



Shelton City Council  
Meeting Agenda  
July 18, 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 108510 through 108558 in the total amount of \$283,708.28
2. Payroll warrants numbered 3942 through 3944 and 10927 through 10964 and 10965 through 11070. Warrants 108492 through 108509 in the amount of \$905,701.71

**D. Presentations**

1. May Financial Status Report – Presented by Finance Director Mike Githens

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

1. Public Hearing – Ordinance No. 2009-0623 Amending SMC-Title 2 – Presented by City Manager Mark Ziegler
2. Resolution No. 1276-0623 Agreement with Cascade Pacific Action Alliance – Presented by City Manager Mark Ziegler
3. Resolution No. 1277-0723 Appointment of Deputy Hearings Examiner – Presented by Community & Economic Development Director Jae Hill

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

1. Resolution No. 1274-0623 Civic Center Parking Lot Final Acceptance – Presented by Public Works Director Jay Harris
2. Ordinance No. 2006-0523 Intent to Vacate 5<sup>th</sup> Street-Grove Street to Cota Street – Presented by Public Works Director Jay Harris
3. Ordinance No. 2008-0623 Repealing & Re-adopting Ch. 2.56-Relating to the Police Department – Presented by City Manager Mark Ziegler
4. Resolution No. 1275-0623 Approval of City Manager Contract – Presented by City Manager Mark Ziegler

**G. Administration Reports**

1. City Manager Report

**H. 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.*

**I. New Items for Discussion**

**J. Announcement of Next Meeting – August 1, 2023 at 6:00 p.m.**

**K. 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](mailto: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. 7/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>FCS Group - Utility Rate Study</li> </ul>	Packet Items Due: 7/21 @ noon
Tues. 8/1 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes Presentation</li> <li>Cinco Rocks LTAC Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Ordinance No. 2009-0623 Amending SMC – Title 2</li> <li>Resolution No. 1276-0623 Agreement with Cascade Pacific Action Alliance</li> <li>Resolution No. 1277-0723 Appointment of Deputy Hearings Examiner</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 7/21 @ 5:00 p.m.
Tues. 8/8 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Engineering Street Standards Update</li> </ul>	Packet Items Due: 8/4 @ noon
Tues. 8/15 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes Presentation</li> <li>Forest Festival LTAC Report</li> <li>June Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Civic Center Rotating Art Gallery</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 8/4 @ 5:00 p.m.
Tues. 8/22 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>2024 Budget Discussion</li> </ul>	Packet Items Due: 8/18 @ noon
Tues. 9/5 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes Presentation</li> <li></li> </ul> Business Agenda <ul style="list-style-type: none"> <li>Public Hearing Ordinance No. 2003-0523 Adoption of 2021 International Fire Code</li> <li>Public Hearing Ordinance No. 2004-0523 Adoption of 2021 International Building Code</li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 8/25 @ 5:00 p.m.

		Administration Report •	
Tues. 9/12 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 9/8 @ noon
Tues. 9/19 5:45 p.m.	SMPD Meeting	Consent Agenda • Vouchers/Meeting Minutes Business Agenda • Action Agenda • Administration Report •	Packet Items Due: 9/8 @ 5:00 p.m.
Tues. 9/19 6:00 p.m.	Regular Meeting	Consent Agenda • Vouchers/Payroll Warrants/Meeting Minutes Presentation • July Financial Status Report Business Agenda • Action Agenda • Ordinance No. 2003-0523 Adoption of 2021 International Fire Code • Ordinance No. 2004-0523 Adoption of 2021 International Building Code Administration Report •	Packet Items Due: 9/8 @ 5:00 p.m.
Tues. 9/26 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 9/22 @ noon
Tues. 10/3 6:00 p.m.	Regular Meeting	Consent Agenda • Vouchers/Payroll Warrants/Meeting Minutes Presentation • Business Agenda • Action Agenda • Administration Report •	

Other – TBD

- Water and Sewer Fee Schedule Revisions (Ordinance removing rates from SMC)
- Public Hearing Ordinance No. 1990-0522 Amending SMC 17.12
- FCS Group Preliminary Water & Sewer Rate Presentation
- Project and Funding Authorization for Wallace/Shelton Springs Intersection Improvements
- Property Maintenance Code



## 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 108510 through number 108558 in the total amount of \$283,708.28 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 7th of July, 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

# Check Register

Packet: APPKT02801 - JULY 7, 2023 AP 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	07/07/2023	Regular	0.00	1,300.00	108510
VEN02368	ANASTASIA BLAKLEY	07/07/2023	Regular	0.00	37.50	108511
002520	ARAMARK	07/07/2023	Regular	0.00	137.53	108512
VEN02452	BARRETT, MICHAEL SCOTT	07/07/2023	Regular	0.00	400.00	108513
004385	BLACK STAR	07/07/2023	Regular	0.00	97.92	108514
098000	BUILDERS FIRSTSOURCE	07/07/2023	Regular	0.00	43.64	108515
005900	CAPITAL BUSINESS MACHINES	07/07/2023	Regular	0.00	430.40	108516
009351	DELAGE LANDEN FINANCIAL SVCS	07/07/2023	Regular	0.00	486.36	108517
VEN02052	ESRI-ENVIRONMENTAL SYSTEMS RE	07/07/2023	Regular	0.00	530.94	108518
023078	FASTENAL COMPANY	07/07/2023	Regular	0.00	598.19	108519
159001	FERGUSON ENTERPRISES LLC #3325	07/07/2023	Regular	0.00	173.86	108520
023500	FERGUSON ENTERPRISES, INC.	07/07/2023	Regular	0.00	67.96	108521
VEN01406	FERGUSON WATERWORKS	07/07/2023	Regular	0.00	75.93	108522
080980	GILLIARDI LOGGING & CONSTRUCTI	07/07/2023	Regular	0.00	122.20	108523
040960	GRAINGER	07/07/2023	Regular	0.00	811.55	108524
044700	GUARDIAN SECURITY SYSTEM	07/07/2023	Regular	0.00	59.85	108525
VEN02140	HAGGARD & GANSON LLP	07/07/2023	Regular	0.00	4,814.00	108526
053992	HOOD CANAL COMMUNICATIONS	07/07/2023	Regular	0.00	5,355.61	108527
064940	J & I POWER EQUIPMENT INC	07/07/2023	Regular	0.00	1,225.25	108528
081000	KENNETH J. DOBIE	07/07/2023	Regular	0.00	837.71	108529
085995	LANGUAGE LINE SERVICES	07/07/2023	Regular	0.00	89.74	108530
194000	LEROY T. VALLEY	07/07/2023	Regular	0.00	52.00	108531
109750	MASON COUNTY DISTRICT COURT	07/07/2023	Regular	0.00	50.00	108532
113000	MASON COUNTY TREASURER	07/07/2023	Regular	0.00	20,000.00	108533
114350	MASON GENERAL HOSPITAL	07/07/2023	Regular	0.00	92.34	108534
VEN02330	MILES RESOURCES LLC	07/07/2023	Regular	0.00	231,933.77	108535
132235	MOUNTAIN MIST WATER	07/07/2023	Regular	0.00	96.60	108536
142300	NISQUALLY INDIAN TRIBE	07/07/2023	Regular	0.00	27.81	108537
142952	NORTH CENTRAL LABORATORIES	07/07/2023	Regular	0.00	1,445.59	108538
VEN01351	OSCAR MATIAS PABLO	07/07/2023	Regular	0.00	420.00	108539
151000	P. U. D. # 3	07/07/2023	Regular	0.00	84.69	108540
153500	PACIFIC LAMP & SUPPLY CO	07/07/2023	Regular	0.00	522.28	108541
VEN02451	PACIFIC MEDTECHS, INC	07/07/2023	Regular	0.00	495.05	108542
VEN02051	POINT EMBLEMS, LLC	07/07/2023	Regular	0.00	144.68	108543
163450	PURCHASE POWER	07/07/2023	Regular	0.00	770.70	108544
187000	SHELTON-MASON COUNTY JOURNA	07/07/2023	Regular	0.00	248.00	108545
196341	STEVEN R. BUZZARD	07/07/2023	Regular	0.00	187.50	108546
201300	TOZIER BROS INC.	07/07/2023	Regular	0.00	309.99	108547
201875	TYLER TECHNOLOGIES	07/07/2023	Regular	0.00	700.00	108548
201957	ULINE	07/07/2023	Regular	0.00	696.52	108549
202308	USABUEBOOK	07/07/2023	Regular	0.00	999.82	108550
VEN01846	USSA WASHINGTON STATE	07/07/2023	Regular	0.00	390.00	108551
202392	VERIZON WIRELESS	07/07/2023	Regular	0.00	4,737.90	108552
VEN01983	WA LAW ENFORCEMENT INFORMA	07/07/2023	Regular	0.00	50.00	108553
VEN02437	WALTER E NELSON CO OF WESTERN	07/07/2023	Regular	0.00	589.84	108554
VEN01411	WASH STATE PATROL	07/07/2023	Regular	0.00	50.00	108555
203780	WATER MGMNT LABORATORIES INC	07/07/2023	Regular	0.00	410.00	108556
053987	WESTBAY NAPA AUTO PARTS	07/07/2023	Regular	0.00	494.52	108557

Check Register

Packet: APPKT02801-JULY 7, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	07/07/2023	Regular	0.00	12.54	108558

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	78	49	0.00	283,708.28
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
	78	49	0.00	283,708.28

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2023	283,708.28
			283,708.28 ✓



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Bank Code: APBNK-Main-APBNK-Main						
VEN02297	ALDO WAYKAN	07/07/2023	Regular	0.00	1,300.00	108510
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
JAN-MAR2023REI	Invoice	07/07/2023	REISSUE APA002417	0.00	1,300.00	
001-112-000-51251-4106		Interpreter Expenses	22 - ITC		1,300.00	
VEN02368	ANASTASIA BLAKLEY	07/07/2023	Regular	0.00	37.50	108511
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
204	Invoice	06/28/2023	00075 REYES, MOLINA	0.00	37.50	
001-122-000-51593-4101		LEGAL - OPD Grant Public		00075 REYES, MOLINA	37.50	
002520	ARAMARK	07/07/2023	Regular	0.00	137.53	108512
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120239544	Invoice	05/10/2023	ACCT#792105973 COVERALLS,MATS,TOW	0.00	65.71	
402-400-000-53580-4900		Miscellaneous		ACCT#792105973 COVERA	65.71	
5120269877	Invoice	06/28/2023	ACCT#792105972 COVERALLS,MATS,TOW	0.00	71.82	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT#792105972 COVERA	71.82	
VEN02452	BARRETT, MICHAEL SCOTT	07/07/2023	Regular	0.00	400.00	108513
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
BAILREFUNDJUN	Invoice	06/29/2023	BAILREFUNDJUN2023	0.00	400.00	
657-000-000-58600-0010		Municipal Court Trust		BAILREFUNDJUN2023	400.00	
004385	BLACK STAR	07/07/2023	Regular	0.00	97.92	108514
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
27048	Invoice	06/28/2023	ADOPT A PARK SIGNS	0.00	97.92	
001-141-000-57680-3100		Office and Operating		ADOPT A PARK SIGNS	97.92	
098000	BUILDERS FIRSTSOURCE	07/07/2023	Regular	0.00	43.64	108515
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
87516320	Invoice	06/26/2023	ACCT#671668 HAMMER BITS	0.00	18.49	
402-400-000-53580-3100		Office and Operating		ACCT#671668 HAMMER BI	18.49	
87533335	Invoice	06/28/2023	CUST#20090 SOLID BLOCK	0.00	25.15	
401-000-000-53480-3100		Office and Operating		CUST#20090 SOLID BLOCK	25.15	
005900	CAPITAL BUSINESS MACHINES	07/07/2023	Regular	0.00	430.40	108516
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV151870	Invoice	05/09/2023	CONTRACT# CN3230-01	0.00	430.40	
001-111-000-51423-4500		Operating Rentals		CONTRACT# CN3230-01	258.24	
001-130-000-51810-4500		Operating Rentals		CONTRACT# CN3230-01	172.16	
009351	DELAGE LANDEN FINANCIAL SVCS	07/07/2023	Regular	0.00	486.36	108517
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
80183175	Invoice	06/24/2023	CONTRACT#500-50265514	0.00	162.12	
402-700-000-59135-7001		Long Term Lease - Sewer		CONTRACT#500-50265514	162.12	
80183201	Invoice	06/24/2023	CONTRACT#500-50499914	0.00	162.12	

## Check Register

Packet: APPKT02801-JULY 7, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
401-250-000-59134-7001		Long Term Lease - Water	CONTRACT#500-50499914		162.12	
80220937	Invoice	06/24/2023	CONTRACT#500-50493254	0.00	162.12	
401-250-000-59134-7001		Long Term Lease - Water	CONTRACT#500-50493254		162.12	
VEN02052	ESRI-ENVIRONMENTAL SYSTEMS RE	07/07/2023	Regular	0.00	530.94	108518
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
94499459	Invoice	06/05/2023	CUST#641148 ARCGIS	0.00	530.94	
001-115-000-51895-4802		Facility Engr-Repairs & M		CUST#641148 ARCGIS	132.74	
001-115-000-51896-4802		Plans/Engr-Repairs & Mnt		CUST#641148 ARCGIS	132.74	
001-140-000-55850-4802		Bldg/Plans-Repairs & Mnt		CUST#641148 ARCGIS	132.72	
001-140-000-55860-4802		Planning-Repairs & Mntn		CUST#641148 ARCGIS	132.74	
023078	FASTENAL COMPANY	07/07/2023	Regular	0.00	598.19	108519
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM214608	Invoice	06/29/2023	CUST#WATUM1961 MISC SUPPLIES	0.00	461.63	
401-000-000-53480-3100		Office and Operating		CUST#WATUM1961 MISC	461.63	
WATUM214609	Invoice	06/30/2023	CUST#WATUM1147 PLUG	0.00	14.21	
401-000-000-53480-3100		Office and Operating		CUST#WATUM1147 PLUG	14.21	
WATUM215103	Invoice	06/29/2023	CUST#WATUM1962 MISC SUPPLIES	0.00	122.35	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 MISC	122.35	
159001	FERGUSON ENTERPRISES LLC #3325	07/07/2023	Regular	0.00	173.86	108520
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0240660	Invoice	06/22/2023	CUST#1143 MISC	0.00	173.86	
401-000-000-53480-3100		Office and Operating		CUST#1143 MISC	173.86	
023500	FERGUSON ENTERPRISES, INC.	07/07/2023	Regular	0.00	67.96	108521
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1666943	Invoice	06/28/2023	CUST#146629 CLAMP	0.00	12.21	
402-400-000-53580-3100		Office and Operating		CUST#146629 CLAMP	12.21	
1667526	Invoice	06/28/2023	CUST#146629 MISC	0.00	55.75	
402-400-000-53580-3100		Office and Operating		CUST#146629 MISC	55.75	
VEN01406	FERGUSON WATERWORKS	07/07/2023	Regular	0.00	75.93	108522
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SC253	Invoice	06/30/2023	CUST#2545 SERVICE CHARGE	0.00	75.93	
401-000-000-53480-3100		Office and Operating		CUST#2545 SERVICE CHAR	37.97	
402-400-000-53580-3100		Office and Operating		CUST#2545 SERVICE CHAR	37.96	
080980	GILLIARDI LOGGING & CONSTRUCTI	07/07/2023	Regular	0.00	122.20	108523
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16970REISSUE	Invoice	07/07/2023	REISSUE APA002438	0.00	122.20	
401-000-000-53480-3100		Office and Operating		REISSUE APA002438	122.20	
040960	GRAINGER	07/07/2023	Regular	0.00	811.55	108524
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9740224184	Invoice	06/15/2023	ACCT#839177342 SPILL KIT	0.00	811.55	
503-300-000-59448-6400		Equipment/Vehicles	23-NEWEQUIP - EM&	ACCT#839177342 SPILL KI	811.55	
044700	GUARDIAN SECURITY SYSTEM	07/07/2023	Regular	0.00	59.85	108525

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1377889</u>	Invoice	07/01/2023	CUST#313901 AUGUST 2023	FIRE ALARM	0.00	59.85
<u>001-142-000-57250-4100</u>		Professional Services/Adv		CUST#313901 AUGUST 20		59.85
VEN02140	HAGGARD & GANSON LLP	07/07/2023	Regular	0.00	4,814.00	108526
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>395</u>	Invoice	07/01/2023	SHELT.001E GENERAL COUNSEL		0.00	4,814.00
<u>001-122-000-51541-4100</u>		Professional Services/Adv		SHELT.001E GENERAL COU		4,814.00
053992	HOOD CANAL COMMUNICATIONS	07/07/2023	Regular	0.00	5,355.61	108527
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>10840679</u>	Invoice	07/01/2023	ACCT#00003840-2		0.00	1,087.31
<u>001-119-000-52250-4200</u>		Communication		ACCT#00003840-2		102.57
<u>001-120-000-51310-4200</u>		Communication		ACCT#00003840-2		0.12
<u>001-130-000-51810-4200</u>		Communication		ACCT#00003840-2		41.26
<u>001-140-000-55430-4200</u>		Communication - Animal		ACCT#00003840-2		32.64
<u>001-142-000-51890-4215</u>		Communication-Civic Cen		ACCT#00003840-2		807.91
<u>401-000-000-53480-4201</u>		Communication - Shop		ACCT#00003840-2		102.69
<u>402-400-000-53580-4200</u>		Communication		ACCT#00003840-2		0.12
<u>10840729</u>	Invoice	07/01/2023	ACCT#00017664-7		0.00	4,268.30
<u>001-132-000-51888-4200</u>		Communication		ACCT#00017664-7		702.80
<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		1,720.00
064940	J & I POWER EQUIPMENT INC	07/07/2023	Regular	0.00	1,225.25	108528
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>729280</u>	Invoice	06/26/2023	CUST#15090 OIL/FUEL FILTER, ASSY ELEM		0.00	68.95
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#15090 OIL/FUEL FILT		68.95
<u>729734</u>	Invoice	06/28/2023	CUST#15090 BLOWER, TRIMMER		0.00	1,156.30
<u>101-000-000-54230-3500</u>		Small Tools/Equipment		CUST#15090 BLOWER, TRI		1,156.30
081000	KENNETH J. DOBIE	07/07/2023	Regular	0.00	837.71	108529
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>LONGTERMCARE</u>	Invoice	07/05/2023	LONGTERMCAREREIMBJUL23		0.00	837.71
<u>502-000-000-51725-2032</u>		Ins-LongTrmCare-Retired		LONGTERMCAREREIMBJUL		837.71
085995	LANGUAGE LINE SERVICES	07/07/2023	Regular	0.00	89.74	108530
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>11040165</u>	Invoice	06/30/2023	ACCT#9020514029 INTERPRETATION		0.00	39.55
<u>001-112-000-51251-4106</u>		Interpreter Expenses		ACCT#9020514029 INTERP		39.55
<u>11049927</u>	Invoice	06/30/2023	ACCT#9020535356 INTERPRETATION		0.00	50.19
<u>001-122-000-51593-4101</u>		LEGAL - OPD Grant Public		ACCT#9020535356 INTERP		50.19
194000	LEROY T. VALLEY	07/07/2023	Regular	0.00	52.00	108531
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>96782</u>	Invoice	06/28/2023	VAC TRUCK		0.00	52.00
<u>503-000-000-54865-3102</u>		Oper Supplies-Parts		VAC TRUCK		52.00
109750	MASON COUNTY DISTRICT COURT	07/07/2023	Regular	0.00	50.00	108532

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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	
UAIJUN23	Invoice	06/29/2023	UA TEST ITC COURT	0.00	50.00	
001-112-000-52360-4101		Prof Services-Case Superv	22 - ITC		50.00	
113000	MASON COUNTY TREASURER	07/07/2023	Regular	0.00	20,000.00	108533
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
ARPAJULY2023	Invoice	07/05/2023	COMMUNITY LIFELINE CONTRIBUTION	0.00	20,000.00	
001-140-000-56600-4100		Professional Services		COMMUNITY LIFELINE CO	20,000.00	
114350	MASON GENERAL HOSPITAL	07/07/2023	Regular	0.00	92.34	108534
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4001019972	Invoice	07/23/2022	ROUTINE VENIPUNCTURE	0.00	46.17	
001-123-000-52360-4100		Prof Services-Prisoner Me		ROUTINE VENIPUNCTURE	46.17	
4001125558	Invoice	08/21/2022	ROUTINE VENIPUNCTURE	0.00	46.17	
001-123-000-52360-4100		Prof Services-Prisoner Me		ROUTINE VENIPUNCTURE	46.17	
VEN02330	MILES RESOURCES LLC	07/07/2023	Regular	0.00	231,933.77	108535
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PAYESTIMATE01	Invoice	06/21/2023	BROCKDALE PAVING PAY ESTIMATE 01	0.00	231,933.77	
302-000-000-59530-6300		CAPITAL IMPROVEMENT-	22-BROCKDALE PAVIN	BROCKDALE PAVING PAY E	231,933.77	
132235	MOUNTAIN MIST WATER	07/07/2023	Regular	0.00	96.60	108536
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005431185	Invoice	06/08/2023	ACCT#050147 WWTP	0.00	66.47	
402-400-000-53580-3100		Office and Operating		ACCT#050147 WWTP	57.77	
402-400-000-53580-4500		Operating Rentals		ACCT#050147 WWTP	8.70	
005454824	Invoice	06/22/2023	ACCT#050147 WWTP	0.00	28.98	
402-400-000-53580-3100		Office and Operating		ACCT#050147 WWTP	28.98	
005471499	Invoice	06/29/2023	ACCT#050147 SHOP	0.00	1.15	
402-400-000-53580-3100		Office and Operating		ACCT#050147 SHOP	1.15	
142300	NISQUALLY INDIAN TRIBE	07/07/2023	Regular	0.00	27.81	108537
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
35063	Invoice	03/31/2023	MARCH 2023 PHARMACEUTICALS	0.00	27.81	
001-123-000-52360-4100		Prof Services-Prisoner Me		MARCH 2023 PHARMACE	27.81	
142952	NORTH CENTRAL LABORATORIES	07/07/2023	Regular	0.00	1,445.59	108538
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
488783	Invoice	06/16/2023	ACCT#42215 MISC SUPPLIES	0.00	667.56	
402-400-000-53580-3100		Office and Operating		ACCT#42215 MISC SUPPLI	667.56	
489015	Invoice	06/22/2023	ACCT#42215 MISC SUPPLIES	0.00	747.18	
402-400-000-53580-3100		Office and Operating		ACCT#42215 MISC SUPPLI	747.18	
489177	Invoice	06/27/2023	ACCT#42215 KCL W/ AGCL	0.00	30.85	
402-400-000-53580-3100		Office and Operating		ACCT#42215 KCL W/ AGCL	30.85	
VEN01351	OSCAR MATIAS PABLO	07/07/2023	Regular	0.00	420.00	108539
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INTERPRETATION	Invoice	06/29/2023	INTERPRETATION06292023	0.00	140.00	
001-112-000-51251-4106		Interpreter Expenses		INTERPRETATION0629202	140.00	
INTERPRETATION	Invoice	07/05/2023	INTERPRETATION07052023	0.00	280.00	



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-112-000-51251-4106		Interpreter Expenses	INTERPRETATION0705202		280.00	
151000	P. U. D. # 3	07/07/2023	Regular	0.00	84.69	108540
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
109441001JUN23	Invoice	06/27/2023	109441001JUN23	0.00	84.69	
101-000-000-54264-4700		Utility Services		109441001JUN23	84.69	
153500	PACIFIC LAMP & SUPPLY CO	07/07/2023	Regular	0.00	522.28	108541
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
870095	Invoice	06/27/2023	CUST#23733-1 LAMP	0.00	522.28	
001-142-000-57250-3100		Office and Operating		CUST#23733-1 LAMP	522.28	
VEN02451	PACIFIC MEDTECHS, INC	07/07/2023	Regular	0.00	495.05	108542
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
42581	Invoice	06/28/2023	DISHWASHER REPAIR	0.00	495.05	
402-400-000-53580-4800		Repairs and Maintenance		DISHWASHER REPAIR	495.05	
VEN02051	POINT EMBLEMS, LLC	07/07/2023	Regular	0.00	144.68	108543
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
14952	Invoice	06/28/2023	CAPTAIN CLASP	0.00	144.68	
001-118-000-52122-3101		Uniforms		CAPTAIN CLASP	144.68	
163450	PURCHASE POWER	07/07/2023	Regular	0.00	770.70	108544
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
80009000113670	Invoice	06/25/2023	8000900011367046JUN23	0.00	770.70	
001-142-000-51890-4215		Communication-Civic Cen		8000900011367046JUN23	770.70	
187000	SHELTON-MASON COUNTY JOURNA	07/07/2023	Regular	0.00	248.00	108545
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
120024	Invoice	06/29/2023	POLICE DEPT MUNI CODE	0.00	93.00	
001-110-000-51160-4100		Professional Services/Adv		POLICE DEPT MUNI CODE	93.00	
120025	Invoice	06/29/2023	AMENDING BUDGET	0.00	46.50	
001-110-000-51160-4100		Professional Services/Adv		AMENDING BUDGET	46.50	
120026	Invoice	06/29/2023	ANNEXING PROP WITHIN UGA	0.00	62.00	
001-110-000-51160-4100		Professional Services/Adv		ANNEXING PROP WITHIN	62.00	
120027	Invoice	06/29/2023	PARK REGULATIONS	0.00	46.50	
001-110-000-51160-4100		Professional Services/Adv		PARK REGULATIONS	46.50	
196341	STEVEN R. BUZZARD	07/07/2023	Regular	0.00	187.50	108546
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
JUDGEPROTEMJU	Invoice	06/30/2023	JUDGEPROTEMJUN2023	0.00	187.50	
001-112-000-51251-4101		Judge Pro-Tem		JUDGEPROTEMJUN2023	187.50	
201300	TOZIER BROS INC.	07/07/2023	Regular	0.00	309.99	108547
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
464224	Invoice	06/21/2023	CUST#20090 ROLLER, KILLZ	0.00	38.24	
001-141-000-57680-3100		Office and Operating		CUST#20090 ROLLER, KILL	38.24	
464313	Invoice	06/25/2023	CUST#20090 BRUSH, PAINT	0.00	24.33	
001-141-000-57680-3100		Office and Operating		CUST#20090 BRUSH, PAINT	24.33	
464332	Invoice	06/26/2023	CUST#20090 SPRINKLER PART	0.00	30.99	
402-400-000-53580-3100		Office and Operating		CUST#20090 SPRINKLER P	30.99	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
464389	Invoice	06/28/2023	CUST#20090 WASP KILLER	0.00	48.24	
401-000-000-53480-3100	Office and Operating		CUST#20090 WASP KILLER		48.24	
464483	Invoice	07/04/2023	CUST#20090 MISC SUPPLIES	0.00	168.19	
402-400-000-53580-3100	Office and Operating		CUST#20090 MISC SUPPLI		168.19	
201875	TYLER TECHNOLOGIES	07/07/2023	Regular	0.00	700.00	108548
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
045-426705	Invoice	06/21/2023	CUST#48155 ASSET MAINTENANCE	0.00	700.00	
401-000-000-53480-4100	Professional Services/Adv		CUST#48155 ASSET MAINT		280.00	
402-300-000-53580-4100	Professional Services/Adv		CUST#48155 ASSET MAINT		280.00	
404-000-000-53180-4105	Professional Services/Adv		CUST#48155 ASSET MAINT		70.00	
503-000-000-54865-4101	Professional Services/Adv		CUST#48155 ASSET MAINT		70.00	
201957	ULINE	07/07/2023	Regular	0.00	696.52	108549
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
164542750	Invoice	06/07/2023	CUST#5672395 CHAIR MATS	0.00	696.52	
001-142-000-51890-3115	Office and Operating-Civil		CUST#5672395 CHAIR MA		696.52	
202308	USABUEBOOK	07/07/2023	Regular	0.00	999.82	108550
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV00050604	Invoice	06/20/2023	CUST#925099 ADAPTERS	0.00	346.36	
401-000-000-53480-3100	Office and Operating		CUST#925099 ADAPTERS		346.36	
INV00052064	Invoice	06/21/2023	CUST#925099 INJ VALVE	0.00	653.46	
401-000-000-53480-3104	Office and Operating-Chl		CUST#925099 INJ VALVE		653.46	
VENO1846	USSSA WASHINGTON STATE	07/07/2023	Regular	0.00	390.00	108551
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2023-6	Invoice	06/29/2023	JUNE 2023, TRAVEL	0.00	390.00	
001-141-000-57120-4100	Professional Services/Adv		JUNE 2023, TRAVEL		390.00	
202392	VERIZON WIRELESS	07/07/2023	Regular	0.00	4,737.90	108552
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9937770730	Invoice	06/20/2023	ACCT#972465947-00001	0.00	3,376.93	
001-115-000-51895-4200	Communication		ACCT#972465947-00001		333.51	
001-118-000-52122-4200	Communication		ACCT#972465947-00001		1,970.66	
001-130-000-51810-4200	Communication		ACCT#972465947-00001		124.15	
001-132-000-51888-4200	Communication		ACCT#972465947-00001		124.15	
001-140-000-55850-4200	Communication		ACCT#972465947-00001		139.63	
001-140-000-55860-4200	Communication		ACCT#972465947-00001		48.78	
001-141-000-57680-4200	Communication		ACCT#972465947-00001		42.07	
101-000-000-54264-4200	Communications		ACCT#972465947-00001		42.07	
401-000-000-53480-4200	Communication		ACCT#972465947-00001		210.35	
402-400-000-53580-4200	Communication		ACCT#972465947-00001		294.49	
503-000-000-54865-4200	Communication		ACCT#972465947-00001		47.07	
9937953990	Invoice	06/23/2023	ACCT#342078219-00001	0.00	451.71	
001-115-000-51895-4200	Communication		ACCT#342078219-00001		230.18	
001-140-000-55850-4200	Communication		ACCT#342078219-00001		52.95	
401-000-000-53480-4200	Communication		ACCT#342078219-00001		88.52	
402-400-000-53580-4200	Communication		ACCT#342078219-00001		80.06	
9938048548	Invoice	06/23/2023	ACCT#942084392-00001	0.00	909.26	
001-110-000-51160-4200	Communication		ACCT#942084392-00001		369.94	
001-111-000-51423-4200	Communication		ACCT#942084392-00001		52.95	
001-112-000-51251-4200	Communication		22 - ITC		52.95	
001-112-000-51251-4200	Communication		ACCT#942084392-00001		52.95	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>001-120-000-51310-4200</u>		Communication	ACCT#942084392-00001		192.42	
<u>001-121-000-51430-4200</u>		Communication	ACCT#942084392-00001		52.95	
<u>001-130-000-51810-4200</u>		Communication	ACCT#942084392-00001		52.95	
<u>001-140-000-55850-4200</u>		Communication	ACCT#942084392-00001		52.95	
<u>001-142-000-51830-4200</u>		Communication	ACCT#942084392-00001		29.20	
VEN01983	WA LAW ENFORCEMENT INFORMAT	07/07/2023	Regular	0.00	50.00	108553
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3076</u>	Invoice	06/30/2023	2023 UNDERSTANDING TRAUMA	0.00	50.00	
<u>001-118-000-52140-3100</u>		Office and Operating-Trai		2023 UNDERSTANDING TR	50.00	
VEN02437	WALTER E NELSON CO OF WESTERN	07/07/2023	Regular	0.00	589.84	108554
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>929009</u>	Invoice	06/27/2023	CUST#12400 MISC SUPPLIES	0.00	589.84	
<u>001-142-000-51830-3100</u>		Office and Operating		CUST#12400 MISC SUPPLI	48.11	
<u>001-142-000-51890-3115</u>		Office and Operating-Civi		CUST#12400 MISC SUPPLI	101.86	
<u>001-142-000-51890-3115</u>		Office and Operating-Civi		CUST#12400 MISC SUPPLI	154.59	
<u>001-142-000-51890-3115</u>		Office and Operating-Civi		CUST#12400 MISC SUPPLI	50.10	
<u>001-142-000-57250-3100</u>		Office and Operating		CUST#12400 MISC SUPPLI	101.86	
<u>001-142-000-57250-3100</u>		Office and Operating		CUST#12400 MISC SUPPLI	103.06	
<u>001-142-000-57250-3100</u>		Office and Operating		CUST#12400 MISC SUPPLI	20.04	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST#12400 MISC SUPPLI	10.22	
VEN01411	WASH STATE PATROL	07/07/2023	Regular	0.00	50.00	108555
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>RESTITUTION545</u>	Invoice	06/29/2023	RESTITUTION54520C	0.00	50.00	
<u>657-000-000-58600-0010</u>		Municipal Court Trust		RESTITUTION54520C	50.00	
203780	WATER MGMNT LABORATORIES INC	07/07/2023	Regular	0.00	410.00	108556
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>212727</u>	Invoice	06/26/2023	ACCT#AS201R TESTS	0.00	290.00	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		ACCT#AS201R TESTS	290.00	
<u>212921</u>	Invoice	06/29/2023	ACCT#AS201R TESTS	0.00	120.00	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		ACCT#AS201R TESTS	120.00	
053987	WESTBAY NAPA AUTO PARTS	07/07/2023	Regular	0.00	494.52	108557
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>041698</u>	Invoice	06/27/2023	ACCT#4296 OIL	0.00	62.91	
<u>402-400-000-53580-3100</u>		Office and Operating		ACCT#4296 OIL	62.91	
<u>042012</u>	Invoice	06/29/2023	ACCT#4296 19969D OIL/FUEL FILTERS	0.00	120.18	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT#4296 19969D OIL/F	120.18	
<u>042120</u>	Invoice	06/29/2023	ACCT#4296 19920D BATTERY	0.00	311.43	
<u>503-000-000-54865-3102</u>		Oper Supplies-Parts		ACCT#4296 19920D BATT	311.43	
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	07/07/2023	Regular	0.00	12.54	108558

## Check Register

Packet: APPKT02801-JULY 7, 2023 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		
PACKAGEID#1044	Invoice	06/28/2023	PACKAGEID#104440	0.00	12.54	
001-118-000-52122-4200	Communication		PACKAGEID#104440		12.54	

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	78	49	0.00	283,708.28
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
	78	49	0.00	283,708.28

Virtual Payments	0	0	0.00	0.00
------------------	---	---	------	------

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2023	283,708.28
			<u>283,708.28</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 within payroll warrants numbered 3942 through 3944 and 10927 through 10964 and 10965 through 11070. Warrants 108492 through 108509 in the amount of \$905,701.71 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 6<sup>th</sup> of July, 2023.

  
\_\_\_\_\_  
Administrative Services Director

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

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
Deputy Mayor Schmit

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

\_\_\_\_\_  
Councilmember Gutierrez

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

\_\_\_\_\_  
Councilmember Peterson

\_\_\_\_\_  
Councilmember Schirman

# May 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

	2023 Budget	2023 thru May	2023 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	14,417,470	6,814,369	14,208,778	(208,692)	-1.4%
Expenditures	15,949,791	5,766,378	15,709,648	240,143	1.5%
Net Revenues Less Expenditures	(1,532,321)	1,047,991	(1,500,870)	31,451	
Beginning Fund Balance	5,047,716		5,047,716		
Ending Fund Balance	3,515,395 22.0%		3,546,846 22.2%		
<u>Ending Fund Balance Breakdown:</u>					
Reserved - 20% of Budget	3,189,958		3,189,958		
Unreserved Fund Balance	325,437		356,887		
<b>Total Fund Balance</b>	<b>3,515,395</b>		<b>3,546,846</b>		

### Summary

2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals. 2021 and 2022 amounts included in this report are unaudited.

Analysis through May shows an overall Positive budget variance of \$31 thousand.

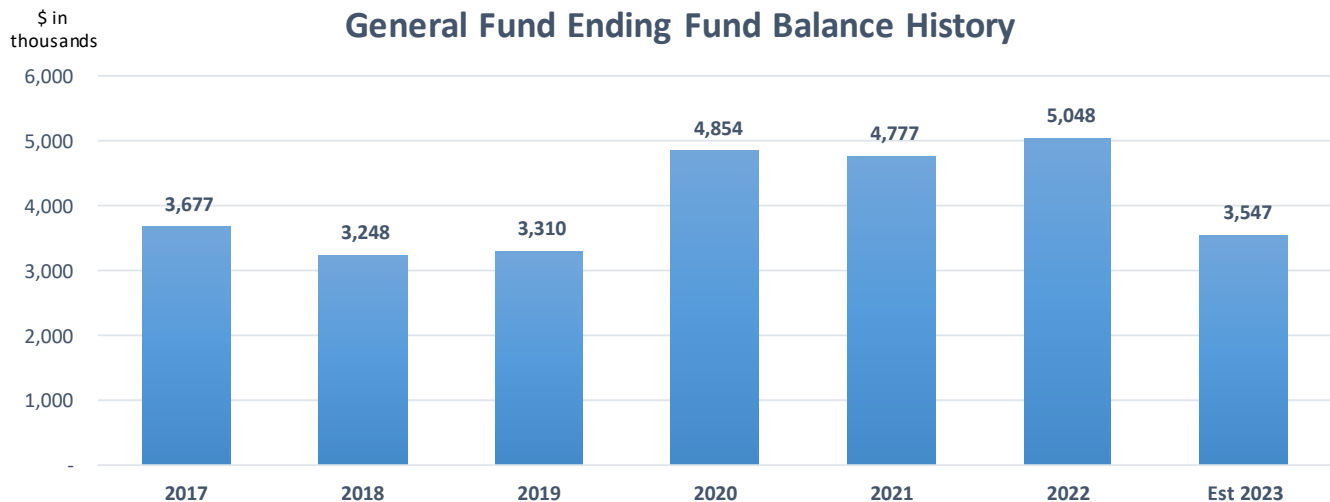
General Fund Reserves are estimated to end the year at \$3.5 million, or 22.2% of 2023 budgeted expenditures.

### Revenue Overview

Revenues are currently estimated to end the year approximately \$209 thousand, or -1.4% lower than budgeted.

### Expenditure Overview

Expenditures are currently estimated to end the year approximately \$240 thousand, or 1.5% less than budgeted.



# May 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

Revenue Categories	2023 Budget	2023 thru May	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	2,846,399	1,611,406	2,846,399	-	0.0%
Sales & Use	3,515,360	1,428,173	3,413,220	(102,140)	-2.9%
City Utility	1,276,600	615,114	1,355,062	78,462	6.1%
Non-City Utility	1,301,400	644,938	1,240,312	(61,088)	-4.7%
Business & Occupation	1,007,475	400,063	807,475	(200,000)	-19.9%
Other	48,930	24,777	50,200	1,270	2.6%
Licenses & Permits	301,900	136,991	293,210	(8,690)	-2.9%
Intergovernmental Revenue	576,300	209,073	559,670	(16,630)	-2.9%
Charges for Goods/Services	3,159,306	1,574,883	3,239,870	80,564	2.6%
Fines and Penalties	92,550	22,218	53,310	(39,240)	-42.4%
Miscellaneous Revenue	113,250	146,733	196,050	82,800	73.1%
Transfers In	178,000	-	154,000	(24,000)	-13.5%
<b>Total Revenues</b>	<b>14,417,470</b>	<b>6,814,369</b>	<b>14,208,778</b>	<b>(208,692)</b>	<b>-1.4%</b>

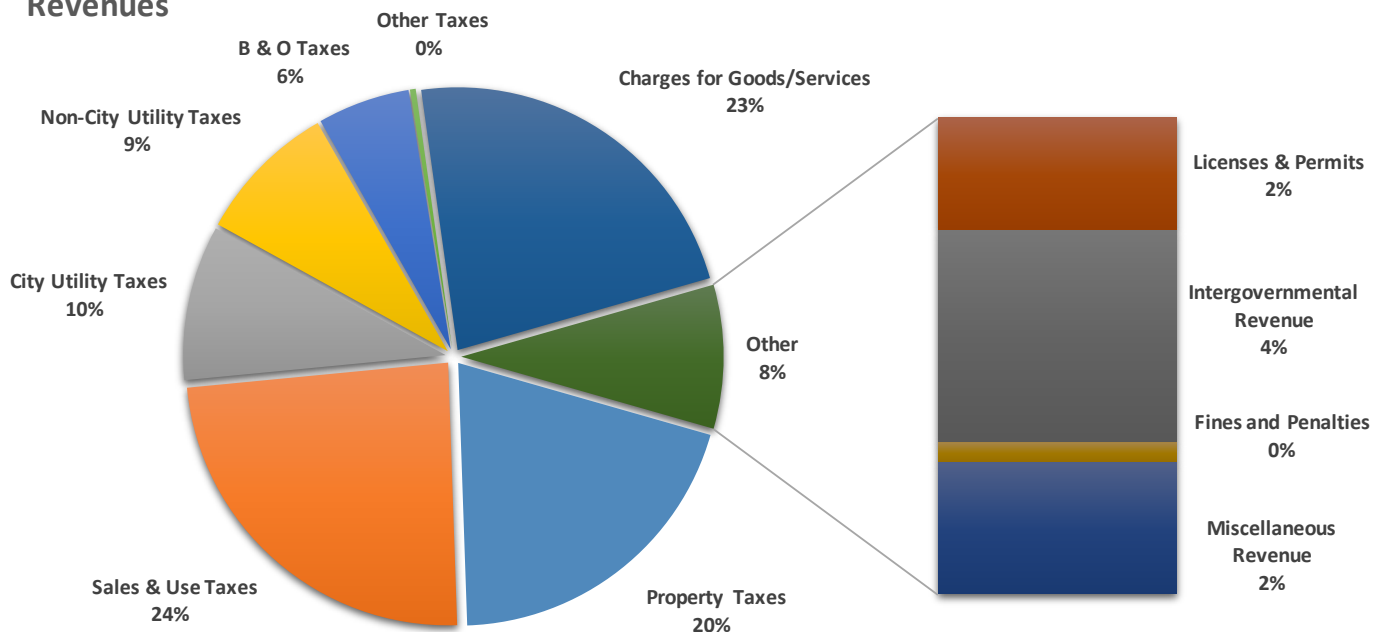
\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

**B&O Taxes:** Estimated to be under budget by \$200 thousand due to lower taxes received so far this year.

#### 2023 Estimated General Fund Revenues





# May 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

Department	2023 Budget	2023 thru May	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Administrative Services</b>					
Human Resources	324,573	156,293	348,397	(23,824)	-7.3%
Information Technology	411,911	176,370	420,454	(8,543)	-2.1%
Risk Management	141,666	92,248	156,483	(14,817)	-10.5%
<b>City Clerk</b>	273,030	103,856	268,211	4,819	1.8%
<b>City Council</b>	70,438	26,441	69,516	922	1.3%
<b>City Manager</b>					
City Manager	412,609	198,561	424,910	(12,301)	-3.0%
Legal	328,170	119,150	318,610	9,560	2.9%
Detentions/Corrections-Contract	1,137,280	50,167	725,000	412,280	36.3%
<b>Community Dev, Parks, Facilities</b>					
Civic Center Activities	81,540	27,501	73,354	8,186	10.0%
Community Development	1,024,445	403,591	1,040,737	(16,292)	-1.6%
Facility Services	951,009	277,643	955,560	(4,551)	-0.5%
Parks & Recreation	744,723	261,337	705,720	39,003	5.2%
<b>Finance</b>	1,245,350	523,671	1,234,466	10,884	0.9%
<b>Fire &amp; Emergency Services</b>	2,195,161	1,043,252	2,500,740	(305,579)	-13.9%
<b>Municipal Court</b>	710,108	340,845	747,840	(37,732)	-5.3%
<b>Non-Departmental</b>	944,566	56,129	868,719	75,847	8.0%
<b>Police</b>	3,968,131	1,611,045	3,942,755	25,376	0.6%
<b>Public Works</b>	985,081	298,281	908,177	76,904	7.8%
<b>Total Expenditures</b>	<b>15,949,791</b>	<b>5,766,378</b>	<b>15,709,648</b>	<b>240,143</b>	<b>1.5%</b>

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

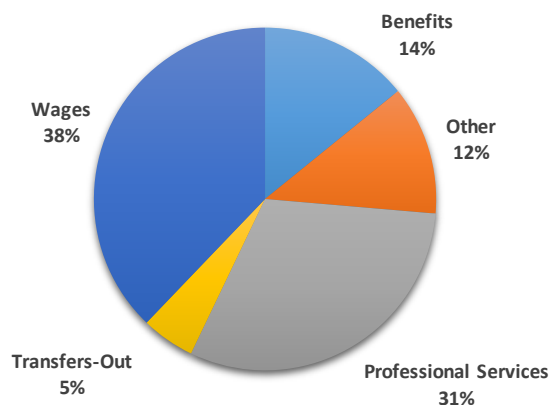
Variance analysis for expenditures is provided for particular departments which have an estimated actual amount that differs from the budgeted amount by at least 10% and \$75,000.

#### Variance Notes

**Detention/Corrections:** Jail fees estimated to be below budget due to limited implementation of new jail contract.

**Fire & Emergency Services:** Budgeted for a 33% estimated increase and final increase came in much higher.

### 2023 Estimated General Fund Expenditures



# May 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

	2021 Actual	2022 Actual	2023 Budget	2023 thru May	2023 Est Actual
<b>Beginning Fund Balance</b>	<b>4,853,628</b>	<b>4,777,607</b>	<b>5,047,716</b>	<b>5,047,716</b>	<b>5,047,716</b>
<b>Revenues</b>					
Taxes:					
Property	2,502,891	2,546,998	2,846,399	1,611,406	2,846,399
Sales & Use	3,368,713	3,436,648	3,515,360	1,428,173	3,413,220
City Utility	1,241,561	1,474,584	1,276,600	615,114	1,355,062
Non-City Utility	1,165,125	1,205,659	1,301,400	644,938	1,240,312
Business & Occupation	980,007	985,461	1,007,475	400,063	807,475
Other	56,304	60,421	48,930	24,777	50,200
Licenses & Permits	281,260	306,329	301,900	136,991	293,210
Intergovernmental Revenue	2,240,637	2,147,469	576,300	209,073	559,670
Charges for Goods/Services	2,904,696	3,060,577	3,159,306	1,574,883	3,239,870
Fines and Penalties	78,453	51,581	92,550	22,218	53,310
Miscellaneous Revenue	141,622	260,291	113,250	146,733	196,050
Transfers In	-	128	178,000	-	154,000
<b>Total Revenues</b>	<b>14,961,269</b>	<b>15,536,147</b>	<b>14,417,470</b>	<b>6,814,369</b>	<b>14,208,778</b>
<b>Expenditures</b>					
<b>Administrative Services</b>					
Human Resources	259,811	327,848	324,573	156,293	348,397
Information Technology	279,243	374,562	411,911	176,370	420,454
Risk Management	115,849	136,360	141,666	92,248	156,483
<b>City Clerk</b>	198,328	238,028	273,030	103,856	268,211
<b>City Council</b>	100,744	77,768	70,438	26,441	69,516
<b>City Manager</b>					
City Manager	385,264	344,279	412,609	198,561	424,910
Legal	286,726	277,979	328,170	119,150	318,610
Detentions/Corrections-Contract	314,238	339,327	1,137,280	50,167	725,000
<b>Community Dev, Parks, Facilities</b>					
Civic Center Activities	50,348	51,915	81,540	27,501	73,354
Community Development	619,739	728,236	1,024,445	403,591	1,040,737
Facility Services	524,991	652,720	951,009	277,643	955,560
Parks & Recreation	521,872	575,245	744,723	261,337	705,720
<b>Finance</b>	928,469	1,079,083	1,245,350	523,671	1,234,466
<b>Fire &amp; Emergency Services</b>	1,560,701	1,690,846	2,195,161	1,043,252	2,500,740
<b>Municipal Court</b>	528,267	666,977	710,108	340,845	747,840
<b>Non-Departmental</b>	4,252,020	3,220,764	944,566	56,129	868,719
<b>Police</b>	3,410,746	3,587,265	3,968,131	1,611,045	3,942,755
<b>Public Works</b>	699,932	896,836	985,081	298,281	908,177
<b>Total Expenditures</b>	<b>15,037,288</b>	<b>15,266,038</b>	<b>15,949,791</b>	<b>5,766,378</b>	<b>15,709,648</b>
Net Revenues less Expenditures	(76,021)	270,109	(1,532,321)	1,047,991	(1,500,870)
<b>Ending Fund Balance</b>	<b>4,777,607</b>	<b>5,047,716</b>	<b>3,515,395</b>	<b>6,095,707</b>	<b>3,546,846</b>
General Fund Reserves	4,777,607	5,047,716	3,515,395		3,546,846
based on same year actuals/budget	31.8%	33.1%	22.0%		22.6%

# May 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

	2021 thru May	2022 thru May	2023 thru May	2023 - 2022 Variance	% of Budget
<b>Revenues</b>					
Taxes:					
Property	1,430,916	1,386,137	1,611,406	225,269	16.3%
Sales & Use	1,362,172	1,367,147	1,428,173	61,025	4.5%
City Utility	495,380	626,736	615,114	(11,622)	-1.9%
Non-City Utility	559,108	596,906	644,938	48,032	8.0%
Business & Occupation	476,641	536,293	400,063	(136,230)	-25.4%
Other	16,730	24,640	24,777	137	0.6%
Licenses & Permits	122,767	142,503	136,991	(5,512)	-3.9%
Intergovernmental Revenue	220,520	287,197	209,073	(78,124)	-27.2%
Charges for Goods/Services	1,138,228	1,235,285	1,574,883	339,598	27.5%
Fines and Penalties	32,318	23,787	22,218	(1,568)	-6.6%
Miscellaneous Revenue	62,553	99,450	146,733	47,283	47.5%
Transfers In	-	-	-	-	0.0%
<b>Total Revenues</b>	<b>5,917,333</b>	<b>6,326,081</b>	<b>6,814,369</b>	<b>488,287</b>	<b>7.7%</b>
<b>Expenditures</b>					
<b>Administrative Services</b>					
Human Resources	111,275	154,875	156,293	1,418	0.9%
Information Technology	130,917	118,237	176,370	58,132	49.2%
Risk Management	66,025	77,829	92,248	14,419	18.5%
<b>City Clerk</b>	85,472	108,850	103,856	(4,995)	-4.6%
<b>City Council</b>	42,039	36,609	26,441	(10,169)	-27.8%
<b>City Manager</b>					
City Manager	166,887	167,056	198,561	31,505	18.9%
Legal	112,352	96,970	119,150	22,181	22.9%
Detentions/Corrections-Contract	117,083	148,095	50,167	(97,928)	-66.1%
<b>Community Dev, Parks, Facilities</b>					
Civic Center Activities	24,089	20,669	27,501	6,832	33.1%
Community Development	258,959	285,700	403,591	117,891	41.3%
Facility Services	202,992	256,148	277,643	21,495	8.4%
Parks & Recreation	186,784	198,702	261,337	62,635	31.5%
<b>Finance</b>	479,833	399,976	523,671	123,695	30.9%
<b>Fire &amp; Emergency Services</b>	660,620	706,587	1,043,252	336,665	47.6%
<b>Municipal Court</b>	224,437	273,241	340,845	67,603	24.7%
<b>Non-Departmental</b>	97,130	55,850	56,129	278	0.5%
<b>Police</b>	1,479,249	1,552,221	1,611,045	58,824	3.8%
<b>Public Works</b>	260,680	370,348	298,281	(72,067)	-19.5%
<b>Total Expenditures</b>	<b>4,706,822</b>	<b>5,027,964</b>	<b>5,766,378</b>	<b>738,414</b>	<b>14.7%</b>

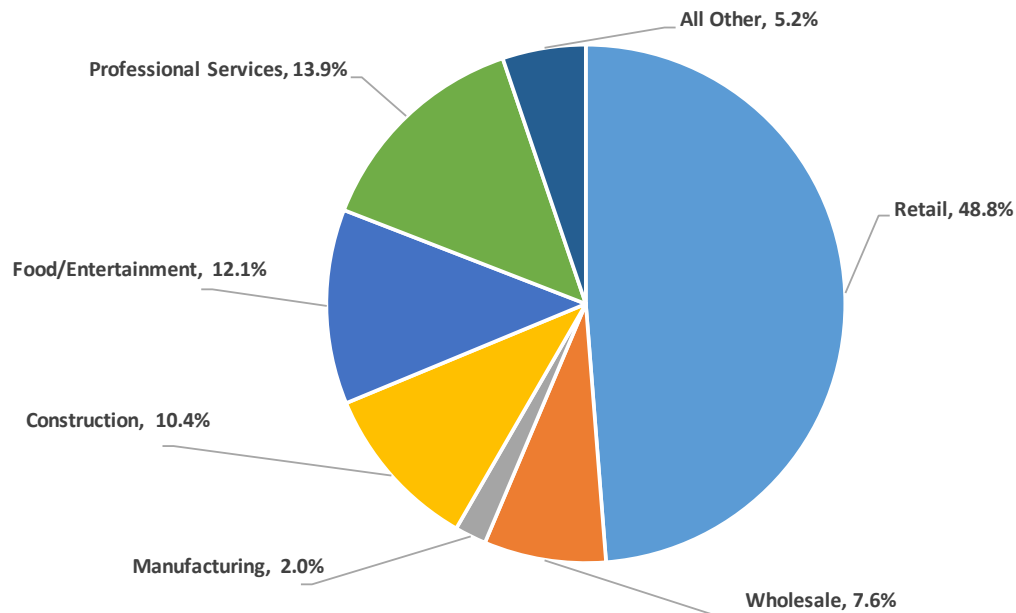
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through May which is 41.7% of the year.

# May 2023 Monthly Financial Report

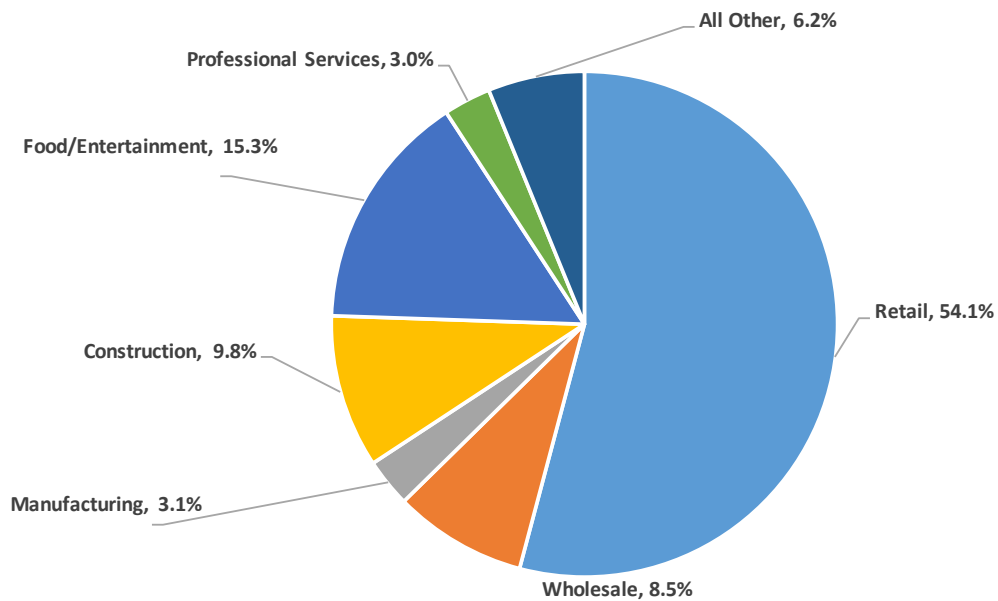
## City of Shelton, Washington

### Sales Tax Breakdown by Type

2023 thru May



May 2023



# May 2023 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

Fund	2023 Beginning Fund Balance	2023 Estimated Revenue	2023 Estimated Expenditure	2023 Estimated Fund Balance	\$ Change	% Change
<b>City-wide Fund Balances</b>						
General Fund	5,047,716	14,208,778	15,709,648	3,546,846	(1,500,870)	-29.7%
Street Fund	432,336	2,065,010	2,045,563	451,783	19,447	4.5%
<b>Capital Resource Funds</b>						
Real Estate Excise Tax -1	505,896	99,000	128,574	476,322	(29,574)	-5.8%
Real Estate Excise Tax -2	592,438	100,000	30,000	662,438	70,000	11.8%
Transport Benefit District	1,540,535	547,000	779,500	1,308,035	(232,500)	-15.1%
Traffic Impact Fees	706,764	92,000	100,000	698,764	(8,000)	-1.1%
General Resources	1,222,689	318,200	957,204	583,685	(639,004)	-52.3%
Tourism Fund	91,844	50,000	68,000	73,844	(18,000)	-19.6%
Bond Fund	7,592	183,900	183,900	7,592	-	0.0%
Capital Improvement Fund	860,451	3,338,665	2,849,005	1,350,111	489,660	56.9%
Water Fund	2,003,551	3,700,857	3,523,422	2,180,986	177,435	8.9%
Water Capital Fund	1,042,911	1,340,000	1,340,000	1,042,911	-	0.0%
Sewer Fund	4,162,000	6,506,902	7,041,206	3,627,696	(534,304)	-12.8%
Sewer Capital Fund	1,317,368	1,042,000	1,148,471	1,210,897	(106,471)	-8.1%
Solid Waste Fund	955,208	1,405,238	2,022,175	338,271	(616,937)	-64.6%
Storm Drainage Fund	612,365	1,543,160	1,561,570	593,955	(18,410)	-3.0%
Storm Drainage Capital Fund	185,194	80,000	131,680	133,514	(51,680)	-27.9%
Payroll Benefits Fund	196,855	143,160	121,203	218,813	21,958	11.2%
Equipment Rental Fund	564,289	648,630	1,108,473	104,446	(459,843)	-81.5%
Firefighters Pension Fund	426,890	15,000	71,982	369,908	(56,982)	-13.3%
Library Endowment Fund	122,928	6,000	24,000	104,928	(18,000)	-14.6%
<b>City-wide Fund Totals</b>	<b>22,597,820</b>	<b>37,433,500</b>	<b>40,945,576</b>	<b>19,085,744</b>	<b>(3,512,077)</b>	<b>-15.5%</b>

### City-Wide FTE by Fund

General Fund	2023 Budget	May 31 Vacancies	Other City Funds	2023 Budget	May 31 Vacancies
City Council	7.00	-	Street Operating	4.65	1.00
Municipal Court	4.50	-	Water Utility	8.80	0.50
City Clerk*	2.00	-	Sewer Utility	11.70	0.50
City Manager	2.00	1.00	Storm Drainage Utility	7.60	1.00
Human Resources	2.85	-	Equip. Maint. & Rental	1.30	-
Information Technology	1.15	-	<b>Total Other Funds</b>	<b>34.05</b>	<b>3.00</b>
Finance	9.00	1.00	<b>Total City</b>	<b>103.50</b>	<b>10.00</b>
Public Works	5.10	2.00			
Police	21.00	3.00			
Community Development	5.85	-			
Parks, Rec & Facilities	9.00	-			
<b>Total General Fund</b>	<b>69.45</b>	<b>7.00</b>			

# May 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Budget	2023 thru May	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>General Fund</b>					
Taxes	9,996,164	4,724,471	9,712,668	(283,496)	-2.8%
Licenses & Permits	301,900	136,991	293,210	(8,690)	-2.9%
Intergovernmental Revenue	576,300	209,073	559,670	(16,630)	-2.9%
Charges for Goods/Services	3,159,306	1,574,883	3,239,870	80,564	2.6%
Fines and Penalties	92,550	22,218	53,310	(39,240)	-42.4%
Miscellaneous Revenue	113,250	146,733	196,050	82,800	73.1%
Transfers In	178,000	-	154,000	(24,000)	-13.5%
<b>Total Revenues</b>	<b>14,417,470</b>	<b>6,814,369</b>	<b>14,208,778</b>	<b>(208,692)</b>	<b>-1.4%</b>
Wages	6,040,506	2,360,505	5,943,454	97,052	1.6%
Benefits	2,453,099	911,494	2,225,324	227,775	9.3%
Professional Services	4,813,365	1,642,674	4,832,651	(19,286)	-0.4%
Transfers-Out	872,022	9,425	792,522	79,500	9.1%
Other	1,770,799	842,279	1,915,698	(144,899)	-8.2%
<b>Total Expenditures</b>	<b>15,949,791</b>	<b>5,766,378</b>	<b>15,709,648</b>	<b>240,143</b>	<b>1.5%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,532,321)</b>	<b>1,047,991</b>	<b>(1,500,870)</b>	<b>31,451</b>	
<b>Street Fund</b>					
Taxes	675,000	290,876	675,000	-	0.0%
Licenses & Permits	10,000	4,650	10,000	-	0.0%
Intergovernmental Revenue	199,000	76,338	188,801	(10,199)	-5.1%
Charges for Goods/Services	56,120	25,250	59,013	2,893	5.2%
Miscellaneous Revenue	1,500	4,394	5,500	4,000	266.7%
Transfers In	1,126,696	-	1,126,696	-	0.0%
<b>Total Revenues</b>	<b>2,068,316</b>	<b>401,507</b>	<b>2,065,010</b>	<b>(3,306)</b>	<b>-0.2%</b>
Wages	378,476	138,179	383,471	(4,995)	-1.3%
Benefits	177,468	65,343	161,942	15,526	8.7%
Professional Services	107,440	5,007	112,560	(5,120)	-4.8%
Transfers-Out	525,000	-	525,000	-	0.0%
Other	878,441	355,817	862,590	15,851	1.8%
<b>Total Expenditures</b>	<b>2,066,825</b>	<b>564,346</b>	<b>2,045,563</b>	<b>21,262</b>	<b>1.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>1,491</b>	<b>(162,839)</b>	<b>19,447</b>	<b>17,956</b>	
<b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b>					
Taxes	52,500	81,635	90,000	37,500	71.4%
Miscellaneous Revenue	-	7,443	9,000	9,000	
<b>Total Revenues</b>	<b>52,500</b>	<b>89,078</b>	<b>99,000</b>	<b>46,500</b>	<b>88.6%</b>
Transfers-Out	128,574	80,000	128,574	-	0.0%
<b>Total Expenditures</b>	<b>128,574</b>	<b>80,000</b>	<b>128,574</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(76,074)</b>	<b>9,078</b>	<b>(29,574)</b>	<b>46,500</b>	

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# May 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Budget	2023 thru May	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b>					
Taxes	52,500	81,635	90,000	37,500	71.4%
Miscellaneous Revenue	-	8,881	10,000	10,000	
<b>Total Revenues</b>	<b>52,500</b>	<b>90,517</b>	<b>100,000</b>	<b>47,500</b>	<b>90.5%</b>
Transfers-Out	30,000	-	30,000	-	0.0%
<b>Total Expenditures</b>	<b>30,000</b>	<b>-</b>	<b>30,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>22,500</b>	<b>90,517</b>	<b>70,000</b>	<b>47,500</b>	

<b>Capital Resources -Transportation Benefit District (TBD)</b>					
Miscellaneous Revenue	-	20,894	22,000	22,000	
Transfers In	525,000	-	525,000	-	0.0%
<b>Total Revenues</b>	<b>525,000</b>	<b>20,894</b>	<b>547,000</b>	<b>22,000</b>	<b>4.2%</b>
Transfers-Out	779,500	180,000	779,500	-	0.0%
<b>Total Expenditures</b>	<b>779,500</b>	<b>180,000</b>	<b>779,500</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(254,500)</b>	<b>(159,106)</b>	<b>(232,500)</b>	<b>22,000</b>	

<b>Capital Resources - Traffic Impact Fees (TIF)</b>					
Charges for Goods/Services	80,000	33,075	80,000	-	0.0%
Miscellaneous Revenue	-	10,042	12,000	12,000	
<b>Total Revenues</b>	<b>80,000</b>	<b>43,117</b>	<b>92,000</b>	<b>12,000</b>	<b>15.0%</b>
Transfers-Out	100,000	-	100,000	-	0.0%
<b>Total Expenditures</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(20,000)</b>	<b>43,117</b>	<b>(8,000)</b>	<b>12,000</b>	

<b>Capital Resources - General</b>					
Intergovernmental Revenue	-	259,090	303,200	303,200	
Miscellaneous Revenue	-	13,738	15,000	15,000	
<b>Total Revenues</b>	<b>-</b>	<b>272,828</b>	<b>318,200</b>	<b>318,200</b>	
Transfers-Out	654,000	-	654,000	-	0.0%
Other	-	259,090	303,204	(303,204)	
<b>Total Expenditures</b>	<b>654,000</b>	<b>259,090</b>	<b>957,204</b>	<b>(303,204)</b>	<b>-46.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>(654,000)</b>	<b>13,738</b>	<b>(639,004)</b>	<b>14,996</b>	

#### Capital Resources Fund - General Notes

Dept of Commerce grant for Veterans Village carryover into 2023 of \$303,200

<b>Tourism Fund</b>					
Taxes	48,000	20,163	48,000	-	0.0%
Miscellaneous Revenue	100	1,376	2,000	1,900	1900.0%
<b>Total Revenues</b>	<b>48,100</b>	<b>21,538</b>	<b>50,000</b>	<b>1,900</b>	<b>4.0%</b>
Professional Services	68,000	10,695	68,000	-	0.0%
<b>Total Expenditures</b>	<b>68,000</b>	<b>10,695</b>	<b>68,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(19,900)</b>	<b>10,843</b>	<b>(18,000)</b>	<b>1,900</b>	

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



# May 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Budget	2023 thru May	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Bond Fund</b>					
Taxes	-	-	-	-	
Transfers In	183,900	-	183,900	-	0.0%
<b>Total Revenues</b>	<b>183,900</b>	<b>-</b>	<b>183,900</b>	<b>-</b>	<b>0.0%</b>
Other	183,900	-	183,900	-	0.0%
<b>Total Expenditures</b>	<b>183,900</b>	<b>-</b>	<b>183,900</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Capital Improvement Fund</b>					
Intergovernmental Revenue	1,845,085	253,809	2,359,165	514,080	27.9%
Charges for Goods/Services	50,000	-	50,000	-	0.0%
Transfers In	929,500	-	929,500	-	0.0%
<b>Total Revenues</b>	<b>2,824,585</b>	<b>253,809</b>	<b>3,338,665</b>	<b>514,080</b>	<b>18.2%</b>
Professional Services	-	73,518	176,440	(176,440)	
Other	2,824,585	1,172,391	2,672,565	152,020	1.3%
<b>Total Expenditures</b>	<b>2,824,585</b>	<b>1,245,909</b>	<b>2,849,005</b>	<b>(24,420)</b>	<b>-0.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(992,100)</b>	<b>489,660</b>	<b>489,660</b>	
<b>Water Fund</b>					
Charges for Goods/Services	2,916,210	1,106,140	2,843,259	(72,951)	-2.5%
Miscellaneous Revenue	46,100	826,851	857,597	811,497	1760.3%
<b>Total Revenues</b>	<b>2,962,310</b>	<b>1,932,991</b>	<b>3,700,857</b>	<b>738,547</b>	<b>24.9%</b>
Wages	679,386	270,884	675,395	3,991	0.6%
Benefits	300,270	116,146	278,740	21,530	7.2%
Professional Services	290,070	86,679	290,440	(370)	-0.1%
Transfers-Out	390,000	-	390,000	-	0.0%
Other	1,846,225	582,733	1,888,847	(42,622)	-2.3%
<b>Total Expenditures</b>	<b>3,505,951</b>	<b>1,056,443</b>	<b>3,523,422</b>	<b>(17,471)</b>	<b>-0.5%</b>
<b>Net Revenues Less Expenditures</b>	<b>(543,641)</b>	<b>876,549</b>	<b>177,435</b>	<b>721,076</b>	
<b>Water Capital Fund</b>					
Intergovernmental Revenue	950,000	183,238	950,000	-	0.0%
Transfers In	390,000	-	390,000	-	0.0%
<b>Total Revenues</b>	<b>1,340,000</b>	<b>183,238</b>	<b>1,340,000</b>	<b>-</b>	<b>0.0%</b>
Other	1,340,000	382,865	1,340,000	-	0.0%
<b>Total Expenditures</b>	<b>1,340,000</b>	<b>382,865</b>	<b>1,340,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(199,626)</b>	<b>-</b>	<b>-</b>	

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



# May 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Budget	2023 thru May	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Sewer Fund</b>					
Charges for Goods/Services	6,445,320	2,971,267	6,451,902	6,582	0.1%
Miscellaneous Revenue	18,000	49,766	55,000	37,000	205.6%
<b>Total Revenues</b>	<b>6,463,320</b>	<b>3,021,034</b>	<b>6,506,902</b>	<b>43,582</b>	<b>0.7%</b>
Wages	896,320	335,787	894,139	2,181	0.2%
Benefits	414,152	150,210	394,946	19,206	4.6%
Professional Services	476,760	159,600	442,100	34,660	7.3%
Transfers-Out	642,000	-	642,000	-	0.0%
Other	4,601,432	2,374,163	4,668,021	(66,589)	-1.4%
<b>Total Expenditures</b>	<b>7,030,664</b>	<b>3,019,761</b>	<b>7,041,206</b>	<b>(10,542)</b>	<b>-0.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(567,344)</b>	<b>1,273</b>	<b>(534,304)</b>	<b>33,040</b>	
<b>Sewer Capital Fund</b>					
Intergovernmental Revenue	400,000	50,522	400,000	-	0.0%
Transfers In	642,000	-	642,000	-	0.0%
<b>Total Revenues</b>	<b>1,042,000</b>	<b>50,522</b>	<b>1,042,000</b>	<b>-</b>	<b>0.0%</b>
Other	1,042,000	732,241	1,148,471	(106,471)	-10.2%
<b>Total Expenditures</b>	<b>1,042,000</b>	<b>732,241</b>	<b>1,148,471</b>	<b>(106,471)</b>	<b>-10.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(681,719)</b>	<b>(106,471)</b>	<b>(106,471)</b>	
<b>Solid Waste Fund</b>					
Intergovernmental Revenue	1,392,918	202,128	1,392,918	-	0.0%
Miscellaneous Revenue	-	11,211	12,320	12,320	
<b>Total Revenues</b>	<b>1,392,918</b>	<b>213,339</b>	<b>1,405,238</b>	<b>12,320</b>	<b>0.9%</b>
Professional Services	228,185	130,813	313,950	(85,765)	-37.6%
Other	1,678,225	324,419	1,708,225	(30,000)	-1.8%
<b>Total Expenditures</b>	<b>1,906,410</b>	<b>455,232</b>	<b>2,022,175</b>	<b>(115,765)</b>	<b>-6.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(513,492)</b>	<b>(241,893)</b>	<b>(616,937)</b>	<b>(103,445)</b>	
<b>Storm Drainage Fund</b>					
Intergovernmental Revenue	25,000	-	25,000	-	0.0%
Charges for Goods/Services	1,537,340	661,882	1,503,160	(34,180)	-2.2%
Miscellaneous Revenue	500	13,160	15,000	14,500	2900.0%
<b>Total Revenues</b>	<b>1,562,840</b>	<b>675,042</b>	<b>1,543,160</b>	<b>(19,680)</b>	<b>-1.3%</b>
Wages	556,387	161,318	514,930	41,457	7.5%
Benefits	242,846	71,975	197,750	45,096	18.6%
Professional Services	133,090	22,993	145,850	(12,760)	-9.6%
Transfers-Out	80,000	-	80,000	-	0.0%
Other	605,668	236,049	623,040	(17,372)	-2.9%
<b>Total Expenditures</b>	<b>1,617,991</b>	<b>492,334</b>	<b>1,561,570</b>	<b>56,421</b>	<b>3.5%</b>
<b>Net Revenues Less Expenditures</b>	<b>(55,151)</b>	<b>182,708</b>	<b>(18,410)</b>	<b>36,741</b>	
<b>Storm Drainage Capital Fund</b>					
Intergovernmental Revenue	-	-	-	-	
Transfers In	80,000	-	80,000	-	0.0%
<b>Total Revenues</b>	<b>80,000</b>	<b>-</b>	<b>80,000</b>	<b>-</b>	<b>0.0%</b>
Other	80,000	32,723	131,680	(51,680)	-64.6%
<b>Total Expenditures</b>	<b>80,000</b>	<b>32,723</b>	<b>131,680</b>	<b>(51,680)</b>	<b>-64.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(32,723)</b>	<b>(51,680)</b>	<b>(51,680)</b>	

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# May 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Budget	2023 thru May	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Payroll Benefits Fund</b>					
Charges for Goods/Services	40,000	20,600	49,440	9,440	23.6%
Miscellaneous Revenue	350	2,440	3,220	2,870	820.0%
Transfers In	120,000	9,425	90,500	(29,500)	-24.6%
<b>Total Revenues</b>	<b>160,350</b>	<b>32,465</b>	<b>143,160</b>	<b>(17,190)</b>	<b>-10.7%</b>
Benefits	160,350	19,730	121,203	39,148	24.4%
<b>Total Expenditures</b>	<b>160,350</b>	<b>19,730</b>	<b>121,203</b>	<b>39,148</b>	<b>24.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>12,736</b>	<b>21,958</b>	<b>21,958</b>	

<b>Equipment Maint &amp; Rental Fund</b>					
Charges for Goods/Services	578,000	268,963	639,530	61,530	10.6%
Miscellaneous Revenue	5,000	8,190	9,100	4,100	82.0%
<b>Total Revenues</b>	<b>583,000</b>	<b>277,153</b>	<b>648,630</b>	<b>65,630</b>	<b>11.3%</b>
Wages	107,565	43,307	107,185	380	0.4%
Benefits	51,899	21,504	51,600	299	0.6%
Professional Services	14,308	1,202	14,178	130	0.9%
Other	745,204	209,808	935,510	(190,306)	-25.5%
<b>Total Expenditures</b>	<b>918,976</b>	<b>275,821</b>	<b>1,108,473</b>	<b>(189,497)</b>	<b>-20.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>(335,976)</b>	<b>1,332</b>	<b>(459,843)</b>	<b>(123,867)</b>	

#### Equipment Maint & Rental Fund Notes

Estimated expenditures include a 3/4 ton 4x4 pickup & a dump truck body/plow/sander that were ordered under the 2022 budget.

<b>Firefighter's Pension Fund</b>					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	9,000	5,750	15,000	6,000	66.7%
Transfers In	50,000	-	-	(50,000)	-100.0%
<b>Total Revenues</b>	<b>59,100</b>	<b>5,750</b>	<b>15,000</b>	<b>(44,100)</b>	<b>-74.6%</b>
Benefits	80,600	22,346	71,982	8,618	10.7%
<b>Total Expenditures</b>	<b>80,600</b>	<b>22,346</b>	<b>71,982</b>	<b>8,618</b>	<b>10.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>(21,500)</b>	<b>(16,595)</b>	<b>(56,982)</b>	<b>(35,482)</b>	

#### Firefighters Pension Fund Notes

Revenues: Current estimate does not include a transfer-in from general fund in 2023.

<b>Library Endowment Fund</b>					
Miscellaneous Revenue	1,600	5,146	6,000	4,400	275.0%
<b>Total Revenues</b>	<b>1,600</b>	<b>5,146</b>	<b>6,000</b>	<b>4,400</b>	<b>275.0%</b>
Transfers-Out	24,000	-	24,000	-	0.0%
<b>Total Expenditures</b>	<b>24,000</b>	<b>-</b>	<b>24,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(22,400)</b>	<b>5,146</b>	<b>(18,000)</b>	<b>4,400</b>	

\*2023 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: 07/11/2023  
Brief Date: 07/18/2023  
Action Date: 08/01/2023

Department: Executive  
Presented By: Mark Ziegler

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☐ City Manager

#### REVIEWED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### PROGRAM/PROJECT TITLE:

Amending of Shelton Municipal Code  
Title 2

#### ATTACHMENTS:

- Ordinance No. 2009-0623  
- Shelton Municipal Code  
Title 2 with edits

#### Action Requested:

☒ Ordinance

☐ Resolution

☒ Motion

☐ Other

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

Shelton Municipal Code Title 2 has chapters not consistent with RCW 35A.13.080 City Manager – Powers and Duties and other provisions in the Shelton Municipal Code.

RCW 35A.13.080(2) states: To appoint and remove at any time all department heads, officers, and employees of the code city, except members of the council, and subject to the provisions of any applicable law, rule, or regulation relating to civil service: PROVIDED, That the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council: PROVIDED FURTHER, That if the municipal judge of the code city is appointed, such appointment shall be made by the city manager subject to confirmation by the council, for a four year term. The council may cause an audit to be made of any department or office of the code city government and may select the persons to make it, without the advice or consent of the city manager;

Ordinance No. 2009-0623 amends or repeals the following Chapters to meet RCW:

- Chapter 2.12 Department of Financial Services(amend)
- Chapter 2.22 City Clerk(amend)
- Chapter 2.24 Department of Public Works(amend)
- Chapter 2.28 Community and Economic Development Department(amend)
- Chapter 2.76 Public Works/Planning/Development Service Manager(repeal)

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

There are no financial obligations with the proposed ordinance adoption.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to place Ordinance No. 2009-0623 on the August 1<sup>st</sup> Council Meeting Action Agenda for further consideration".

ORDINANCE NO. 2009-0623

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING TITLE 2  
OF THE SHELTON MUNICIPAL CODE RELATING TO CITY OFFICERS AND  
DEPARTMENTS

WHEREAS, the City Council wishes to update Chapters 2.12, 2.22, 2.24, 2.28 and repeal Chapter 2.78 of the Shelton Municipal Code to make it consistent with state laws and collective bargaining provisions as well as other sections of the municipal code.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHELTON HEREBY ORDAINS AS FOLLOWS:

**Section 1.**

Chapter 2.12 of the Shelton Municipal Code shall be amended as follows:

**2.12.010 Department- established.**

There is created and established the financial services department of the city of Shelton, which shall include the divisions of accounts payable, accounts receivable, utility billing, and other such divisions as designated by the city manager.

**2.12.015 Director – appointed.**

The director of financial services shall also serve as the treasurer of the city of Shelton and be appointed by the city manager.

**2.12.020 Director- duties.**

The financial services director shall be responsible for all financial transactions of the city and for ensuring that same is carried out according to generally accepted accounting principles and the state of Washington budget, accounting and reporting system. The director shall be responsible for programs relating to payroll, utility system accounting and billing, grant and loan administration and accounting, and other financial services relating to all city departments as may be necessary.

**Section 2.**

Chapter 2.22 of the Shelton Municipal Code shall be amended as follows:

**2.22.010 City clerk.**

The city clerk shall be appointed by the city manager.

**2.22.020 Powers and duties of the city clerk**

The city clerk shall have all the powers granted and duties imposed by the authority of the state and ordinances of the city now existing or subsequently adopted subject to the general supervision and control of the city

manager. The clerk will be responsible for the accurate recording and filing of papers and documents pertaining to the affairs of the city. The clerk will also be responsible for recording and maintaining minutes of all meetings of the city council, for recording their resolutions, ordinances and other official actions.

### **Section 3.**

Chapter 2.2 of the Shelton Municipal Code shall be amended as follows:

**2.24.010 Department created.**

There is created and established the department of public works, which shall include the divisions of administration and engineering, street maintenance and construction, water, sanitary sewer, storm drainage and s and other divisions as designated by the city manager.

**2.24.020 Director—Appointed.**

The director shall be appointed by the city manager.

**2.24.030 Director—Duties.**

The public works director shall have direct control and management of all members of the department in the exercise of their duties, subject to the provisions of law and of city ordinances, departmental policies, and collective bargaining agreements. The director shall have custody, care and control of the property and equipment of the department and shall oversee preparation of the departmental budget. He/she shall conduct periodic surveys of such property and arrange for the appropriate acquisition and surplus of departmental property and equipment. The director shall provide reports to the City Manager and City Council upon request.

### **Section 4.**

Chapter 2.28 of the Shelton Municipal Code shall be amended as follows:

**2.28.010 Department established.**

There is created and established the community and economic development department of the city of Shelton, which shall include the divisions of comprehensive planning, current planning, community and economic development, building and other divisions as designated by the city manager. The department of community and economic development shall also serve as the city planning agency as defined by RCW 35A.63.020.

**2.28.020 Director—Appointed.**

The director shall be appointed by the city manager.

**2.28.030 Director—Duties.**

The community and economic development director shall have direct control and management of all members of the department in the exercise of their duties, subject to the provisions of law and of city ordinances, departmental policies, and collective bargaining agreements. The director shall have custody, care and control of the property and equipment of the department and shall oversee preparation of the departmental budget. He/she shall conduct periodic surveys of such property and arrange for the appropriate acquisition and surplus of

departmental property and equipment. The director shall provide reports to the City Manager and City Council upon request.

**Section 5.**

Chapter 2.78 of the Shelton Municipal Code is repealed in its entirety.

**Section 6.**

Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 7.**

Effective Date. This ordinance shall take effect five days after its passage, approval, and publication as required by law.

INTRODUCED the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

\_\_\_\_\_  
Mayor Onisko

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING TITLE 2  
OF THE SHELTON MUNICIPAL CODE RELATING TO ~~THE CITY OFFICERS AND~~  
~~DEPARTMENTS ADMINISTRATION AND PERSONNEL~~

WHEREAS, the City Council wishes to update Chapters 2.12, 2.22, 2.24, 2.28 and repeal Chapter 2.78 of the Shelton Municipal Code to make it consistent with state laws and collective bargaining provisions as well as other sections of the municipal code.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHELTON HEREBY ORDAINS AS FOLLOWS:

**Section 1.**

Chapter 2.12 of the Shelton Municipal Code shall be amended ~~to the Shelton Municipal Code~~  
~~to read~~ as follows:

**2.12.010 Department- established.**

There is created and established the financial services department of the city of Shelton, which shall include the divisions of accounts payable, accounts receivable, utility billing, and other such divisions as designated by the city manager.

**2.12.015 Director – appointed.**

The director of financial services shall also serve as the treasurer of the city of Shelton and be appointed by the city manager.

**2.12.020 Director- duties.**

The financial services director shall be responsible for all financial transactions of the city and for ensuring that same is carried out according to generally accepted accounting principles and the state of Washington budget, accounting and reporting system. The director shall be responsible for programs relating to payroll, utility system accounting and billing, grant and loan administration and accounting, and other financial services relating to all city departments as may be necessary.

**Section 2.**

Chapter 2.22 of the Shelton Municipal Code shall be amended ~~to the Shelton Municipal Code~~  
~~to read~~ as follows:

**2.22.010 City clerk.**

The city clerk shall be appointed by the city manager.

**2.22.020 Powers and duties of the city clerk**

The city clerk shall have all the powers granted and duties imposed by the authority of the state and ordinances of the city now existing or subsequently adopted subject to the general supervision and control of the city manager. The clerk will be responsible for the accurate recording and filing of papers and documents pertaining to the affairs of the city. The clerk will also be responsible for recording and maintaining minutes of all meetings of the city council, for recording their resolutions, ordinances and other official actions.

### **Section 3.**

Chapter 2.2 of the Shelton Municipal Code shall be amended ~~to the Shelton Municipal Code~~  
~~to read~~ as follows:

**2.24.010 Department created.**

There is created and established the department of public works, which shall include the divisions of administration and engineering, street maintenance and construction, water, sanitary sewer, storm drainage and s and other divisions as designated by the city manager.

**2.24.020 Director—Appointed.**

The director shall be appointed by the city manager.

**2.24.030 Director—Duties.**

The public works director shall have direct control and management of all members of the department in the exercise of their duties, subject to the provisions of law and of city ordinances, departmental policies, and collective bargaining agreements. The director shall have custody, care and control of the property and equipment of the department and shall oversee preparation of the departmental budget. He/she shall conduct periodic surveys of such property and arrange for the appropriate acquisition and surplus of departmental property and equipment. The director shall provide reports to the City Manager and City Council upon request.

### **Section 4.**

Chapter 2.28 of the Shelton Municipal Code shall be amended ~~to the Shelton Municipal Code~~  
~~to read~~ as follows:

**2.28.010 Department established.**

There is created and established the community and economic development department of the city of Shelton, which shall include the divisions of comprehensive planning, current planning, community and economic development, building and other divisions as designated by the city manager. The department of community and economic development shall also serve as the city planning agency as defined by RCW 35A.63.020.



**2.28.020 Director—Appointed.**

The director shall be appointed by the city manager.

**2.28.030 Director—Duties.**

The community and economic development director shall have direct control and management of all members of the department in the exercise of their duties, subject to the provisions of law and of city ordinances, departmental policies, and collective bargaining agreements. The director shall have custody, care and control of the property and equipment of the department and shall oversee preparation of the departmental budget. He/she shall conduct periodic surveys of such property and arrange for the appropriate acquisition and surplus of departmental property and equipment. The director shall provide reports to the City Manager and City Council upon request.

**Section 5.**

~~The current version of~~ Chapter 2.78 of the Shelton Municipal Code is repealed in its entirety.

~~property and equipment. The chief shall ensure that appropriate departmental policies are adopted, preside over grievances as consistent with collective bargaining agreements, and arrange for internal investigations as needed. The chief shall coordinate with the Administrative Services Department to keep personnel records for the department and shall ensure that personnel decisions are consistent with policies, applicable civil service rules, and state law. The chief shall provide reports to the City Manager and City Council upon request. Additional or different duties may be assigned by contract.~~

**Section 6.**

Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 7.**

Effective Date. This ordinance shall take effect five days after its passage, approval, and publication as required by law.

INTRODUCED the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

\_\_\_\_\_  
Mayor Onisko

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



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: 06/20/2023  
Brief Date: 07/18/2023  
Action Date: 08/01/2023

Department: Executive  
Presented By: Mark Ziegler

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

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☐ City Manager

**REVIEWED:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROGRAM/PROJECT TITLE:**

Resolution No. 1276-0623

Memorandum of Understanding with  
the Cascade Pacific Action Alliance

**ATTACHMENTS:**

- Resolution No. 1276-0623

- Memorandum of Understanding with  
Cascade Pacific Action Alliance

**Action Requested:**☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

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

Through the State of Washington, local jurisdictions are receiving funds derived from settlements with opioid manufacturers and distributors. In order to receive funds each jurisdiction must form a regional structure for decision making related to the fund allocation. The City has participated with the Cascade Pacific Acton Alliance region to receive funds related to the settlement with distributors in early 2023 in the amount of \$19,852.84. Those funds were provided to Mason County Health department for treatment and prevention purposes related to opiate addiction.

A new agreement for the next funding settlement of \$10,173.02 is needed for disbursement of the funds.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:****PUBLIC INFORMATION REQUIREMENTS:**

N/A

**STAFF RECOMMENDATION/MOTION:**

Staff recommends: "I move to place Resolution No. 1276-0623 on the August 1<sup>st</sup> Council Meeting Action Agenda for further consideration".

**RESOLUTION NO. 1276-0623**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE MAYOR TO SIGN THE  
MEMORANDUM OF UNDERSTANDING BETWEEN CASCADE PACIFIC ACTION ALLIANCE REGION  
PARTICIPATING LOCAL GOVERNEMENTS**

**WHEREAS**, the opioid epidemic is a public health, safety and economic crisis impacting Shelton and Mason County resulting in a significant loss of life, productivity, and economic damages to the City; and

**WHEREAS**, the Cascade Pacific Action Alliance Region Opioid Abatement Council (OAC) was formed to carry out the duties prescribed in the One Washington Memorandum of Understanding Between Washington Municipalities (One WA MOU), which shall be comprised of the independent subcommittee of Mason County and the City of Shelton; and

**WHEREAS**, as a Participating Local Government the City of Shelton is also a participant in the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State with initial funds from this settlement distributed directly to the City of Shelton in 2022; and

**WHEREAS**, the City of Shelton anticipates receipt of funds resulting from settlements with opioid pharmaceutical supply chain participants.

**NOW, THEREFORE BE IT RESOLVED**, by City Council of Shelton, Washington that authorizes the City Manager to execute a Memorandum of Understanding Between Cascade Pacific Action Alliance Region consistent with the attached.

**PASSED** on this 1<sup>st</sup> day of August 2023 by the City Council of the City of Shelton, Washington.

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Mayor Onisko

ATTEST:

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City Clerk Nault

REGIONAL AGREEMENT OF THE  
CASCADE PACIFIC ACTION ALLIANCE REGION PARTICIPATING LOCAL  
GOVERNMENTS

This Agreement is made by the Cascade Pacific Action Alliance Region “Participating Local Governments” as defined by the “One Washington Memorandum of Understanding Between Washington Municipalities” (One WA MOU), attached hereto as Exhibit A and fully incorporated herein (collectively “Parties”), for the purpose of establishing an Opioid Abatement Council (OAC) required by the One WA MOU. The Parties to this Agreement mutually agree to the terms contained herein.

RECITALS

- A. Section C.1. of the One WA MOU designated a regional structure for decision-making related to opioid fund allocation based on the nine Washington State Accountable Community of Health Regions. These regions may share names with entities that exist in the same regions and any reference to these pre-defined regions is solely for the purpose of drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

1. King County (Single County Region)
2. Pierce County (Single County Region)
3. Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
4. Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
5. North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
6. SouthWest Region (Clark, Klickitat, and Skamania Counties)
7. Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
8. Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
9. North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties are Participating Local Governments which reside in the Cascade Pacific Action Alliance Region pursuant to the One WA MOU, as are the following cities within those counties:

- i. Lacey, Olympia, and Tumwater (Thurston County)
- ii. Longview and Kelso (Cowlitz County)
- iii. Aberdeen (Grays Harbor County)
- iv. Centralia (Lewis County)
- v. Shelton (Mason County)

- B. The above-listed municipalities shall be collectively referred to as “Participating Local Governments.”

C. The Participating Local Governments are forming the Cascade Pacific Action Alliance Region OAC to carry out the duties prescribed in the One WA MOU, which shall be comprised of the following independent subcommittees:

- i. Cowlitz
  - a. Counties
    - (1) Cowlitz
  - b. Cities
    - (1) Longview
    - (2) Kelso
- ii. Grays Harbor
  - a. Counties
    - (1) Grays Harbor
  - b. Cities
    - (1) Aberdeen
- iii. Lewis
  - a. Counties
    - (1) Lewis
  - b. Cities
    - (1) Centralia
- iv. Mason
  - a. Counties
    - (1) Mason
  - b. Cities
    - (1) Shelton
- v. Pacific
  - a. Counties
    - (1) Cowlitz
  - b. Cities
    - (1) Longview
    - (2) Kelso
- vi. Thurston
  - a. Counties
    - (1) Thurston
  - b. Cities
    - (1) Olympia
    - (2) Lacey
    - (3) Tumwater

- vii. Wahkiakum
  - a. Counties
    - (1) Wahkiakum

- D. All of the Participating Local Governments are also participants in the “Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State” dated August 8, 2022 (Allocation Agreement), attached hereto as Exhibit B and fully incorporated herein.
- E. The Participating Local Governments anticipate receipt of funds resulting from settlements with opioid pharmaceutical supply chain participants. Funds allocated to all of the Participating Local Governments pursuant to the One WA MOU and Allocation Agreement shall be collectively referred to herein as “Opioid Funds.” This Agreement will also apply to any and all Opioid Funds received pursuant to “Washington State Allocation Agreement Governing the Allocation of Funds Paid By Certain Settling Opioid Manufacturers and Pharmacies” (Allocation Agreement II) as well as any future settlements as defined in the One WA MOU.
- F. The parties seek to designate special subcommittees of the **Cascade Pacific Action Alliance Region OAC** pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement for the purposes of overseeing the use of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above in Paragraph C consistent with the Approved Purposes set forth in the One WA MOU and consistent with the purposes set forth in Section 8 of the Allocation Agreement.
- G. This Agreement is made to carry out the One WA MOU and related settlement documents.
- H. This Agreement does not contemplate a joint budget.
- I. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

#### AGREEMENT

- 1. The foregoing Recitals A through I are true and correct and are incorporated herein by reference as substantive provisions of this Agreement as if fully set forth herein.
- 2. The Participating Local Governments hereby designate a special subcommittee of the **Cascade Pacific Action Alliance Region OAC** pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement to oversee allocation, distribution, expenditures, and dispute resolution of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above in Paragraph C consistent with the Approved Purposes set forth in the One WA MOU

consistent with the Approved Purposes set forth in the One WA MOU and Allocation Agreement and consistent with the purposes set forth in Section 8 of the Allocation Agreement (collectively “Approved Purposes”).

3. The **Cascade Pacific Action Alliance Region** OAC shall consist of the seven independent subcommittees listed in Recital Paragraph C above, and each independent subcommittee shall have the authority and responsibilities as described herein.
4. It is anticipated that the Participating Local Governments enumerated in Paragraph C will directly receive the Opioid Funds and will maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government’s allocation of Opioid Funds, whichever is less. If the **Cascade Pacific Action Alliance Region** OAC receives any of the Opioid Funds, it will immediately transfer those funds to the Participating Local Governments consistent with the Allocation Agreement and Allocation Agreement II.
5. If a participating city elects not to retain its settlement allocation, its allocation will be re-allocated to the county within which it is located. Upon receipt of the Opioid Funds, a city that elects to transfer those funds to its county may do so and the county will have full discretion over the use and distribution of those Opioid Funds, provided the funds are used solely for Approved Purposes.
6. Pursuant to section C.4.b of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the **Cascade Pacific Action Alliance Region** OAC’s responsibilities established by this agreement. The independent subcommittees of the **Cascade Pacific Action Alliance Region** OAC will provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee’s proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.
7. Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public. Each party shall be responsible for its own compliance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a “public record” subject to production to a third party if it is requested under Chapter 42.56 RCW.



8. Each **Cascade Pacific Action Alliance Region** OAC subcommittee will be responsible for the following actions with respect to Opioid Funds:
  - a. Monitor distribution of Opioid Funds to programs and services within the **Cascade Pacific Action Alliance Region** OAC regional service area for Approved Purposes.
  - b. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by the Participating Local Governments enumerated in Paragraph C, or delegating that action to another Participating Local Government, which it shall update at least annually. Each Cascade Pacific Action Alliance Region OAC subcommittee shall provide a link to the other subcommittees' dashboards or other repository.
  - c. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds, and all Participating Local Governments enumerated in Paragraph C shall comply with such requirements. Prior to establishing these requirements, evaluation and reporting tools will be developed in partnership with Participating Local Governments enumerated in Paragraph C, unless already stipulated by the One WA MOU.
  - d. Hearing complaints by Participating Local Governments enumerated in Paragraph C regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
9. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this Agreement that violates any Washington law. In such an action, the alleged offending Party may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Party may seek outside representation to defend itself against such an action.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
11. No changes or additions to this Agreement shall be valid or binding on any Party unless such changes or additions are in writing and executed by all Parties.

12. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute this Agreement.

Approved this day of \_\_\_\_\_ 2023

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

\_\_\_\_\_  
Mayor Onisko

Attest:

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



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

Touch Date: 07/08/2023  
Brief Date: 07/18/2023  
Action Date: 07/18/2023

Department: Community & Economic Development  
Presented By: Jae Hill, Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Appointing a Deputy Hearings Examiner to assist with code enforcement and abatement hearings

#### ATTACHMENTS:

Resolution No. 1277-0723  
Contract

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

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

The City of Shelton's Municipal Code, in Section 2.36.050 allows the City to approve a professional services agreement to provide Hearings Examiner services. The City has several pending code enforcement and abatement cases pending that require specialized experience and strict scheduling requirements that our current Hearings Examiner is unable to meet at this time.

Finding someone qualified to conduct the duties of a Hearings Examiner is difficult at this time, due to a lack of available professionals offering the services. The City was fortunate enough to be referred to an interested attorney at Inslee Best, Charlotte Archer, who has entered into a contract with the City to provide services.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The City's current Hearings Examiner contract with Sound Law Center has expired and is continuing on a carryover basis; due to ownership and structural changes at the firm, Sound Law is unable to provide the rapid and agile scheduling needed to meet the City's scheduling deadlines related to abatement and enforcement found with SMC 17.08. The current Hearings Examiner will continue to handle the regularly-scheduled land use planning hearings, but Inslee Best will provide this specialized and expedited service for code enforcement and abatement.

The City will be readvertising for Hearings Examiner services within the next few months.

### BUDGET/FISCAL INFORMATION:

Provision of services will cost the city pursuant to the contract recently engaged with Inslee Best.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff requests immediate approval of Resolution No. 1277-0723 to facilitate rapid resolution of pending code enforcement cases. Motion: "I move to waive the three-touch rule and to move approval of Resolution No. 1277-0723, appointing a Deputy Hearing Examiner and directing the City Manager to sign the Contract for Services."

**RESOLUTION NO. 1277-0723**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH INSLEE BEST DOEZIE & RYDER PS TO  
PROVIDE HEARING EXAMINER SERVICES**

**WHEREAS**, the City of Shelton is permitted to engage a deputy hearings examiner pursuant to Shelton Municipal Code 2.36.050; and

**WHEREAS**, the City requires the services of an outside hearings examiner specifically for rapid resolution of code enforcement and abatement cases; and

**WHEREAS**, the City desires to have the Hearings Examiner perform such services pursuant to a professional services contract engaged by City staff;

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, approves the attached professional services agreement with the law firm Inslee, Best, Doezie, & Ryder, PS and directs the City Manager to sign the Contract.

**INTRODUCED AND PASSED** by the City Council of the City of Shelton on this 18<sup>th</sup> day of July 2023.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

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

## CONTRACT FOR SERVICES

### City of Shelton and Inslee Best

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and and Inslee, Best, Doezie & Ryder, PS, (the "Consultant"), a corporation organized under the laws of the State of Washington..

WHEREAS, the City is permitted to engage a deputy hearings examiner pursuant to Shelton Municipal Code 2.36.050; and

WHEREAS, the City requires the services of an outside hearings examiner specifically for code enforcement cases; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to the following terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform services as a hearings examiner, as described on **Exhibit "A"** attached hereto and incorporated herein by this reference as if fully set forth in this contract.
2. **Compliance with Applicable Industry Standards, Laws and Requirements.** In performing such services, the Consultant shall at all times comply with all federal, state and local laws applicable to the performance of such services. It is the Consultant's responsibility to identify and comply with such laws, including but not limited to Washington's laws against discrimination; Washington's Industrial Safety and Health Act and associated regulations; Washington's Unemployment Compensation provisions, and any other applicable laws, statutes, regulations or requirements otherwise applicable to the services provided under this Agreement.
3. **Registration, Licensing and Bonding.** Consultant shall at all times maintain appropriate registration, licensing and bonding applicable to professional services to be performed pursuant to this Agreement, and has provided or will provide written evidence of the same to the City upon execution of this Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).
4. **Time Devoted.** The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5. **Provisions of Facilities, Equipment, Personnel.** The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
6. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within thirty (30) days of receipt of an approvable invoice as well as the form titled, **Exhibit “B”**, attached hereto and incorporated herein by this reference.

The Consultant shall provide hearings examiner services for the initial phase of this project at a cost not to exceed **\$29,999**. If additional task authorizations are issued, a new scope and budget will be requested.

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

7. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services which are described in **Exhibit “A”** attached hereto. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental work program and upon the City’s approval, shall be compensated on the same terms of this contract as previously stated, or in a manner mutually agreed upon by both parties.
8. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending **December 31, 2023**, unless sooner terminated under the provisions hereinafter specified.
9. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City's use of the documents, drawings, specifications, and other materials outside of the project intended.
10. **Independent Consultant.** The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

In accordance with Shelton Municipal Code, for the privilege of accepting or executing a contract with the City of Shelton, irrespective of whether goods or services are delivered

within or outside the city, or whether the person's office is within or outside the city, the consultant is subject to the licensing requirements and business and occupation tax levied in SMC Chapters 5.04.030 and 3.52.060.

**11. Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**A. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**B. No Limitation**

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

**C. Minimum Scope of Insurance**

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General

Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**E. Other Insurance Provision**

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

**F. Acceptability of Insurers**

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

**G. Verification of Coverage**

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

**H. Notice of Cancellation**

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**



Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**J. City Full Availability of Consultant Limits**

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

**12. Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**13. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

**14. Termination.** This Agreement may at any time be terminated for any reason by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.

**15. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.

16. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
17. **Entire Agreement.** This Agreement and Exhibits A, B, & C contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
18. **Notices.** The designated project representative for the City of Shelton is:

**Jae Hill**  
**Community & Economic Development Director**  
City of Shelton  
525 West Cota Street  
Shelton, Washington 98584  
(360) 432-5176  
jae.hill@sheltonwa.gov

Notices to the City shall be sent to the address noted above.

The designated project representative for the Consultant is Dawn Findlay Reitan. Notices to the Consultant shall be sent to the following address:

**Dawn Findlay Reitan**  
Inslee Best  
10900 NE 4th Street, Suite 1500  
Bellevue, WA 98004  
(425) 450-4257  
DReitan@insleebest.com

19. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
20. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in **Exhibit "A."** In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project.

21. **Invoice and Activity Report.** The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.


CONTRACT SIGNATURES

DATED this 30th day of June, 2023

CITY OF SHELTON

INSLEE, BEST, DOEZIE & RYDER, PS

By: \_\_\_\_\_  
Mark Ziegler, Interim City Manager

By:  \_\_\_\_\_  
Dawn Findlay Reitan, Shareholder

Attest/Authenticated:

\_\_\_\_\_  
City Clerk (or witness to signature)

## **EXHIBIT A**

### **Inslee Best Contract Scope & Budget**

The Consultant shall perform all duties required of the Hearing Examiner, as detailed in the Shelton Municipal Code, and specifically presiding over quasi-judicial land use hearings related to code enforcement and abatement of unsafe structures or nuisances.

For these services, the City shall pay the consultant a fee of \$295 per hour, billed in 15-minute increments. The Consultant may also charge for actual costs, including such items as copying, service of documents, recording fees, mileage for travel, and similar expenses incurred in processing cases and attending hearings.

**EXHIBIT B**

City of Shelton  
Billing Voucher

To: City of Shelton  
525 West Cota  
Shelton, Washington 98584  
Phone: (360) 426-9731  
FAX: (360) 426-7746

Submittal No.: \_\_\_\_\_

Consultant: \_\_\_\_\_ Telephone: (    ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Project Title: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_ (Attach Invoice)

\_\_\_\_\_  
Authorized Signature

-----  
**BUDGET SUMMARY**

Total contract amount            \$ \_\_\_\_\_

Previous payments                \$ \_\_\_\_\_

Current request                   \$ \_\_\_\_\_

Total requested this

    contract to date                \$ \_\_\_\_\_

Balance remaining                \$ \_\_\_\_\_

Note: If applicable, submit a separate voucher for each project, which is funded by your City of Shelton contract.  
-----

*For Department Use Only*

\_\_\_\_\_  
Director of  
Community & Economic Development

Date: \_\_\_\_\_

## EXHIBIT C

CITY OF SHELTON  
525 West Cota Street  
Shelton, WA 98584  
Phone: (360) 426-9731  
FAX: (360) 426-7746

### TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shelton, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business.

Please complete the following information request form and return it to the City of Shelton before or along the submittal of the first billing voucher.

Please check the appropriate category:

☒ Corporation      ☐ Partnership  
☐ Government Agency  
☐ Individual/Proprietor      ☐ Other (please explain)

Tax Identification #: 91-0872275

UBI #: 601-054-173

Print Name:

Charlotte A. Archer

Print Title:

Shareholder

Business Name:

Inslee Best Doezie & Ryder, P.S.



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

Touch Date: 06/13/2023  
Brief Date: 07/11/2023  
Action Date: 07/18/2023

Department: Public Works  
Presented By: Jay Harris

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

☐

Ordinance

☒ Dept. Head

J.O.H.

Civic Center Parking Lot Project Final  
Acceptance

☒

Resolution

☐ Finance Director

#### ATTACHMENTS:

☐ Attorney

- Resolution No. 1274-0623  
- PowerPoint Presentation

☒

Motion

☐ City Clerk

☐

Other

☐ City Manager

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

On June 23, 2022, City Staff distributed an Invitation to Bid (ITB) for construction of the 2022 Civic Center Parking Lot Project. Two responsive bids were opened on July 19, 2022. City Council approved a contract with Miles Resources, LLC for their low bid of \$502,000.25.

Construction of the project commenced on September 26<sup>th</sup> 2022 and on November 28<sup>th</sup> the project was deemed Substantially Complete. The Contractor returned on April 5<sup>th</sup>, 2023, to complete remaining punch list items and the Physical Completion letter was issued that same day.

The final amount to be paid to the Contractor, after retainage and tax, will be \$502,483.71.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

Staff successfully secured two grants for this project, the Washington State Department of Commerce (\$277,340) and Shelton Centennial Lions Club (\$4200). \$178,908.67 is remaining in the Washington State Department of Commerce end of May 2022 as the grant allowed for reimbursement of design costs. The 2022 budget includes \$51,000 from the Transportation Benefit District, \$21,000 from the General Fund and \$20,000 from the storm drainage capital fund. There is \$200,000 carry over from 2021 budget. The supplemental budget amendment approved on 7-5-22 added \$50,000 from the General Fund to the project budget. There is a total budget for the project of \$537,862.50. The total payment to Miles Resources, LLC for completion of the 2022 Civic Center Parking Lot Project, after retainage and taxes, will be \$502,483.71.

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to adopt Resolution No. 1274-0623 as presented".

**RESOLUTION NO. 1274-0623**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
ACCEPTING THE CIVIC CENTER PARKING LOT PROJECT AS FINAL AND COMPLETE**

**WHEREAS**, a Contract for the 2022 Civic Center Parking Lot Project was awarded to Miles Resources, LLC in the amount of \$502,000.25 on August 2, 2022, following a competitive bidding process; and

**WHEREAS**, construction of the project commenced September 22, 2022; and

**WHEREAS**, the project was deemed Substantially Complete on November 28, 2022 and achieved Physical Completion on April 5th, 2023; and

**WHEREAS**, the final amount paid to the Contractor, after tax and retainage, will be \$502,483.71; and

**WHEREAS**, all documentation required by the Contract and required by law for final acceptance of the project has been furnished by the Contractor.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton that the 2022 Civic Center Parking Lot Project is accepted as final and complete.

**INTRODUCED** on the 11<sup>th</sup> day of July 2023 and **PASSED** by the City Council at its regular meeting held on this 18<sup>th</sup> day of July 2023.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

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



# **Civic Center Parking Lot Final Acceptance**

**7-11-2023**











Pouring concrete flatwork



Spreading gravel during construction



Sports court ready for concrete



Pouring concrete curbs





Spreading gravel



Start of paver installation



Paver installation



Paver installation





Parking lot striping



Parking lot striping



Parking lot trees



Sports court striping





Grass installed



Shrubbery installed

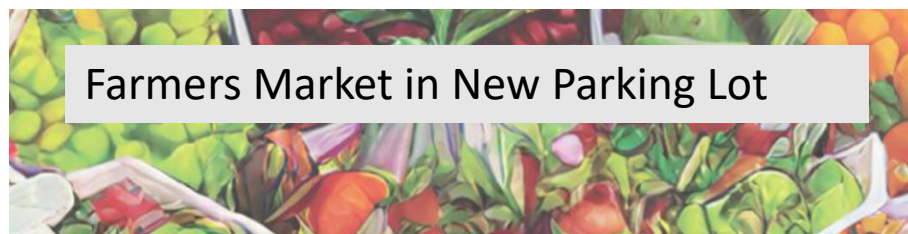


Unveiling of the Lincoln Gym Memorial Court Sign



Ribbon Cutting Ceremony





Farmers Market in New Parking Lot







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

Touch Date: 5/16/2023  
Brief Date: 7/11/2023  
Action Date: 7/18/2023

Department: Public Works  
Presented By: Jay Harris

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Vacate 5<sup>th</sup> Street from Grove-Cota**

☒

Ordinance

☒ Dept. Head

J.O.H.

#### ATTACHMENTS:

☐

Resolution

☐ Finance Director

- Ordinance 2006-0523
- Exhibit A – Vicinity Map of Area to be Vacated.

☐ Attorney

- Exhibit B – Legal Description & Sketch.

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

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

The City of Shelton Police Department utilizes most of the parking on 5<sup>th</sup> Street from Cota to Grove Streets and recently received a grant from the State to install fencing and electric gates to limit public access into the Police parking area.

With the installation of the fencing improvements, 5<sup>th</sup> Street between Cota and Grove Streets will be closed to public vehicular traffic. The sidewalk on the east side of 5<sup>th</sup> Street will remain open for pedestrian traffic.

To allow for the closure of the roadway to the public, the 5<sup>th</sup> Street right-of-way will need to be vacated by the City. A public and private utility easement will be retained over the vacated roadway section for phone, gas, electricity, cable, water, sewer, and storm drainage facilities. A public sidewalk easement will be retained over the easterly portion of the proposed street vacation area.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The Council may approve, approve with conditions or changes, or deny the vacation of public right of way request.

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

Legal Notice of the Public Hearing has been placed in the Mason County Journal, and posted at the Shelton Civic Center, Mason County Building 1, the Post office, and the area to be vacated per RCW Section 35.79.

### STAFF RECOMMENDATION/MOTION:

*"I move to adopt Ordinance No. 2006-0523 as presented".*



**ORDINANCE NO. 2006-0523**

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, VACATING  
5<sup>th</sup> STREET BETWEEN GROVE AND COTA**

**WHEREAS**, the City of Shelton is initiating the vacation of public right-of-way pursuant to RCW 35.79.010 upon the following described street in the City of Shelton;

That portion of 5<sup>th</sup> Street lying South of the South Right-of-Way line of Cota Street and lying North of the following described line:

Beginning at the Northeast Corner of Parcel 2 as described in Statutory Warranty Deed recorded under Auditor's File Number 605432, and as shown on Record of Survey filed in Book 23, Page 201, under Auditor's File Number 670877, records of Mason County, Washington.

Thence East along a line measured perpendicular to the East line of said 5<sup>th</sup> Street to a point on said East line and the Terminus of the herein described line.

Being within the Northeast Quarter of Section 19, Township 20 North, Range 3 West, W.M., City of Shelton, Mason County Washington.

**WHEREAS**, the vacation of 5<sup>th</sup> Street between Grove and Cota is allowable per RCW 35.79; **AND**

**WHEREAS**, the vacation is in the public interest; **AND**

**WHEREAS**, no property will be denied direct access as a result of vacation; **AND**

**WHEREAS**, a Public Hearing was held before the City Council of the City of Shelton on July 11<sup>th</sup>, 2023, pursuant to RCW 35.79.020 upon due notice, wherein the City Council determined to grant the request, finding that the application is in accordance with all requirements of State law and that the vacation would be in the best interest of the citizens of the City of Shelton.

**NOW THEREFORE**, be it ordained by the City Council of the City of Shelton, Washington:

1. That portion of the right of way as shown on Exhibit B herewith attached, is within the City of Shelton, Mason County, Washington be hereby **VACATED**; **PROVIDED** that the City shall retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair and maintenance of overhead and underground public and private utilities including

water, sewer, storm drainage, electric, gas, cable, communication, and telephone facilities. The City also retains a public sidewalk easement over the easterly 8 feet of the street vacation area.

EFFECTIVE DATE: This ordinance shall take effect five days after its passage, approval, and publication as required by law.

INTRODUCED the 11<sup>th</sup> day of July 2023.

ADOPTED by the City Council of the City of Shelton, Washington at a regular open public meeting held the 18<sup>th</sup> day of July 2023.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
Donna Nault, City Clerk



## **EXHIBIT "B"**

### **LEGAL DESCRIPTION**

**Adjacent to Parcel No. 32019-51-16001**  
**5TH Street Right-of-Way Vacation**

That portion of 5th Street lying South of the South Right-of-Way line of Cota Street and lying North of the following described line:

BEGINNING at the Northeast Corner of Parcel 2 as described in Statutory Warranty Deed recorded under Auditor's File Number 605432, and as shown on Record of Survey filed in Book 23, Page 201, under Auditor's File Number 670877, records of Mason County, Washington.

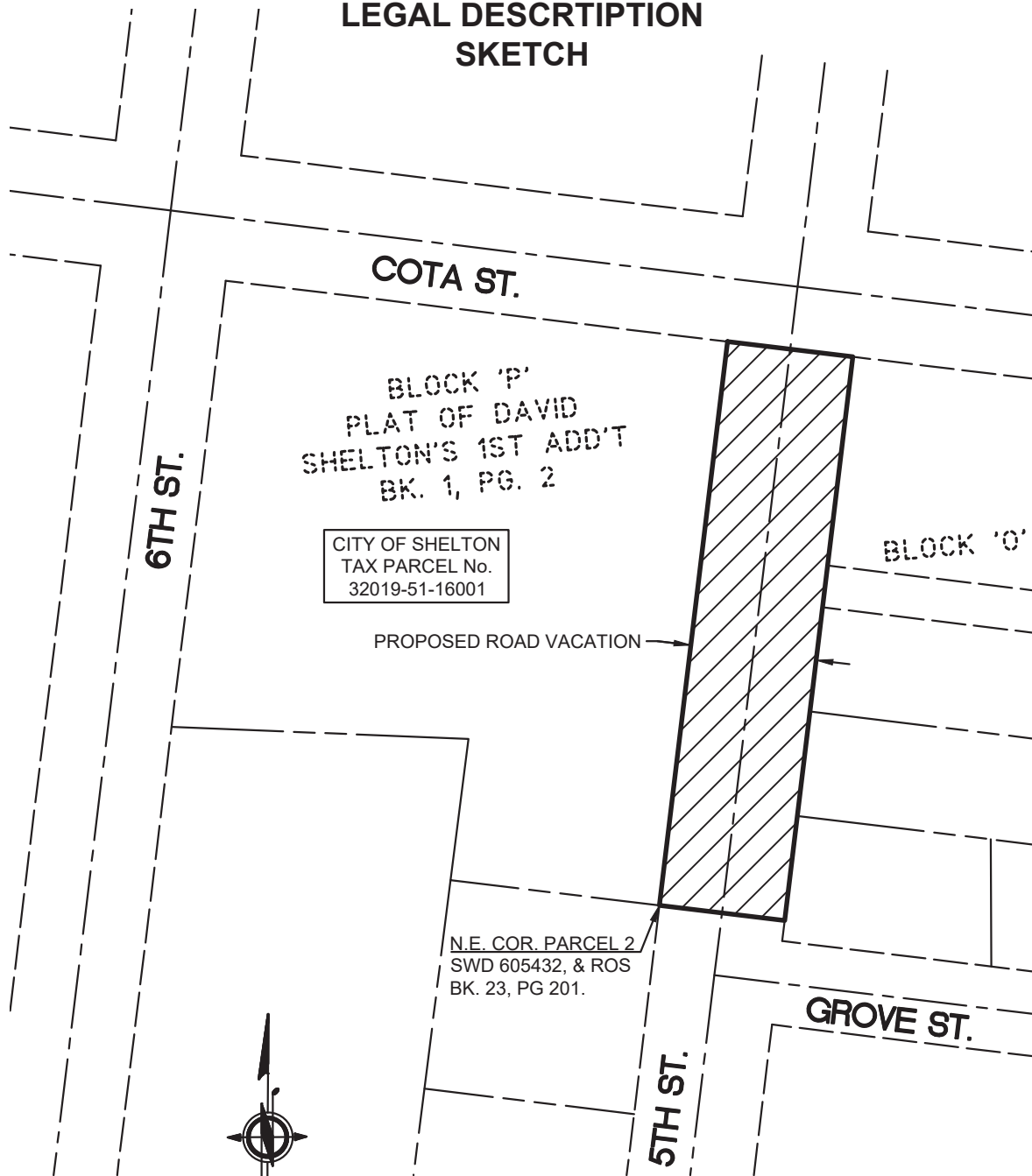
THENCE East along a line measured perpendicular to the East line of said 5th Street to a point on said East line and the TERMINUS of the herein described line.

Being within the Northeast Quarter of Section 19, Township 20 North, Range 3 West, W.M.

Situate in the City of Shelton, County of Mason, State of Washington.

Contains: Approximately 16,209 Square Feet, more or less.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**SKETCH**



- NOTE:
1. REFERENCE DEED: AFN 605432
  2. REFERENCE SURVEY: BK. 23, PG. 201, AFN 670877

**CITY OF SHELTON**  
5TH ST. R/W VACATION



**Gray & Osborne, Inc.**

CONSULTING ENGINEERS  
1130 RAINIER AVENUE SOUTH, SUITE 300  
SEATTLE, WASHINGTON 98144 (206) 284-0860





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

Touch Date: 06/20/2023  
Brief Date: 07/11/2023  
Action Date: 07/18/2023

Department: Executive  
Presented By: Mark Ziegler

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

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

#### REVIEWED:

Chief  
Beason

PROGRAM/PROJECT TITLE:  
Repeal and adoption of Shelton  
Municipal Code Chapter 2.56

#### ATTACHMENTS:

- Ordinance No. 2008-0623
- Existing Shelton Municipal Code  
Chapter 2.56

#### Action Requested:

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

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

Shelton Municipal Code Chapter 2.56 is not consistent with RCW 35A.13.080 City Manager – Powers and Duties and other provisions in the Shelton Municipal Code.

RCW 35A.13.080(2) states: To appoint and remove at any time all department heads, officers, and employees of the code city, except members of the council, and subject to the provisions of any applicable law, rule, or regulation relating to civil service: PROVIDED, That the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council: PROVIDED FURTHER, That if the municipal judge of the code city is appointed, such appointment shall be made by the city manager subject to confirmation by the council, for a four year term. The council may cause an audit to be made of any department or office of the code city government and may select the persons to make it, without the advice or consent of the city manager;

Ordinance No. 2008-0623 has been rewritten by the City Attorney removing unnecessary and inconsistent provisions and updating the appointment procedure of the Shelton Police Chief to meet RCW.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

There are no financial obligations with the proposed ordinance adoption.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to adopt Ordinance No. 2008-0623 as presented"

**ORDINANCE NO. 2008-0623**

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, REPEALING  
AND RE-ADOPTING CHAPTER 2.56 OF THE SHELTON MUNICIPAL CODE  
RELATING TO THE POLICE DEPARTMENT**

WHEREAS, the City Council wishes to update Chapter 2.56 of the Shelton Municipal Code to make it consistent with state laws, including civil service and collective bargaining provisions, as well as other sections of the municipal code.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHELTON HEREBY ORDAINS AS FOLLOWS:

**Section 1.**

The current version of Chapter 2.56 of the Shelton Municipal Code is repealed in its entirety.

**Section 2.**

A new Chapter 2.56 shall be added to the Shelton Municipal Code to read as follows:

**2.56.010 Department established.**

There is created and established the police department of the city of Shelton, which department shall function and operate under the civil service laws of the state of Washington, RCW Chapter [41.12](#).

**2.56.020 Position of police chief established—Appointment, oath.**

There is created and established the position of chief of police who shall be appointed by the City Manager and shall qualify for such office in accordance with city ordinance and state laws including RCW 35.21.333. He/she shall take such oath of office as may be prescribed by the city council.

**2.56.030 Duties of police chief**

The chief of police shall be the executive officer of the police department and shall have direct control and management of all members of the department in the exercise of their duties, subject to the provisions of law and of city ordinances, departmental policies, and collective bargaining agreements. The chief of police shall have custody, care and control of the property and equipment of the police department and shall oversee preparation of the departmental budget. He/she shall conduct periodic surveys of such property and arrange for the appropriate acquisition and surplus of departmental property and equipment. The chief shall ensure that appropriate departmental policies are adopted, preside over grievances as consistent with collective bargaining agreements, and arrange for internal investigations as needed. The chief shall coordinate with the Administrative Services Department to keep personnel records for the department and shall ensure that personnel decisions are consistent with policies, applicable civil service rules, and state law. The chief shall provide reports to

the City Manager and City Council upon request. Additional or different duties may be assigned by contract.

**2.56.040 Duties of department.**

The duties and responsibilities of the police department shall include all duties and responsibilities prescribed by city ordinance, as well as the provisions of state and federal law. The police department has all such authority, responsibility, and duties as are normal to municipal police departments, including, but not limited to, maintenance of the peace, issuance of citations, arrest and detention of persons committing criminal offenses or who are mentally ill, investigation of criminal activity, establishment and maintenance of intelligence files, production of scientific evidence, crime prevention, animal control, and such other duties as are set by ordinance of the city or by the laws of the state.

**Section 3.**

Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

**Section 4.**

Effective Date. This ordinance shall take effect five days after its passage, approval, and publication as required by law.

INTRODUCED the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

ATTEST:

\_\_\_\_\_  
Mayor Onisko

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



## Chapter 2.56

### POLICE DEPARTMENT\*

Sections:

- 2.56.010 Department established.
- 2.56.020 Position of police chief established—Appointment, oath, bond.
- 2.56.030 Powers of police chief—Designation of acting chief.
- 2.56.040 Duties of department.
- 2.56.050 Adoption of departmental regulations.
- 2.56.060 Duties of police chief described.
- 2.56.070 Procedure for appointment of police officers.
- 2.56.080 Qualifications of police officers.
- 2.56.090 Application for appointment—Medical report.
- 2.56.100 Deposit of funds with treasurer-clerk—Certificate of chief.
- 2.56.110 Deposit of fees, rewards.

\* For statutory provisions authorizing cities of the second class to create, establish and regulate a city police, see RCW 35.23.440(31); for provisions on civil service for city police, see RCW Ch. 41.12; for provisions on the chief of police and police force of a city of the second class, see RCW 35.23.120 and 35.23.130.

#### **2.56.010 Department established.**

There is created and established the police department of the city of Shelton, which department shall function and operate under the civil service laws of the state of Washington, RCW Chapter 41.12. (Prior code § 2.52.010)

#### **2.56.020 Position of police chief established—Appointment, oath, bond.**

There is created and established the position of chief of police who shall be nominated by the mayor and approved by a majority of the city council and shall qualify for such office in accordance with the rules and regulations of the civil service commission of the city of Shelton. He shall take such oath of office as may be prescribed by the city council, and shall execute a bond to the city in the penal sum of one thousand dollars, conditioned upon his satisfactory performance of his duties. (Ord. 1921-0518 (part), 2018; prior code § 2.52.020)

#### **2.56.030 Powers of police chief—Designation of acting chief.**

The chief of police shall be the executive officer of the police department and shall have direct control and management of all members of the department in the exercise of their duties, subject to the provisions of law and of city ordinances, and subject to such other lawful orders as may be issued by the mayor or the city council. In the absence or disability of the chief of police, the mayor shall designate a police officer to be acting chief of police, and such acting chief shall perform the duties and exercise the power and authority of the chief but shall be entitled to no additional salary. (Ord. 1921-0518 (part), 2018; prior code § 2.52.030)

#### **2.56.040 Duties of department.**

The chief of police and each police officer shall perform such duties as may be required by law, ordinance or city regulations, and shall be responsible for the maintenance of order, the prevention of crime and the protection of life or property of the citizens of the city. Each member of the police department shall give such assistance as is necessary, or as may be directed by the mayor or the city council, to any other city department or city officer. (Ord. 1921-0518 (part), 2018; prior code § 2.52.040)

#### **2.56.050 Adoption of departmental regulations.**

The chief of police shall adopt, subject to the approval of the mayor and the civil service commission, rules and regulations for the government, discipline, equipment and uniforms of police officers, fixing their duties, and prescribing penalties for violation of any such rules and regulations and the creation and supervision of a police reserve. (Prior code § 2.52.050)

#### **2.56.060 Duties of police chief described.**

The chief of police shall have custody, care and control of the public property and equipment of the police department; he shall conduct periodic surveys of such property and arrange with the city engineer for the salvaging

of discarded or damaged items and submit recommendations to the city council as to future needs. He shall keep an accurate and complete record of all complaints, arrests, violations and convictions, and the disposition of each case handled by the department. The chief shall also keep a record of the accomplishments and performance of each police officer. Following the end of each calendar month, the chief of police shall submit to the mayor a written report on all activities and transactions of the department during the month; he shall also submit an annual report which shall include recommendations as he shall deem advisable with respect to departmental organization, budget, personnel, property or equipment, or such other matters as he shall consider to promote the effective operation of the police department. (Ord. 1921-0518 (part), 2018; prior code § 2.52.060)

**2.56.070 Procedure for appointment of police officers.**

The appointment of the chief of police and each police officer shall be first recommended by the civil service commission from the eligible list of qualified persons for such position, which recommendation shall be acted on for approval and appointment by the city council. No appointment by the city council shall be valid unless first recommended by the civil service commission. (Ord. 1921-0518 (part), 2018; prior code § 2.52.070)

**2.56.080 Qualifications of police officers.**

Each candidate for the position of chief of police and of the police department shall have graduated from high school or its equivalent and meet other standards and requirements as established by the civil service commission. Any false statement on the application records and files or any conviction of a crime other than minor traffic offenses shall automatically bar the applicant, or, if discovered subsequent to appointment, shall automatically vacate his appointment. (Prior code § 2.52.080)

**2.56.090 Application for appointment—Medical report.**

Each applicant for a position as a police officer or the position of chief of police must file with the civil service commission and the city treasurer-clerk a written application and a report by a duly licensed physician or surgeon that within ten days prior to the filing of the application the applicant is of good health and free from any deformity or physical defects or disease. (Prior code § 2.52.090)

**2.56.100 Deposit of funds with treasurer-clerk—Certificate of chief.**

All funds arising out of the police department operations that may be collected by any member of the department shall be deposited with the city treasurer-clerk not later than Tuesday of each week to be accompanied with a statement showing in detail the source of such receipts. The chief of police shall affix thereto his certificate stating that the money so paid is all of the funds collected or received by the department since the preceding statement so filed. (Prior code § 2.52.100)

**2.56.110 Deposit of fees, rewards.**

All fees, rewards and other special remuneration received by the police department or any member thereof shall be deposited with the city treasurer-clerk and shall constitute a special fund which shall be expended for equipment or property for the police department by order of the chief of police. (Prior code § 2.52.110)



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

Touch Date: 06/20/2023  
Brief Date: 07/11/2023  
Action Date: 07/18/2023

Department: Executive  
Presented By: Mark Ziegler

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

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

#### ATTACHMENTS:

- Resolution No. 1275-0623
- Attachment A Employment Agreement

- |  |
|--|
| <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:

On June 20, 2023 the City Council approved the motion to appoint Mark Ziegler as City Manager and authorize the Mayor and Deputy Mayor to negotiate a contract. The contract is presented for Council approval.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

The City Manager position is budgeted in the 2023 City budget.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION: Staff recommends: "I move to adopt Resolution No. 1275-0623 as presented."

**RESOLUTION NO. 1275-0623**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHELTON,  
MASON COUNTY, WASHINGTON, APPOINTING MARK ZIEGLER TO  
SERVE AS THE CITY MANAGER AND AUTHORIZING THE MAYOR  
TO SIGN AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND  
CITY MANAGER MARK ZIEGLER**

**WHEREAS**, the City Council of the City of Shelton desires to appoint Mark Ziegler as the City Manager for the City pursuant to Chapter 35A.13 RCW, and the City and Mr. Ziegler desire to provide for certain procedures, benefits, and requirements regarding his employment with the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, that Mark Ziegler shall serve as the City Manager, and that the Mayor is hereby authorized to sign the employment agreement attached hereto and incorporated in “Attachment A.”

**INTRODUCED AND PASSED** by the City Council on this the 18th day of July, 2023.

Attest:

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

\_\_\_\_\_  
Mayor Onisko

### **Employment Agreement**

This agreement is made and entered into between the City of Shelton, Washington, hereinafter referred to as the CITY, and Mark Ziegler, hereinafter referred to as the CITY MANAGER, pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of Mark Ziegler as City Manager of the City of Shelton; and

WHEREAS, the Parties desire to provide for certain procedures, benefits, and requirements regarding the employment of the City Manager by the City; and

WHEREAS, the City Manager wishes to accept employment with the City under the terms and conditions recited herein.

NOW, THEREFORE, CITY and CITY MANAGER agree to the following:

**Section 1. Scope of Authority, Duties, and Responsibilities.** The City Manager shall assist the City Council in the performance of its duties and shall do all things required of him by the City Council to assist in the administration of the business of the City government; and shall oversee and supervise the various City departments and shall assist in the coordination and liaison of the City business between the City Council and the various City officers and City departments.

Consistent with RCW 35A.13.080, the City Manager's powers and duties shall be as follows. The City Manager shall have authority to delegate the responsibilities outlined in this chapter as the City Manager deems appropriate.

- a. To have general supervision over the administrative affairs of the City;
- b. To appoint and remove at any time all department heads, officers, and employees of the City, except members of the Council, and subject to the provisions of any applicable law, rule, collectively bargained agreement, or regulation relating to civil service;
- c. To attend all meetings of the Council at which his attendance may be required by that body;
- d. To see that all laws and ordinances are faithfully executed, subject to the authority which the Council may grant the mayor to maintain law and order in times of emergency;
- e. To recommend for adoption by the Council such measures as he may deem necessary or expedient;
- f. To prepare and submit to the Council such reports as may be required by that body or as he may deem it advisable to submit;

- g. To keep the Council fully advised of the financial condition of the City and its future needs;
- h. To prepare and submit to the Council a proposed budget for the fiscal year, as required by chapter 35A.33 RCW, and to be responsible for its administration upon adoption;
- i. To perform such other duties as the Council may determine by ordinance or resolution.

In addition, consistent with Shelton Municipal Code § 2.18.030, the City Manager shall have the following specific duties.

- a. Under the direction and authority of the Council, he shall supervise, administer, and coordinate the activities and functions of the various City officers and departments in carrying out the requirements of City ordinances and the policies of the City Council, and to administer and supervise the carrying out of the decisions, regulations, and policies of the various City departments, as designated from time to time by the Council.
- b. He shall regularly report to the Council concerning the status of all assignments, duties, projects and functions of the various City offices and departments.
- c. He shall supervise all purchasing and expenditures by the various City offices, departments, commissions, and boards.
- d. He shall meet with the City Council as often as is necessary to keep them informed of the status and result of departmental operations and projects.
- e. He shall represent the City of Shelton at meetings with other governmental units, agencies, commissions, and associations as directed by the Council.
- f. He shall undertake special projects at the request of the City Council.
- g. He shall be informed about and remain cognizant of federal and state grant and loan opportunities that could be of pecuniary value to the City of Shelton and shall alert the proper City officials to any opportunities for federal and state grants which could benefit the City of Shelton.

**Section 2. Hours of Work.** The City Manager acknowledges that the proper performance of the duties of the City Manager will require the City Manager to generally observe normal business hours and will also require the performance of necessary services outside of normal business hours. The City Manager agrees to devote such additional time as may be necessary for the full and proper performance of the City Manager's duties and responsibilities and that the compensation herein provided includes compensation for all such services. The City Manager shall remain in the exclusive employ of the City and shall not accept any outside professional employment that in any way interferes with the performance of the City Manager's duties.

**Section 3. Salary and Benefits.** The City shall compensate the City Manager with the following compensation and benefits:

- a. The City shall compensate the City Manager with an annual salary as established in the most current City of Shelton salary schedule for non-represented employees beginning at Step H effective April 1, 2023 with associated annual step increases. As required by SMC §2.18.040, the salary of the City Manager shall be approved by the City Council in the annual budget. The City Manager's salary may not be reduced unless budget restraints require an across-the-board reduction in non-represented City staff salaries. Any such reduction shall be no greater than the percentage reduction applied to other staff salaries.
- b. The City Manager shall receive all benefits to the same extent as other exempt management staff.
- c. The City shall pay the annual premium toward the purchase of a life insurance policy having an aggregate amount equal to one year of the City Manager's base salary.
- d. The City shall match deferred compensation to the same extent as other exempt management staff.
- e. The City shall pay for memberships to the International City Manager's Association and the Washington City Council Management Association. The City shall pay for one travel and expenses to one state conference per year. The City Council may allow additional funding for travel and expenses to additional professional conferences and trainings if the budget allows.
- f. The City Manager shall receive an automobile allowance of \$400 per month, in lieu of mileage reimbursement.
- g. The City Manager shall accrue paid vacation leave benefits authorized by the City for other exempt management staff.
- h. The City Manager shall receive sick leave benefits authorized by the City for other exempt management staff.

**Section 4. Term, Removal, and Resignation.** The City Manager shall begin employment as the City Manager on July 19, 2023 and shall serve at the pleasure of the City Council, subject to the provisions in this Agreement, the City code, and state law.

- a. The City Manager may be removed by a majority vote of the City Council. At least thirty days before the effective date of his or her removal, the City Manager must be furnished with a formal statement in the form of a resolution passed by a majority vote of the City Council stating the Council's intention to remove him and the reasons therefore. Upon passage of the resolution stating the Council's intention to remove the

City Manager, the Council by a similar vote may suspend him from duty, but his pay shall continue until his removal becomes effective.

- b. The City Manager may, within thirty days from the date of service upon him of a copy of the City Council's resolution described in §3(a), reply in writing to the resolution. In the event no reply is timely filed, the resolution shall upon the thirty-first day from the date of such service constitute the final resolution removing the City Manager and his services shall terminate upon that day. If a reply shall be timely filed with the City Clerk, the City Council shall fix a time for a public hearing upon the question of the City Manager's removal and a final resolution removing the manager shall not be adopted until a public hearing has been had. The action of the City Council in removing the City Manager shall be final.
- c. In the event that the City Manager chooses to terminate his appointment as City Manager, he shall provide the City Council with a written statement of resignation at least thirty days prior to the effective date of the resignation.

**Section 5. Severance Pay for Involuntary Termination without Cause.** If the City Council terminates the City Manager's appointment without cause, the City Manager shall receive a lump sum equal to six (6) months' base salary at the time of the City Manager's termination. In addition, the City shall pay for health, medical, and dental coverage contributions to continue existing coverage pursuant to COBRA for six (6) months following the date of termination. The City Manager shall not receive any severance in the event that he resigns, or he is terminated for cause.

For purposes of this Agreement, any one of the following shall be grounds to terminate this Agreement for cause:

- a. Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by a City Manager under City code and/or the laws of the United States or the State of Washington.
- b. Conduct relating to City employment that violates Shelton Personnel Policies or other reasonable standards of professional conduct in a substantial manner.
- c. Conviction of any criminal act relating to employment with the City or any other act or non-act affecting the ability of the City Manager to carry out the duties and responsibilities of the position.
- d. Conviction of any felony offense.
- e. Mental or physical unfitness that prevents the City Manager from carrying out the essential functions and duties of the position of City Manager.



**Section 6. Evaluation and Professional Development.** The City Council shall review and evaluate the performance of the City Manager at least once annually in advance of the adoption of the annual operating budget. Annual performance review shall be in accordance with criteria developed by the City Council.

**Section 7. Indemnification.** Pursuant to and subject to SMC §2.82, the City shall defend the City Manager and his marital community from any claim, suit, or other legal action brought against the City Manager in conducting business of the City where the City Manager's alleged acts or omissions were done in good faith and were, or in good faith are purported to be, within the scope of his official duties. This does not apply to alleged criminal acts unless the City Council so determines in its discretion and in accordance with law. The City Manager shall be covered under the City's liability insurance policy for covered acts or omissions occurring in the performance of his duties as a City Official, on the same basis and to the same extent other City Officials are so covered. The City shall bear the full cost of any public official bond required of the City Manager under any law or ordinance.

**Section 8. General Provisions.** The text herein shall constitute the entire Agreement between the parties. If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this agreement rendered or declared invalid. The parties may amend this Agreement only by express written consent. This Agreement is contingent upon approval by the City Council.

IN WITNESS WHEREOF,

FOR THE CITY:

CITY MANAGER:

\_\_\_\_\_  
Mayor Eric Onisko                      Date

\_\_\_\_\_  
Mark Ziegler                                      Date