



Shelton City Council
Meeting Agenda
January 17, 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 107878 through 107884 in the total amount of \$141,275.95
2. Vouchers numbered APA001834 through APA001868 in the total amount of \$202,551.72
3. Vouchers numbered APA001869 through APA001882 in the total amount of \$49,026.21
4. Vouchers numbered 107892 through 107950 in the total amount of \$168,247.50
5. Voucher number 107951 in the total amount of \$500.00
6. Vouchers numbered APA001883 through APA001899 in the total amount of \$76,819.25
7. Minutes of Joint Meeting with Mason County Commissioners on November 4, 2022
8. November 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. 1257-1222 Water/Sewer Rate & GFC Study Consultant Contract – Presented by Public Works Director Jay Harris
2. Resolution No. 1258-1222 Public Works Laydown Yard Consultant Design Contract – Presented by Public Works Director Jay Harris

F. Action Agenda (Action/Public Comment Taken)

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

G. Administration Reports

1. City Manager Report

H. New Items for Discussion

I. Announcement of Next Meeting – February 7, 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. 1/24 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 Presentation Mason County Historical Society Museum 4th Quarter LTAC Report 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 Public Hearing Ordinance No. 1999-1222 Rooming Houses 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 Purchase & Sale Agreement – 13th Street Action Agenda <ul style="list-style-type: none"> Resolution No. 1253-1122 Master Fee Schedule Update 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 Contract with Olympic Health & Recovery Services Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 1/27 @ 5:00 p.m.
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	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes December Financial Status Report Business Agenda <ul style="list-style-type: none"> Parks and Recreation Advisory Committee Appointments Action Agenda	Packet Items Due: 2/10 @ 5:00 p.m.

		<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. 1999-1222 Rooming Houses • 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 • Purchase & Sale Agreement – 13th Street Administration Report • 	
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	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 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	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 3/10 @ 5:00 p.m.
Tues. 3/21 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • January Financial Status Report Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 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 107878 through number 107884 in the total amount of \$141,275.95 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims. Signed this 27th 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: APPKT02553 - DECEMBER 27, 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						
009566	DEPARTMENT OF HEALTH	12/27/2022	Regular	0.00	3,705.00	107878
009595	DEPT. OF LICENSING	12/27/2022	Regular	0.00	36.00	107879
036236	JERI TIDD	12/27/2022	Regular	0.00	16.22	107880
VEN02376	MANKE LUMBER CO	12/27/2022	Regular	0.00	747.68	107881
114350	MASON GENERAL HOSPITAL	12/27/2022	Regular	0.00	60.00	107882
151000	P. U. D. # 3	12/27/2022	Regular	0.00	315.26	107883
VEN02369	QUIXOTE COMMUNITIES	12/27/2022	Regular	0.00	136,395.79	107884

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	7	0.00	141,275.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	0	0	0.00	0.00
	11	7	0.00	141,275.95

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	141,275.95
			<u>141,275.95</u>



Shelton, WA

Check Register

Packet: APPKT02553 - DECEMBER 27, 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						
009566	DEPARTMENT OF HEALTH	12/27/2022	Regular	0.00	3,705.00	107878
009595	DEPT. OF LICENSING	12/27/2022	Regular	0.00	36.00	107879
036236	JERI TIDD	12/27/2022	Regular	0.00	16.22	107880
VEN02376	MANKE LUMBER CO	12/27/2022	Regular	0.00	747.68	107881
114350	MASON GENERAL HOSPITAL	12/27/2022	Regular	0.00	60.00	107882
151000	P. U. D. # 3	12/27/2022	Regular	0.00	315.26	107883
VEN02369	QUIXOTE COMMUNITIES	12/27/2022	Regular	0.00	136,395.79	107884

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
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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
	11	7	0.00	141,275.95

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	141,275.95
			<u>141,275.95</u>



Shelton, WA

Check Register

Packet: APPKT02553 - DECEMBER 27, 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						
009566	DEPARTMENT OF HEALTH	12/27/2022	Regular	0.00	3,705.00	107878
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
SW2997	Invoice	12/31/2022	ACCT#SHELTOCT DEEMER	0.00	3,705.00	
401-000-000-53480-4102	Prof Serv-Water Comp PI		ACCT#SHELTOCT DEEMER		3,705.00	
009595	DEPT. OF LICENSING	12/27/2022	Regular	0.00	36.00	107879
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
SHP220051	Invoice	12/12/2022	RONALD CLAYTON MAXAM	0.00	18.00	
657-000-000-58600-0007	Concealed Pistol Permits		RONALD CLAYTON MAXA		18.00	
SHP220055	Invoice	12/21/2022	ARMANDO VIDAL MUNOZ	0.00	18.00	
657-000-000-58600-0007	Concealed Pistol Permits		ARMANDO VIDAL MUNOZ		18.00	
036236	JERI TIDD	12/27/2022	Regular	0.00	16.22	107880
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
GRINDSTAFFREIM	Invoice	12/27/2022	REIMB. FOR WELLNESS PURCHASE	0.00	16.22	
001-130-000-51810-3101	Office & Operating-Welln		REIMB. FOR WELLNESS PU		16.22	
VEN02376	MANKE LUMBER CO	12/27/2022	Regular	0.00	747.68	107881
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
WATERMETERREF	Invoice	12/27/2022	WATER METER REFUND	0.00	747.68	
401-000-000-343400004	Other Fees & Charges		WATER METER REFUND		747.68	
114350	MASON GENERAL HOSPITAL	12/27/2022	Regular	0.00	60.00	107882
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
SPECIALPERMITR	Invoice	12/27/2022	SPECIALPERMITREFUND	0.00	60.00	
001-000-000-322900005	Special Event Permit App		SPECIALPERMITREFUND		60.00	
151000	P. U. D. # 3	12/27/2022	Regular	0.00	315.26	107883
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
113939001DEC22	Invoice	12/14/2022	113939001DEC22	0.00	144.32	
401-000-000-53480-4700	Utility Services-Water		113939001DEC22		144.32	
82241001DEC22	Invoice	12/14/2022	82241001DEC22	0.00	62.66	
001-141-000-57680-4700	Utility Services-Park		82241001DEC22		62.66	
85079001DEC22	Invoice	12/14/2022	85079001DEC22	0.00	56.70	
402-300-000-53580-4700	Utility Services-Sewer Ma		85079001DEC22		56.70	
85183001DEC22	Invoice	12/14/2022	85183001DEC22	0.00	51.58	
404-000-000-53180-4700	Utility Services		85183001DEC22		51.58	
VEN02369	QUIXOTE COMMUNITIES	12/27/2022	Regular	0.00	136,395.79	107884

Check Register

Packet: APPKT02553-DECEMBER 27, 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		
VETERNSVILLAGE Invoice	12/27/2022	VETERNSVILLAGE2022		0.00	136,395.79	
107-100-000-56520-4100	Professional Services - Ve		VETERNSVILLAGE2022		136,395.79	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	7	0.00	141,275.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	0	0	0.00	0.00
	11	7	0.00	141,275.95

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	141,275.95
			<u>141,275.95</u>



Shelton, WA

Payment Register

APPKT02553 - DECEMBER 27, 2022 MANUAL AP PAYMENTS

01 - Vendor Set 01

Bank: APBNK-Main - APBNK-Main

Vendor Number	Vendor Name			Total Vendor Amount
009566	DEPARTMENT OF HEALTH			3,705.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/27/2022	3,705.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
SW2997	ACCT#SHELTOCT DEEMER	12/31/2022	12/31/2022	0.00 3,705.00

Vendor Number	Vendor Name			Total Vendor Amount
009595	DEPT. OF LICENSING			36.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/27/2022	36.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
SHP220051	RONALD CLAYTON MAXAM	12/12/2022	12/12/2022	0.00 18.00
SHP220055	ARMANDO VIDAL MUNOZ	12/21/2022	12/21/2022	0.00 18.00

Vendor Number	Vendor Name			Total Vendor Amount
036236	JERI TIDD			16.22
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/27/2022	16.22	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
GRINDSTAFFREIMB	REIMB. FOR WELLNESS PURCHASE	12/27/2022	12/27/2022	0.00 16.22

Vendor Number	Vendor Name			Total Vendor Amount
VEN02376	MANKE LUMBER CO			747.68
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/27/2022	747.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
WATERMETERREFUND	WATER METER REFUND	12/27/2022	12/27/2022	0.00 747.68

Vendor Number	Vendor Name			Total Vendor Amount
114350	MASON GENERAL HOSPITAL			60.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/27/2022	60.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
SPECIALPERMITREFUND	SPECIALPERMITREFUND	12/27/2022	12/27/2022	0.00 60.00

Vendor Number	Vendor Name			Total Vendor Amount
151000	P. U. D. # 3			315.26
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/27/2022	315.26	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
113939001DEC22	113939001DEC22	12/14/2022	01/04/2023	0.00 144.32
82241001DEC22	82241001DEC22	12/14/2022	01/04/2023	0.00 62.66
85079001DEC22	85079001DEC22	12/14/2022	01/04/2023	0.00 56.70
85183001DEC22	85183001DEC22	12/14/2022	01/04/2023	0.00 51.58

Vendor Number	Vendor Name			Total Vendor Amount
VEN02369	QUIXOTE COMMUNITIES			136,395.79
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/27/2022	136,395.79	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
VETERNSVILLAGE2022	VETERNSVILLAGE2022	12/27/2022	12/27/2022	0.00 136,395.79

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
APBNK-Main	Check	11	7	0.00	141,275.95
Packet Totals:		11	7	0.00	141,275.95

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-141,275.95
Packet Totals:		-141,275.95

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 APA001834 through number APA001868 in the total amount of \$202,551.72 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 29th 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: APPKT02554 - DECEMBER 27, 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						
VEN02297	ALDO WAYKAN	12/27/2022	Virtual Pay	0.00	1,100.00	APA001834
001480	ALPINE PRODUCTS INC.	12/27/2022	Virtual Pay	0.00	538.12	APA001835
002982	APP	12/27/2022	Virtual Pay	0.00	5,233.37	APA001836
002520	ARAMARK	12/27/2022	Virtual Pay	0.00	195.78	APA001837
VEN02340	BLT SHELTON PONY, LLC	12/27/2022	Virtual Pay	0.00	527.74	APA001838
024990	BRIDGESTONE RETAIL OPERATIONS,	12/27/2022	Virtual Pay	0.00	702.80	APA001839
098000	BUILDERS FIRSTSOURCE	12/27/2022	Virtual Pay	0.00	378.07	APA001840
005900	CAPITAL BUSINESS MACHINES	12/27/2022	Virtual Pay	0.00	116.36	APA001841
VEN01214	CINTAS CORPORATION	12/27/2022	Virtual Pay	0.00	219.66	APA001842
007570	CIT	12/27/2022	Virtual Pay	0.00	457.42	APA001843
023078	FASTENAL COMPANY	12/27/2022	Virtual Pay	0.00	925.31	APA001844
045000	H.D. FOWLER COMPANY	12/27/2022	Virtual Pay	0.00	3,490.67	APA001845
045150	HACH COMPANY	12/27/2022	Virtual Pay	0.00	366.90	APA001846
VEN01386	IDEXX LABORATORIES, INC.	12/27/2022	Virtual Pay	0.00	435.20	APA001847
070000	JIM'S AUTO REPAIR & TOWING	12/27/2022	Virtual Pay	0.00	92.48	APA001848
079581	KCDA PURCHASING COOPERATIVE	12/27/2022	Virtual Pay	0.00	252.98	APA001849
VEN01738	LEGACY TELECOMMUNICATIONS	12/27/2022	Virtual Pay	0.00	760.02	APA001850
113004	MASON COUNTY - UTILITIES/WASTE	12/27/2022	Virtual Pay	0.00	147.37	APA001851
VEN01179	MATCO TOOLS	12/27/2022	Virtual Pay	0.00	569.51	APA001852
VEN02330	MILES RESOURCES LLC	12/27/2022	Virtual Pay	0.00	170,191.76	APA001853
129030	MILES SAND & GRAVEL CO.	12/27/2022	Virtual Pay	0.00	244.69	APA001854
132235	MOUNTAIN MIST WATER	12/27/2022	Virtual Pay	0.00	104.82	APA001855
142952	NORTH CENTRAL LABORATORIES	12/27/2022	Virtual Pay	0.00	812.68	APA001856
VEN01702	NORTHWEST TRUCK & INDUSTRIAL	12/27/2022	Virtual Pay	0.00	251.27	APA001857
VEN01351	OSCAR MATIAS PABLO	12/27/2022	Virtual Pay	0.00	140.00	APA001858
187000	SHELTON-MASON COUNTY JOURNA	12/27/2022	Virtual Pay	0.00	45.00	APA001859
196300	STERICYCLE, INC.	12/27/2022	Virtual Pay	0.00	10.36	APA001860
189670	THE SHOPPER	12/27/2022	Virtual Pay	0.00	334.64	APA001861
201300	TOZIER BROS INC.	12/27/2022	Virtual Pay	0.00	372.19	APA001862
201875	TYLER TECHNOLOGIES	12/27/2022	Virtual Pay	0.00	10,880.00	APA001863
203780	WATER MGMNT LABORATORIES INC	12/27/2022	Virtual Pay	0.00	634.00	APA001864
203900	WESMAR COMPANY, INC	12/27/2022	Virtual Pay	0.00	1,018.37	APA001865
053987	WESTBAY NAPA AUTO PARTS	12/27/2022	Virtual Pay	0.00	625.16	APA001866
VEN02327	WHITNEY'S INC	12/27/2022	Virtual Pay	0.00	352.29	APA001867
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	12/27/2022	Virtual Pay	0.00	24.73	APA001868

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	64	35	0.00	202,551.72
	64	35	0.00	202,551.72

Virtual Payments	64	35	0.00	202,551.72
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	202,551.72
			<u>202,551.72</u>



Shelton, WA

Check Register

Packet: APPKT02554 - DECEMBER 27, 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						
VEN02297	ALDO WAYKAN	12/27/2022	Virtual Pay	0.00	1,100.00	APA001834
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
39	Invoice	12/21/2022	INTERPRETATION SERVICES	0.00	1,100.00	
001-112-000-51250-4106		Interpreter Expenses	22 - ITC	INTERPRETATION SERVICES	1,100.00	
001480	ALPINE PRODUCTS INC.	12/27/2022	Virtual Pay	0.00	538.12	APA001835
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
TM-213889	Invoice	12/12/2022	AMBER MARKERS, MARKER PADS	0.00	538.12	
101-000-000-54264-3100		Office and Operating		AMBER MARKERS, MARKE	538.12	
002982	APP	12/27/2022	Virtual Pay	0.00	5,233.37	APA001836
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
22-705598	Invoice	12/07/2022	ACCT#AP7500158 FUEL	0.00	2,333.71	
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL	2,333.71	
22-705604	Invoice	12/13/2022	ACCT#AP7500158 FUEL	0.00	2,614.96	
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL	2,614.96	
22-705604A	Invoice	12/13/2022	ACCT#AP7500158 FUEL	0.00	2,899.66	
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL	2,899.66	
22-705604C	Credit Memo	12/13/2022	ACCT#AP7500158 FUEL	0.00	-2,614.96	
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL	-2,614.96	
002520	ARAMARK	12/27/2022	Virtual Pay	0.00	195.78	APA001837
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120135581	Invoice	11/30/2022	ACCT#792105973 COVERALLS, TOWELS,	0.00	62.42	
402-400-000-53580-4900		Miscellaneous		ACCT#792105973 COVERA	62.42	
5120143824	Invoice	12/14/2022	ACCT#792105972 MATS,COVERALLS, TO	0.00	70.94	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT#792105972 MATS,C	70.94	
5120143836	Invoice	12/14/2022	ACCT#792105973 COVERALLS, MATS, TO	0.00	62.42	
402-400-000-53580-4900		Miscellaneous		ACCT#792105973 COVERA	62.42	
VEN02340	BLT SHELTON PONY, LLC	12/27/2022	Virtual Pay	0.00	527.74	APA001838
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
640506	Invoice	12/13/2022	UNIT 90 DODGE CHARGER MAINT	0.00	527.74	
001-118-000-52122-4805		Repairs and Maintenance		UNIT 90 DODGE CHARGER	527.74	
024990	BRIDGESTONE RETAIL OPERATIONS,	12/27/2022	Virtual Pay	0.00	702.80	APA001839
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
170021	Invoice	12/07/2022	VIN#4979 TIRES	0.00	702.80	
001-118-000-52122-4805		Repairs and Maintenance		VIN#4979 TIRES	702.80	
098000	BUILDERS FIRSTSOURCE	12/27/2022	Virtual Pay	0.00	378.07	APA001840
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
86601633	Invoice	12/14/2022	ACCT#671668 CHALK MARKING	0.00	6.19	
302-000-000-59565-6300		PARKING FACILITIES-Cons	19-CITYPRKLOT	ACCT#671668 CHALK MAR	6.19	
86602556	Invoice	12/14/2022	ACCT#671668 CHALK REEL	0.00	8.69	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
302-000-000-59565-6300		PARKING FACILITIES-Cons	19-CITYPRKLOT	ACCT#671668 CHALK REEL	8.69	
86602981	Invoice	12/14/2022	ACCT#671668 LUMBER	0.00	79.42	
302-000-000-59565-6300		PARKING FACILITIES-Cons	19-CITYPRKLOT	ACCT#671668 LUMBER	79.42	
86620456	Invoice	12/19/2022	ACCT#671668 CONCRETE MIX	0.00	44.50	
101-000-000-54264-3100		Office and Operating	ACCT#671668 CONCRETE		44.50	
86626871	Invoice	12/20/2022	ACCT#671668 SAN ANGELO BAR	0.00	108.78	
401-000-000-53480-3100		Office and Operating	ACCT#671668 SAN ANGEL		108.78	
86627603	Invoice	12/20/2022	ACCT#671668 SHOP LIGHT	0.00	130.49	
401-000-000-53480-3100		Office and Operating	ACCT#671668 SHOP LIGHT		130.49	
005900	CAPITAL BUSINESS MACHINES	12/27/2022	Virtual Pay	0.00	116.36	APA001841
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV131824	Invoice	12/07/2022	CONTRACT#CN2621-01	0.00	94.82	
001-118-000-52122-4500		Operating Rentals		CONTRACT#CN2621-01	94.82	
INV131825	Invoice	12/07/2022	CONTRACT# CN2736-01	0.00	21.54	
001-118-000-52122-4500		Operating Rentals		CONTRACT# CN2736-01	21.54	
VEN01214	CINTAS CORPORATION	12/27/2022	Virtual Pay	0.00	219.66	APA001842
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5137031175	Invoice	12/15/2022	CUST#10690213 FIRST AID KIT	0.00	219.66	
001-118-000-52122-3100		Office and Operating		CUST#10690213 FIRST AID	219.66	
007570	CIT	12/27/2022	Virtual Pay	0.00	457.42	APA001843
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
41378857	Invoice	12/18/2022	CUST#2000176406 COPIER	0.00	457.42	
001-112-000-51250-4500		Operating Rentals		CUST#2000176406 COPIER	457.42	
023078	FASTENAL COMPANY	12/27/2022	Virtual Pay	0.00	925.31	APA001844
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM209691	Invoice	12/08/2022	CUST#WATUM1991 MISC	0.00	188.17	
001-118-000-52122-3100		Office and Operating		CUST#WATUM1991 MISC	188.17	
WATUM209768	Invoice	12/14/2022	CUST#WATUM1147 SAW, DRIVER KIT	0.00	551.14	
401-000-000-53480-3100		Office and Operating		CUST#WATUM1147 SAW,	551.14	
WATUM209769	Invoice	12/14/2022	CUST#WATUM1962 PROPANE, CLEANER	0.00	186.00	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 PROPA	186.00	
045000	H.D. FOWLER COMPANY	12/27/2022	Virtual Pay	0.00	3,490.67	APA001845
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16285133	Invoice	12/12/2022	ACCT#194680 MISC PARTS	0.00	3,490.67	
401-000-000-53480-3100		Office and Operating		ACCT#194680 MISC PARTS	3,490.67	
045150	HACH COMPANY	12/27/2022	Virtual Pay	0.00	366.90	APA001846
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
13386905	Invoice	12/15/2022	ACCT#341640 CHLORINE	0.00	366.90	
402-400-000-53580-3100		Office and Operating		ACCT#341640 CHLORINE	366.90	
VEN01386	IDEXX LABORATORIES, INC.	12/27/2022	Virtual Pay	0.00	435.20	APA001847
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3119970204	Invoice	12/20/2022	ACCT#301648 IDEXX SEALER CARE	0.00	435.20	
402-400-000-53580-4100		Professional Services/Adv		ACCT#301648 IDEXX SEALE	435.20	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
070000	JIM'S AUTO REPAIR & TOWING	12/27/2022	Virtual Pay	0.00	92.48	APA001848
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
37090	Invoice	12/17/2022	CLASS A TOW JDD574	0.00	92.48	
001-118-000-52122-4100		Patrol-Professional Servic		CLASS A TOW JDD574	92.48	
079581	KCDA PURCHASING COOPERATIVE	12/27/2022	Virtual Pay	0.00	252.98	APA001849
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
300686265	Invoice	12/09/2022	CUST#101367 PAPER, PAD, ENVELOPES	0.00	101.84	
001-115-000-51895-3100		Office and Operating		CUST#101367 PAPER, PAD,	22.40	
001-115-000-51896-3100		Office and Operating		CUST#101367 PAPER, PAD,	21.39	
001-140-000-55860-3100		Office and Operating		CUST#101367 PAPER, PAD,	34.63	
001-141-000-57120-3100		Office and Operating		CUST#101367 PAPER, PAD,	4.07	
001-142-000-51830-3100		Office and Operating		CUST#101367 PAPER, PAD,	15.28	
001-143-000-57550-3100		Office and Operating		CUST#101367 PAPER, PAD,	4.07	
300686378	Invoice	12/12/2022	CUST#101367 TONER	0.00	151.14	
001-111-000-51423-3100		Office and Operating		CUST#101367 TONER	90.68	
001-130-000-51810-3100		Office and Operating		CUST#101367 TONER	60.46	
VEN01738	LEGACY TELECOMMUNICATIONS	12/27/2022	Virtual Pay	0.00	760.02	APA001850
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
222306560011	Invoice	12/14/2022	JOB#22-23-0656 900 E WALLACE KNEELA	0.00	760.02	
401-000-000-53480-4800		Repairs and Maintenance		JOB#22-23-0656 900 E WA	760.02	
113004	MASON COUNTY - UTILITIES/WASTE	12/27/2022	Virtual Pay	0.00	147.37	APA001851
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
006056	Invoice	11/30/2022	CUST# SW-C035 LANDFILL CHARGE	0.00	147.37	
402-400-000-53580-3100		Office and Operating		CUST# SW-C035 LANDFILL	147.37	
VEN01179	MATCO TOOLS	12/27/2022	Virtual Pay	0.00	569.51	APA001852
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
186597	Invoice	12/15/2022	BEARINGS, 8 PIECE SNAP	0.00	569.51	
503-000-000-54865-3500		Small Tools/Equipment		BEARINGS, 8 PIECE SNAP	569.51	
VEN02330	MILES RESOURCES LLC	12/27/2022	Virtual Pay	0.00	170,191.76	APA001853
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PAYESTIMATE2DE	Invoice	12/20/2022	PAY ESTIMATE 2 CITY PARKING LOT	0.00	170,191.76	
302-000-000-59565-6300		PARKING FACILITIES-Cons	19-CITYPRKLOT	PAY ESTIMATE 2 CITY PARKI	170,191.76	
129030	MILES SAND & GRAVEL CO.	12/27/2022	Virtual Pay	0.00	244.69	APA001854
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1976243	Invoice	12/13/2022	CUST#050775 WATER DEPT	0.00	244.69	
401-000-000-53480-3100		Office and Operating		CUST#050775 WATER DEP	244.69	
132235	MOUNTAIN MIST WATER	12/27/2022	Virtual Pay	0.00	104.82	APA001855
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005112466	Invoice	12/07/2022	ACCT#088436 POLICE	0.00	35.33	
001-118-000-52122-3100		Office and Operating		ACCT#088436 POLICE	30.98	
001-118-000-52122-4500		Operating Rentals		ACCT#088436 POLICE	4.35	
005131306	Invoice	12/19/2022	ACCT#088436 PW SHOP	0.00	57.59	
401-000-000-53480-3100		Office and Operating		ACCT#088436 PW SHOP	53.24	
401-000-000-53480-4500		Operating Rentals		ACCT#088436 PW SHOP	4.35	
005131324	Invoice	12/19/2022	ACCT#088436 ADMIN	0.00	5.95	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-130-000-51810-3100		Office and Operating	ACCT#088436 ADMIN		5.95	
005131325	Invoice	12/19/2022	ACCT#088436 MUNI COURT	0.00	5.95	
001-112-000-51250-3100		Office and Operating	ACCT#088436 MUNI COUR		5.95	
142952	NORTH CENTRAL LABORATORIES	12/27/2022	Virtual Pay	0.00	812.68	APA001856
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
480236	Invoice	12/08/2022	ACCT#42215 FILTERS, SOLUTION, MISC	0.00	812.68	
402-400-000-53580-3100		Office and Operating	ACCT#42215 FILTERS, SOL		812.68	
VEN01702	NORTHWEST TRUCK & INDUSTRIAL	12/27/2022	Virtual Pay	0.00	251.27	APA001857
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
116227	Invoice	12/19/2022	ACCT#10560 VALVE	0.00	251.27	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V	ACCT#10560 VALVE		251.27	
VEN01351	OSCAR MATIAS PABLO	12/27/2022	Virtual Pay	0.00	140.00	APA001858
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
38	Invoice	12/19/2022	MAM INTERPRETATION 12/14/22	0.00	140.00	
001-112-000-51250-4106		Interpreter Expenses	22 - ITC	MAM INTERPRETATION 12	140.00	
187000	SHELTON-MASON COUNTY JOURNA	12/27/2022	Virtual Pay	0.00	45.00	APA001859
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
117177	Invoice	12/15/2022	PUBLIC NUISANCES CODE	0.00	45.00	
001-110-000-51160-4100		Professional Services/Adv		PUBLIC NUISANCES CODE	45.00	
196300	STERICYCLE, INC.	12/27/2022	Virtual Pay	0.00	10.36	APA001860
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3006268702	Invoice	11/30/2022	CUST#6060343 MONTHLY SVCS	0.00	10.36	
001-118-000-52122-4100		Patrol-Professional Servic		CUST#6060343 MONTHLY	10.36	
189670	THE SHOPPER	12/27/2022	Virtual Pay	0.00	334.64	APA001861
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
55216	Invoice	12/14/2022	ENVELOPES	0.00	271.56	
001-111-000-51421-3100		Office and Operating		ENVELOPES	135.78	
001-111-000-51423-3100		Office and Operating		ENVELOPES	135.78	
55261	Invoice	12/16/2022	THERMAL LAMINATING POUCHES	0.00	63.08	
401-000-000-53480-3100		Office and Operating		THERMAL LAMINATING PO	63.08	
201300	TOZIER BROS INC.	12/27/2022	Virtual Pay	0.00	372.19	APA001862
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
460882	Invoice	12/14/2022	CUST#20090 SNIPS, ICE MELT	0.00	177.01	
404-000-000-53180-3100		Office and Operating		CUST#20090 SNIPS, ICE M	177.01	
460903	Invoice	12/14/2022	CUST#20090 PROPANE TANK	0.00	28.91	
503-000-000-54865-3200		Gas & Oil Fleet		CUST#20090 PROPANE TA	28.91	
460986	Invoice	12/20/2022	CUST#20090 SHOVELS, PAIL, SPADE	0.00	166.27	
401-000-000-53480-3100		Office and Operating		CUST#20090 SHOVELS, PAI	166.27	
460990	Invoice	12/20/2022	CUST#20090 LIGHTS	0.00	190.29	
401-000-000-53480-3100		Office and Operating		CUST#20090 LIGHTS	190.29	
460993	Credit Memo	12/20/2022	CUST#20090 LIGHTS	0.00	-39.09	
401-000-000-53480-3100		Office and Operating		CUST#20090 LIGHTS	-39.09	
460999	Credit Memo	12/20/2022	CUST#20090 LIGHTS	0.00	-65.06	
401-000-000-53480-3100		Office and Operating		CUST#20090 LIGHTS	-65.06	

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461006	Credit Memo	12/21/2022	CUST#20090 LIGHTS	0.00	-86.14	
401-000-000-53480-3100	Office and Operating		CUST#20090 LIGHTS		-86.14	
201875	TYLER TECHNOLOGIES	12/27/2022	Virtual Pay	0.00	10,880.00	APA001863
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
025-401115	Invoice	11/10/2022	CUST#48155 VIRTUAL LABS	0.00	10,880.00	
001-115-000-51895-4907		Miscellaneous-Training		CUST#48155 VIRTUAL LAB	4,243.20	
001-121-000-51430-4907		Miscellaneous-Clerk-Train		CUST#48155 VIRTUAL LAB	1,632.00	
001-140-000-52460-4907		CODE ENF - Miscellaneou		CUST#48155 VIRTUAL LAB	1,632.00	
001-140-000-55850-4907		Miscellaneous-Training		CUST#48155 VIRTUAL LAB	3,372.80	
203780	WATER MGMNT LABORATORIES INC	12/27/2022	Virtual Pay	0.00	634.00	APA001864
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
208234	Invoice	12/12/2022	ACCT#AS201R TESTS	0.00	438.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R TESTS	438.00	
208281	Invoice	12/13/2022	ACCT#AS201R TESTS	0.00	196.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R TESTS	196.00	
203900	WESMAR COMPANY, INC	12/27/2022	Virtual Pay	0.00	1,018.37	APA001865
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
305933	Invoice	12/14/2022	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	12/27/2022	Virtual Pay	0.00	625.16	APA001866
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
016742	Invoice	12/11/2022	ACCT#4296 NAPA OE SOLUTIONS EX UNIT	0.00	115.85	
001-118-000-52122-3110		Office & Operating-Auto		ACCT#4296 NAPA OE SOLU	115.85	
016942	Invoice	12/13/2022	ACCT#4296 SHOP TOOL	0.00	473.28	
503-000-000-54865-3500		Small Tools/Equipment		ACCT#4296 SHOP TOOL	473.28	
016988	Invoice	12/13/2022	ACCT#4296 SWAY BAR LINK REPAIR UNIT	0.00	19.02	
001-118-000-52122-3110		Office & Operating-Auto		ACCT#4296 SWAY BAR LIN	19.02	
016993	Invoice	12/13/2022	ACCT# 4296 MOTOR TUNE UP UNIT 16	0.00	9.24	
001-118-000-52122-3110		Office & Operating-Auto		ACCT# 4296 MOTOR TUNE	9.24	
017789	Invoice	12/20/2022	ACCT#4296 4DRIVER HANDLE	0.00	7.77	
401-000-000-53480-3100		Office and Operating		ACCT#4296 4DRIVER HAN	7.77	
VEN02327	WHITNEY'S INC	12/27/2022	Virtual Pay	0.00	352.29	APA001867
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
652670	Invoice	12/19/2022	ACCT#18695 LAMP, CORE CHARGE 62973	0.00	352.29	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT#18695 LAMP, CORE	352.29	
VEN02139	ZEPELIN SHIPPING & TECHNOLOGY	12/27/2022	Virtual Pay	0.00	24.73	APA001868

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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		
PACKAGEID#9460	Invoice	12/19/2022	TACOMA CRIME LAB, WSP TOX LAB	0.00	24.73	
001-118-000-52122-4200	Communication		TACOMA CRIME LAB, WSP		24.73	

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	64	35	0.00	202,551.72
	64	35	0.00	202,551.72

Virtual Payments	64	35	0.00	202,551.72
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	202,551.72
			<u>202,551.72</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 APA001869 through number APA001882 in the total amount of \$49,026.21 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 29 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: APPKT02556 - DECEMBER 29, 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						
002982	APP	12/29/2022	Virtual Pay	0.00	3,037.48	APA001869
002520	ARAMARK	12/29/2022	Virtual Pay	0.00	70.94	APA001870
2901	ASPECT CONSULTING, LLC	12/29/2022	Virtual Pay	0.00	4,564.44	APA001871
VEN02338	BHC CONSULTANTS LLC	12/29/2022	Virtual Pay	0.00	13,999.84	APA001872
098000	BUILDERS FIRSTSOURCE	12/29/2022	Virtual Pay	0.00	185.66	APA001873
006233	CAROLLO ENGINEERS	12/29/2022	Virtual Pay	0.00	3,377.73	APA001874
023078	FASTENAL COMPANY	12/29/2022	Virtual Pay	0.00	309.93	APA001875
VEN01406	FERGUSON WATERWORKS	12/29/2022	Virtual Pay	0.00	17,157.76	APA001876
168450	RH2 ENGINEERING INC	12/29/2022	Virtual Pay	0.00	1,857.88	APA001877
172969	RWC GROUP	12/29/2022	Virtual Pay	0.00	279.92	APA001878
187000	SHELTON-MASON COUNTY JOURNA	12/29/2022	Virtual Pay	0.00	135.00	APA001879
VEN02317	SOUND LAW CENTER LLC	12/29/2022	Virtual Pay	0.00	3,300.00	APA001880
201300	TOZIER BROS INC.	12/29/2022	Virtual Pay	0.00	34.63	APA001881
203780	WATER MGMNT LABORATORIES INC	12/29/2022	Virtual Pay	0.00	715.00	APA001882

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	21	14	0.00	49,026.21
	21	14	0.00	49,026.21

Virtual Payments	21	14	0.00	49,026.21
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	49,026.21
			<u>49,026.21</u>



Shelton, WA

Check Register

Packet: APPKT02556 - DECEMBER 29, 2022 AP AUTOMATION
PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002982	APP	12/29/2022	Virtual Pay	0.00	3,037.48	APA001869
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
22-711911	Invoice	12/14/2022	ACCT#AP7500158 FUEL	0.00	3,037.48	
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL	3,037.48	
002520	ARAMARK	12/29/2022	Virtual Pay	0.00	70.94	APA001870
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120148379	Invoice	12/21/2022	ACCT#792105972 MATS, COVERALLS, TO	0.00	70.94	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT#792105972 MATS, C	70.94	
2901	ASPECT CONSULTING, LLC	12/29/2022	Virtual Pay	0.00	4,564.44	APA001871
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
49243	Invoice	12/19/2022	C ST LANDFILL	0.00	4,564.44	
403-000-000-53780-4103		Prof Services - "C" Street	"C" St. Landfill	C ST LANDFILL	4,564.44	
VEN02338	BHC CONSULTANTS LLC	12/29/2022	Virtual Pay	0.00	13,999.84	APA001872
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0016538	Invoice	11/16/2022	DEVELOPMENT CODE REVISIONS	0.00	10,318.66	
001-140-000-55860-4100		Professional Services/Adv		DEVELOPMENT CODE REVI	10,318.66	
0017108	Invoice	12/15/2022	DEVELOPMENT CODE REVISIONS	0.00	3,681.18	
001-140-000-55860-4100		Professional Services/Adv		DEVELOPMENT CODE REVI	3,681.18	
098000	BUILDERS FIRSTSOURCE	12/29/2022	Virtual Pay	0.00	185.66	APA001873
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
86633136	Invoice	12/21/2022	ACCT#671668 SPRAYER, SAWHORSE	0.00	76.14	
401-000-000-53480-3100		Office and Operating		ACCT#671668 SPRAYER, SA	76.14	
86634833	Invoice	12/22/2022	ACCT#671668 LUMBER, MARKER	0.00	85.59	
401-000-000-53480-3100		Office and Operating		ACCT#671668 LUMBER, M	85.59	
86636621	Invoice	12/22/2022	ACCT#671668 LUMBER	0.00	23.93	
401-000-000-53480-3100		Office and Operating		ACCT#671668 LUMBER	23.93	
006233	CAROLLO ENGINEERS	12/29/2022	Virtual Pay	0.00	3,377.73	APA001874
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FB30440	Invoice	12/09/2022	WATER SYSTEM COMP PLAN	0.00	3,377.73	
401-000-000-53480-4102		Prof Serv-Water Comp Pl	Water System Compre	WATER SYSTEM COMP PLA	3,377.73	
023078	FASTENAL COMPANY	12/29/2022	Virtual Pay	0.00	309.93	APA001875
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM209911	Invoice	12/19/2022	CUST#WATUM1961 VESTS, GLOVES	0.00	309.93	
401-000-000-53480-3100		Office and Operating		CUST#WATUM1961 VESTS,	309.93	
VEN01406	FERGUSON WATERWORKS	12/29/2022	Virtual Pay	0.00	17,157.76	APA001876

Check Register

Packet: APPKT02556-DECEMBER 29, 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	
1127800-4	Invoice	12/09/2022	CUST#75310 AMI PROJECT	0.00	17,157.76	
411-000-000-59434-3100		Water Capital Exp-Supplie	21-AMR	CUST#75310 AMI PROJECT	8,578.88	
412-000-000-59435-3100		Sewer-Capital Exp-Oper P	21-AMR	CUST#75310 AMI PROJECT	8,578.88	
168450	RH2 ENGINEERING INC	12/29/2022	Virtual Pay	0.00	1,857.88	APA001877
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
88601	Invoice	12/02/2022	BROCKDALE RD RESURFACING	0.00	1,376.76	
302-000-000-59530-4101		CAPITAL Streets/Road-Pro	22-BROCKDALE PAVIN	BROCKDALE RD RESURFACI	1,376.76	
88602	Invoice	12/02/2022	SRTS IMPROVEMENTS	0.00	481.12	
302-000-000-59561-4101		CAPITAL Streets/Sidewalk	22-SAFERTE2SCHOOL	SRTS IMPROVEMENTS	481.12	
172969	RWC GROUP	12/29/2022	Virtual Pay	0.00	279.92	APA001878
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
XA10306163501	Invoice	12/22/2022	CUST#10900 SENSOR, TRANSDUCER	0.00	279.92	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		CUST#10900 SENSOR, TRA	279.92	
187000	SHELTON-MASON COUNTY JOURNA	12/29/2022	Virtual Pay	0.00	135.00	APA001879
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
117002	Invoice	12/01/2022	WASTE UTILITY RATE INCREASE	0.00	135.00	
403-000-000-53780-4100		Professional Services/Adv		WASTE UTILITY RATE INCR	135.00	
VEN02317	SOUND LAW CENTER LLC	12/29/2022	Virtual Pay	0.00	3,300.00	APA001880
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2800	Invoice	08/11/2022	JULY 2022 PROF. SVCS	0.00	825.00	
001-140-000-55860-4100		Professional Services/Adv		JULY 2022 PROF. SVCS	825.00	
2820	Invoice	11/04/2022	AUGUST 2022 PROF. SVCS	0.00	825.00	
001-140-000-55860-4100		Professional Services/Adv		AUGUST 2022 PROF. SVCS	825.00	
2833	Invoice	11/04/2022	SEPT 2022 PROF. SVCS	0.00	825.00	
001-140-000-55860-4100		Professional Services/Adv		SEPT 2022 PROF. SVCS	825.00	
2853	Invoice	11/07/2022	OCT 2022 PROF. SVCS	0.00	825.00	
001-140-000-55860-4100		Professional Services/Adv		OCT 2022 PROF. SVCS	825.00	
201300	TOZIER BROS INC.	12/29/2022	Virtual Pay	0.00	34.63	APA001881
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
461041	Invoice	12/22/2022	CUST#20090 PROPANE	0.00	34.63	
101-000-000-54230-3100		Office and Operating		CUST#20090 PROPANE	34.63	
203780	WATER MGMNT LABORATORIES INC	12/29/2022	Virtual Pay	0.00	715.00	APA001882

Check Register

Packet: APPKT02556-DECEMBER 29, 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		
208353	Invoice	12/19/2022	ACCT#AS201R 12/1/22 TESTS	0.00	715.00	
402-400-000-53580-4100	Professional Services/Adv		ACCT#AS201R 12/1/22 TES		715.00	

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	21	14	0.00	49,026.21
	21	14	0.00	49,026.21

Virtual Payments	21	14	0.00	49,026.21
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	49,026.21
			<u>49,026.21</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 107892 through number 107950 in the total amount of \$168,247.50 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims. Signed this 30th of 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 _____, 2022.²³

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: APPKT02564 - DECEMBER 30, 2022 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
000401	A T & T	12/30/2022	Regular	0.00	55.24	107892
VEN02368	ANASTASIA BLAKLEY	12/30/2022	Regular	0.00	150.00	107893
002520	ARAMARK	12/30/2022	Regular	0.00	133.36	107894
VEN02378	ARCHER CONSTRUCTION INC	12/30/2022	Regular	0.00	1,990.17	107895
VEN02377	AROW VENTURES LLC	12/30/2022	Regular	0.00	40.00	107896
003185	AUTOMATED COMMUNICATIONS C	12/30/2022	Regular	0.00	408.00	107897
VEN02340	BLT SHELTON PONY, LLC	12/30/2022	Regular	0.00	78.07	107898
VEN01879	BRADLEY AIR COMPANY	12/30/2022	Regular	0.00	4,413.27	107899
098000	BUILDERS FIRSTSOURCE	12/30/2022	Regular	0.00	387.05	107900
VEN02063	CARL TANNE	12/30/2022	Regular	0.00	270.00	107901
VEN02380	CARRILLO PEREZ, DOROTEO	12/30/2022	Regular	0.00	2,500.00	107902
VEN01239	CARY'S TIRE REPAIR	12/30/2022	Regular	0.00	776.26	107903
VEN01940	CFM AUTO BODY LLC	12/30/2022	Regular	0.00	495.04	107904
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	12/30/2022	Regular	0.00	6,150.75	107905
008450	COMMUNITY ACTION COUNCIL	12/30/2022	Regular	0.00	104.00	107906
008520	COMPLETE INDUSTRIAL SUPPLY	12/30/2022	Regular	0.00	728.28	107907
008778	CUMMINS NORTHWEST, LLC.	12/30/2022	Regular	0.00	1,238.88	107908
VEN02319	DENALI WATER SOLUTIONS LLC	12/30/2022	Regular	0.00	3,191.33	107909
009615	DEPT OF NATURAL RESOURCES	12/30/2022	Regular	0.00	201.08	107910
009595	DEPT. OF LICENSING	12/30/2022	Regular	0.00	18.00	107911
023078	FASTENAL COMPANY	12/30/2022	Regular	0.00	1,722.18	107912
VEN01406	FERGUSON WATERWORKS	12/30/2022	Regular	0.00	28,984.32	107913
080980	GILLIARDI LOGGING & CONSTRUCTI	12/30/2022	Regular	0.00	200.00	107914
045000	H.D. FOWLER COMPANY	12/30/2022	Regular	0.00	615.04	107915
VEN02140	HAGGARD & GANSON LLP	12/30/2022	Regular	0.00	1,952.50	107916
VEN02232	HOLDEN POLYGRAPH, LLC	12/30/2022	Regular	0.00	350.00	107917
VEN02292	HYDROTEM ENTERPRISES LLC	12/30/2022	Regular	0.00	26,555.91	107918
064940	J & I POWER EQUIPMENT INC	12/30/2022	Regular	0.00	238.22	107919
085995	LANGUAGE LINE SERVICES	12/30/2022	Regular	0.00	140.50	107920
108851	MASON COUNTY GIS	12/30/2022	Regular	0.00	345.59	107921
113000	MASON COUNTY TREASURER	12/30/2022	Regular	0.00	128.24	107922
114420	MASON TRANSIT AUTHORITY	12/30/2022	Regular	0.00	240.00	107923
132235	MOUNTAIN MIST WATER	12/30/2022	Regular	0.00	131.19	107924
VEN02077	NATURAL SELECTION FARMS, INC.	12/30/2022	Regular	0.00	3,517.80	107925
142952	NORTH CENTRAL LABORATORIES	12/30/2022	Regular	0.00	730.14	107926
VEN01996	NORTH COAST ELECTRIC	12/30/2022	Regular	0.00	408.92	107927
VEN01558	NORTHWEST CUSTOM TEES	12/30/2022	Regular	0.00	790.97	107928
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/30/2022	Regular	0.00	648.47	107929
151000	P. U. D. # 3	12/30/2022	Regular	0.00	13,554.67	107930
153500	PACIFIC LAMP & SUPPLY CO	12/30/2022	Regular	0.00	130.56	107931
VEN02070	PAPE MACHINERY	12/30/2022	Regular	0.00	248.66	107932
155541	PARAMETRIX, INC.	12/30/2022	Regular	0.00	8,556.25	107933
163450	PURCHASE POWER	12/30/2022	Regular	0.00	451.00	107934
165704	R & D SUPPLY	12/30/2022	Regular	0.00	740.92	107935
903584	RIGHT SYSTEMS	12/30/2022	Regular	0.00	4,170.33	107936
172969	RWC GROUP	12/30/2022	Regular	0.00	55.23	107937
174052	SAN DIEGO POLICE EQUIPMENT CO,	12/30/2022	Regular	0.00	2,372.13	107938
VEN02379	SHAYLA WILKINS	12/30/2022	Regular	0.00	500.00	107939
187505	SHELTON SCHOOL DISTRICT	12/30/2022	Regular	0.00	180.00	107940
VEN02317	SOUND LAW CENTER LLC	12/30/2022	Regular	0.00	825.00	107941
195599	STATE AUDITORS OFFICE	12/30/2022	Regular	0.00	14,789.75	107942
VEN02199	TERMINIX PROCESSING CENTER	12/30/2022	Regular	0.00	597.64	107943
201300	TOZIER BROS INC.	12/30/2022	Regular	0.00	297.10	107944
202392	VERIZON WIRELESS	12/30/2022	Regular	0.00	3,745.82	107945

Check Register

Packet: APPKT02564-DECEMBER 30, 2022 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
202637	VISION MUNICIPAL SOLUTIONS, LLC	12/30/2022	Regular	0.00	13,551.00	107946
203035	WASHINGTON ST. TREASURER	12/30/2022	Regular	0.00	3,947.35	107947
203780	WATER MGMNT LABORATORIES INC	12/30/2022	Regular	0.00	1,274.00	107948
204069	WESTERN STEEL & SUPPLY, INC.	12/30/2022	Regular	0.00	344.08	107949
155563	YOUNGLOVE & COKER-PLLC	12/30/2022	Regular	0.00	6,887.24	107950

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	120	59	0.00	168,247.50
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
	120	59	0.00	168,247.50

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	168,247.50
			<u>168,247.50</u>



Shelton, WA

Check Register

Packet: APPKT02564 - DECEMBER 30, 2022 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
000401	A T & T	12/30/2022	Regular	0.00	55.24	107892
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0302659923001	Invoice	11/03/2022	0302659923001NOV22		55.24	
001-142-000-51890-4215		Communication-Civic Cen		0302659923001NOV22	35.84	
402-400-000-53580-4200		Communication		0302659923001NOV22	19.40	
VEN02368	ANASTASIA BLAKLEY	12/30/2022	Regular	0.00	150.00	107893
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
57	Invoice	01/03/2023	JUAN CARLOS REYES MOLINA		75.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		JUAN CARLOS REYES MOLI	75.00	
58	Invoice	01/03/2023	GLENN A MILLER		75.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		GLENN A MILLER	75.00	
002520	ARAMARK	12/30/2022	Regular	0.00	133.36	107894
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120148383	Invoice	12/21/2022	ACCT#792105973 MATS,COVERALLS,TOW		62.42	
402-400-000-53580-4900		Miscellaneous		ACCT#792105973 MATS,C	62.42	
5120153218	Invoice	12/28/2022	ACCT#792105972 MATS,TOWELS,COVERA		70.94	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT#792105972 MATS,T	70.94	
VEN02378	ARCHER CONSTRUCTION INC	12/30/2022	Regular	0.00	1,990.17	107895
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12461092	Invoice	12/22/2022	REPAIR JOB#27586484		1,990.17	
402-400-000-53580-4800		Repairs and Maintenance		REPAIR JOB#27586484	1,990.17	
VEN02377	AROW VENTURES LLC	12/30/2022	Regular	0.00	40.00	107896
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1	Invoice	10/19/2022	FLU SHOT MARK EICHHORN		40.00	
001-130-000-51810-3101		Office & Operating-Welln		FLU SHOT MARK EICHHOR	40.00	
003185	AUTOMATED COMMUNICATIONS C	12/30/2022	Regular	0.00	408.00	107897
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
29827	Invoice	12/21/2022	FIRE ALARM PANEL REPAIR		408.00	
402-400-000-53580-4800		Repairs and Maintenance		FIRE ALARM PANEL REPAIR	408.00	
VEN02340	BLT SHELTON PONY, LLC	12/30/2022	Regular	0.00	78.07	107898
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
640737	Invoice	12/14/2022	VIN# 0210 MAINTENANCE		78.07	
001-118-000-52122-4805		Repairs and Maintenance		VIN# 0210 MAINTENANCE	78.07	
VEN01879	BRADLEY AIR COMPANY	12/30/2022	Regular	0.00	4,413.27	107899
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6289	Invoice	12/30/2022	SHOP HEATER REPAIR		2,932.60	
001-119-000-52250-4800		Repairs and Maintenance		SHOP HEATER REPAIR	2,932.60	
6299	Invoice	01/03/2023	MOTOR BLOWER REPAIR		1,480.67	

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001-142-000-57250-4100	Professional Services/Adv		MOTOR BLOWER REPAIR		1,480.67	
098000	BUILDERS FIRSTSOURCE	12/30/2022	Regular	0.00	387.05	107900
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
63043855	Invoice	12/13/2022	ACCT#671668 AIRHOSE		26.19	
001-119-000-52250-3100		Office and Operating		ACCT#671668 AIRHOSE	26.19	
86590183	Invoice	12/12/2022	ACCT#671668 PLAY SAND		26.07	
402-400-000-53580-3100		Office and Operating		ACCT#671668 PLAY SAND	26.07	
86610286	Invoice	12/15/2022	ACCT#671668 LUMBER		183.21	
001-141-000-57680-3100		Office and Operating		ACCT#671668 LUMBER	183.21	
86633223	Invoice	12/21/2022	ACCT#671668 CONCRETE, LUMBER		78.87	
001-141-000-57680-3100		Office and Operating		ACCT#671668 CONCRETE,	78.87	
86635340	Invoice	12/22/2022	ACCT#671668 SCREWS		14.24	
401-000-000-53480-3100		Office and Operating		ACCT#671668 SCREWS	14.24	
86641829	Invoice	12/27/2022	ACCT#671668 LUMBER		44.17	
001-141-000-57680-3100		Office and Operating		ACCT#671668 LUMBER	44.17	
86645817	Invoice	12/28/2022	ACCT#671668 FENCE BRACKET		7.77	
001-141-000-57680-3100		Office and Operating		ACCT#671668 FENCE BRAC	7.77	
86661024	Invoice	12/31/2022	ACCT#671668 HEX LAG SCREWS		6.53	
001-141-000-57680-3100		Office and Operating		ACCT#671668 HEX LAG SC	6.53	
VEN02063	CARL TANNE	12/30/2022	Regular	0.00	270.00	107901
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1221-2022-SHELT	Invoice	12/30/2022	INTERPRETATION 12/21/22		270.00	
001-112-000-51251-4106		Interpreter Expenses	22 - ITC	INTERPRETATION 12/21/2	270.00	
VEN02380	CARRILLO PEREZ, DOROTEO	12/30/2022	Regular	0.00	2,500.00	107902
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
BAILREFUNDDEC	Invoice	12/30/2022	BAILREFUNDDEC22		2,500.00	
657-000-000-58600-0010		Municipal Court Trust		BAILREFUNDDEC22	2,500.00	
VEN01239	CARY'S TIRE REPAIR	12/30/2022	Regular	0.00	776.26	107903
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
32366	Invoice	12/12/2022	62974D TIRES		776.26	
503-000-000-54865-3102		Oper Supplies-Parts		62974D TIRES	776.26	
VEN01940	CFM AUTO BODY LLC	12/30/2022	Regular	0.00	495.04	107904
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
908025	Invoice	12/19/2022	DECALLS CAR 18		495.04	
001-118-000-52122-4805		Repairs and Maintenance		DECALLS CAR 18	495.04	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	12/30/2022	Regular	0.00	6,150.75	107905
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
080758300DEC22	Invoice	12/23/2022	080758300DEC22		238.43	
401-000-000-53480-4700		Utility Services-Water		080758300DEC22	238.43	
DEC/2022	Invoice	12/16/2022	DEC 2022 CITY UTILITY BILLS		5,912.32	
001-140-000-55430-4700		Utility Services-Animal Sh		DEC 2022 CITY UTILITY BIL	124.64	
001-141-000-57680-4700		Utility Services-Park		DEC 2022 CITY UTILITY BIL	440.06	
001-141-000-57680-4700		Utility Services-Park		DEC 2022 CITY UTILITY BIL	15.20	
001-141-000-57680-4700		Utility Services-Park		DEC 2022 CITY UTILITY BIL	18.77	
001-141-000-57680-4700		Utility Services-Park		DEC 2022 CITY UTILITY BIL	85.34	
001-141-000-57680-4700		Utility Services-Park		DEC 2022 CITY UTILITY BIL	15.20	

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001-141-000-57680-4700	Utility Services-Park		DEC 2022 CITY UTILITY BIL		314.41	
001-141-000-57680-4700	Utility Services-Park		DEC 2022 CITY UTILITY BIL		251.90	
001-141-000-57680-4700	Utility Services-Park		DEC 2022 CITY UTILITY BIL		207.75	
001-141-000-57680-4700	Utility Services-Park		DEC 2022 CITY UTILITY BIL		12.56	
001-142-000-51890-4715	Utility Services-Civic Ctr		DEC 2022 CITY UTILITY BIL		143.02	
001-142-000-51890-4715	Utility Services-Civic Ctr		DEC 2022 CITY UTILITY BIL		685.67	
001-142-000-51890-4715	Utility Services-Civic Ctr		DEC 2022 CITY UTILITY BIL		144.67	
001-142-000-57250-4700	Utility Services-Library		DEC 2022 CITY UTILITY BIL		469.68	
001-142-000-57530-4700	Utility Services-Museum		DEC 2022 CITY UTILITY BIL		118.38	
101-000-000-54265-4700	Utility Services		DEC 2022 CITY UTILITY BIL		150.31	
401-000-000-53480-4700	Utility Services-Water		DEC 2022 CITY UTILITY BIL		22.20	
401-000-000-53480-4700	Utility Services-Water		DEC 2022 CITY UTILITY BIL		48.41	
401-000-000-53480-4700	Utility Services-Water		DEC 2022 CITY UTILITY BIL		15.20	
401-000-000-53480-4700	Utility Services-Water		DEC 2022 CITY UTILITY BIL		37.44	
401-000-000-53480-4700	Utility Services-Water		DEC 2022 CITY UTILITY BIL		15.67	
401-000-000-53480-4700	Utility Services-Water		DEC 2022 CITY UTILITY BIL		15.20	
401-000-000-53480-4701	Utility Services - Shop		DEC 2022 CITY UTILITY BIL		108.84	
401-000-000-53480-4701	Utility Services - Shop		DEC 2022 CITY UTILITY BIL		86.75	
401-000-000-53480-4701	Utility Services - Shop		DEC 2022 CITY UTILITY BIL		108.84	
401-000-000-53480-4701	Utility Services - Shop		DEC 2022 CITY UTILITY BIL		602.30	
402-300-000-53580-4700	Utility Services-Sewer Ma		DEC 2022 CITY UTILITY BIL		15.20	
402-400-000-53580-4700	Utility Services-Sewer Ma		DEC 2022 CITY UTILITY BIL		573.55	
402-400-000-53580-4700	Utility Services-Sewer Ma		DEC 2022 CITY UTILITY BIL		25.21	
402-400-000-53580-4700	Utility Services-Sewer Ma		DEC 2022 CITY UTILITY BIL		25.21	
402-400-000-53580-4700	Utility Services-Sewer Ma		DEC 2022 CITY UTILITY BIL		68.27	
402-400-000-53580-4700	Utility Services-Sewer Ma		DEC 2022 CITY UTILITY BIL		105.72	
402-500-000-53580-4700	Utility Services-Sewer Ma		DEC 2022 CITY UTILITY BIL		42.86	
402-640-000-53580-4700	Utility Services-Sewer Sat		DEC 2022 CITY UTILITY BIL		15.20	
402-640-000-53580-4700	Utility Services-Sewer Sat		DEC 2022 CITY UTILITY BIL		581.23	
402-640-000-53580-4700	Utility Services-Sewer Sat		DEC 2022 CITY UTILITY BIL		17.57	
402-640-000-53580-4700	Utility Services-Sewer Sat		DEC 2022 CITY UTILITY BIL		132.40	
404-000-000-53180-4700	Utility Services		DEC 2022 CITY UTILITY BIL		51.49	
008450	COMMUNITY ACTION COUNCIL	12/30/2022	Regular	0.00	104.00	107906
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DEC/2022	Invoice	12/31/2022	DEC 2022 SOS CONTRIBUTIONS		64.00	
657-000-000-58600-0014		SOS Contributions		DEC 2022 SOS CONTRIBUT	64.00	
NOV/2022	Invoice	12/31/2022	SOS NOV 2022		40.00	
657-000-000-58600-0014		SOS Contributions		SOS NOV 2022	40.00	
008520	COMPLETE INDUSTRIAL SUPPLY	12/30/2022	Regular	0.00	728.28	107907
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
13495	Invoice	12/29/2022	CUST#413 TARP FASTENER, SEALANT	0.00	728.28	
503-000-000-54865-3100		Office and Operating		CUST#413 TARP FASTENER	728.28	
008778	CUMMINS NORTHWEST, LLC.	12/30/2022	Regular	0.00	1,238.88	107908
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
01-62073	Invoice	09/29/2022	CUST#267561 MAINTENANCE	0.00	619.44	
001-119-000-52250-4100		Professional Services/Adv		CUST#267561 MAINTENA	619.44	
01-62074	Invoice	09/29/2022	CUST#267561 MAINTENANCE	0.00	619.44	
001-142-000-51890-4115		Professional Serv/Adverti		CUST#267561 MAINTENA	619.44	
VEN02319	DENALI WATER SOLUTIONS LLC	12/30/2022	Regular	0.00	3,191.33	107909

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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	
INV376781	Invoice	12/15/2022	TRANSPORTATION SVCS NOV 22	0.00	3,191.33	
402-400-000-53580-4100		Professional Services/Adv		TRANSPORTATION SVCS N	3,191.33	
009615	DEPT OF NATURAL RESOURCES	12/30/2022	Regular	0.00	201.08	107910
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9165909	Invoice	12/19/2022	FOREST LAND ASSESSMENT FPA & LOC	0.00	201.08	
001-119-000-52220-4100		Fire/EMS-Forest Protectio		FOREST LAND ASSESSMENT	201.08	
009595	DEPT. OF LICENSING	12/30/2022	Regular	0.00	18.00	107911
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SHP220057	Invoice	12/21/2022	JILL V EVANDER	0.00	18.00	
657-000-000-58600-0007		Concealed Pistol Permits		JILL V EVANDER	18.00	
023078	FASTENAL COMPANY	12/30/2022	Regular	0.00	1,722.18	107912
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM209912	Invoice	12/21/2022	CUST#WATUM1147 MISC	0.00	410.88	
401-000-000-53480-3100		Office and Operating		CUST#WATUM1147 MISC	410.88	
WATUM210037	Invoice	12/27/2022	CUST#WATUM1962 MISC	0.00	460.47	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 MISC	460.47	
WATUM210038	Invoice	12/27/2022	CUST#WATUM1961 MISC	0.00	151.96	
401-000-000-53480-3100		Office and Operating		CUST#WATUM1961 MISC	151.96	
WATUM210046	Invoice	12/28/2022	CUST#WATUM1962 MISC	0.00	504.14	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 MISC	504.14	
WATUM210067	Invoice	12/30/2022	CUST#WATUM1147	0.00	194.73	
503-000-000-54865-3100		Office and Operating		CUST#WATUM1147	194.73	
VEN01406	FERGUSON WATERWORKS	12/30/2022	Regular	0.00	28,984.32	107913
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1127800-5	Invoice	12/29/2022	CUST#75310 AMI PROJECT	0.00	28,984.32	
411-000-000-59434-3100		Water Capital Exp-Supplie	21-AMR	CUST#75310 AMI PROJECT	14,492.16	
412-000-000-59435-3100		Sewer-Capital Exp-Oper P	21-AMR	CUST#75310 AMI PROJECT	14,492.16	
080980	GILLIARDI LOGGING & CONSTRUCTI	12/30/2022	Regular	0.00	200.00	107914
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16764	Invoice	12/08/2022	VACTOR WASTE 12/08/22	0.00	50.00	
404-000-000-53180-3100		Office and Operating		VACTOR WASTE 12/08/22	50.00	
16783	Invoice	12/12/2022	VACTOR WASTE 12/12/22	0.00	50.00	
404-000-000-53180-3100		Office and Operating		VACTOR WASTE 12/12/22	50.00	
16796	Invoice	12/13/2022	VACTOR WASTE 12/13/22	0.00	50.00	
404-000-000-53180-3100		Office and Operating		VACTOR WASTE 12/13/22	50.00	
16809	Invoice	12/14/2022	VACTOR WASTE 12/14/22	0.00	50.00	
404-000-000-53180-3100		Office and Operating		VACTOR WASTE 12/14/22	50.00	
045000	H.D. FOWLER COMPANY	12/30/2022	Regular	0.00	615.04	107915
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
I6290413	Invoice	12/20/2022	ACCT#194680 BALL VALVE, ADAPTER	0.00	118.20	
402-400-000-53580-3100		Office and Operating		ACCT#194680 BALL VALVE	118.20	
I6290904	Invoice	12/21/2022	ACCT#194680 GASKETS	0.00	159.08	
402-400-000-53580-3100		Office and Operating		ACCT#194680 GASKETS	159.08	
I6291897	Invoice	12/27/2022	ACCT#194680 MISC PARTS	0.00	249.10	

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402-400-000-53580-3100		Office and Operating	ACCT#194680 MISC PARTS		249.10	
16292089	Invoice	12/27/2022	ACCT#194680 ELBOWS	0.00	88.66	
402-400-000-53580-3100		Office and Operating	ACCT#194680 ELBOWS		88.66	
VEN02140	HAGGARD & GANSON LLP	12/30/2022	Regular	0.00	1,952.50	107916
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
321	Invoice	01/03/2023	GENERAL COUNSEL DEC 2022	0.00	1,952.50	
001-122-000-51530-4100		Professional Services/Adv	GENERAL COUNSEL DEC 2		1,952.50	
VEN02232	HOLDEN POLYGRAPH, LLC	12/30/2022	Regular	0.00	350.00	107917
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
105	Invoice	12/29/2022	GREGORY BLAYLOCK POLYGRAPH	0.00	350.00	
001-118-000-52122-4100		Patrol-Professional Servic	GREGORY BLAYLOCK POLY		350.00	
VEN02292	HYDROTEM ENTERPRISES LLC	12/30/2022	Regular	0.00	26,555.91	107918
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV-996053	Invoice	12/09/2022	BARNES ENVIE3, CORD, INTERFACE	0.00	26,555.91	
402-400-000-53580-4800		Repairs and Maintenance	BARNES ENVIE3, CORD, IN		26,555.91	
064940	J & I POWER EQUIPMENT INC	12/30/2022	Regular	0.00	238.22	107919
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
70112	Invoice	12/16/2022	CUST#15090 EQUIP REPAIR	0.00	119.11	
001-141-000-57680-4800		Repairs and Maintenance	CUST#15090 EQUIP REPAI		119.11	
701124	Invoice	12/16/2022	CUST#15090 EQUIP REPAIR	0.00	119.11	
001-141-000-57680-4800		Repairs and Maintenance	CUST#15090 EQUIP REPAI		119.11	
085995	LANGUAGE LINE SERVICES	12/30/2022	Regular	0.00	140.50	107920
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
10715126	Invoice	12/31/2022	ACCT#9020514029 INTERPRETATION	0.00	71.80	
001-112-000-51251-4106		Interpreter Expenses	ACCT#9020514029 INTERP		71.80	
10720202	Invoice	12/31/2022	ACCT#9020535356 INTERPRETATION	0.00	68.70	
001-122-000-51593-4101		LEGAL - OPD Grant Public	ACCT#9020535356 INTERP		68.70	
108851	MASON COUNTY GIS	12/30/2022	Regular	0.00	345.59	107921
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
011210	Invoice	10/25/2022	3RD QTR 2022 SVCS	0.00	345.59	
001-140-000-55860-4100		Professional Services/Adv	3RD QTR 2022 SVCS		345.59	
113000	MASON COUNTY TREASURER	12/30/2022	Regular	0.00	128.24	107922
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
DEC/2022	Invoice	12/31/2022	DEC 2022 CVC	0.00	55.31	
657-000-000-58600-0005		CVC Fines & Forfeits	DEC 2022 CVC		55.31	
NOV/2022	Invoice	12/31/2022	NOV 2022 CVC	0.00	72.93	
657-000-000-58600-0005		CVC Fines & Forfeits	NOV 2022 CVC		72.93	
114420	MASON TRANSIT AUTHORITY	12/30/2022	Regular	0.00	240.00	107923
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
10926	Invoice	12/31/2022	CUST#CIT100 PICKLEBALL RENTAL DEC 22	0.00	240.00	
001-141-000-57120-4500		Operating Rentals	CUST#CIT100 PICKLEBALL		240.00	
132235	MOUNTAIN MIST WATER	12/30/2022	Regular	0.00	131.19	107924

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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	
005056058	Invoice	11/03/2022	ACCT#050147 WWTP		0.00	44.03
402-400-000-53580-3100		Office and Operating		ACCT#050147 WWTP		35.33
402-400-000-53580-4500		Operating Rentals		ACCT#050147 WWTP		8.70
005115591	Invoice	12/08/2022	ACCT#050147 WWTP		0.00	36.69
402-400-000-53580-3100		Office and Operating		ACCT#050147 WWTP		27.99
402-400-000-53580-4500		Operating Rentals		ACCT#050147 WWTP		8.70
005131323	Invoice	12/19/2022	ACCT#088436 POLICE		0.00	24.72
001-118-000-52122-3100		Office and Operating		ACCT#088436 POLICE		24.72
005135193	Invoice	12/20/2022	ACCT#050147 WWTP		0.00	93.24
402-400-000-53580-3100		Office and Operating		ACCT#050147 WWTP		93.24
011012022	Credit Memo	11/01/2022	ACCT#050147 CREDIT		0.00	-67.49
402-400-000-53580-3100		Office and Operating		ACCT#050147 CREDIT		-67.49
VEN02077	NATURAL SELECTION FARMS, INC.	12/30/2022	Regular	0.00	3,517.80	107925
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6867	Invoice	11/30/2022	NOVEMBER 2022 BIOSOLIDS		0.00	3,517.80
402-400-000-53580-4100		Professional Services/Adv		NOVEMBER 2022 BIOSOLI		3,517.80
142952	NORTH CENTRAL LABORATORIES	12/30/2022	Regular	0.00	730.14	107926
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
480540	Invoice	12/15/2022	ACCT#42215 MISC		0.00	730.14
402-400-000-53580-3100		Office and Operating		ACCT#42215 MISC		730.14
VEN01996	NORTH COAST ELECTRIC	12/30/2022	Regular	0.00	408.92	107927
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
S011079024.001	Invoice	07/27/2022	CUST#146663		0.00	102.96
402-400-000-53580-4800		Repairs and Maintenance		CUST#146663		102.96
S012016049.001	Invoice	09/07/2022	CUST#146663 BATTERY ASSY		0.00	299.92
402-400-000-53580-4800		Repairs and Maintenance		CUST#146663 BATTERY AS		299.92
S012156459.001	Invoice	10/31/2022	CUST#146663 SERVICE CHARGE		0.00	6.04
402-400-000-53580-4800		Repairs and Maintenance		CUST#146663 SERVICE CH		6.04
VEN01558	NORTHWEST CUSTOM TEES	12/30/2022	Regular	0.00	790.97	107928
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1522	Invoice	12/30/2022	YOUTH BASKETBALL SHIRTS		0.00	790.97
001-141-000-57120-3100		Office and Operating		YOUTH BASKETBALL SHIRT		790.97
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/30/2022	Regular	0.00	648.47	107929
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
280979239001	Invoice	12/15/2022	ACCT#28972108 SUPPLIES		0.00	648.47
001-111-000-51421-3100		Office and Operating		ACCT#28972108 SUPPLIES		295.81
001-111-000-51423-3100		Office and Operating		ACCT#28972108 SUPPLIES		301.98
001-130-000-51810-3100		Office and Operating		ACCT#28972108 SUPPLIES		50.68
151000	P. U. D. # 3	12/30/2022	Regular	0.00	13,554.67	107930
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
101002DEC22	Invoice	12/19/2022	101002DEC22		0.00	94.58
101-000-000-54264-4700		Utility Services		101002DEC22		94.58
101097001DEC22	Invoice	12/15/2022	101097001DEC22		0.00	88.72
101-000-000-54264-4700		Utility Services		101097001DEC22		88.72

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Packet: APPKT02564-DECEMBER 30, 2022 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101149001DEC22	Invoice	12/19/2022	101149001DEC22	0.00	91.48	
401-000-000-53480-4700	Utility Services-Water		101149001DEC22		91.48	
101155001DEC22	Invoice	12/15/2022	101155001DEC22	0.00	5,459.75	
401-000-000-53480-4700	Utility Services-Water		101155001DEC22		5,459.75	
109397001DEC22	Invoice	12/15/2022	109397001DEC22	0.00	89.55	
101-000-000-54264-4700	Utility Services		109397001DEC22		89.55	
109413001DEC22	Invoice	12/15/2022	109413001DEC22	0.00	61.53	
101-000-000-54264-4700	Utility Services		109413001DEC22		61.53	
109441001DEC22	Invoice	12/27/2022	109441001DEC22	0.00	69.09	
101-000-000-54264-4700	Utility Services		109441001DEC22		69.09	
252689001DEC22	Invoice	12/19/2022	252689001DEC22	0.00	5,924.83	
402-640-000-53580-4700	Utility Services-Sewer Sat		252689001DEC22		5,924.83	
25911001DEC22	Invoice	12/15/2022	25911001DEC22	0.00	1,441.41	
401-000-000-53480-4700	Utility Services-Water		25911001DEC22		1,441.41	
25913001DEC22	Invoice	12/15/2022	25913001DEC22	0.00	150.60	
401-000-000-53480-4700	Utility Services-Water		25913001DEC22		150.60	
26197001DEC22	Invoice	12/15/2022	26197001DEC22	0.00	83.13	
101-000-000-54264-4700	Utility Services		26197001DEC22		83.13	
153500	PACIFIC LAMP & SUPPLY CO	12/30/2022	Regular	0.00	130.56	107931
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
860922	Invoice	12/15/2022	CUST#23773-1 LIGHTS		130.56	
001-142-000-57250-3100	Office and Operating			CUST#23773-1 LIGHTS	130.56	
VEN02070	PAPE MACHINERY	12/30/2022	Regular	0.00	248.66	107932
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
654678	Invoice	12/14/2022	CUST#6101822 MOWER REPAIR		248.66	
001-141-000-57680-4100	Professional Services/Adv			CUST#6101822 MOWER R	248.66	
155541	PARAMETRIX, INC.	12/30/2022	Regular	0.00	8,556.25	107933
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
41230	Invoice	12/21/2022	SCADA SERVICES		8,556.25	
402-400-000-53580-4100	Professional Services/Adv			SCADA SERVICES	8,556.25	
163450	PURCHASE POWER	12/30/2022	Regular	0.00	451.00	107934
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
80009000113670	Invoice	12/26/2022	ACCT# 8000-9000-1136-7046		451.00	
001-111-000-51421-4200	Communication			ACCT# 8000-9000-1136-70	406.00	
001-111-000-51423-4200	Communication			ACCT# 8000-9000-1136-70	45.00	
165704	R & D SUPPLY	12/30/2022	Regular	0.00	740.92	107935
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
245312	Invoice	12/09/2022	CUST#60CS18 SUPPLIES		604.55	
001-142-000-51830-3100	Office and Operating			CUST#60CS18 SUPPLIES	139.69	
001-142-000-51830-3100	Office and Operating			CUST#60CS18 SUPPLIES	2.18	
001-142-000-51890-3115	Office and Operating-Civi			CUST#60CS18 SUPPLIES	22.63	
001-142-000-51890-3115	Office and Operating-Civi			CUST#60CS18 SUPPLIES	78.32	
001-142-000-51890-3115	Office and Operating-Civi			CUST#60CS18 SUPPLIES	130.98	
001-142-000-51890-3115	Office and Operating-Civi			CUST#60CS18 SUPPLIES	1.66	
001-142-000-57250-3100	Office and Operating			CUST#60CS18 SUPPLIES	22.63	
001-142-000-57250-3100	Office and Operating			CUST#60CS18 SUPPLIES	117.48	
001-142-000-57250-3100	Office and Operating			CUST#60CS18 SUPPLIES	87.32	
001-142-000-57250-3100	Office and Operating			CUST#60CS18 SUPPLIES	1.66	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
245383	Invoice	12/16/2022	CUST#60CS18 SUPPLIES	0.00	84.15	
001-142-000-51890-3115		Office and Operating-Civi	CUST#60CS18 SUPPLIES		84.15	
245444	Invoice	12/21/2022	CUST#60CS18 SUPPLIES	0.00	52.22	
001-142-000-57250-3100		Office and Operating	CUST#60CS18 SUPPLIES		52.22	
903584	RIGHT SYSTEMS	12/30/2022	Regular	0.00	4,170.33	107936
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SI-178767	Invoice	12/26/2022	CUST#COS006 MSFT CSP BILLING	0.00	3,885.27	
001-132-000-51888-4100		Data Processing-Prof Svcs		CUST#COS006 MSFT CSP B	3,885.27	
SI-178875	Invoice	12/29/2022	CUST#COS006 CABLES	0.00	285.06	
001-132-000-51888-4100		Data Processing-Prof Svcs		CUST#COS006 CABLES	285.06	
172969	RWC GROUP	12/30/2022	Regular	0.00	55.23	107937
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
XA10306169601	Invoice	12/27/2022	CUST#10900 ACTUATOR 19949D	0.00	55.23	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		CUST#10900 ACTUATOR 1	55.23	
174052	SAN DIEGO POLICE EQUIPMENT CO,	12/30/2022	Regular	0.00	2,372.13	107938
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
654872	Invoice	12/11/2022	ACCT#842 AMMO	0.00	2,372.13	
001-118-000-52122-3100		Office and Operating		ACCT#842 AMMO	2,372.13	
VEN02379	SHAYLA WILKINS	12/30/2022	Regular	0.00	500.00	107939
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
BAILREFUNDDEC	Invoice	12/30/2022	BAILREFUNDDEC22	0.00	500.00	
657-000-000-58600-0010		Municipal Court Trust		BAILREFUNDDEC22	500.00	
187505	SHELTON SCHOOL DISTRICT	12/30/2022	Regular	0.00	180.00	107940
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2023-017	Invoice	12/28/2022	VOLLEYBALL CAMP JULY 11-13	0.00	180.00	
001-141-000-57680-4500		Operating Rentals		VOLLEYBALL CAMP JULY 1	180.00	
VEN02317	SOUND LAW CENTER LLC	12/30/2022	Regular	0.00	825.00	107941
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2867	Invoice	12/02/2022	PROF. SVCS NOV 2022	0.00	825.00	
001-140-000-55860-4100		Professional Services/Adv		PROF. SVCS NOV 2022	825.00	
195599	STATE AUDITORS OFFICE	12/30/2022	Regular	0.00	14,789.75	107942
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
L150521	Invoice	10/12/2022	AUDIT# 55599 2020-2021	0.00	14,789.75	
001-111-000-51423-4145		Professional Services - Sta		AUDIT# 55599 2020-2021	14,789.75	
VEN02199	TERMINIX PROCESSING CENTER	12/30/2022	Regular	0.00	597.64	107943
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
427232334	Invoice	11/18/2022	CUST#13632896 10891 N HWY 101	0.00	140.35	
402-640-000-53580-4100		Professional Services/Adv		CUST#13632896 10891 N	140.35	
427232618	Invoice	11/18/2022	CUST#13634102 900 WALLACE KNEELAN	0.00	65.37	
401-000-000-53480-4100		Professional Services/Adv		CUST#13634102 900 WALL	65.37	
427232698	Invoice	11/18/2022	CUST#13634265 2001 N 13TH ST	0.00	65.28	
401-000-000-53480-4100		Professional Services/Adv		CUST#13634265 2001 N 1	65.28	
427233092	Invoice	11/18/2022	CUST#13634026 2401 N SHELTON SPRING	0.00	65.37	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
401-000-000-53480-4100		Professional Services/Adv	CUST#13634026 2401 N S		65.37	
427233182	Invoice	11/18/2022	CUST#13634073 100 TURNER AVE	0.00	65.30	
402-400-000-53580-4100		Professional Services/Adv	CUST#13634073 100 TUR		65.30	
427233473	Invoice	11/18/2022	CUST#13638814 100 MUNCASTER DR	0.00	65.30	
401-000-000-53480-4100		Professional Services/Adv	CUST#13638814 100 MUN		65.30	
427233549	Invoice	11/18/2022	CUST#13634151 811 S 15TH ST	0.00	65.30	
401-000-000-53480-4100		Professional Services/Adv	CUST#13634151 811 S 15T		65.30	
427233709	Invoice	11/18/2022	CUST#13634132 1437 W HARVARD ST	0.00	65.37	
401-000-000-53480-4100		Professional Services/Adv	CUST#13634132 1437 W H		65.37	
201300	TOZIER BROS INC.	12/30/2022	Regular	0.00	297.10	107944
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
460919	Invoice	12/15/2022	CUST#20090 LAG SCREW	0.00	55.48	
001-141-000-57680-3100		Office and Operating		CUST#20090 LAG SCREW	55.48	
461046	Invoice	12/22/2022	CUST#20090 APRON CHAPS	0.00	119.67	
404-000-000-53180-3100		Office and Operating		CUST#20090 APRON CHAP	119.67	
461055	Invoice	12/23/2022	CUST#20090 HEATER	0.00	31.00	
001-141-000-57680-3100		Office and Operating		CUST#20090 HEATER	31.00	
461073	Invoice	12/26/2022	CUST#20090 TAPER FILES, FILE CHAIN SA	0.00	24.09	
001-118-000-52122-3100		Office and Operating		CUST#20090 TAPER FILES,	24.09	
461089	Invoice	12/27/2022	CUST#20090 PVC CEMENT, PRIMER, CEM	0.00	22.35	
404-000-000-53180-3100		Office and Operating		CUST#20090 PVC CEMENT,	22.35	
461103	Invoice	12/28/2022	CUST#20090 PROPANE TANK	0.00	24.88	
404-000-000-53180-3100		Office and Operating		CUST#20090 PROPANE TA	24.88	
461105	Invoice	12/28/2022	CUST#20090 GRAFITTI REMOVER, GOOF	0.00	19.63	
001-141-000-57680-3100		Office and Operating		CUST#20090 GRAFITTI RE	19.63	
202392	VERIZON WIRELESS	12/30/2022	Regular	0.00	3,745.82	107945
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9923468063	Invoice	12/20/2022	97246594700001DEC22	0.00	3,294.60	
001-115-000-51895-4200		Communication		97246594700001DEC22	332.46	
001-118-000-52122-4200		Communication		97246594700001DEC22	1,976.22	
001-130-000-51810-4200		Communication		97246594700001DEC22	123.85	
001-132-000-51888-4200		Communication		97246594700001DEC22	81.93	
001-140-000-55850-4200		Communication		97246594700001DEC22	139.48	
001-140-000-55860-4200		Communication		97246594700001DEC22	48.78	
001-141-000-57680-4200		Communication		97246594700001DEC22	41.92	
101-000-000-54264-4700		Utility Services		97246594700001DEC22	41.92	
401-000-000-53480-4200		Communication		97246594700001DEC22	167.68	
402-400-000-53580-4200		Communication		97246594700001DEC22	293.44	
503-000-000-54865-4200		Communication		97246594700001DEC22	46.92	
9923653851	Invoice	12/23/2022	ACCT#34207821900001	0.00	451.22	
001-115-000-51895-4200		Communication		ACCT#34207821900001	282.68	
401-000-000-53480-4200		Communication		ACCT#34207821900001	88.52	
402-400-000-53580-4200		Communication		ACCT#34207821900001	80.02	
202637	VISION MUNICIPAL SOLUTIONS, LLC	12/30/2022	Regular	0.00	13,551.00	107946
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
09-11873	Invoice	12/20/2022	VISION SOFTWARE	0.00	13,551.00	
001-089-000-59414-6406		FINANCE Capital - Equip/S		VISION SOFTWARE	13,551.00	
203035	WASHINGTON ST. TREASURER	12/30/2022	Regular	0.00	3,947.35	107947

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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	
DEC/2022	Invoice	12/31/2022	DEC 2022 STATE FINES	0.00	3,947.35	
657-000-000-58600-0006		State Fines & Forfeits		DEC 2022 STATE FINES	3,947.35	
203780	WATER MGMNT LABORATORIES INC	12/30/2022	Regular	0.00	1,274.00	107948
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
208551	Invoice	12/27/2022	ACCT#AS201R TESTS 12/1/22	0.00	98.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R TESTS 12/1/	98.00	
208732	Invoice	12/30/2022	ACCT#AS201R TESTS 12/13/22	0.00	264.00	
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R TESTS 12/1	264.00	
208747	Invoice	12/30/2022	ACCT#AS201R 12/13/22 TESTS	0.00	912.00	
401-000-000-53480-4100		Professional Services/Adv		ACCT#AS201R 12/13/22 T	912.00	
204069	WESTERN STEEL & SUPPLY, INC.	12/30/2022	Regular	0.00	344.08	107949
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
204764	Invoice	12/21/2022	MILD STEEL ROUND 2	0.00	344.08	
503-000-000-54865-3100		Office and Operating		MILD STEEL ROUND 2	344.08	
155563	YOUNGLOVE & COKER-PLLC	12/30/2022	Regular	0.00	6,887.24	107950
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20501-001DEC22	Invoice	12/25/2022	20501-001DEC22	0.00	6,887.24	
001-122-000-51530-4101		Prof Serv - Prosecutor		20501-001DEC22	6,887.24	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	120	59	0.00	168,247.50
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
	120	59	0.00	168,247.50

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	168,247.50
			<u>168,247.50</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 107951 in the total amount of \$500.00 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 January, 2023.


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 _____, 2023.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

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Packet: APPKT02567 - JANUARY 6, 2023 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						
009805	DMCJA	01/06/2023	Regular	0.00	500.00	107951

Bank Code APBNK-Main Summary				
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	500.00
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	500.00

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2023	500.00
			<u>500.00</u>



Shelton, WA

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Packet: APPKT02567 - JANUARY 6, 2023 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						
009805	DMCJA	01/06/2023	Regular	0.00	500.00	107951
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2023DMCJADUES	Invoice	01/06/2023	2023 DUES STEPHEN GREER	0.00	500.00	
001-112-000-51251-4900	Miscellaneous		2023 DUES STEPHEN GREE		500.00	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	500.00
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	500.00

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2023	500.00
			<hr/> 500.00

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein vouchers number APA001883 through number APA001899 in the total amount of \$76,819.25 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 January, 2023.

Michael G. Litten
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 _____, 2023.

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: APPKT02566 - JANUARY 6, 2023 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						
VEN02368	ANASTASIA BLAKLEY	01/06/2023	Virtual Pay	0.00	15.00	APA001883
004275	BIRD ELECTRIC CORPORATION	01/06/2023	Virtual Pay	0.00	957.44	APA001884
VEN02285	CONSEJO COUNSELING & REFERRAL	01/06/2023	Virtual Pay	0.00	6,000.00	APA001885
009351	DELAGE LANDEN FINANCIAL SVCS	01/06/2023	Virtual Pay	0.00	595.16	APA001886
009587	DEPT OF LABOR & INDUST	01/06/2023	Virtual Pay	0.00	149.00	APA001887
VEN01406	FERGUSON WATERWORKS	01/06/2023	Virtual Pay	0.00	2,866.93	APA001888
VEN02255	HARBOR SAW & SUPPLY INC	01/06/2023	Virtual Pay	0.00	280.58	APA001889
053992	HOOD CANAL COMMUNICATIONS	01/06/2023	Virtual Pay	0.00	5,355.74	APA001890
VEN02276	JAMES N DOCTER	01/06/2023	Virtual Pay	0.00	3,000.00	APA001891
098580	MACECOM	01/06/2023	Virtual Pay	0.00	50,108.85	APA001892
VEN01912	POWERDMS, INC.	01/06/2023	Virtual Pay	0.00	598.40	APA001893
187000	SHELTON-MASON COUNTY JOURNA	01/06/2023	Virtual Pay	0.00	79.00	APA001894
178252	TASCHNER LAW, PLLC	01/06/2023	Virtual Pay	0.00	1,500.00	APA001895
201300	TOZIER BROS INC.	01/06/2023	Virtual Pay	0.00	53.15	APA001896
201875	TYLER TECHNOLOGIES	01/06/2023	Virtual Pay	0.00	160.00	APA001897
202919	WA CITIES INSUR AUTHORITY	01/06/2023	Virtual Pay	0.00	5,000.00	APA001898
202990	WAPRO	01/06/2023	Virtual Pay	0.00	100.00	APA001899

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	24	17	0.00	76,819.25
	24	17	0.00	76,819.25

Virtual Payments	24	17	0.00	76,819.25
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2023	76,819.25
			<u>76,819.25</u>



Shelton, WA

Check Register

Packet: APPKT02566 - JANUARY 6, 2023 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						
VEN02368	ANASTASIA BLAKLEY	01/06/2023	Virtual Pay	0.00	15.00	APA001883
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
58A	Invoice	01/03/2023	GLENN A MILLER BALANCE	0.00	15.00	
001-122-000-51593-4101	LEGAL - OPD Grant Public		GLENN A MILLER BALANCE		15.00	
004275	BIRD ELECTRIC CORPORATION	01/06/2023	Virtual Pay	0.00	957.44	APA001884
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
74420	Invoice	12/20/2022	2023 FIRE/ELEVATOR MONITORING	0.00	957.44	
001-119-000-52250-4100	Professional Services/Adv		2023 FIRE/ELEVATOR MON		957.44	
VEN02285	CONSEJO COUNSELING & REFERRAL	01/06/2023	Virtual Pay	0.00	6,000.00	APA001885
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
12	Invoice	01/04/2023	JAN 2023 SERVICES	0.00	6,000.00	
001-112-000-51251-4109	Other Professional Serv	22 - ITC	JAN 2023 SERVICES		6,000.00	
009351	DELAGE LANDEN FINANCIAL SVCS	01/06/2023	Virtual Pay	0.00	595.16	APA001886
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
78562021	Invoice	12/24/2022	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	
78562473	Invoice	12/24/2022	CONTRACT#25536642	0.00	162.12	
401-000-000-53480-4500	Operating Rentals		CONTRACT#25536642		162.12	
78574781	Invoice	12/24/2022	CONTRACT#500-50265514	0.00	162.12	
402-400-000-53580-4500	Operating Rentals		CONTRACT#500-50265514		162.12	
009587	DEPT OF LABOR & INDUST	01/06/2023	Virtual Pay	0.00	149.00	APA001887
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
311760	Invoice	01/01/2023	ANNUAL OPERATING CERT	0.00	149.00	
001-119-000-52250-3100	Office and Operating		ANNUAL OPERATING CERT		149.00	
VEN01406	FERGUSON WATERWORKS	01/06/2023	Virtual Pay	0.00	2,866.93	APA001888
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1160342	Invoice	11/29/2022	CUST#55599 FLEXNET SOFTWARE	0.00	2,866.93	
411-000-000-59434-4100	Professional Services	21-AMR	CUST#55599 FLEXNET SOF		1,433.46	
412-000-000-59435-4100	Professional Services	21-AMR	CUST#55599 FLEXNET SOF		1,433.47	
VEN02255	HARBOR SAW & SUPPLY INC	01/06/2023	Virtual Pay	0.00	280.58	APA001889
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
736331	Invoice	01/03/2023	CUST#21758 CHAPS	0.00	280.58	
101-000-000-54230-3100	Office and Operating		CUST#21758 CHAPS		280.58	
053992	HOOD CANAL COMMUNICATIONS	01/06/2023	Virtual Pay	0.00	5,355.74	APA001890

Check Register

Packet: APPKT02566-JANUARY 6, 2023 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		
<u>10784534</u>	Invoice	01/01/2023	ACCT#00017664-7	0.00	4,268.30	
<u>001-132-000-51888-4200</u>	Communication		ACCT#00017664-7		188.85	
<u>001-132-000-51888-4200</u>	Communication		ACCT#00017664-7		63.95	
<u>001-132-000-51888-4200</u>	Communication		ACCT#00017664-7		180.00	
<u>001-132-000-51888-4200</u>	Communication		ACCT#00017664-7		270.00	
<u>001-132-000-51888-4801</u>	Repairs and Maintenance		ACCT#00017664-7		405.50	
<u>401-000-000-53480-4200</u>	Communication		ACCT#00017664-7		1,260.00	
<u>401-000-000-53480-4201</u>	Communication - Shop		ACCT#00017664-7		180.00	
<u>402-400-000-53580-4200</u>	Communication		ACCT#00017664-7		180.00	
<u>402-400-000-53580-4200</u>	Communication		ACCT#00017664-7		1,540.00	
<u>10784549</u>	Invoice	01/01/2023	ACCT#00003840-2	0.00	1,087.44	
<u>001-119-000-52250-4200</u>	Communication		ACCT#00003840-2		102.87	
<u>001-120-000-51310-4200</u>	Communication		ACCT#00003840-2		0.12	
<u>001-130-000-51810-4200</u>	Communication		ACCT#00003840-2		41.36	
<u>001-140-000-55430-4200</u>	Communication - Animal		ACCT#00003840-2		32.70	
<u>001-142-000-51890-4215</u>	Communication-Civic Cen		ACCT#00003840-2		807.28	
<u>401-000-000-53480-4201</u>	Communication - Shop		ACCT#00003840-2		102.99	
<u>402-400-000-53580-4200</u>	Communication		ACCT#00003840-2		0.12	
VEN02276	JAMES N DOCTER	01/06/2023	Virtual Pay	0.00	3,000.00	APA001891
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>12</u>	Invoice	01/04/2023	JAN 2023 SERVICES	0.00	3,000.00	
<u>001-112-000-51251-4109</u>	Other Professional Servic	22 - ITC	JAN 2023 SERVICES		3,000.00	
098580	MACECOM	01/06/2023	Virtual Pay	0.00	50,108.85	APA001892
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>798</u>	Invoice	01/01/2023	CUST#73 QTR 1 2023 USER FEES	0.00	50,108.85	
<u>001-118-000-52122-4104</u>	Professional Serv-Dispatc		CUST#73 QTR 1 2023 USER		50,108.85	
VEN01912	POWERDMS, INC.	01/06/2023	Virtual Pay	0.00	598.40	APA001893
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>INV-30170</u>	Invoice	12/16/2022	CUST#A-40159	0.00	598.40	
<u>001-118-000-52122-4100</u>	Patrol-Professional Servic		CUST#A-40159		598.40	
187000	SHELTON-MASON COUNTY JOURNA	01/06/2023	Virtual Pay	0.00	79.00	APA001894
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1606SUBSCRIPTIO</u>	Invoice	12/19/2022	1606SUBSCRIPTION2023	0.00	79.00	
<u>001-118-000-52122-4900</u>	Miscellaneous		1606SUBSCRIPTION2023		79.00	
178252	TASCHNER LAW, PLLC	01/06/2023	Virtual Pay	0.00	1,500.00	APA001895
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>13</u>	Invoice	01/03/2023	JAN 2023 SERVICES	0.00	1,500.00	
<u>001-122-000-51593-4101</u>	LEGAL - OPD Grant Public		JAN 2023 SERVICES		1,500.00	
201300	TOZIER BROS INC.	01/06/2023	Virtual Pay	0.00	53.15	APA001896
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>461211</u>	Invoice	01/04/2023	CUST#20090 NUTS & BOLTS, LITE CONTR	0.00	17.34	
<u>401-000-000-53480-3100</u>	Office and Operating		CUST#20090 NUTS & BOLT		17.34	
<u>461219</u>	Invoice	01/04/2023	CUST#20090 MISC	0.00	35.81	
<u>001-141-000-57680-3100</u>	Office and Operating		CUST#20090 MISC		35.81	
201875	TYLER TECHNOLOGIES	01/06/2023	Virtual Pay	0.00	160.00	APA001897

Check Register

Packet: APPKT02566-JANUARY 6, 2023 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	
025-405996	Invoice	01/01/2023	CUST#48155 UTILITY MONTHLY FEE	0.00	160.00	
001-111-000-51421-4100		Professional Services/Adv		CUST#48155 UTILITY MON	160.00	
202919	WA CITIES INSUR AUTHORITY	01/06/2023	Virtual Pay	0.00	5,000.00	APA001898
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
15678	Invoice	01/01/2023	LIABILITY/ASSESSMENT 2023	0.00	5,000.00	
675-000-000-57120-4600		Insurance		LIABILITY/ASSESSMENT 20	950.00	
675-000-000-57680-4600		Insurance		LIABILITY/ASSESSMENT 20	4,050.00	
202990	WAPRO	01/06/2023	Virtual Pay	0.00	100.00	APA001899
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6083	Invoice	01/01/2023	WAPRO MEMBERSHIP 2023	0.00	25.00	
001-118-000-52122-4900		Miscellaneous		WAPRO MEMBERSHIP 202	25.00	
6084	Invoice	01/01/2023	WAPRO MEMBERSHIP 2023	0.00	25.00	
001-121-000-51430-4900		Miscellaneous		WAPRO MEMBERSHIP 202	25.00	
6337	Invoice	01/01/2023	WAPRO MEMBERSHIP 2023	0.00	25.00	
001-118-000-52122-4900		Miscellaneous		WAPRO MEMBERSHIP 202	25.00	
6459	Invoice	01/01/2023	WAPRO MEMBERSHIP 2023	0.00	25.00	
001-121-000-51430-4900		Miscellaneous		WAPRO MEMBERSHIP 202	25.00	

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	24	17	0.00	76,819.25
	24	17	0.00	76,819.25

Virtual Payments	24	17	0.00	76,819.25
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2023	76,819.25
			<u>76,819.25</u>



SHELTON CITY COUNCIL – MASON COUNTY COMMISSIONERS
Joint Leadership Breakfast – Ridge Motorsports Park
November 4, 2022 – Meeting Minutes
9:00 a.m. – 11:00 a.m.

City Councilmembers:

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

County Commission:

Chair Kevin Shetty
Randy Neatherlin
Sharon Trask
County Administrator Mark Neary

CALL TO ORDER

Call to Order: 9:00 a.m.
Pledge of Allegiance

AGENDA

A. Jail Discussion – Potential changes to housing City inmates and future County Jail options

- Priority prisoners.
- Staffing limitations create population shortage.
- Need for short term outsourcing – Nisqually Jail.
- Long term outsourcing.
- Options for private/public partnerships.
- Funding a new jail facility.
- Property tax levy.
- Construction options.
- Engage the community in discussions.
- City's inability to get people into the County Jail due to current contract for only seven beds.
- Possible solution is City contracting with the Nisqually Jail facility for up to 20 beds per month, paid on a per diem basis.
- Cost and staff availability to transport City inmates to the Nisqually Jail facility.
- 2023 City Budget – concerns regarding use of reserve funding to outsource jail beds.
- Jail housing and transportation options at Forks Washington Correctional Facility.
- Research potential revenue sources to build a new jail.
- C Street property is approximately 15 acres and available for a jail site if there is interest for a joint city/county partnership.
- Public safety.

There was agreement by the meeting participants to move forward with establishing a committee to pick up the baton from the last research conducted on a jail facility. Undersheriff Adams will take the lead as a startup of the process and report back to the leaders at today's meeting.

B. County property located at Public Works Drive – Intersection of Highway 101 & 102 – Update on market activity and discuss potential other uses

- 6 county parcels adjacent to the County's new Public Works facility have been declared surplus and are being marketed for commercial use.
- Preferred use is not for governmental uses.

- City/County joint effort to make it friendly for commercial uses.
- Develop a sub-area plan to market and present what the City/County would like in order to assist developers in deciding to invest.
- County would like to expand their existing campus in the downtown area.

C. Opportunities to collaborate on the Comprehensive Plan Update

- State funding options in 2023.
- Share resources in developing a Comprehensive Plan.
- Define a shared vision for the City/County to grow in the same direction.
- Identify infrastructure needs.

D. City update on annexation plans/progress

- Pending annexation – 395 acres behind Olympic College – potential use is 1,200 new homes over a 10-year timeframe.

E. Sewer capacity at the Satellite Treatment Plant

- Expansion of Satellite Treatment Plant.
- Property purchase for installation of a large pump station.
- Tribal support.

F. Opportunities to collaborate with the creation of Designated Crisis Responders (DCRs)

- City/County needs local resources of a DCR.
- Association of Washington Cities – City has applied for a one-year grant funded opportunity.
- Homelessness Task Force's recommendation is to have a local DCR.
- Coordinate joint resources that also includes case management in conjunction with a DCR.
- Think BIG and ASK for funds to support therapeutic resources. Designated state funds are currently available.
- Research health and recovery service models for future discussions.

MEETING ADJOURN

Adjourned at 10:58 a.m.

Mayor Eric Onisko

City Clerk Donna Nault

November 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Overview

	2022 Revised Budget	2022 thru November	2022 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	15,123,340	14,633,968	15,435,980	312,640	2.1%
Expenditures	16,456,074	13,116,966	15,473,030	983,044	6.0%
Net Revenues Less Expenditures	(1,332,734)	1,517,002	(37,050)	1,295,684	
Beginning Fund Balance	4,777,350		4,777,350		
Ending Fund Balance	3,444,616 20.9%		4,740,300 28.8%		
<u>Ending Fund Balance Breakdown:</u>					
Reserved - 20% of Budget	3,291,215		3,291,215		
Unreserved Fund Balance	153,401		1,449,085		
Total Fund Balance	3,444,616		4,740,300		

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 November shows an overall positive budget variance of \$1.3 million.

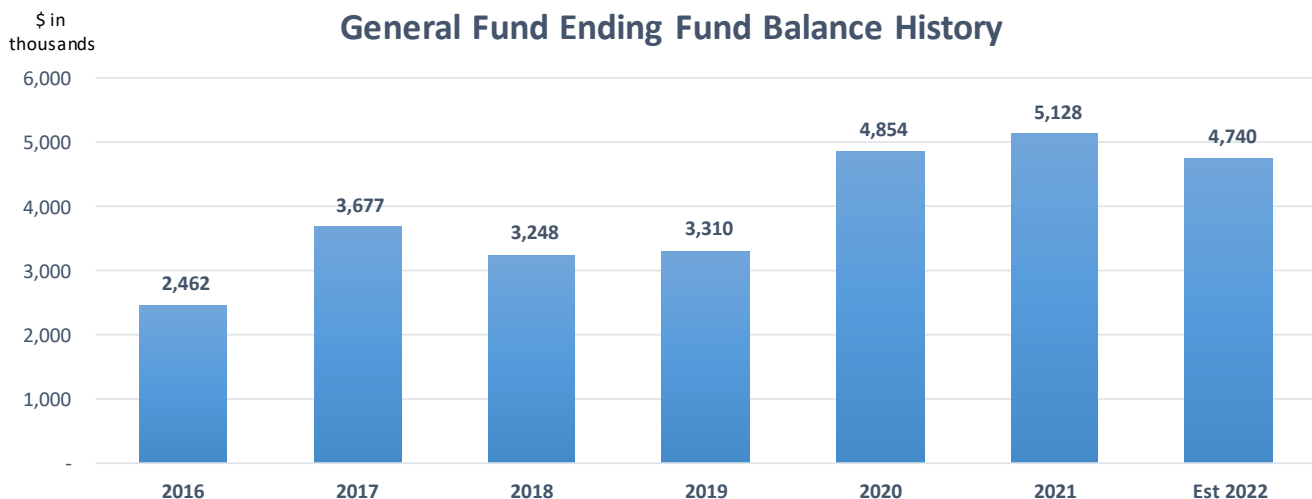
General Fund Reserves are estimated to end the year at \$4.7 million, or 28.8% of 2022 budgeted expenditures.

Revenue Overview

Revenues are currently estimated to end the year approximately \$313 thousand, or 2.1% higher than budgeted.

Expenditure Overview

Expenditures are currently estimated to end the year approximately \$980 thousand, or 6.0% lower than budgeted.



November 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Revenues

Revenue Categories	2022 Revised Budget	2022 thru November	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	2,535,900	2,533,076	2,535,900	-	0.0%
Sales & Use	3,353,860	3,157,553	3,427,600	73,740	2.2%
City Utility	1,225,750	1,359,877	1,468,500	242,750	19.8%
Non-City Utility	1,301,400	1,132,598	1,200,580	(100,820)	-7.7%
Business & Occupation	997,500	925,993	985,000	(12,500)	-1.3%
Other	40,430	56,126	58,330	17,900	44.3%
Licenses & Permits	296,900	288,880	305,140	8,240	2.8%
Intergovernmental Revenue	1,963,910	2,082,914	2,114,750	150,840	7.7%
Charges for Goods/Services	3,201,890	2,835,326	3,056,180	(145,710)	-4.6%
Fines and Penalties	92,550	48,384	51,380	(41,170)	-44.5%
Miscellaneous Revenue	113,250	213,241	232,620	119,370	105.4%
Total Revenues	15,123,340	14,633,968	15,435,980	312,640	2.1%

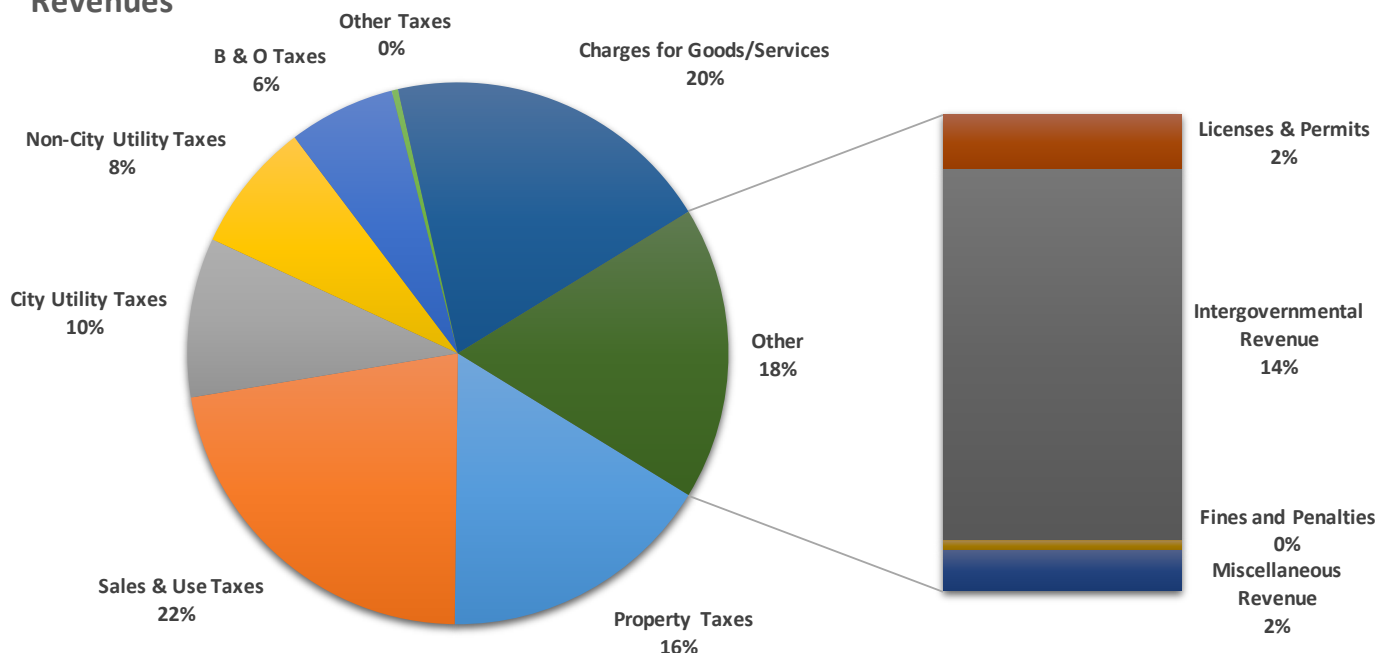
*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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



November 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Expenditures

Department	2022 Revised Budget	2022 thru November	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Administrative Services					
Human Resources	326,340	296,644	329,960	(3,620)	-1.1%
Information Technology	372,880	340,252	391,000	(18,120)	-4.9%
Risk Management	132,980	128,100	137,710	(4,730)	-3.6%
City Clerk	272,641	212,429	242,860	29,781	10.9%
City Council	73,540	72,290	78,680	(5,140)	-7.0%
City Manager					
City Manager	423,350	337,118	374,500	48,850	11.5%
Legal	345,870	245,712	273,570	72,300	20.9%
Detentions/Corrections-Contract	430,740	308,741	352,000	78,740	18.3%
Community Dev, Parks, Facilities					
Civic Center Activities	72,070	46,951	52,390	19,680	27.3%
Community Development	713,878	611,006	708,620	5,258	0.7%
Facility Services	675,460	596,974	666,780	8,680	1.3%
Parks & Recreation	750,700	525,941	601,270	149,430	19.9%
Finance	1,218,630	939,335	1,073,940	144,690	11.9%
Fire & Emergency Services	1,652,740	1,546,598	1,689,720	(36,980)	-2.2%
Municipal Court	740,230	610,588	669,970	70,260	9.5%
Non-Departmental	3,460,293	2,223,712	3,262,540	197,753	5.7%
Police	3,857,404	3,274,706	3,671,730	185,674	4.8%
Public Works	936,328	799,868	895,790	40,538	4.3%
Total Expenditures	16,456,074	13,116,966	15,473,030	983,044	6.0%

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

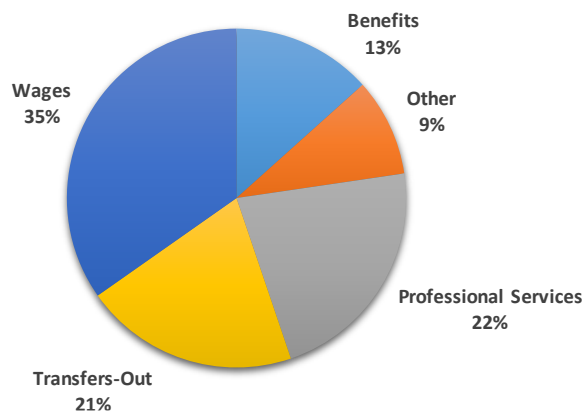
Variance analysis for expenditures is provided for particular departments which have an estimated actual amount that differs from the budgeted amount by at least 10% and \$75,000.

Variance Notes

Detention/Corrections: Mason County Jail fees estimated to be below budget.

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

2022 Estimated General Fund Expenditures



November 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Year-to-Year

	2020 Actual	2021 Actual	2022 Revised Budget	2022 thru November	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	2,533,076	2,535,900
Sales & Use	3,195,310	3,368,713	3,353,860	3,157,553	3,427,600
City Utility	1,182,935	1,241,561	1,225,750	1,359,877	1,468,500
Non-City Utility	1,138,999	1,165,125	1,301,400	1,132,598	1,200,580
Business & Occupation	810,806	980,007	997,500	925,993	985,000
Other	42,140	56,304	40,430	56,126	58,330
Licenses & Permits	344,354	281,260	296,900	288,880	305,140
Intergovernmental Revenue	1,191,866	2,240,637	1,963,910	2,082,914	2,114,750
Charges for Goods/Services	2,968,830	2,904,696	3,201,890	2,835,326	3,056,180
Fines and Penalties	85,070	78,453	92,550	48,384	51,380
Miscellaneous Revenue	281,387	141,622	113,250	213,241	232,620
Total Revenues	13,736,732	14,961,268	15,123,340	14,633,968	15,435,980
Expenditures					
Administrative Services					
Human Resources	259,988	259,811	326,340	296,644	329,960
Information Technology	811,857	279,243	372,880	340,252	391,000
Risk Management	95,234	115,849	132,980	128,100	137,710
City Clerk+	69,707	198,328	272,641	212,429	242,860
City Council	161,137	100,744	73,540	72,290	78,680
City Manager					
City Manager	429,282	385,264	423,350	337,118	374,500
Legal	315,307	286,726	345,870	245,712	273,570
Detentions/Corrections-Contract	331,015	314,238	430,740	308,741	352,000
Community Dev, Parks, Facilities					
Civic Center Activities	44,892	50,348	72,070	46,951	52,390
Community Development	551,607	547,944	649,618	611,006	708,620
Facility Services	516,129	524,991	675,460	596,974	666,780
Parks & Recreation	376,383	521,872	750,700	525,941	601,270
Finance	939,517	928,469	1,218,630	939,335	1,073,940
Fire & Emergency Services	1,626,514	1,560,701	1,652,740	1,546,598	1,689,720
Municipal Court	498,380	528,267	740,230	610,588	669,970
Non-Departmental	1,029,993	4,252,217	3,460,293	2,223,712	3,262,540
Police	3,451,151	3,482,542	3,921,664	3,274,706	3,671,730
Public Works	671,052	699,932	936,328	799,868	895,790
Total Expenditures	12,179,144	15,037,485	16,456,074	13,116,966	15,473,030
+ 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)	1,517,002	(37,050)
Ending Fund Balance	4,853,568	4,777,350	3,444,616	6,294,352	4,740,300
General Fund Reserves	4,853,568	4,777,350	3,444,616		4,740,300
based on same year actuals/budget	39.9%	31.8%	20.9%		30.6%

November 2022 Monthly Financial Report

City of Shelton, Washington

General Fund Month-to-Month

	2020 thru November	2021 thru November	2022 thru November	2022 - 2021 Variance		% of Budget
Revenues						
Taxes:						
Property	2,486,310	2,487,018	2,533,076	46,058	1.9%	99.9%
Sales & Use	2,916,469	3,094,781	3,157,553	62,772	2.0%	94.1%
City Utility	1,072,149	1,131,388	1,359,877	228,489	20.2%	110.9%
Non-City Utility	1,064,682	1,088,077	1,132,598	44,521	4.1%	87.0%
Business & Occupation	773,564	931,161	925,993	(5,167)	-0.6%	92.8%
Other	36,499	48,640	56,126	7,486	15.4%	138.8%
Licenses & Permits	331,509	268,952	288,880	19,928	7.4%	97.3%
Intergovernmental Revenue	862,432	2,047,764	2,082,914	35,150	1.7%	106.1%
Charges for Goods/Services	2,752,426	2,678,364	2,835,326	156,962	5.9%	88.6%
Fines and Penalties	74,860	74,552	48,384	(26,168)	-35.1%	52.3%
Miscellaneous Revenue	266,788	131,529	213,241	81,712	62.1%	188.3%
Total Revenues	12,637,688	13,982,225	14,633,968	651,742	4.7%	96.8%
Expenditures						
Administrative Services						
Human Resources	234,513	229,160	296,644	67,484	29.4%	90.9%
Information Technology	550,511	254,940	340,252	85,312	33.5%	91.2%
Risk Management	89,431	108,400	128,100	19,700	18.2%	96.3%
City Clerk+	64,922	184,514	212,429	27,915	15.1%	77.9%
City Council	148,347	92,851	72,290	(20,561)	-22.1%	98.3%
City Manager						
City Manager	398,072	348,237	337,118	(11,118)	-3.2%	79.6%
Legal	285,982	225,247	245,712	20,465	9.1%	71.0%
Detentions/Corrections-Contract	295,566	256,389	308,741	52,352	20.4%	71.7%
Community Dev, Parks, Facilities						
Civic Center Activities	41,218	46,460	46,951	491	1.1%	65.1%
Community Development	566,692	546,022	611,006	64,984	11.9%	94.1%
Facility Services	473,738	471,824	596,974	125,150	26.5%	88.4%
Parks & Recreation	349,269	467,217	525,941	58,723	12.6%	70.1%
Finance	833,270	919,152	939,335	20,183	2.2%	77.1%
Fire & Emergency Services	1,459,817	1,432,177	1,546,598	114,421	8.0%	93.6%
Municipal Court	451,771	483,675	610,588	126,913	26.2%	82.5%
Non-Departmental	884,908	2,991,210	2,223,712	(767,498)	-25.7%	64.3%
Police	3,045,225	3,138,383	3,274,706	136,323	4.3%	83.5%
Public Works	661,332	611,032	799,868	188,836	30.9%	85.4%
Total Expenditures	10,834,584	12,806,891	13,116,966	310,075	2.4%	79.7%

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

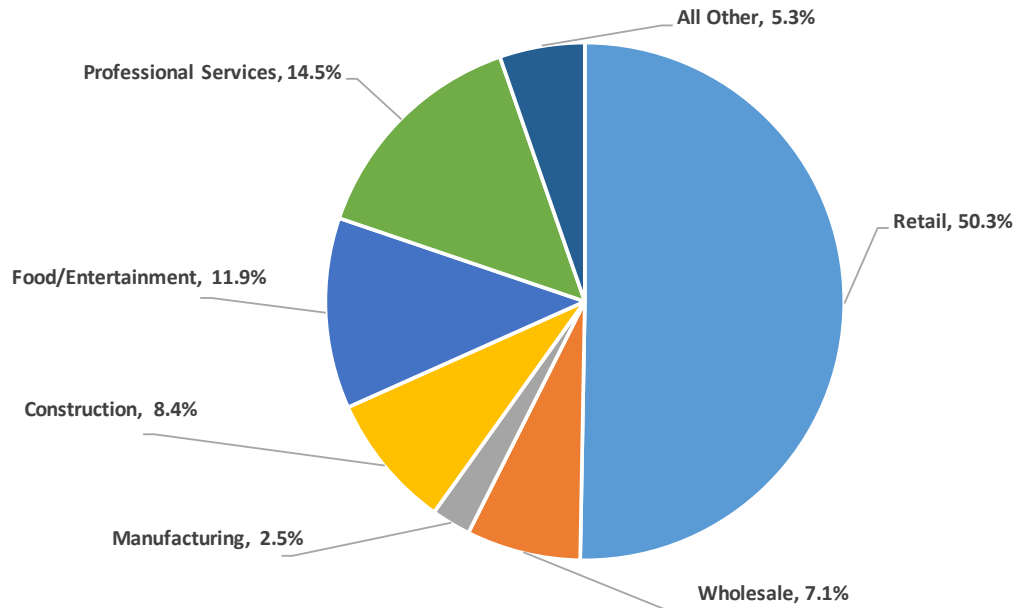
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through November which is 91.7% of the year.

November 2022 Monthly Financial Report

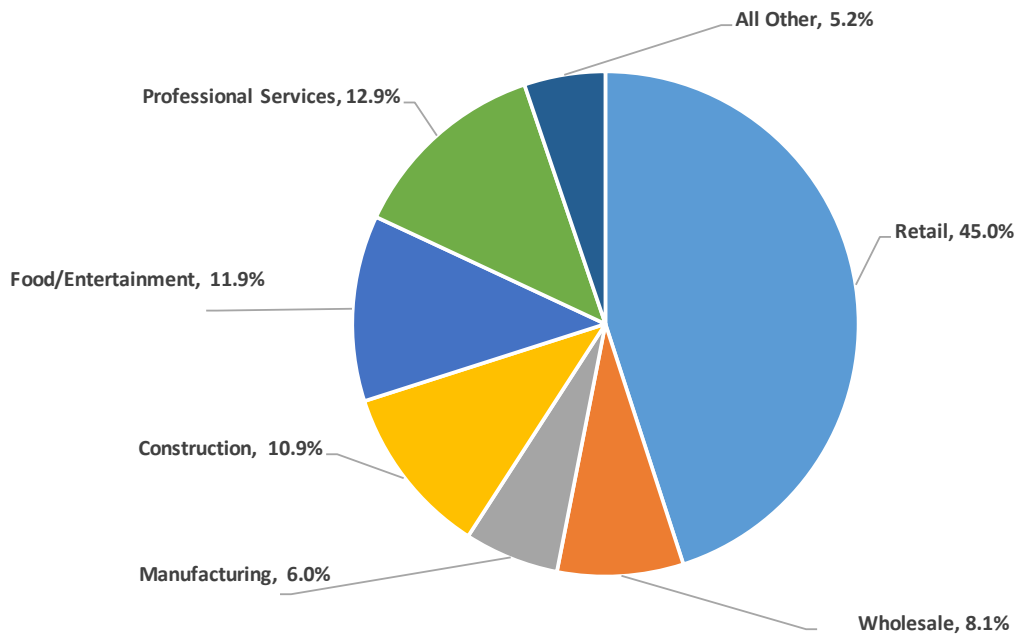
City of Shelton, Washington

Sales Tax Breakdown by Type

2022 thru November



November 2022



November 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	15,435,980	15,473,030	4,740,300	(37,050)	-0.8%
Street Fund	423,415	1,890,180	1,937,720	375,875	(47,540)	-11.2%
Capital Resource Funds						
Real Estate Excise Tax -1	356,027	194,400	46,830	503,597	147,570	41.4%
Real Estate Excise Tax -2	395,753	194,800	-	590,553	194,800	49.2%
Transport Benefit District	1,302,997	509,200	385,390	1,426,807	123,810	9.5%
Traffic Impact Fees	997,437	110,020	414,100	693,357	(304,080)	-30.5%
General Resources	1,649,409	2,244,390	2,494,410	1,399,389	(250,020)	-15.2%
Tourism Fund	89,620	64,560	65,000	89,180	(440)	-0.5%
Bond Fund	7,618	177,380	177,410	7,588	(30)	-0.4%
Capital Improvement Fund	879,714	1,510,920	1,511,440	879,194	(520)	-0.1%
Water Fund	1,650,758	3,090,400	2,802,264	1,938,894	288,136	17.5%
Water Capital Fund	1,146,128	1,687,344	1,788,690	1,044,782	(101,346)	-8.8%
Sewer Fund	3,664,095	6,869,210	6,378,840	4,154,465	490,370	13.4%
Sewer Capital Fund	1,308,976	810,000	986,332	1,132,644	(176,332)	-13.5%
Solid Waste Fund	1,015,514	68,550	134,000	950,064	(65,450)	-6.4%
Storm Drainage Fund	391,777	1,459,870	1,265,035	586,612	194,835	49.7%
Storm Drainage Capital Fund	25,871	408,630	285,660	148,841	122,970	475.3%
Payroll Benefits Fund	167,652	84,000	57,380	194,272	26,620	15.9%
Equipment Rental Fund	593,494	682,340	751,630	524,204	(69,290)	-11.7%
Firefighters Pension Fund	479,800	13,030	68,400	424,430	(55,370)	-11.5%
Library Endowment Fund	122,099	750	-	122,849	750	0.6%
City-wide Fund Totals	21,445,504	37,505,954	37,023,561	21,927,897	482,393	2.2%

November 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru November	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
General Fund					
Taxes	9,454,840	9,165,224	9,675,910	221,070	2.3%
Licenses & Permits	296,900	288,880	305,140	8,240	2.8%
Intergovernmental Revenue	1,963,910	2,082,914	2,114,750	150,840	7.7%
Charges for Goods/Services	3,201,890	2,835,326	3,056,180	(145,710)	-4.6%
Fines and Penalties	92,550	48,384	51,380	(41,170)	-44.5%
Miscellaneous Revenue	113,250	213,241	232,620	119,370	105.4%
Total Revenues	15,123,340	14,633,968	15,435,980	312,640	2.1%
Wages	5,650,500	4,841,501	5,377,740	272,760	4.8%
Benefits	2,311,350	1,878,343	2,065,420	245,930	10.6%
Professional Services	3,629,306	2,982,010	3,423,370	205,936	5.7%
Transfers-Out	3,397,793	2,124,921	3,163,220	234,573	6.9%
Other	1,467,125	1,290,191	1,443,280	23,845	1.6%
Total Expenditures	16,456,074	13,116,966	15,473,030	983,044	6.0%
Net Revenues Less Expenditures	(1,332,734)	1,517,002	(37,050)	1,295,684	
Street Fund					
Taxes	675,000	641,983	695,000	20,000	3.0%
Licenses & Permits	5,500	12,921	14,100	8,600	156.4%
Intergovernmental Revenue	214,000	190,259	206,220	(7,780)	-3.6%
Charges for Goods/Services	56,120	50,527	55,120	(1,000)	-1.8%
Miscellaneous Revenue	1,500	35,133	35,740	34,240	2282.7%
Transfers In	934,510	-	884,000	(50,510)	-5.4%
Total Revenues	1,886,630	930,823	1,890,180	3,550	0.2%
Wages	336,610	275,910	300,980	35,630	10.6%
Benefits	159,370	128,746	140,430	18,940	11.9%
Professional Services	174,990	184,200	202,010	(27,020)	-15.4%
Transfers-Out	500,000	-	500,000	-	0.0%
Other	825,240	699,258	794,300	30,940	3.7%
Total Expenditures	1,996,210	1,288,113	1,937,720	58,490	2.9%
Net Revenues Less Expenditures	(109,580)	(357,290)	(47,540)	62,040	
Capital Resources - Real Estate Excise Tax - 1 (REET-1)					
Taxes	52,500	182,216	190,000	137,500	261.9%
Miscellaneous Revenue	-	4,207	4,400	4,400	
Total Revenues	52,500	186,423	194,400	141,900	270.3%
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	174,424	147,570	141,900	

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

November 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru November	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Capital Resources - Real Estate Excise Tax - 2 (REET-2)					
Taxes	52,500	182,216	190,000	137,500	261.9%
Miscellaneous Revenue	-	4,680	4,800	4,800	
Total Revenues	52,500	186,897	194,800	142,300	271.0%
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	52,500	186,897	194,800	142,300	

Capital Resources -Transportation Benefit District (TBD)					
Miscellaneous Revenue	-	8,830	9,200	9,200	
Transfers In	500,000	-	500,000	-	0.0%
Total Revenues	500,000	8,830	509,200	9,200	1.8%
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	(376,560)	123,810	9,200	

Capital Resources - Traffic Impact Fees (TIF)					
Charges for Goods/Services	80,000	94,890	103,520	23,520	29.4%
Miscellaneous Revenue	-	6,391	6,500	6,500	
Total Revenues	80,000	101,281	110,020	30,020	37.5%
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)	(312,819)	(304,080)	30,020	

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	354,910	179,920	33.6%
Total Expenditures	2,674,330	2,228,549	2,494,410	179,920	6.7%
Net Revenues Less Expenditures	(739,940)	(430,390)	(250,020)	489,920	

Tourism Fund					
Taxes	48,000	58,307	63,610	15,610	32.5%
Miscellaneous Revenue	100	919	950	850	850.0%
Total Revenues	48,100	59,226	64,560	16,460	34.2%
Professional Services	65,758	59,067	65,000	758	1.2%
Total Expenditures	65,758	59,067	65,000	758	1.2%
Net Revenues Less Expenditures	(17,658)	159	(440)	17,218	

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

November 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru November	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	46,255	177,410	(110)	-0.1%
Total Expenditures	177,300	46,255	177,410	(110)	-0.1%
Net Revenues Less Expenditures	-	(26)	(30)	(30)	

Capital Improvement Fund					
Intergovernmental Revenue	1,974,310	150,633	413,880	(1,560,430)	-79.0%
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	1,223,676	1,510,920	(1,925,433)	-56.0%
Professional Services	-	103,339	112,670	(112,670)	
Other	3,136,353	1,019,550	1,398,770	1,737,583	1.3%
Total Expenditures	3,136,353	1,122,889	1,511,440	1,624,913	51.8%
Net Revenues Less Expenditures	300,000	100,787	(520)	(300,520)	

Water Fund					
Charges for Goods/Services	2,596,210	2,703,507	2,914,670	318,460	12.3%
Miscellaneous Revenue	46,100	154,023	175,730	129,630	281.2%
Total Revenues	2,642,310	2,857,530	3,090,400	448,090	17.0%
Wages	591,090	505,060	560,970	30,120	5.1%
Benefits	259,560	220,348	240,370	19,190	7.4%
Professional Services	103,940	143,058	156,060	(52,120)	-50.1%
Transfers-Out	172,844	172,844	172,844	-	0.0%
Other	1,692,520	1,307,412	1,672,020	20,500	1.2%
Total Expenditures	2,819,954	2,348,722	2,802,264	17,690	0.6%
Net Revenues Less Expenditures	(177,644)	508,808	288,136	465,780	

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	1,089,628	1,788,690	948,654	34.7%
Total Expenditures	2,737,344	1,089,628	1,788,690	948,654	34.7%
Net Revenues Less Expenditures	-	597,716	(101,346)	(101,346)	

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

November 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru November	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Sewer Fund					
Intergovernmental Revenue	-	16,381	17,870	17,870	
Charges for Goods/Services	6,234,660	6,012,655	6,492,640	257,980	4.1%
Miscellaneous Revenue	133,000	357,597	358,700	225,700	169.7%
Total Revenues	6,367,660	6,386,634	6,869,210	501,550	7.9%
Wages	788,100	682,859	744,930	43,170	5.5%
Benefits	369,070	317,049	345,850	23,220	6.3%
Professional Services	339,000	292,247	318,810	20,190	6.0%
Transfers-Out	153,928	410,000	410,000	(256,072)	-166.4%
Other	4,800,050	4,000,781	4,559,250	240,800	5.0%
Total Expenditures	6,450,148	5,702,937	6,378,840	71,308	1.1%
Net Revenues Less Expenditures	(82,488)	683,697	490,370	572,858	
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	790,053	986,332	1,617,596	62.1%
Total Expenditures	2,603,928	790,053	986,332	1,617,596	62.1%
Net Revenues Less Expenditures	-	19,947	(176,332)	(176,332)	
Solid Waste Fund					
Intergovernmental Revenue	600,000	59,452	59,450	(540,550)	-90.1%
Miscellaneous Revenue	-	9,097	9,100	9,100	
Total Revenues	600,000	68,549	68,550	(531,450)	-88.6%
Professional Services	300,000	110,033	130,030	169,970	56.7%
Other	986,540	3,636	3,970	982,570	99.6%
Total Expenditures	1,286,540	113,668	134,000	1,152,540	89.6%
Net Revenues Less Expenditures	(686,540)	(45,119)	(65,450)	621,090	
Storm Drainage Fund					
Intergovernmental Revenue	25,000	4,827	4,830	(20,170)	-80.7%
Charges for Goods/Services	1,537,340	1,336,128	1,446,740	(90,600)	-5.9%
Miscellaneous Revenue	500	7,920	8,300	7,800	1560.0%
Total Revenues	1,562,840	1,348,875	1,459,870	(102,970)	-6.6%
Wages	491,780	289,301	336,600	155,180	31.6%
Benefits	217,980	127,290	147,350	70,630	32.4%
Professional Services	93,230	36,504	44,820	48,410	51.9%
Transfers-Out	95,035	95,035	177,035	(82,000)	-86.3%
Other	583,810	503,108	559,230	24,580	4.2%
Total Expenditures	1,481,835	1,051,238	1,265,035	216,800	14.6%
Net Revenues Less Expenditures	81,005	297,637	194,835	113,830	
Storm Drainage Capital Fund					
Intergovernmental Revenue	-	28,788	88,590	88,590	
Transfers In	320,035	320,035	320,040	5	0.0%
Total Revenues	320,035	348,823	408,630	88,595	27.7%
Other	320,035	104,966	285,660	34,375	10.7%
Total Expenditures	320,035	104,966	285,660	34,375	10.7%
Net Revenues Less Expenditures	-	243,857	122,970	122,970	

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

November 2022 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2022 Revised Budget	2022 thru November	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Payroll Benefits Fund					
Charges for Goods/Services	40,000	42,374	46,220	6,220	15.6%
Miscellaneous Revenue	350	1,557	1,700	1,350	385.7%
Transfers In	160,650	28,604	36,080	(124,570)	-77.5%
Total Revenues	201,000	72,534	84,000	(117,000)	-58.2%
Benefits	201,000	48,013	57,380	143,620	71.5%
Total Expenditures	201,000	48,013	57,380	143,620	71.5%
Net Revenues Less Expenditures	-	24,521	26,620	26,620	

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	621,537	678,040	100,040	17.3%
Miscellaneous Revenue	5,000	4,161	4,300	(700)	-14.0%
Total Revenues	583,000	625,699	682,340	99,340	17.0%
Wages	95,210	87,402	95,550	(340)	-0.4%
Benefits	46,890	42,061	45,890	1,000	2.1%
Professional Services	36,510	23,426	25,560	10,950	30.0%
Other	713,840	499,700	584,630	129,210	18.1%
Total Expenditures	892,450	652,588	751,630	140,820	15.8%
Net Revenues Less Expenditures	(309,450)	(26,890)	(69,290)	240,160	

Firefighter's Pension Fund					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	12,000	12,895	13,030	1,030	8.6%
Transfers In	80,000	-	-	(80,000)	-100.0%
Total Revenues	92,100	12,895	13,030	(79,070)	-85.9%
Benefits	97,100	62,717	68,400	28,700	29.6%
Professional Services	5,000	-	-	5,000	100.0%
Total Expenditures	102,100	62,717	68,400	33,700	33.0%
Net Revenues Less Expenditures	(10,000)	(49,821)	(55,370)	(45,370)	

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	723	750	(850)	-53.1%
Total Revenues	1,600	723	750	(850)	-53.1%
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	1,600	723	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: 12/22/2022
Brief Date: 01/17/2023
Action Date: 02/07/2023

Department: **Public Works**

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

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

Water and Sewer Rate and GFC Study
Consultant Contract

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

ATTACHMENTS:

- Resolution No. 1257-1222
- FCS Group Water-Sewer Rate &
GFC Study Proposal

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In 2017 the City of Shelton completed the water and sewer rate studies for the 2018-2023 rate period. Both the water and sewer comprehensive plan updates are nearly complete, and the short and long-term capital improvement projects have been identified. The 2024-2029 water and sewer rates and general facilities charges (GFC's) studies are proposed to be prepared by a consultant and are proposed to be reviewed and adopted by Council later this year. City staff has selected Financial Consulting Solutions Group, Inc. (FCS) to perform the rate study, as FCS recently completed the rate and GFC study for the City stormwater fund. Barring any major setbacks, FCS will present their findings to the Council this spring with Council adoption of the new water and sewer rates is planned for public meetings in July and August.

ANALYSIS/OPTIONS/ALTERNATIVES:

Council could choose to not move forward with the rate study. The current sewer and water rate schedules end in 2023 and a rate increase for inflation or capital improvement projects would not occur for FY 2024.

BUDGET/FISCAL INFORMATION:

The estimated cost for FCS to complete the work is \$74,265.00, refer to the attached proposal. The rate review project was included in the FY 2021 budget, but staff postponed the project until the Water and Sewer Comprehensive Plans were near completion. The 2021 budgeted amounts for the rate study did not carry forward to future budget years and the 2023 adopted budget will need to be modified to include the rate study in a future supplemental budget adopted by Council. The project funding is proposed to be equally split between the water and sewer professional service line items.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to place Resolution No. 1257-1222 on the action agenda of the February 7th council meeting".*

RESOLUTION NO. 1257-1222

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING
THE CITY MANAGER TO SIGN THE PROFESSIONAL SERVICES CONTRACT WITH FCS GROUP
FOR A SEWER AND WATER RATE AND GFC STUDY IN THE AMOUNT OF \$74,265.00**

WHEREAS, the City last completed a sewer and water rate study in 2017, for the 2018-2023 rate structure; and

WHEREAS, the City Water and Sewer Comprehensive plans are near completion that identify the short term and long term capital improvement projects; and

WHEREAS, water and sewer rate and GFC revenues need to be regularly adjusted to account for inflation and capital project needs; and

WHEREAS, City staff has selected Financial Consulting Solutions Group, Inc. (FCS) to perform the rate study, as FCS recently completed the rate and GFC study for the City stormwater fund.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton that the City Manager is authorized to sign the professional services contract with FCS Group in the amount of \$74,265.00 and approve all change orders up to 10% of the contract amount.

INTRODUCED on the 17th day of January 2023 and **PASSED** by the City Council at its regular meeting held on the 7th day of February 2023.

Mayor Onisko

ATTEST:

City Clerk Nault

CITY OF SHELTON

WATER & SEWER REVENUE REQUIREMENT & GFC STUDY

The following work plan has been developed to complete a revenue requirement and general facilities charge (GFC) study for the City of Shelton (City). A revenue requirement analysis determines what level of rate revenue is needed to cover each utility's costs, including operating expenditures, debt service, capital expenditures, and policy reserves. A GFC analysis determines a maximum, defensible GFC so that the City can recover a proportionate share of the cost of existing and future system assets from new customers, as growth occurs.

TASK PLAN

Task 1 | Data Collection / Kickoff Meeting

FCS GROUP will submit a request for needed data and arrange for a kickoff meeting with City staff to set a course for completing the work. This project kickoff meeting will provide an opportunity for the project team to identify and discuss key policy and technical issues to be addressed in the study, along with any data questions. We will review, analyze, and validate the data received and identify any data limitations, gaps, or issues of concern.

DELIVERABLES TO INCLUDE THE FOLLOWING:

- Submit a written request for the data needed to complete the study. Review and validate the data.
- Attend one (1) remote kickoff meeting with key staff from the City.
- Perform routine project administration tasks such as invoicing and monthly status reports.

Task 2 | Policy Framework

FCS GROUP will write a brief issue summary for up to two (2) topics. In each paper, FCS GROUP will define and analyze the issue, present alternative solutions (including industry standards, if applicable), and recommend a course of action. FCS GROUP will participate in a meeting with City staff to review draft issue papers and then meet with City Council during a study session to discuss the contract customers issue paper.

Final versions will be provided that incorporate feedback. City staff will select the topics for each paper, but the following issues are of particular interest to the City at this time:

- **Contract Customers.** The City currently has service contracts with two outside-City customers. The City would like us to review the contracts, compare the contracts with how the customers are currently being billed, and evaluate if the current billing practices are up to date and in line with said contracts.
- **Water Rate Structures.** The City would like a qualitative evaluation of its water rate structures and resulting revenues to determine if its current water rate structures are generally fair and

consistent with industry practice. The City is also interested in an evaluation of its fixed versus volume rate revenues, more specifically, the balance between those revenues. Anecdotally, the City's revenue profile (fixed vs. variable) will be compared to typical industry practice.

DELIVERABLES TO INCLUDE THE FOLLOWING:

- Draft and final issue papers. Up to two (2) issue summary papers (electronic [Word] files).
- Prepare for and attend one (1) remote review meeting with City staff to discuss papers.
- Prepare for and attend one (1) remote City Council study session to discuss the contract customer issue paper.

Task 3 | Water & Sewer Revenue Requirements Analyses

After the City has provided the information requested in the data request list and after the kickoff meeting, FCS GROUP will analyze the revenue requirements for the water and sewer utilities. The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analyses will be the recommended percentage adjustments needed to meet the obligations of each service. The analysis will include up to a 20-year forecast.

DELIVERABLES TO INCLUDE THE FOLLOWING:

- Financial Policies Evaluation. Review the City's financial policies that have a bearing on utility fiscal management (e.g., operating and capital reserves, capital funding strategies, and debt management).
- Operating Forecast. Forecast operating costs based on the most recent budget document available. Also, incorporate growth forecasts, integrate additional operating expenses, if any, resulting from the capital plan, and any other known changes in operational requirements.
- Capital Funding Strategy. Develop a capital funding strategy for the capital programs in each utility. The analysis will take into account key variables such as project costs, project timing, potential borrowing and financing options, and resulting cash flow and cash balances.
- Financial Strategy Analysis.
 - » Integrate financial policies, capital financing impacts, and the operating forecast to develop an annual financial forecast over the study period (up to twenty years).
 - » Compare forecasted financial needs against forecasted revenue under each utility's existing rates to determine what level of rate adjustments might be needed to keep each utility sufficiently funded throughout the study period.
 - » The rate adjustments resulting from this task are assumed to be applied "across-the-board" to each utility's existing rate structure. "Across-the-board" means that all rates to all customer classes increase by the same percentage.
 - » This scope allows for up to three (3) revenue requirement scenarios per utility.
- Rate Survey. Single-family water and sewer charge survey for up to six (6) jurisdictions chosen by the City.
- Meet twice with City staff to review revenue requirement findings (2 remote).

Task 4 | Water, Reclaimed Water, & Sewer General Facilities Charges

This task supports an update to the City's water, reclaimed water, and sewer general facilities charges (GFCs) to ensure that the City recovers an appropriate level of capital costs from development, as growth occurs. This task will not change how the City scales up its charges (i.e., meter size). Following are the steps to update the GFCs.

- Capacity Base. Using available information, FCS GROUP will derive the applicable capacity base (the denominator in the GFC calculation) for each utility.
- Existing Facilities Component. FCS GROUP will calculate the existing facilities component of the connection charge for each utility using financial and engineering data provided by the City.
- Future Facilities Component. FCS GROUP will calculate the future facilities component for each utility using cost and engineering information collected and refined (as necessary) from the capital improvement plans, recent system plans, and with the input of City staff.
- Calculate the maximum allowable charges per single-family residential equivalent for each utility, assumed to be the smallest meter size served by the City – 3/4" x 3/4". These charges will be compared with and evaluated against the current charges for each meter size. The charges for larger developments within the City scale up based on meter size and this analysis would scale up the charges based on the existing multipliers by meter size.
- Single-family GFC comparison for up to six (6) jurisdictions chosen by City staff.

DELIVERABLES TO INCLUDE THE FOLLOWING:

- Updated schedule of water, reclaimed water, and sewer GFCs by meter sizes.
- GFC comparison survey.
- Meet once with City staff to review GFC findings (1 remote).

Task 5 | City Council Meetings

FCS GROUP will present and discuss study results at two (2) remote City Council meetings.

DELIVERABLES TO INCLUDE THE FOLLOWING:

- Prepare presentation materials for the Council meetings.
- FCS GROUP will present and discuss study results at two (2) remote Council meetings.

Task 6 | Documentation

FCS GROUP will document findings in a comprehensive study report and provide a copy of the spreadsheet analyses for future use by City staff.

DELIVERABLES TO INCLUDE THE FOLLOWING:

- Draft Report. After completing the analytical tasks, FCS GROUP will provide up to two (2) draft report iterations for City review. The report will summarize the methodology and analysis undertaken in completing the project, the results and conclusions of the study, and noted recommendations.
- Final Report. Upon receipt of comments from the City, FCS GROUP will incorporate the comments, as appropriate, into a Final Report to be submitted to the City. FCS GROUP will submit one electronic copy.











- Spreadsheet Model. FCS GROUP will deliver a final copy of the Excel-based spreadsheet model.

Task 7 | Management Contingency

A project contingency to address unforeseen issues during this study. This task and associated budget will only be utilized upon receiving written approval by the City.

SCHEDULE

Completion of the analysis is based on a variety of issues, including timeliness of receipt of requested data, quality of data, ability to schedule meetings in a timely manner, and the ability of City staff to provide policy direction for the study to move forward at key study milestones. The study assumes getting under contract in early February 2023 and having a study kickoff meeting in mid to late February. Since the City already has rates adopted through 2023, a study kickoff in February 2023 would still allow us to complete the rate study in 2023 with a January 1, 2024 rate implementation date in mind.

Task	Description	Mtgs	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	Data Collection / Kickoff Meeting	1									
2	Policy Analysis	2									
3	Water and Sewer Revenue Requirement Analyses	2									
4	Water, Reclaimed Water, & Sewer GFCs	1									
5	City Council Meetings	2									
6	Documentation										

BUDGET

The table below summarizes our estimated cost to complete the task plan: **\$74,265**. The detailed estimates are for planning purposes only – the “not to exceed” amount refers to the total contract, not any given task. Meetings in this budget are assumed to be remote meetings and have been budgeted accordingly (no travel). We would be happy to attend onsite meetings, with a budget amendment to cover additional travel.

Task	Description (meetings)	Consultant Hours			Admin Support	Total Hours	Total Budget
		Project Principal \$280	Project Manager \$215	Analyst \$155			
Task 1	Data Collection / Kickoff Meeting						
	Data request & follow-up		2	8		10	\$ 1,670
	Project kickoff meeting (1) remote	1	2	2		5	1,020
	Project administration	1	6		3	10	1,840
							\$ 4,530
Task 2	Policy Analysis						
	Write two issue summaries	2	6	16		24	\$ 4,330
	Meet with staff (1) remote	2	2	2		6	1,300
	City Council study session & materials (1) remote	2	4	8		14	2,660
							\$ 8,290
Task 3	Water and Sewer Revenue Requirement Analyses						
	Financial policy framework	1	1	4		6	\$ 1,115
	Capital funding strategy	1	4	16		21	3,620
	Operating forecast	1	4	16		21	3,620
	Revenue needs assessment	3	12	56		71	12,100
	Across-the-board rate forecast	1	4	8		13	2,380
	Meet with staff (2) remote: including materials	4	4	2		10	2,290
	Rate comparison survey		1	4		5	835
							\$ 25,960
Task 4	Water, Reclaimed Water, & Sewer GFCs						
	Develop capacity bases	1	2	8		11	\$ 1,950
	Develop existing facilities cost bases	1	4	24		29	4,860
	Develop future facilities cost bases	1	4	22		27	4,550
	Calculate GFCs	2	4	8		14	2,660
	Meet with staff (1) remote: including materials	2	3	4		9	1,825
	Develop GFC comparison survey		1	4		5	835
							\$ 16,680
Task 5	City Council Meetings						
	City Council presentation materials	2	6	14		22	\$ 4,020
	City Council meetings (2) remote	4	4			8	1,980
							\$ 6,000
Task 6	Documentation						
	Draft report	2	6	20		28	\$ 4,950
	Final report	1	2	4		7	1,330
	Computer spreadsheets		1	2		3	525
							\$ 6,805
Task 7	Management Contingency						
	Management Contingency	2	8	24		34	\$ 6,000
							\$ 6,000
Total		37	97	276	3	413	\$ 74,265



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: 06/14/2022
Brief Date: 01/17/2023
Action Date: 02/07/2023

Department: **Public Works**

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

APPROVED FOR COUNCIL PACKET:

ROUTE TO:

REVIEWED:

- | | | |
|-------------------------------------|------------------|--------------------|
| <input checked="" type="checkbox"/> | Dept. Head | _____ J.O.H. _____ |
| <input type="checkbox"/> | Finance Director | _____ |
| <input type="checkbox"/> | Attorney | _____ |
| <input checked="" type="checkbox"/> | City Clerk | _____ |
| <input type="checkbox"/> | City Manager | _____ |

PROGRAM/PROJECT TITLE:

Public Works Laydown Yard
Consultant Design Contract

ATTACHMENTS:

- Resolution No. 1258-1222
- Williams Architecture Proposal
- PW Maint. Yard Conceptual Plan
- June 2022 Council Study Session
- Maint. Yard PowerPoint Presentation

Action Requested:

- | | |
|-------------------------------------|------------|
| <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:

The City Public Works Yard has been at 1000 West Pine Street for over 75 years. The main shop and Angleside booster pump station adjacent to loop field were the primary site improvements in 1951. The current maintenance yard today includes fleet repair, water operations, street operations, parks, facilities maintenance, diesel & unleaded fueling station, employee parking, fleet parking, and materials storage.

The existing public works maintenance yard is too small to meet the existing needs of the City. Currently much of the manhole and pipe materials are stored offsite at the main wastewater treatment plant. The storm drain and wastewater conveyance system workers are housed at the wastewater treatment plant, while most of the equipment used daily is located at the maintenance yard.

City staff worked with consultants to identify a solution to the maintenance yard space issue by completing a planning stage study. The planning stage study included building space needs such as: office, locker, eating, restrooms, meeting, emergency operations center, emergency power generation, work areas, sign shop, heated shop, tool storage, parts storage, covered bays, vehicle fueling, materials stockpiles, staff parking, equipment parking, and public parking. Conclusions from the planning study are listed below.

Planning Study Conclusions:

- The new facility should have a minimum life span of 50-years.
- The minimum desired site size is 5-acres. Larger size for future growth is desirable.
- The anticipated buildings total 37,000 square feet for administrative and maintenance,
- Combines all Public Works Departments at one-facility, including Engineering that frees up space at the Civic Center.
- Provide space for public use such as a conference center and walking trails.
- Save larger trees, including groves of smaller white oaks, when possible.
- The new facility will be seismically capable to be immediately occupiable after a magnitude 8.0 earthquake and serve as the City Emergency operations center for all man-made and natural disasters.
- Site shall have multiple access points and be located centrally in the community.

The Well 1 site on Shelton Springs Road was selected as being the best suited to meet the identified needs for the future Public Works maintenance yard complex. The attached conceptual site plan was prepared by Williams Architecture and identifies three phases of site construction:

Phase #1: Clearing, grading, gravel, fencing, stormwater, paved entry, utility stubs, and yard lighting. Complete interim improvements at existing maintenance yard. Planned for FY 2023-2024

Phase #2: Paved parking, paved & gravel equipment storage, covered storage, administration building shell with main improvements, maintenance shop, fueling, and generator. Planned for FY 2027-2028

Phase #3: Complete administration building shell, complete covered storage areas, add vector dump station, add salt bins, relocate fueling to the north, add additional laydown areas, and add additional heated storage. Planned for FY 2030-2031

ANALYSIS/OPTIONS/ALTERNATIVES:

Council could choose to not move forward with site design phase for a new public works maintenance yard. The existing maintenance yard will continue to operate with the current limitations without adequate space for future growth needs.

BUDGET/FISCAL INFORMATION:

The estimated cost for Williams Architecture and their subconsultants to complete the work is \$145,410, refer to the attached proposal. \$585,000 in funding for the project was approved in the FY 2021 budget and is split between the Water, Wastewater, Street, Storm, and EM&R funds.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to place Resolution No. 1258-1222 on the action agenda of the February 7th council meeting".*

RESOLUTION NO. 1258-1222

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING
THE CITY MANAGER TO SIGN THE PROFESSIONAL SERVICES CONTRACT WITH WILLIAMS
ARCHITECTURE FOR THE DESIGN OF THE NEW PUBLIC WORKS MAINTENANCE YARD
PROJECT IN THE AMOUNT OF \$145,410.00**

WHEREAS, the City Public Works Yard has been at 1000 West Pine Street for over 75 years; and

WHEREAS, the maintenance yard serves as a main backbone for the city, housing fleet repair, water operations, street operations, parks, facilities maintenance, diesel & unleaded fueling station, employee parking, fleet parking, and materials storage; and

WHEREAS, the existing public works maintenance yard is too small to meet the existing and future needs of the City; and

WHEREAS, City staff worked with consultants to identify a solution to the maintenance yard space issue by completing a planning stage study; and

WHEREAS, the planning stage study found that the well 1 site on Shelton Springs Road was the best suited to meet the identified existing and future needs for a future Public Works maintenance yard complex.

WHEREAS, City staff has selected Williams Architecture to complete the site design and permitting phases for the maintenance yard improvement project, as Williams Architecture is on the Public Works Consultant Qualified Pool List and recently completed planning study for the project.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton that the City Manager is hereby authorized to sign the professional services contract with Williams Architecture in the amount of \$145,410 for the design of the Public Works maintenance yard project and approve all change orders up to 10% of the contract amount.

INTRODUCED on the 17th day of January 2023 and **PASSED** by the City Council at its regular meeting held on the 7th day of February 2023.

Mayor Onisko

ATTEST:

City Clerk Nault



November 4, 2022

City of Shelton Public Works Department
Attention: Mike Albaugh
Subject: City of Shelton new Public Works facility planning
Phase 1 – Laydown Yard Design, Documentation, and Construction

Overview

The following Scope of Work and Proposal for Services is in response to your request. As you know, over the past year or so we have worked with you and SCJ Alliance to prepare a phased master site plan for new Public Works facilities on the City-owned property on Shelton Springs Road. That phased plan, attached here for reference, outlines the steps to accomplish the long-term goal, and Phase 1 of that master plan is to do the necessary sitework to prepare the site for future facilities, and for use as a Laydown Yard.

You are also aware that we have not yet been contracted to go through the formal processes necessary to gain land use approval of the master plan. For that reason, assistance with completion of those steps is included in this Scope of Work, as a required first step before permitting any land clearing or site development.

Upon receiving land use approvals, our team will then prepare documents for the eventual bidding and permitting of work needed to clear much of the site, do desired grading, and provide crushed rock or asphalt surfacing, with required drainage. Fencing, basic site lighting, and landscaping of portions of the site will also be required.

The following Scope of Work is broken into services we anticipate for each of those three major tasks: **Land Use Approval, Laydown Yard Documentation, and Laydown Yard Bidding, Construction, and Closeout**. Within those headings, we have attempted to anticipate the work needed, which includes some allowances for work which will be billed hourly, only as it is required.

Primary team members included in this proposal are SCJ Alliance, with Bob Connolly as the lead engineer for civil work, and Jeff Glander taking the lead for landscape design and documentation; Envirotech Engineering, providing the geotechnical consulting and soils report; and Williams Architecture as the team leader and coordination point, with Len Williams as the Principal Architect. Following is an outline of proposed services and related fees; additional background can be provided upon request.

Land Use Approval

Phased Master Plan review and comments
Pre-submittal meeting with City of Shelton
Conceptual design of primary buildings at full buildout, as required for Conditional Use approval
SEPA submittal
Preliminary Grading/Drainage plan
Preliminary Stormwater Drainage Design Memorandum
Preliminary conceptual Site and Building renderings
Preliminary conceptual Landscape Plan for full buildout

Land Use Approval (continued)

Conditional Use submittal
Representation at Conditional Use hearing
Site Plan Review submittal
Soils report

Proposed fee for Land Use Approval services: \$82,280

Laydown Yard Documentation

Prepare preliminary Phase 1 cost estimate
Determine grading quantities
Documents:
 Architectural Site Plan
 Clearing and Erosion Control Plan, details, and notes
 Final Site Grading and Drainage Plan
 Drainage, paving, sewer, water, landscape, and fencing detail sheet(s)
 Sewer and Water Plan and Profiles for Phase 1 work
 Final Landscape Plan (Phase 1 only)
 Irrigation System Plan (Phase 1 only)
 Required specification sections
Permit application – preparation and submittal
Permit review responses and required adjustments

Proposed fee for Laydown Yard Documentation services: \$46,990

Laydown Yard Bidding, Construction, and Closeout Support

Respond to bidder requests for information
Prepare bid addendum if required
Attend pre-construction meeting
Construction meetings and site visits
Respond to contractor requests for information
Assist with change order preparation
Punch list(s)
Prepare record drawings from contractor redlines
Prepare stormwater agreement

Proposed fee for Laydown Yard Bidding, Construction, and Closeout Support: \$16,140

Reimbursable Expenses

Allowances are included in the above proposed fixed fees for document reproduction, renderings for land use hearing if needed, meeting attendance by SCJ representatives, a preliminary traffic study (if required), comment responses by SCJ, surveying updates, and bidding, construction, and closeout support by SCJ representatives.

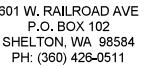
Total Proposed Fee: \$145,410

We look forward to assisting Public Works with this important project. Please feel free to call with any questions.



Williams Architecture

Len Williams, AIA, Principal Architect



PROJECT NUMBER	2021026
PROJECT TITLE	

**NEW PUBLIC WORKS FACILITY FOR:
CITY OF SHELTON
SHELTON, WASHINGTON**

REVISIONS

SHEET CONTENTS

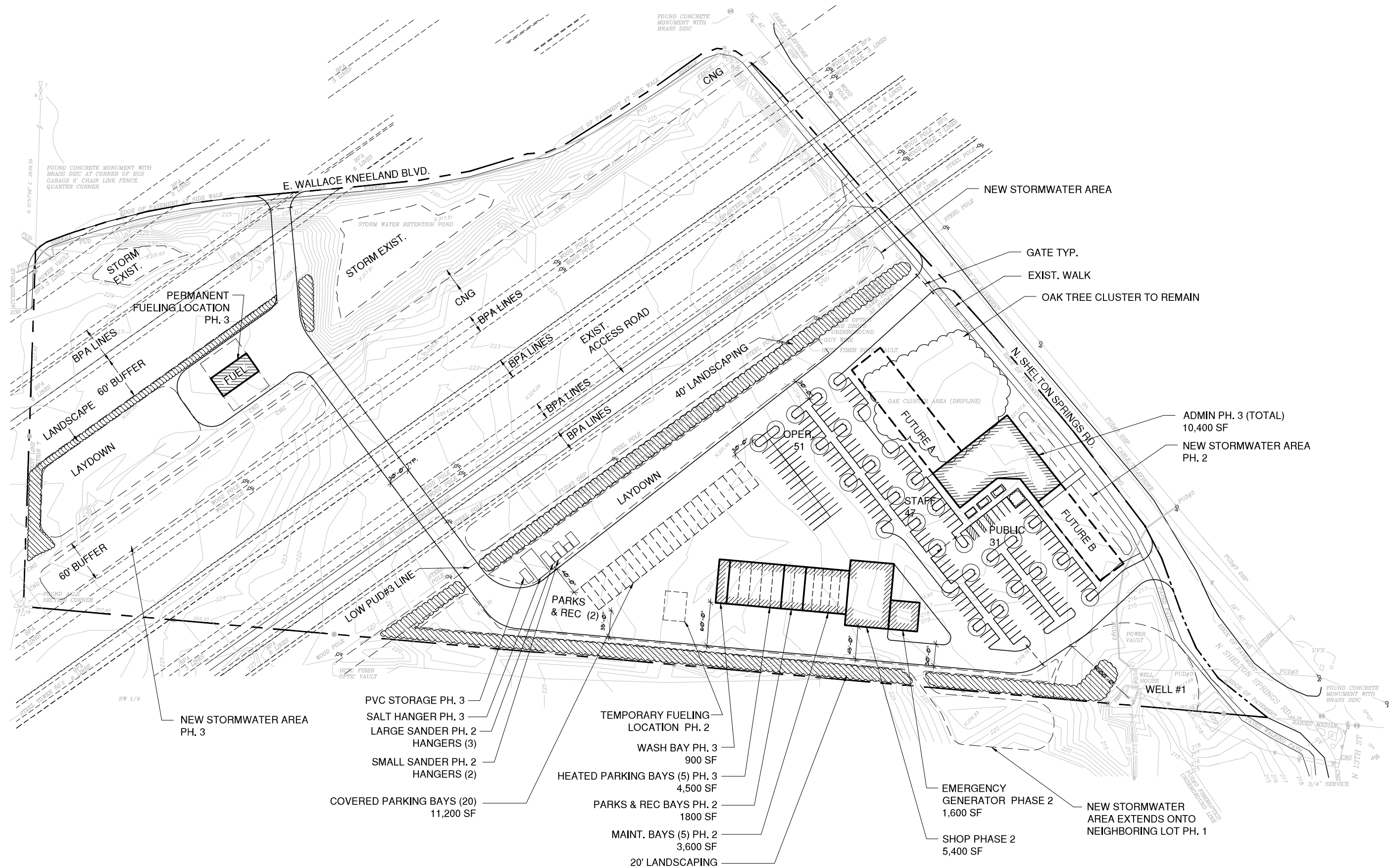
SITE PLAN

FINAL BUILDOUT

DATE	1-27-22
DRAWN BY	N.S.
CHECKED BY	L.A.W.
SHEET NUMBER	

A1

REPRODUCTION OR RE-USE OF THESE
DRAWINGS WITHOUT WRITTEN
PERMISSION OF THE ARCHITECT IS PROHIBITED.



SITE PLAN - FINAL BUILDOUT

SCALE: 1" = 60'-0"



Public Works Maintenance Yard Master Plan



June 14, 2022



HISTORY:

The City Public Works Yard has been at 1000 West Pine Street for over 75 years. The main shop and Angleside booster pump station adjacent to loop field were the primary site improvements in 1951.



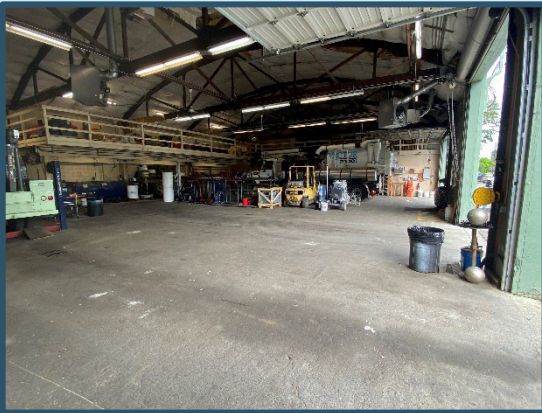
1951 Aerial Photo



2020 Aerial Photo

History: (Continued)

The current maintenance yard includes fleet repair, water operations, street operations, parks, facilities maintenance, diesel & unleaded fueling station, employee parking, fleet parking, and materials storage.



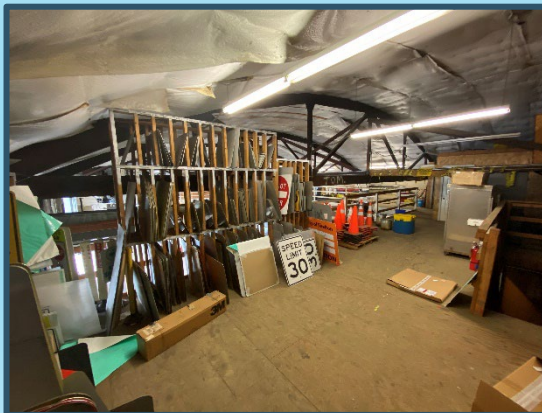
Fleet Repair & Heated Storage



Fleet & Breakroom Building



Fueling Station (2,000 gal. each)



Street Sign Shop



Sander Equipment Storage



Fleet Parking

History: (Continued)

The existing public works maintenance yard is too small and needs some maintenance updates to meet the existing needs of the City.

Currently much of the manhole and pipe materials are stored offsite at the main wastewater treatment plant. The stormdrain and wastewater conveyance system workers are housed at the wastewater treatment plant, while most of the equipment used daily is located at the maintenance yard.

City staff worked with consultants to identify a solution to the maintenance yard space issue by completing a planning stage study.

Site Options:

The planning stage study included building space needs such as: office, locker, eating, restrooms, meeting, emergency operations center, emergency power generation, work areas, sign shop, heated shop, tool storage, parts storage, covered bays, vehicle fueling, materials stockpiles, staff parking, equipment parking, and public parking. Two options were identified in the study:

Option 1: Expand the existing maintenance yard

Option 2: Construct a new maintenance yard on existing City owned property.

Below are the conclusions from the study:

CONCLUSION

- Facility has a minimum life span of 50-years.
- The minimum desired site size is 5-acres. Larger size for future growth is desirable.
- The anticipated buildings total 37,000 square feet for administrative and maintenance,
- Combines all Public Works Departments at one-facility, including Engineering, adding future expansion space at the Civic Center.
- Provide space for public use such as a conference center and walking trails.
- Save larger trees, including groves of smaller white oaks, when possible.
- New facility will be seismically capable to be immediately occupiable after a magnitude 8.0 earthquake and serve as the City Emergency operations center for all man-made and natural disasters.
- Site shall have multiple access points and be located centrally in the community.

Option 1: Expand the existing 2.6-acre maintenance yard for immediate needs. Expand to a +/-5-acre yard for future needs. The conceptual sketch below was prepared showing expansion of the existing yard to meet immediate needs.



Site Options: (Continued)

Option 1 Advantages:

- a. Cost, expansion of existing facility is the least cost option.
- b. Location to city downtown, Police Department (fueling/maintenance) & Civic Center.

Disadvantages:

- a. Requires 2.5 acres of property from Loop Field. Loop field functions would be moved to an alternative site.
- b. The \$80,000 Loop Field improvements were constructed with State/Federal grants and may require repayment.
- c. Existing buildings are not seismically reinforced. Maintenance yard and shop would most likely be not usable after a large earthquake. Future buildings would be seismic capable.
- d. Hillside above site may slide during a large rain event or earthquake.
- e. Many of the existing site improvements need repair or replacement.
- f. High groundwater table, reaches surface in areas of site in winter.

Site Options: (Continued)

Option 2: Construct a new maintenance yard on City owned property. Two sites were studied, the property north of Wells 3 & 4 on Brockdale Road site south of Island Lake, and the Shelton Springs Road site adjacent to Well 1. The Brockdale Road site is large enough but has only one existing roadway for access and is located farther from the core of the city, and last year was being considered for a residential workforce housing development project.

The Well 1 site on Shelton Spring Road was selected as the best candidate as multiple access points are available, water, sewer, power, & natural gas is readily available, and the city owned powerline easement area can be utilized for materials storage and parking.

Proposed Site:



Well 1 Site Aerial Photograph Map

Proposed Site: (Continued)

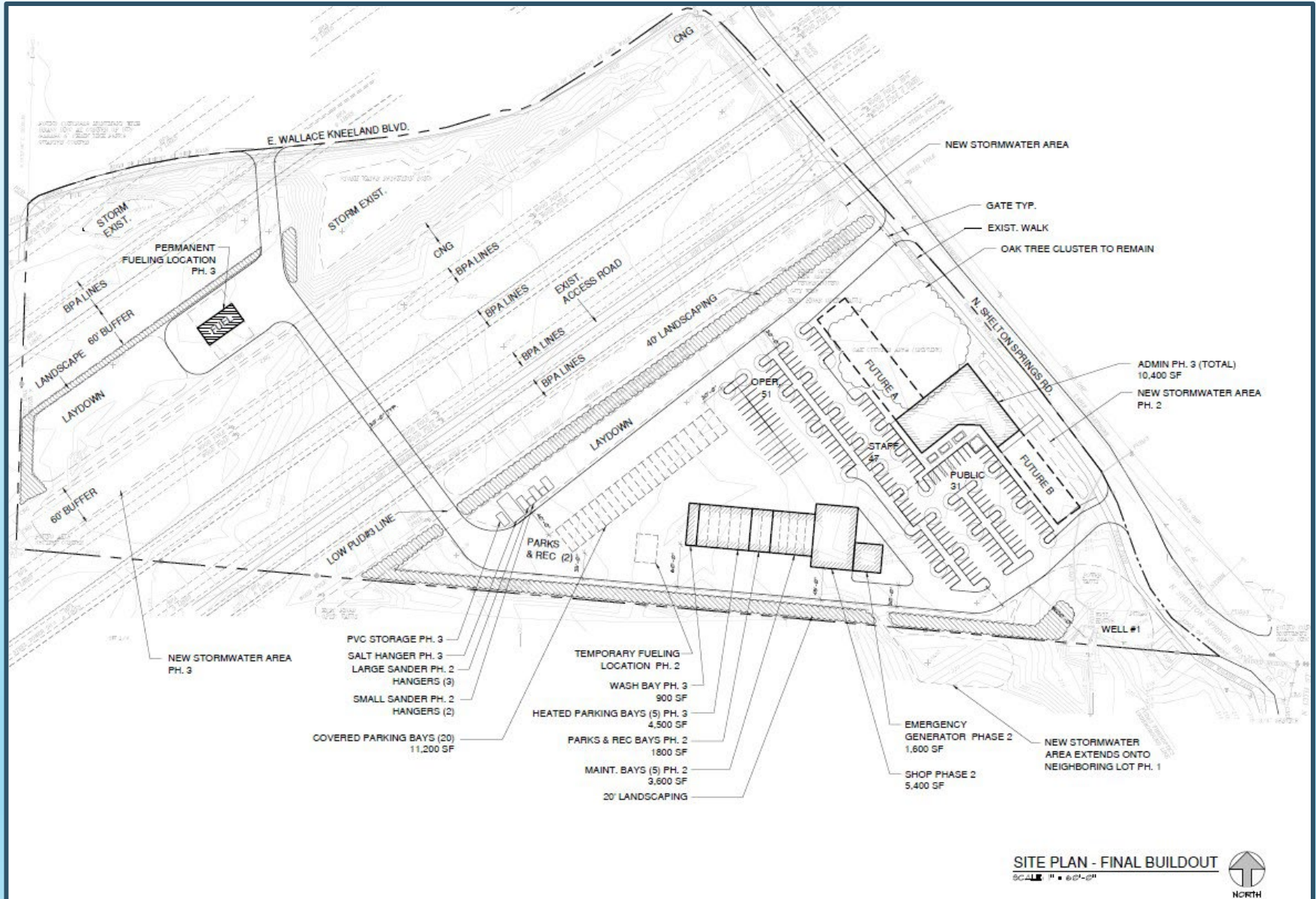
The conceptual site plan shown on the next slide was prepared by Williams Architecture over a 6-month period with review/input from the majority of Public Works Staff. The plan includes three phases of site construction:

Phase #1: Clearing, grading, gravel, fencing, stormwater, paved entry, utility stubs, and yard lighting. Complete interim improvements at existing maintenance yard.

Phase #2: Paved parking, paved & gravel equipment storage, covered storage, administration building shell with main improvements, maintenance shop, fueling, and generator.

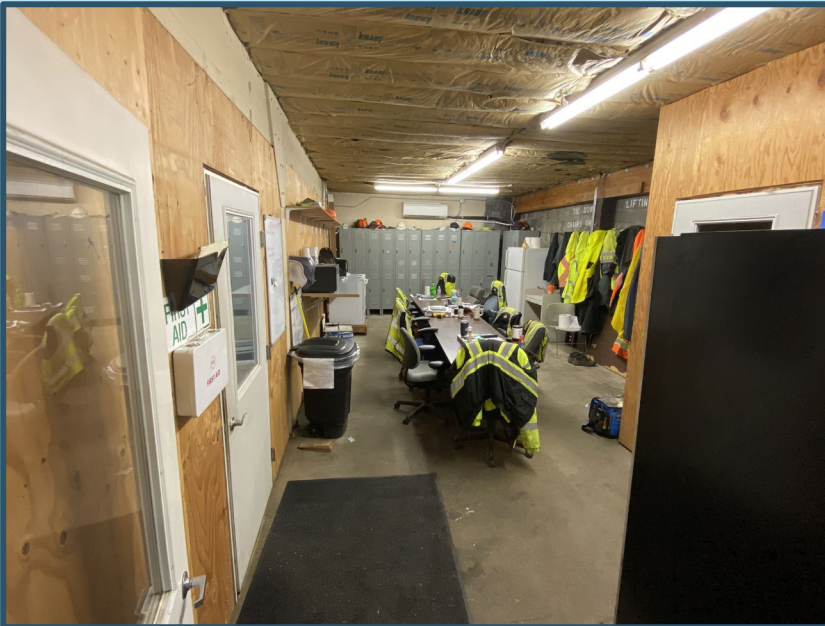
Phase #3: Complete administration building shell, complete covered storage areas, add vector dump station, add salt bins, relocate fueling to the north, add additional laydown areas, and add additional heated storage.

Proposed Site: (Continued)



Existing Site Improvements:

Over the next year it is recommended that interim improvements are completed at the existing maintenance yard such as the addition of a locker room, updates to the kitchen, meeting, and eating areas, remodeling of the existing shop restroom, and 80' of metal covered equipment storage that will relocate to the future/new maintenance yard.



Existing eating and locker room



Existing shop restroom

Project Summary

Project Costs:

<u>Phase</u>	<u>Year</u>	<u>Cost</u>	<u>Description</u>
1	2022	\$ 65,000	Ex. yard covered storage
	2022-23	\$ 60,000	Ex. yard bathroom, break & locker rms
	2022-23	\$100,000	New yard land use approval phase
	2022-23	\$80,000	New yard design/permitting phase
	2023-24	\$650,000	New yard construction
2	2027	TBD	Ph-2 design/permits
	2028	TBD	Ph-2 construction
3	2030-31	TBD	Ph-3 design & construction

Refer to Page 11 for location of the various phases of work.

Funding:

The funding required for the completion of the phases for the proposed improvements are to be split between the Water, Wastewater, Street, Storm, EM&R, Facilities, and Park funds.



For more information please contact:

Brent Armstrong
Wastewater Superintendent
City of Shelton
360-432-5180

Jay Harris,
Public Works Director
City of Shelton
360-432-5125





CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 10/18/2022
Brief Date: 11/15/2022
Action Date: 01/17/2023

Department: Parks, Recreation and Facilities
Presented By: Mark Ziegler

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:



Ordinance

☒ Dept. Head

Park and Open Space Requirements
for Residential Subdivisions



Resolution

☐ Finance Director

ATTACHMENTS:

☒ Attorney

Ordinance No. 1994-0922



Motion

☒ City Clerk



Other

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Current Shelton Municipal Code language is vague as to the specific standards to provide parks and open space for residential subdivisions. Through the Washington State Environmental Policy Act the City is required to review and assess the impacts of development and require mitigation of such impacts. These impacts are often seen in traffic, utilities, and environmental concerns, but parks and open space are also impacted as residential growth occurs. As this growth occurs the City and Park District are not able to meet the adopted standards without supplemental funding and/or requiring the mitigation from developers.

The proposed revisions better align with the adopted Parks, Recreation, Open Space, and Trails Plan. Codifying the 5 acres per 1,000 residential standard and the typical improvements that would be seen in neighborhood parks provide for certainty to the developers and City alike. The newly created parks would typically be operated and managed through a Homeowners Association.

ANALYSIS/OPTIONS/ALTERNATIVES:

None

BUDGET/FISCAL INFORMATION:

None

PUBLIC INFORMATION REQUIREMENTS:

SEPA determination and Washington State Dept. of Commerce 60-day review.

STAFF RECOMMENDATION/MOTION:

"I move to adopt Ordinance No. 1994-0922 amending parks and recreation open space area requirements for residential subdivisions."

ORDINANCE NO. 1994-0922

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON AMENDING SECTIONS 19.16.040 AND 19.27.010 OF THE SHELTON MUNICIPAL CODE RELATING TO PARK AND OPEN SPACE AREA REQUIREMENTS FOR RESIDENTIAL SUBDIVISIONS

WHEREAS, RCW 58.17.110 requires property owners who subdivide their land to make adequate provision for parks and recreation; and

WHEREAS, clearer standards are needed to establish what will satisfy the requirement to make adequate provision for parks and recreation; and

WHEREAS, the City is required to plan under Chapter 36.70A RCW, the Growth Management Act; and

WHEREAS, this ordinance is consistent with the City's Parks, Recreation, Open Space and Trails Plan, which is an element of the City's Comprehensive Plan; and

WHEREAS, in accordance with RCW 36.70A.106 and WAC 365-196-630, a notice of intent to adopt the proposed new development regulations was sent to the State of Washington Department of Commerce and to other state agencies on November 9, 2022 to allow for a sixty-day review and comment period, which comment period ended prior to adoption of this ordinance; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21CRCW), pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (DNS) was issued on December 29, 2022; and

WHEREAS, the Parks and Recreation Citizens Advisory Committee was briefed on the proposed code amendment on September 10, 2022 and approved a motion supporting adoption of the proposed amendments; and

WHEREAS, the City Council reviewed the proposed code amendment at the November 15, 2022 City Council meeting; and

WHEREAS, the proposed code amendments were approved by the City Council on January 17, 2023; and

WHEREAS, the City Council finds that the provisions of this ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHELTON, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 19.16.040C(18) of the Shelton Municipal Code is hereby amended and is to read as follows:

18. Provisions for Parks and Open Space. The subdivider shall make adequate provision for playgrounds, parks, and recreation. This shall be demonstrated by including a minimum amount of park space equivalent to five acres per 1,000 residents to reside in the subdivision, based on the average family size as indicated in the most recent census. The preliminary plat shall show the location, size, and proposed improvements of all park facilities to be included in the plat. The first up to two acres of park space must

be designated for active recreation uses such as playgrounds, sport courts, fields sufficient in size to allow for sports and active play, community gardens, and multi-use trails meeting WSDOT standards. If a subdivider is required, due to the number of residents in the subdivision, to designate more than two acres, the remainder of the designated area may, at the subdivider's option, be designated for active recreation or for passive recreational uses like walking, hiking, picnicking, and birdwatching. Parkland proposed for passive recreational uses shall include usable features such as unpaved trails, picnic tables, and/or landscaped areas with benches.

All parks and open space areas proposed for active use shall be located in an accessible and usable portion of the site (not within waterways, steep slopes, wetlands, or other critical areas, except as allowed by SMC Chapter [21.64](#)) and be of adequate size, slope, and dimensions to provide usable amenities. Parks shall be owned in common and managed by a homeowners' association (or equivalent body), provided that upon mutual agreement of the subdivider and the City of Shelton, ownership and maintenance responsibility may be assumed by the City.

Section 2. Section 19.27.010 of the Shelton Municipal Code is hereby amended and is to read as follows:

19.27.010 Compliance with city parks and recreation standards.

As a condition of receiving final plat approval, the park improvements identified on the plat map pursuant to SMC 19.16.040(C)(18) shall be fully constructed or bonded consistent with RCW 58.17.130.

Section 3.

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

INTRODUCED the 15th day of November 2022.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 17th day of January 2023.

Passed this _____ day of _____ 2023.

Eric Onisko, Mayor

AUTHENTICATED:

Donna Nault, City Clerk



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F2)

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 approve Resolution No. 1254-1222 as presented".

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.

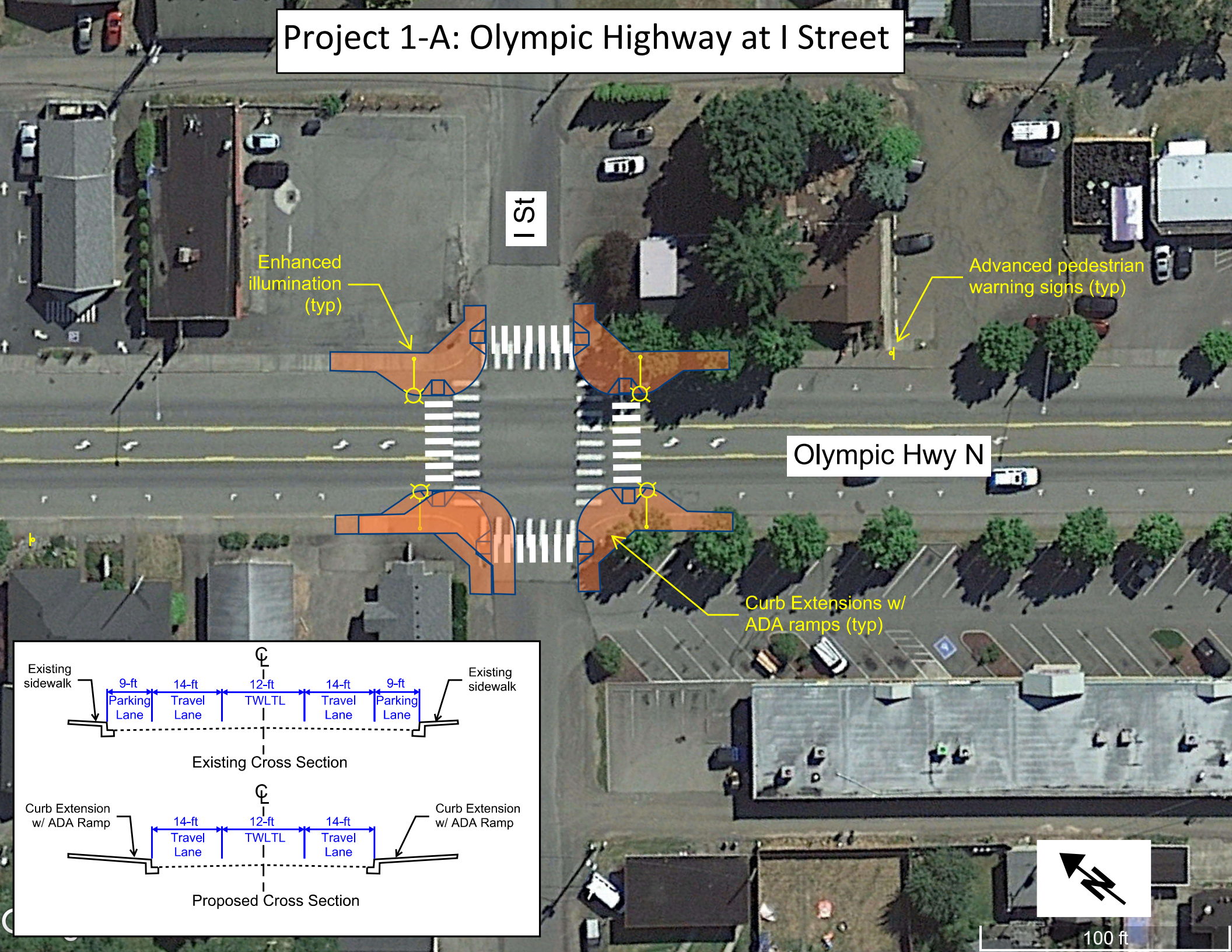
Passed by the City Council at its regular meeting held on the 17th day of January 2023.

Mayor Onisko

ATTEST:

City Clerk Nault

Project 1-A: Olympic Highway at I Street

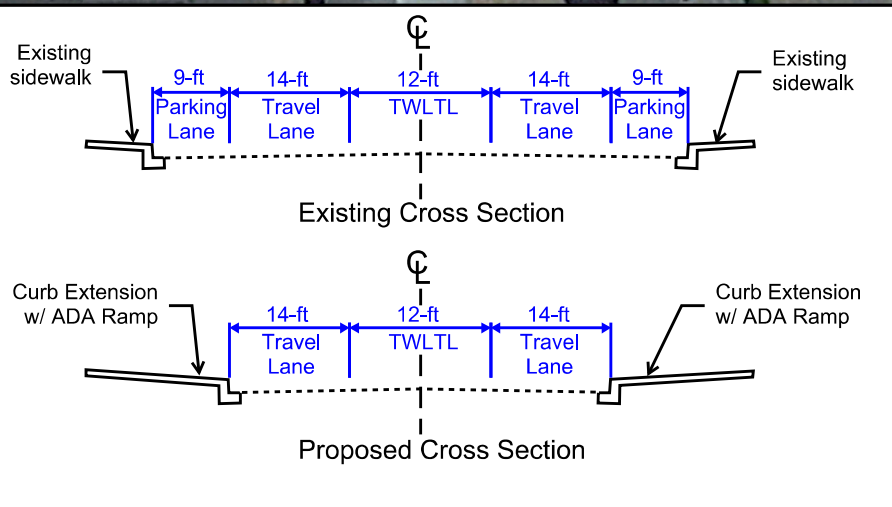


Enhanced illumination (typ)

Advanced pedestrian warning signs (typ)

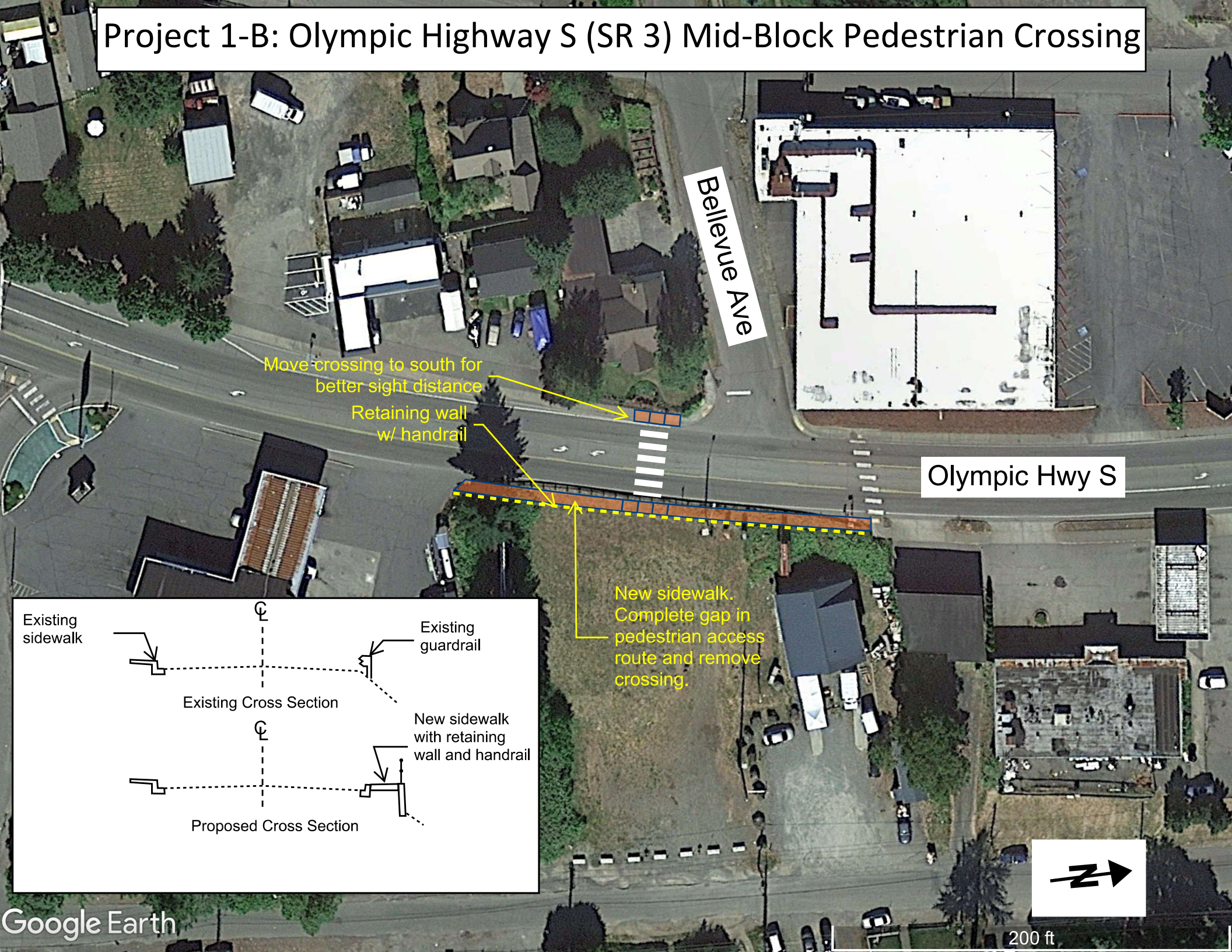
Olympic Hwy N

Curb Extensions w/ ADA ramps (typ)



100 ft

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



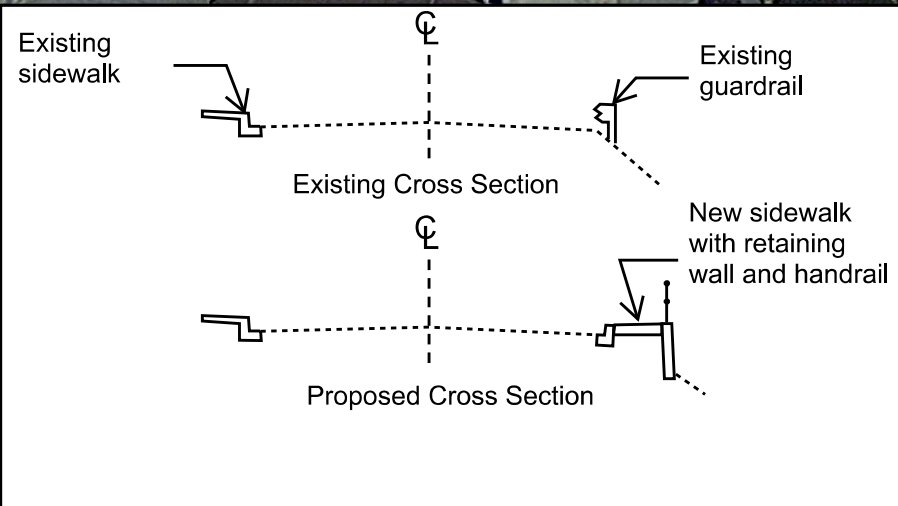
Bellevue Ave

Olympic Hwy S

Move crossing to south for better sight distance

Retaining wall w/ handrail

New sidewalk. Complete gap in pedestrian access route and remove crossing.



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

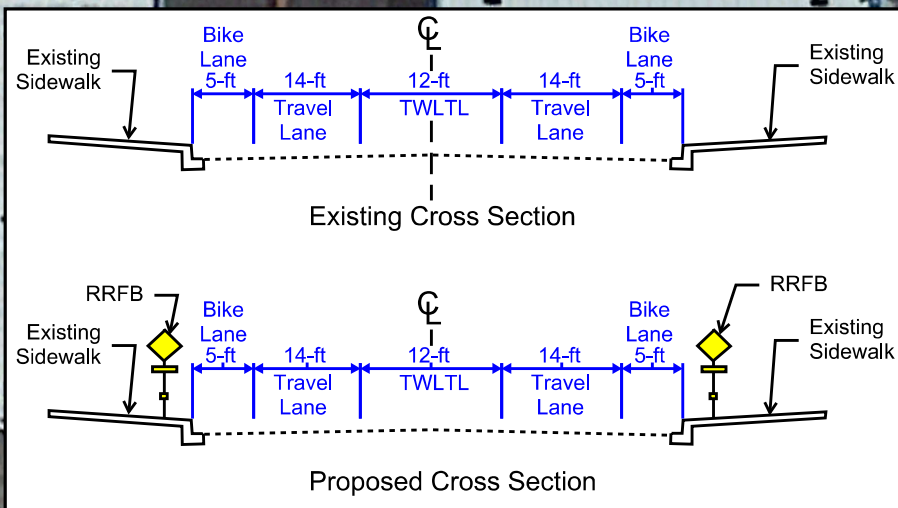
-Evaluate existing traffic signal and intersection operations at W Railroad Avenue/7th Street to assess potential protect left-turn phasing (not shown).

-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



100 ft

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 F3)

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
- RH2 recommendation for award with Bid Tabulation
- 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 approve Resolution No. 1255-1222 as presented".*

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.



OVERALL TRAFFIC CONTROL PLAN
1" = 300'

LEGEND	
	CLASS A CONSTRUCTION SIGN
	CHANNELIZING DEVICE
	PROTECTIVE VEHICLE
	FLAGGER
	SINGLE-LANE CLOSURE FOR MULTI-LANE ROADWAYS



W20-1
48" x 48"
1



W20-4
48" x 48"
2



W20-7B
48" x 48"
3



W20-7A
48" x 48"
4



SIGNED: 06/12/2022



SIGNED: 06/12/2022

CITY OF SHELTON
BROCKDALE ROAD
RESURFACING PROJECT

TRAFFIC CONTROL PLAN OVERVIEW

NUMBER	DATE	BY	DESCRIPTION
1	06/12/2022	GR	REVISIONS
2			
3			
4			
5			
6			
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11			
12			
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27			
28			
29			
30			

SCALE SHOWN

DRAWING IS FULL SCALE WHEN SHOWN HEREIN

DWG NO: TC01 SHEET NO: 10 OF 11



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

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 approve Resolution No. 1256-1222 as presented".*

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 Rate</u>	<u>Overhead @ 195.10%</u>	<u>Profit @ 26.70%</u>	<u>Rate 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 F5)

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 authorize City Manager Niten to sign the updated inter-local agreement with Mason County Sheriff's Office for jail services".

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:

Ryan Spurling, Sheriff
Mason County Sheriff's Office

Tim Whitehead, Chief Deputy Prosecuting
Attorney
CITY OF SHELTON, WASHINGTON

DATE: _____

Jeff Niten, City Manager

Attest:

Donna Nault, 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 F6)

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

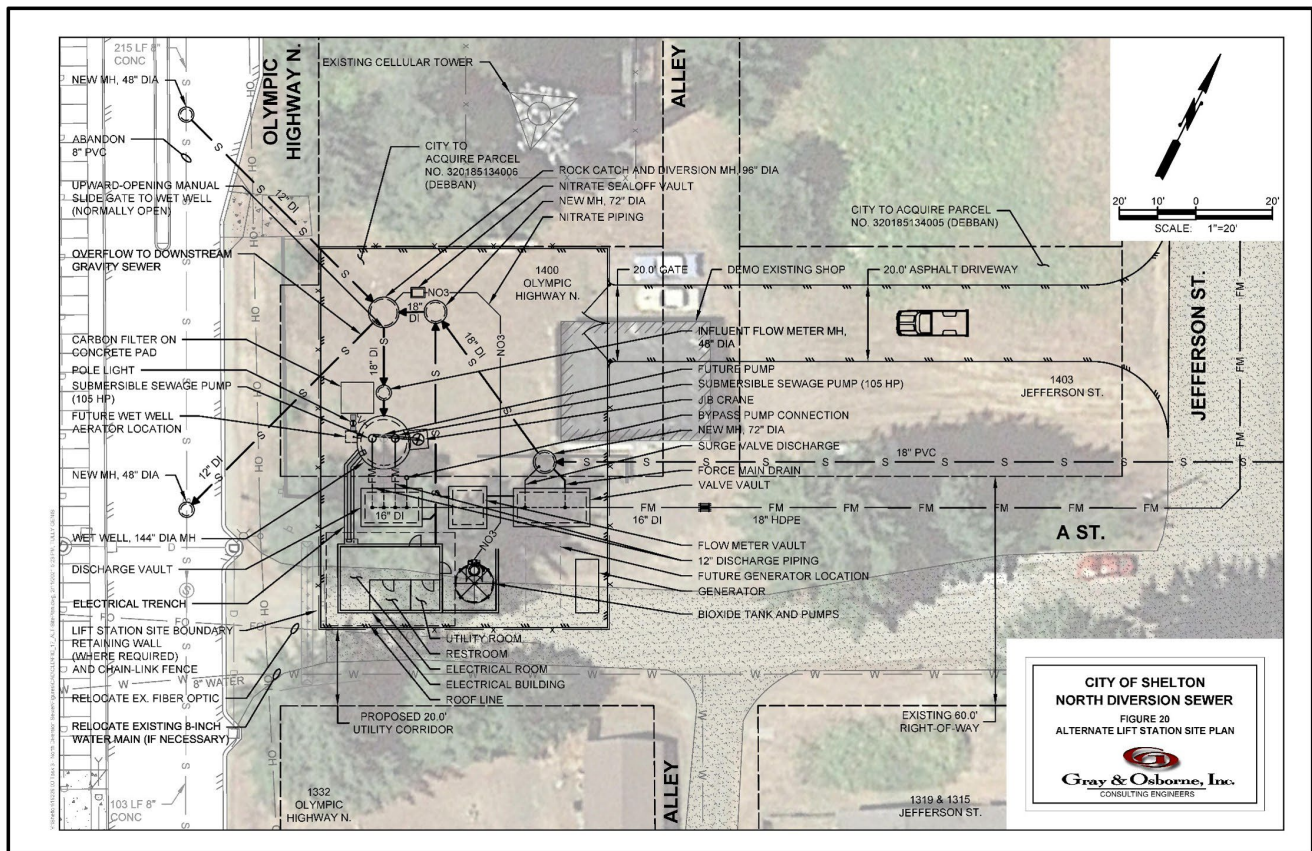


Figure 2: North Diversion Sewer Lift Station Conceptual Plan

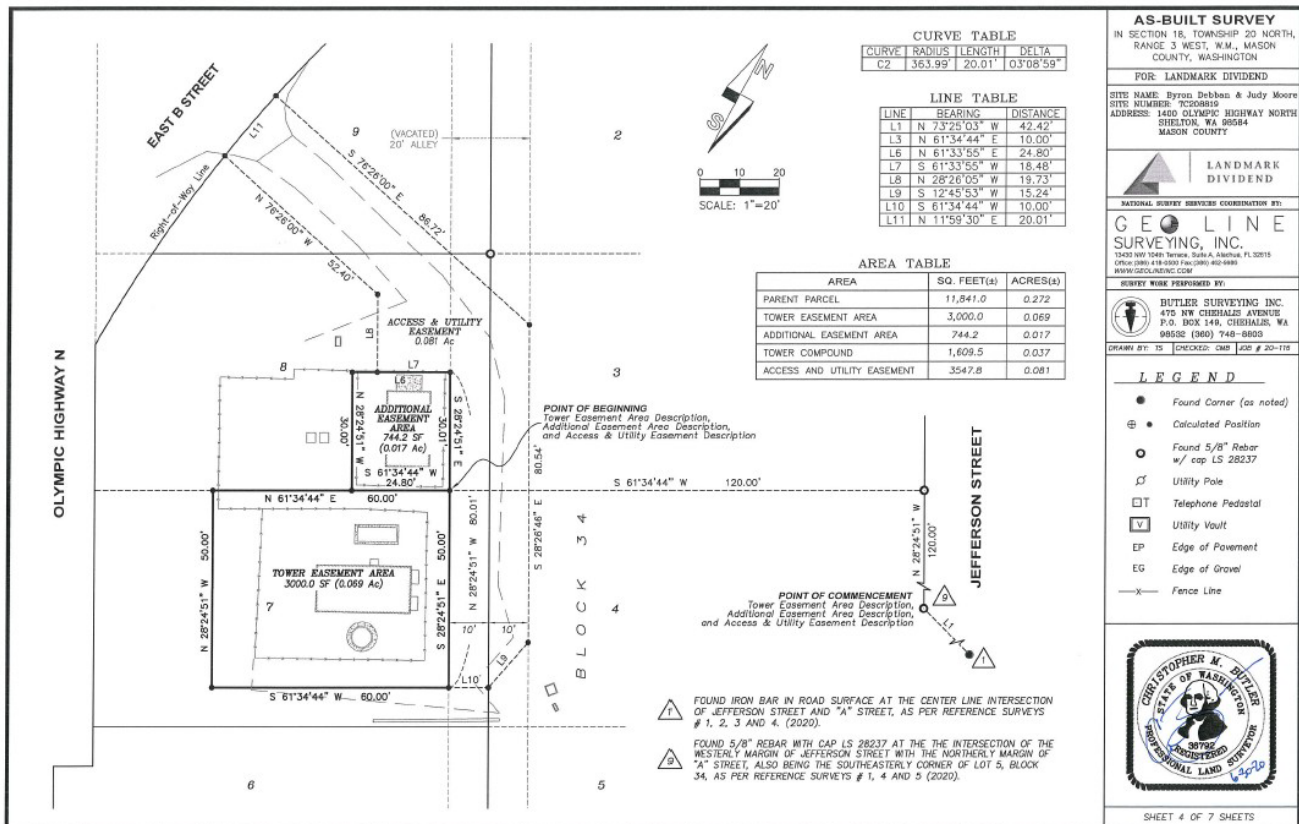


Figure 3: Cell Tower and Access Easement Lease Agreement Sketch.

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 approve Resolution No. 1259-1222 as presented"*.

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: ~~20~~ 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

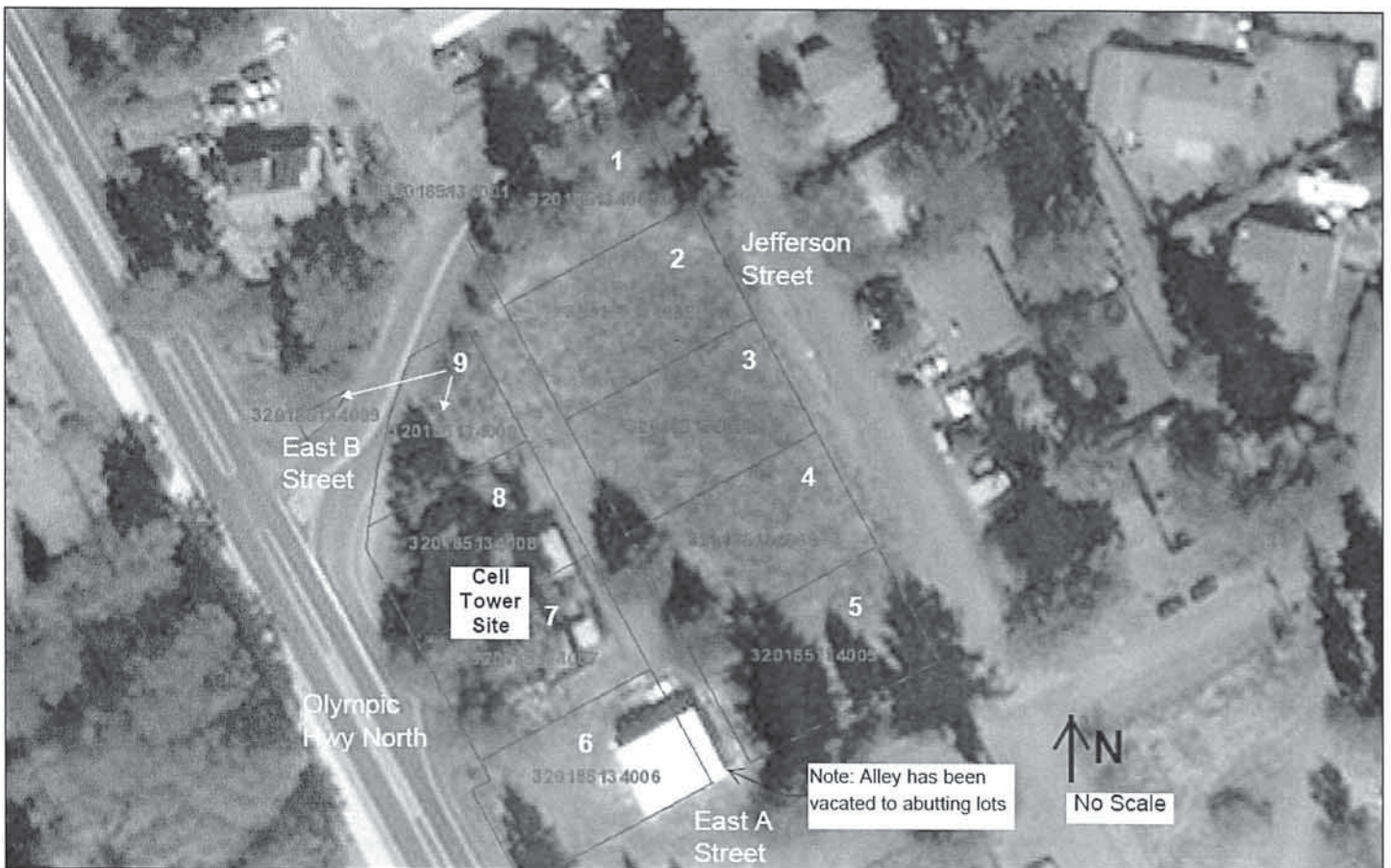


EXHIBIT B

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

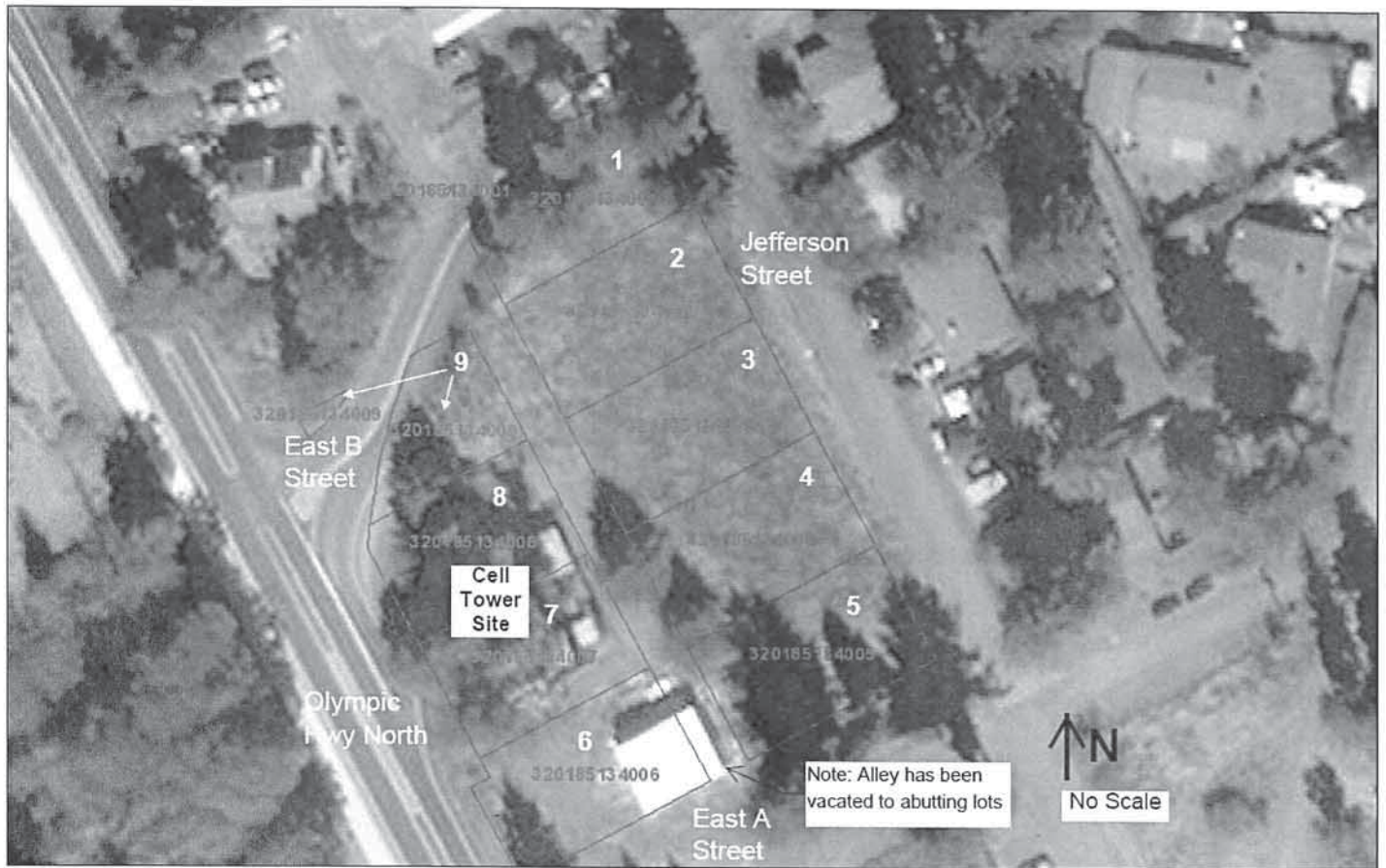


EXHIBIT B

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