195.61	\$1,149.76	\$129.60
8-inch	\$412.47	\$311.15	\$285.95	\$1,812.66	\$185.37
10-inch	\$620.46	\$474.80	\$438.56	\$2,633.45	\$288.94
12-inch	\$949.51	\$735.75	\$682.59	\$3,903.20	\$455.89

Monthly Water Service Consumption Charge – Per SMC 15.28

In addition to the meter charge established in Schedule 1 above, each service shall pay the following rate for each cubic foot of water consumed in a month:

Class of Service	2022 Consumption Charge per C.F
<u>Schedule 2: Single Family Residential</u>	



Each cubic foot up to 600 c.f.	\$0.0335
Each cubic foot in excess of 600 c.f. up to 1,500 c.f.	\$0.0401
Each cubic foot in excess of 1,500 c.f.	\$0.0498
<u>Schedule 3: Multifamily</u> (including duplex, triplex, mobile home, and trailer parks)	\$0.0389
<u>Schedule 4: Commercial</u> (including government, industrial, hotel/motel)	\$0.0383
Schedule 5: Irrigation	\$0.0498
<u>Schedule 6: Wholesale Rate</u> (Johns Prairie area owned by the Port of Shelton)	\$0.0345

Bulk Water and Hydrant Use Permits

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Annual Hydrant Water Use Permit Application Fee	\$72.00 Or prorated at \$6/mo if issued in the 4 th quarter
Hydrant Meter, Gate Valve, and Wrench Deposit and Rental Fee	\$750.00 refundable deposit \$75 per month rental fee
Hydrant Water Billing and Water Use Charge and PWM Hydrant Load/Use Charge	\$45.00 quarterly billing charge, plus commercial water consumption charge per SMC 15.28.050
Fine for connection to hydrant without permit	\$1,000.00
Fine for connection to hydrant without meter	\$500.00

Misc. Water Fees and Charges

Water Turn Off for Non-Payment	\$100.00
Water Disconnect:	
Regular Office Hours	\$0.00
*Emergency After Hours	\$150.00
*Disconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to disconnect water is to occur during City business hours only.	
Water Reconnect:	
Regular Business Hours	\$0.00



*Emergency After Hours *Reconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to reconnect water is to occur during City business hours only.	\$150.00
Fine for unauthorized connection/disconnection of water service	\$500.00
Fine for tampering with water meter, cutting lock, etc.	\$150.00 per instance



City of Shelton

525 Cota Street

Shelton, Washington 98584

Master Fee Schedule

RESOLUTION ~~1238-0522~~ 1253-1122

Exhibit "A"

General Government.....	pg. 2
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Type of Permit

Fee

General Government

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

*****Where applicable to certain fees**

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	\$200.00
Adoption Fee – previously spayed or neutered	\$100.00
Animal License (Yearly)	\$30.00
Animal License (Microchipped Pet Lifetime)	\$100.00
Spayed or Neutered (Yearly)	\$25.00
Service Dogs (Yearly)	No fee
Senior citizen 65 yrs. and older (Yearly)	\$15.00
Surrender of Dog - City residents only	\$40.00
Animal Impound (City residents)	First impoundment \$50.00 Second impoundment \$75.00 Third and subsequent impoundment \$150.00 All impound fees shall also be charged unpaid animal license fees.
Boarding fee (over 48 hours)	\$15.00 per/day (\$30.00 per/day after 48 hours)
Lost license or (transfer of license)	\$5.00(\$10.00)
Non-resident animal impound fee	First impoundment \$150.00 Second impoundment \$200.00 Third and subsequent impoundment \$250.00

Civic Center Rental

Damage Deposit	\$ 300 400.00
Kitchen	\$ 50 75.00
Black drapery	\$2.00 (per 10 foot section)
Staging	\$10.00 (use of 1 – 4 sections)
Equipment Rental	TV Monitor \$10.00 Multimedia Projector \$20.00
Coffee Service	\$25.00 (per gallon)



Meeting rooms	\$ 22 <u>25</u> .00 per hour for each 600 sq. ft.
Main meeting room	\$ 75 <u>86</u> .00 per hour
50% reduction in room rental for local government and non-profits during regular business hours	

Code Enforcement

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

Parks Master Plan	\$20.00
Ballfields and Playfields (Callahan Park/Loop Field.	Field Rental \$ 12.00 <u>15.00</u> per hour Softball Field preparation \$ 20 <u>30</u> .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 per hour

Police Department

Fingerprints	\$15.00
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Video Reproduction	\$10.00
Audio Reproduction	\$10.00
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

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

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/Special 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 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
RV/Tent Occupancy Application	\$45.00
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

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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



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



	<p>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: For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 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</p>
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	<p>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>
Mobile/Manufactured Home set-up	<p>Individual Lot: \$472.00 Park Set: \$165.00</p>
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.	<p>65% of Permit fee Mechanical only: 25% of Permit fee</p>
Plumbing Permit	<p>Each permit: \$25.00</p> <p><i>NOTE: Unit Fee Schedule in addition to above</i></p> <p>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</p>



	<p>For each building sewer and each trailer park sewer: \$16.00</p> <p>Rainwater systems per drain (inside building): \$8.00</p> <p>For each cesspool where permitted: \$27.00</p> <p>For each private sewage disposal system: \$45.00</p> <p>For each water heater and/or vent: \$8.00</p> <p>For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps: \$8.00</p> <p>For each installation, alteration or repair of water piping and/or water treating equipment, each: \$8.00</p> <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:	No permit fee refund will be allowed once any work has begun on a project. In order to request a refund of a permit fee, the request



	<p>shall be addressed to the Building Official in writing and shall be received at the City of Shelton finance department within 180 days of the date of issuance of the permit; any refund request received after 180 days of the date of permit issuance shall automatically be denied. At the discretion of the Building Official, refund requests may be approved or denied based on the status of a project. All approved refunds shall be limited to 75% of the total permit fees paid. Refund requests shall only be considered for building, plumbing and mechanical permit fees. Refunds shall not include any plan review fees.</p>
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Fire – Development Review

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Commercial Site Plans	\$390.00
Subdivision or Planned Residential Development	\$328.00
Pre-Application Conference	\$95.00
Other Land Use Application	\$264.00

Fire – Alarm Fees

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Fire Alarm System - Minor Alteration	\$100.00
Fire Alarm Zoned System - One Zone	\$296.00
Each Additional Zone	\$136.00
Fire Alarm Addressable System - 1 to 20 Devices	\$296.00
Each Additional Device	\$4.00

Fire – Suppression



**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Commercial Cooking Extinguishing System/Protection	\$252.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems	\$372.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	\$100.00
Fire Hydrant - Each Additional Hydrant	\$40.00
Fire Sprinkler - Alteration to Existing System(s) (>4 heads)	\$200.00
Fire Sprinkler - New System - NFPA 13 (2 inspections)	\$472.00
NFPA 13 - Each Additional Riser	\$472.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	\$200.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	\$390.00
Other Extinguishing Systems	\$372.00
Standpipe System	\$200.00
Underground Fire Sprinkler Mains (2 inspections)	\$252.00

Fire – Other

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Fireworks Display	\$208.00
Investigation Fee (work started without a permit)	Double Permit Fee
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100.00 Per Hour Review + \$100.00 per Hour Inspection	Calculated
Re-inspection Fees	\$100.00
Revision to Plan Previously Submitted - \$100.00 per Hour	Calculated
Use of Consultant for Plan Review and Inspection	Actual Cost
Tents/Temporary Membrane (greater than 400 SF)	\$100.00

Public Works – Engineering and Permitting

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Right-of-Way and Obstruction Permits (SMC Chapter 12.20)	Class 1: Short term maintenance: \$45.00 Class 2: Temporary Construction: \$65.00, plus review and inspection fees Class 3: Fixture and Encroachment: \$65.00;
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	Sidewalk café, add \$280.00/hr review fee; \$15.00 annual renewal fee Class 4: Heavy Right-of-Way Use: \$65.00, plus review and inspection fees
Public Improvement Civil Plan Review Fee	3% of Estimated Cost of Public Improvements, \$250 minimum
Public Improvement Inspection Fee	3% of Estimated Cost of Public Improvements, \$125 minimum
Public or Private Utility Work (Gas, Cable, Phone, Electric)	\$150 Application Fee, includes first two hours review and first two inspections.
Fine for Work in Right of Way without Permits	\$250.00 plus standard permit fee
Utility Connection Application Permit Fee a. Water & Reclaimed Water Connections b. Sewer & Storm Drainage Connections	\$170.00 plus applicable Meter and GFC \$65.00 plus applicable GFC
ESC, Grading, and Stormwater: Single Family All other Sites	\$150.00, Includes Review and Inspection \$320.00, Includes first four hours review and first two inspections.
Additional/Re-Inspection Fee	\$75.00 Per Hour
Additional Plan Review	\$75.00 Per Hour
Contracted Consultant for Plan Review or Inspection	Contract Consultant fees
Special Development Studies: Traffic Impact Reports, Hydrology studies, and similar.	Contract Consultant fees
Design Modification Request	\$150.00
Traffic Impact Fee	\$3,967.32 for SFR/varies based on use. Per SMC 17.12. See Attachment B for complete schedule.
Latecomer Agreement	\$280.00
Right-of-Way vacation	\$500.00

Stormwater

Stormwater Monthly Charges

Class of Service	Unit		2022	2023	2024	2025	2026
Single-Family	1 ERU		\$17.33	\$17.85	\$18.39	\$18.94	\$19.51
Duplex	2 ERUs		\$34.67	\$35.71	\$36.78	\$37.88	\$39.02
All Other Developed Parcels	Per ERU rounded to the nearest tenth		\$17.33	\$17.85	\$18.39	\$18.94	\$19.51

Note: 1 ERU = 2,900 square feet of impervious surface area. All other developed parcels: minimum of 1 ESU

Stormwater GFC

**** Technology Fee set at 4% of the applicable permit fee****



**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Class of Service	Unit: \$474.66 per ERU
Single-Family	1 ERU
Duplex	2 ERUs
All Other Developed Parcels	Per ERU rounded to the nearest tenth

Note: 1 ERU = 2,900 square feet of impervious surface area.

Sewer

Sewer Service Monthly Charges – Per SMC 14.28

Class of Service	2022 Base Charge	2022 Consumption Charge per C.F
Schedule 1: Single Family Residential & Duplex	\$52.06	\$0.1042
Schedule 2: Single Family & Duplex without Water Service	\$133.64 Flat Rate	N/A
Schedule 3: Triplex/Multi-Family/Mobile Home/Trailer Parks		
0 c.f. to 460 c.f. per Unit	\$52.06 Per Unit	\$0.0000
Each Unit over 460 c.f.	\$52.06 Per Unit	\$0.1125
Schedule 4: Commercial		
0 c.f. up to 1,000 c.f.	\$63.08	\$0.1127
1,001 c.f. to 2,000 c.f.	\$94.35	\$0.1127
Over 2,000 c.f.	\$130.88	\$0.1127
Schedule 5: Hotel/Motel		
0 c.f to 84 c.f. per Unit	\$9.53 Per Unit	\$0.0000
Each Unit over 84 c.f.	\$9.53 Per Unit	\$0.1127

Sewer Connection GFC

**** Technology Fee set at 4% of the applicable permit fee ****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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 (e.g. Tiny Homes).

Sewer Connection GFC (Grandview Heights only)

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

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

Biosolids

Class A Biosolids Fertilizer, per bag	Fee set by City Manager
<u>Receiving Hauled Biosolids Sludge:</u>	
Sludge up to 1.5% Total Suspended Solids	\$0.11 per gallon
Sludge 1.6% to 3% Total Suspended Solids	\$0.13 per gallon
Sludge 3.1% to 6% Total Suspended Solids	\$0.15 per gallon

Reclaimed Water Connection

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Water Meter Charge

Fee



3/4" Meter	\$335.06
1"	\$393.00
1.5"	\$747.68
2"	\$1,002.28
3"	\$2,461.28
4"	\$4,523.04
6"	\$5,236.66
Above 6"	\$11,047.41

Reclaimed Water Connection GFC

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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

Reclaimed Water Service Monthly Charges – Per SMC 16.06.010

Each account that is served shall pay the following monthly reclaimed water meter charge:

Meter Size	2022 Commercial
¾- inch	\$13.62
1-inch	\$16.81
1 ¼ - inch	\$19.89
1 ½ -inch	\$22.94



2-inch	\$33.54
2 ½ -inch	N/A
3-inch	\$88.43
4-inch	\$118.61
6-inch	\$195.61
8-inch	\$285.95
10-inch	\$438.56
12-inch	\$682.59

Monthly Reclaimed Water Consumption Charge – Per SMC 16.06.010

In addition to the monthly reclaimed water meter charge, each service shall pay a consumption charge of \$0.01915 for each cubic foot of reclaimed water consumed in a month.

Water

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Water Connection Meter Charge

3/4" meter	\$335.06
1" meter	\$393.00
1.5" meter	\$747.68
2" meter	\$1,002.28
3" meter	\$2,461.28
4" meter	\$4,523.04
6" meter	\$5,236.66
Above 6" meter	\$11,047.41

Water Connection GFC

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Water Meter Size

Weighting Factor

Fee



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

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

Water Service Monthly Charges – Per SMC 15.28

Schedule 1: Each account that is served shall pay the following monthly water meter charge:

Meter Size	2022 Single-Family	2022 Multifamily	2022 Commercial	2022 Irrigation	2022 Private Fire Line
¾- inch	\$15.99	\$14.10	\$13.62	\$42.24	\$10.22
1-inch	\$20.77	\$17.60	\$16.81	\$64.62	\$12.23
1 ¼ - inch	\$25.80	\$21.05	\$19.89	\$91.46	\$13.98
1 ½ -inch	\$30.85	\$24.52	\$22.94	\$118.27	\$15.74
2-inch	\$46.18	\$36.06	\$33.54	\$186.11	\$22.58
2 ½ -inch	N/A	N/A	N/A	N/A	N/A
3-inch	\$113.74	\$93.45	\$88.43	\$393.87	\$62.60
4-inch	\$158.18	\$126.49	\$118.61	\$595.85	\$81.84
6-inch	\$274.70	\$211.35	\$195.61	\$1,149.76	\$129.60
8-inch	\$412.47	\$311.15	\$285.95	\$1,812.66	\$185.37
10-inch	\$620.46	\$474.80	\$438.56	\$2,633.45	\$288.94
12-inch	\$949.51	\$735.75	\$682.59	\$3,903.20	\$455.89

Monthly Water Service Consumption Charge – Per SMC 15.28

In addition to the meter charge established in Schedule 1 above, each service shall pay the



following rate for each cubic foot of water consumed in a month:

Class of Service	2022 Consumption Charge per C.F
<u>Schedule 2: Single Family Residential</u> Each cubic foot up to 600 c.f. Each cubic foot in excess of 600 c.f. up to 1,500 c.f. Each cubic foot in excess of 1,500 c.f.	\$0.0335 \$0.0401 \$0.0498
<u>Schedule 3: Multifamily</u> (including duplex, triplex, mobile home, and trailer parks)	\$0.0389
<u>Schedule 4: Commercial</u> (including government, industrial, hotel/motel)	\$0.0383
<u>Schedule 5: Irrigation</u>	\$0.0498
<u>Schedule 6: Wholesale Rate</u> (Johns Prairie area owned by the Port of Shelton)	\$0.0345

Bulk Water and Hydrant Use Permits

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Annual Hydrant Water Use Permit Application Fee	\$72.00 Or prorated at \$6/mo if issued in the 4 th quarter
Hydrant Meter, Gate Valve, and Wrench Deposit and Rental Fee	\$750.00 refundable deposit \$75 per month rental fee
Hydrant Water Billing and Water Use Charge and PWM Hydrant Load/Use Charge	\$45.00 quarterly billing charge, plus commercial water consumption charge per SMC 15.28.050
Fine for connection to hydrant without permit	\$1,000.00
Fine for connection to hydrant without meter	\$500.00

Misc. Water Fees and Charges

Water Turn Off for Non-Payment	\$100.00
Water Disconnect:	
Regular Office Hours	\$0.00
*Emergency After Hours	\$150.00
*Disconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to	



disconnect water is to occur during City business hours only.	
Water Reconnect: Regular Business Hours *Emergency After Hours *Reconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to reconnect water is to occur during City business hours only.	 \$0.00 \$150.00
Fine for unauthorized connection/disconnection of water service	\$500.00
Fine for tampering with water meter, cutting lock, etc.	\$150.00 per instance



Public Works – Engineering and Permitting

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Right-of-Way and Obstruction Permits (SMC Chapter 12.20)	Class 1: Short term maintenance: \$45.00 Class 2: Temporary Construction: \$65.00, plus review and inspection fees Class 3: Fixture and Encroachment: \$65.00; Sidewalk café, add \$280.00/hr review fee; \$15.00 annual renewal fee Class 4: Heavy Right-of-Way Use: \$65.00, plus review and inspection fees
Public Improvement Civil Plan Review Fee	3% of Estimated Cost of Public Improvements, \$250 minimum
Public Improvement Inspection Fee	3% of Estimated Cost of Public Improvements, \$125 minimum
Public or Private Utility Work (Gas, Cable, Phone, Electric)	\$150 Application Fee, includes first two hours review and first two inspections.
Fine for Work in Right of Way without Permits	\$250.00 plus standard permit fee
Utility Connection Application Permit Fee a. Water & Reclaimed Water Connections b. Sewer & Storm Drainage Connections	\$170.00 plus applicable Meter and GFC \$65.00 plus applicable GFC
ESC, Grading, and Stormwater: Single Family All other Sites	\$150.00, Includes Review and Inspection \$320.00, Includes first four hours review and first two inspections.
Additional/Re-Inspection Fee	\$75.00 Per Hour
Additional Plan Review	\$75.00 Per Hour
Contracted Consultant for Plan Review or Inspection	Contract Consultant fees
Special Development Studies: Traffic Impact Reports, Hydrology studies, and similar.	Contract Consultant fees
Design Modification Request	\$150.00
Traffic Impact Fee	\$3,967.324,443.39 for SFR/varies based on use. Per SMC 17.12. See 2022 Attachment B for complete schedule.
Latecomer Agreement	\$280.00
Right-of-Way vacation	\$500.00

Commented [JH1]: SMC 17.12: ENR 2022 Oct to Oct Seattle Construction Cost Index, 12% increase.



Stormwater

Stormwater Monthly Charges

Class of Service	Unit		2022	2023	2024	2025	2026
Single-Family	1 ERU ESU		\$17.33	\$17.85	\$18.39	\$18.94	\$19.51
Duplex	2 ERU sESUs		\$34.67	\$35.71	\$36.78	\$37.88	\$39.02
All Other Developed Parcels	Per ERU -ESU rounded to the nearest tenth		\$17.33	\$17.85	\$18.39	\$18.94	\$19.51

Commented [JH2]: Municipal Code uses ESU, Equivalent Service Unit

Note: 1 ~~ERU~~-ESU = 2,900 square feet of impervious surface area. All other developed parcels: minimum of 1 ESU

Stormwater GFC- Per SMC 13.04

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Class of Service	Unit: \$474.66508.84 per ERU ESU
Single-Family	1 ERU ESU
Duplex	2 ERU sESUs
All Other Developed Parcels	Per ERU ESU rounded to the nearest tenth

Commented [JH3]: SMC 13.04.220: ENR Construction Cost Index 20 Cities Average. 2022: 7.2% Increase,

Note: 1 ~~ERU~~ESU = 2,900 square feet of impervious surface area.

Sewer

Sewer Service Monthly Charges – Per SMC 14.28

Class of Service	2022 2023 Base Charge	2022 2023 Consumption Charge per C.F
Schedule 1: Single Family Residential & Duplex	\$52.06 54.14	\$0.104 20.1084
Schedule 2: Single Family & Duplex without Water Service	\$133.64 138.99 Flat Rate	N/A
Schedule 3: Triplex/Multi-Family/Mobile Home/Trailer Parks 0 c.f. to 460 c.f. per Unit Each Unit over 460 c.f.	\$52.06 54.14 Per Unit \$52.06 Per Unit	\$0.0000 \$0.112 50.1170
Schedule 4: Commercial 0 c.f. up to 1,000 c.f. 1,001 c.f. to 2,000 c.f. Over 2,000 c.f.	\$63.08 65.60 \$94.35 98.12 \$130.88 136.12	\$0.112 70.1172 \$0.112 70.1172 \$0.112 70.1172
Schedule 5: Hotel/Motel 0 c.f to 84 c.f. per Unit Each Unit over 84 c.f.	\$9.53 9.92 Per Unit \$9.53 9.92 Per Unit	\$0.0000 \$0.112 70.1172



Sewer Connection GFC

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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 (e.g. Tiny Homes).

Commented [JH4]: Sewer GFC's last increased in 2016. SMC 14.28 does not include inflation increases. 2024 Rate and GFC study to commence in March 2023.

Sewer Connection GFC (Grandview Heights only)

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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



Biosolids

Class A Biosolids Fertilizer, per bag	Fee set by City Manager
<u>Receiving Hauled Biosolids Sludge:</u>	
Sludge up to 1.5% Total Suspended Solids	\$0.110 .113 per gallon
Sludge 1.6% to 3% Total Suspended Solids	\$0.130 .134 per gallon
Sludge 3.1% to 6% Total Suspended Solids	\$0.150 .155 per gallon

Commented [JH5]: 3% increase per year per existing ILA/Contracts

Reclaimed Water Connection

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Water Meter Charge

Fee

3/4" Meter	\$335.06
1"	\$393.00
1.5"	\$747.68
2"	\$1,002.28
3"	\$2,461.28
4"	\$4,523.04
6"	\$5,236.66
Above 6"	\$11,047.41

Reclaimed Water Connection GFC

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

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

Reclaimed Water Service Monthly Charges – Per SMC 16.06.010

Each account that is served shall pay the following monthly reclaimed water meter charge:

Meter Size	2022 Commercial
¾- inch	\$13.62
1-inch	\$16.81
1 ¼ - inch	\$19.89
1 ½ -inch	\$22.94
2-inch	\$33.54
2 ½ -inch	N/A
3-inch	\$88.43
4-inch	\$118.61
6-inch	\$195.61
8-inch	\$285.95
10-inch	\$438.56
12-inch	\$682.59

Monthly Reclaimed Water Consumption Charge – Per SMC 16.06.010

In addition to the monthly reclaimed water meter charge, each service shall pay a consumption charge of \$0.01915 for each cubic foot of reclaimed water consumed in a month.

Water

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Water Connection Meter Charge

<u>Meter Size</u>	<u>Meter Cost</u>	<u>Installation Fee</u>	<u>Inspection Fee</u>
<u>3/4" meter</u>	<u>\$335.06</u>	<u>\$100.00</u>	<u>N/A</u>



<u>1" meter</u>	<u>\$393.00</u>	<u>\$100.00</u>	<u>N/A</u>
<u>1.5" meter</u>	<u>Contractor Purchase</u>	<u>Contractor install</u>	<u>See note</u>
<u>2" meter</u>	<u>Contractor Purchase</u>	<u>Contractor install</u>	<u>See note</u>
<u>3" meter</u>	<u>Contractor Purchase</u>	<u>Contractor install</u>	<u>See note</u>
<u>4" meter</u>	<u>Contractor Purchase</u>	<u>Contractor install</u>	<u>See note</u>
<u>6" meter</u>	<u>Contractor Purchase</u>	<u>Contractor install</u>	<u>See note</u>
<u>Above 6" meter</u>	<u>Contractor Purchase</u>	<u>Contractor install</u>	<u>See note</u>

Note: Inspection fee is the Public Improvement Inspection Fee.

<u>3/4" meter</u>	<u>\$335.06</u>
<u>1" meter</u>	<u>\$393.00</u>
<u>1.5" meter</u>	<u>\$747.68</u>
<u>2" meter</u>	<u>\$1,002.28</u>
<u>3" meter</u>	<u>\$2,461.28</u>
<u>4" meter</u>	<u>\$4,523.04</u>
<u>6" meter</u>	<u>\$5,236.66</u>
<u>Above 6" meter</u>	<u>\$11,047.41</u>

Water Connection GFC

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

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

Commented [JH6]: Water GFC's last increased in 2016. SMC 15.28 does not include inflation increases. 2024 Rate and GFC study to commence in March 2023.



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

Water Service Monthly Charges – Per SMC 15.28

Schedule 1: Each account that is served shall pay the following monthly water meter charge:

Meter Size	2023 22 Single-Family	2023 22 Multifamily	2023 22 Commercial	2023 22 Irrigation	2023 22 Private Fire Line
¾-inch	\$15.99 16.46	\$14.10 14.52	\$13.62 14.03	\$42.24 43.51	\$40.22 10.53
1-inch	\$20.77 21.39	\$17.60 18.13	\$16.84 17.32	\$64.62 66.56	\$42.23 12.60
1 ¼-inch	\$25.80 26.58	\$21.05 21.68	\$19.89 20.49	\$91.46 94.21	\$43.98 14.40
1 ½-inch	\$30.85 31.78	\$24.52 25.26	\$22.94 23.63	\$118.27 121.82	\$45.74 16.22
2-inch	\$46.18 47.56	\$36.06 37.14	\$33.54 34.54	\$186.11 191.69	\$22.58 23.25
2 ½-inch	N/A	N/A	N/A	N/A	N/A 42.25
3-inch	\$113.74 117.15	\$93.45 96.26	\$88.43 91.08	\$393.87 405.68	\$62.60 64.48
4-inch	\$158.18 162.92	\$126.49 130.29	\$118.61 122.16	\$595.85 613.73	\$81.84 84.30
6-inch	\$274.70 282.94	\$211.35 217.69	\$195.64 201.47	\$1,149.76 1,184.25	\$129.60 133.49
8-inch	\$412.47 424.85	\$311.15 320.48	\$285.95 294.53	\$1,812.66 1,867.04	\$185.37 190.93
10-inch	\$620.46 639.07	\$474.80 489.05	\$438.56 451.72	\$2,633.45 2,712.45	\$288.94 297.61
12-inch	\$949.54 978.00	\$735.75 757.82	\$682.59 703.07	\$3,903.20 4,020.30	\$455.89 469.57

Monthly Water Service Consumption Charge – Per SMC 15.28

In addition to the meter charge established in Schedule 1 above, each service shall pay the following rate for each cubic foot of water consumed in a month:

Class of Service	20222023 Consumption Charge per C.F
<u>Schedule 2: Single Family Residential</u>	
Each cubic foot up to 600 c.f.	\$0.033 50.0345
Each cubic foot in excess of 600 c.f. up to 1,500 c.f.	\$0.040 10.0413
Each cubic foot in excess of 1,500 c.f.	\$0.049 80.0513
<u>Schedule 3: Multifamily</u> (including duplex, triplex, mobile home, and trailer parks)	\$0.038 90401
<u>Schedule 4: Commercial</u>	\$0.038 30395



(including government, industrial, hotel/motel)	
Schedule 5: Irrigation	\$0.04980513
Schedule 6: Wholesale Rate (Johns Prairie area owned by the Port of Shelton)	\$0.03450356

Bulk Water and Hydrant Use Permits

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Annual Hydrant Water Use Permit Application Fee	\$72.00 Or prorated at \$6/mo if issued in the 4 th quarter
Hydrant Meter, Gate Valve, and Wrench Deposit and Rental Fee	\$750.00 refundable deposit \$75 per month rental fee
Hydrant Water Billing and Water Use Charge and PWM Hydrant Load/Use Charge	\$45.00 quarterly billing charge, plus commercial water consumption charge per SMC 15.28.050
Fine for connection to hydrant without permit	\$1,000.00
Fine for connection to hydrant without meter	\$500.00

Misc. Water Fees and Charges

Water Turn Off for Non-Payment	\$100.00
Water Disconnect:	
Regular Office Hours	\$0.00
*Emergency After Hours	\$150.00
*Disconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to disconnect water is to occur during City business hours only.	
Water Reconnect:	
Regular Business Hours	\$0.00
*Emergency After Hours	\$150.00
*Reconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to reconnect water is to occur during City business hours only.	



Fine for unauthorized connection/disconnection of water service	\$500.00
Fine for tampering with water meter, cutting lock, etc.	\$150.00 per instance



Animal Shelter

Adoption Fee	\$200.00
Adoption Fee – previously spayed or neutered	\$100.00
Animal License (Yearly)	\$30.00
Animal License (Microchipped Pet Lifetime)	\$100.00
Spayed or Neutered (Yearly)	\$25.00
Service Dogs (Yearly)	No fee
Senior citizen 65 yrs. and older (Yearly)	\$15.00
Surrender of Dog - City residents only	\$40.00
Animal Impound (City residents)	First impoundment \$50.00 Second impoundment \$75.00 Third and subsequent impoundment \$150.00 All impound fees shall also be charged unpaid animal license fees.
Boarding fee (over 48 hours)	\$15.00 per/day (\$30.00 per/day after 48 hours)
Lost license or (transfer of license)	\$5.00(\$10.00)
Non-resident animal impound fee	First impoundment \$150.00 Second impoundment \$200.00 Third and subsequent impoundment \$250.00

Code Enforcement

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

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	\$68.00 <u>\$204.00</u> minimum
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included in the city request for abatement cost reimbursement per R.C.W. 35.21.955	
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Community Development – Planning

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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/Special 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 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
RV/Tent Occupancy Application	\$45.00
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

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

After Hours Inspections (Regular business hours 8am to 5pm Monday through Friday).	\$70.00 per hour (two hour minimum)
Re-inspection fee	\$70.00 <u>100.00</u> per hour (one hour minimum)
Inspections for which no fee is specifically indicated.	\$70.00 <u>100.00</u> per hour (one half hour minimum)
Additional plan review required for plan changes.	\$70.00 <u>100.00</u> per hour (one half <u>two</u> 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 \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</p> <p>\$1,000,000 and up: \$5,700 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</p>



Minimum Building Permit Fee	\$140.00
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	\$120.00 200.00 plus State surcharge
Reroof – residential only	\$115.00 140.00
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 or expired permit in same code cycle	\$140.00
Stock Plans	50% of the ICC plan review fee
Solid Fuel/Gas insert	\$140.00
Hearing Examiner appeal	\$2,400.00
Request for Reconsideration	\$500.00
Investigation fee	\$70.00 per hour (two hour minimum)
Mechanical Permit	Each mechanical permit: \$25.00 70.00 FURNACE:



	<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 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</p>
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	<p>(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: For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto: \$12.00<u>\$20.00</u></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<u>\$16.00</u></p>
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	<p>For each ventilation system which is not portion of any heating or air-conditioning system authorized by a permit: \$12.00<u>20.00</u></p> <p>For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood: \$12.00<u>20.00</u></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<u>100.00</u></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<u>20.00</u></p>
Mobile/Manufactured Home set-up	<p>Individual Lot: \$472.00<u>800.00</u></p> <p>Park Set: \$165.00<u>500.00</u></p>
Mobile Home Title Eliminations	\$30.00 <u>140.00</u>
Plan Review (All types other than Mechanical) *NOTE: Commercial kitchen based on project valuation of engineer's written estimate.	<p>65% of Permit fee Mechanical only: 25% of Permit fee</p>
Plumbing Permit	<p>Each permit: \$25.00<u>70.00</u></p> <p><i>NOTE: Unit Fee Schedule in addition to above</i></p> <p>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<u>16.00</u></p> <p>For each building sewer and each trailer park sewer: \$16.00</p> <p>Rainwater systems per drain (inside building): \$8.00<u>40.00</u></p>



	<p>For each cesspool where permitted: \$27.00</p> <p>For each private sewage disposal system: \$45.00</p> <p>For each water heater and/or vent: \$8.00<u>20.00</u></p> <p>For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps: \$20.00<u>8.00</u></p> <p>For each installation, alteration or repair of water piping and/or water treating equipment, each: \$8.00<u>20.00</u></p> <p>For each repair or alteration of drainage or vent piping, each fixture: \$8.00<u>20.00</u></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<u>20.00</u> • over 5, each: \$2.00<u>5.00</u>
Propane Tanks and Piping (above and below ground)	\$12.00 <u>100.00</u> per tank
Refund:	No permit fee refund will be allowed once any work has begun on a project. In order to request a refund of a permit fee, the request shall be addressed to the Building Official in writing and shall be received at the City of Shelton finance department within 180 days of the date of issuance of the permit; any refund request received after 180 days of



	<p>the date of permit issuance shall automatically be denied. At the discretion of the Building Official, refund requests may be approved or denied based on the status of a project. All approved refunds shall be limited to 7550% of the total permit fees paid. Refund requests shall only be considered for building, plumbing and mechanical permit fees. Refunds shall not include any plan review fees.</p>
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Fire – Development Review

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Commercial Site Plans	\$390.00
Subdivision or Planned Residential Development	\$328.00
Pre-Application Conference	\$95.00
Other Land Use Application	\$264.00

Fire – Alarm Fees

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

Fire Alarm System - Minor Alteration	\$100.00
Fire Alarm Zoned System - One Zone	\$296.00
Each Additional Zone	\$136.00
Fire Alarm Addressable System - 1 to 20 Devices	\$296.00
Each Additional Device	\$4.00

Fire – Suppression

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****



Commercial Cooking Extinguishing System/Protection	\$252.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems	\$372.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	\$100.00
Fire Hydrant - Each Additional Hydrant	\$40.00
Fire Sprinkler - Alteration to Existing System(s) (>4 heads)	\$200.00
Fire Sprinkler - New System - NFPA 13 (2 inspections)	\$472.00
NFPA 13 - Each Additional Riser	\$472.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	\$200.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	\$390.00
Other Extinguishing Systems	\$372.00
Standpipe System	\$200.00
Underground Fire Sprinkler Mains (2 inspections)	\$252.00

Fire – Other

*** Technology Fee set at 4% of the applicable permit fee***

*** If payment is made by credit card a processing fee of 2% will be added to the total. ***

Fireworks Display	\$208.00
Investigation Fee (work started without a permit)	Double Permit Fee
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100.00 Per Hour Review + \$100.00 per Hour Inspection	Calculated
Re-inspection Fees	\$100.00
Revision to Plan Previously Submitted - \$100.00 per Hour	Calculated
Use of Consultant for Plan Review and Inspection	Actual Cost
Tents/Temporary Membrane (greater than 400 SF)	\$100.00

Attachment B

Transportation Impact Fee Schedule - 2023

Land Uses	ITE Land Use Code	Unit of Measure	Basic Trip Rate PM Peak Trips/Unit ⁽¹⁾	New Trips Percent	New Trip Rate ⁽²⁾	Fee Per Unit ⁽³⁾
Cost per New Trip Generated:						\$4,399.40
Residential						
Single Family (Detached)	210	dwelling	1.01	100%	1.01	\$4,443.39
Multifamily – Apartment	220	dwelling	0.62	100%	0.62	\$2,727.63
Low-Rise Apartment (1-2 Floors)	221	occupied dwelling	0.58	100%	0.58	\$2,551.65
Multifamily – Condominium/Townhouse	230	dwelling	0.52	100%	0.52	\$2,287.69
Mobile Home Park	240	dwelling	0.59	100%	0.59	\$2,595.65
Senior Adult Housing – Detached	251	dwelling	0.26	100%	0.26	\$1,143.84
Senior Adult Housing – Attached	252	occupied dwelling	0.11	100%	0.11	\$483.93
Congregate Care	253	dwelling	0.17	100%	0.17	\$747.90
Assisted Living	254	bed	0.22	100%	0.22	\$967.87
Recreational Homes	260	dwelling	0.26	100%	0.26	\$1,143.84
Industrial						
Light Industrial	110	1,000 sf GFA	0.98	100%	0.98	\$4.31
Industrial Park	130	1,000 sf GFA	0.86	100%	0.86	\$3.78
Warehousing	150	1,000 sf GFA	0.47	100%	0.47	\$2.07
Mini-Warehouse	151	1,000 sf GFA	0.26	100%	0.26	\$1.14
Commercial-Services						
Hotel	310	room	0.59	100%	0.59	\$2,595.65
Motel	320	room	0.47	100%	0.47	\$2,067.72
Walk-in Bank (4a)	911	1,000 sf GFA	33.15	53%	17.57	\$77.30
Drive-In Bank	912	1,000 sf GFA	45.74	60%	27.44	\$120.72
Day Care Center	565	1,000 sf GFA	13.18	100%	13.18	\$57.98
Quick Lubrication Vehicle Shop (4b)	941	servicing position	5.19	57%	2.96	\$13,022.22
Automobile Care Center (4b)	942	1,000 sf GFA	3.38	57%	1.93	\$8.49
Gasoline/Service Station	944	VFP	13.86	58%	8.04	\$35,371.18
Service Station/ Minimart	945	VFP	13.38	44%	5.89	\$25,912.47
Service Station/ Minimart/Carwash (4c)	946	VFP	13.33	44%	5.87	\$25,824.48
Carwash (4a)	947	stall	5.54	53%	2.94	\$12,934.24
Movie Theater	444	seat	0.07	100%	0.07	\$307.96
Health/Fitness Club	492	1,000 sf GFA	4.05	100%	4.05	\$17.82
Commercial-Institutional						
Elementary School (5)	520	1,000 sf GFA	n/a	100%	n/a	n/a
Middle/Junior High School	522	1,000 sf GFA	1.19	100%	1.19	\$5.24
High School	530	1,000 sf GFA	0.97	100%	0.97	\$4.27
Community/Junior College	540	Student	0.12	100%	0.12	\$527.93
College/University	550	Student	0.21	100%	0.21	\$923.87
Church	560	1,000 sf GFA	0.66	100%	0.66	\$2.90
Hospital	610	1,000 sf GFA	1.18	100%	1.18	\$5.19
Nursing Home	620	1,000 sf GFA	0.42	100%	0.42	\$1.85
Commercial-Restaurant						
Quality Restaurant	931	1,000 sf GFA	7.49	80%	5.99	\$26.35
High-Turnover (Sit-down) Restaurant	932	1,000 sf GFA	10.92	57%	6.22	\$27.36
Fast Food Restaurant w/o Drive-thru	933	1,000 sf GFA	26.15	50%	13.08	\$57.54
Fast Food Restaurant with Drive-thru	934	1,000 sf GFA	34.64	50%	17.32	\$76.20
Tavern/Drinking Place	936	1,000 sf GFA	11.34	65%	7.37	\$32.42

Land Uses	ITE Land Use Code	Unit of Measure	Basic Trip Rate PM Peak Trips/Unit ⁽¹⁾	New Trips Percent	New Trip Rate ⁽²⁾	Fee Per Unit ⁽³⁾
Commercial-Office						
General Office Building	710	1,000 sf GFA	1.49	100%	1.49	\$6.56
Medical-Dental Office/Clinic	720	1,000 sf GFA	3.72	100%	3.72	\$16.37
Commercial-Retail						
Retail Shopping Center						
up to 49,999 sf	820	1,000 sf GLA	9.98	50%	4.99	\$21.95
50,000-99,999 sf	820	1,000 sf GLA	6.9	55%	3.80	\$16.72
100,000-199,999 sf	820	1,000 sf GLA	5.45	60%	3.27	\$14.39
200,000-299,999 sf	820	1,000 sf GLA	4.58	65%	2.98	\$13.11
300,000-399,999 sf	820	1,000 sf GLA	4.09	70%	2.86	\$12.58
400,000 sf and over	820	1,000 sf GLA	3.75	75%	2.81	\$12.36
Automobile Parts Sales	843	1,000 sf GFA	5.98	57%	3.41	\$15.00
Car Sales – New/Used (4d)	841	1,000 sf GFA	2.64	75%	1.98	\$8.71
Convenience Market	851	1,000 sf GFA	52.41	39%	20.44	\$89.92
Discount Club (4e)	861	1,000 sf GFA	4.24	77%	3.26	\$14.34
Electronic Superstore	863	1,000 sf GFA	4.5	60%	2.70	\$11.88
Toy Superstore (4f)	864	1,000 sf GFA	4.99	66%	3.29	\$14.47
Furniture Store	890	1,000 sf GFA	0.46	47%	0.22	\$0.97
Hardware/Paint Store	816	1,000 sf GFA	4.84	74%	3.58	\$15.75
Home Improvement Superstore	862	1,000 sf GFA	2.45	52%	1.27	\$5.59
Nursery/Garden Center (4d)	817	1,000 sf GFA	3.8	75%	2.85	\$12.54
Pharmacy/Drugstore w/o Drive-thru	880	1,000 sf GFA	8.42	47%	3.96	\$17.42
Pharmacy/Drugstore w/Drive-thru	881	1,000 sf GFA	8.62	51%	4.40	\$19.36
Supermarket	850	1,000 sf GFA	10.45	64%	6.69	\$29.43
Tire Store	848	1,000 sf GFA	4.15	72%	2.99	\$13.15
Tire Superstore (4g)	849	1,000 sf GFA	2.11	72%	1.52	\$6.69
Video Rental Store (4a)	896	1,000 sf GFA	13.6	53%	7.21	\$31.72
Free-Standing Discount Superstore	813	1,000 sf GFA	3.87	72%	2.79	\$12.27
Free-Standing Discount Store	815	1,000 sf GFA	5.06	83%	4.20	\$18.48

Source: ITE "Trip Generation 7th Edition"

GFA = Gross Floor Area
GLA = Gross Leasable Area
VFP = Vehicle Fuling Position

(1) The New Trip Percentage reduces the average trip rate based on average pass-by trip percentages published in the ITE Trip Generation Handbook (2nd Edition, 2004)

(2) For uses with the unit of measure in "1000 sf GFA" or "1000 sf GLA" the trip rate is given as trips per 1000 square feet

(3) For uses with the unit of measure in "1000 sf GFA" or "1000 sf GLA" the impact fee is given as dollars per square foot

(4) No pass-by rate are available. Pass-by rates were estimated from other similar uses:

Code	Land Use
4a	Drive-in Bank (912)
4b	Auto PArts Sales (843)
4c	Gasoline/Service Station w/Convenience Market (945)
4d	No data available. 25% estimated pass-by
4e	Discount Supermarket (854)
4f	Electronic Superstore (863)
4g	Tire Store (848)

(5) No average PM peak hour trip rate available. Need to perform own PM peak hour traffic count for the identified land use to calculate impact fee.

The Transportation Impact fee for uses located within the downtown core shall be subject to a reduced trip factor resulting in a fifteen (15) percent fee reduction. The downtown core is interpreted in this Ordinance as the properties west of Front Street, south of Cedar Street, east of 7th Street, with the southern limit extending to include properties with frontage on Cota Street between 7th and Front Street.

In-fill development, herein defined as residential development fully within parcels created prior to 1938, either a single lot or multiple lots, utilizing the lot configuration of the original subdivision, a subsequent boundary line adjustment or lot consolidation, but excluding development resulting from a replat of the subject lots, and which would require construction of full street improvements along the project frontage, including at a minimum a full width paved roadway section and curb, is exempt from transportation impact fees.



City of Shelton
525 Cota Street
Shelton, Washington 98584
Master Fee Schedule
RESOLUTION 1253-1122

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Type of Permit

Fee

General Government

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

*****Where applicable to certain fees**

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	\$200.00
Adoption Fee – previously spayed or neutered	\$100.00
Animal License (Yearly)	\$30.00
Animal License (Microchipped Pet Lifetime)	\$100.00
Spayed or Neutered (Yearly)	\$25.00
Service Dogs (Yearly)	No fee
Senior citizen 65 yrs. and older (Yearly)	\$15.00
Surrender of Dog - City residents only	\$40.00
Animal Impound (City residents)	First impoundment \$50.00 Second impoundment \$75.00 Third and subsequent impoundment \$150.00 All impound fees shall also be charged unpaid animal license fees.
Boarding fee (over 48 hours)	\$15.00 per/day (\$30.00 per/day after 48 hours)
Lost license or (transfer of license)	\$5.00(\$10.00)
Non-resident animal impound fee	First impoundment \$150.00 Second impoundment \$200.00 Third and subsequent impoundment \$250.00

Civic Center Rental

Damage Deposit	\$400.00
Kitchen	\$75.00
Black drapery	\$2.00 (per 10 foot section)
Staging	\$10.00 (use of 1 – 4 sections)
Equipment Rental	TV Monitor \$10.00 Multimedia Projector \$20.00
Meeting rooms	\$25.00 per hour for each 600 sq. ft.



Main meeting room	\$86.00 per hour
50% reduction in room rental for local government and non-profits during regular business hours	

Code Enforcement

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

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	\$204.00 minimum
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Parks and Recreation

Parks Master Plan	\$20.00
Ballfields and Playfields (Callahan Park/Loop Field.	Field Rental \$15.00 per hour Softball Field preparation \$30.00 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 per hour

Police Department

Fingerprints	\$15.00
Video Reproduction	\$10.00 Plus \$.50 per minute for redaction



Audio Reproduction	\$10.00
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

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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/Special 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 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
RV/Tent Occupancy Application	\$45.00
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

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total.****

After Hours Inspections (Regular business hours 8am to 5pm Monday through Friday).	\$70.00 per hour (two hour minimum)
Re-inspection fee	\$100.00 per hour (one hour minimum)
Inspections for which no fee is specifically indicated.	\$100.00 per hour (one half hour minimum)
Additional plan review required for plan changes.	\$100.00 per hour (two hour minimum)



<p>Note: For the building fees above, or the total; hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. Actual costs include administrative and overhead costs.</p>	
<p>Building Valuation</p> <p>*NOTE: all footnotes of Building Valuation Data as published by ICC shall apply</p>	<p>1) New construction, and remodels greater than 50%: of "R" occupancies The City of Shelton will utilize the International Code Council's "Building Valuation Data Table" on a two year lag as published in the August edition of the Building Safety Journal. The square footage valuations from this table will be implemented on the first day of September following publication and remain in force through August of the following year.</p> <p>2) Private garages, storage buildings, green houses and similar structures shall be valued as Utility, Miscellaneous</p> <p>3) Remodels less than 50% shall be valued at 50% of the table value from the ICC Building Valuation Data for occupancy specified.</p>
<p>Bulkheads</p>	<p>\$20.00 per cubic foot</p>
<p>Building Permit</p> <p>NOTE: Washington State surcharge applies: \$25.00 Commercial, \$6.50 Residential.</p>	<p>Valuation:</p> <p>\$1.00 to \$500.00: \$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
Minimum Building Permit fee	\$140.00
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	\$200.00 plus State surcharge
Reroof – residential only	\$140.00
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 expired permit in same code cycle	\$140.00
Stock Plans	50% of the plan review fee
Solid Fuel/Gas insert	\$140.00
Hearing Examiner appeal	\$2,400.00
Request for Reconsideration	\$500.00
Investigation fee	\$70.00 per hour (two hour minimum)



Mechanical Permit	<p>Each mechanical permit: \$70.00</p> <p>FURNACE:</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:</p> <p>For the installation, relocation or replacement of each appliance vent and not included in an appliance permit: \$8.00</p> <p>Repairs or Additions:</p> <p>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 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>
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	<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: For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto: \$20.00</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: \$12.00</p> <p>Ventilation and Exhaust:</p>
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	<p>For each ventilation fan connected to a single duct: \$16.00</p> <p>For each ventilation system which is not portion of any heating or air-conditioning system authorized by a permit: \$20.00</p> <p>For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood: \$20.00</p> <p>For the installation or relocation of each commercial or industrial-type incinerator: \$100.00</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: \$20.00</p>
Mobile/Manufactured Home set-up	<p>Individual Lot: \$800.00 Park Set: \$500.00</p>
Mobile Home Title Eliminations	\$140.00
Plan Review *NOTE: Commercial kitchen based on project valuation of engineer's written estimate.	65% of Permit fee
Plumbing Permit	<p>Each permit: \$70.00</p> <p><i>NOTE: Unit Fee Schedule in addition to above</i></p> <p>For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefore): \$16.00</p> <p>For each building sewer and each trailer park sewer: \$16.00</p> <p>Rainwater systems per drain (inside building): \$40.00</p> <p>For each cesspool where permitted: \$27.00</p>



	<p>For each private sewage disposal system: \$45.00</p> <p>For each water heater and/or vent: \$20.00</p> <p>For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps: \$20.00</p> <p>For each installation, alteration or repair of water piping and/or water treating equipment, each: \$20.00</p> <p>For each repair or alteration of drainage or vent piping, each fixture: \$20.00</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: \$20.00 • over 5, each: \$5.00
Propane Tanks and Piping (above and below ground)	\$100.00 per tank
Refund:	<p>No permit fee refund will be allowed once any work has begun on a project. In order to request a refund of a permit fee, the request shall be addressed to the Building Official in writing and shall be received at the City of Shelton finance department within 180 days of the date of issuance of the permit; any refund request received after 180 days of the date of permit issuance shall automatically be denied. At the discretion of the Building Official, refund requests may be</p>



	<p>approved or denied based on the status of a project. All approved refunds shall be limited to 50% of the total permit fees paid. Refund requests shall only be considered for building, plumbing and mechanical permit fees. Refunds shall not include any plan review fees.</p>
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Fire – Development Review

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Commercial Site Plans	\$390.00
Subdivision or Planned Residential Development	\$328.00
Pre-Application Conference	\$95.00
Other Land Use Application	\$264.00

Fire – Alarm Fees

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Fire Alarm System - Minor Alteration	\$100.00
Fire Alarm Zoned System - One Zone	\$296.00
Each Additional Zone	\$136.00
Fire Alarm Addressable System - 1 to 20 Devices	\$296.00
Each Additional Device	\$4.00

Fire – Suppression

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Commercial Cooking Extinguishing System/Protection	\$252.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems	\$372.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	\$100.00



Fire Hydrant - Each Additional Hydrant	\$40.00
Fire Sprinkler - Alteration to Existing System(s) (>4 heads)	\$200.00
Fire Sprinkler - New System - NFPA 13 (2 inspections)	\$472.00
NFPA 13 - Each Additional Riser	\$472.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	\$200.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	\$390.00
Other Extinguishing Systems	\$372.00
Standpipe System	\$200.00
Underground Fire Sprinkler Mains (2 inspections)	\$252.00

Fire – Other

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Fireworks Display	\$208.00
Investigation Fee (work started without a permit)	Double Permit Fee
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100.00 Per Hour Review + \$100.00 per Hour Inspection	Calculated
Re-inspection Fees	\$100.00
Revision to Plan Previously Submitted - \$100.00 per Hour	Calculated
Use of Consultant for Plan Review and Inspection	Actual Cost
Tents/Temporary Membrane (greater than 400 SF)	\$100.00

Public Works – Engineering and Permitting

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Right-of-Way and Obstruction Permits (SMC Chapter 12.20)	Class 1: Short term maintenance: \$45.00 Class 2: Temporary Construction: \$65.00, plus review and inspection fees Class 3: Fixture and Encroachment: \$65.00; Sidewalk café, add \$280.00/hr review fee; \$15.00 annual renewal fee Class 4: Heavy Right-of-Way Use: \$65.00, plus review and inspection fees
Public Improvement Civil Plan Review Fee	3% of Estimated Cost of Public Improvements, \$250 minimum
Public Improvement Inspection Fee	3% of Estimated Cost of Public Improvements, \$125 minimum



Public or Private Utility Work (Gas, Cable, Phone, Electric)	\$150 Application Fee, includes first two hours review and first two inspections.
Fine for Work in Right of Way without Permits	\$250.00 plus standard permit fee
Utility Connection Application Permit Fee a. Water & Reclaimed Water Connections b. Sewer & Storm Drainage Connections	\$170.00 plus applicable Meter and GFC \$65.00 plus applicable GFC
ESC, Grading, and Stormwater: Single Family All other Sites	\$150.00, Includes Review and Inspection \$320.00, Includes first four hours review and first two inspections.
Additional/Re-Inspection Fee	\$75.00 Per Hour
Additional Plan Review	\$75.00 Per Hour
Contracted Consultant for Plan Review or Inspection	Contract Consultant fees
Special Development Studies: Traffic Impact Reports, Hydrology studies, and similar.	Contract Consultant fees
Design Modification Request	\$150.00
Traffic Impact Fee	\$4,443.39 for SFR/varies based on use. Per SMC 17.12. See 2023 Attachment B for complete schedule.
Latecomer Agreement	\$280.00
Right-of-Way vacation	\$500.00

Stormwater

Stormwater Monthly Charges

Class of Service	Unit		2022	2023	2024	2025	2026
Single-Family	1 ESU		\$17.33	\$17.85	\$18.39	\$18.94	\$19.51
Duplex	2 ESUs		\$34.67	\$35.71	\$36.78	\$37.88	\$39.02
All Other Developed Parcels	Per ESU rounded to the nearest tenth		\$17.33	\$17.85	\$18.39	\$18.94	\$19.51

Note: 1 ESU = 2,900 square feet of impervious surface area. All other developed parcels: minimum of 1 ESU

Stormwater GFC- Per SMC 13.04

**** Technology Fee set at 4% of the applicable permit fee ****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Class of Service	Unit: \$508.84 per ESU
Single-Family	1 ESU
Duplex	2 ESUs
All Other Developed Parcels	Per ESU rounded to the nearest tenth

Note: 1 ESU = 2,900 square feet of impervious surface area.



Sewer

Sewer Service Monthly Charges – Per SMC 14.28

Class of Service	2023 Base Charge	2023 Consumption Charge per C.F
Schedule 1: Single Family Residential & Duplex	\$54.14	\$0.1084
Schedule 2: Single Family & Duplex without Water Service	\$138.99 Flat Rate	N/A
Schedule 3: Triplex/Multi-Family/Mobile Home/Trailer Parks		
0 c.f. to 460 c.f. per Unit	\$54.14 Per Unit	\$0.0000
Each Unit over 460 c.f.	\$52.06 Per Unit	\$0.1170
Schedule 4: Commercial		
0 c.f. up to 1,000 c.f.	\$65.60	\$0.1172
1,001 c.f. to 2,000 c.f.	\$98.12	\$0.1172
Over 2,000 c.f.	\$136.12	\$0.1172
Schedule 5: Hotel/Motel		
0 c.f to 84 c.f. per Unit	\$9.92 Per Unit	\$0.0000
Each Unit over 84 c.f.	\$9.92 Per Unit	\$0.1172

Sewer Connection GFC

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

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 (e.g. Tiny Homes).

Sewer Connection GFC (Grandview Heights only)

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****



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

Biosolids

Class A Biosolids Fertilizer, per bag	Fee set by City Manager
<u>Receiving Hauled Biosolids Sludge:</u>	
Sludge up to 1.5% Total Suspended Solids	\$0.113 per gallon
Sludge 1.6% to 3% Total Suspended Solids	\$0.134 per gallon
Sludge 3.1% to 6% Total Suspended Solids	\$0.155 per gallon

Reclaimed Water Connection

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Water Meter Charge	Fee
3/4" Meter	\$335.06
1"	\$393.00
1.5"	\$747.68
2"	\$1,002.28
3"	\$2,461.28
4"	\$4,523.04
6"	\$5,236.66
Above 6"	\$11,047.41



Reclaimed Water Connection GFC

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

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

Reclaimed Water Service Monthly Charges – Per SMC 16.06.010

Each account that is served shall pay the following monthly reclaimed water meter charge:

Meter Size	2023 Commercial
¾- inch	\$13.62
1-inch	\$16.81
1 ¼ - inch	\$19.89
1 ½ -inch	\$22.94
2-inch	\$33.54
2 ½ -inch	N/A
3-inch	\$88.43
4-inch	\$118.61
6-inch	\$195.61
8-inch	\$285.95
10-inch	\$438.56
12-inch	\$682.59



Monthly Reclaimed Water Consumption Charge – Per SMC 16.06.010

In addition to the monthly reclaimed water meter charge, each service shall pay a consumption charge of \$0.01915 for each cubic foot of reclaimed water consumed in a month.

Water

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Water Connection Meter Charge

Meter Size	Meter Cost	Installation Fee	Inspection Fee
3/4" meter	\$335.06	\$100.00	N/A
1" meter	\$393.00	\$100.00	N/A
1.5" meter	Contractor Purchase	Contractor install	See note
2" meter	Contractor Purchase	Contractor install	See note
3" meter	Contractor Purchase	Contractor install	See note
4" meter	Contractor Purchase	Contractor install	See note
6" meter	Contractor Purchase	Contractor install	See note
Above 6" meter	Contractor Purchase	Contractor install	See note

Note: Inspection fee is the Public Improvement Inspection Fee.

Water Connection GFC

***** Technology Fee set at 4% of the applicable permit fee*****

***** If payment is made by credit card a processing fee of 2% will be added to the total. *****

Water Meter Size

Weighting Factor

Fee

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

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



Water Service Monthly Charges – Per SMC 15.28

Schedule 1: Each account that is served shall pay the following monthly water meter charge:

Meter Size	2023 Single-Family	2023 Multifamily	2023 Commercial	2023 Irrigation	2023 Private Fire Line
¾- inch	\$16.46	\$14.52	\$14.03	\$43.51	\$10.53
1-inch	\$21.39	\$18.13	\$17.32	\$66.56	\$12.60
1 ¼ - inch	\$26.58	\$21.68	\$20.49	\$94.21	\$14.40
1 ½ -inch	\$31.78	\$25.26	\$23.63	\$121.82	\$16.22
2-inch	\$47.56	\$37.14	\$34.54	\$191.69	\$23.25
2 ½ -inch	N/A	N/A	N/A	N/A	42.25
3-inch	\$117.15	\$96.26	\$91.08	\$405.68	\$64.48
4-inch	\$162.92	\$130.29	\$122.16	\$613.73	\$84.30
6-inch	\$282.94	\$217.69	\$201.47	\$1,184.25	\$133.49
8-inch	\$424.85	\$320.48	\$294.53	\$1,867.04	\$190.93
10-inch	\$639.07	\$489.05	\$451.72	\$2,712.45	\$297.61
12-inch	\$978.00	\$757.82	\$703.07	\$4,020.30	\$469.57

Monthly Water Service Consumption Charge – Per SMC 15.28

In addition to the meter charge established in Schedule 1 above, each service shall pay the following rate for each cubic foot of water consumed in a month:

Class of Service	2023 Consumption Charge per C.F
<u>Schedule 2: Single Family Residential</u> Each cubic foot up to 600 c.f. Each cubic foot in excess of 600 c.f. up to 1,500 c.f. Each cubic foot in excess of 1,500 c.f.	\$0.0345 \$0.0413 \$0.0513
<u>Schedule 3: Multifamily</u> (including duplex, triplex, mobile home, and trailer parks)	\$0.0401
<u>Schedule 4: Commercial</u> (including government, industrial, hotel/motel)	\$0.0395
<u>Schedule 5: Irrigation</u>	\$0.0513
<u>Schedule 6: Wholesale Rate</u>	\$0.0356



(Johns Prairie area owned by the Port of Shelton)	
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Bulk Water and Hydrant Use Permits

**** Technology Fee set at 4% of the applicable permit fee****

**** If payment is made by credit card a processing fee of 2% will be added to the total. ****

Annual Hydrant Water Use Permit Application Fee	\$72.00 Or prorated at \$6/mo if issued in the 4 th quarter
Hydrant Meter, Gate Valve, and Wrench Deposit and Rental Fee	\$750.00 refundable deposit \$75 per month rental fee
Hydrant Water Billing and Water Use Charge and PWM Hydrant Load/Use Charge	\$45.00 quarterly billing charge, plus commercial water consumption charge per SMC 15.28.050
Fine for connection to hydrant without permit	\$1,000.00
Fine for connection to hydrant without meter	\$500.00

Misc. Water Fees and Charges

Water Turn Off for Non-Payment	\$100.00
Water Disconnect:	
Regular Office Hours	\$0.00
*Emergency After Hours	\$150.00
*Disconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to disconnect water is to occur during City business hours only.	
Water Reconnect:	
Regular Business Hours	\$0.00
*Emergency After Hours	\$150.00
*Reconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to reconnect water is to occur during City business hours only.	
Fine for unauthorized connection/disconnection of water service	\$500.00
Fine for tampering with water meter, cutting lock, etc.	\$150.00 per instance



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: 12/06/2022
Brief Date: 01/03/2023
Action Date: 01/17/2023

Department: Public Works
Presented By: Ken Gill

APPROVED FOR COUNCIL PACKET:		PROGRAM/PROJECT TITLE: Olympic Region Local Programs Project Administration Agreement (PAA)	Action Requested:
ROUTE TO:	REVIEWED:	ATTACHMENTS:	
<input checked="" type="checkbox"/> Dept. Head	J.O.H.	- LRSP Award Letter	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Finance Director		- Olympic Region Local Programs PAA-Systemic Pedestrian Safety Improvements	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Attorney		-Resolution No. 1254-1222	<input checked="" type="checkbox"/> Motion
<input checked="" type="checkbox"/> City Clerk		-Grant submittal preliminary designs	<input type="checkbox"/> Other
<input type="checkbox"/> City Manager		-Local Programs LRSP awards statewide	

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Shelton competed statewide and was awarded \$1,295,00 in federal funding in September 2022 to construct crosswalk improvements at Olympic Highway North and I Street, Olympic Highway South and Bellevue Ave, West Railroad Ave, and 3rd Street and to evaluate the existing signal at West Railroad Ave and 7th Street. The attached award letter has a detailed project summary, schedule and project costs that show the amount awarded. The grant funds are for design, right-of-way acquisition and construction. The funding requires no local match if obligation for all phases of the project occurs by April 30, 2026.

Shelton is not a certified agency (awarded by WSDOT after you show the ability/need) to manage a state or federally funded project without "checking in" with the WSDOT Local Programs Engineer at specified milestones during the project. Prior to preparing documents to use the funds, the City needs to sign the attached Olympic Region Local Programs Project Administration Agreement (PAA) for the project. The agreements describe 14 items Shelton needs to perform throughout the project; these are the "strings" associated with accepting this funding.

ANALYSIS/OPTIONS/ALTERNATIVES:

Council could choose to not sign the agreements and relinquish the funding.

BUDGET/FISCAL INFORMATION:

The project is included in the FY 2023 budget in the amount of \$1,160,000 and the remaining grant funds will be budgeted prior to construction of the improvements

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to place Resolution No. 1254-1222 on the action agenda of the January 17th council meeting".

September 13, 2022

Mr. Jay Harris, PE
Public Works Director
City of Shelton
525 West Cota Street
Shelton, Washington 98584

**Systemic Pedestrian Safety Improvements
2022 City Safety Selections
Federal Funding**

Dear Mr. Harris:

WSDOT is pleased to advise you that the above-mentioned safety project was recently selected to receive funding through the Highway Safety Improvement Program (HSIP). The federal funding is limited to the amount shown below:

Systemic Pedestrian Safety Improvements **\$1,295,000**

Scope: See attached Project Summary – delivered as one contract.

NOTE: The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2026. If any phase is not obligated by this date, remaining funding will be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT Local Programs.

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

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for the requirements regarding programming, authorization, reimbursement, etc.;
 - ✓ Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP);
 - ✓ Funding and billing forms;
 - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Shelton** and your password is **Shelt396**. The password is case sensitive.
- If the project is not actively pursued, or becomes inactive (23 CFR 630), the project is at risk of being cancelled, and funds reprogrammed.
- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

Jay Harris
City of Shelton
2022 City Safety Selections
September 9, 2022

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

For assistance please contact John Ho, your Region Local Programs Engineer at 564.669.1018.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jay Drye", with a long horizontal flourish extending to the right.

Jay Drye, PE
Director
Local Programs

JD:st:ml
Enclosure

cc: John Ho, Olympic Region Local Programs Engineer, MS 47440

Project Summary

Program: 2022 City Safety Program

Date: August 2022

Agency: City of Shelton

Project Title: Systemic Pedestrian Safety Improvements

Project Description: Install rectangular rapid flashing beacons, curb extensions, street lighting, sidewalk, signal phasing improvements, and crosswalk improvements.

Detailed Project Description

Install rectangular rapid flashing beacons, curb extensions, street lighting, sidewalk, signing, pavement markings and curb ramps as needed. Evaluate signal phasing from permitted to protected or protected/permitted left-turn phasing.

Locations:

1. Install rectangular rapid flashing beacons, curb extensions, street lighting, high visibility crosswalk markings, signing, pavement markings and curb ramps as needed:
 - a. Olympic Highway N and I Street
2. Relocate crosswalk, install rectangular rapid flashing beacons, high visibility crosswalk markings, signing, pavement markings and curb ramps as needed. Extend sidewalk from proposed crosswalk on Bellevue Ave. (MP 1.60) to Arcadia Ave. (MP 1.49).
 - a. Olympic Highway S and Bellevue Ave.
3. Install rectangular rapid flashing beacons and curb ramps as needed:
 - a. W. Railroad Ave. and 3rd St.
4. Evaluate existing traffic signal at W Railroad Avenue/7th Street to assess changing permitted left-turn phasing to protected or protected/permitted left-turn phasing:
 - a. W. Railroad Ave. and 7th St.

Note: Project above includes associated ADA and utility work as needed.

Project Schedule (Estimated)

Project added to the STIP	7/23
Project agreement signed with WSDOT Local Programs	10/23
Begin PE (phase authorized by FHWA through WSDOT)	12/23
Community/stakeholder engagement complete	10/24
Environmental documents approved by WSDOT	12/24
Begin right-of-way (phase authorized by FHWA through WSDOT)	6/24
Right-of-Way completed (certification by FHWA through WSDOT)	12/24
Contract advertised	1/25
Contract awarded	3/25
Construction complete	6/25

Project Cost and Award Amount

Phase	Total Cost	Local Match	Amount Awarded
Preliminary Engineering	\$155,000	\$0	\$155,000
Right-of-Way	\$70,000	\$0	\$70,000
Construction	\$1,070,000	\$0	\$1,070,000
Total	\$1,295,000	\$0	\$1,295,000

* Project must obligate construction funds by April 30, 2025 to waive the 10% local match requirement.

If you agree to the project summary described above, please sign or electronically sign below and return to Ed Spilker at Ed.Spilker@wsdot.wa.gov.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): _____

Jeff Niten

Approving Authority Signature: _____

JEFF NITEN

Date: _____

8.31.22

Olympic Region Local Programs Project Administration Agreement

Shelton	Systemic Pedestrian Safety Improvements
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 Highway Safety Improvement Program (HSIP) federally 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 federal funds.
2. The STATE and the CITY have designated CA Managers as shown below:

STATE:	City
John Ho, PE WSDOT Olympic Region Local Programs HoJohn@wsdot.wa.gov 360-357-2631 (office) 564-669-1018 (cell)	Ken Gill, PE City Engineer 525 West Cota Street Shelton, WA 98374 Ken.Gill@SheltonWA.gov 360-432-5144 (office) 360-490-0453 (cell)

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 FHWA, 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 FHWA 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 FHWA funds will require significant effort to manage and provide all of the documentation required by FHWA. 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. Bi-annual Local Project Reports must be submitted by the CITY before the end June 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

JEFF NITEN, CITY MANAGER

By: _____

Date: _____

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
JOHN HO, OLYMPIC REGION LOCAL
PROGRAMS ENGINEER

By: John Ho

Date: December 16, 2022

RESOLUTION NO. 1254-1222

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, APPROVING
THE OLYMPIC REGION LOCAL PROGRAMS PROJECT ADMINISTRATION AGREEMENT FOR
SYSTEMIC PEDESTRIAN SAFETY IMPROVEMENTS, AND AUTHORIZING THE CITY
MANAGER TO SIGN THE OLYMPIC REGION LOCAL PROGRAMS PROJECT
ADMINISTRATION AGREEMENT**

WHEREAS, in September 2021 Shelton was awarded \$1,295,000 in federal funding the 2022 City Safety Selections by WSDOT; and

WHEREAS, the federal funding requires training, knowledge, and experience to manage the project to comply with the Local Agency Guidelines (LAG) manual; and the City of Shelton has no staff with this training.

WHEREAS, WSDOT Local Programs allows the City of Shelton to operate under an extension of their authority through an Olympic Region Local Programs Project Administration Agreement; and

WHEREAS, an Olympic Region Local Programs Project Administration Agreement has been negotiated between Ken Gill, City Engineer, and Andrea Archer-Parsons, Assistant WSDOT Olympic Region Local Programs Engineer for this project; and

WHEREAS, the match amount for this funding is waived for all phases authorized prior to April 30, 2026; and

THEREFORE, BE IT RESOLVED by the City Council of the City of Shelton that the Olympic Region Local Programs Project Administration Agreement is approved, and the City Manager is authorized to sign this agreement.

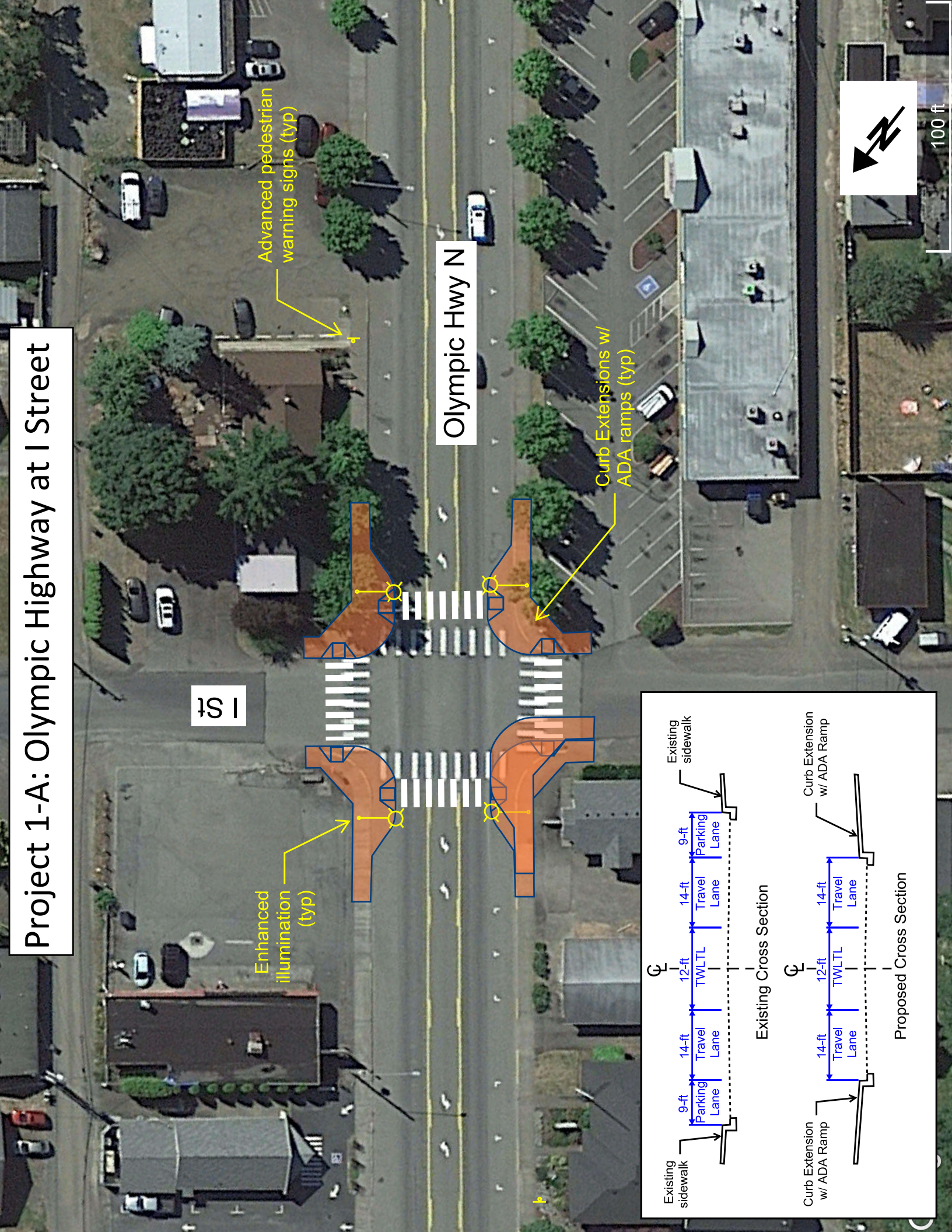
Passed by the City Council at its regular meeting held on the 17th day of January 2023.

Mayor Onisko

ATTEST:

City Clerk Nault

Project 1-A: Olympic Highway at I Street



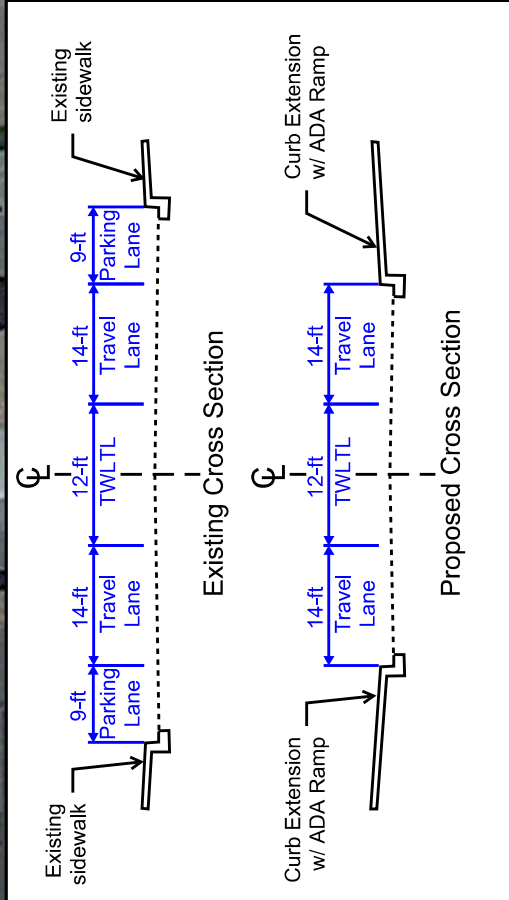
I St

Olympic Hwy N

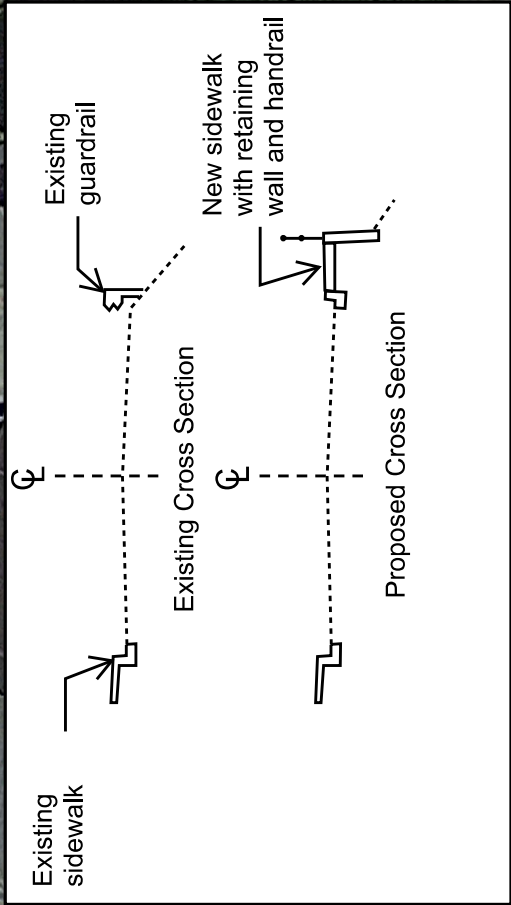
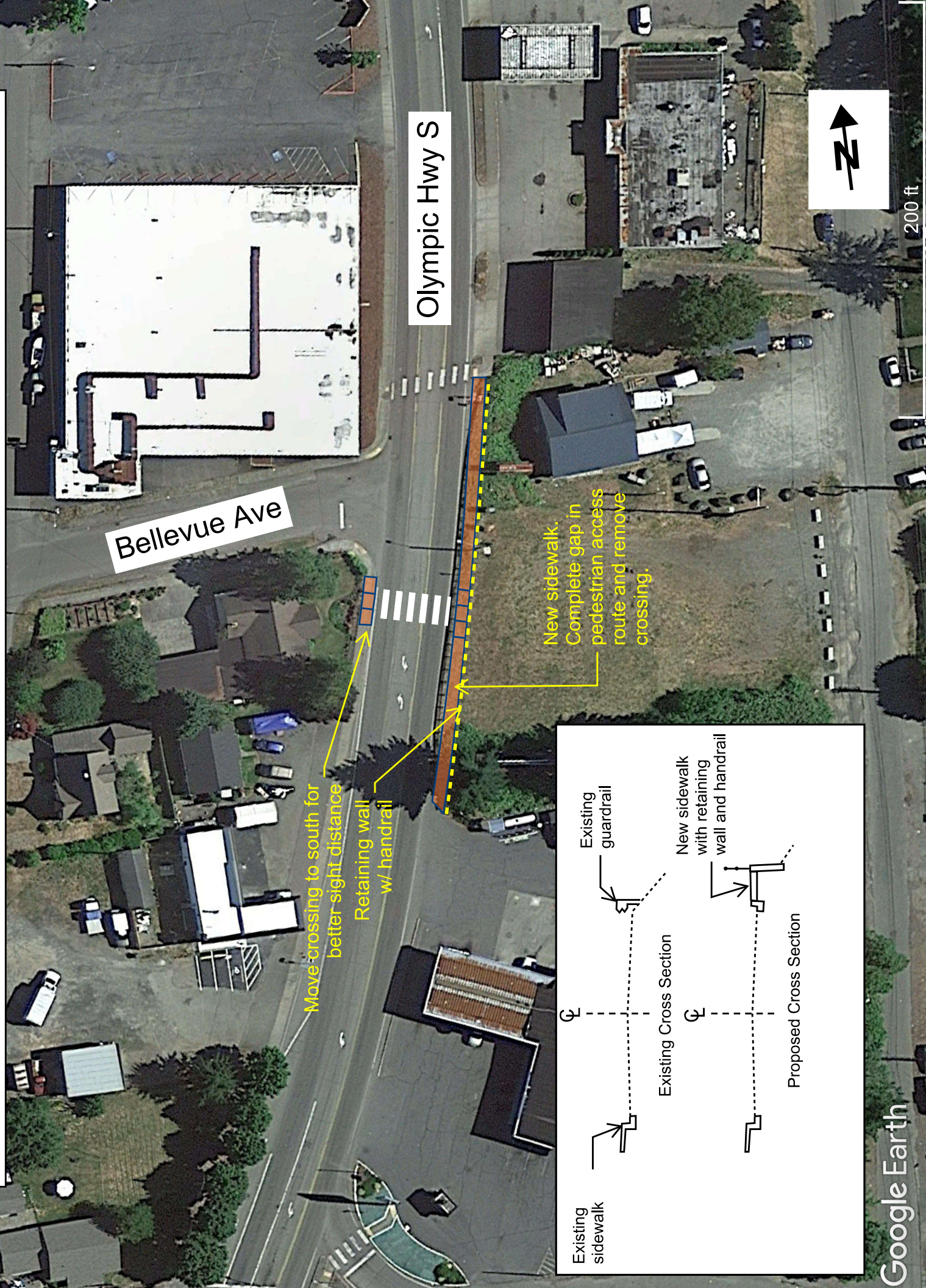
Enhanced illumination (typ)

Advanced pedestrian warning signs (typ)

Curb Extensions w/ ADA ramps (typ)



Project 1-B: Olympic Highway S (SR 3) Mid-Block Pedestrian Crossing



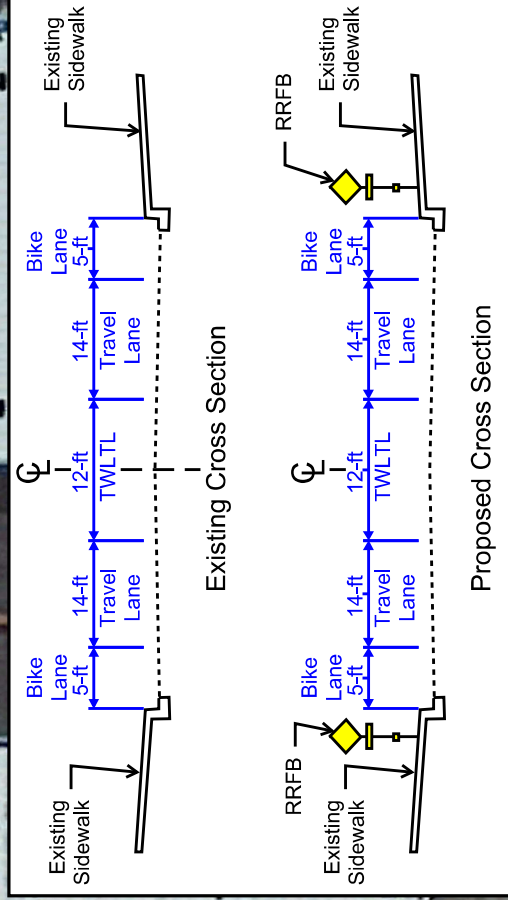
Project 2-B: W Railroad Avenue Between 8th Street and 1st Street

- Evaluate existing traffic signal and intersection operations at W Railroad Avenue/7th Street to assess potential protect left-turn phasing (not shown).
- Consider adding yield to pedestrian crossing signage on traffic mast arm sat W Railroad Avenue/7th Street (not shown).

3rd St

Add RRFBs at crossing

Railroad Ave



2022 City Safety Program—Approved Funding Awards

Agency	Project Title	Award Amount
Aberdeen	Systemic Pedestrian Safety Improvements	\$640,000
Auburn	Roundabout Implementation at R Street SE and 21st Street SE	\$1,667,000
Auburn	Citywide Uncontrolled Intersection Crosswalk Enhancements	\$600,000
Battle Ground	NW 20th Avenue and NW 9th Street Intersection Improvements	\$508,000
Bellevue	Coal Creek Parkway Corridor Safety Improvements	\$1,240,000
Bothell	Citywide Pedestrian Safety Improvements	\$340,000
Camas	Citywide Horizontal Curve Safety Improvements	\$360,000
Centralia	Systemic Horizontal Curve Safety Improvements	\$358,000
DuPont	Systemic Pedestrian Safety Improvements	\$539,000
Everett	Citywide Systemic Pedestrian and Bicyclist Data Collection Project	\$139,000
Federal Way	Systemic High Friction Surface Treatment Improvements	\$952,000
Fife	Citywide Intersection Illumination Improvements	\$598,000
Kelso	Systemic Pedestrian Safety Improvements	\$865,000
Kennewick	Systemic Safety Street Lighting Improvements	\$363,000
Kent	Canyon Drive and Weiland Street Access Control	\$111,000
Kent	104th Avenue Pedestrian Safety Improvements	\$807,000
Kent	4th Avenue Road Diet Phases 2 and 3	\$936,000
Kirkland	Pedestrian and Bicyclist Safety Improvements	\$500,000
La Center	Systemic Horizontal Curve and Roadway Departure Safety Improvements	\$880,000
Lakewood	Custer Road Safety Improvements	\$1,420,000
Longview	Systemic Pedestrian Crossing Improvements	\$1,743,000
Maple Valley	Stop and Speed Limit Sign Safety Enhancements	\$317,000
Marysville	Citywide Pedestrian Safety Improvements	\$703,000
Mercer Island	Traffic Signal Safety Improvements	\$185,000
Pasco	Citywide Injury Minimization and Speed Management Implementation	\$300,000
Pasco	A Street and 6th Avenue Pedestrian Crossing Improvements	\$702,000
Port Angeles	E 1st St, Front St, and Marine Dr Pedestrian Safety Enhancements	\$1,280,000
Port Orchard	Street Lighting Improvements	\$220,000
Port Townsend	Discovery Road Bicycle and Pedestrian Safety Improvements	\$233,000
Pullman	Citywide Intersection Improvements	\$1,062,000
Pullman	Citywide Pedestrian Crossing Improvements	\$574,000
Richland	Systemic Stop-controlled Intersections	\$1,379,000
Richland	Systemic Pedestrian Safety Improvements	\$448,000
Ridgefield	Systemic Horizontal Curve Safety Improvements	\$360,000
Ridgefield	S 11th Street and S Timm Road Intersection Safety Improvements	\$380,000
SeaTac	Systemic Intersection and Pedestrian Safety Improvements	\$957,000
Seattle	Pedestrian Crossing Safety Improvements	\$1,330,000
Shelton	Systemic Pedestrian Safety Improvements	\$1,295,000
Shoreline	Meridian Avenue Bicycle Lanes	\$625,000
Spokane	Arterial Pedestrian Hybrid Beacons	\$1,929,000
Spokane Valley	Trent Avenue Access Control Safety Improvements	\$419,000

Agency	Project Title	Award Amount
Spokane Valley	Retroreflective Signal Backplates	\$122,000
Sumner	Systemic Horizontal Curve and Roadway Departure Safety Improvements	\$903,000
Sunnyside	Pedestrian Safety Improvements	\$780,000
Tacoma	S 25th St Traffic Safety Enhancements	\$1,780,000
Walla Walla	Rose Street Road Diet–Carey Court to Palouse Street	\$750,000
Washougal	32nd Street from Addy Street to Stiles Road Corridor Improvements	\$896,000
Wenatchee	Fifth and Emerson Pedestrian Crossing	\$276,000
Wenatchee	City of Wenatchee 2023 Traffic Counts	\$50,000
Yakima	Systemic Pedestrian and Bicyclist Data Collection	\$260,000
Yakima	Systemic Pedestrian Safety Improvements	\$317,000



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E3)

Touch Date: 12/06/2022
Brief Date: 01/03/2023
Action Date: 01/17/2023

Department: Public Works
Presented By: City Engineer Ken Gill

APPROVED FOR COUNCIL PACKET:

ROUTE TO:

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

REVIEWED:

J.O.H.

PROGRAM/PROJECT TITLE:
Brockdale Road Project Award

ATTACHMENTS:

- Resolution No. 1255-1222
- Bid Tabulation
- RH2 recommendation for award
- 2021 STBG funding
- 2023 Budget Request for OHN
- Project Limits and Traffic Control Plan

Action Requested:

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

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Brockdale Road is listed in Shelton's Six Year Transportation Improvement Program. The improvements consist of new pavement surfacing and channelization on Brockdale Road from Wallace-Kneeland Blvd to Batstone Cut-off Road. WSDOT approval for advertisement was approved in late September 2022 and Shelton advertised for bids in the Shelton-Mason County Journal and Seattle Daily Journal of Commerce in October 2022. The bid advertisement was also posted on the Builder's Exchange of Washington website and the City Bidding Opportunities webpage.

Six bids were received and opened that ranged from \$267,322.40 (Miles Resources, LLC) to \$546,285.00 (Central Paving) on November 15th, 2022. The bid tabulation and recommendation for award letter prepared by RH2 (design engineer of record for the project) are attached.

Award of the project must be approved by WSDOT Local Programs, after bids have been opened and prior to construction. Staff received approval to award the construction contract on December 6th, 2022 from John Ho, WSDOT Olympic Region Local Programs Engineer.

ANALYSIS/OPTIONS/ALTERNATIVES:

Decline to award the contract to the responsible low bidder, not complete the project and return grant funds.

BUDGET/FISCAL INFORMATION:

In 2021 staff applied and secured \$278,000 federal funding from the Surface Transportation Block Grant (STBG) program allocation to Mason County. The federal funding requires a 13.5% match. Additionally, \$80,000 of Transportation Benefit District (TBD) funding was budgeted in 2022. The total funding available is the sum of these amounts (\$358,000). The project has spent about \$59,208.50 in design in 2022. In 2023 the project expects to spend \$267,322.40 for construction, \$38,318.32 for construction management and budget a 10% construction contingency (\$26,732.24). Staff proposes to supplement this \$33,581.46 budget short fall with 2023 TBD funds proposed for Olympic Highway North from C Street to Wallace Kneeland. Staff submitted a Transportation Improvement Board grant application for Olympic Highway North from C Street to Wallace Kneeland in August 2022 that included \$66K in TBD funding. TIB staff informed Shelton in December 2022

that this project was not selected in 2023. The Olympic Highway North from C Street to Wallace Kneeland would score better in the next round of TIB funding after existing TIB funding for Railroad Ave had been used. A supplemental budget amendment will be prepared for approximately \$33,581.46 (\$6,849.22+ \$26,732.24) from the street fund at a future council meeting.

	<i>Project Cost</i>	<i>Source of Funding</i>	
Design	\$59,208.50	\$80,000	2022 TBD
Construction	\$267,322.40	\$278,000	2021 STBG
Construction Management	\$38,318.32	\$6,849.22	2023 Street Supplement
10% Contingency (of Construction)	\$26,732.24	\$26,732.24	2023 Street Supplement
Total	\$391,581.46	\$391,581.46	

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to place Resolution No. 1255-1222 on the action agenda of the January 17th council meeting"*.

RESOLUTION NO. 1255-1222

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON
AUTHORIZING THE CITY MANAGER TO APPROVE A LOCAL AGENCY CONTRACT WITH MILES
RESOURCES, LLC FOR COMPLETION OF THE BROCKDALE RD RESURFACING PROJECT**

WHEREAS, an Invitation to Bid was advertised in the Shelton-Mason County Journal on October 20 and 27, 2022 and the Seattle Daily Journal of Commerce on October 18 and 25, 2022;

WHEREAS, the City received six bids in response to the Invitation to Bid, which were opened on November 15, 2022; and

WHEREAS, Miles Resources, LLC had the lowest responsible bid of \$267,322.40.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton that the City Manager is authorized to sign a Local Agency Contract with Miles Resources, LLC for the completion of the Brockdale Rd Resurfacing Project, and the Public Works Director is authorized to execute change orders up to ten percent of the original Contract amount.

INTRODUCED on the 3rd day of January 2023 and **PASSED** by the City Council at its regular meeting held on this 17th day of January 2023.

ATTEST:

Mayor Onisko

City Clerk Nault



December 6, 2022

Mr. Ken Gill, PE
City of Shelton
525 W. Cota Street
Shelton, WA 98584

Sent Via: Email

**Subject: Evaluation of Bids and Recommendation of Award
Brockdale Road Resurfacing Project
STPUS-5435(002)**

Dear Ken:

This letter summarizes our review of the bids received for the subject project and presents our recommendation for award. Presented below is our evaluation and review of the bids based on the attached summary of the bid tabulation for the project.

The City received six proposals at the time of the bid opening at 10:00 AM on Tuesday, November 15, 2022. Of the bidders, Miles Resources, LLC of Puyallup, WA was the apparent low bidder at \$267,322.40. This number includes applicable sales tax. The low bid is approximately 9% under the Engineer's estimate.

The project contract contained a Condition of Award requirement for Disadvantaged Business Enterprise (DBE) goal set to 11% as mandated by the Washington State Department of Transportation (WSDOT) Local Programs who administers and oversees the federal fund allocations. Miles Resources, LLC has proposed a dollar amount of \$29,530 for utilizing DBE subcontractors, which is 11% of the contract price. This meets the WSDOT assigned DBE goal.

We find the apparent low bidder to be qualified to perform the work. WSDOT concurs in the award to the apparent low, responsive bidder, Miles Resources, LLC. Contingent on City approval, we recommend award of the project to Miles Resources, LLC.

**WASHINGTON
LOCATIONS**

Bellingham
Bothell (Corporate)
East Wenatchee
Issaquah
Richland
Tacoma

**OREGON
LOCATIONS**

Medford
Portland



Please do not hesitate to contact me with any questions you may have.

Sincerely,

RH2 ENGINEERING, INC.

Erik Howe, P.E.

Principal

EH/

Enclosure: Bid Tab – one (1) copy

City of Shelton
Brockdale Road Resurfacing Project
Bid Tabs

FED AID PROJECT #	STPUS-5435(002)
FED AID CONTRACT #	LA-10392

Item No.	Description	Total Quantity	Unit
1	MOBILIZATION	1	L.S.
2	PLANING BITUMINOUS PAVEMENT	6940	S.Y.
3	PARTIALLY CRUSHED BALLAST	230	TON
4	CRUSHED SURFACING TOP COURSE	310	TON
5	HMA CL. 1/2" PG 58H-22	1000	TON
6	ASPHALT COST PRICE ADJUSTMENT	1	CALC
7	ROADWAY EXCAVATION INCL. HAUL	360	C.Y.
8	EROSION/WATER POLLUTION PREVENTION	1000	DOL
9	PAINT LINE	8500	L.F.
10	RECESSED PAVEMENT MARKER	0.36	HUND
11	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.
12	ADJUST MANHOLE	1	EA.
13	ADJUST CLEANOUT	1	EA.
14	ROADWAY SURVEYING	1	L.S.
15	MINOR CHANGE	1000	DOL
City Roadway - City/FHWA			

Engineer's Estimate	
Unit Price	Extended
\$ 27,000.00	\$ 27,000.00
\$ 4.00	\$ 27,760.00
\$ 75.00	\$ 17,250.00
\$ 85.00	\$ 26,350.00
\$ 115.00	\$ 115,000.00
\$ 2,000.00	\$ 2,000.00
\$ 50.00	\$ 18,000.00
\$ 1.00	\$ 1,000.00
\$ 1.00	\$ 8,500.00
\$ 10,000.00	\$ 3,600.00
\$ 40,000.00	\$ 40,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,000.00	\$ 1,000.00
\$ 5,300.00	\$ 5,300.00
\$ 1.00	\$ 1,000.00
Bid Schedule A (City/FED) Total	\$ 294,760.00
Schedule A Total	\$ 294,760.00
Total Estimate	\$ 294,760.00

Apparent Low	
Miles Resource	
Unit Price	Extended
\$ 12,953.00	\$ 12,953.00
\$ 3.11	\$ 21,583.40
\$ 40.00	\$ 9,200.00
\$ 31.10	\$ 9,641.00
\$ 134.25	\$ 134,250.00
\$ 2,000.00	\$ 2,000.00
\$ 96.20	\$ 34,632.00
\$ 1.00	\$ 1,000.00
\$ 0.77	\$ 6,545.00
\$ 7,700.00	\$ 2,772.00
\$ 21,142.00	\$ 21,142.00
\$ 1,430.00	\$ 1,430.00
\$ 550.00	\$ 550.00
\$ 8,624.00	\$ 8,624.00
\$ 1.00	\$ 1,000.00
Bid Schedule A (City/FED) Total	\$ 267,322.40
Schedule A Total	\$ 267,322.40
Total Bid	\$ 267,322.40

City of Shelton
Brockdale Road Resurfacing Project
Bid Tabs

				Other Bidders		Other Bidders		Other Bidders	
FED AID PROJECT #	STPUS-5435(002)								
FED AID CONTRACT #	LA-10392								
		Puget Paving		Lakeside		Tucci & Sons			
Total Quantity	Unit	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended		
1	L.S.	\$ 8,457.00	\$ 8,457.00	\$ 20,000.00	\$ 20,000.00	\$ 51,000.00	\$ 51,000.00		
6940	S.Y.	\$ 5.25	\$ 36,435.00	\$ 4.00	\$ 27,760.00	\$ 5.20	\$ 36,088.00		
230	TON	\$ 90.00	\$ 20,700.00	\$ 110.00	\$ 25,300.00	\$ 45.00	\$ 10,350.00		
310	TON	\$ 20.00	\$ 6,200.00	\$ 95.00	\$ 29,450.00	\$ 45.00	\$ 13,950.00		
1000	TON	\$ 133.00	\$ 133,000.00	\$ 145.00	\$ 145,000.00	\$ 141.00	\$ 141,000.00		
1	CALC	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		
360	C.Y.	\$ 190.00	\$ 68,400.00	\$ 58.00	\$ 20,880.00	\$ 160.00	\$ 57,600.00		
1000	DOL	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00		
8500	L.F.	\$ 0.83	\$ 7,055.00	\$ 0.80	\$ 6,800.00	\$ 0.85	\$ 7,225.00		
0.36	HUND	\$ 4,700.00	\$ 1,692.00	\$ 6,200.00	\$ 2,232.00	\$ 6,200.00	\$ 2,232.00		
1	L.S.	\$ 64,500.00	\$ 64,500.00	\$ 66,000.00	\$ 66,000.00	\$ 45,000.00	\$ 45,000.00		
1	EA.	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,350.00	\$ 1,350.00		
1	EA.	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,150.00	\$ 1,150.00		
1	L.S.	\$ 2,250.00	\$ 2,250.00	\$ 10,000.00	\$ 10,000.00	\$ 8,800.00	\$ 8,800.00		
1000	DOL	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00		
		Bid Schedule A (City/FED) Total \$ 353,689.00		Bid Schedule A (City/FED) Total \$ 360,622.00		Bid Schedule A (City/FED) Total \$ 379,745.00			
City Roadway - City/FHWA		Schedule A Total \$ 353,689.00		Schedule A Total \$ 360,622.00		Schedule A Total \$ 379,745.00			
		Total Bid \$ 353,689.00		Total Bid \$ 360,622.00		Total Bid \$ 379,745.00			

City of Shelton
Brockdale Road Resurfacing Project
Bid Tabs

FED AID PROJECT #	STPUS-5435(002)
FED AID CONTRACT #	LA-10392

Item No.	Description	Total Quantity	Unit
1	MOBILIZATION	1	L.S.
2	PLANING BITUMINOUS PAVEMENT	6940	S.Y.
3	PARTIALLY CRUSHED BALLAST	230	TON
4	CRUSHED SURFACING TOP COURSE	310	TON
5	HMA CL. 1/2" PG 58H-22	1000	TON
6	ASPHALT COST PRICE ADJUSTMENT	1	CALC
7	ROADWAY EXCAVATION INCL. HAUL	360	C.Y.
8	EROSION/WATER POLLUTION PREVENTION	1000	DOL
9	PAINT LINE	8500	L.F.
10	RECESSED PAVEMENT MARKER	0.36	HUND
11	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.
12	ADJUST MANHOLE	1	EA.
13	ADJUST CLEANOUT	1	EA.
14	ROADWAY SURVEYING	1	L.S.
15	MINOR CHANGE	1000	DOL

City Roadway - City/FHWA

Other Bidders

Granite	
Unit Price	Extended
\$ 38,000.00	\$ 38,000.00
\$ 3.50	\$ 24,290.00
\$ 110.00	\$ 25,300.00
\$ 28.00	\$ 8,680.00
\$ 145.00	\$ 145,000.00
\$ 2,000.00	\$ 2,000.00
\$ 105.00	\$ 37,800.00
\$ 1.00	\$ 1,000.00
\$ 0.80	\$ 6,800.00
\$ 6,000.00	\$ 2,160.00
\$ 83,500.00	\$ 83,500.00
\$ 3,500.00	\$ 3,500.00
\$ 3,000.00	\$ 3,000.00
\$ 8,000.00	\$ 8,000.00
\$ 1.00	\$ 1,000.00

Bid Schedule A (City/FED) Total \$ 390,030.00	
Schedule A Total \$ 390,030.00	
Total Bid \$ 390,030.00	

Other Bidders

Central Paving	
Unit Price	Extended
\$ 78,000.00	\$ 78,000.00
\$ 3.20	\$ 22,208.00
\$ 182.50	\$ 41,975.00
\$ 101.50	\$ 31,465.00
\$ 203.00	\$ 203,000.00
\$ 2,000.00	\$ 2,000.00
\$ 171.00	\$ 61,560.00
\$ 1.00	\$ 1,000.00
\$ 0.85	\$ 7,225.00
\$ 6,200.00	\$ 2,232.00
\$ 88,625.00	\$ 88,625.00
\$ 880.00	\$ 880.00
\$ 550.00	\$ 550.00
\$ 4,565.00	\$ 4,565.00
\$ 1.00	\$ 1,000.00

Bid Schedule A (City/FED) Total \$ 546,285.00	
Schedule A Total \$ 546,285.00	
Total Bid \$ 546,285.00	

2021 Surface Transportation Block Grant (STBG) Program - FINAL					STBG Total
	Urbanized	Urban	Rural	Any Area	TOTAL
	Areas > 200,000	Areas > 5,000 and < 200,000	Areas < 5,000	Flexible	
BFCG	3,132,092	103,089	845,437	665,159	4,745,777
PSRC	45,419,123	5,866,702	1,322,833	7,513,853	60,122,511
RTC	5,337,984	3,221	386,520	917,042	6,644,767
SRTC	5,757,897	156,905	908,519	1,124,177	7,947,498
<i>TMA total</i>	59,647,096	6,129,917	3,463,309	10,220,231	79,460,553
CWCOG		998,291	284,176	258,070	1,540,537
LCV		299,648	230,704	79,630	609,982
SCOG		1,182,883	441,810	312,245	1,936,938
TRPC		2,920,257	316,559	574,340	3,811,156
WCOG		2,104,287	397,041	479,483	2,980,811
CDTC		1,082,719	827,871	361,741	2,272,331
WWVMPO		697,455	569,711	210,664	1,477,830
YVCOG		2,678,820	901,480	653,523	4,233,823
MPO Total		11,964,360	3,969,352	2,929,696	18,863,408
Adams		166,377	881,769	168,637	1,216,783
Clallam		625,735	238,881	187,978	1,052,594
Columbia		-	312,431	54,812	367,243
Ferry		-	316,113	62,802	378,915
Garfield		-	304,979	49,827	354,806
Grant		696,565	1,206,606	371,954	2,275,125
GHCOG		647,217	412,071	220,489	1,279,777
Island		581,376	256,841	202,500	1,040,717
Jefferson		124,705	212,458	96,385	433,548
Kittitas		311,569	403,787	148,851	864,207
Klickitat		70,592	527,513	119,285	717,390
Lewis		440,742	444,720	230,368	1,115,830
Lincoln		-	870,322	150,992	1,021,314
Mason		277,691	355,329	180,714	813,734
Okanogan		122,166	827,338	208,649	1,158,153
Pacific		-	197,422	73,970	271,392
Pend Oreille		-	245,660	64,101	309,761
San Juan		-	120,583	51,595	172,178
Skamania		-	295,091	67,240	362,331
Stevens		-	775,257	207,657	982,914
Wahkiakum		-	109,149	24,624	133,773
Whitman		441,351	836,707	213,018	1,491,076
Subtotal		4,506,086	10,151,027	3,156,448	17,813,561
Grand Total	59,647,096	22,600,363	17,583,688	16,306,375	116,137,522



2023 New Budget Request

New Project / Program or Capital Purchase

Department: PUBLIC WORKS

Author: Ken Gill

Funding Priority: 4

Title: Olympic Highway North from "C" St. to Wallace Kneeland

The asphalt in the drive lanes of Olympic Highway North from C Street to Wallace Kneeland Blvd are cracked and at the end of its life, and multiple (13) traffic and pedestrian accidents, including one fatality, have occurred in the past three years, exposing a need for additional safety improvements. Staff submitted a grant application for the Transportation Improvement Board's (TIB) Urban Arterial Program to grind and overlay the travel lanes, fog seal the center turn lanes and parking stalls, upgrade existing ADA ramps to current standards, and replace striping in the project area.

Staff was recently notified of their successful 2022 City Safety Program grant application to address needed safety improvements throughout town that were identified in the Local Road Safety Plan, one of them being the "I" Street and Olympic Highway North intersection, which is in this project area. The funding information (and budget request) for the City Safety Grant projects is further described in the 2023 Budget Request titled, *2023 Local Road Safety Plan Projects*, and not included in this budget request.

Expenditures

Category	Description	2023 Requested Funding	Continued Project Funding
Capital Professional Services	Design	\$280,000	
Capital Professional Services	Construction Management		\$280,000
Capital Construction (street and sidewalks)	Construction for grind/overlay and sidewalk improvements (\$2,280,000 total estimated construction cost minus \$400,000 for OHN & I Street improvements already accounted for in Street #2 priority 2023 Budget Request, <i>2023 Local Road Safety Plan Projects</i>)		\$1,878,000
Street Salaries/Wages	Staff time		\$2,000
PW Engineering Salaries/Wages	Staff time for design review, bidding, inspection, and grant reporting	\$2,000	\$20,000
Total Expenditures		\$282,000	\$2,180,000

Revenue

Anticipated/Proposed Funding Source	Special Considerations	2023 Anticipated/ Proposed Funding	Continued Anticipated Funding
Transportation Benefit District	Anticipated City funds needed for full project scope, not including the cost for OHN/I Street	\$66,000	\$189,000
TIB UAP Grant (if successful)		\$216,000	\$1,991,000
Total Revenue		\$282,000	\$2,180,000

Comments/Additional Information

TIB grant application submitted 8/18/2022, project award list anticipated to be announced early December 2022.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E4)

Touch Date: 12/06/2022
Brief Date: 01/03/2023
Action Date: 01/17/2023

Department: Public Works
Presented By: Ken Gill

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

RH2 Brockdale Rd Resurfacing Project
Supplemental Agreement No. 1

☐

Ordinance

☒ Dept. Head

J.O.H.

☒

Resolution

☐ Finance Director

ATTACHMENTS:

- Resolution No. 1256-1222
- Supplemental Agreement No.1

☒

Motion

☐ Attorney

☒ City Clerk

☐

Other

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In March 2022, the Council approved a contract with RH2 Engineering in the amount of \$59,208.50, for the design of the Brockdale Road Resurfacing Project. The Brockdale Road Resurfacing Project is federally funded in part by 2021 Surface Transportation Block Grant (STBG) Program. With the federal funding comes "strings" that require documentation of having Construction Management support.

Since RH2 Engineering completed the design of the project, they are considered the most qualified firm to provide Construction Management services for the project, which brings forth Supplemental Agreement No. 1. The Supplemental Agreement No. 1 will add \$38,318.32 to the Contract amount.

ANALYSIS/OPTIONS/ALTERNATIVES:

Decline Construction Management services and risk loss of grant funding.

BUDGET/FISCAL INFORMATION:

In 2021 staff applied and secured \$278,000 federal funding from the Surface Transportation Block Grant (STBG) program allocation to Mason County. The federal funding requires a 13.5% match. Additionally, \$80,000 of Transportation Benefit District (TBD) funding was budgeted in 2022. The total funding available is the sum of these amounts (\$358,000). The project has spent about \$59,208.50 in design in 2022. In 2023 the project expects to spend \$267,322.40 for construction, \$38,318.32 for construction management and budget a 10% construction contingency (\$26,732.24). Staff proposes to supplement this \$33,581.46 budget short fall with 2023 TBD funds proposed for Olympic Highway North from C Street to Wallace Kneeland. Staff submitted a Transportation Improvement Board grant application for Olympic Highway North from C Street to Wallace Kneeland in August 2022 that included \$66K in TBD funding. TIB staff informed Shelton in December 2022 that this project was not selected in 2023. The Olympic Highway North from C Street to Wallace Kneeland would score better in the next round of TIB funding after existing TIB funding for Railroad Ave had been used. A supplemental budget amendment will be prepared for approximately \$33,581.46 (\$6,849.22+ \$26,732.24) from the street fund at a future council meeting to fund the construction and construction management scope of this project.

<i>Contract</i>	<i>End Date</i>	<i>Amount</i>	<i>Total Contract Amount</i>
Original	12/31/2024	\$59,208.50	\$59,208.50
Amend. No. 1	12/31/2024	\$38,318.32	\$97,526.82

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to place Resolution No. 1256-1222 on the action agenda of the January 17th council meeting".*

RESOLUTION NO. 1256-1222

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE LOCAL AGENCY A&E PROFESSIONAL SERVICES HOURLY RATE CONSULTANT AGREEMENT WITH RH2 ENGINEERING, INC. TITLED, BROCKDALE RD RESURFACING PROJECT

WHEREAS, in March 2022, the City Council approved a \$59,208.50 Contract with RH2 Engineering, Inc. for design efforts for Brockdale Rd Resurfacing Project; and

WHEREAS, the design was completed, submitted to the WSDOT Local Programs for permission to advertise for bids; and

WHEREAS, the project is now ready to commence construction and Construction Management efforts are needed in order to assist the City with Project Engineering and construction inspection services; and

WHEREAS, RH2 Engineering, Inc. is the most qualified to perform Construction Management on this project since they are the design firm of record; and

WHEREAS, RH2 Engineering, Inc. has proposed Supplemental Agreement No. 1, which will add \$38,318.12 to the Contract amount, to provide Construction Management support to the City.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton that the City Manager is authorized to sign Supplemental Agreement No. 1 to the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with RH2 Engineering, Inc. to allow for Construction Management Support on the Brockdale Rd Resurfacing Project.

INTRODUCED on the 3rd day of January 2023 and **PASSED** by the City Council at its regular meeting held on this 17th day of January 2023.

ATTEST:

Mayor Onisko

City Clerk Nault



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number LA10392		RH2 Engineering, Inc., 300 Simon St SE, Suite 5, East Wenatchee, WA 98802	
Project Number STPUS-5435(002)		Phone:	
Project Title Brockdale Rd Resurfacing Project		Execution Date	Completion Date December 31, 2024
		New Maximum Amount Payable \$97,526.82	
Description of Work The City of Shelton has requested that RH2 Engineering, Inc., perform the engineering services for a pavement preservation project along Brockdale Road from Wallace Kneeland Blvd to Batstone Cutoff Road in Shelton, Washington. This Supplemental Agreement No. 1 is for the services during construction.			

The Local Agency of the City of Shelton

desires to supplement the agreement entered in to with RH2 Engineering, Inc.

and executed on March 29, 2022 and identified as Agreement No. 1

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Refer to Exhibit B - Scope of Work

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

Refer to Exhibit D - Fee Estimate

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

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

By: Richard L. Ballard - Director

By: _____



Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$13,073.80	\$9,652.84	\$22,726.64
Overhead (Including Payroll Additives)	\$25,506.99	\$18,832.68	\$44,339.67
Direct Non-Salary Costs	\$17,137.00	\$7,255.50	\$24,392.50
Fixed Fee	\$3,490.71	\$2,577.30	\$6,068.01
Total	\$59,208.50	\$38,318.32	\$97,526.82

EXHIBIT B
Scope of Work
Supplemental Agreement No. 1
City of Shelton
Brockdale Road Resurfacing Project
Services During Construction
October 2022

Background

This Scope of Work describes tasks to be performed for providing engineering services during construction for the pavement preservation project (herein after referred to as an overlay) in Shelton, Washington in accordance with the plans prepared by RH2 Engineering, Inc., (RH2). RH2 will work with the City of Shelton (City) to perform these services during construction. Because the City is not a Certified Agency, any changes to the plans or this agreement during construction requires Washington State Department of Transportation (WSDOT) concurrence.

Task 5 – Services During Construction

Objective: Provide observation and construction contract administration services for the Brockdale Road Resurfacing Project.

Approach:

- 5.1 Attend Pre-Construction Conference – Prepare for and provide an agenda and meeting minutes for the pre-construction conference. Attend the pre-construction conference, to be held at the City, with the RH2 project manager and one (1) RH2 inspector. *The City will provide copies of the plans and specifications in accordance with the construction documents.*
- 5.2 Review Submittals – Review submittals for up to ten (10) materials (Qualified Product Lists, Request(s) for Approval of Materials (RAMs), manufacturer certificate of compliance, mix designs, and shop drawings) in accordance with the project plans and specifications. Maintain the RAM on a weekly basis during construction. Prepare and maintain the Record of Material (ROM) in Microsoft Excel format. Review certified payrolls, request for sublets, lower tier subcontractor certification, and statements of intent to pay prevailing wages.
- 5.3 Coordinate Material Acceptance Testing – Provide a qualified tester (as a subconsultant to RH2) for obtaining hot mixed asphalt gradation, oil content, and density testing per contract specifications.
- 5.4 Provide inspector onsite – Provide one (1) engineer for an average of one (1) day per week for thirty (30) working days. Time includes travel between the project site and the RH2 Tacoma office.
 - a. Observe and document the construction contractor's daily operations through daily reports and photographs of the construction progress.

- b. Collect item quantity tickets and measurements of items to be used in preparing the pay estimates.
 - c. Address technical issues and questions onsite.
 - d. Collect and maintain records for surfacing, asphalt, and traffic control items. Maintain the project ledger for payment of construction contract items.
 - e. Prepare Disadvantaged Business Enterprise Condition of Award reviews and submit forms to WSDOT; conduct wage rate interviews and submit forms to WSDOT.
- 5.5 Respond to Requests for Information (RFIs) and Questions – Address technical issues and respond to construction contractor questions that cannot be addressed in the field by the observer. Prepare weekly statements of working days.
- 5.6 Prepare pay estimate – Prepare one (1) progress pay estimate for submittal to the City for processing.
- 5.7 Provide Project Closeout – Assemble project records for closeout and transfer to the City. Subcontract with Akana Consulting to provide a quality assurance/quality control review of the project documentation. Prepare completion letters as required.
- 5.8 Provide Project Management Services – Review invoices and budget throughout the construction phase of the project. Communicate observed status of construction and budget with the City on a monthly basis. Set up RH2's construction files, and track, assemble, file, and maintain construction documentation and attend WSDOT review audit as necessary.

Assumptions:

- *It is assumed the project is thirty (30) working days with part-time observation as described above. Additional effort, if needed, will be mutually determined by the City and RH2.*
- *RH2 is not responsible for site safety, for directing the contractor or others in their work, or for determining means and methods.*

Provided by City:

- Additional inspection services required.

RH2 Deliverables:

- Ten (10) hard copies of the pre-construction conference agenda and minutes.
- Hardcopy sets of construction plans and specifications (five (5) half-size plans with construction contract documents and one (1) full-size plan set).
- Submittal reviews in electronic PDF.
- ROM in Microsoft Excel format.
- Construction observation reports and photos in electronic PDF.
- Responses to RFIs and technical questions in electronic PDF.

- Weekly statements of working days in electronic PDF.
- One (1) pay estimate in electronic PDF and Microsoft Excel format.
- One (1) electronic PDF and one (1) hardcopy set of construction record drawings (half-size plans).
- Letters of substantial completion, physical completion, and project completion in electronic PDF.
- Monthly invoices in electronic PDF.

EXHIBIT D**Fee Estimate****Supplement No. 1****City of Shelton****Brockdale Road Resurfacing Project - Services During Construction****Oct-22**

Description	Project Manager	Project Engineer	Project Accounting	Administrative Support	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 5 Services During Construction	52	108	1	2	163	\$ 31,063	\$ 6,000	\$ 1,256	\$ 38,318
5.1 Attend pre-construction conference	8	4	-	-	12	\$ 2,973	\$ -	\$ 597	\$ 3,570
5.2 Review submittals	8	12	-	-	20	\$ 4,080	\$ -	\$ -	\$ 4,080
5.3 Materials acceptance testing	-	2	-	-	2	\$ 277	\$ 3,000	\$ -	\$ 3,277
5.4 Provide engineer onsite	-	48	-	-	48	\$ 6,642	\$ -	\$ 188	\$ 6,829
5.5 Respond to RFIs and questions	12	12	-	-	24	\$ 5,290	\$ -	\$ -	\$ 5,290
5.6 Prepare pay estimate	4	6	-	-	10	\$ 2,040	\$ -	\$ -	\$ 2,040
5.7 Provide project closeout	12	16	-	-	28	\$ 5,844	\$ 3,000	\$ 471	\$ 9,315
5.8 Provide project management services	8	8	1	2	19	\$ 3,916	\$ -	\$ -	\$ 3,916
PROJECT TOTAL	52	108	1	2	163	\$ 31,062.82	\$ 6,000.00	\$ 1,255.50	\$ 38,318.32

Exhibit D Continued
Consultant Fee Determination - Negotiated Hourly Rate Consultant Agreement

City of Shelton
City of Shelton
Design and Construction

<u>Classification / Job Title</u>	<u>Hourly</u> <u>Rate</u>	<u>Overhead @</u> <u>195.10%</u>	<u>Profit @</u> <u>26.70%</u>	<u>Rate</u> <u>Per Hour</u>	x <u>Labor Hours</u>	=	<u>Cost</u>
Professional I	\$ 35.00	\$ 68.29	\$ 9.35	\$ 112.64	0.0		\$ -
Professional II	\$ 39.00	\$ 76.09	\$ 10.41	\$ 125.50	0.0		\$ -
Professional III	\$ 43.00	\$ 83.89	\$ 11.48	\$ 138.37	108.0		\$ 14,943.96
Professional IV	\$ 52.00	\$ 101.45	\$ 13.88	\$ 167.33	0.0		\$ -
Professional V	\$ 62.00	\$ 120.96	\$ 16.55	\$ 199.51	0.0		\$ -
Professional VI	\$ 76.00	\$ 148.28	\$ 20.29	\$ 244.57	0.0		\$ -
Professional VII	\$ 94.00	\$ 183.39	\$ 25.10	\$ 302.49	52.0		\$ 15,729.48
Professional VIII	\$ 107.00	\$ 208.76	\$ 28.57	\$ 344.33	0.0		\$ -
Professional IX	\$ 139.00	\$ 271.19	\$ 37.11	\$ 447.30	0.0		\$ -
Administrative I	\$ 24.00	\$ 46.82	\$ 6.41	\$ 77.23	0.0		\$ -
Administrative II	\$ 27.00	\$ 52.68	\$ 7.21	\$ 86.89	0.0		\$ -
Administrative III	\$ 31.00	\$ 60.48	\$ 8.28	\$ 99.76	2.0		\$ 199.52
Administrative IV	\$ 37.00	\$ 72.19	\$ 9.88	\$ 119.07	0.0		\$ -
Administrative V	\$ 59.00	\$ 115.11	\$ 15.75	\$ 189.86	1.0		\$ 189.86
							<u>\$ 31,062.82</u>
<u>Reimbursables</u>	<u>Rate</u>	<u>Qty</u>					
CAD System Per Hour	\$27.50	16					\$ 440.00
GIS System Per Hour	\$27.50	0					\$ -
CAD Plots Half Size	\$2.50	0					\$ -
CAD Plots Full Size	\$10.00	10					\$ 100.00
CAD Plots Large	\$25.00	0					\$ -
In-house copies (each) 8.5" X 11" B&W	\$0.09	600					\$ 54.00
In-house copies (each) 8.5" X 14" B&W	\$0.14	0					\$ -
In-house copies (each) 11" X 17" B&W	\$0.20	20					\$ 4.00
In-house copies (color) (each) 8.5" X 11" Color	\$0.90	0					\$ -
In-house copies (color) (each) 8.5" X 14" Color	\$1.20	0					\$ -
In-house copies (color) (each) 11 X 17" Color	\$2.00	110					\$ 220.00
Mileage	\$ 0.625	700					\$ 437.50
							<u>\$ 1,255.50</u>
Subconsultant Costs (Akana & CTL):							\$ 6,000.00
Subconsultant Markup:							\$ -
Total Subconsultant:							<u>\$ 6,000.00</u>
Grand Total:							<u>\$ 38,318.32</u>

Prepared by:
E. Howe



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E5)

Touch Date: 12/20/2022
Brief Date: 01/03/2023
Action Date: 01/17/2023

Department: Police
Presented By: Carole Beason

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Mason County Jail Contract

☐ Ordinance

☒ Dept. Head CB

☐ Finance Director _____

ATTACHMENTS:
- Contract

☐ Resolution

☐ Attorney _____

☒ Motion

☒ City Clerk _____

☐ Other

☒ City Manager _____

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Shelton Police Department recently negotiated a contract with the Nisqually Correctional Facility primarily to house inmates who are not eligible for booking at Mason County Jail due to booking restrictions. Our new contract with Nisqually prompted us to renegotiate our existing contract with Mason County Jail. Currently, the City of Shelton pays for 7 guaranteed beds at MCSO jail that tend to be underutilized due to staffing and booking limitations at the jail. The new contract will be a "per diem" contract where we will only pay for beds we are occupying.

ANALYSIS/OPTIONS/ALTERNATIVES:

Our new contract with Nisqually will allow us to hold more offenders responsible for their behavior and will negate the need for guaranteed beds at MCSO.

BUDGET/FISCAL INFORMATION:

Currently the City of Shelton pays for 7 beds every day whether they are utilized or not. In the new contract the city will only be billed for utilized beds.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move to forward the Mason County Jail Contract to the council meeting on January 17th for further consideration".

INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES

This interlocal agreement is made and entered into by and between Mason County ("County"), a political subdivision of the State of Washington, and the City of Shelton ("City"), a Washington municipal corporation.

RECITALS

WHEREAS, Chapters 39.34 and 70.48 of the Revised Code of Washington authorize the County and the City to enter into a contract for jail services that specifies the responsibilities of each party; and

WHEREAS, the City wishes to designate the County's jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City's custody; and

WHEREAS, the County is amenable to accepting and keeping inmates received from the City in the County's custody at its jail for a rate of compensation mutually agreed to herein; and

WHEREAS, the County and City have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 39.34.180, Chapter 70.48 RCW, and other Washington laws.

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

1. PURPOSE

It is the purpose and intent of this Agreement that the County, through the Mason County Sheriff's Office Corrections Division ("Sheriff's Office"), and the City, through its Police Department or City Manager, shall cooperate for the care and custody of adult male and female jail prisoners pursuant to the authority of Chapters 39.34 and 70.48 RCW. This Agreement provides for the use by the City of the County's jail facilities and services at the County's jail located at the 411 North 4th Street, Shelton, Washington 98584 ("Jail").

2. CONTROL OF JAIL

The City acknowledges the County's statutory responsibility for, ownership of, and operational control over the Jail. The County shall administer, manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws, policies, procedures, rules, and regulations. The City hereby consents and agrees that inmates committed to the Jail by the City are subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement. It is further understood by the parties that the County shall be solely responsible for operational decisions regarding the appropriate level of security, inmate management, and housing of all inmates. The Sheriff will

reasonably consult with the City's Police Chief regarding issues concerning City Inmates, as defined in Section 4.

3. AVAILABILITY OF JAIL FACILITIES AND SERVICES PROVIDED

- (a) At the request of the City and subject to the capacity provisions below, the County will accept and keep inmates and provide inmate services for gross misdemeanor or misdemeanor cases initiated by the City and felony cases referred to the County for those offenses alleged to have been committed by adults within the City. Upon transfer of custody to the County as provided in Section 8, the County shall be responsible for confining, supervising, disciplining, and controlling the inmate and for administering the inmate's sentence pursuant to the order of the committing court.
- (b) Capacity. The County will no longer accept City Inmates in the event that the Jail is declared at or near capacity by court order or in the event that the County, in its sole discretion, determines the Jail's inmate population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the Jail might be reached or exceeded if the County does not begin to refuse or request removal of inmates provided that the County shall not refuse to accept City prisoners on mandatory arrests.
 - i. *Removal of Inmates from County custody*. In the event the County requests removal of inmates based upon capacity, the County shall confer with the City to determine which City Inmate(s) shall be removed. If the Jail has sufficient capacity for any City Inmate(s) to remain in the Jail, the City shall have the discretion to determine which City Inmates will remain in the Jail. City inmates shall be removed no later than 72 hours from the date of request.
- (c) Release or Transfer. The County will not release a City Inmate or transfer custody of a City Inmate to an agency other than back to the City, except as authorized by this Agreement.
 - i. City Inmates may be released from the Jail for the following reasons:
 - 1. *Request by City*. The County shall release or transfer a City Inmate upon the County's receipt of a written request by the City. When requesting a custody transfer, the City may request return of a City Inmate in order for the City to resume custody or may request transfer of a City Inmate to the custody of another jurisdiction. Any necessary transport shall be by the City or another jurisdiction or by the County with expenses to be paid as provided in Section 7.
 - 2. *Court Order*. The County shall release or transfer a City Inmate upon the County's receipt of an order directing the inmates release or transfer when the order is issued by a court having jurisdiction over a City Inmate. Any necessary transport will be according to the terms expressed in the court order or will be by the City or the County, with expenses to be paid as provided in

Section 7. If the City's municipal court judge orders that a City Inmate's sentence is to be carried out in another facility or jurisdiction, the order shall be honored by the County to the extent possible, although the County may take into consideration whether another jurisdiction has charges outstanding against the inmate.

3. *Permission from City.* The County may release or transfer a City Inmate if the County obtains the City's written permission, with necessary transportation expenses to be paid by the County.
4. *Request by the County.* At the County's request, the City shall remove high needs inmates, as defined in section 4 (d), from the Mason County Jail no later than 72 hours from the date of request. In the event that the County releases a City Inmate without written authorization from a court of competent jurisdiction or from the City, the City will not be responsible for paying any further booking fees for the individual on any arrest warrant, detainer, probable cause affidavit, citation, other charging document, or judgment and sentence existing at the time of the unauthorized release.

- (d) Standards. The County shall provide inmate services to City Inmates in the same manner and to the same extent as the County furnishes for the confinement of its own gross misdemeanor or misdemeanor offenders.
- (e) Video In-Custody Hearings. The County shall continue to make available the Jail's facility space, equipment, and security personnel in order to facilitate in-custody video hearings by the Shelton Municipal Court for City Inmates incarcerated at the Jail. A City Inmate's attorney or City staff shall be present at the Jail to facilitate the administrative court functions of each hearing, unless otherwise agreed to by the County. The City will continue to provide video equipment for such purposes. The scheduling of video court services shall be mutually agreed upon by the County and the City.

4. INMATES DEFINED

- (a) "City Inmate" means those inmates charged in the City's municipal court; those inmates confined and being held by reason of a warrant, order, or judgment issued by the City's municipal court; those inmates arrested by a City law enforcement officer for a misdemeanor or gross misdemeanor offense while held prior to charging or to release without charges; and those inmates who are originally arrested for a felony offense once they are referred to the City's prosecutor for filing in the City's municipal court as described below in Section 4(c). "City Inmate" does not include those inmates arrested by a City law enforcement officer solely based on an outstanding warrant from another jurisdiction, those inmates arrested by a City law enforcement officer for a felony offense, or a County Inmate.

- (b) “County Inmate” means those inmates arrested by a County law enforcement officer while held prior to charging or to release without charges; those inmates charged in Mason County Superior Court or Mason County District Court; and those inmates confined by reason of a warrant, order, or judgment issued by Mason County Superior Court or Mason County District Court.
- (c) Determination of Case Status. The Mason County Prosecuting Attorney (“Prosecuting Attorney”) shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies and which as gross misdemeanors or misdemeanors. If the Prosecuting Attorney determines that a case should not be charged in Mason County Superior Court or Mason County District Court, the case shall be referred to the City’s prosecutor for possible filing in municipal court with inmate services charged to the City. Following determination of case status by the Prosecuting Attorney, the City shall not be responsible, financially or otherwise, for any County Inmate. If the Prosecuting Attorney determines that a City case originally charged as a gross misdemeanor or misdemeanor in municipal court will be charged in Mason County Superior Court or Mason County District Court, then all inmate services will be charged to the County.
- (d) “High needs Inmate” is any inmate requiring isolation for their own protection, disciplinary, medical, or mental health.
- (e) When a material witnesses is held in the Jail, inmate days arising solely from a material witness warrant shall be allocated to the party issuing the material witness warrant.

5. COMPENSATION FOR SERVICES

- (a) Compensation. The City shall pay the County for bed space and services for City inmates, including booking services, at the rates established in Appendix A to this Agreement, which is incorporated herein by this reference.
- (b) Calculating Time. The time period for billing purposes shall be measured starting from the time the City Inmate is transferred to the custody of the County and ending either when an inmate is released or when the inmate is no longer considered a City Inmate. Any portion of a day over four (4) hours will be billed as one (1) calendar day.
- (c) Allocation. In the event that an inmate is held on multiple charges or sentences, the following procedure will apply to determine charges assessed to the City:
 - i. Costs for persons incarcerated on a City charge or sentence who is also being held in custody on the County’s or another jurisdiction’s charge or sentence shall be the shared responsibility of all charging or sentencing jurisdictions.
 - ii. For these shared inmates, the City shall be billed the proportionate percentage share of the bed rate and the non-routine health care expenses for the shared

incarceration period. If an inmate is incarcerated on both a County sentence and a City sentence, the additional bed rate and non-routine health care expenses will be split equally between the County and the City.

- iii. The County will provide the City with notice by telephone or email when a shared inmate's status changes from a shared inmate to that of a City Inmate exclusively, for example when an inmate completes another jurisdiction's sentence but continues to be held by the County solely on a City charge or sentence. This notice will be provided at least two (2) business days prior to the change in status when practicable and otherwise within a reasonable time. If municipal charges are dropped or resolved, such that an inmate's status changes from a shared inmate to a County inmate exclusively, the City's financial responsibility for that inmate shall end. The City will provide the County with notice by telephone or email when a shared inmate's status changes to a County Inmate exclusively.
- iv. Nothing in this section prevents the City from releasing or furloughing its hold on an inmate. However, if the City voluntarily releases or furloughs an inmate and then reinitiates the hold on the same booking number during the same course of incarceration, the City shall pay the administrative booking fee outlined in Appendix A

(d) Billing and Payment. The County shall transmit billings to the City quarterly, invoicing the City for all services, including daily bed rates, booking fees, and any non-routine health care expenses not billed directly to the City. Within forty-five (45) days after receipt of a timely billing invoice, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice specifying the total amount withheld and the ground(s) for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). If the County does not provide timely billings and instead provides more than one bill during the same month, the City shall have additional time to respond, namely an added forty-five (45) days for each late billing; for example, if the County transmits two (2) bills during the same month, the City shall have ninety (90) days from the latest dated bill to respond to both bills. Account balances overdue thirty (30) days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, the City will pay all collection costs associated with late payments. Withholding of any amount billed shall constitute a dispute, which shall be resolved in accordance with Section 19.

- i. Charges for services rendered shall be made as they accrue each quarter and shall be substantiated with documentation. In conjunction with each quarterly invoice, the County agrees to provide the City with quarterly reports providing a tally of the total inmate days used for the quarter and documenting the names of all City Inmates held in the Jail that quarter, the names of all City Inmates held in other facilities on behalf of the County that quarter, the number of inmate days

attributed to each City Inmate, and all active case numbers assigned to each City Inmate, referencing the reason for custody.

6. HEALTH CARE AND ASSOCIATED COSTS

- (a) Health Care Services. Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Upon transfer of custody of a City Inmate to the County, the County will provide or arrange for the City Inmate to receive necessary medical, mental health, and dental services in accordance with applicable law and Jail standards.
- (b) Inmates' Ability to Pay. As required by RCW 70.48.130(4), the County, as part of the screening process upon booking or preparation of a City Inmate into the Jail, shall identify general information concerning the inmate's ability to pay for health care, including insurance or other medical benefits or resources to which an inmate is eligible or entitled. The inmate shall be evaluated for Medicaid (or its equivalent) eligibility and, if deemed potentially eligible, enrolled in the program. This information shall be made available to the City and to any provider of health care services, among others. Nothing in this Agreement prohibits or otherwise restricts the City from conducting its own evaluation of a City Inmate's ability to pay for health care, including but not limited to Medicaid eligibility, or from enrolling City Inmates in appropriate programs.
- (c) Cost of Routine Health Care. As between the City and the County, the County shall be responsible for the costs of providing City Inmates with routine health care. Such health care will include those health care services delivered within the facility at normal cost by County staff, contracted practitioners, or nursing staff.
- (d) Cost of Non-Routine Health Care. As between the City and the County, the City shall be responsible for the costs of providing City Inmates with emergency, exceptional, or non-routine necessary health care. Non-routine necessary health care shall include practitioner-ordered health care or medical services delivered to City Inmates outside of the facility, specialized care provided by non-contract health care providers in or out of the facility, emergency treatment, including EMS and the local hospital emergency department, and related emergency or specialized medical transportation costs. However, the County shall be responsible for the payment of non-routine health care costs when City Inmates are assaulted while in the County's custody, unless a City Inmate instigates the action where he or she is injured, or when those costs are incurred as a result of conditions in the Jail.
 - i. *Notice.* Except in situations deemed an emergency by the County, the County shall notify the City prior to a City Inmate receiving medical, mental health, or dental services from an outside provider or institution, and upon request will work with the City to investigate the possibility of release from custody. In emergency

situations, the County shall notify the City, as soon as reasonably possible, when the County becomes aware that a City Inmate needs emergency care.

- ii. *Change in Custody.* When health care or medical services are delivered to a City Inmate outside of the facility, the County shall be responsible for the first four (4) hours of off-site custody. Following notice from the County, the City shall assume custody of the inmate at the start of the 5th hour.
 - iii. *Billing.* The City shall be billed directly by the medical care provider(s) or institution(s) for all non-routine health care costs. However, if a circumstance arises where direct billing is prohibited by law or otherwise not possible, then those non-routine health care costs will be billed in the same manner and subject to the same requirements and rights as quarterly invoices for inmate housing provided in Section 5(g). When the County receives invoices from third-party medical institutions or offsite providers for services provided to any City Inmates, the County shall send those invoices to the City as they are received by the County, including invoices received for non-routine health care expenses incurred for a shared inmate as described in Section 5(c).
- (e) Felony Offenders and Allocation. The County shall be responsible for non-routine healthcare costs for inmates arrested and incarcerated by a City law enforcement officer on a felony or district court offense. Health care costs for persons held under charges or sentences from multiple jurisdictions including the City shall be allocated as provided in Section 5(c).
 - (f) Cost Reduction Efforts. The County agrees to utilize existing agreements with medical practitioners and organizations to mitigate medical costs, to make its best efforts to negotiate additional favorable agreements, and to seek out all eligible third-party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and to the same extent as the County does for offenders held on its own charges. Specifically, regarding prescription medication, the County agrees to use the DOC Formulary, whenever possible, when it or its agents prescribes medication to City Inmates.

7. TRANSPORTATION OF CITY INMATES

- (a) In-Person Court Appearances. The City will provide transportation for City Inmates to and from the Mason County Jail for all in-person Municipal Court appearances on City charges. Consistent with Section 7(b), if the County is housing a City Inmate in an off-site location, the County will transport the inmate to the Mason County Jail pending pick-up by the City. The City will notify the County no later than 2 p.m. the day before a City Inmate has a scheduled court appearance, unless the City Inmate was incarcerated after 2 p.m. and is required to appear in court by the close of business the next day.

- (b) Additional Transports. For additional transportation by the County required by court order or made at the City's request, the City shall reimburse the County for staffing and fuel costs associated with the City Inmate's transport. Such transports shall be approved by the City prior to the transport, and the County may agree to permit the City to provide partial staffing for the transport in order to reduce costs. In the event that the City requests release of a City Inmate to either the City or another jurisdiction, the inmate will be transported by the City or another jurisdiction or by the County at City expense, except that the County shall be responsible for first returning the inmate to the Jail if the inmate is being held in an alternative housing facility pursuant to Section 3(d).

8. TRANSFER OF CUSTODY FROM THE CITY TO THE COUNTY

- (a) Arrest Warrant or Citation. City law enforcement officers placing an arrested person in the custody of the County shall, in every instance, furnish an arrest warrant, probable cause affidavit, citation, or other charging document to the County's receiving officer on duty.
- (b) Commencement of Custody by County. A City Inmate shall be deemed transferred to the custody of the County when Corrections Deputies from the Sheriff's Office take physical control of the inmate and accept lawful charging documents.
- (c) Right to Refuse an Inmate. The County shall have the right to refuse custody of a City Inmate under any one of the following circumstances:
- i. *Lack of Appropriate Records.* The County may refuse custody of an inmate until the City has delivered copies of any records pertaining to the inmate's incarceration by the City. If a City Inmate has received or refused medical, mental health, or dental treatment from the City before confinement in the Jail, the City shall provide to the County written verification of any authorization of or refusal to authorize care or treatment for such inmate. If the County requests additional information regarding records, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept custody of the City Inmate.
 - ii. *Pending Medical Needs.* The County shall have the right to refuse to accept any City Inmate who, at the time of presentation at the Jail for initial confinement, appears in need of medical, psychiatric, or dental attention, until the City has provided necessary medical, mental health, or dental treatment to the inmate.
 - iii. *Booking restrictions.* The County will maintain the right to refuse non-mandatory City arrests for inmates who do not meet booking restrictions as established by the Sheriff. The City shall have 72 hours to remove these inmates from the Mason County Jail.

- (d) Inmate Property. A City Inmate's property shall be limited to the amount that can be stored in a locker. City law enforcement officers delivering a City Inmate to the County's custody shall be responsible for ensuring property allowed to be transported with the inmate is properly packaged.

9. INMATE RIGHTS AND PROGRAMS

- (a) Early Release Credit and Discipline. City Inmates confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all inmates at the Jail. The County shall maintain and manage City Inmate disciplinary issues and will administer sanctions as per facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the Jail will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined. If the County finds removal of earned early release credits is appropriate, the County will provide the City with hearing results and remove earned early release credits.
- (b) Programs. The County shall provide City Inmates with access to all educational, recreational, and social service programs offered at the Jail under the terms and conditions applicable to all other inmates in the Jail.

10. UNUSUAL CIRCUMSTANCES

In the event of one of the following circumstances, the City's Police Chief or an on-duty Shelton Police Department Supervisor shall be promptly notified by telephone with a follow-up notification in writing.

- (a) Escape. In the event of a City Inmate's escape from the County's custody, the County will have the primary authority to direct the investigation and to pursue the inmate within its jurisdiction. Costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return an escaped City Inmate from outside the County, except if the County relocates an inmate to another jurisdiction's facility outside of the County, then the County must ensure the other jurisdiction investigates and pursues the escaped inmate.
- (b) Death. In the event of a City Inmate's death in the Jail, the Sheriff's Office and the Mason County Coroner will investigate the circumstances. In the event of a City Inmate's death in another jurisdiction's facility following relocation by the County, the County must ensure the other jurisdiction investigates the circumstances. The City may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation. The County shall, subject to the authority of the Mason County Coroner, follow the written instructions of the City regarding the disposition of the body. Such written instructions shall be provided within three (3) working days of the City's receipt of the notice of death. The City shall be responsible for expenses related to necessary preparation of the body and transport charges. With written consent from the

City, the County may arrange burial and matters related or incidental thereto, and the City shall pay such expenses. This paragraph deals with relations between the parties of this Agreement and is not intended to relieve any relative or other person from responsibility for the disposition of the deceased or associated expenses.

- (c) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an imminent danger to the safety of the inmate(s), the County shall exercise all reasonable care for the safekeeping and custody of such inmates(s) and shall notify the City of the whereabouts of City Inmates in the event relocation was required.

11. CITY ACCESS TO FACILITY AND INMATES

- (a) Access to Facility. City personnel shall have the right to inspect, at mutually agreeable times, the Jail in order to confirm the Jail maintains standards acceptable to the City and City Inmates are treated appropriately.
- (b) Access to Inmates. City personnel, including law enforcement officers, prosecutors, and criminal defense attorneys shall have the right to interview inmates at reasonable times within the Jail, subject only to necessary security rules. City personnel and criminal defense attorneys shall be afforded use of Jail interview rooms in equal priority with any other department, including the County.

12. RECORD KEEPING

- (a) Type and Form of Records. The County agrees to maintain a system of record keeping relative to the booking and confinement of each City Inmate consistent with the record keeping by the County for all other inmates and in accordance with all statutory requirements. The County shall keep records of all medical, mental health, or dental services it or its agents provides to an inmate. Upon resumption of custody by the City, and in accordance with applicable law, the City shall receive a copy of a City Inmate's medical, mental health, or dental records held by the County or the contract medical provider for the County.
- (b) City Access to Records. The County shall make copies of records available to the City within five (5) days of the City's request or as otherwise agreed. In the event that a release of records is expressly prohibited by applicable law concerning the confidentiality of medical records (including the federal Health Insurance Portability and Accountability Act, "HIPAA"), the County agrees that it will enter into a business associate agreement under the HIPAA as necessary to implement the intent of this Agreement.

13. INDEMNIFICATION

- (a) Indemnification of City. The County shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, actions, suits, liability, losses, costs,

expenses, and damages of any nature whatsoever, including but not limited to costs and reasonable attorney's fees, by reason of or arising out of any intentional or negligent act or omission of the County, its officers, agents, or employees.

- (b) Indemnification of County. The City shall indemnify and hold harmless the County, its officers, agents, and employees from and against all claims, actions, suits, liability, losses, costs, expenses, and damages of any nature whatsoever, including but not limited to costs and reasonable attorney's fees, by reason of or arising out of any intentional or negligent act or omission of the City, its officers, agents, or employees.
- (c) Joint Liability. To the extent that any claims, damages, losses, and expenses are caused by the concurrent negligence or intentional acts of either of the parties, its officers, agents, or employees, the other party's indemnification obligation hereunder shall be limited to that party's proportionate share of liability as determined by a court of competent jurisdiction or as agreed to by the parties to this Agreement.

14. LEGAL STATUS

- (a) No Separate Legal Entity. This Agreement is executed in accordance with the authority of Chapter 39.34 RCW. It is not the intention of the parties to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the parties, and no party shall be responsible for the liabilities and debts of the other party.
- (b) Independent Contractor. In providing services to the City under this Agreement, the County is an independent contractor and County officers, agents, and employees are not employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right that may accrue to a City employee under any applicable law, rule, or regulation.

15. INSURANCE

- (a) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability, and police professional liability. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.
- (b) Certificate of Insurance/Proof of Coverage. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate or its

equivalent from a solvent insurance provider confirming coverage from a solvent insurance pool that is sufficient to address the insurance obligations set forth above.

16. EFFECTIVE DATE AND DURATION

- (a) Effective Date. This Agreement shall be effective when both parties have duly executed this Agreement. Prior to its entry into force, this Agreement must be filed with the Mason County Auditor or, alternatively, listed by subject on the County's or the City's website or other electronically retrievable public source. Once this Agreement becomes effective, it shall replace and supersede any and all previous agreements between the parties regarding use of the Jail.
- (b) Duration. This Agreement shall continue through December 31, 2026, unless terminated earlier in accordance with the provisions of this Agreement. At the end of the term, if neither party gives notice of termination, this Agreement shall automatically renew in one (1) year increments from January 1 through December 31. Nothing in this Agreement shall be construed to make it necessary for the City to house inmates with the County.

17. TERMINATION

- (a) Notice. Termination of this Agreement by either party may be accomplished on ninety (90) days' written notice to the other party and to the Washington State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners.
- (b) Termination by County. In the event of a notice of termination from the County, it shall be the County's obligation to transport the City Inmates at its own expense, on the effective date of such termination. Until such removal, the parties shall retain all rights hereunder, notwithstanding such termination, until all City Inmates are removed or released from the County's custody.
- (c) Termination by City. In the event of a notice of termination from the City, it shall be the City's obligation to transport the City Inmates at its own expense, on or before the effective date of such termination. Until such removal, the City shall pay the daily rate compensation and costs set forth herein related to inmate housing and services, plus an additional five dollars (\$5.00) per inmate for every 24-hour period or part thereof that a City Inmate remains in the Jail; and the parties shall retain all rights hereunder, notwithstanding such termination, until all City Inmates are removed from the Jail.

18. SEVERABILITY, SURVIVAL, AND NON-WAIVER

- (a) Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this extent and purpose the terms and conditions of this Agreement are declared severable.
- (b) Survival. The provisions of Sections 13, 18, 19, and 20 shall survive the termination of this Agreement.
- (c) Non-Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute acquiescence thereto.

19. GOVERNING LAW, DISPUTE RESOLUTION, AND VENUE

- (a) Governing Law. The parties hereto agree that, except where expressly provided otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in matters relating to this Agreement and an inmate's confinement under this Agreement.
- (b) Dispute Resolution. Either party may notify the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this notice, the parties shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either party, it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternatively, the parties may agree to select a mediator through a mediation service mutually acceptable to both parties. The parties shall share equally in the costs charged by the mediator(s) or mediation service. If mediation is not successful in resolving the dispute, either party may seek court action.
- (c) If mediation is not successful, either party may pursue resolution of the dispute through litigation or arbitration. Each party shall bear its own costs and expenses of litigation or arbitration.
- (d) Venue. The parties agree that any action relating to this agreement shall be instituted in accordance with RCW 36.01.050 and Chapter 4.12 RCW.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to benefit any person, entity, or municipality not a party to this Agreement, and no other person, entity, or municipality shall be entitled to be treated as a beneficiary of this Agreement. This Agreement is not intended to nor does it create any third-party beneficiary or other rights in any third person or party.

21. NON-DISCRIMINATION POLICY

The County and the City agree not to discriminate in the performance of this Agreement because of race; color; national origin; sex; sexual orientation; age; religion; creed; marital status; disabled or Vietnam-era veteran status; the presence of any physical, mental, sensory handicap; or any other status protected by law.

22. MAILING AND CONTACT ADDRESSES

All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following:

County:

Mason County Jail
Attn: Chief Deputy of Corrections
P.O. Box 1037
411 North 4th Street
Shelton, Washington 98584
Facsimile: (360) 427-9197
Telephone Number: (360) 427-9670 Ext. 369

City:

City of Shelton
Attn: Court Administrator/Jail Contract Administrator
525 West Cota Street
Shelton, Washington 98584
Telephone Number: (360) 426-9772 Ext. 0

**BOARD OF COMMISSIONERS
MASON COUNTY, WASHINGTON**

DATE: _____

Kevin Shutty, Chairman

Sharon Trask, Commissioner

Randy Neatherlin, Commissioner

Attest:

Melissa Drewry, Clerk of the Board

Approved as to Form and Content:

Casey Salisbury, Sheriff
Mason County Sheriff's Office

Tim Whitehead, Chief Deputy Prosecuting
Attorney

CITY OF SHELTON, WASHINGTON

DATE: _____

Eric Onisko, Mayor

Tracy Moore, Commissioner

Kathy McDowell, Commissioner

Attest:

Vicki Look, City Clerk

Approved as to Form and Content:

Kathleen Haggard, City Attorney

Appendix A

Costs and Fees

1. Per Diem

In return for the County's housing of a City inmate, the City shall pay the county \$ 130.00per day.

2. Booking Fees

The City agrees to pay the County an additional \$ 75.00 for each booking conducted by the County where a City Inmate's stay does not exceed four (4) hours or where the City voluntarily releases or furloughs an inmate and then reinitiates the hold on the same booking number during the same course of incarceration as described in Section 5(c)(iv), unless the City Inmate was previously released by the County without court authorization and is being booked on any arrest warrant, detainer, probable cause affidavit, citation, other charging document, or judgment and sentence existing at the time of the unauthorized release. If an offender is being booked on charges from multiple local jurisdictions, the booking fee will be split evenly between those jurisdictions to the extent possible. The booking fee is intended to compensate the County for the costs of registering, fingerprinting, photographing, and initial screening and examining of persons presented for confinement.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E6)

Touch Date: 02/15/2022
Brief Date: 01/03/2023
Action Date: 01/17/2023

Department: **Public Works**
Presented By: **Jay Harris, Public Works Director**

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

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

REVIEWED:

J.O.H.

PROGRAM/PROJECT TITLE:
Wastewater Fund Property
Acquisitions

ATTACHMENTS:

- Resolution No. 1259-1222
- Byron's Auto Purchase and Sale Agreement
- Debban/Moore Purchase and Sale Agreement

Action Requested:

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

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In 2019 Gray & Osborne (G&O) was hired by the City to update the 2013 City Sewer Comprehensive Plan. G&O has completed a draft of the Sewer Comprehensive Plan and Appendix H includes the a predesign report for the North Diversion Sewer Lift Station that will redirect the majority of wastewater flow in the northwest sections of the City and pump to the membrane treatment plant near Sanderson Field.

The predesign report included the evaluation of multiple sites that are large enough and are properly situated to capture most of the sewer flows in the basin. The Debban/Moore property, located at Olympic Highway North and A Street, was selected by the consultant and City staff as the best suited site for the new sewer lift station, as shown on Figure 1 below. A conceptual plan of the future North Diversion Lift Station on the proposed site is shown in Figure 2 below.

The purchase of the property shows City commitment to the proposed comprehensive plan capital improvement projects and can be helpful for the City to secure future grant funds to construct the \$9.2 million dollar lift station and force main project.

Completion of the North Diversion Sewer Lift Station project and upsizing of the treatment and storage capacity at the membrane plant are primary goals in the partnership between the City and the Squaxin Island Tribe. Completion of the projects will allow much more reclaimed water to be reused, or infiltrate into the Goldsborough Creek aquifer, and reduce the amount of wastewater discharging from the main treatment plant into Oakland Bay.

The City hired GPA Valuation for the appraisal of the lots in the fall of 2021 and the market value for the properties was estimated to be \$405,000. Several lots purchased north of the future lift station site will be used as staging areas during construction and most likely would be declared surplus once the project is completed and might reduce the overall purchase price for the property.

A cell tower site is in a portion of Parcels #7 and #8 are included as part of the property sale. A 99-year tower and access easement area lease for approximately 3,500 s.f. of the subject properties was executed on 6-30-2020 between the current property owners and Landmark Infrastructure Holding Company, LLC. The City will be the successor of the easement lease agreement, as shown in Figure 3 below. The lease payments were prepaid to the current property owners and the City will not receive any revenue from the

agreement.

The City Attorney has reviewed the attached purchase and sale agreements, and both have been executed by the property owners. The total purchase price for all parcels is \$405,000, with no earnest money down, closing contingent on a “clean” Phase 1 Environmental report, clear title, and City Council approval of the transaction.

City staff met with Council last February in an Executive Session to discuss the proposed property purchase and after negotiations with the seller the City is prepared to move forward with the real property transaction.



Figure 1: Proposed Property Purchase, Lots 1-9 Block 34 Mountainview Addition

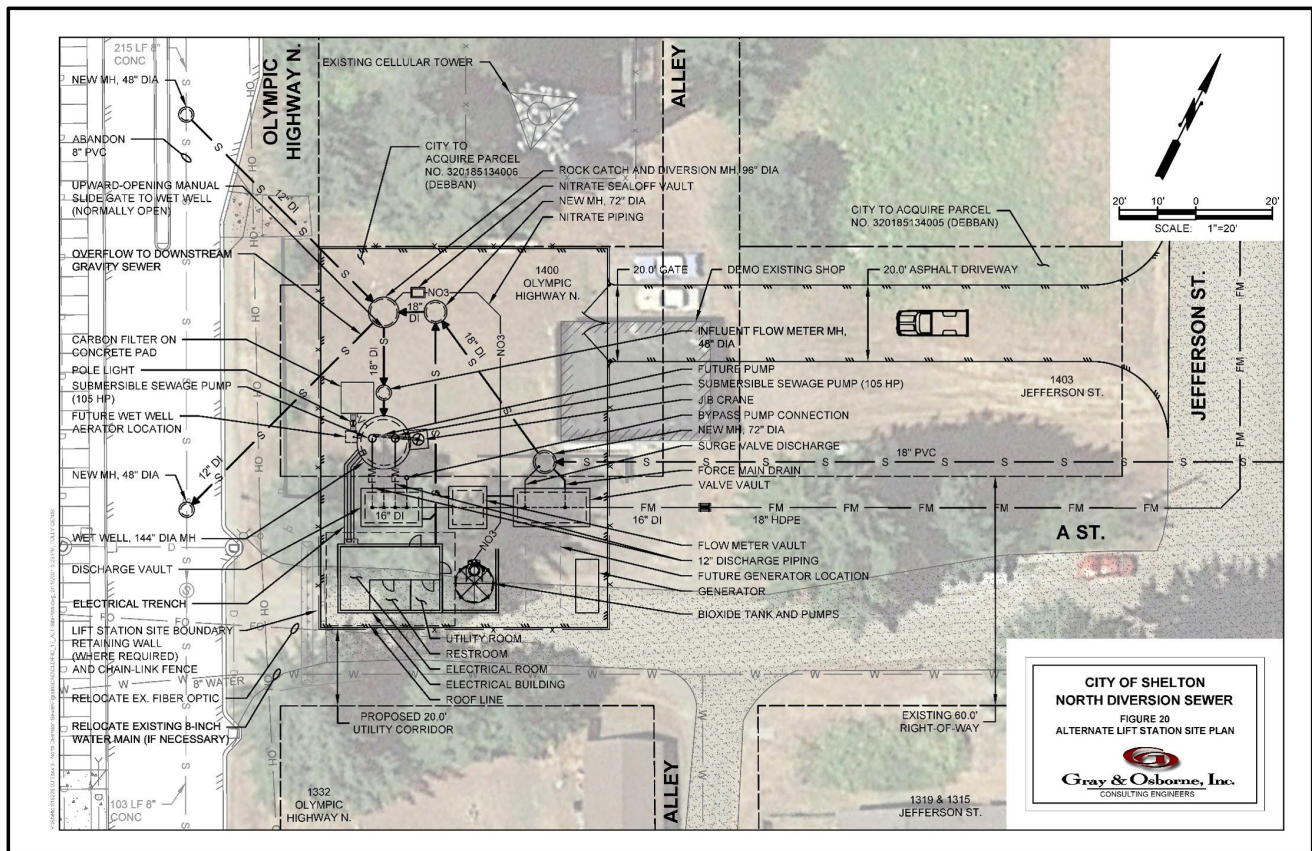


Figure 2: North Diversion Sewer Lift Station Conceptual Plan

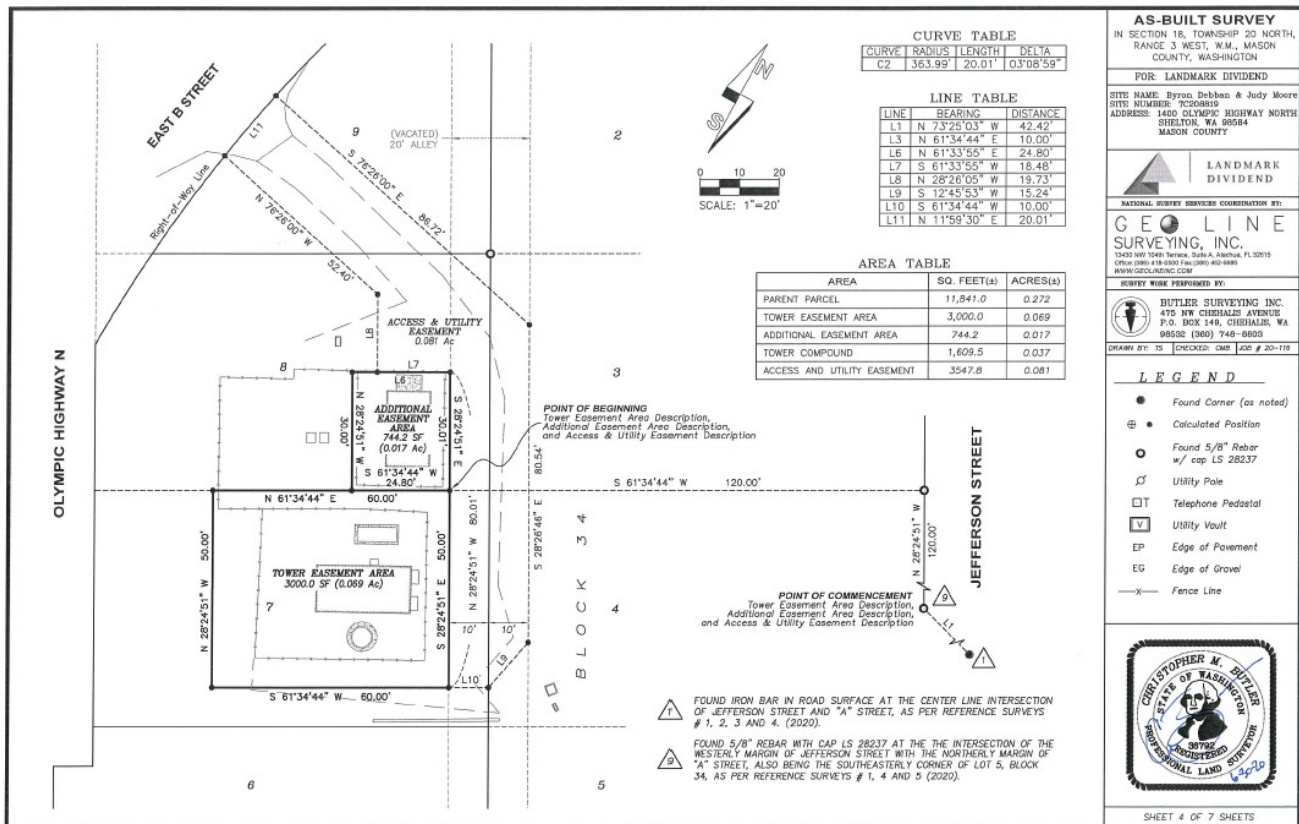


Figure 3: Cell Tower and Access Easement Lease Agreement Sketch.

ANALYSIS/OPTIONS/ALTERNATIVES:

Council could choose to not approve the property purchase at this time and an alternate site may be selected from the G&O predesign report and purchased in the future, if available.

Note that the lift station site needs to be situated in the correct location topographically to intercept the majority of gravity sewer flows from the basin, which limits the number of potential properties for the City to purchase.

BUDGET/FISCAL INFORMATION:

The July 5, 2022, supplemental budget approved by Council by Ordinance No. 1989-0522 allocated \$410,000 of wastewater funds for the property purchase.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to place Resolution No. 1259-1222 on the action agenda of the January 17th council meeting"*.

RESOLUTION NO. 1259-1222

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE REAL ESTATE ACQUISITION OF LOTS 1 THROUGH 9 BLOCK 34 OF THE MOUNTAIN VIEW ADDITION

WHEREAS, the draft of the Sewer Comprehensive Plan includes a project named the North Diversion Sewer Lift Station that will redirect the majority of wastewater flow in the northwest sections of the City and pump the wastewater to the membrane treatment plant near Sanderson Field; and

WHEREAS, the draft Sewer Comprehensive plan includes an evaluation of multiple sites that are properly situated to capture most of the sewer flows in the basin; and

WHEREAS, the properties located at Olympic Highway North between East A Street and East B Street, platted as Lots 1 through 9 Block 34 of the Mountain View Addition, was selected by the consultant and City staff as the best suited site for the new sewer lift station; and

WHEREAS, purchasing the properties shows City commitment to the proposed comprehensive plan capital improvement projects and can be helpful for the City to secure future grant funds to construct the \$9.2 million dollar lift station and force main; and

WHEREAS, completion of the North Diversion Sewer Lift Station project and upsizing of the treatment and storage capacity at the City membrane plant will reduce the amount of wastewater discharging from the main treatment plant into Oakland Bay and increase the production of reclaimed water, thereby increasing the water input to the Goldsborough Creek watershed, creating a benefit to aquifers, streams, and wetlands, all of which are primary goals of both the City and the Squaxin Island Tribe; and

WHEREAS, purchase and sale agreements have been prepared, reviewed by the City Attorney, and signed by the property owners in preparation for the City to purchase the properties for a total of \$405,000, to be paid out of the Wastewater Utility Fund.

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

The City Manager is authorized to sign the purchase and sale agreements and all necessary documents relating to the real estate acquisition Lots 1 through 9 of Block 34 of the Mountain View Addition.

INTRODUCED on the 3rd day of January 2023 and **PASSED** by the City Council at its regular meeting held on the 17th day of January 2023.

ATTEST:

Mayor Onisko

City Clerk Nault

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is by and between Byron's Auto, LLC. ("Seller"), and the City of Shelton, Washington, a municipal corporation of the State of Washington ("Buyer").

In consideration of the mutual covenants, conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Effective Date.** This Agreement is dated and effective as of _____ ("Effective Date").

2. **Property to be Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property and any improvements thereon, legally described as Parcel #6 in Exhibit A attached hereto and incorporated hereon, legal descriptions located in the SW one-quarter of Township 20 North, Range 3 West, Section 18, City of Shelton, Mason County, Washington (the "Property"). Seller agrees to sell and convey all rights, privileges, easements appurtenant to the land, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the land, all development rights, air rights, water, water rights and water stock relating to the land, and any and all easements, rights-of-way, and other appurtenances used in connection with the beneficial use and enjoyment of the land.

3. **Purchase Price.** The purchase price for the Property is One Hundred Fifty Thousand dollars (\$150,000) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds as of the Closing.

4. **Earnest Money Deposit.** No earnest money deposit is to be paid.

5. **Title to Property.**

5.1 **Conveyance.**

5.2 **Title Commitment.** Buyer shall obtain at Buyer's cost a preliminary title insurance commitment (the "Commitment") covering the Property, issued by Aegis Land Title Group (the "Title Company"), together with copies of all recorded documents listed as special exceptions therein. Buyer shall have twenty (20) calendar days after receipt of the Title Report and exceptions within which to notify Seller in writing of Buyer's disapproval of any exceptions shown in the Title Report; provided, however, Buyer shall not be required to object to any monetary liens or monetary encumbrances. Subject to any monetary liens or encumbrances created by Buyer, Seller shall cause any such monetary liens or monetary encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the twenty (20) calendar-day period shall be deemed an approval of the exceptions shown in the Title Report. As to any exceptions to title placed of record or first identified after issuance of the Title Report or revealed by any supplemental report, there shall be a fifteen (15) calendar day period after Buyer's receipt of the supplemental Title Report for Buyer to review and approve

such exceptions on the same basis as provided above and the Closing Date shall be extended, if necessary, to accommodate such review.

5.3 **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.2, Seller shall have five (5) calendar days following receipt of Buyer's objection to give Buyer written notice specifying which objectionable title exceptions, if any, Seller shall use commercially reasonable efforts to attempt to remove from title on or before the Closing. If Seller gives Buyer such notice electing to cure such objectionable title exceptions, but Seller is unable, despite Seller's commercially reasonable efforts, to remove any such objectionable title defect on or before the Closing, Buyer may elect to either (i) terminate this Agreement, in which event all further rights and obligations of the parties shall cease; or (ii) waive Buyer's previous title objection and to proceed with the purchase of and take the Property subject to such exception, without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement. If Seller either: (i) gives Buyer timely notice that Seller has elected not to attempt to remove all of the objected to title exceptions; or (ii) fails to give notice timely to Buyer, Buyer shall have five (5) calendar days after Buyer's receipt of Seller's notice or the expiration of the five (5) calendar day time period, as applicable, to notify Seller in writing of Buyer's election to (a) proceed with the purchase of and take the Property subject to such previously disapproved exceptions without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement; or (b) terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement except for terms which expressly survive termination of this Agreement. If Buyer shall fail to notify Seller timely of its election to proceed under clause (a) above, Buyer shall be deemed to have elected to terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement, and each party shall bear its own costs incurred under this Agreement.

5.4 **Title Policy.** The parties shall, at Buyer's sole expense, cause Title Company to issue to Buyer at Closing a standard form coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price (the "Title Policy"). At Buyer's option and expense, Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy. Buyer shall be responsible to deliver to the Title Company any survey required by the Title Company for extended coverage, at Buyer's expense, and such survey shall be obtained and delivered by Buyer to the Title Company no later than twenty (20) calendar days after the Effective Date.

6. **Contingency and Permit Periods.**

6.1 **Buyer's Contingency Period.** Buyer shall have sixty (60) calendar days from the date of the Effective Date (the "Contingency Period") to satisfy itself concerning the condition of soils; the suitability and condition of the Property; and the feasibility of developing the Property for Buyer's intended use ("Feasibility Contingency"). Buyer shall diligently and continuously work to resolve and satisfy itself with respect to the foregoing matters. If Buyer determines (in its sole and complete discretion) that it is not satisfied with such matters, Buyer may, at any time on or before 5 p.m. (Pacific Time) on the last day of the Contingency Period, rescind this Agreement by giving written notice to Seller. In the alternative, the Parties may elect to negotiate regarding any matters discovered during the Contingency Period, including a

negotiation of the purchase price. In the event of rescission, this Agreement thereafter shall be null and void and neither party shall have any obligation to the other except for obligations that expressly survive the termination of this Agreement. If Buyer does not notify Seller that it is rescinding this Agreement, or requesting to negotiate, within the time period specified above, then Buyer's Feasibility Contingency shall be deemed waived. During the Contingency Period, Buyer may enter upon the property for purposes of inspection and testing except that Buyer may not undertake invasive or intrusive testing without the prior written consent of Seller. Buyer shall reimburse Seller for any damages it causes to the Property during any inspection or testing and shall defend, indemnify and hold Seller harmless from and against any loss, damage, liability, claims or costs resulting from injuries or harm to persons or property (including but not limited to Buyer and Buyer's officials, employees, consultants or other representatives performing the testing or inspection), arising out of or in any way connected with Buyer's inspection or testing on the Property, excepting only such injury or harm as may have been caused by the fault or negligence of Seller or its employees. Buyer's indemnity obligations under this Section 6.1 shall survive the Closing or termination of this Agreement.

6.2 **Review Materials.** No later than five (5) calendar days after the Effective Date, Seller will deliver to Buyer copies of all studies and reports regarding the environmental condition of the Property in Seller's possession, including reports and studies regarding Hazardous Materials (as defined in Section 9.1.7), wetlands, soils, ground water and slopes (collectively, the "Environmental Reports").

6.3. **Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind.** Pursuant to the Revised Code of Washington 64.06.010, Buyer hereby waives receipt of a seller disclosure statement as set forth in Chapter 64.06 RCW. Notwithstanding the foregoing, Buyer and Seller wish to comply with RCW 64.06 in the event Buyer's waiver is held to not be enforceable. RCW 64.06.010(7) provides that Buyer may waive its right to receive the Seller Disclosure Statement; provided, however, if the answer to any of the questions in the section of the Seller Disclosure Statement entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. By executing this Agreement, Buyer acknowledges that it has received the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit B and Buyer waives its right to receive the balance of the completed seller disclosure statement.

7. **Brokers and Commissions.** There are no Brokers and Commissions involved in this transaction.

8. **Closing.**

8.1 **Closing Date.** This purchase and sale will be closed with the commercial escrow department ("Escrow Agent") at Aegis Land Title Group, located at 124 N. 2nd Street, Shelton, Washington. The closing ("Closing") will occur no later than _____, as such closing may be extended as provided in Section 5.2. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer (which date shall then become the "Closing Date"), the Escrow Agent shall immediately terminate the escrow and return all documents to the party that deposited them.

8.2 **Real Property Prorations.** All revenues and expenses of the Property, including but not limited to, real property taxes and special assessments due in the year of Closing, rents, water, sewer and utility charges, and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the Closing Date. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) calendar days after the Closing Date and either party owing the other party a sum of money based on subsequent prorations(s) shall promptly pay said sum to the other party. If payment is not made within ten (10) calendar days after delivery of a bill therefore, the owing party shall pay interest on such amounts at the rate of twelve percent (12%) per annum from the Closing Date to the date of payment.

8.3 **Seller's Escrow Deposits.** On or before the Closing Date, Seller shall deposit into escrow the following:

8.3.1 the duly executed and acknowledged statutory warranty deed;

8.3.2 a duly executed and completed Real Estate Excise Tax Affidavit.

8.3.3 a duly executed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; and

8.3.4 all documents and/or funds required to remove all monetary liens and monetary encumbrances and to pay Seller's share of prorations under Section 8.2 and closing costs described in Section 8.6.

8.4 **Buyer's Escrow Deposits.** On or before the Closing Date, Buyer shall deposit into escrow the following:

8.4.1 cash in an amount sufficient to pay the Purchase Price and Reimbursements, plus the Buyer's share of prorations under Section 8.2 and Buyer's closing costs described in Section 8.6.1; and

8.4.2 a duly executed and completed Real Estate Excise Tax Affidavit.

8.5 **Additional Instruments and Documents.** Seller and Buyer shall each deposit into escrow any other instruments and documents that are reasonably required by the Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

8.6 **Closing Costs.**

8.6.1 At Closing, Buyer shall pay for all closing costs including (a) the cost of recording the Deed; (b) the Title Company's escrow fee; and (c) the premiums for

any title policy endorsements or extended coverage requested by Buyer. Seller shall be responsible for paying the Real Estate Excise Tax, if due.

8.7 **Possession.** Buyer shall be entitled to possession of the Property upon Closing.

8.8 **Condition Precedent to Buyer's Obligations.** Buyer's obligation to close the purchase of the Property in accordance with the terms of this Agreement is expressly conditioned on, and subject to satisfaction of the following conditions precedent, which are intended solely for the benefit of Buyer. If either of the following conditions precedent is not satisfied by Closing, Buyer shall have the right, at its sole election, to waive the condition and proceed with the purchase or to exercise its remedies pursuant to Section 12.1.

8.8.1 **Performance by Seller.** Seller shall have performed and complied in all material respects with all agreements, covenants and conditions contained in this Agreement required to be performed or complied with by Seller prior to or at Closing.

8.8.2 **Representations and Warranties.** All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct in all materials respects when made and shall be true and correct in all materials respects as of the Closing Date.

8.9 **Condition Precedent to Seller's Obligations.** Seller's obligation to sell the Property at Closing under this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Seller. If the following condition precedent is not satisfied by Closing, Seller shall have the right, at its sole election, to waive the condition and proceed with the purchase, or to exercise its remedies pursuant to Section 12.2.

8.9.1 **Performance by Buyer.** Buyer shall have performed and complied in all material respects with all agreements, covenants and conditions contained in this Agreement required to be performed or complied with by Buyer prior to or at Closing.

9. **Representations and Warranties.**

9.1 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the following facts are true as of the parties' mutual execution of this Agreement and as of the Closing Date:

9.1.1 **No Litigation.** Except as disclosed in writing by Seller to Buyer, there is no pending litigation or administrative action with respect to the Property or the Seller's interest in the Property and Seller has not received any notice of any threatened or administrative action with respect to the Property or the Seller's interest in the Property.

9.1.2 **Authority of Seller.** This Agreement is a valid and binding obligation of the Seller, enforceable against Seller in accordance with its terms. No authorizations or approvals, whether of organizational bodies, governmental bodies, or

otherwise, will be necessary in order for Seller to enter into this Agreement and to perform Seller's obligations as set forth herein. The consummation of the transactions contemplated hereunder will not conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller or to the Property.

9.1.3 **Non-foreign Status/At-Source Withholding.** Seller represents and warrants none of the individuals constituting the "Seller" are a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended. Seller shall deliver to Buyer at Closing a Certificate of Non-foreign Status setting forth Seller's address and certifying that it is not a foreign person as so defined.

9.1.4 **Other Agreements.** There are no other contracts or agreements in force or effect for the sale of, or a right of first refusal or option for, all or any portion of the Property, and Seller agrees: (a) not to enter into any such contracts or agreements between the date hereof and Closing and (b) to use its best efforts to terminate any such contracts that come to its attention between the date hereof and Closing. There are no contracts or other agreements affecting the Property that will not be terminated at or prior to Closing.

9.1.5 **Encumbrances.** Seller's execution, delivery and fulfillment of its obligations under this Agreement shall not result in any default or violation of any agreement by which Seller is bound or which will result in any lien, charge or encumbrance on the Property.

9.1.6 **Exiting Leases.** There are no existing leases on the Property.

9.1.7 **Environmental.** To Seller's actual knowledge, Seller has not generated, stored, released or disposed of any substance or material on the Property, the generation, storage or disposal of which is regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Model Toxics Control Act (Chapter 70.105D RCW) or any comparable law, regulation, ordinance or order of any governmental body (any such substance or material so regulated being referred to herein as a "Hazardous Material"), except in compliance with such laws, regulations, ordinance or orders. To Seller's actual knowledge, Seller has obtained (and is in compliance with) all permits, licenses and other authorizations that are required under all federal, state and local environmental requirements customarily known to and followed by owners and operators of land similar to the Property and located in the area in which the Property is located, including any such laws, regulations or ordinances relating to emissions, discharges, releases or threatened releases of materials into the environment or otherwise relating to the use, treatment, storage, disposal, transport or handling of such materials. Neither Seller, nor to Seller's actual knowledge any prior owner, occupant or user of the Property, has received any notice or other communications concerning any alleged violation of any environmental requirements. To Seller's actual knowledge, there is not constructed, placed, deposited, stored, disposed of or located on the Property (i) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (ii) any underground storage tanks. Any breach of this warranty prior to the Closing Date shall entitle the Buyer to terminate this Agreement. Upon such termination, the escrow will be terminated, all documents and other funds will be returned

to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

9.1.8 **Completeness of Statements.** To Seller's actual knowledge, no representation or warranty by Seller in this Agreement or in any written material furnished by Seller to Buyer pursuant to or in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make any statement herein or therein not misleading.

9.2 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that the following facts are true as of the date of the parties' mutual execution of this Agreement and as of the Closing Date:

9.2.1 **Pending Actions.** To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, or proceeding pending against Buyer, which if adversely determined, could materially interfere with Buyer's consummation of the transactions contemplated by this Agreement.

9.2.2 **Authority of Buyer.** This Agreement must be ratified by the Shelton City Council in an open public meeting to be enforceable against Buyer. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer or to the Property.

The representations and warranties of Seller and Buyer in this Section 9 shall survive Closing and recording of the Deed for a period of one hundred eighty (180) calendar days from the Closing Date and shall terminate as of the end of such period except to the extent that Seller or Buyer, as applicable, advises the other party in writing of an alleged breach thereof prior to such termination date, stating with specificity the nature of the alleged breach and concurrently providing the other party with documentation thereof.

10. **"AS IS" SALE.**

10.1 **Condition of Property.** Buyer represents and warrants to Seller and agrees that prior to Closing, Buyer will have examined and investigated to Buyer's full satisfaction the physical condition of the Property and the status of all entitlements, restrictions or encumbrances relating to the Property. Except as otherwise set forth in this Agreement or in instruments delivered by Seller pursuant to this Agreement, Buyer has not relied, will not rely on, and Seller is not liable for or bound by, any expressed or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, verbally or in writing.

10.2 **AS-IS Sale.** Except for the express representations and warranties of Seller in this Agreement or in the conveyance documents to be executed by Seller at Closing, Seller specifically disclaims all warranties or representations of any kind or character, express, implied, statutory or otherwise, with respect to the Property's condition. AT CLOSING, BUYER

SHALL ACCEPT THE PROPERTY "AS IS" AND "WHERE IS", AND BUYER ACKNOWLEDGES THAT EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, SELLER HAS MADE NO REPRESENTATION OF ANY KIND RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ZONING, ENVIRONMENTAL MATTERS OR CONTAMINATION, UTILITIES SERVICE, AVAILABILITY OF UTILITIES, EFFECT OF LOCAL, STATE AND FEDERAL REGULATIONS ON USE AND ENJOYMENT OF THE PROPERTY, SOIL SUITABILITY AND COMPACTION, DRAINAGE, FITNESS OR USABILITY OF IMPROVEMENTS NOT TO BE REMOVED FOR ANY PURPOSE, INSECT OR OTHER PEST INFESTATION, AND LATERAL OR SUBJACENT SUPPORT. Buyer acknowledges and agrees that the disclaimers set forth in this Section 10.2 are an integral part of this Agreement and that Seller would not have agreed to complete the sale on the terms provided in this Agreement without the disclaimers set forth in this Section 10.2.



Seller's initials.

Buyer's initials.

The covenants, agreements, representations and warranties of Buyer in this Section 10 shall survive the Closing and recording of the Deed.

11. **Maintenance of Property Pending Closing.** At all times before the Closing, Seller shall manage and operate the Property in a manner consistent with Seller's past practices. Seller agrees: (a) to maintain all usual and necessary business records (if any) pertaining to the Property, consistent with Seller's past practices; (b) to maintain the Property in its current condition and state of repair (normal wear and tear and casualty loss excepted); and (c) to maintain its existing property and casualty insurance on the Property.

12. **Default.**

12.1 **By Seller.** In the event Seller fails, without legal excuse, to complete the sale of the Property in accordance with this Agreement or otherwise defaults hereunder, Buyer will be entitled, at its sole discretion, (a) to seek specific performance of Seller's obligations under this Agreement provided that an action thereon is commenced within one hundred eighty (180) calendar days of Seller's failure to perform, (b) to terminate this Agreement by written notice to Seller and Escrow Agent, or (c) to acquire the property in a legal exercise of eminent domain authority. If Buyer terminates this Agreement pursuant to this Section 12.1 the escrow will be terminated and all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

12.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property in accordance with this Agreement or otherwise defaults hereunder, Seller will be entitled as its sole remedy, to terminate this Agreement by written notice to Buyer and Escrow Agent. If Seller terminates this Agreement pursuant to this Section 12.2 the escrow will be terminated and all documents will be immediately returned to the party who deposited

them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

13. Miscellaneous.

13.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns. No assignment of this Agreement by Buyer shall operate to relieve Buyer from any of its liabilities under this Agreement.

13.2 **Notices.** Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by first class, certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Seller, to: Byron's Auto, LLC
2508 Fremont Street
Tacoma, WA 98406
Phone: 206-713-8783

Copied to:
Bonin Law
PO Box 783
Shelton, WA 98584
360-427-7474

If to Buyer, to: City of Shelton City Manager
525 West Cota, Shelton Wa. 98584
Phone: 360-432-5105

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) business day after deposit with the courier service, and if mailed, three (3) business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as transmission is verified; provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

13.3 **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them, subject to ratification by the Shelton City Council in an open public meeting.

13.4 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

13.5 **Governing Law.** This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Washington.

13.6 **Entire Agreement.** This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

13.8 **Time of the Essence.** Time is of the essence under this Agreement. If the date for any performance under this Agreement falls on a weekend or a holiday, the time for such performance shall extend to the next business day. Any period of time stated in this Agreement shall expire at 9:00 p.m. of the last calendar day of the specified period of time.

13.9 **Waiver.** Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

13.10 **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

13.11 **Tax Effect.** No party has made or is making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. No party shall be liable for or in any way responsible to any other party because of any tax effect resulting from the transactions provided for in this Agreement.


13.12 **Representation.** It is agreed and acknowledged that the firm of Haggard & Ganson LLP represented only the Buyer in the drafting of this Agreement, and Seller acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.

13.13 **Survival.** Sections 8.2, 13.1, 13.4, 13.5, 13.7, 13.9, 13.11, 13.12 and 13.13 shall survive the Closing of this Agreement and delivery of the Deed. The representations and warranties contained in this Agreement shall survive the Closing of this agreement and delivery of the Deed for the period of time specifically provided herein.

13.14 **Counterparts; Scanned or Facsimile Signatures.** This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if the party had signed all other counterparts. Delivery by facsimile or by e-mail of a PDF of an executed counterpart shall have the same effect as physical delivery of an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below.

SELLER:

By: 
Byron L. Debban
Managing Member
Byron's Auto, LLC

Date:  DEC 09 2022

BUYER:

By: _____
Jeff Niten, City Manager
City of Shelton

Date: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Parcel #6:

Lot 6, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington.
Mason County Parcel #320185134006.

EXHIBIT A

PROPERTY LEGAL DESCRIPTION SKETCH

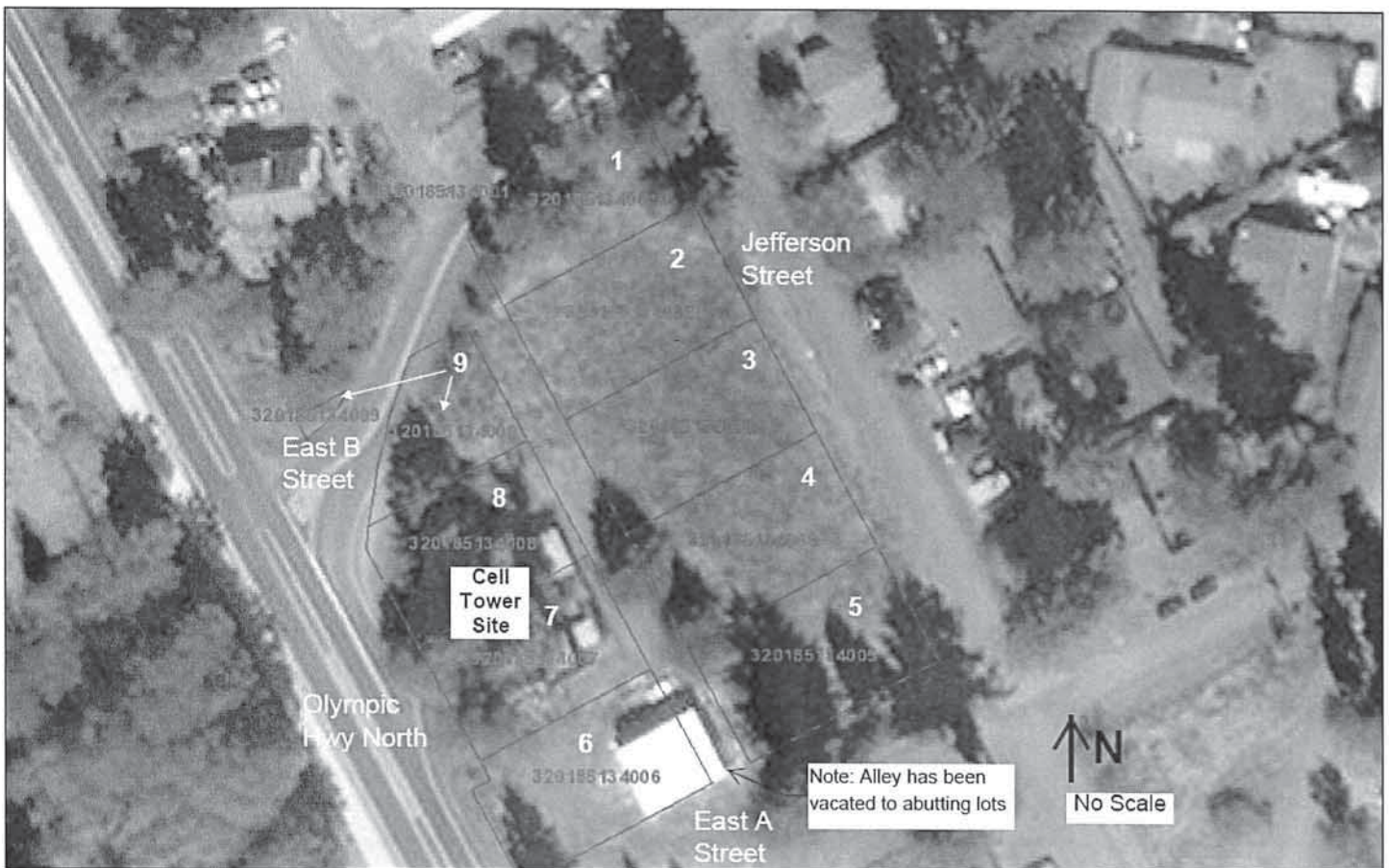


EXHIBIT B

SELLER ENVIRONMENTAL DISCLOSURES

NOTICE TO BUYER:

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☒ IS ☐ IS NOT OCCUPYING THE PROPERTY.

SELLER'S ENVIRONMENTAL DISCLOSURES

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

		YES	NO	DON'T KNOW
*A	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?		X	
*B	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?		X	
*C	Are there any shorelines, wetlands, floodplains, or critical areas on the property?		X	
*D	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?			X
*E	Is there any soil or groundwater contamination?			X
*F	Has the property been used as a legal or illegal dumping site?			X
*G	Has the property been used as an illegal drug manufacturing site?			X

VERIFICATION

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller authorizes all of its real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

By: 

Date: 12-09-2022

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is by and between Byron L. Debban and Judy K. Moore ("Seller"), and the City of Shelton, Washington, a municipal corporation of the State of Washington ("Buyer").

In consideration of the mutual covenants, conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Effective Date.** This Agreement is dated and effective as of _____ ("Effective Date").

2. **Property to be Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property and any improvements thereon, legally described as Parcels #1, #2, #3, #4, #5, #7, #8, & #9, Exhibit A attached hereto and incorporated hereon, legal descriptions located in the SW one-quarter of Township 20 North, Range 3 West, Section 18, City of Shelton, Mason County, Washington (the "Property"). Seller agrees to sell and convey all rights, privileges, easements appurtenant to the land, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the land, all development rights, air rights, water, water rights and water stock relating to the land, and any and all easements, rights-of-way, and other appurtenances used in connection with the beneficial use and enjoyment of the land.

3. **Purchase Price.** The purchase price for the Property is Two Hundred Fifty-Five Thousand dollars (\$255,000) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds as of the Closing.

4. **Earnest Money Deposit.** No earnest money deposit is to be paid.

5. **Title to Property.**

5.1 **Conveyance.**

5.2 **Title Commitment.** Buyer shall obtain at Buyer's cost a preliminary title insurance commitment (the "Commitment") covering the Property, issued by Aegis Land Title Group (the "Title Company"), together with copies of all recorded documents listed as special exceptions therein. Buyer shall have twenty (20) calendar days after receipt of the Title Report and exceptions within which to notify Seller in writing of Buyer's disapproval of any exceptions shown in the Title Report; provided, however, Buyer shall not be required to object to any monetary liens or monetary encumbrances. Subject to any monetary liens or encumbrances created by Buyer, Seller shall cause any such monetary liens or monetary encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the twenty (20) calendar-day period shall be deemed an approval of the exceptions shown in the Title Report. As to any exceptions to title placed of record or first identified after issuance of the Title Report or revealed by any supplemental report, there shall be a fifteen (15) calendar day period after Buyer's receipt of the supplemental Title Report for Buyer to review and approve

such exceptions on the same basis as provided above and the Closing Date shall be extended, if necessary, to accommodate such review.

5.3 **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.2, Seller shall have five (5) calendar days following receipt of Buyer's objection to give Buyer written notice specifying which objectionable title exceptions, if any, Seller shall use commercially reasonable efforts to attempt to remove from title on or before the Closing. If Seller gives Buyer such notice electing to cure such objectionable title exceptions, but Seller is unable, despite Seller's commercially reasonable efforts, to remove any such objectionable title defect on or before the Closing, Buyer may elect to either (i) terminate this Agreement, in which event all further rights and obligations of the parties shall cease; or (ii) waive Buyer's previous title objection and to proceed with the purchase of and take the Property subject to such exception, without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement. If Seller either: (i) gives Buyer timely notice that Seller has elected not to attempt to remove all of the objected to title exceptions; or (ii) fails to give notice timely to Buyer, Buyer shall have five (5) calendar days after Buyer's receipt of Seller's notice or the expiration of the five (5) calendar day time period, as applicable, to notify Seller in writing of Buyer's election to (a) proceed with the purchase of and take the Property subject to such previously disapproved exceptions without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement; or (b) terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement except for terms which expressly survive termination of this Agreement. If Buyer shall fail to notify Seller timely of its election to proceed under clause (a) above, Buyer shall be deemed to have elected to terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement, and each party shall bear its own costs incurred under this Agreement.

5.4 **Title Policy.** The parties shall, at Buyer's sole expense, cause Title Company to issue to Buyer at Closing a standard form coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price (the "Title Policy"). At Buyer's option and expense, Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy. Buyer shall be responsible to deliver to the Title Company any survey required by the Title Company for extended coverage, at Buyer's expense, and such survey shall be obtained and delivered by Buyer to the Title Company no later than twenty (20) calendar days after the Effective Date.

6. **Contingency and Permit Periods.**

6.1 **Buyer's Contingency Period.** Buyer shall have sixty (60) calendar days from the date of the Effective Date (the "Contingency Period") to satisfy itself concerning the condition of soils; the suitability and condition of the Property; and the feasibility of developing the Property for Buyer's intended use ("Feasibility Contingency"). Buyer shall diligently and continuously work to resolve and satisfy itself with respect to the foregoing matters. If Buyer determines (in its sole and complete discretion) that it is not satisfied with such matters, Buyer may, at any time on or before 5 p.m. (Pacific Time) on the last day of the Contingency Period, rescind this Agreement by giving written notice to Seller. In the alternative, the Parties may elect to negotiate regarding any matters discovered during the Contingency Period, including a

negotiation of the purchase price. In the event of rescission, this Agreement thereafter shall be null and void and neither party shall have any obligation to the other except for obligations that expressly survive the termination of this Agreement. If Buyer does not notify Seller that it is rescinding this Agreement, or requesting to negotiate, within the time period specified above, then Buyer's Feasibility Contingency shall be deemed waived. During the Contingency Period, Buyer may enter upon the property for purposes of inspection and testing except that Buyer may not undertake invasive or intrusive testing without the prior written consent of Seller. Buyer shall reimburse Seller for any damages it causes to the Property during any inspection or testing and shall defend, indemnify and hold Seller harmless from and against any loss, damage, liability, claims or costs resulting from injuries or harm to persons or property (including but not limited to Buyer and Buyer's officials, employees, consultants or other representatives performing the testing or inspection), arising out of or in any way connected with Buyer's inspection or testing on the Property, excepting only such injury or harm as may have been caused by the fault or negligence of Seller or its employees. Buyer's indemnity obligations under this Section 6.1 shall survive the Closing or termination of this Agreement.

6.2 **Review Materials.** No later than five (5) calendar days after the Effective Date, Seller will deliver to Buyer copies of all studies and reports regarding the environmental condition of the Property in Seller's possession, including reports and studies regarding Hazardous Materials (as defined in Section 9.1.7), wetlands, soils, ground water and slopes (collectively, the "Environmental Reports").

6.3 **Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind.** Pursuant to the Revised Code of Washington 64.06.010, Buyer hereby waives receipt of a seller disclosure statement as set forth in Chapter 64.06 RCW. Notwithstanding the foregoing, Buyer and Seller wish to comply with RCW 64.06 in the event Buyer's waiver is held to not be enforceable. RCW 64.06.010(7) provides that Buyer may waive its right to receive the Seller Disclosure Statement; provided, however, if the answer to any of the questions in the section of the Seller Disclosure Statement entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. By executing this Agreement, Buyer acknowledges that it has received the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit B and Buyer waives its right to receive the balance of the completed seller disclosure statement.

7. **Brokers and Commissions.** There are no Brokers and Commissions involved in this transaction.

8. **Closing.**

8.1 **Closing Date.** This purchase and sale will be closed with the commercial escrow department ("Escrow Agent") at Aegis Land Title Group, located at 124 N. 2nd Street, Shelton, Washington. The closing ("Closing") will occur no later than _____, as such closing may be extended as provided in Section 5.2. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer (which date shall then become the "Closing Date"), the Escrow Agent shall immediately terminate the escrow and return all documents to the party that deposited them.

8.2 **Real Property Prorations.** All revenues and expenses of the Property, including but not limited to, real property taxes and special assessments due in the year of Closing, rents, water, sewer and utility charges, and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the Closing Date. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) calendar days after the Closing Date and either party owing the other party a sum of money based on subsequent prorations(s) shall promptly pay said sum to the other party. If payment is not made within ten (10) calendar days after delivery of a bill therefore, the owing party shall pay interest on such amounts at the rate of twelve percent (12%) per annum from the Closing Date to the date of payment.

8.3 **Seller's Escrow Deposits.** On or before the Closing Date, Seller shall deposit into escrow the following:

8.3.1 the duly executed and acknowledged statutory warranty
Deed;

8.3.2 a duly executed and completed Real Estate Excise Tax
Affidavit.

8.3.3 a duly executed non-foreign affidavit pursuant to Section
1445 of the Internal Revenue Code of 1986, as amended; and

8.3.4 all documents and/or funds required to remove all monetary
liens and monetary encumbrances and to pay Seller's share of prorations under Section 8.2 and
closing costs described in Section 8.6.

8.4 **Buyer's Escrow Deposits.** On or before the Closing Date, Buyer shall deposit into escrow the following:

8.4.1 cash in an amount sufficient to pay the Purchase Price and
Reimbursements, plus the Buyer's share of prorations under Section 8.2 and Buyer's closing
costs described in Section 8.6.1; and

8.4.2 a duly executed and completed Real Estate Excise Tax
Affidavit.

8.5 **Additional Instruments and Documents.** Seller and Buyer shall each deposit into escrow any other instruments and documents that are reasonably required by the Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

8.6 **Closing Costs.**

8.6.1 At Closing, Buyer shall pay for all closing costs including
(a) the cost of recording the Deed; (b) the Title Company's escrow fee; and (c) the premiums for

any title policy endorsements or extended coverage requested by Buyer. Seller shall be responsible for paying the Real Estate Excise Tax, if due.

8.7 **Possession.** Buyer shall be entitled to possession of the Property upon Closing.

8.8 **Condition Precedent to Buyer's Obligations.** Buyer's obligation to close the purchase of the Property in accordance with the terms of this Agreement is expressly conditioned on, and subject to satisfaction of the following conditions precedent, which are intended solely for the benefit of Buyer. If either of the following conditions precedent is not satisfied by Closing, Buyer shall have the right, at its sole election, to waive the condition and proceed with the purchase or to exercise its remedies pursuant to Section 12.1.

8.8.1 **Performance by Seller.** Seller shall have performed and complied in all material respects with all agreements, covenants and conditions contained in this Agreement required to be performed or complied with by Seller prior to or at Closing.

8.8.2 **Representations and Warranties.** All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct in all materials respects when made and shall be true and correct in all materials respects as of the Closing Date.

8.9 **Condition Precedent to Seller's Obligations.** Seller's obligation to sell the Property at Closing under this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Seller. If the following condition precedent is not satisfied by Closing, Seller shall have the right, at its sole election, to waive the condition and proceed with the purchase, or to exercise its remedies pursuant to Section 12.2.

8.9.1 **Performance by Buyer.** Buyer shall have performed and complied in all material respects with all agreements, covenants and conditions contained in this Agreement required to be performed or complied with by Buyer prior to or at Closing.

9. **Representations and Warranties.**

9.1 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the following facts are true as of the parties' mutual execution of this Agreement and as of the Closing Date:

9.1.1 **No Litigation.** Except as disclosed in writing by Seller to Buyer, there is no pending litigation or administrative action with respect to the Property or the Seller's interest in the Property and Seller has not received any notice of any threatened or administrative action with respect to the Property or the Seller's interest in the Property.

9.1.2 **Authority of Seller.** This Agreement is a valid and binding obligation of the Seller, enforceable against Seller in accordance with its terms. No authorizations or approvals, whether of organizational bodies, governmental bodies, or otherwise, will be necessary in order for Seller to enter into this Agreement and to perform

Seller's obligations as set forth herein. The consummation of the transactions contemplated hereunder will not conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller or to the Property.

9.1.3 **Non-foreign Status/At-Source Withholding.** Seller represents and warrants none of the individuals constituting the "Seller" are a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 10954, as amended. Seller shall deliver to Buyer at Closing a Certificate of Non-foreign Status setting forth Seller's address and certifying that it is not a foreign person as so defined.

9.1.4 **Other Agreements.** *Except for the cell tower lease disclosed in Section 9.1.6, which must be fully honored,* there are no other contracts or agreements in force or effect for the sale of, or a right of first refusal or option for, all or any portion of the Property, and Seller agrees: (a) not to enter into any such contracts or agreements between the date hereof and Closing and (b) to use its best efforts to terminate any such contracts that come to its attention between the date hereof and Closing. There are no contracts or other agreements affecting the Property that will not be terminated at or prior to Closing.

9.1.5 **Encumbrances.** Seller's execution, delivery and fulfillment of its obligations under this Agreement shall not result in any default or violation of any agreement by which Seller is bound or which will result in any lien, charge or encumbrance on the Property.

9.1.6 **Existing Leases.** *There is an existing cell tower lease on the Property and specifically on Lots 7 and Lot 8, which is included as Exhibit C to this Agreement. Buyers are purchasing the Property subject to this long term 99 year lease. Buyers acknowledge that the lessor has paid the lease proceeds to Seller in advance. Buyers agree they are not entitled to recover from the Sellers any prepaid compensation related to that existing lease, provided that the Buyers shall not be prohibited from attempting renegotiating the lease with Lessee or recovering additional compensation from Lessee.*

9.1.7 **Environmental.** To Seller's actual knowledge, Seller has not generated, stored, released or disposed of any substance or material on the Property, the generation, storage or disposal of which is regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Model Toxics Control Act (Chapter 70.105D RCW) or any comparable law, regulation, ordinance or order of any governmental body (any such substance or material so regulated being referred to herein as a "Hazardous Material"), except in compliance with such laws, regulations, ordinance or orders. To Seller's actual knowledge, Seller has obtained (and is in compliance with) all permits, licenses and other authorizations that are required under all federal, state and local environmental requirements customarily known to and followed by owners and operators of land similar to the Property and located in the area in which the Property is located, including any such laws, regulations or ordinances relating to emissions, discharges, releases or threatened releases of materials into the environment or otherwise relating to the use, treatment, storage, disposal, transport or handling of such materials. Neither Seller, nor to Seller's actual knowledge any prior owner, occupant or user of the Property, has received any notice or other communications concerning any alleged violation of any environmental requirements. To Seller's actual

knowledge, there is not constructed, placed, deposited, stored, disposed of or located on the Property (i) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (ii) any underground storage tanks. Any breach of this warranty prior to the Closing Date shall entitle the Buyer to terminate this Agreement. Upon such termination, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

9.1.8 **Completeness of Statements.** To Seller's actual knowledge, no representation or warranty by Seller in this Agreement or in any written material furnished by Seller to Buyer pursuant to or in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make any statement herein or therein not misleading.

9.2 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that the following facts are true as of the date of the parties' mutual execution of this Agreement and as of the Closing Date:

9.2.1 **Pending Actions.** To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, or proceeding pending against Buyer, which if adversely determined, could materially interfere with Buyer's consummation of the transactions contemplated by this Agreement.


9.2.2 **Authority of Buyer.** This Agreement must be ratified by the Shelton City Council in an open public meeting to be enforceable against Buyer. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer or to the Property.

The representations and warranties of Seller and Buyer in this Section 9 shall survive Closing and recording of the Deed for a period of one hundred eighty (180) calendar days from the Closing Date and shall terminate as of the end of such period except to the extent that Seller or Buyer, as applicable, advises the other party in writing of an alleged breach thereof prior to such termination date, stating with specificity the nature of the alleged breach and concurrently providing the other party with documentation thereof.

10. **"AS IS" SALE.**

10.1 **Condition of Property.** Buyer represents and warrants to Seller and agrees that prior to Closing, Buyer will have examined and investigated to Buyer's full satisfaction the physical condition of the Property and the status of all entitlements, restrictions or encumbrances relating to the Property. Except as otherwise set forth in this Agreement or in instruments delivered by Seller pursuant to this Agreement, Buyer has not relied, will not rely on, and Seller is not liable for or bound by, any expressed or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, verbally or in writing.

10.2 **AS-IS Sale.** Except for the express representations and warranties of Seller in this Agreement or in the conveyance documents to be executed by Seller at Closing, Seller specifically disclaims all warranties or representations of any kind or character, express, implied, statutory or otherwise, with respect to the Property's condition. AT CLOSING, BUYER SHALL ACCEPT THE PROPERTY "AS IS" AND "WHERE IS", AND BUYER ACKNOWLEDGES THAT EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, SELLER HAS MADE NO REPRESENTATION OF ANY KIND RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ZONING, ENVIRONMENTAL MATTERS OR CONTAMINATION, UTILITIES SERVICE, AVAILABILITY OF UTILITIES, EFFECT OF LOCAL, STATE AND FEDERAL REGULATIONS ON USE AND ENJOYMENT OF THE PROPERTY, SOIL SUITABILITY AND COMPACTION, DRAINAGE, FITNESS OR USABILITY OF IMPROVEMENTS NOT TO BE REMOVED FOR ANY PURPOSE, INSECT OR OTHER PEST INFESTATION, AND LATERAL OR SUBJACENT SUPPORT. Buyer acknowledges and agrees that the disclaimers set forth in this Section 10.2 are an integral part of this Agreement and that Seller would not have agreed to complete the sale on the terms provided in this Agreement without the disclaimers set forth in this Section 10.2.



Seller's initials.

Buyer's initials.

The covenants, agreements, representations and warranties of Buyer in this Section 10 shall survive the Closing and recording of the Deed.

10. **Maintenance of Property Pending Closing.** At all times before the Closing, Seller shall manage and operate the Property in a manner consistent with Seller's past practices. Seller agrees: (a) to maintain all usual and necessary business records (if any) pertaining to the Property, consistent with Seller's past practices; (b) to maintain the Property in its current condition and state of repair (normal wear and tear and casualty loss excepted); and (c) to maintain its existing property and casualty insurance on the Property.

12. **Default.**

12.1 **By Seller.** In the event Seller fails, without legal excuse, to complete the sale of the Property in accordance with this Agreement or otherwise defaults hereunder, Buyer will be entitled, at its sole discretion, (a) to seek specific performance of Seller's obligations under this Agreement provided that an action thereon is commenced within one hundred eighty (180) calendar days of Seller's failure to perform, (b) to terminate this Agreement by written notice to Seller and Escrow Agent, or (c) to acquire the property in a legal exercise of eminent domain authority. If Buyer terminates this Agreement pursuant to this Section 12.1 the escrow will be terminated and all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

12.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property in accordance with this Agreement or otherwise defaults hereunder, Seller will be entitled as its sole remedy, to terminate this Agreement by written notice to Buyer and Escrow Agent. If Seller terminates this Agreement pursuant to this Section 12.2 the escrow will be terminated and all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

13. **Miscellaneous.**

13.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns. No assignment of this Agreement by Buyer shall operate to relieve Buyer from any of its liabilities under this Agreement.

13.2 **Notices.** Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by first class, certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Seller, to: Byron Debban
2508 Fremont Street
Tacoma, WA 98406
Phone: 206-713-8783

Copied to:
Bonin Law
PO Box 783
Shelton, WA 98584
360-427-7474

If to Buyer, to: City of Shelton City Manager
525 West Cota, Shelton Wa. 98584

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) business day after deposit with the courier service, and if mailed, three (3) business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as transmission is verified; provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

13.3 **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them, subject to ratification by the Shelton City Council in an open public meeting.

13.4 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

13.5 **Governing Law.** This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Washington.

13.6 **Entire Agreement.** This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

13.8 **Time of the Essence.** Time is of the essence under this Agreement. If the date for any performance under this Agreement falls on a weekend or a holiday, the time for such performance shall extend to the next business day. Any period of time stated in this Agreement shall expire at 9:00 p.m. of the last calendar day of the specified period of time.

13.9 **Waiver.** Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

13.10 **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

13.11 **Tax Effect.** No party has made or is making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. No party shall be liable for or in any way responsible to any other party because of any tax effect resulting from the transactions provided for in this Agreement.


13.12 **Representation.** It is agreed and acknowledged that the firm of Haggard & Ganson LLP represented only the Buyer in the drafting of this Agreement, and Seller acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.

13.13 **Survival.** Sections 8.2, 13.1, 13.4, 13.5, 13.7, 13.9, 13.11, 13.12 and 13.13 shall survive the Closing of this Agreement and delivery of the Deed. The representations and warranties contained in this Agreement shall survive the Closing of this agreement and delivery of the Deed for the period of time specifically provided herein.


13.14 **Counterparts; Scanned or Facsimile Signatures.** This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if the party had signed all other counterparts. Delivery by facsimile or by e-mail of a PDF of an executed counterpart shall have the same effect as physical delivery of an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below.

SELLER:

By: 
Byron L. Debban

Date: Dec 9, 2022

By:  (Dec 9, 2022 15:06 PST)
Judy K. Moore

Date: Dec 9, 2022

BUYER:

By: _____
Jeff Niten, City Manager
City of Shelton

Date: _____

Signature:

Email: mtantelop@gmail.com

EXHIBIT A

PROPERTY LEGAL DESCRIPTIONS

Parcel #1:

Lot 1, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington, excepting the right-of-way of E. B Street.

Mason County Parcel #320185134001.

Parcel #2:

Lot 2, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington.

Mason County Parcel #320185134002.

Parcel #3:

Lot 3, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington.

Mason County Parcel #320185134003.

Parcel #4:

Lot 4, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington.

Mason County Parcel #320185134004.

Parcel #5:

Lot 5, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington.

Mason County Parcel #320185134005.

Parcel #7:

Lot 7, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington.

Mason County Parcel #320185134007.

Parcel #8:

Lot 8, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington.

Mason County Parcel #320185134008.

Parcel #9:

Lot 9, Block 34, Mountain View Addition, City of Shelton, Mason County, Washington, excepting the right-of-way of East B Street.

Mason County Parcel #320185134009

EXHIBIT A

PROPERTY LEGAL DESCRIPTION SKETCH

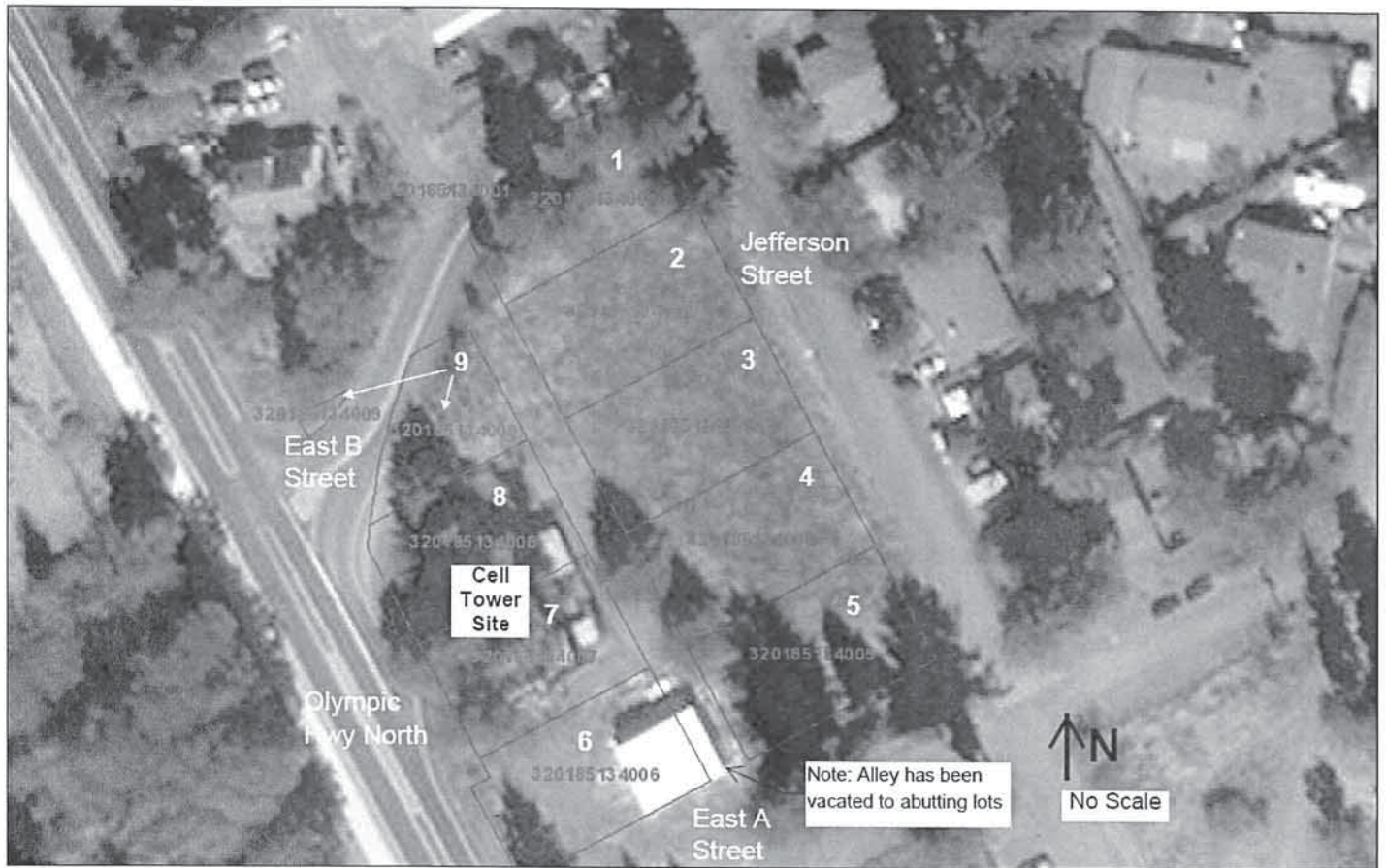


EXHIBIT B

SELLER ENVIRONMENTAL DISCLOSURES

NOTICE TO BUYER:

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER [] IS ☒ IS NOT OCCUPYING THE PROPERTY.

SELLER'S ENVIRONMENTAL DISCLOSURES

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

		YES	NO	DON'T KNOW
*A	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?		X	
*B	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?		X	
*C	Are there any shorelines, wetlands, floodplains, or critical areas on the property?		X	
*D	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?			X
*E	Is there any soil or groundwater contamination?			X
*F	Has the property been used as a legal or illegal dumping site?			X
*G	Has the property been used as an illegal drug manufacturing site?			X

VERIFICATION

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller authorizes all of its real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

By: 

Date: Dec 9, 2022



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 11/21/2022
Brief Date: 12/06/2022
Action Date: 01/03/2023

Department: Engineering
Presented By: Ken Gill, City Engineer

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
DOC Grant Acceptance for Well 1
Rehabilitation Project

☐ Ordinance

☒ Dept. Head

J.O.H.

☒ Resolution

☐ Finance Director

ATTACHMENTS:
(1) DOC Capital Agreement
(2) Resolution No. 1249-1122
(3) Project Limits Figure

☒ Motion

☐ Attorney

☐ Other

☒ City Clerk

☒ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Well 1 Rehab Project (project limits identified in the attached figure), commenced in 2018 with Gray & Osborne, Inc. initiating pre-design efforts. The consultant's progression through design of the project allowed City staff to seek funding assistance through a State legislative appropriation request.

In September of 2021, the City was notified of its successful petition, securing a net amount of \$2,000,000 in the 2021-23 State Capital Budget, utilizing the State's Coronavirus State Fiscal Recovery Funds through the federal American Rescue Plan Act (ARPA), administered through the State Department of Commerce.

Prior to receiving a funding agreement, staff completed the pre-contracting requirements defined by the Department of Commerce which included:

- Completion of a Readiness Survey, further characterizing the project and identifying project costs.
- Submitting project information to the Washington State Department of Archaeology and Historic Preservation (DAHP) and any affected Tribes for review, in accordance with Governor's executive Order 21-02.

The attached Capital Agreement (funding agreement) outlines the terms and conditions the City must adhere to receive reimbursement from the grant.

ANALYSIS/OPTIONS/ALTERNATIVES:

Not complete the project and return the funding.

BUDGET/FISCAL INFORMATION:

Project is included in 2022 adopted budget.

PUBLIC INFORMATION REQUIREMENTS:

Staff shared project details with the Squaxin, Skokomish, and Suquamish Indian Tribes to request for known cultural resources, as required by Governor's Executive Order 21-02.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of *Resolution No. 1249-1122* and "*I move to approve Resolution No. 1249-1122 as presented*".



Capital Agreement with

City of Shelton

through

American Rescue Plan Act, State and Local Fiscal Recovery Funds

Contract Number: 22-96515-029

For

Well 1 and Transmission Main Rehabilitation

Dated: July 1, 2021

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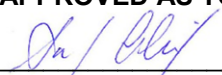
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Face Sheet

Contract Number: 22-96515-029

**Washington State Department of Commerce
Local Government Division
Community Assistance & Research Unit
ARPA State and Local Fiscal Recovery Funds Grant**

1. Grantee City of Shelton 525 W Cota Street Shelton, WA 98584-2239		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Ken Gill, City Engineer (360) 432-5144 KGill@ci.shelton.wa.us		4. COMMERCE Representative Jon Galow, Section Manager PO Box 42525, Olympia, WA 98504 (509) 847-5021 jon.galow@commerce.wa.gov	
5. Grant Amount \$2,000,000.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2021	8. End Date June 30, 2025 (contingent on reappropriation); June 30, 2023 (if funds are not reappropriated)
9. Federal Funds (as applicable) \$2,000,000.00	Federal Agency US Dept. Treasury	ALN (CFDA #) 21.027	Indirect Rate 10%
10. SWV # SWV0013140-00	11. UBI # 252000085	12. DUNS # N/A	13. UEI # FKQ8KDH189W7
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Infrastructure Projects Program as referenced in Attachment A – Scope of Work. COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, and Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages.			
FOR GRANTEE <hr/> Jeff Niten, City Manager <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY  <hr/> Sandra Adix Assistant Attorney General April 22, 2022	

Special Terms and Conditions

CAPITAL FEDERAL FUNDS

1. Authority

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. Acknowledgement of Federal Funding

Federal Award Identification Number (FAIN): SLRFP0002

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the American Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. Grant Management

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

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

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

4. Period of Performance, Costs Incurred, Reimbursement

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 15, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 15, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

5. Extension of Grant Upon Reappropriation

Notwithstanding Special Terms and Conditions No. 4, the End Date of this Grant may be extended upon written notice to Grantee from Commerce for a period consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with Special Terms and Conditions No. 4 may be required to extend the End Date.

6. Compensation

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

7. Basis for Establishing Real Property Values for Acquisitions of Real Property Performance Measures

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

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

8. Expenses

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed the total contract amount listed on the contract Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

9. Indirect Costs

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

10. Billing Procedures and Payment

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

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

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

11. Subcontractor Data Collection

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

12. Historical and Cultural Resources, Human Remains

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 21-02 "Archaeological and Cultural Resources". Grantee will cooperate with Commerce as may be required, to fulfill the requirements of EO-21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

13. Audit

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

14. Debarment

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

15. Insurance

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

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

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance

section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

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

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

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

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

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

Annually Grantee shall provide upon written request by COMMERCE a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

16. Compliance with Applicable Law and Regulation

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

B. Federal regulations applicable to this award include, but are not necessarily limited to the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).

C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

17. Federal Exclusion

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

18. Registration with the System for Award Management (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

19. Reduction in Funds

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

20. Ownership of Project/Capital Facilities

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

21. Change of Ownership or Use for Grantee Owned Property

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

22. Change of Use for Leased Property Performance Measure

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

23. Termination for Fraud or Misrepresentation

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

24. Fraud and Other Loss Reporting

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

25. Order of Precedence

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

General Terms and Conditions

CAPITAL FEDERAL FUNDS

1. Definitions

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. Administrative Cost Allocation

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. Allowable Costs

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. All Writings Contained Herein

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

5. Amendments

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

6. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 28 CFR Part 35

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

7. Approval

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

8. Assignment

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

9. Attorney's Fees

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

10. Audit

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

11. Certification Regarding Debarment Suspension or Ineligibility and Voluntary Exclusion – Primary and Lower Tier Covered Transactions

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
 - a. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
 - b. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
 - c. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. Code Requirements

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. Confidentiality/Safeguarding of Information

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

14. Conformance

If any provision of this contract 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.

15. Conflict of Interest

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

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

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

16. Copyright Provisions

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

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

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

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

17. Disallowed Costs

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

18. Disputes

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

The request for a dispute hearing must:

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

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

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

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

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

19. Duplicate Payment

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. Governing Law and Venue

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

21. Indemnification

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

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

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

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

22. Independent Capacity of the Grantee

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

23. Industrial Insurance Coverage

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

24. Laws

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

25. Licensing, Accreditation and Registration

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

26. Limitation of Authority

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. Noncompliance with Nondiscrimination Laws

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

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. Pay Equity

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

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

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

29. Political Activities

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. Prevailing Wage Law

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. Procurement Standards for Federally Funded Programs

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).
- E. Domestic preferences for procurements 2 CFR [§ 200.322](#).

32. Prohibition Against Payment of Bonus or Commission

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

33. Publicity

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

34. Recapture

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

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

35. Records Maintenance

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

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

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

36. Registration with Department of Revenue

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

37. Right of Inspection

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. Savings

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

39. Severability

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

40. Subcontracting

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. Survival

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

42. Taxes

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

43. Termination for Cause

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover

contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

44. Termination for Convenience

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

45. Termination Procedures

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

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

46. Treatment of Assets

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

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

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. Waiver

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

48. Work Hours and Safety Standards

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Attachment A – Scope of Work

Funds awarded under this grant will be used for capital expenditures related to rehabilitating and re-equipping Well 1 and rehabilitation of the Well 1 water transmission main.

This project aligns to the US Environmental Protection Agency's: Drinking Water State Revolving Fund – Drinking Water Source, Transmission and Distribution.

The project is located in Shelton, Washington.

Project activities will include and not be limited to:

- Replace existing gravity water main from Well 1 to Shelton Springs
- Disable sand trap at Well 1
- Install a pump-to-waste system at the wellhead
- Replace Well 1 flow meter
- Reroute Shelton Springs water piping
- Add booster pump station valves
- Remove the valve/cap pipe that connects the spring box
- Install a new water main inside the existing gravity water main from Shelton Springs to the High School reservoir
- Install a pressure sustaining valve/vault at High School reservoir
- Update backup power system.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

Certification Performance Measure – Scope of Work

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

Jeff Niten, City Manager

Date

Attachment B - Certification of the Availability of Funds to Complete the Project

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$2,000,000.00
Other Grants		
Grant #1		\$
Grant #2		\$
	Total Other Grants	\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
	Total Loans	\$0.00
Other Local Revenue		
Source #1		\$
	Total Local Revenue	\$0.00
Other Funds		
Source #1		\$
Source #2		\$
	Total Other Funds	\$0.00
	Total Project Funding	\$2,000,000.00

Certification Performance Measure – Availability of Funds

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

Jeff Niten, City Manager

Date

Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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

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

Certification Performance Measure – Prevailing Wages

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

Jeff Niten, City Manager

Date

RESOLUTION NO. 1249-1122

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, ACCEPTING A DIRECT APPROPRIATION GRANT FOR THE WELL 1 REHABILITATION PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN THE CAPITAL AGREEMENT WITH THE DEPARTMENT OF COMMERCE

WHEREAS, the City of Shelton applied for funding for the Well 1 Rehab project; and

WHEREAS, In September of 2021, the City was awarded a net amount of \$2,000,000 for the project in the 2021-23 State Capital Budget, utilizing the State's Coronavirus State Fiscal Recovery Funds through the American Rescue Plan Act (ARPA), administered through the State Department of Commerce; and

WHEREAS, the Washington State Department of Commerce has prepared and provided a Capital Agreement which outlines terms and conditions the City must adhere to in order to receive reimbursement for approved project expenditures.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington that the funding through State direct appropriation is hereby accepted and the City Manager is authorized to sign the Capital Agreement, contract number 22-96515-029, with the Washington State Department of Commerce.

PASSED on this 3rd day of January 2023 by the City Council of the City of Shelton, Washington.

Mayor Onisko

ATTEST:

City Clerk Nault



FIGURE 1

Water Transmission Main from Well 1 to High School Reservoir



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F2)

Touch Date: 11/14/2022
Brief Date: 12/06/2022
Action Date: 01/03/2023

Department: Public Works
Presented By: Ken Gill

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Well 1 Rehab Design Contract
Amendment No. 3

☐

Ordinance

☒ Dept. Head

J.O.H.

☒

Resolution

☐ Finance Director

ATTACHMENTS:

☒

Motion

☐ Attorney

- Resolution No. 1250-1122
- Contract Amendment No. 3
- Well 1 to High School Tank Figure

☐

Other

☒ City Clerk

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Well 1 transmits potable water via a +/- 4700 linear foot gravity fed waterline to the High School Tank. The well was constructed in 1948 and the Water Department has been experiencing declining performance along with elevated levels of iron, hydrogen, sulfide, and sand production from the well. To keep up with the City's potable water demands, the Public Works Department determined that rehabilitation of the well and switching to a pressurized piping system is the most feasible and cost-effective solution.

On August 21, 2018, following a formal Qualification Based Selection Process, the City Council approved a \$68,340 Contract with Gray & Osborne, Inc. for the pre-design efforts of the project. The original Contract had a term end date of June 30, 2019, which was extended to June 30, 2020 through Amendment No. 1.

Amendment No. 2, authorized through Resolution Number 1189-0221 on April 6, 2021, added \$102,500 to the Contract amount, and extended the Contract term to December 31, 2021, allowing Gray & Osborne, Inc. to complete design of the project.

In September of 2021, the City was awarded a net amount of \$2,000,000 for the project in the 2021-23 State Capital Budget, utilizing the State's Coronavirus State Fiscal Recovery Funds through the federal American Rescue Plan Act (ARPA), administered through the State Department of Commerce. With notice of this supplemental funding, City staff and Gray & Osborne, Inc. have identified additional and revised project components desired to be included in the project bid documents, requiring additional budget and time be added to the design contract.

Proposed Amendment No. 3 adds \$77,100 to contract amount, for a new contract cost of \$247,940, and extends the contract term to December 31, 2023.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

\$2,000,000 was approved in the adopted 2022 Capital Water Budget for the Well 1 Rehabilitation Project, to pay for design and construction of the improvements.

Contract	End Date	Amount	Total Contract Amount
Original	6/30/2019	\$68,340	\$68,340
Amend. No. 1	6/30/2020	\$0	\$68,340
Amend. No. 2	12/31/2021	\$102,500	\$170,840
Amend. No. 3	12/31/2023	\$77,100	\$247,940

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of *Resolution No. 1250-1122* and *"I move to approve Resolution No. 1250-1122 as presented"*.

RESOLUTION NO. 1250-1222

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. TITLED, WELL 1 REHAB PROJECT DESIGN SERVICES

WHEREAS, the City Council approved a Contract on August 21, 2018 with Gray & Osborne, Inc. for pre-design efforts for the rehabilitation of Well 1 and improving the pipeline from Well 1 to the High School Tank to a pressurized system; and

WHEREAS, the original pre-design Contract was for \$68,340 and had a term end date of June 30, 2019; and

WHEREAS, Amendment No. 1 to the Contract extended the term date to June 30, 2020 and was executed by the City Manager; and

WHEREAS, on April 6, 2021, Council adopted Resolution Number 1189-0221, approving design Contract Amendment number 2, adding \$102,500 to the contract budget, for a new not to exceed cost of \$170,840, and extending the contract term to December 31, 2021, allowing Gray & Osborne, Inc. to complete design of the project; and

WHEREAS, in September of 2021, the City was awarded a net amount of \$2,000,000 for the project in the 2021-23 State Capital Budget, utilizing the State's Coronavirus State Fiscal Recovery Funds through the federal American Rescue Plan Act (ARPA), administered through the State Department of Commerce; and

WHEREAS, with notice of supplemental funding, City staff and Gray & Osborne, Inc. have identified additional and revised project components desired to be included in the project bid documents, requiring additional budget and time be added to the design contract; and

WHEREAS, proposed Amendment No. 3 will add \$77,100 to the contract budget, for a new not to exceed total of \$247,940, and extend the Contract term to December 31, 2023.

THEREFORE, BE IT RESOLVED by the City Council of the City of Shelton that the City Manager is authorized to sign Amendment No. 3 to the Well 1 Rehab Project Design Services Contract with Gray & Osborne, Inc.

Passed by the City Council at its regular meeting held on the 3rd day of January 2023.

Mayor Onisko

ATTEST:

City Clerk Nault

Amendment to Contract No. 3

Consultant Gray & Osborne, Inc.
Name of Project Well 1 Rehab Project Design Services

City of Shelton desires to amend the agreement entered into with Gray & Osborne, Inc., executed on September 4, 2018 and identified as Well 1 Rehab Project 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 include the scope and services defined in **Exhibit A-3**, attached hereto and incorporated herein by this reference as if fully set forth in this contract.

Section 6 of the Contract for Services: Compensation and Method of Payment is hereby amended to add **\$77,100** to the cost of the contract, as depicted in **Exhibit B-3**, attached hereto and incorporated herein by this reference as if fully set forth in this contract, for a new total contract cost of **\$247,940**.

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 fixed hereto and ending December 31, 2023, unless sooner terminated under the provisions hereinafter specified.


Approving Signatures	
City of Shelton:	Date:
<hr/> Jeff Niten, City Manager	
Gray & Osborne, Inc.:	Date:
 <hr/> Michael B. Johnson, P.E., President	11/22/22

EXHIBIT A-3

SCOPE OF WORK

CITY OF SHELTON WELL 1 PIPELINE PRESSURIZATION PROJECT

PROJECT UNDERSTANDING

The City plans to pressurize the pipeline from Well 1 to the High School Tank, including piping, valves, and vaults at the Shelton Springs site on North 13th Street. During the design phase, the City and Gray & Osborne identified additional and revised project components to be included in the bid documents for the Project.

SCOPE OF WORK

The proposed engineering services include the following tasks.

Task 1 – Final Design Tasks

- A. Electrical design for Well 1 flow meter, Shelton Springs site valve operator, and Well 4 flow meter. Prepare plans, specifications, and cost estimates.
- B. Mechanical design for Well 1 piping and monitoring modifications, Shelton Springs vault, clearwell and booster pump modifications, and Well 4 flow meter. Prepare plans, specifications, and cost estimates.
- C. Geotechnical investigation for installation of walls and a vault at the Shelton Springs site. Geotechnical investigation to include test boring, laboratory tests on soil samples, and report to include wall and foundation design, temporary shoring, and groundwater control. Geotechnical services to be provided by subconsultant (PanGEO, Inc).
- D. Civil design for updated Well 1 site modifications, updated Shelton Springs site modifications, and new Well 4 site modifications. Prepare plans, specifications, and cost estimates.

Task 2 – Bid and Award Services

- A. Answer bid inquiries during bid phase. Provide design document interpretation.
- B. Prepare bid addenda.

- C. Attend bid opening and assist the City in bid opening process.
- D. Review bids and prepare bid tabulation and award recommendation.

BUDGET

Based on the Scope of Work described above, the total estimated cost for completing the Engineering Services tasks is \$77,100, as shown in the attached Exhibit B-3.

EXHIBIT B-3

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Shelton - Final Design of Pipeline Well 1 Pipeline Pressurization

Tasks	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Electrical Engineer Hours	AutoCAD Technician Hours	Inspector Hours
1 Final Design Tasks	32	80	124	48	128	
2 Bid and Award Services	4	4	8	2	4	6
Hour Estimate:	32	80	124	48	128	6
Estimated Hourly Rates:	\$215	\$163	\$128	\$190	\$111	\$148
Direct Labor Cost	\$7,740	\$13,692	\$16,896	\$9,500	\$14,652	\$888

Total Fully Burdened Labor Cost: \$ 63,368

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 454

Subconsultants

Geotechnical (PanGEO, Inc.) \$ 12,071

Subconsultant Overhead (10%) \$ 1,207

TOTAL ESTIMATED COST: \$ 77,100

* 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.



FIGURE 1

Water Transmission Main from Well 1 to High School Reservoir



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F3)

Touch Date: 11/21/2022
Brief Date: 12/06/2022
Action Date: 01/03/2023

Department: Engineering
Presented By: Ken Gill, City Engineer

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

☐

Ordinance

☒ Dept. Head

J.O.H.

DOC Grant Acceptance for Satellite
WWTP Reclaimed Tank

☒

Resolution

☐ Finance Director

ATTACHMENTS:

☒

Motion

☐ Attorney

- (1) DOC Capital Agreement
- (2) Resolution No. 1251-1122
- (3) Figure showing proposed tank

☐

Other

☒ City Clerk

☒ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Satellite Wastewater Treatment Plant Reclaimed Tank Project commenced in 2018 with Gray & Osborne, Inc. initiating design efforts for the construction of a 500,000-gallon tank for reclaimed water storage. While the Consultant progressed through design of the project, City Staff submitted a State legislative appropriation request to supplement funding for the project.

In September of 2021, the City was notified of its successful petition for funding, securing a net amount of \$2,000,000 in the 2021-23 State Capital Budget, utilizing the State's Coronavirus State Fiscal Recovery Funds through the federal American Rescue Plan Act (ARPA), administered through the State Department of Commerce.

Prior to receiving a funding agreement, staff completed the pre-contracting requirements defined by the Department of Commerce which included:

- Completion of a Readiness Survey, further characterizing the project and identifying project costs
- Submitting project information to the Washington State Department of Archaeology and Historic Preservation (DAHP) and any affected Tribes for review, in accordance with Governor's executive Order 21-02.

The attached Capital Agreement (funding agreement) outlines the terms and conditions the City must adhere to receive reimbursement from the grant.

ANALYSIS/OPTIONS/ALTERNATIVES:

Not complete the project and return the funding.

BUDGET/FISCAL INFORMATION:

Project is included in 2022 adopted budget.

PUBLIC INFORMATION REQUIREMENTS:

Staff shared project details and scope with the Squaxin, Skokomish, and Suquamish Indian Tribes to request for known cultural resources, as required by Governor's Executive Order 21-02.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of *Resolution No. 1251-1122* and "*I move to approve Resolution No. 1251-1122 as presented*".



Capital Agreement with

City of Shelton

through

American Rescue Plan Act, State and Local Fiscal Recovery Funds

Contract Number: 22-96515-035

For

WWTP Reclaimed Water Tank

Dated: July 1, 2021

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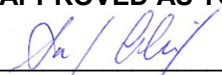
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Face Sheet

Contract Number: 22-96515-035

**Washington State Department of Commerce
Local Government Division
Community Assistance & Research Unit
ARPA State and Local Fiscal Recovery Funds Grant**

1. Grantee City of Shelton 525 W Cota Street Shelton, WA 98584-2239		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Ken Gill, City Engineer (360) 432-5144 KGill@ci.shelton.wa.us		4. COMMERCE Representative Jon Galow, Section Manager PO Box 42525, Olympia, WA 98504 (509) 847-5021 jon.galow@commerce.wa.gov	
5. Grant Amount \$2,000,000.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2021	8. End Date June 30, 2025 (contingent on reappropriation); June 30, 2023 (if funds are not reappropriated)
9. Federal Funds (as applicable) \$2,000,000.00	Federal Agency US Dept. Treasury	ALN (CFDA #) 21.027	Indirect Rate 10%
10. SWV # SWV0013140-00	11. UBI # 252000085	12. DUNS # N/A	13. UEI # FKQ8KDH189W7
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Infrastructure Projects Program as referenced in Attachment A – Scope of Work. COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, and Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages.			
FOR GRANTEE <hr/> Jeff Niten, City Manager <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY  <hr/> Sandra Adix Assistant Attorney General April 22, 2022	

Special Terms and Conditions

CAPITAL FEDERAL FUNDS

1. Authority

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. Acknowledgement of Federal Funding

Federal Award Identification Number (FAIN): SLRFP0002

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the American Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. Grant Management

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

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

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

4. Period of Performance, Costs Incurred, Reimbursement

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 15, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 15, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

5. Extension of Grant Upon Reappropriation

Notwithstanding Special Terms and Conditions No. 4, the End Date of this Grant may be extended upon written notice to Grantee from Commerce for a period consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with Special Terms and Conditions No. 4 may be required to extend the End Date.

6. Compensation

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

7. Basis for Establishing Real Property Values for Acquisitions of Real Property Performance Measures

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

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

8. Expenses

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed the total contract amount listed on the contract Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

9. Indirect Costs

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

10. Billing Procedures and Payment

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

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

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

11. Subcontractor Data Collection

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

12. Historical and Cultural Resources, Human Remains

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 21-02 "Archaeological and Cultural Resources". Grantee will cooperate with Commerce as may be required, to fulfill the requirements of EO-21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

13. Audit

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

14. Debarment

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i.** The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii.** Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

15. Insurance

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

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

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance

section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

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

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

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

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

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

Annually Grantee shall provide upon written request by COMMERCE a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

16. Compliance with Applicable Law and Regulation

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

B. Federal regulations applicable to this award include, but are not necessarily limited to the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).

C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

17. Federal Exclusion

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

18. Registration with the System for Award Management (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

19. Reduction in Funds

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

20. Ownership of Project/Capital Facilities

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

21. Change of Ownership or Use for Grantee Owned Property

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

22. Change of Use for Leased Property Performance Measure

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

23. Termination for Fraud or Misrepresentation

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

24. Fraud and Other Loss Reporting

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

25. Order of Precedence

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

General Terms and Conditions

CAPITAL FEDERAL FUNDS

1. Definitions

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. Administrative Cost Allocation

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. Allowable Costs

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. All Writings Contained Herein

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

5. Amendments

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

6. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 28 CFR Part 35

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

7. Approval

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

8. Assignment

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

9. Attorney's Fees

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

10. Audit

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

11. Certification Regarding Debarment Suspension or Ineligibility and Voluntary Exclusion – Primary and Lower Tier Covered Transactions

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
 - a. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
 - b. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
 - c. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. Code Requirements

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. Confidentiality/Safeguarding of Information

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

14. Conformance

If any provision of this contract 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.

15. Conflict of Interest

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

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

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

16. Copyright Provisions

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

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

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

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

17. Disallowed Costs

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

18. Disputes

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

The request for a dispute hearing must:

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

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

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

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

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

19. Duplicate Payment

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. Governing Law and Venue

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

21. Indemnification

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

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

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

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

22. Independent Capacity of the Grantee

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

23. Industrial Insurance Coverage

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

24. Laws

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

25. Licensing, Accreditation and Registration

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

26. Limitation of Authority

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. Noncompliance with Nondiscrimination Laws

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

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. Pay Equity

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

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

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

29. Political Activities

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. Prevailing Wage Law

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. Procurement Standards for Federally Funded Programs

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).
- E. Domestic preferences for procurements 2 CFR [§ 200.322](#).

32. Prohibition Against Payment of Bonus or Commission

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

33. Publicity

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

34. Recapture

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

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

35. Records Maintenance

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

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

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

36. Registration with Department of Revenue

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

37. Right of Inspection

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. Savings

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

39. Severability

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

40. Subcontracting

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. Survival

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

42. Taxes

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

43. Termination for Cause

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover

contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

44. Termination for Convenience

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

45. Termination Procedures

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

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

46. Treatment of Assets

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

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

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. Waiver

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

48. Work Hours and Safety Standards

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Attachment A – Scope of Work

Funds awarded under this grant will be used for capital expenditures related to constructing a reclaimed water tank at the City of Shelton satellite wastewater treatment plant.

This project aligns to the US Environmental Protection Agency's: Clean Water State Revolving Fund – Other Sewer Infrastructure.

The project is located in Shelton, Washington.

Project activities will include and not be limited to:

- Preliminary engineering, environmental review and design
- Construction of 500,000-gallon tank
- Construction oversight and inspection

All project work completed with prior legislative approval. The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

Certification Performance Measure – Scope of Work

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

Jeff Niten, City Manager

Date

Attachment B - Certification of the Availability of Funds to Complete the Project

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$2,000,000.00
Other Grants		
Grant #1		\$
Grant #2		\$
	Total Other Grants	\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
	Total Loans	\$0.00
Other Local Revenue		
Source #1		\$
	Total Local Revenue	\$0.00
Other Funds		
Source #1		\$
Source #2		\$
	Total Other Funds	\$0.00
	Total Project Funding	\$2,000,000.00

Certification Performance Measure – Availability of Funds

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

Jeff Niten, City Manager

Date

Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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

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

Certification Performance Measure – Prevailing Wages

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

Jeff Niten, City Manager

Date

RESOLUTION NO. 1251-1122

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, ACCEPTING A DIRECT APPROPRIATION GRANT FOR THE SATELLITE WWTP RECLAIMED TANK PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN THE CAPITAL AGREEMENT WITH THE DEPARTMENT OF COMMERCE

WHEREAS, the City of Shelton applied for funding for the Satellite WWTP Reclaimed Tank; and

WHEREAS, In September of 2021, the City was awarded a net amount of \$2,000,000 for the project in the 2021-23 State Capital Budget, utilizing the State's Coronavirus State Fiscal Recovery Funds through the American Rescue Plan Act (ARPA), administered through the State Department of Commerce; and

WHEREAS, the Washington State Department of Commerce has prepared and provided a Capital Agreement which outlines terms and conditions the City must adhere to in order to receive reimbursement for approved project expenditures.

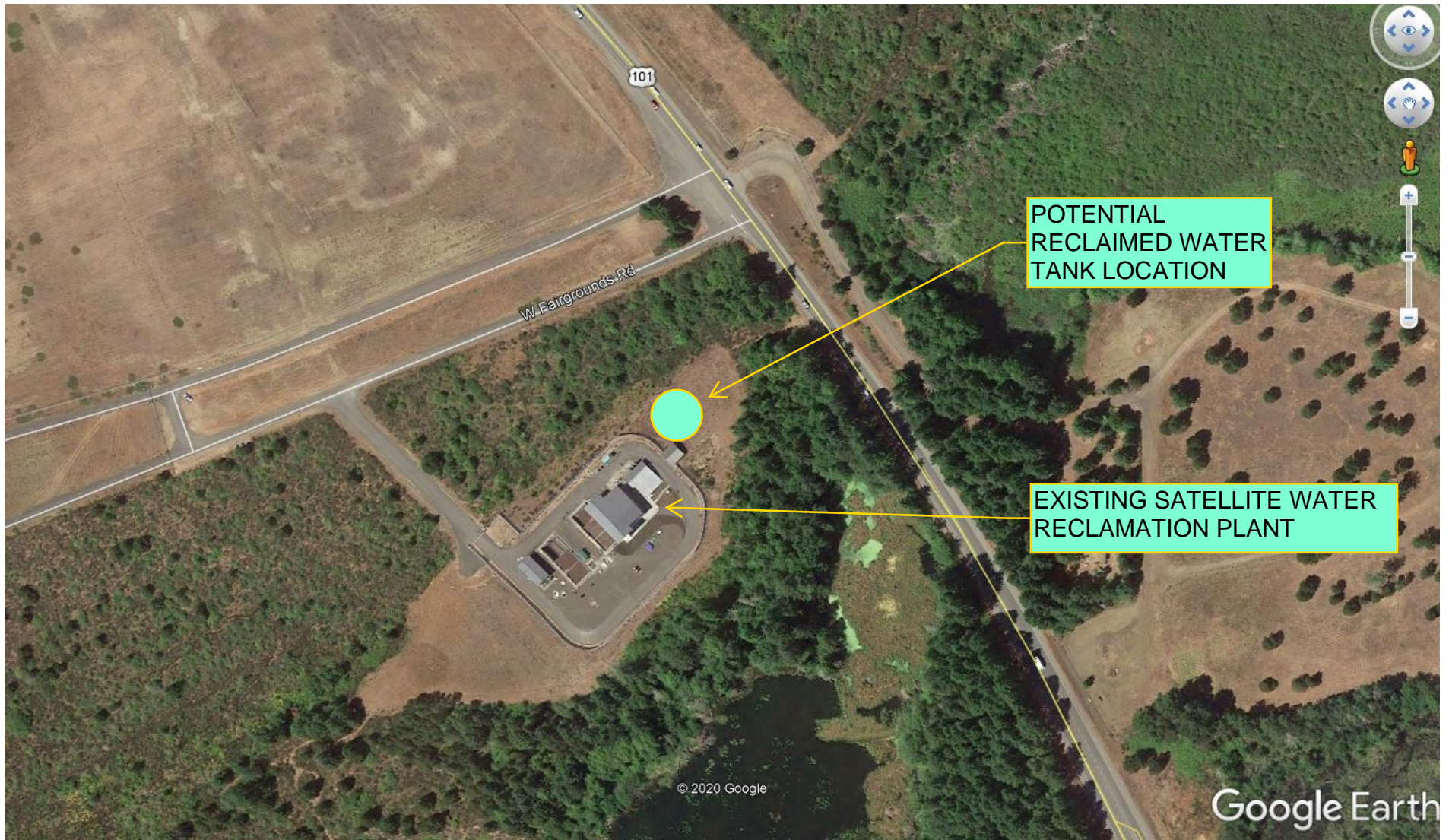
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shelton, Washington that the funding through State direct appropriation is hereby accepted and the City Manager is authorized to sign the Capital Agreement, Contract Number 22-96515-035, with the Washington State Department of Commerce.

PASSED on this 3rd day of January 2023 by the City Council of the City of Shelton, Washington.

Mayor Onisko

ATTEST:

City Clerk Nault





CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

Touch Date: 11/15/2022
Brief Date: 12/06/2022
Action Date: 01/03/2023

Department: Engineering
Presented By: Ken Gill, City Engineer

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Satellite WWTP Reclaimed Tank
Design Contract Amend No. 2

☒ Dept. Head

J.O.H.

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

ATTACHMENTS:

- Resolution No. 1252-1122
- G&O WWTP Reclaimed Tank
Design Contract Amendment
Number 2

☐ Ordinance

☒ Resolution

☒ Motion

☐ Other

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 grant funds through the Department of Ecology and in March of 2020, Council adopted Resolution No. 1156-0320, approving an Interlocal Agreement (ILA) with the Squaxin Island Tribe for planning and preliminary design of reclaimed water and wastewater conveyance facilities. The ILA defined tasks to be completed by the City, which would then be reimbursed by the Tribe.

In July of 2020, Council adopted Resolution number 1163-0620, approving Amendment number 1 to the design contract with Gray & Osborne, Inc. This amendment increased the contract budget by \$38,900, and added additional scope and time to the contract, to better align the project with the tasks identified in the ILA with the Tribe.

Gray & Osborne, Inc. completed the efforts defined in Contract Amendment 1, fulfilling the requirements of, and closing out the Interlocal Agreement with the Tribe.

In September of 2021, the City was awarded a net amount of \$2,000,000 for the project in the 2021-23 State Capital Budget, utilizing the State's Coronavirus State Fiscal Recovery Funds through the federal American Rescue Plan Act (ARPA), administered through the State Department of Commerce.

With funding secured, staff is bringing forth Amendment Number 2 to the design contract with Gray & Osborne, Inc. for consideration. This amendment will add \$138,200 to the contract cost, additional scope to complete the design, and extends the contract end date to December 31, 2024. The attached exhibits to Contract Amendment No. 2 further define the added Scope of Work and includes a table showing estimated costs.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

\$2,000,000 was approved in the adopted 2022 Capital Water Budget for the WWTP Reclaim Tank, to pay for design and construction of the improvements.

<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
Amend. No 1	7/21/2020	12/31/2021	+ \$38,900	\$96,000
Proposed Amend. No 2	1/3/2022	12/31/2024	+\$138,200	\$234,200

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of *Resolution No. 1252-1122* and *"I move to approve Resolution No. 1252-1122 as presented"*.

RESOLUTION NO. 1252-1122

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT AMENDMENT NO. 2 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 an Interlocal Agreement with Squaxin Island Tribe for planning and preliminary design of reclaimed water and wastewater conveyance facilities, which the Squaxin Island Tribe would reimburse the City for their efforts; and

WHEREAS, In July of 2020, Council adopted Resolution Number 1163-0620, approving Contract Amendment Number 1 to the design Contract with Gray & Osborne, Inc. providing 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 completed the efforts defined in Contract Amendment No. 1, concluding the ILA with Squaxin Island Tribe; and

WHEREAS, in September of 2021, the City was awarded a net amount of \$2,000,000 for the project in the 2021-23 State Capital Budget, utilizing the State's Coronavirus State Fiscal Recovery Funds through the federal American Rescue Plan Act (ARPA), administered through the State Department of Commerce; and

WHEREAS, with funding secured, and at the request of city staff, Gray & Osborne, Inc. has submitted Amendment No. 2 for consideration, adding \$138,200 to the current contract, for a new cost not to exceed \$234,200, and extending the contract end-date to December 31, 2024, to complete design efforts of the Satellite Wastewater Treatment Plant Reclaimed Tank.

THEREFORE, BE IT RESOLVED by the City Council of the City of Shelton that the City Manager is authorized to sign Amendment No. 2 to the Satellite WWTP Reclaimed Tank Design Contract with Gray & Osborne, Inc.

Passed by the City Council at its regular meeting held on the 3rd day of January 2023.

Mayor Onisko

ATTEST:

City Clerk Nault

Amendment to Contract No.2

Consultant Gray & Osborne, Inc.
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 include the scope and services defined in **Exhibit D, Part 1**, attached hereto and incorporated herein by this reference as if fully set forth in this contract.

Section 6 of the Contract for Services, Compensation and Method of Payment is hereby amended to add **\$138,200** to the cost of the contract, as depicted in **Exhibit D, Part 2**, attached hereto and incorporated herein by this reference as if fully set forth in this contract, for a new total contract cost of **\$234,200**.

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, 2024**, unless sooner terminated under the provisions hereinafter specified.


Approving Signatures	
City of Shelton: _____ Jeff Niten, City Manager	Date:
Gray & Osborne, Inc.:  _____ Michael B. Johnson, P.E., President	Date: 11/22/22

EXHIBIT D PART 1

SCOPE OF WORK

CITY OF SHELTON FINAL DESIGN OF RECLAIMED WATER TANK

PROJECT UNDERSTANDING

The City plans to construct a new reclaimed water storage tank at the site of the Satellite Water Reclamation Plant (WRP) to allow it to supply peak reclaimed water demands, including augmenting the headwaters of Goldsborough Creek. Per the predesign report evaluation of alternatives and available funding, the City is seeking to construct a new glass-lined, bolted steel storage tank with a nominal volume of 500,000 gallons. Gray & Osborne, Inc. will design documents, including engineering drawings, specifications, and cost estimates for the reclaimed water storage tank and the integration of the tank into the WRP.

SCOPE OF WORK

The proposed engineering services include the following tasks.

Task 1 – Project Management

- A. Provide project management of the design work, including project budget control and scheduling, communication with the City, coordination of design staff assignments, project reporting, and documentation assistance to the City.
- B. Oversee quality assurance/quality control (QA/QC) reviews of engineering products including constructability review, risk management assessment, and identification and pursuit of critical path items.
- C. Manage and oversee the schedule of deliverables.

Task 2 – Environmental Review

- A. Conduct environmental review to determine permit requirements for the construction of the new reclaimed water tank. Permit requirements include compliance with the Mason County requirements, as applicable.
- B. Address the requirements of the State Environmental Protection Act (SEPA).

- C. Prepare pocket gopher habitat assessment and letter report. Services to be provided by Subconsultant (Krippner Consulting, LLC).

Task 3 – 50 and 90 Percent Design

- A. Prepare preliminary plans, drawings, sections, special details, standard details, etc., of WRP site, connections to existing system, and related improvements at 50 percent and 90 percent levels of design in City-approved format. Design to include civil, piping, valves and structures for reclaimed water mains and drainage, mechanical, structural, electrical, and telemetry.
- B. Prepare project specifications to include proposal, contract and bonding forms, and technical specifications. Technical specifications will be prepared in CSI format. Contract provisions and general conditions will be prepared in County-approved format. Full project specifications will be submitted at the 90 percent level design.
- A. Prepare a construction cost estimate at 50 and 90 percent design levels. Prepare takeoffs, calculations, and estimates for appropriate unit price bid items. Prepare estimates for appropriate lump sum bid items. Include construction contingency in the cost estimate.

Task 4 – Final Design

- A. Prepare and submit final (100 percent) project plans, specifications, and cost estimates to include evaluation and incorporation of all previous and pertinent City comments, including peer review comments solicited by the City.
- B. Submit final plans, specifications, engineer's cost estimate (construction), and solicit authorization to bid the project from the City.

Task 5 – Project QA/QC

Perform internal Quality Assurance/Quality Control (QA/QC) reviews of the project elements at 50 percent and 90 percent design completion to verify and ensure accuracy, constructability, coordination, cost estimates, and project schedule.

Task 6 – Meetings and Site Visits

Attend meetings with the City during development of the plans, specifications, and permit application documentation. Budget includes three meetings with City Staff.

Task 7 – Bid and Award Services

- A. Answer bid inquiries during bid phase. Provide design document interpretation.
- B. Prepare bid addenda.
- C. Attend bid opening and assist the City in bid opening process.
- D. Review bids and prepare bid tabulation and award recommendation.

BUDGET

Based on the Scope of Work described above, the total estimated cost for completing the Engineering Services tasks is \$138,200, as shown in the attached Exhibit D Part 2.

EXHIBIT D PART 2

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Shelton - Final Design of Reclaimed Water Tank

Tasks	Principal/ Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	Environmental Technician Hours	AutoCAD Technician Hours
1 Project Management	24					
2 Environmental Review	2	8			16	12
3 50 and 90 Percent Design	28	140	112	40		112
4 Final Design	12	64	48	20		48
5 Project QA/QC	24	24	16	10		16
6 Meetings and Site Visits	10	10	10	5		
7 Bid and Award Services	4	4	8	2		4
Hour Estimate:	104	250	194	77	16	192
Estimated Fully Burdened Billing Rate:*	\$215	\$163	\$163	\$190	\$160	\$111
Fully Burdened Labor Cost:	\$22,360	\$40,750	\$31,622	\$14,630	\$2,560	\$21,312

Total Fully Burdened Labor Cost: \$ 133,234

Direct Non-Salary Cost:

Mileage & Expenses (Mileage IRS Rate) \$ 456

Subconsultant

Krippner Consulting (Gopher Assessment) \$ 4,100

Subconsultant Overhead (10%) \$ 410

TOTAL ESTIMATED COST: \$ 138,200

* 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.