



Shelton City Council  
Meeting Agenda  
February 20, 2024 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 110040 through 110068 and EFT payment numbers 158 through 167 in the total amount of \$149,074.06
2. Vouchers numbered 110088 through 110145 and EFT payment numbers 168 through 184 in the total amount of \$386,221.07
3. Payroll warrants numbered 3969 through 3970 and 11973 through 12008 and 12009 through 12109. Warrants 110069 through 110087 in the amount of \$940,980.15
4. Minutes:
  - Business Meeting of January 16, 2024
  - Study Session of January 23, 2024

**D. Presentations**

1. Swearing-in of Police Officer
2. MCHS Museum 4<sup>th</sup> Quarter LTAC Report – Presented by Executive Director Liz Arbaugh
3. December Financial Status Report – Presented by Finance Director Mike Githens

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

1. Resolution No. 1311-0124 Pavement Condition Index (PCI) Study – Presented by Capital Projects Manager Aaron Nix
2. Resolution No. 1315-0124 Storm Department Vehicle Purchase – Presented by Public Works Director Jay Harris
3. Meadows Edge Final Plat Approval – Presented by Senior Planner Jason Dose
4. Resolution No. 1318-0224 Mason County Garbage Rates - Presented by City Manager Mark Ziegler
5. Resolution No. 1319-0224 MOU with Mason County for .09 Funds – Presented by City Manager Mark Ziegler
6. Parks Advisory Board Appointment – Presented by Parks & Recreation Supervisor Jordanne Krumpols

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

1. Civic Center Rotating Art Gallery – Presented by Parks & Recreation Supervisor Jordanne Krumpols
2. Ordinance No. 2019-0124 General Facility Charges Update – Presented by Public Works Director Jay Harris
3. Resolution No. 1296-1023 Safe Routes to School Construction Award – Presented by Capital Projects Manager Aaron Nix
4. Resolution No. 1313-0124 Acceptance of Comprehensive Planning Grant Funding – Presented by Community & Economic Development Director Jae Hill
5. Resolution No. 1314-0124 Acceptance of Climate & Resilience Grant Funding – Presented by Community & Economic Development Director Jae Hill

## **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 – March 5, 2024 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.



# 2024 Looking Ahead

(Items and dates are subject to change)

Tues. 2/27 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Emergency Management Basics</li> <li>2024 Work Plans</li> </ul>	Packet Items Due: 2/23 @ noon
Tues. 3/5 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>Proclamation – American Red Cross Month</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>Resolution 1320-0224 Acceptance of TIB Grant for Olympic Highway North Improvements</li> <li>Resolution No. 1317-0224 Police Vehicle Purchase</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Resolution No. 1311-0124 Work Order for Pavement Condition Index (PCI) Study</li> <li>Resolution No. 1315-0124 Stormwater Vehicle Purchase</li> <li>Parks Advisory Board Appointment</li> <li>Mason County Garbage Rates</li> <li>Memorandum of Understanding with Mason County for .09 Funds</li> <li>Meadows Edge Final Plat</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 2/23 @ 5:00 p.m.
Tues. 3/12 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 3/8 @ noon
Tues. 3/19 5:45 p.m.	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 3/8 @ 5:00 p.m.
Tues. 3/19 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>January Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>Resolution No. xxxx-xxxx ADA Transition Plan Contract, Transpo</li> <li>Library Deck Grant Acceptance</li> </ul>	Packet Items Due: 3/8 @ 5:00 p.m.

		Action Agenda <ul style="list-style-type: none"> <li>Resolution 1320-0224 Acceptance of TIB Grant for Olympic Highway North Improvements</li> <li>Resolution No. 1317-0224 Police Vehicle Purchase</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	
Tues. 3/26 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>International Property Maintenance Code</li> </ul>	Packet Items Due: 3/22 @ noon
Tues. 4/2 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li></li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Resolution No. xxxx-xxxx ADA Transition Plan Contract, Transpo</li> <li>Library Deck Grant Acceptance</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 3/22 @ 5:00 p.m.
Tues. 4/9 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 4/5 @ noon
Tues. 4/16 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>February 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></li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 4/5 @ 5:00 p.m.
Tues. 4/23 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 4/19 @ noon

Other – TBD

- Public Hearing Ordinance No. 1990-0522 Amending SMC 17.12
- Project and Funding Authorization for Wallace Kneeland/Shelton Springs Intersection Improvements
- Height Limit Ordinance
- Resolution No. 1305-1123 AMI Project Award
- Resolution No. 1316-0124 Interlocal Agreement with Mason County for Reimbursable Work, Supplies and Services



## 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 110040 through number 110068 and EFT payment numbers 158 through 167 in the total amount of \$149,074.06 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 5th of February, 2024.

  
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 \_\_\_\_\_, 2024.

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

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

\_\_\_\_\_  
Councilmember George Blush

\_\_\_\_\_  
Councilmember Tom Gilmore

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

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

\_\_\_\_\_  
Councilmember Melissa Stearns



Shelton, WA

# Check Register

Packet: APPKT03009 - FEBRUARY 5, 2024 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
003655	BATTERIES PLUS	02/05/2024	EFT	0.00	522.32	158
VEN02319	DENALI WATER SOLUTIONS LLC	02/05/2024	EFT	0.00	3,195.25	159
023078	FASTENAL COMPANY	02/05/2024	EFT	0.00	1,370.43	160
045000	H.D. FOWLER COMPANY	02/05/2024	EFT	0.00	1,383.80	161
132235	MOUNTAIN MIST WATER	02/05/2024	EFT	0.00	20.55	162
151000	P. U. D. # 3	02/05/2024	EFT	0.00	13,719.66	163
189670	THE SHOPPER	02/05/2024	EFT	0.00	431.20	164
201148	TMG SERVICES, INC.	02/05/2024	EFT	0.00	1,243.15	165
202392	VERIZON WIRELESS	02/05/2024	EFT	0.00	3,140.21	166
204069	WESTERN STEEL & SUPPLY, INC.	02/05/2024	EFT	0.00	1,111.85	167
002982	APP	02/05/2024	Regular	0.00	3,007.19	110040
002520	ARAMARK	02/05/2024	Regular	0.00	71.29	110041
VEN02338	BHC CONSULTANTS LLC	02/05/2024	Regular	0.00	9,256.00	110042
VEN02340	BLT SHELTON PONY, LLC	02/05/2024	Regular	0.00	2,627.88	110043
024990	BRIDGESTONE RETAIL OPERATIONS,	02/05/2024	Regular	0.00	1,929.82	110044
009351	DELAGE LANDEN FINANCIAL SVCS	02/05/2024	Regular	0.00	170.23	110045
009573	DEPT OF ECOLOGY	02/05/2024	Regular	0.00	50,163.06	110046
009595	DEPT. OF LICENSING	02/05/2024	Regular	0.00	18.00	110047
VEN02046	DOBBS PETERBILT	02/05/2024	Regular	0.00	344.33	110048
018001	EMPLOYMENT SECURITY DEPT	02/05/2024	Regular	0.00	2,352.69	110049
VEN01406	FERGUSON WATERWORKS	02/05/2024	Regular	0.00	2,445.59	110050
31216	G.W., INC.	02/05/2024	Regular	0.00	1,153.12	110051
045150	HACH COMPANY	02/05/2024	Regular	0.00	9,643.27	110052
VEN02096	MARSH USA INC	02/05/2024	Regular	0.00	851.00	110053
142952	NORTH CENTRAL LABORATORIES	02/05/2024	Regular	0.00	894.48	110054
142965	NORTHSTAR CHEMICAL, INC	02/05/2024	Regular	0.00	5,071.17	110055
VEN02312	ODP BUSINESS SOLUTIONS LLC	02/05/2024	Regular	0.00	513.57	110056
150076	OWEN EQUIPMENT COMPANY	02/05/2024	Regular	0.00	1,252.92	110057
VEN02070	PAPE MACHINERY	02/05/2024	Regular	0.00	1,975.52	110058
155541	PARAMETRIX, INC.	02/05/2024	Regular	0.00	9,958.63	110059
VEN02198	RAM ELECTRIC	02/05/2024	Regular	0.00	5,314.88	110060
903584	RIGHT SYSTEMS	02/05/2024	Regular	0.00	4,386.47	110061
178231	SEAN CARNEY	02/05/2024	Regular	0.00	40.00	110062
VEN02199	TERMINIX PROCESSING CENTER	02/05/2024	Regular	0.00	1,463.34	110063
201300	TOZIER BROS INC.	02/05/2024	Regular	0.00	127.56	110064
VEN02408	VEOLIA WATER TECHNOLOGIES TRE	02/05/2024	Regular	0.00	6,805.46	110065
203780	WATER MGMNT LABORATORIES INC	02/05/2024	Regular	0.00	891.00	110066
053987	WESTBAY NAPA AUTO PARTS	02/05/2024	Regular	0.00	197.99	110067
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	02/05/2024	Regular	0.00	9.18	110068

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	29	0.00	122,935.64
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	26	10	0.00	26,138.42
Virtual Payments	0	0	0.00	0.00
	83	39	0.00	149,074.06

## Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2024	149,074.06
			<b>149,074.06</b>



Shelton, WA

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By Check Number

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Bank Code: APBNK-Main-APBNK-Main						
003655	BATTERIES PLUS	02/05/2024	EFT	0.00	522.32	158
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
P69761381	Invoice	01/23/2024	CUST#3604325193 BULB	0.00	522.32	
402-400-000-53580-3100		Office and Operating		CUST#3604325193 BULB	522.32	
VEN02319	DENALI WATER SOLUTIONS LLC	02/05/2024	EFT	0.00	3,195.25	159
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV720296	Invoice	01/25/2024	CUST#599121378 TRANSPORTATION	0.00	3,195.25	
402-400-000-53580-4100		Professional Services/Adv		CUST#599121378 TRANSP	3,195.25	
023078	FASTENAL COMPANY	02/05/2024	EFT	0.00	1,370.43	160
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM220304	Invoice	01/25/2024	CUST#WATUM1961 HAND SANITIZER	0.00	10.97	
401-000-000-53480-3100		Office and Operating		CUST#WATUM1961 HAND	10.97	
WATUM220750	Invoice	01/25/2024	CUST#WATUM1962 MISC SUPPLIES	0.00	391.24	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 MISC	391.24	
WATUM220805	Invoice	01/24/2024	CUST#WATUM1961 MISC SUPPLIES	0.00	266.51	
401-000-000-53480-3100		Office and Operating		CUST#WATUM1961 MISC	266.51	
WATUM220819	Invoice	01/24/2024	CUST#WATUM1962 MISC SUPPLIES	0.00	701.71	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 MISC	701.71	
045000	H.D. FOWLER COMPANY	02/05/2024	EFT	0.00	1,383.80	161
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
I6608361	Invoice	01/23/2024	ACCT#194680 CATCH BASIN, COVER	0.00	1,383.80	
402-400-000-53580-3100		Office and Operating		ACCT#194680 CATCH BASI	1,383.80	
132235	MOUNTAIN MIST WATER	02/05/2024	EFT	0.00	20.55	162
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005814467	Invoice	01/26/2024	ACCT#088436 PW SHOP	0.00	20.55	
401-000-000-53480-3100		Office and Operating		ACCT#088436 PW SHOP	20.55	
151000	P. U. D. # 3	02/05/2024	EFT	0.00	13,719.66	163
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
101002JAN24	Invoice	01/22/2024	101002JAN24	0.00	102.26	
101-000-000-54264-4700		Utility Services		101002JAN24	102.26	
101097001JAN24	Invoice	01/18/2024	101097001JAN24	0.00	93.77	
101-000-000-54264-4700		Utility Services		101097001JAN24	93.77	
101149001JAN24	Invoice	01/22/2024	101149001JAN24	0.00	115.59	
401-000-000-53480-4700		Utility Services-Water		101149001JAN24	115.59	
101155001JAN24	Invoice	01/18/2024	101155001JAN24	0.00	4,938.56	
401-000-000-53480-4700		Utility Services-Water		101155001JAN24	4,938.56	
109397001JAN24	Invoice	01/18/2024	109397001JAN24	0.00	97.95	
101-000-000-54264-4700		Utility Services		109397001JAN24	97.95	
109413001JAN24	Invoice	01/18/2024	109413001JAN24	0.00	66.73	
101-000-000-54264-4700		Utility Services		109413001JAN24	66.73	

## Check Register

Packet: APPKT03009-FEBRUARY 5, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
113939001JAN24	Invoice	01/17/2024	113939001JAN24	0.00	111.25	
401-000-000-53480-4700	Utility Services-Water		113939001JAN24		111.25	
252689001JAN24	Invoice	01/22/2024	252689001JAN24	0.00	5,870.18	
402-640-000-53580-4700	Utility Services-Sewer Sat		252689001JAN24		5,870.18	
25911001JAN24	Invoice	01/18/2024	25911001JAN24	0.00	1,850.82	
401-000-000-53480-4700	Utility Services-Water		25911001JAN24		1,850.82	
25913001JAN24	Invoice	01/18/2024	25913001JAN24	0.00	106.92	
401-000-000-53480-4700	Utility Services-Water		25913001JAN24		106.92	
26197001JAN24	Invoice	01/18/2024	26197001JAN24	0.00	88.02	
101-000-000-54264-4700	Utility Services		26197001JAN24		88.02	
82241001JAN24	Invoice	01/17/2024	82241001JAN24	0.00	147.73	
001-141-000-57680-4700	Utility Services-Park		82241001JAN24		147.73	
85079001JAN24	Invoice	01/17/2024	85079001JAN24	0.00	66.98	
402-300-000-53580-4700	Utility Services-Sewer Ma		85079001JAN24		66.98	
85183001JAN24	Invoice	01/17/2024	85183001JAN24	0.00	62.90	
404-000-000-53180-4700	Utility Services		85183001JAN24		62.90	
189670	THE SHOPPER	02/05/2024	EFT	0.00	431.20	164
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
59851	Invoice	01/22/2024	WINDOW ENVELOPES	0.00	431.20	
001-111-000-51421-3100	Office and Operating			WINDOW ENVELOPES	215.60	
001-111-000-51423-3100	Office and Operating			WINDOW ENVELOPES	215.60	
201148	TMG SERVICES, INC.	02/05/2024	EFT	0.00	1,243.15	165
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0051141-IN	Invoice	01/23/2024	CUST#1908050 PARTS FOR PUMP	0.00	1,243.15	
402-640-000-53580-4800	Repairs and Maintenance			CUST#1908050 PARTS FOR	1,243.15	
202392	VERIZON WIRELESS	02/05/2024	EFT	0.00	3,140.21	166
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9954755098	Invoice	01/20/2024	ACCT#972465947-00001	0.00	3,140.21	
001-115-000-51895-4200	Communication			ACCT#972465947-00001	295.54	
001-118-000-52122-4200	Communication			ACCT#972465947-00001	1,802.43	
001-130-000-51810-4200	Communication			ACCT#972465947-00001	42.22	
001-132-000-51888-4200	Communication			ACCT#972465947-00001	82.23	
001-140-000-55850-4200	Communication			ACCT#972465947-00001	82.23	
001-140-000-55860-4200	Communication			ACCT#972465947-00001	40.01	
001-141-000-57680-4200	Communication			ACCT#972465947-00001	42.22	
101-000-000-54264-4200	Communications			ACCT#972465947-00001	42.22	
401-000-000-53480-4200	Communication			ACCT#972465947-00001	253.32	
402-400-000-53580-4200	Communication			ACCT#972465947-00001	295.54	
404-000-000-53180-4200	Communication			ACCT#972465947-00001	120.03	
503-000-000-54865-4200	Communication			ACCT#972465947-00001	42.22	
204069	WESTERN STEEL & SUPPLY, INC.	02/05/2024	EFT	0.00	1,111.85	167
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
209560	Invoice	01/26/2024	MILD STEEL PLATE 3/8	0.00	1,111.85	
401-000-000-53480-3100	Office and Operating			MILD STEEL PLATE 3/8	1,111.85	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002982	APP	02/05/2024	Regular	0.00	3,007.19	110040
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>24-009853</u>	Invoice	01/17/2024	ACCT#AP7500158 FUEL	0.00	3,007.19	
<u>503-250-000-58900-0001</u>		Inventory-Gas		ACCT#AP7500158 FUEL	3,007.19	
002520	ARAMARK	02/05/2024	Regular	0.00	71.29	110041
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5120398247</u>	Invoice	01/24/2024	ACCT#792105972 COVERALLS,MATS,TOW	0.00	71.29	
<u>401-000-000-53480-4901</u>		Miscellaneous - Shop		ACCT#792105972 COVERA	71.29	
VEN02338	BHC CONSULTANTS LLC	02/05/2024	Regular	0.00	9,256.00	110042
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0019642</u>	Invoice	01/23/2024	ANGLESIDE PZ IMPROVEMENTS	0.00	6,798.50	
<u>401-000-000-53480-4100</u>		Professional Services/Adv		ANGLESIDE PZ IMPROVEM	6,798.50	
<u>0019643</u>	Invoice	01/23/2024	WATER RESERVOIR STUDY	0.00	2,457.50	
<u>401-000-000-53480-4100</u>		Professional Services/Adv		WATER RESERVOIR STUDY	2,457.50	
VEN02340	BLT SHELTON PONY, LLC	02/05/2024	Regular	0.00	2,627.88	110043
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>649597</u>	Invoice	02/15/2024	VIN#5172 UNIT 206 MAINTENANCE	0.00	78.07	
<u>001-118-000-52122-4805</u>		Repairs and Maintenance		VIN#5172 UNIT 206 MAIN	78.07	
<u>649763</u>	Invoice	01/23/2024	VIN#3818 UNIT 207 MAINTENANCE	0.00	2,280.97	
<u>001-118-000-52122-4805</u>		Repairs and Maintenance		VIN#3818 UNIT 207 MAIN	2,280.97	
<u>649846</u>	Invoice	02/24/2024	VIN#6761 MOUNT & BALANCE TIRES	0.00	268.84	
<u>001-118-000-52122-4805</u>		Repairs and Maintenance		VIN#6761 MOUNT & BALA	268.84	
024990	BRIDGESTONE RETAIL OPERATIONS,	02/05/2024	Regular	0.00	1,929.82	110044
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>175550</u>	Invoice	01/20/2024	TIRES UNIT 79, 19, 50	0.00	1,929.82	
<u>001-118-000-52122-3110</u>		Office & Operating-Auto		TIRES UNIT 79, 19, 50	1,929.82	
009351	DELAGE LANDEN FINANCIAL SVCS	02/05/2024	Regular	0.00	170.23	110045
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>81869392</u>	Invoice	01/20/2024	CONTRACT#500-50493254	0.00	170.23	
<u>401-250-000-59134-7001</u>		Long Term Lease - Water		CONTRACT#500-50493254	170.23	
009573	DEPT OF ECOLOGY	02/05/2024	Regular	0.00	50,163.06	110046
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>LN-000003781</u>	Invoice	01/09/2024	L0800003 GOLDSBOROUGH CRK SEWER	0.00	50,163.06	
<u>402-700-000-59135-7814</u>		Princ-DOE SRF Goldsbgh		L0800003 GOLDSBOROUG	50,163.06	
009595	DEPT. OF LICENSING	02/05/2024	Regular	0.00	18.00	110047
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SHP240005</u>	Invoice	01/25/2024	SHP240005	0.00	18.00	
<u>657-000-000-58600-0007</u>		Concealed Pistol Permits		SHP240005	18.00	
VEN02046	DOBBS PETERBILT	02/05/2024	Regular	0.00	344.33	110048
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>032P45172</u>	Invoice	01/25/2024	CUST#801479 MIRROR, ASSY WIPER 1999	0.00	184.83	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		CUST#801479 MIRROR, AS	184.83	

## Check Register

Packet: APPKT03009-FEBRUARY 5, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
032P45178	Invoice	01/26/2024	CUST#801479 ARM ASSY WIPER 19991D	0.00	159.50	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		CUST#801479 ARM ASSY		159.50	
018001	EMPLOYMENT SECURITY DEPT	02/05/2024	Regular	0.00	2,352.69	110049
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
Q4/2023	Invoice	12/31/2023	Q4 2023 UI TAX	0.00	2,352.69	
502-000-000-51778-2000	Payment to Claimants-Un		Q4 2023 UI TAX		2,352.69	
VEN01406	FERGUSON WATERWORKS	02/05/2024	Regular	0.00	2,445.59	110050
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0028904	Invoice	01/23/2024	CUST#2544 IPERL MTRS/520MS	0.00	2,445.59	
401-000-000-53480-3100	Office and Operating		CUST#2544 IPERL MTRS/5		2,445.59	
31216	G.W., INC.	02/05/2024	Regular	0.00	1,153.12	110051
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1243830	Invoice	01/16/2024	ACCT#595318 GLOCKS, MAGAZINE	0.00	1,153.12	
001-118-000-52122-3500	Small Tools/Equipment		ACCT#595318 GLOCKS, M		1,153.12	
045150	HACH COMPANY	02/05/2024	Regular	0.00	9,643.27	110052
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
13895068	Invoice	01/24/2024	ACCT#170152 TURBIDIMETERS/CONTROL	0.00	971.89	
402-640-000-53580-3100	Office and Operating		ACCT#170152 TURBIDIME		971.89	
13896097	Invoice	01/25/2024	ACCT#170152 TURBIDIMETERS/CONTROL	0.00	4,335.69	
402-640-000-53580-3100	Office and Operating		ACCT#170152 TURBIDIME		4,335.69	
13898015	Invoice	01/26/2024	ACCT#170152 TURBIDIMETERS/CONTROL	0.00	4,335.69	
402-640-000-53580-3100	Office and Operating		ACCT#170152 TURBIDIME		4,335.69	
VEN02096	MARSH USA INC	02/05/2024	Regular	0.00	851.00	110053
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
920058616682	Invoice	01/23/2024	CLIENT#9200500000 2024-2025 STORAGE	0.00	851.00	
001-115-000-51895-4600	PW ADMIN-Insurance		CLIENT#9200500000 2024		851.00	
142952	NORTH CENTRAL LABORATORIES	02/05/2024	Regular	0.00	894.48	110054
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
497992	Invoice	01/09/2024	ACCT#42215 MISC PARTS	0.00	894.48	
402-400-000-53580-3100	Office and Operating		ACCT#42215 MISC PARTS		894.48	
142965	NORTHSTAR CHEMICAL, INC	02/05/2024	Regular	0.00	5,071.17	110055
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
266398	Invoice	10/27/2023	CUST#100472 SODIUM HYPOCHLORITE	0.00	5,071.17	
402-640-000-53580-3100	Office and Operating		CUST#100472 SODIUM HY		5,071.17	
VEN02312	ODP BUSINESS SOLUTIONS LLC	02/05/2024	Regular	0.00	513.57	110056
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
347564402001	Invoice	01/12/2024	ACCT#28972108 MISC OFFICE SUPPLIES	0.00	402.30	
001-111-000-51421-3100	Office and Operating		ACCT#28972108 MISC OFF		133.39	
001-111-000-51423-3100	Office and Operating		ACCT#28972108 MISC OFF		234.19	
001-130-000-51810-3100	Office and Operating		ACCT#28972108 MISC OFF		34.72	
347592533001	Invoice	01/12/2024	ACCT#28972108 MISC OFFICE SUPPLIES	0.00	105.56	
001-111-000-51423-3100	Office and Operating		ACCT#28972108 MISC OFF		105.56	
347592541001	Invoice	01/12/2024	ACCT#28972108 POST ITS	0.00	5.71	

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Packet: APPKT03009-FEBRUARY 5, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-111-000-51423-3100		Office and Operating	ACCT#28972108 POST ITS		5.71	
150076	OWEN EQUIPMENT COMPANY	02/05/2024	Regular	0.00	1,252.92	110057
<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>	
00113712	Invoice	01/25/2024	ACCT#35941 PIPE ASSY, NOZZLE ASSY 199	0.00	1,252.92	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V	ACCT#35941 PIPE ASSY, N		1,252.92	
VENO2070	PAPE MACHINERY	02/05/2024	Regular	0.00	1,975.52	110058
<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>	
678439	Invoice	01/26/2024	CUST#6101822 REPAIR LEAK ON FRONT A	0.00	1,975.52	
001-141-000-57680-4800		Repairs and Maintenance	CUST#6101822 REPAIR LEA		1,975.52	
155541	PARAMETRIX, INC.	02/05/2024	Regular	0.00	9,958.63	110059
<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>	
52173	Invoice	01/18/2024	SCADA SERVICES- WATER	0.00	6,091.13	
401-000-000-53480-4100		Professional Services/Adv	SCADA SERVICES- WATER		6,091.13	
52174	Invoice	01/18/2024	SCADA SERVICES	0.00	3,867.50	
402-400-000-53580-4100		Professional Services/Adv	SCADA SERVICES		3,867.50	
VENO2198	RAM ELECTRIC	02/05/2024	Regular	0.00	5,314.88	110060
<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>	
5802	Invoice	01/19/2024	1700 FAIRMOUNT AVE LIGHTS	0.00	5,314.88	
402-400-000-53580-4800		Repairs and Maintenance	1700 FAIRMOUNT AVE LIG		5,314.88	
903584	RIGHT SYSTEMS	02/05/2024	Regular	0.00	4,386.47	110061
<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>	
SI-185008	Invoice	01/22/2024	CUST#COS006 COUNCIL MEMBER PHONE	0.00	1,020.00	
001-110-000-51160-3100		Office and Operating	CUST#COS006 COUNCIL M		1,020.00	
SI-185075	Invoice	01/25/2024	CUST# COS006 MONTHLY MICROSOFT	0.00	3,366.47	
001-132-000-51888-4100		Data Processing-Prof Svcs	CUST# COS006 MONTHLY		3,366.47	
178231	SEAN CARNEY	02/05/2024	Regular	0.00	40.00	110062
<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>	
JAN/2024KIMUD	Invoice	02/01/2024	JAN/2024KIMUDO	0.00	40.00	
001-141-000-57120-4100		Professional Services/Adv	JAN/2024KIMUDO		40.00	
VENO2199	TERMINIX PROCESSING CENTER	02/05/2024	Regular	0.00	1,463.34	110063
<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>	
442220409	Invoice	01/09/2024	CUST#13638825 907 W BIRCH ST	0.00	68.54	
401-000-000-53480-4100		Professional Services/Adv	CUST#13638825 907 W BI		68.54	
442221630	Invoice	01/09/2024	CUST#13634102 900 WALLACE KNEELAN	0.00	69.63	
401-000-000-53480-4100		Professional Services/Adv	CUST#13634102 900 WALL		69.63	
442222083	Invoice	01/09/2024	CUST#13632896 10891 N HWY 101	0.00	147.97	
402-640-000-53580-4100		Professional Services/Adv	CUST#13632896 10891 N		147.97	
442222722	Invoice	01/09/2024	CUST#13638801 51 PUBLIC WORKS DR	0.00	69.63	
401-000-000-53480-4100		Professional Services/Adv	CUST#13638801 51 PUBLI		69.63	
442222778	Invoice	01/09/2024	CUST#13634026 2401 N SHELTON SPRING	0.00	69.63	
401-000-000-53480-4100		Professional Services/Adv	CUST#13634026 2401 N S		69.63	
442222803	Invoice	01/09/2024	CUST#13638814 100 MUNCASTER DR	0.00	69.63	
401-000-000-53480-4100		Professional Services/Adv	CUST#13638814 100 MUN		69.63	
442222857	Invoice	01/09/2024	CUST#13638789 553 BEAR ST	0.00	69.63	



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>401-000-000-53480-4100</u>		Professional Services/Adv	CUST#13638789 553 BEAR		69.63	
<u>442222921</u>	Invoice	01/09/2024	CUST#13634132 1437 W HARVARD ST	0.00	69.63	
<u>401-000-000-53480-4100</u>		Professional Services/Adv	CUST#13634132 1437 W H		69.63	
<u>442222983</u>	Invoice	01/09/2024	CUST#13633877 1000 W PINE ST	0.00	104.45	
<u>401-000-000-53480-4101</u>		Professional Services - Sh	CUST#13633877 1000 W P		104.45	
<u>442223028</u>	Invoice	01/09/2024	CUST#13634265 2001 N 13TH ST	0.00	69.63	
<u>401-000-000-53480-4100</u>		Professional Services/Adv	CUST#13634265 2001 N 1		69.63	
<u>442224559</u>	Invoice	01/09/2024	CUST#13638768 626 MAGNOLIA AVE	0.00	68.54	
<u>401-000-000-53480-4100</u>		Professional Services/Adv	CUST#13638768 626 MAG		68.54	
<u>442226299</u>	Invoice	01/09/2024	CUST#13634000 311 S FRONT ST	0.00	69.63	
<u>402-400-000-53580-4100</u>		Professional Services/Adv	CUST#13634000 311 S FR		69.63	
<u>442226641</u>	Invoice	01/09/2024	CUST#13634073 100 TURNER AVE	0.00	69.63	
<u>402-400-000-53580-4100</u>		Professional Services/Adv	CUST#13634073 100 TUR		69.63	
<u>442227018</u>	Invoice	01/09/2024	CUST#13634151 811 S 15TH ST	0.00	69.63	
<u>401-000-000-53480-4100</u>		Professional Services/Adv	CUST#13634151 811 S 15T		69.63	
<u>442227416</u>	Invoice	01/09/2024	CUST#13959345 710 W ALDER ST	0.00	143.62	
<u>001-142-000-57250-4100</u>		Professional Services/Adv	CUST#13959345 710 W AL		143.62	
<u>442228597</u>	Invoice	01/09/2024	CUST#13632853 1701 FAIRMOUNT AVE	0.00	233.92	
<u>402-400-000-53580-4100</u>		Professional Services/Adv	CUST#13632853 1701 FAIR		233.92	
201300	TOZIER BROS INC.	02/05/2024	Regular	0.00	127.56	110064
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>467983</u>	Invoice	01/25/2024	CUST#20090 NUTS AND BOLTS	0.00	8.62	
<u>503-000-000-54865-3100</u>		Office and Operating		CUST#20090 NUTS AND B	8.62	
<u>467991</u>	Invoice	01/25/2024	CUST#20090 MISC PARTS	0.00	118.94	
<u>001-141-000-57680-3100</u>		Office and Operating		CUST#20090 MISC PARTS	118.94	
VEN02408	VEOLIA WATER TECHNOLOGIES TRE	02/05/2024	Regular	0.00	6,805.46	110065
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>902506966</u>	Invoice	01/19/2024	ACCT#510148 PARTS FOR DISINFECT SYST	0.00	6,805.46	
<u>402-400-000-53580-4800</u>		Repairs and Maintenance		ACCT#510148 PARTS FOR	6,805.46	
203780	WATER MGMNT LABORATORIES INC	02/05/2024	Regular	0.00	891.00	110066
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>217806</u>	Invoice	01/22/2024	ACCT#AS201R TESTS	0.00	891.00	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		ACCT#AS201R TESTS	891.00	
053987	WESTBAY NAPA AUTO PARTS	02/05/2024	Regular	0.00	197.99	110067
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>068539</u>	Invoice	01/24/2024	ACCT#4296 WIPER BLADES, RAINX 65857	0.00	49.90	
<u>503-000-000-54865-3102</u>		Oper Supplies-Parts		ACCT#4296 WIPER BLADES	49.90	
<u>068562</u>	Invoice	01/24/2024	ACCT#4296 BLADES, OIL	0.00	116.56	
<u>503-000-000-54865-3101</u>		Vehicle Supplies		ACCT#4296 BLADES, OIL	69.94	
<u>503-000-000-54865-3103</u>		Vehicle Supp-EM&R Vehic		ACCT#4296 BLADES, OIL	46.62	
<u>068762</u>	Invoice	01/26/2024	ACCT#4296 SWITCHES	0.00	31.53	
<u>401-000-000-53480-3100</u>		Office and Operating		ACCT#4296 SWITCHES	31.53	
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	02/05/2024	Regular	0.00	9.18	110068

## Check Register

Packet: APPKT03009-FEBRUARY 5, 2024 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	
<u>PACKAGEID#1167</u>	Invoice	01/23/2024	WSP CRIME LAB		0.00	9.18
<u>001-118-000-52122-4200</u>		Communication		WSP CRIME LAB		9.18

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	29	0.00	122,935.64
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	26	10	0.00	26,138.42
Virtual Payments	0	0	0.00	0.00
	83	39	0.00	149,074.06

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2024	149,074.06
			149,074.06

## 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 110088 through number 110145 and EFT payment numbers 168 through 184 in the total amount of \$386,221.07 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 9th of February, 2024.

  
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 \_\_\_\_\_, 2024.

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

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

\_\_\_\_\_  
Councilmember George Blush

\_\_\_\_\_  
Councilmember Tom Gilmore

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

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

\_\_\_\_\_  
Councilmember Melissa Stearns



Shelton, WA

# Check Register

Packet: APPKT03019 - FEBRUARY 9, 2024 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
005900	CAPITAL BUSINESS MACHINES	02/09/2024	EFT	0.00	768.30	168
	**Void**	02/09/2024	EFT	0.00	0.00	169
008450	COMMUNITY ACTION COUNCIL	02/09/2024	EFT	0.00	72.01	170
009231	DARREN PARSE	02/09/2024	EFT	0.00	150.00	171
VENO2319	DENALI WATER SOLUTIONS LLC	02/09/2024	EFT	0.00	6,552.60	172
023078	FASTENAL COMPANY	02/09/2024	EFT	0.00	689.57	173
040960	GRAINGER	02/09/2024	EFT	0.00	524.39	174
VENO2140	HAGGARD & GANSON LLP	02/09/2024	EFT	0.00	6,187.50	175
VENO1286	MASON CONSERVATION DISTRICT	02/09/2024	EFT	0.00	8,308.30	176
129030	MILES SAND & GRAVEL CO.	02/09/2024	EFT	0.00	242.74	177
132235	MOUNTAIN MIST WATER	02/09/2024	EFT	0.00	79.75	178
151000	P. U. D. # 3	02/09/2024	EFT	0.00	4,286.67	179
163450	PURCHASE POWER	02/09/2024	EFT	0.00	704.05	180
189670	THE SHOPPER	02/09/2024	EFT	0.00	580.32	181
VENO1972	THOMAS A FURRER	02/09/2024	EFT	0.00	1,599.07	182
202392	VERIZON WIRELESS	02/09/2024	EFT	0.00	958.37	183
VENO2437	WALTER E NELSON CO OF WESTERN	02/09/2024	EFT	0.00	576.54	184
VENO2394	AIMPOINT INC	02/09/2024	Regular	0.00	1,920.32	110088
002223	ANDRITZ SEPARATION INC.	02/09/2024	Regular	0.00	22,577.04	110089
VENO2440	ANNALIESA B. HARKSEN	02/09/2024	Regular	0.00	150.00	110090
VENO1393	APGN INC.	02/09/2024	Regular	0.00	1,539.76	110091
002982	APP	02/09/2024	Regular	0.00	5,056.44	110092
002520	ARAMARK	02/09/2024	Regular	0.00	65.71	110093
003002	ASSOC OF WA CITIES	02/09/2024	Regular	0.00	12,899.90	110094
003185	AUTOMATED COMMUNICATIONS C	02/09/2024	Regular	0.00	881.28	110095
VENO2340	BLT SHELTON PONY, LLC	02/09/2024	Regular	0.00	513.66	110096
098000	BUILDERS FIRSTSOURCE	02/09/2024	Regular	0.00	156.61	110097
108679	CENTRAL MASON FIRE AND EMS	02/09/2024	Regular	0.00	187,558.30	110098
VENO1214	CINTAS CORPORATION	02/09/2024	Regular	0.00	204.92	110099
009251	DATAPROSE LLC	02/09/2024	Regular	0.00	2,764.43	110100
009566	DEPARTMENT OF HEALTH	02/09/2024	Regular	0.00	4,949.20	110101
009595	DEPT. OF LICENSING	02/09/2024	Regular	0.00	54.00	110102
023108	FCS GROUP	02/09/2024	Regular	0.00	1,988.75	110103
VENO2460	FIRST CITIZENS BANK & TRUST CO	02/09/2024	Regular	0.00	548.37	110104
VENO2477	GINA MELTON BUSKIRK	02/09/2024	Regular	0.00	300.00	110105
VENO1299	GRAY & OSBORNE	02/09/2024	Regular	0.00	13,056.30	110106
VENO2505	GUNDERSON LAW OFFICE, PLLC	02/09/2024	Regular	0.00	10,000.00	110107
045150	HACH COMPANY	02/09/2024	Regular	0.00	7,309.18	110108
053992	HOOD CANAL COMMUNICATIONS	02/09/2024	Regular	0.00	5,331.26	110109
VENO2509	HOUSE BROTHERS CONST INC	02/09/2024	Regular	0.00	95.00	110110
VENO2425	HUMANE SOCIETY OF MASON COUN	02/09/2024	Regular	0.00	220.85	110111
064940	J & I POWER EQUIPMENT INC	02/09/2024	Regular	0.00	3,284.98	110112
085995	LANGUAGE LINE SERVICES	02/09/2024	Regular	0.00	316.41	110113
VENO2490	LEAVI HINCHCLIFF	02/09/2024	Regular	0.00	132.46	110114
087799	LEMAY MOBILE SHREDDING	02/09/2024	Regular	0.00	15.84	110115
087799	LEMAY MOBILE SHREDDING	02/09/2024	Regular	0.00	31.68	110116
194000	LEROY T. VALLEY	02/09/2024	Regular	0.00	202.85	110117
090100	LES SCHWAB TIRES	02/09/2024	Regular	0.00	46.76	110118
113004	MASON COUNTY - UTILITIES/WASTE	02/09/2024	Regular	0.00	283.51	110119
108850	MASON COUNTY GARBAGE CO.-A V	02/09/2024	Regular	0.00	3,475.21	110120
113000	MASON COUNTY TREASURER	02/09/2024	Regular	0.00	42.63	110121
114420	MASON TRANSIT AUTHORITY	02/09/2024	Regular	0.00	580.00	110122
142300	NISQUALLY INDIAN TRIBE	02/09/2024	Regular	0.00	22.58	110123
VENO2520	OMER FOURNIER	02/09/2024	Regular	0.00	543.50	110124

## Check Register

Packet: APPKT03019-FEBRUARY 9, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01351	OSCAR MATIAS PABLO	02/09/2024	Regular	0.00	280.00	110125
149976	OTIS ELEVATOR COMPANY	02/09/2024	Regular	0.00	17,960.88	110126
164899	QWEST DBA CENTURYLINK	02/09/2024	Regular	0.00	1,069.15	110127
166927	RAINIER LIGHTING & ELECTRICAL	02/09/2024	Regular	0.00	868.85	110128
VEN02198	RAM ELECTRIC	02/09/2024	Regular	0.00	3,780.80	110129
VEN02275	RDAK LLC	02/09/2024	Regular	0.00	315.42	110130
903584	RIGHT SYSTEMS	02/09/2024	Regular	0.00	17,889.27	110131
188025	SHELTON VETERINARY HOSPITAL	02/09/2024	Regular	0.00	260.50	110132
187000	SHELTON-MASON COUNTY JOURNA	02/09/2024	Regular	0.00	93.00	110133
VEN01971	STEVE MCQUAID	02/09/2024	Regular	0.00	400.00	110134
197259	SUNSET AIR, INC.	02/09/2024	Regular	0.00	641.92	110135
178252	TASCHNER LAW, PLLC	02/09/2024	Regular	0.00	12,940.00	110136
201300	TOZIER BROS INC.	02/09/2024	Regular	0.00	651.28	110137
VEN02499	TRANSUNION RISK AND ALTERNATI	02/09/2024	Regular	0.00	130.56	110138
201875	TYLER TECHNOLOGIES	02/09/2024	Regular	0.00	160.00	110139
203035	WASHINGTON ST. TREASURER	02/09/2024	Regular	0.00	2,736.57	110140
203030	WASHINGTON STATE PATROL	02/09/2024	Regular	0.00	84.50	110141
203780	WATER MGMNT LABORATORIES INC	02/09/2024	Regular	0.00	356.00	110142
053987	WESTBAY NAPA AUTO PARTS	02/09/2024	Regular	0.00	829.00	110143
155563	YOUNGLOVE & COKER-PLLC	02/09/2024	Regular	0.00	3,348.00	110144
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	02/09/2024	Regular	0.00	25.50	110145

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	111	58	0.00	353,940.89
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	37	17	0.00	32,280.18
Virtual Payments	0	0	0.00	0.00
	<b>148</b>	<b>75</b>	<b>0.00</b>	<b>386,221.07</b>

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2024	386,221.07
			<u>386,221.07</u> ✓



Shelton, WA

# Check Register

Packet: APPKT03019 - FEBRUARY 9, 2024 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
005900	CAPITAL BUSINESS MACHINES	02/09/2024	EFT	0.00	768.30	168
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV192706	Invoice	02/07/2024	CONTRACT#CN3230-01	0.00	228.00	
001-111-000-51423-4500	Operating Rentals		CONTRACT#CN3230-01		136.80	
001-130-000-51810-4500	Operating Rentals		CONTRACT#CN3230-01		91.20	
INV192707	Invoice	02/07/2024	CBM CONTRACT #CN3370-01	0.00	245.28	
001-110-000-51160-4500	Operating Rentals		CONTRACT#CN3370-01		60.58	
001-111-000-51421-4500	Operating Rentals		CONTRACT#CN3370-01		2.31	
001-111-000-51423-4500	Operating Rentals		CONTRACT#CN3370-01		8.58	
001-115-000-51896-4500	Operating Rentals		CONTRACT#CN3370-01		82.05	
001-120-000-51310-4500	Operating Rentals		CONTRACT#CN3370-01		2.77	
001-121-000-51430-4500	Operating Rentals		CONTRACT#CN3370-01		0.69	
001-130-000-51810-4500	Operating Rentals		CONTRACT#CN3370-01		0.22	
001-132-000-51888-4500	Operating Rentals		CONTRACT#CN3370-01		9.81	
001-140-000-55860-4500	Operating Rentals		CONTRACT#CN3370-01		63.16	
001-141-000-57680-4500	Operating Rentals		CONTRACT#CN3370-01		6.82	
001-142-000-51830-4500	Operating Rental		CONTRACT#CN3370-01		8.00	
001-143-000-57320-4500	Operating Rentals		CONTRACT#CN3370-01		0.29	
INV192708	Invoice	02/07/2024	CONTRACT#CN3227-01	0.00	38.08	
401-000-000-53480-4500	Operating Rentals		CONTRACT#CN3227-01		38.08	
INV192709	Invoice	02/07/2024	CONTRACT#CN3364-01	0.00	63.64	
401-000-000-53480-4500	Operating Rentals		CONTRACT#CN3364-01		63.64	
INV192710	Invoice	02/07/2024	CONTRACT#CN1866-01	0.00	69.10	
402-400-000-53580-4500	Operating Rentals		CONTRACT#CN1866-01		69.10	
INV192730	Invoice	02/07/2024	CONTRACT#CN1692-01	0.00	11.06	
001-112-000-51251-4500	Operating Rentals		CONTRACT#CN1692-01		11.06	
INV192731	Invoice	02/07/2024	CONTRACT#CN3142-01	0.00	27.20	
001-112-000-51251-4500	Operating Rentals		CONTRACT#CN3142-01		27.20	
INV192732	Invoice	02/07/2024	CONTRACT#CN3143-01	0.00	38.08	
001-112-000-51251-4500	Operating Rentals		CONTRACT#CN3143-01		38.08	
INV192733	Invoice	02/07/2024	CONTRACT#CN3144-01	0.00	38.08	
001-112-000-51251-4500	Operating Rentals		CONTRACT#CN3144-01		38.08	
INV192734	Invoice	02/07/2024	CONTRACT#CN3588-01	0.00	9.78	
001-112-000-51251-4500	Operating Rentals	23-ITC	CONTRACT#CN3588-01		9.78	
**Void**		02/09/2024	EFT	0.00	0.00	169
008450	COMMUNITY ACTION COUNCIL	02/09/2024	EFT	0.00	72.01	170
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
JAN/2024	Invoice	02/01/2024	JAN 2024 SOS	0.00	72.01	
657-000-000-58600-0014	SOS Contributions		JAN 2024 SOS		72.01	
009231	DARREN PARSE	02/09/2024	EFT	0.00	150.00	171
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INTERPRETATION	Invoice	01/30/2024	INTERPRETATION01102024	0.00	150.00	
001-112-000-51251-4106	Interpreter Expenses		INTERPRETATION0110202		150.00	
VEN02319	DENALI WATER SOLUTIONS LLC	02/09/2024	EFT	0.00	6,552.60	172



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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	
INV723248	Invoice	02/06/2024	CUST#599121378 TRANSPORTATION	0.00	6,552.60	
402-400-000-53580-4100		Professional Services/Adv		CUST#599121378 TRANSP	6,552.60	
023078	FASTENAL COMPANY	02/09/2024	EFT	0.00	689.57	173
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM217963	Invoice	10/04/2023	CUST# WATUM1991 MISC SUPPLIES	0.00	305.40	
001-118-000-52122-3100		Office and Operating		CUST# WATUM1991 MISC	305.40	
WATUM219333	Invoice	11/30/2023	CUST# WATUM1991 BLANKET, WIPES	0.00	86.16	
001-118-000-52122-3100		Office and Operating		CUST# WATUM1991 BLAN	86.16	
WATUM219785	Invoice	12/14/2023	CUST# WATUM1991 MISC SUPPLIES	0.00	286.35	
001-118-000-52122-3100		Office and Operating		CUST# WATUM1991 MISC	286.35	
WATUM220306	Invoice	01/25/2024	CUST# WATUIM1147 BLISTER PK, HPC	0.00	11.66	
503-000-000-54865-3100		Office and Operating		CUST# WATUIM1147 BLIST	11.66	
040960	GRAINGER	02/09/2024	EFT	0.00	524.39	174
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9974427767	Invoice	01/25/2024	ACCT#839177342 ADAPTER 67806D	0.00	42.39	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT#839177342 ADAPTE	42.39	
9975118960	Invoice	01/25/2024	ACCT#839177342 HYD MOTOR 69994D	0.00	482.00	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT#839177342 HYD MO	482.00	
VEN02140	HAGGARD & GANSON LLP	02/09/2024	EFT	0.00	6,187.50	175
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
476	Invoice	02/01/2024	SHELT.001 GENERAL COUNSEL	0.00	6,187.50	
001-122-000-51541-4100		Professional Services/Adv		SHELT.001 GENERAL COUN	6,187.50	
VEN01286	MASON CONSERVATION DISTRICT	02/09/2024	EFT	0.00	8,308.30	176
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4796	Invoice	01/05/2024	CUST#50 GRANT INVOICING-STORM CAP	0.00	8,308.30	
404-000-000-53180-4100		Prof Serv-Stormwater Im	23-STORMCAPGRANT	CUST#50 GRANT INVOICIN	8,308.30	
129030	MILES SAND & GRAVEL CO.	02/09/2024	EFT	0.00	242.74	177
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2015407	Invoice	01/30/2024	WATER DEPT TICKET#000191	0.00	242.74	
401-000-000-53480-3100		Office and Operating		WATER DEPT TICKET#0001	242.74	
132235	MOUNTAIN MIST WATER	02/09/2024	EFT	0.00	79.75	178
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005791066	Invoice	01/12/2024	ACCT#088436 ANIMAL CONTROL	0.00	18.10	
001-140-000-55430-3100		Office and Operating - Ani		ACCT#088436 ANIMAL CO	13.75	
001-140-000-55430-4500		Operating Rentals - Anim		ACCT#088436 ANIMAL CO	4.35	
005814466	Invoice	01/26/2024	ACCT#088436 ANIMAL CONTROL	0.00	13.75	
001-140-000-55430-3100		Office and Operating - Ani		ACCT#088436 ANIMAL CO	13.75	
005814474	Invoice	01/26/2024	ACCT#088436 POLICE	0.00	34.15	
001-118-000-52122-3100		Office and Operating		ACCT#088436 POLICE	34.15	
005814476	Invoice	01/26/2024	ACCT#088436 MUNI COURT	0.00	13.75	
001-112-000-51251-3100		Office and Operating		ACCT#088436 MUNI COUR	13.75	
151000	P. U. D. # 3	02/09/2024	EFT	0.00	4,286.67	179

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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>109441001JAN24</u>	Invoice	01/25/2024	109441001JAN24		78.63	
<u>101-000-000-54264-4700</u>		Utility Services		109441001JAN24	78.63	
<u>13867</u>	Invoice	11/29/2023	ACCT#283 LIGHT POLE REPLACEMENT		4,208.04	
<u>101-000-000-54264-4800</u>		Repairs and Maint-Signals		ACCT#283 LIGHT POLE REP	4,208.04	
163450	PURCHASE POWER	02/09/2024	EFT	0.00	704.05	180
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>80009000113670</u>	Invoice	01/25/2024	8000900011367046JAN24		704.05	
<u>001-111-000-51421-4200</u>		Communication		8000900011367046JAN24	461.34	
<u>001-111-000-51423-4200</u>		Communication		8000900011367046JAN24	240.66	
<u>001-142-000-51890-4215</u>		Communication-Civic Cen		8000900011367046JAN24	2.05	
189670	THE SHOPPER	02/09/2024	EFT	0.00	580.32	181
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>59101</u>	Invoice	11/08/2023	BUDGET LABELS		13.47	
<u>001-111-000-51423-4100</u>		Professional Services/Adv		BUDGET LABELS	13.47	
<u>59126</u>	Invoice	11/13/2023	CAFE BOUNDARY STICKERS		566.85	
<u>001-115-000-51896-4100</u>		Professional Services/Adv		CAFE BOUNDARY STICKERS	566.85	
VENO1972	THOMAS A FURRER	02/09/2024	EFT	0.00	1,599.07	182
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB/2024</u>	Invoice	02/01/2024	FEB 2024 SECURITY SERVICES		1,599.07	
<u>001-112-000-51251-4109</u>		Other Professional Servic		FEB 2024 SECURITY SERVIC	1,599.07	
202392	VERIZON WIRELESS	02/09/2024	EFT	0.00	958.37	183
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9954944091</u>	Invoice	01/23/2024	ACCT#342078219-00001		373.32	
<u>001-115-000-51895-4200</u>		Communication		ACCT#342078219-00001	147.78	
<u>001-140-000-55430-4200</u>		Communication - Animal		ACCT#342078219-00001	42.75	
<u>001-140-000-55850-4200</u>		Communication		ACCT#342078219-00001	42.75	
<u>401-000-000-53480-4200</u>		Communication		ACCT#342078219-00001	70.02	
<u>402-400-000-53580-4200</u>		Communication		ACCT#342078219-00001	70.02	
<u>9955039264</u>	Invoice	01/23/2024	ACCT#942084392-00001		585.05	
<u>001-110-000-51160-4200</u>		Communication		ACCT#942084392-00001	299.25	
<u>001-111-000-51423-4200</u>		Communication		ACCT#942084392-00001	42.75	
<u>001-112-000-51251-4200</u>		Communication	23-ITC	ACCT#942084392-00001	42.75	
<u>001-112-000-51251-4200</u>		Communication		ACCT#942084392-00001	42.75	
<u>001-120-000-51310-4200</u>		Communication		ACCT#942084392-00001	42.75	
<u>001-121-000-51430-4200</u>		Communication		ACCT#942084392-00001	42.75	
<u>001-140-000-55850-4200</u>		Communication		ACCT#942084392-00001	42.75	
<u>001-142-000-51830-4200</u>		Communication		ACCT#942084392-00001	29.30	
VENO2437	WALTER E NELSON CO OF WESTERN	02/09/2024	EFT	0.00	576.54	184
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>938931</u>	Credit Memo	01/11/2024	CUST#12400 CREDIT FOR CLEANER		-94.56	
<u>001-142-000-51830-3100</u>		Office and Operating		CUST#12400 CREDIT FOR C	-94.56	
<u>965736</u>	Invoice	01/19/2024	CUST#12400 MISC SUPPLIES		413.41	
<u>001-142-000-51890-3115</u>		Office and Operating-Civi		CUST#12400 MISC SUPPLI	114.77	
<u>001-142-000-51890-3115</u>		Office and Operating-Civi		CUST#12400 MISC SUPPLI	47.45	
<u>001-142-000-51890-3115</u>		Office and Operating-Civi		CUST#12400 MISC SUPPLI	101.86	
<u>001-142-000-57250-3100</u>		Office and Operating		CUST#12400 MISC SUPPLI	47.45	
<u>001-142-000-57250-3100</u>		Office and Operating		CUST#12400 MISC SUPPLI	101.88	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
966857	Invoice	01/26/2024	CUST#12400 TOWELS	0.00	257.69	
001-142-000-51890-3115	Office and Operating-Civi		CUST#12400 TOWELS		154.61	
401-000-000-53480-3100	Office and Operating		CUST#12400 TOWELS		103.08	
VEN02394	AIMPOINT INC	02/09/2024	Regular	0.00	1,920.32	110088
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
102379	Invoice	01/31/2024	RIFLE OPTIC SIGHT, RED DOT SIGHT	0.00	1,920.32	
001-118-000-52122-3500	Small Tools/Equipment		RIFLE OPTIC SIGHT, RED D		1,920.32	
002223	ANDRITZ SEPARATION INC.	02/09/2024	Regular	0.00	22,577.04	110089
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
8480124402	Invoice	01/29/2024	CUST#133716 ENGINEERING WORK	0.00	9,220.00	
402-400-000-53580-4800	Repairs and Maintenance		CUST#133716 ENGINEERI		9,220.00	
8480124403	Invoice	01/29/2024	CUST#133716 PANEL PC, SW LICENSE	0.00	13,357.04	
402-400-000-53580-4800	Repairs and Maintenance		CUST#133716 PANEL PC, S		13,357.04	
VEN02440	ANNALIESA B. HARKSEN	02/09/2024	Regular	0.00	150.00	110090
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
JUDGEPROTEMJA	Invoice	01/31/2024	JUDGEPROTEMJAN24	0.00	150.00	
001-112-000-51251-4101	Judge Pro-Tem		JUDGEPROTEMJAN24		150.00	
VEN01393	APGN INC.	02/09/2024	Regular	0.00	1,539.76	110091
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
19097	Invoice	01/30/2024	MISC PARTS	0.00	1,539.76	
402-400-000-53580-3100	Office and Operating		MISC PARTS		1,539.76	
002982	APP	02/09/2024	Regular	0.00	5,056.44	110092
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24-000984	Invoice	01/03/2024	ACCT#AP7500158 FUEL	0.00	2,673.95	
503-250-000-58900-0001	Inventory-Gas		ACCT#AP7500158 FUEL		2,673.95	
24-013905	Invoice	01/24/2024	ACCT# AP7500158 FUEL	0.00	2,382.49	
503-250-000-58900-0001	Inventory-Gas		ACCT# AP7500158 FUEL		2,382.49	
002520	ARAMARK	02/09/2024	Regular	0.00	65.71	110093
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120394025	Invoice	02/01/2024	ACCT#792105973 COVERALLS,MATS,TOW	0.00	65.71	
402-400-000-53580-4900	Miscellaneous		ACCT#792105973 COVERA		65.71	
003002	ASSOC OF WA CITIES	02/09/2024	Regular	0.00	12,899.90	110094

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	
122079	Invoice	01/01/2024	2024 MEMBERSHIP, WORKERS COMP PRO	0.00	12,899.90	
001-130-000-51810-4100		Professional Services/Adv		2024 MEMBERSHIP, WORK	7,071.93	
001-141-000-57680-4100		Professional Services/Adv		2024 MEMBERSHIP, WORK	222.20	
101-000-000-54290-4100		Streets-Mx/Admin Overh		2024 MEMBERSHIP, WORK	222.20	
101-000-000-54290-4100		Streets-Mx/Admin Overh		2024 MEMBERSHIP, WORK	552.49	
401-000-000-53480-4100		Professional Services/Adv		2024 MEMBERSHIP, WORK	444.00	
401-000-000-53480-4100		Professional Services/Adv		2024 MEMBERSHIP, WORK	994.49	
402-500-000-53580-4104		Professional Services/Adv		2024 MEMBERSHIP, WORK	573.50	
402-500-000-53580-4104		Professional Services/Adv		2024 MEMBERSHIP, WORK	1,325.99	
404-000-000-53180-4103		Professional Services-		2024 MEMBERSHIP, WORK	333.00	
404-000-000-53180-4103		Professional Services-		2024 MEMBERSHIP, WORK	872.94	
503-000-000-54865-4101		Professional Services/Adv		2024 MEMBERSHIP, WORK	55.50	
503-000-000-54865-4101		Professional Services/Adv		2024 MEMBERSHIP, WORK	231.66	
003185	AUTOMATED COMMUNICATIONS C	02/09/2024	Regular	0.00	881.28	110095
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
30371	Invoice	02/01/2024	MONITORING SVCS JULY-DEC2023	0.00	261.12	
402-400-000-53580-4100		Professional Services/Adv		MONITORING SVCS JULY-D	261.12	
30372	Invoice	02/01/2024	MONITORING SVCS JULY-DEC2023	0.00	359.04	
402-640-000-53580-4100		Professional Services/Adv		MONITORING SVCS JULY-D	359.04	
30373	Invoice	02/01/2024	MONITORING SVCS JULY-DEC 2023	0.00	261.12	
402-400-000-53580-4100		Professional Services/Adv		MONITORING SVCS JULY-D	261.12	
VEN02340	BLT SHELTON PONY, LLC	02/09/2024	Regular	0.00	513.66	110096
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
649873	Invoice	01/25/2024	VIN#6761 REPAIR/MAINTENANCE	0.00	435.59	
001-118-000-52122-4805		Repairs and Maintenance		VIN#6761 REPAIR/MAINTENANCE	435.59	
649971	Invoice	01/30/2024	VIN#9619 MAINTENANCE	0.00	78.07	
001-118-000-52122-4805		Repairs and Maintenance		VIN#9619 MAINTENANCE	78.07	
098000	BUILDERS FIRSTSOURCE	02/09/2024	Regular	0.00	156.61	110097
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
88542007	Invoice	01/25/2024	ACCT#671668 MISC PARTS	0.00	10.10	
402-400-000-53580-3100		Office and Operating		ACCT#671668 MISC PARTS	10.10	
88543400	Invoice	01/25/2024	ACCT#671668 TEXTURE WALL COLOR	0.00	21.75	
001-142-000-51890-3115		Office and Operating-Civi		ACCT#671668 TEXTURE W	21.75	
88570351	Invoice	02/01/2024	ACCT#671668 HYDRANT YD 2'	0.00	108.79	
401-000-000-53480-3100		Office and Operating		ACCT#671668 HYDRANT Y	108.79	
88570370	Invoice	02/01/2024	ACCT#671668 WALL ANCHOR, NOTEBOO	0.00	15.97	
401-000-000-53480-3100		Office and Operating		ACCT#671668 WALL ANCH	15.97	
108679	CENTRAL MASON FIRE AND EMS	02/09/2024	Regular	0.00	187,558.30	110098
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FEB/2024	Invoice	02/01/2024	FEB 2024 SERVICES	0.00	187,558.30	
001-119-000-52220-4103		Prof FF Services-Fire Dist		FEB 2024 SERVICES	135,241.84	
001-119-000-52221-4103		Prof EMS Services-Fire Di		FEB 2024 SERVICES	45,080.61	
001-119-000-52260-4100		Professional Serv - CMFE		FEB 2024 SERVICES	4,777.52	
001-119-000-52260-4100		Professional Serv - CMFE		FEB 2024 SERVICES	2,458.33	
VEN01214	CINTAS CORPORATION	02/09/2024	Regular	0.00	204.92	110099

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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	
5196312219	Invoice	02/05/2024	CUST#10690213 FIRST AID	0.00	204.92	
001-118-000-52122-3100		Office and Operating		CUST#10690213 FIRST AID	204.92	
009251	DATAPROSE LLC	02/09/2024	Regular	0.00	2,764.43	110100
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DP2400189	Invoice	01/31/2024	ACCT#1397 STATEMENTS JAN 2024	0.00	2,764.43	
001-111-000-51421-4100		Professional Services/Adv		ACCT#1397 STATEMENTS J	485.45	
001-111-000-51421-4200		Communication		ACCT#1397 STATEMENTS J	2,219.50	
001-141-000-57120-4100		Professional Services/Adv		ACCT#1397 STATEMENTS J	59.48	
009566	DEPARTMENT OF HEALTH	02/09/2024	Regular	0.00	4,949.20	110101
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
78170N/2024	Invoice	02/08/2024	OWNER# 005327 2024 OP CERT	0.00	4,949.20	
401-000-000-53480-4959		WATER-Misc License/Per		OWNER# 005327 2024 OP	4,949.20	
009595	DEPT. OF LICENSING	02/09/2024	Regular	0.00	54.00	110102
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SHP0004	Invoice	02/02/2024	SHP0004	0.00	18.00	
657-000-000-58600-0007		Concealed Pistol Permits		SHP0004	18.00	
SHP240008	Invoice	02/06/2024	SHP240008	0.00	18.00	
657-000-000-58600-0007		Concealed Pistol Permits		SHP240008	18.00	
SHP240009	Invoice	02/06/2024	SHP240009	0.00	18.00	
657-000-000-58600-0007		Concealed Pistol Permits		SHP240009	18.00	
023108	FCS GROUP	02/09/2024	Regular	0.00	1,988.75	110103
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3737-22401162	Invoice	01/19/2024	WATER, SEWER, RATE GFC STUDY	0.00	1,988.75	
401-000-000-53480-4100		Professional Services/Adv		WATER, SEWER, RATE GFC	994.38	
402-400-000-53580-4100		Professional Services/Adv		WATER, SEWER, RATE GFC	994.37	
VEN02460	FIRST CITIZENS BANK & TRUST CO	02/09/2024	Regular	0.00	548.37	110104
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
44058220	Invoice	01/25/2024	CUST#230086269 COPIER	0.00	401.48	
001-118-000-59121-7001		Long Term Lease - Police		CUST#230086269 COPIER	401.48	
44120082	Invoice	02/02/2024	CUST#2000176406 JAMES DOCTER COPIE	0.00	146.89	
001-112-000-59112-7001		Long Term Lease - Muni C 23-ITC		CUST#2000176406 JAMES	146.89	
VEN02477	GINA MELTON BUSKIRK	02/09/2024	Regular	0.00	300.00	110105
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
JUDGEPROTEMJA	Invoice	01/31/2024	JUDGEPROTEMJAN24	0.00	300.00	
001-112-000-51251-4101		Judge Pro-Tem		JUDGEPROTEMJAN24	300.00	
VEN01299	GRAY & OSBORNE	02/09/2024	Regular	0.00	13,056.30	110106
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
31FEB24	Invoice	02/02/2024	WWTP RECLAIM TANK DESIGN SVCS	0.00	4,145.77	
412-000-000-59435-4101		Sewer-Capital Exp-Pro Svc	18-RECLMTANK	WWTP RECLAIM TANK DES	4,145.77	
36FEB24	Invoice	02/02/2024	WELL 1 REHAB	0.00	8,910.53	
411-000-000-59434-4101		Water Capital Exp-Prof Sv	18-WELL1REHAB	WELL 1 REHAB	8,910.53	
VEN02505	GUNDERSON LAW OFFICE, PLLC	02/09/2024	Regular	0.00	10,000.00	110107

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1335	Invoice	02/01/2024	PROSECUTION SERVICES JAN 2024	0.00	10,000.00	
001-122-000-51545-4101		Prof Serv - Prosecutor		PROSECUTION SERVICES J	10,000.00	
045150	HACH COMPANY	02/09/2024	Regular	0.00	7,309.18	110108
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
13903002	Invoice	01/31/2024	ACCT#170152 TURBIDIMETERS	0.00	7,309.18	
402-640-000-53580-4800		Repairs and Maintenance		ACCT#170152 TURBIDIME	7,309.18	
053992	HOOD CANAL COMMUNICATIONS	02/09/2024	Regular	0.00	5,331.26	110109
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10905478	Invoice	02/01/2024	ACCT#00003840-2		1,062.96	
001-119-000-52250-4200		Communication		ACCT#00003840-2	101.22	
001-120-000-51310-4200		Communication		ACCT#00003840-2	0.12	
001-130-000-51810-4200		Communication		ACCT#00003840-2	40.63	
001-140-000-55430-4200		Communication - Animal		ACCT#00003840-2	32.16	
001-142-000-51890-4215		Communication-Civic Cen		ACCT#00003840-2	787.37	
401-000-000-53480-4201		Communication - Shop		ACCT#00003840-2	101.34	
402-400-000-53580-4200		Communication		ACCT#00003840-2	0.12	
10907905	Invoice	02/01/2024	ACCT#00017664-7	0.00	4,268.30	
001-112-000-51251-4200		Communication		ACCT#00017664-7	180.00	
001-132-000-51888-4200		Communication		ACCT#00017664-7	252.80	
001-132-000-51888-4801		Repairs and Maintenance		ACCT#00017664-7	405.50	
401-000-000-53480-4201		Communication - Shop		ACCT#00017664-7	1,575.00	
402-400-000-53580-4200		Communication		ACCT#00017664-7	1,855.00	
VENO2509	HOUSE BROTHERS CONST INC	02/09/2024	Regular	0.00	95.00	110110
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
238300	Invoice	01/22/2024	425 W COTA ST PORTA RENTAL	0.00	95.00	
001-142-000-51890-4515		Operating Rentals-Civic Ct		425 W COTA ST PORTA RE	95.00	
VENO2425	HUMANE SOCIETY OF MASON COUN	02/09/2024	Regular	0.00	220.85	110111
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2137583	Invoice	01/20/2024	DOG NEUTER	0.00	220.85	
001-140-000-55430-4100		Professional Services/Adv		DOG NEUTER	220.85	
064940	J & I POWER EQUIPMENT INC	02/09/2024	Regular	0.00	3,284.98	110112
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
753628	Invoice	01/30/2024	CUST#1177 BBC COMMERCIAL MOWERS	0.00	3,284.98	
001-141-000-57680-3500		Small Tools/Equipment		CUST#1177 BBC COMMER	3,284.98	
085995	LANGUAGE LINE SERVICES	02/09/2024	Regular	0.00	316.41	110113
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11207070	Invoice	01/31/2024	ACCT#9020535356 INTERPRETATION	0.00	38.03	
001-112-000-51251-4106		Interpreter Expenses		ACCT#9020535356 INTERP	38.03	
11216521	Invoice	01/31/2024	ACCT#9020514029 INTERPRETATION	0.00	63.67	
001-112-000-51251-4106		Interpreter Expenses		ACCT#9020514029 INTERP	63.67	
11217806	Invoice	01/31/2024	ACCT#9020943082 INTERPRETATION	0.00	214.71	
001-118-000-52122-4100		Patrol-Professional Servic		ACCT#9020943082 INTERP	214.71	
VENO2490	LEAVI HINCHCLIFF	02/09/2024	Regular	0.00	132.46	110114

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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	
JAN2024REIMB	Invoice	02/07/2024	JAN2024REIMB	0.00	132.46	
001-140-000-55430-3100		Office and Operating - Ani		JAN2024REIMB	132.46	
087799	LEMAY MOBILE SHREDDING	02/09/2024	Regular	0.00	15.84	110115
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4828063S185	Invoice	02/01/2024	ACCT#2185-952778-1166	0.00	15.84	
001-112-000-51251-4109		Other Professional Servic		ACCT#2185-952778-1166	15.84	
087799	LEMAY MOBILE SHREDDING	02/09/2024	Regular	0.00	31.68	110116
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4828193S185	Invoice	02/01/2024	ACCT#2185-952778-1207	0.00	31.68	
001-111-000-51423-4100		Professional Services/Adv		ACCT#2185-952778-1207	31.68	
194000	LEROY T. VALLEY	02/09/2024	Regular	0.00	202.85	110117
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
97476	Invoice	01/30/2024	MISC PARTS	0.00	202.85	
402-400-000-53580-3100		Office and Operating		MISC PARTS	202.85	
090100	LES SCHWAB TIRES	02/09/2024	Regular	0.00	46.76	110118
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
83200783496	Invoice	01/29/2024	CUST#S32-01440 69993D	0.00	46.76	
001-118-000-52122-3110		Office & Operating-Auto		CUST#S32-01440 69993D	46.76	
113004	MASON COUNTY - UTILITIES/WASTE	02/09/2024	Regular	0.00	283.51	110119
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
006860	Invoice	02/01/2024	CUST# SW-C021 LANDFILL CHARGES	0.00	43.32	
001-140-000-55430-3100		Office and Operating - Ani		CUST# SW-C021 LANDFILL	43.32	
006861	Invoice	02/01/2024	CUST# SW-C035 LANDFILL CHARGES	0.00	240.19	
101-000-000-54230-3100		Office and Operating		CUST# SW-C035 LANDFILL	240.19	
108850	MASON COUNTY GARBAGE CO.-A W	02/09/2024	Regular	0.00	3,475.21	110120
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
7953815S149	Invoice	02/01/2024	ACCT#2149-30135 CIVIC CENTER	0.00	309.96	
001-142-000-51890-4715		Utility Services-Civic Ctr		ACCT#2149-30135 CIVIC C	309.96	
7953891S149	Invoice	02/01/2024	ACCT#2149-30714 710 W ALDER	0.00	137.06	
001-142-000-57250-4700		Utility Services-Library		ACCT#2149-30714 710 W	137.06	
7953985S149	Invoice	02/01/2024	ACCT#2149-56141 525 W COTA ST	0.00	39.90	
001-142-000-51890-4715		Utility Services-Civic Ctr		ACCT#2149-56141 525 W	39.90	
7954866S149	Invoice	02/01/2024	ACCT#2149-204368	0.00	36.92	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT#2149-204368	36.92	
7954884S149	Invoice	02/01/2024	ACCT#2149-204402 101 N 10891 HWY	0.00	171.12	
402-640-000-53580-4700		Utility Services-Sewer Sat		ACCT#2149-204402 101 N	171.12	
7955071S149	Invoice	02/01/2024	ACCT#2149-204783 122 W FRANKLIN	0.00	221.51	
001-119-000-52250-4700		Utility Services		ACCT#2149-204783 122 W	221.51	
7955376S149	Invoice	02/01/2024	ACCT#2149-205337 1700 FAIRMOUNT	0.00	1,114.07	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT#2149-205337 1700 F	1,114.07	
7955524S149	Invoice	02/01/2024	ACCT#2149-205584 200 N FRONT ST	0.00	36.92	
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT#2149-205584 200 N	36.92	
7956072S149	Invoice	02/01/2024	ACCT#2149-206560 427 W RAILROAD	0.00	55.38	

## Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-142-000-57530-4700		Utility Services-Museum	ACCT#2149-206560 427 W		55.38	
79561935149	Invoice	02/01/2024	ACCT#2149-206771 525 W COTA	0.00	684.49	
001-142-000-51890-4715		Utility Services-Civic Ctr	ACCT#2149-206771 525 W		684.49	
79564095149	Invoice	02/01/2024	ACCT#2149-207155 710 W ALDER	0.00	342.24	
001-142-000-57250-4700		Utility Services-Library	ACCT#2149-207155 710 W		342.24	
79565265149	Invoice	02/01/2024	ACCT#2149-207351 902 W PINE	0.00	55.38	
001-140-000-55430-4700		Utility Services-Animal Sh	ACCT#2149-207351 902 W		55.38	
79565935149	Invoice	02/01/2024	ACCT#2149-207565	0.00	127.20	
001-141-000-57680-4700		Utility Services-Park	ACCT#2149-207565		38.16	
101-000-000-54230-4700		Road & Street Maint - Util	ACCT#2149-207565		17.81	
401-000-000-53480-4700		Utility Services-Water	ACCT#2149-207565		17.81	
402-300-000-53580-4700		Utility Services-Sewer Ma	ACCT#2149-207565		17.81	
404-000-000-53180-4700		Utility Services	ACCT#2149-207565		17.81	
503-000-000-54865-4700		Equip Maint & Rental - U	ACCT#2149-207565		17.80	
79565945149	Invoice	02/01/2024	ACCT#2149-207568 1000 W PINE ST	0.00	90.54	
001-141-000-57680-4700		Utility Services-Park	ACCT#2149-207568 1000		15.08	
101-000-000-54230-4700		Road & Street Maint - Util	ACCT#2149-207568 1000		15.09	
401-000-000-53480-4700		Utility Services-Water	ACCT#2149-207568 1000		15.09	
402-300-000-53580-4700		Utility Services-Sewer Ma	ACCT#2149-207568 1000		15.09	
404-000-000-53180-4700		Utility Services	ACCT#2149-207568 1000		15.08	
503-000-000-54865-4700		Equip Maint & Rental - U	ACCT#2149-207568 1000		15.11	
79566615149	Invoice	02/01/2024	ACCT#2149-209143 1700 FAIRMOUNT	0.00	52.52	
402-400-000-53580-4700		Utility Services-Sewer Ma	ACCT#2149-209143 1700 F		52.52	
113000	MASON COUNTY TREASURER	02/09/2024	Regular	0.00	42.63	110121
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
JAN/2024	Invoice	02/01/2024	JAN 2024 CVC	0.00	42.63	
657-000-000-58600-0005		CVC Fines & Forfeits		JAN 2024 CVC	42.63	
114420	MASON TRANSIT AUTHORITY	02/09/2024	Regular	0.00	580.00	110122
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11134	Invoice	01/31/2024	CUST#CIT100 EVENT RENTAL JAN 2024	0.00	580.00	
001-141-000-57120-4500		Operating Rentals		CUST#CIT100 EVENT RENT	580.00	
142300	NISQUALLY INDIAN TRIBE	02/09/2024	Regular	0.00	22.58	110123
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
38017	Invoice	09/30/2023	SEPTEMBER 2023 INMATE PHARM REIMB	0.00	12.52	
001-123-000-52360-4100		Prof Services-Prisoner Me		SEPTEMBER 2023 INMATE	12.52	
38045	Invoice	10/31/2023	OCTOBER 2023 INMATE PHARM REIMB	0.00	7.25	
001-123-000-52360-4100		Prof Services-Prisoner Me		OCTOBER 2023 INMATE P	7.25	
38207	Invoice	12/31/2023	INMATE PHARM REIMB DECEMBER 2023	0.00	2.81	
001-123-000-52360-4100		Prof Services-Prisoner Me		INMATE PHARM REIMB DE	2.81	
VEN02520	OMER FOURNIER	02/09/2024	Regular	0.00	543.50	110124
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
TRAILERDISPOSA	Invoice	12/19/2023	TRAILERDISPOSAL	0.00	543.50	
001-140-000-55930-4102		Prof Serv/Advertising-Aba		TRAILERDISPOSAL	543.50	
VEN01351	OSCAR MATIAS PABLO	02/09/2024	Regular	0.00	280.00	110125
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INTERPRETATION	Invoice	02/07/2024	INTERPRETATION02072024	0.00	280.00	
001-112-000-51251-4106		Interpreter Expenses		INTERPRETATION0207202	280.00	



## Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
149976	OTIS ELEVATOR COMPANY	02/09/2024	Regular	0.00	17,960.88	110126
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>100401439907</u>	Invoice	01/16/2024	ACCT#396737 ELEVATOR MAINT	0.00	12,437.80	
<u>001-142-000-51890-4115</u>		Professional Serv/Adverti		ACCT#396737 ELEVATOR	6,659.34	
<u>001-142-000-57250-4100</u>		Professional Services/Adv		ACCT#396737 ELEVATOR	5,778.46	
<u>100401439909</u>	Invoice	01/16/2024	CUST#396737 FIRE STATION ELEVATOR	0.00	5,523.08	
<u>001-119-000-52250-4100</u>		Professional Services/Adv		CUST#396737 FIRE STATIO	5,523.08	
164899	QWEST DBA CENTURYLINK	02/09/2024	Regular	0.00	1,069.15	110127
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>360Z260219722B</u>	Invoice	01/26/2024	360Z260219722BIAN24	0.00	1,069.15	
<u>401-000-000-53480-4201</u>		Communication - Shop		360Z260219722BIAN24	152.79	
<u>402-300-000-53580-4200</u>		Communication		360Z260219722BIAN24	56.84	
<u>402-400-000-53580-4200</u>		Communication		360Z260219722BIAN24	372.23	
<u>402-400-000-53580-4200</u>		Communication		360Z260219722BIAN24	225.37	
<u>402-640-000-53580-4200</u>		Communication		360Z260219722BIAN24	261.92	
166927	RAINIER LIGHTING & ELECTRICAL	02/09/2024	Regular	0.00	868.85	110128
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>584917-1</u>	Invoice	01/15/2024	LAMP DISPOSAL	0.00	868.85	
<u>001-142-000-51890-3115</u>		Office and Operating-Civl		LAMP DISPOSAL	34.60	
<u>001-142-000-57250-3100</u>		Office and Operating		LAMP DISPOSAL	24.22	
<u>402-400-000-53580-3100</u>		Office and Operating		LAMP DISPOSAL	810.03	
VEN02198	RAM ELECTRIC	02/09/2024	Regular	0.00	3,780.80	110129
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5814</u>	Invoice	01/29/2024	425 W I ST - REPLACE STORM SERVICE	0.00	3,780.80	
<u>404-000-000-53180-4800</u>		Repairs and Maintenance		425 W I ST - REPLACE STOR	3,780.80	
VEN02275	RDAK LLC	02/09/2024	Regular	0.00	315.42	110130
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>70145938</u>	Invoice	02/05/2024	BATTERIES	0.00	630.83	
<u>402-300-000-53580-3100</u>		Office and Operating		BATTERIES	630.83	
<u>80003538</u>	Credit Memo	02/06/2024	BATTERIES	0.00	-315.41	
<u>402-300-000-53580-3100</u>		Office and Operating		BATTERIES	-315.41	
903584	RIGHT SYSTEMS	02/09/2024	Regular	0.00	17,889.27	110131
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SI-185173</u>	Invoice	01/30/2024	CUST#COS006 CRADLEPOINT SERVICE	0.00	4,798.45	
<u>001-118-000-52122-4100</u>		Patrol-Professional Servc		CUST#COS006 CRADLEPOI	4,798.45	
<u>SI-185182</u>	Invoice	01/30/2024	CUST#COS006 SHELTON SITE VISIT	0.00	1,088.00	
<u>001-132-000-51888-4100</u>		Data Processing-Prof Svcs		CUST#COS006 SHELTON SI	1,088.00	
<u>SI-185258</u>	Invoice	02/02/2024	CUST#COS006 MANAGED SVCS	0.00	12,002.82	
<u>001-132-000-51888-4100</u>		Data Processing-Prof Svcs		CUST#COS006 MANAGED	12,002.82	
188025	SHELTON VETERINARY HOSPITAL	02/09/2024	Regular	0.00	260.50	110132
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>671407</u>	Invoice	01/22/2024	ACCT#37480 OFFICE VISIT	0.00	260.50	
<u>001-140-000-55430-4100</u>		Professional Services/Adv		ACCT#37480 OFFICE VISIT	260.50	
187000	SHELTON-MASON COUNTY JOURNA	02/09/2024	Regular	0.00	93.00	110133

## Check Register

Packet: APPKT03019-FEBRUARY 9, 2024 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	
<u>122949</u>	Invoice	01/24/2024	GENERAL FACILITIES CHARGES	0.00	93.00	
<u>001-110-000-51160-4100</u>		Professional Services/Adv		GENERAL FACILITIES CHAR	93.00	
VEN01971	STEVE MCQUAID	02/09/2024	Regular	0.00	400.00	110134
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>DAMAGEDEPOSIT</u>	Invoice	02/07/2024	DAMAGEDEPOSITFEB24	0.00	400.00	
<u>657-000-000-386000002</u>		Community Cntr Damage		DAMAGEDEPOSITFEB24	400.00	
197259	SUNSET AIR, INC.	02/09/2024	Regular	0.00	641.92	110135
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>108140A</u>	Invoice	01/25/2024	CASSETTE UNIT REPAIR	0.00	641.92	
<u>001-142-000-51890-4815</u>		Repairs and Maintenance		CASSETTE UNIT REPAIR	641.92	
178252	TASCHNER LAW, PLLC	02/09/2024	Regular	0.00	12,940.00	110136
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB/2024</u>	Invoice	02/01/2024	FEB 2024 SERVICES	0.00	12,940.00	
<u>001-122-000-51593-4100</u>		Public Defense/Adult MIs		FEB 2024 SERVICES	12,940.00	
201300	TOZIER BROS INC.	02/09/2024	Regular	0.00	651.28	110137
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>467795</u>	Invoice	01/16/2024	CUST#20090 PVC, BLADES	0.00	57.51	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 PVC, BLADES	57.51	
<u>467949</u>	Invoice	01/24/2024	CUST#20090 U BOLT	0.00	20.50	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 U BOLT	20.50	
<u>467954</u>	Invoice	01/24/2024	CUST#20090 FEIT BULB	0.00	16.64	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 FEIT BULB	16.64	
<u>467963</u>	Invoice	01/24/2024	CUST#20090 ELBOWS, CABLE, WIRE	0.00	62.88	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 ELBOWS, CA	62.88	
<u>467974</u>	Invoice	01/25/2024	CUST#20090 MISC PARTS	0.00	160.19	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 MISC PARTS	160.19	
<u>467981</u>	Invoice	01/25/2024	CUST#20090 NUTS & BOLTS	0.00	18.15	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 NUTS & BOLT	18.15	
<u>468028</u>	Invoice	01/29/2024	CUST#20090 MISC PARTS	0.00	104.84	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 MISC PARTS	104.84	
<u>468037</u>	Invoice	01/29/2024	CUST#20090 GEAR OIL	0.00	58.87	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 GEAR OIL	58.87	
<u>468044</u>	Invoice	01/29/2024	CUST#20090 90 ELBOW	0.00	3.25	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 90 ELBOW	3.25	
<u>468058</u>	Invoice	01/30/2024	CUST#20090 GEAR OIL	0.00	42.05	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#20090 GEAR OIL	42.05	
<u>468106</u>	Invoice	02/01/2024	CUST#20090 PIPE STRAP, BRACE	0.00	12.85	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST#20090 PIPE STRAP, B	12.85	
<u>468188</u>	Invoice	02/06/2024	CUST#20090 MANURE FORK	0.00	93.55	
<u>101-000-000-54230-3100</u>		Office and Operating		CUST#20090 MANURE FO	93.55	
VEN02499	TRANSUNION RISK AND ALTERNATI	02/09/2024	Regular	0.00	130.56	110138
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>6563122-202401-</u>	Invoice	02/01/2024	ACCT#6563122 JAN 2024 BILLING	0.00	130.56	
<u>001-118-000-52122-4100</u>		Patrol-Professional Servic		ACCT#6563122 JAN 2024	130.56	

## Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
201875	TYLER TECHNOLOGIES	02/09/2024	Regular	0.00	160.00	110139
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
025-452636	Invoice	02/01/2024	CUST#48155 UTILITY BILLING	FEB 24	0.00	160.00
001-111-000-51421-4100		Professional Services/Adv		CUST#48155 UTILITY BILLI		160.00
203035	WASHINGTON ST. TREASURER	02/09/2024	Regular	0.00	2,736.57	110140
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
JAN/2024	Invoice	01/31/2024	JAN 2024 STATE FINES		0.00	2,736.57
657-000-000-58600-0006		State Fines & Forfeits		JAN 2024 STATE FINES		2,736.57
203030	WASHINGTON STATE PATROL	02/09/2024	Regular	0.00	84.50	110141
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12404070	Invoice	02/01/2024	ACCT#0000064501 BACKGROUND CHECK		0.00	84.50
001-118-000-52122-4100		Patrol-Professional Serv		ACCT#0000064501 BACKG		84.50
203780	WATER MGMNT LABORATORIES INC	02/09/2024	Regular	0.00	356.00	110142
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
218220	Invoice	02/03/2024	ACCT#AS201R TESTS		0.00	356.00
402-400-000-53580-4100		Professional Services/Adv		ACCT#AS201R TESTS		356.00
053987	WESTBAY NAPA AUTO PARTS	02/09/2024	Regular	0.00	829.00	110143
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
069208	Invoice	01/30/2024	ACCT#4296 OXYGEN SENSORS 62976D		0.00	93.32
503-000-000-54865-3102		Oper Supplies-Parts		ACCT#4296 OXYGEN SENS		93.32
069209	Invoice	01/30/2024	ACCT#4296 RADIAL SEAL FILTER 3786		0.00	19.93
503-000-000-54865-3102		Oper Supplies-Parts		ACCT#4296 RADIAL SEAL F		19.93
069702	Invoice	02/02/2024	ACCT#4296 UNIT 71		0.00	211.50
001-118-000-52122-3110		Office & Operating-Auto		ACCT#4296 UNIT 71		211.50
069763	Invoice	02/03/2024	ACCT#4296 UNIT 90 BATTERY		0.00	136.40
001-118-000-52122-3110		Office & Operating-Auto		ACCT#4296 UNIT 90 BATTE		136.40
070126	Invoice	02/06/2024	ACCT# 4296 BATTERIES		0.00	446.19
402-400-000-53580-3100		Office and Operating		ACCT# 4296 BATTERIES		446.19
070137	Credit Memo	02/06/2024	ACCT#4296 BATTERIES		0.00	-78.34
402-400-000-53580-3100		Office and Operating		ACCT#4296 BATTERIES		-78.34
155563	YOUNGLOVE & COKER-PLLC	02/09/2024	Regular	0.00	3,348.00	110144
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
01209	Invoice	01/25/2024	ACCT#20501-001 PROSECUTION SVCS		0.00	3,348.00
001-122-000-51545-4101		Prof Serv - Prosecutor		ACCT#20501-001 PROSEC		3,348.00
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	02/09/2024	Regular	0.00	25.50	110145
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PACKAGEID#1171	Invoice	01/30/2024	WSP CRIME LAB		0.00	7.75
001-118-000-52122-4200		Communication		WSP CRIME LAB		7.75
PACKAGEID#1175	Invoice	02/07/2024	WSP CRIME LAB		0.00	17.75

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Packet: APPKT03019-FEBRUARY 9, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-118-000-52122-4200		Communication	WSP CRIME LAB		17.75	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	111	58	0.00	353,940.89
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	37	17	0.00	32,280.18
Virtual Payments	0	0	0.00	0.00
	148	75	0.00	386,221.07

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2024	386,221.07
			<u>386,221.07</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 3969 through 3970 and 11973 through 12008 and 12009 through 12109. Warrants 110069 through 110087 in the amount of \$940,980.15 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 7th of February, 2024.

  
Finance 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 \_\_\_\_\_, 2024.

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

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

\_\_\_\_\_  
Councilmember George Blush

\_\_\_\_\_  
Councilmember Tom Gilmore

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

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

\_\_\_\_\_  
Councilmember Melissa Stearns



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

City Council Meeting Minutes  
January 16, 2024 – 6:00 p.m.  
Civic Center & Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Eric Onisko  
Deputy Mayor Joe Schmit  
George Blush  
Tom Gilmore  
Miguel Gutierrez  
Sharon Schirman  
Melissa Stearns

#### **Personnel:**

City Manager Mark Ziegler  
City Clerk Donna Nault  
Police Chief Chris Kostad  
Finance Director Mike Githens  
Capital Projects Manager Aaron Nix

### **CALL TO ORDER**

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

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

Add item F-3 to the action agenda – Well 4 Pump Replacement

### **CITY COUNCIL REPORTS**

None

### **CONSENT AGENDA**

#### **1. Minutes:**

- December 19, 2023

A motion was made by Councilmember Gutierrez and seconded by Councilmember Blush to approve the consent agenda as published. Passed.

### **PRESENTATIONS**

#### **1. Promotion - Police Corporals**

Officer Ortona and Officer Portillo were promoted to Corporal. Mayor Onisko led them through the oath of office.

#### **2. Officer of the Year**

Police Chief Kostad announced that Officer Portillo is the Shelton Police Officer of the Year.

#### **3. November Financial Status Report – Presented by Finance Director Mike Githens**

Finance Director Githens presented an overview of the financial reports through the month of November. Discussion followed.

## **BUSINESS AGENDA**

### **1. Council Committee and Board Assignments – Presented by City Manager Mark Ziegler**

City Manager Ziegler presented information regarding the council committee and board assignments. Discussion followed. No public comment.

A motion was made by Councilmember Schirman and was seconded by Councilmember Blush to forward the committee and board assignments to the February 6, 2024 action agenda. Passed.

### **2. Resolution No. 1310-1223 Water Department Vehicle Purchase – Presented by Capital Projects Manager Aaron Nix.**

Capital Projects Manager Nix presented information regarding the purchase of a vehicle for the water department. No discussion. No public comment.

A motion was made by Councilmember Schirman and seconded by Councilmember Gutierrez to forward Resolution No. 1310-1223 to the February 6, 2024 action agenda. Passed.

### **3. Resolution No. 1296-1023 Safe Routes to School Construction Award – Presented by Capital Projects Manager Aaron Nix.**

Capital Projects Manager Nix presented information regarding the Safe Routes to School construction award. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to forward Resolution No. 1296-1023 to the February 6, 2024 action agenda. Passed.

## **ACTION AGENDA**

### **1. Resolution No. 1308-1223 Amendment to RH2 Contract – Safe Routes to School – Presented by Capital Projects Manager Aaron Nix.**

Capital Projects Manager Nix presented information regarding an amendment to the RH2 contract for safe routes to school. No discussion. No public comment. City Clerk Nault provided a reading of Resolution No. 1308-1223.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to approve Resolution No. 1308-1223 as presented. Passed.

### **2. Resolution No. 1309-1223 Grant Acceptance – Angleside Reservoir Capacity Upgrades – Presented by Capital Projects Manager Aaron Nix.**

Capital Projects Manager Nix presented information regarding a grant acceptance for the Angleside reservoir capacity upgrades. No discussion. No public comment. City Clerk Nault provided a reading of Resolution No. 1309-1223.

A motion was made by Councilmember Schirman and seconded by Councilmember Blush to approve Resolution No. 1309-1223 as presented. Passed.

### **3. Resolution No. 1312-0124 Contract for Well 4 Pump Replacement – Presented by Capital Projects Manager Aaron Nix.**

Capital Projects Manager Nix presented information regarding a contract for the Well 4 pump replacement. Discussion followed. No public comment. City Clerk Nault provided a reading of Resolution No. 1312-0124.



A motion was made by Councilmember Gutierrez and seconded by Councilmember Gilmore to waive the three-touch rule and approve Resolution No. 1312-0124 as presented. Passed.

### **ADMINISTRATION REPORT**

#### **1. City Manager Report:**

- Bad weather is coming, city crews are on-call and ready.
- Possible road closures

### **GENERAL PUBLIC COMMENT (3-minute time limit)**

#### **In-Person:**

Thomas Wolf  
Kathy McDowell  
Dean Jewett

#### **Zoom:**

Colleen Carmichael

### **NEW ITEMS FOR DISCUSSION**

Comprehensive Planning  
Public Safety

### **ANNOUNCEMENT OF NEXT MEETING**

Study Session – January 23, 2024 at 6:00 p.m.  
City Council Meeting – February 6, 2024 at 6:00 p.m.

### **MEETING ADJOURN**

Mayor Onisko adjourned the meeting at 7:03 p.m.

---

Mayor Eric Onisko

---

City Clerk Donna Nault



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

Study Session Minutes  
January 23, 2024 – 6:00 p.m.  
Civic Center & Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Eric Onisko  
Deputy Mayor Joe Schmit  
George Blush  
Tom Gilmore  
Miguel Gutierrez  
Sharon Schirman  
Melissa Stearns

#### **Personnel:**

Acting City Manager Mike Githens  
City Clerk Donna Nault  
Community & Economic Development Director Jae Hill

### **CALL TO ORDER**

Call to Order: 6:00 p.m.  
Roll Call: City Clerk Nault – All Present

### **STUDY AGENDA**

1. Comprehensive Plan Update Check-In – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill presented information regarding an update on the comprehensive plan update. Discussion followed.

2. Cross-town Trail Planning – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill presented information regarding cross-town trail planning. Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Onisko adjourned the meeting at 6:59 p.m.

---

Mayor Eric Onisko

---

City Clerk Donna Nault





# MASON COUNTY HISTORICAL MUSEUM

Q4 2023 Report

Liz Arbaugh, Executive Director





## Total Visitor Count – Quarter 4 – 2023

	Total Visitor s	Local Visitors	>50 Miles	Out of State Visitors	Inter- national Visitors	Calls	Mail
October	930	886	37	7		25	2
November	149	98	41	9	1	41	2
December	273	203	54	16		28	5
Q4 Totals	1352	1187	132	32	1	94	9

# Social Media and Website Traffic

Facebook Page likes ⓘ

3,231

Facebook followers ⓘ

3,549

New Facebook Page likes ⓘ

21 ↓ 60.4%

Content

Create a post

Last 90 Days ▾

Date ▾

🏠

🚩

📊

📢


👤

🗨️

🔔

6

🖼️



think the photo was taken in 1966, coming out of the tunnel at Irene S. Reed High School. It's included in our new exhibit, featuring the...

Dec 7, 2023


Post reach

4,460

Engagement

1,827

Boost post



Mason County Historical Society updated their cover photo.

Dec 1, 2023


Post reach

76

Engagement

83

Create ad



Be sure and visit the museum and see our newest exhibit, The Photography of Dennis Meurer: Shelton 1968-1974. Art and nostalgia, all rolled up in one.

Dec 1, 2023


Post reach

1,269

Engagement

63

Boost post



Support heritage with a donation to the museum through the Give Local campaign! Your support keeps our doors open, researchers available, and protects and promotes the preservation of local...

Nov 6, 2023

Post reach

486

Engagement

17

Boost post

Overview


Daily ▾

October 1, 2023 - December 31, 2023 📅

Unique Visits

1,000


-37% from last 92 days



Page Views

2,081


-28% from last 92 days



Avg. Pages Per Unique Visit

2.0413

+6% from last 92 days



Compare your data

📺

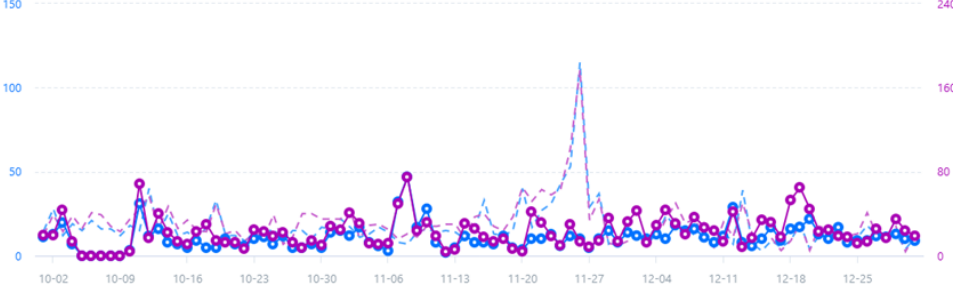
Upgrade

Support

Mason County Historical Society

Unique Visits

Page Views

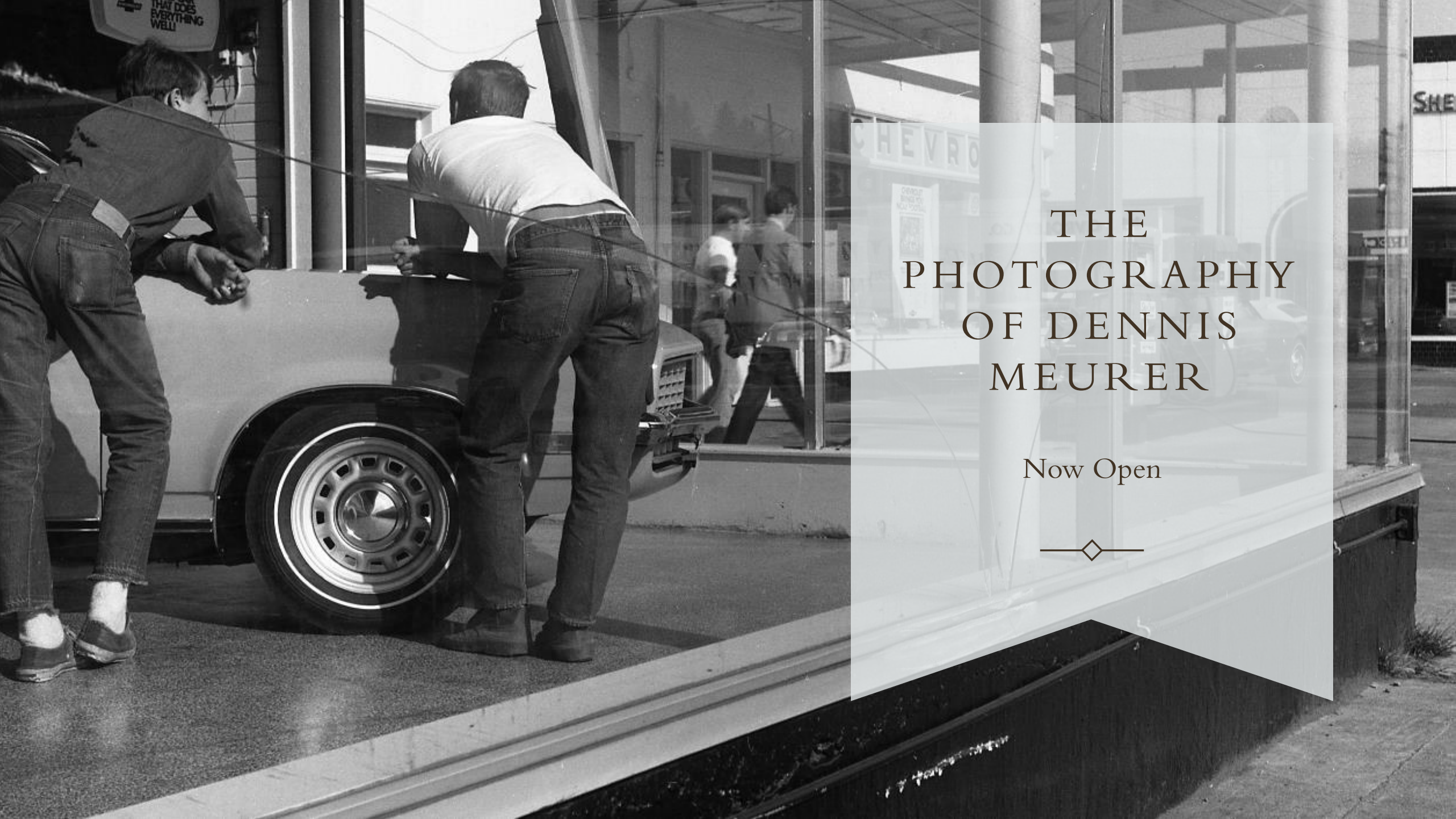


The Museum received a COVID Impact Recovery Grant from ArtsWA.

Special consideration was given to the museum because it is in one of the counties identified by the state as a distressed area.

This funding will be used toward shortfalls in the 2024 budget.



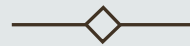


THE  
PHOTOGRAPHY  
OF DENNIS  
MEURER

Now Open



QUESTIONS?





# December 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

	2023 Revised Budget	2023 thru December	2023 Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	14,513,102	14,933,937	14,933,937	420,835	2.9%
Expenditures	15,943,708	14,132,991	14,132,991	1,810,717	11.4%
Net Revenues Less Expenditures	(1,430,606)	800,945	800,945	2,231,551	
Beginning Fund Balance	5,047,716		5,047,716		
Ending Fund Balance	3,617,110 22.7%		5,848,661 36.7%		
<u>Ending Fund Balance Breakdown:</u>					
Reserved - 20% of Budget	3,188,742		3,188,742		
Unreserved Fund Balance	428,368		2,659,920		
<b>Total Fund Balance</b>	<b>3,617,110</b>		<b>5,848,661</b>		

### Summary

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

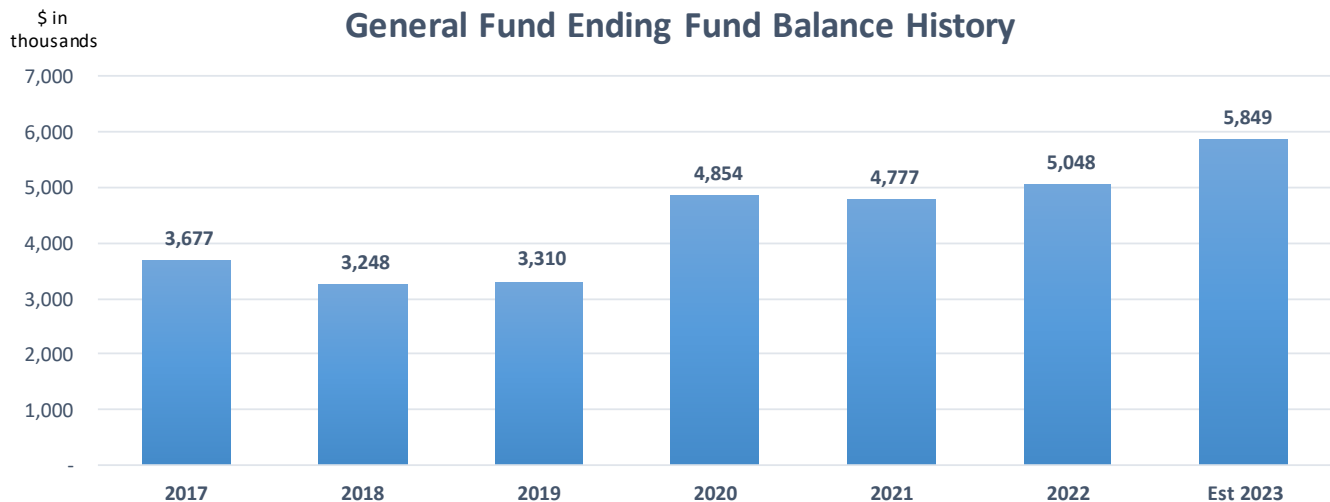
Analysis through December shows an overall Positive budget variance of \$2.2 million.  
General Fund Reserves are \$5.8 million, or 36.7% of 2023 revised budgeted expenditures.

### Revenue Overview

Revenues for the year are approximately \$421 thousand, or 2.9% higher than budgeted.

### Expenditure Overview

Expenditures are approximately \$1.8 million, or 11.4% less than budgeted.



# December 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

Revenue Categories	2023 Revised Budget	2023 thru December	2023 Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	2,846,399	2,788,309	2,788,309	(58,090)	-2.0%
Sales & Use	3,515,360	3,595,781	3,595,781	80,421	2.3%
City Utility	1,276,600	1,528,931	1,528,931	252,331	19.8%
Non-City Utility	1,301,400	1,290,740	1,290,740	(10,660)	-0.8%
Business & Occupation	1,007,475	802,272	802,272	(205,203)	-20.4%
Other	48,930	75,275	75,275	26,345	53.8%
Licenses & Permits	301,900	306,564	306,564	4,664	1.5%
Intergovernmental Revenue	632,086	592,347	592,347	(39,739)	-6.3%
Charges for Goods/Services	3,159,306	3,423,381	3,423,381	264,075	8.4%
Fines and Penalties	92,550	49,639	49,639	(42,911)	-46.4%
Miscellaneous Revenue	153,096	392,985	392,985	239,889	156.7%
Transfers In	178,000	87,712	87,712	(90,288)	-50.7%
<b>Total Revenues</b>	<b>14,513,102</b>	<b>14,933,937</b>	<b>14,933,937</b>	<b>420,835</b>	<b>2.9%</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 which differ from the budgeted amount by at least 10% and \$75,000.

### Variance Notes

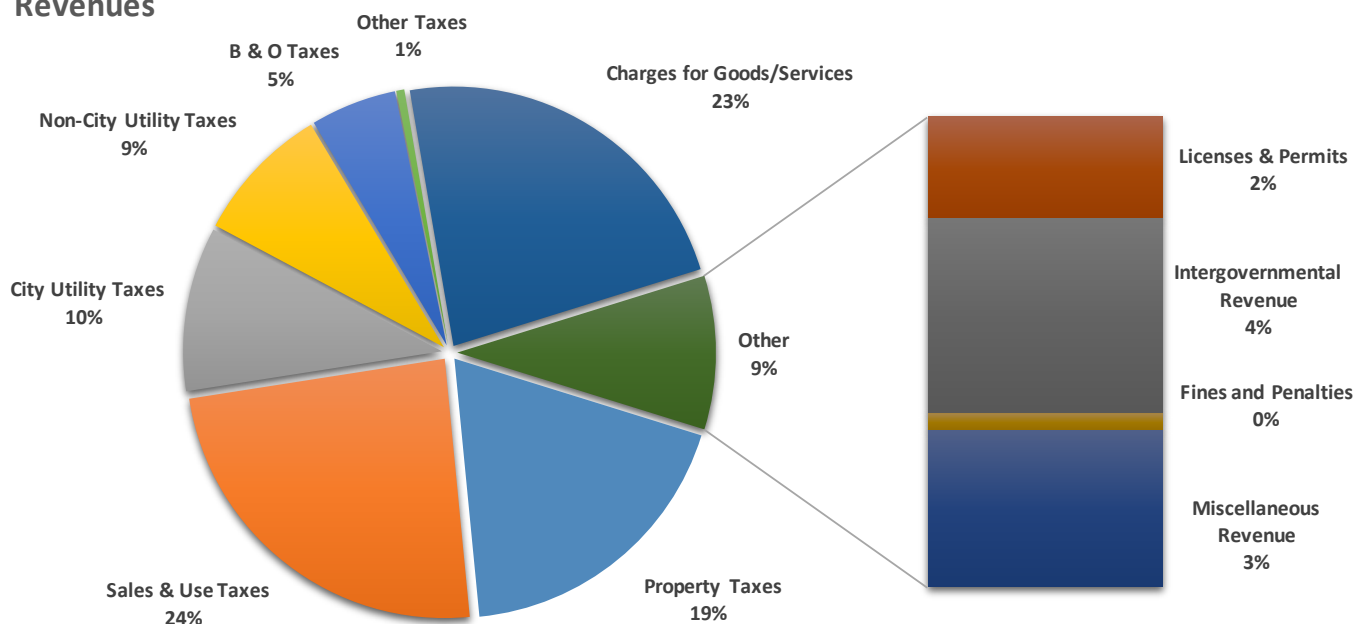
**City Utility Tax:** Over budget by \$252 thousand based on collections received.

**B&O Taxes:** Under budget by \$205 thousand due to lower taxes received this year.

**Miscellaneous:** Over budget due to parks donations, investment interest & facility rentals.

**Transfers In:** Library deck repair moved to 2024 and some of Civic Center repairs will be in 2024.

### 2023 General Fund Revenues



# December 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

Department	2023 Revised Budget	2023 thru December	2023 Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Administrative Services</b>					
Human Resources	324,148	274,902	274,902	49,246	15.2%
Information Technology	411,911	449,597	449,597	(37,686)	-9.1%
Risk Management	141,556	143,699	143,699	(2,143)	-1.5%
<b>City Clerk</b>	273,030	226,373	226,373	46,657	17.1%
<b>City Council</b>	70,438	63,480	63,480	6,958	9.9%
<b>City Manager</b>					
City Manager	405,609	408,587	408,587	(2,978)	-0.7%
<b>Legal</b>	328,170	343,008	343,008	(14,838)	-4.5%
Detentions/Corrections-Contract	1,137,280	203,718	203,718	933,562	82.1%
<b>Community &amp; Economic Development</b>					
Animal Control	77,902	104,441	104,441	(26,539)	-34.1%
Code Enforcement	207,783	175,504	175,504	32,279	15.5%
Community Development	758,613	707,010	707,010	51,603	6.8%
<b>Parks &amp; Facilities</b>					
Civic Center Activities	81,540	56,058	56,058	25,482	31.3%
Facility Services	923,360	676,755	676,755	246,605	26.7%
Parks & Recreation	720,339	620,303	620,303	100,036	13.9%
<b>Finance</b>	1,171,129	1,124,192	1,124,192	46,937	4.0%
<b>Fire &amp; Emergency Services</b>	2,195,161	2,491,434	2,491,434	(296,273)	-13.5%
<b>Municipal Court</b>	729,432	744,467	744,467	(15,035)	-2.1%
<b>Non-Departmental</b>	957,316	859,741	859,741	97,575	10.2%
<b>Police</b>	4,043,910	3,736,337	3,736,337	307,573	7.6%
<b>Public Works</b>	985,081	723,386	723,386	261,695	26.6%
<b>Total Expenditures</b>	<b>15,943,708</b>	<b>14,132,991</b>	<b>14,132,991</b>	<b>1,810,717</b>	<b>11.4%</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 differ from the budgeted amount by at least 10% and \$75,000.

#### Variance Notes

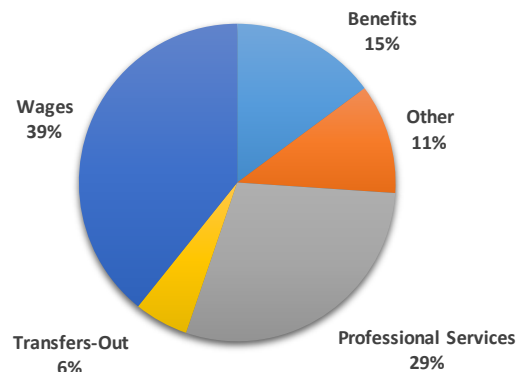
**Detention/Corrections:** Jail fees are below budget due to limited implementation of new jail contract.

**Facility Services:** Library deck repair delayed until 2024.

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

**Public Works:** below budget due to open positions during 2023.

### 2023 General Fund Expenditures



# December 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

	2021 Actual	2022 Actual	2023 Revised Budget	2023 thru December	2023 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	2,788,309	2,788,309
Sales & Use	3,368,713	3,436,648	3,515,360	3,595,781	3,595,781
City Utility	1,241,561	1,474,584	1,276,600	1,528,931	1,528,931
Non-City Utility	1,165,125	1,205,659	1,301,400	1,290,740	1,290,740
Business & Occupation	980,007	985,461	1,007,475	802,272	802,272
Other	56,304	60,421	48,930	75,275	75,275
Licenses & Permits	281,260	306,329	301,900	306,564	306,564
Intergovernmental Revenue	2,240,637	2,147,469	632,086	592,347	592,347
Charges for Goods/Services	2,904,696	3,060,577	3,159,306	3,423,381	3,423,381
Fines and Penalties	78,453	51,581	92,550	49,639	49,639
Miscellaneous Revenue	141,622	260,291	153,096	392,985	392,985
Transfers In	-	128	178,000	87,712	87,712
<b>Total Revenues</b>	<b>14,961,269</b>	<b>15,536,147</b>	<b>14,513,102</b>	<b>14,933,937</b>	<b>14,933,937</b>
<b>Expenditures</b>					
<b>Administrative Services</b>					
Human Resources	259,811	327,848	324,148	274,902	274,902
Information Technology	279,243	374,562	411,911	449,597	449,597
Risk Management	115,849	136,360	141,556	143,699	143,699
<b>City Clerk</b>	198,328	238,028	273,030	226,373	226,373
<b>City Council</b>	100,744	77,768	70,438	63,480	63,480
<b>City Manager</b>					
City Manager	385,264	344,279	405,609	408,587	408,587
Legal	286,726	277,979	328,170	343,008	343,008
Detentions/Corrections-Contract	314,238	339,327	1,137,280	203,718	203,718
<b>Community &amp; Economic Development</b>					
Animal Control	71,796	83,700	77,902	104,441	104,441
Code Enforcement	97,284	81,285	207,783	175,504	175,504
Community Development	450,660	563,250	758,613	707,010	707,010
<b>Parks &amp; Facilities</b>					
Civic Center Activities	50,348	51,915	81,540	56,058	56,058
Facility Services	524,991	652,720	923,360	676,755	676,755
Parks & Recreation	521,872	575,245	720,339	620,303	620,303
<b>Finance</b>	928,469	1,079,083	1,171,129	1,124,192	1,124,192
<b>Fire &amp; Emergency Services</b>	1,560,701	1,690,846	2,195,161	2,491,434	2,491,434
<b>Municipal Court</b>	528,267	666,977	729,432	744,467	744,467
<b>Non-Departmental</b>	4,252,020	3,220,764	957,316	859,741	859,741
<b>Police</b>	3,410,746	3,587,265	4,043,910	3,736,337	3,736,337
<b>Public Works</b>	699,932	896,836	985,081	723,386	723,386
<b>Total Expenditures</b>	<b>15,037,288</b>	<b>15,266,038</b>	<b>15,943,708</b>	<b>14,132,991</b>	<b>14,132,991</b>
Net Revenues less Expenditures	(76,021)	270,109	(1,430,606)	800,945	800,945
<b>Ending Fund Balance</b>	<b>4,777,607</b>	<b>5,047,716</b>	<b>3,617,110</b>	<b>5,848,661</b>	<b>5,848,661</b>
General Fund Reserves	4,777,607	5,047,716	3,617,110		5,848,661
based on same year actuals/budg	31.8%	33.1%	22.7%		41.4%

# December 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

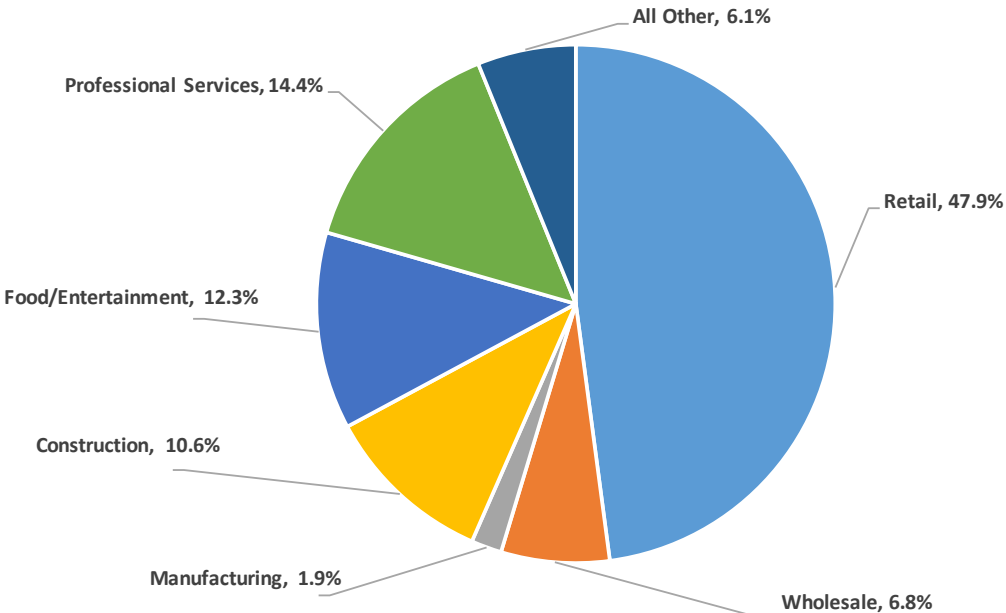
	2021 thru December	2022 thru December	2023 thru December	2023 - 2022 Variance		% of Budget
Revenues						
Taxes:						
Property	2,502,891	2,546,998	2,788,309	241,311	9.5%	98.0%
Sales & Use	3,368,713	3,436,648	3,595,781	159,133	4.6%	102.3%
City Utility	1,241,561	1,474,584	1,528,931	54,348	3.7%	119.8%
Non-City Utility	1,165,125	1,205,659	1,290,740	85,081	7.1%	99.2%
Business & Occupation	980,007	985,461	802,272	(183,189)	-18.6%	79.6%
Other	56,304	60,421	75,275	14,854	24.6%	153.8%
Licenses & Permits	281,260	306,329	306,564	236	0.1%	101.5%
Intergovernmental Revenue	2,240,637	2,147,469	592,347	(1,555,122)	-72.4%	93.7%
Charges for Goods/Services	2,904,696	3,060,577	3,423,381	362,804	11.9%	108.4%
Fines and Penalties	78,453	51,581	49,639	(1,943)	-3.8%	53.6%
Miscellaneous Revenue	141,622	260,291	392,985	132,693	51.0%	256.7%
Transfers In	-	128	87,712	87,583		49.3%
Total Revenues	14,961,269	15,536,147	14,933,937	(602,210)	-3.9%	102.9%
Expenditures						
Administrative Services						
Human Resources	259,811	327,848	274,902	(52,946)	-16.1%	84.8%
Information Technology	279,243	374,562	449,597	75,034	20.0%	109.1%
Risk Management	115,849	136,360	143,699	7,338	5.4%	101.5%
City Clerk	198,328	238,028	226,373	(11,655)	-4.9%	82.9%
City Council	100,744	77,768	63,480	(14,288)	-18.4%	90.1%
City Manager						
City Manager	385,264	344,279	408,587	64,308	18.7%	100.7%
Legal	286,726	277,979	343,008	65,028	23.4%	104.5%
Detentions/Corrections-Contrac	314,238	339,327	203,718	(135,609)	-40.0%	17.9%
Community & Economic Development						
Animal Control	64,075	76,866	87,598	10,732	14.0%	112.4%
Code Enforcement	77,079	50,218	164,127	113,909	226.8%	79.0%
Community Development	478,586	601,152	735,230	134,078	22.3%	96.9%
Parks & Facilities						
Civic Center Activities	50,348	51,915	56,058	4,143	8.0%	68.7%
Facility Services	524,991	652,720	676,755	24,035	3.7%	73.3%
Parks & Recreation	521,872	575,245	620,303	45,059	7.8%	86.1%
Finance	928,469	1,079,083	1,124,192	45,110	4.2%	96.0%
Fire & Emergency Services	1,560,701	1,690,846	2,491,434	800,588	47.3%	113.5%
Municipal Court	528,267	666,977	744,467	77,490	11.6%	102.1%
Non-Departmental	4,252,526	3,194,912	859,741	(2,335,171)	-73.1%	89.8%
Police	3,410,746	3,613,017	3,736,337	123,320	3.4%	92.4%
Public Works	699,932	896,836	723,386	(173,450)	-19.3%	73.4%
Total Expenditures	15,037,794	15,265,938	14,132,991	(1,132,946)	-7.4%	88.6%

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 December which is 100.0% of the year.

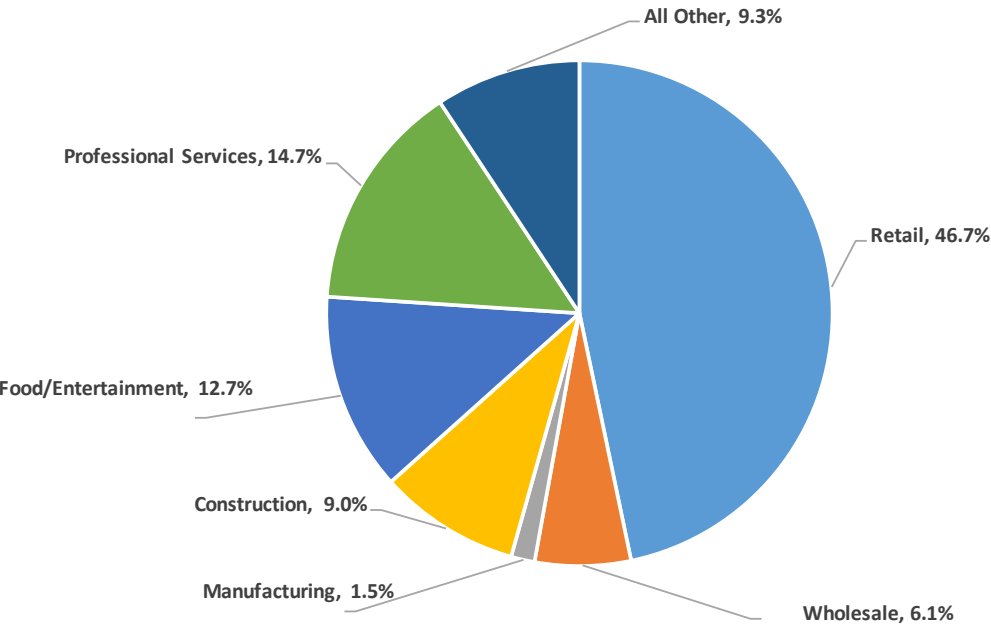
December 2023 Monthly Financial Report  
City of Shelton, Washington

Sales Tax Breakdown by Type

2023 thru December



December 2023



# December 2023 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

Fund	2023 Beginning Fund Balance	2023 Revenue	2023 Expenditure	2023 Fund Balance	\$ Change	% Change
<b>City-wide Fund Balances</b>						
General Fund	5,047,716	14,933,937	14,132,991	5,848,661	800,945	15.9%
Street Fund	432,336	2,100,926	1,850,279	682,983	250,647	58.0%
<b>Capital Resource Funds</b>						
Real Estate Excise Tax -1	505,896	187,622	128,568	564,950	59,054	11.7%
Real Estate Excise Tax -2	592,438	193,060	-	785,498	193,060	32.6%
Transport Benefit District	1,540,535	577,786	591,092	1,527,228	(13,307)	-0.9%
Traffic Impact Fees	706,764	79,961	-	786,725	79,961	11.3%
General Resources	1,222,689	399,437	940,776	681,350	(541,339)	-44.3%
Tourism Fund	91,844	69,145	67,250	93,739	1,895	2.1%
Bond Fund	7,592	183,900	183,900	7,592	-	0.0%
Capital Improvement Fund	860,451	1,632,033	1,828,505	663,979	(196,472)	-22.8%
Water Fund	2,003,551	4,088,161	3,623,442	2,468,270	464,719	23.2%
Water Capital Fund	1,042,911	724,846	674,970	1,092,787	49,876	4.8%
Sewer Fund	4,162,000	6,971,552	6,724,402	4,409,150	247,150	5.9%
Sewer Capital Fund	1,317,368	431,860	1,087,076	662,152	(655,216)	-49.7%
Solid Waste Fund	955,208	2,112,774	2,767,439	300,543	(654,665)	-68.5%
Storm Drainage Fund	612,365	1,843,720	1,177,881	1,278,204	665,839	108.7%
Storm Drainage Capital Fund	185,194	80,000	254,340	10,854	(174,340)	-94.1%
Payroll Benefits Fund	196,855	84,157	60,304	220,708	23,853	12.1%
Equipment Rental Fund	564,289	695,616	850,135	409,769	(154,520)	-27.4%
Firefighters Pension Fund	426,890	23,908	63,384	387,414	(39,476)	-9.2%
Library Endowment Fund	122,928	6,008	-	128,936	6,008	4.9%
<b>City-wide Fund Totals</b>	<b>22,597,820</b>	<b>37,420,408</b>	<b>37,006,735</b>	<b>23,011,493</b>	<b>413,673</b>	<b>1.8%</b>

### City-Wide FTE by Fund

General Fund	2023 Budget	2023 Revised	Dec 31 Vacancies
City Council	7.00	7.00	-
Municipal Court	4.50	4.50	-
City Clerk	2.00	2.00	-
City Manager	2.00	2.00	-
Human Resources	2.85	2.85	1.85
Information Technology	1.15	1.15	0.15
Finance	9.00	7.00	-
Public Works	5.10	5.10	1.00
Police	21.00	21.00	3.00
Community Development	5.85	5.85	-
Parks, Rec & Facilities	9.00	8.00	2.00
<b>Total General Fund</b>	<b>69.45</b>	<b>66.45</b>	<b>8.00</b>

Other City Funds	2023 Budget	2023 Revised	Dec 31 Vacancies
Street Operating	4.65	4.65	1.00
Water Utility	8.80	8.80	1.50
Sewer Utility	11.70	11.70	0.50
Storm Drainage Utility	7.60	7.60	1.00
Equip. Maint. & Rental	1.30	1.30	-
<b>Total Other Funds</b>	<b>34.05</b>	<b>34.05</b>	<b>4.00</b>
<b>Total City</b>	<b>103.50</b>	<b>100.50</b>	<b>12.00</b>



# December 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru December	2023 Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>General Fund</b>					
Taxes	9,996,164	10,081,309	10,081,309	85,145	0.9%
Licenses & Permits	301,900	306,564	306,564	4,664	1.5%
Intergovernmental Revenue	632,086	592,347	592,347	(39,739)	-6.3%
Charges for Goods/Services	3,159,306	3,423,381	3,423,381	264,075	8.4%
Fines and Penalties	92,550	49,639	49,639	(42,911)	-46.4%
Miscellaneous Revenue	153,096	392,985	392,985	239,889	156.7%
Transfers In	178,000	87,712	87,712	(90,288)	-50.7%
<b>Total Revenues</b>	<b>14,513,102</b>	<b>14,933,937</b>	<b>14,933,937</b>	<b>420,835</b>	<b>2.9%</b>
Wages	5,952,128	5,544,537	5,544,537	407,591	6.8%
Benefits	2,415,223	2,102,424	2,102,424	312,799	13.0%
Professional Services	4,843,823	4,123,767	4,123,767	720,056	14.9%
Transfers-Out	924,110	781,910	781,910	142,200	15.4%
Other	1,808,424	1,580,353	1,580,353	228,071	12.6%
<b>Total Expenditures</b>	<b>15,943,708</b>	<b>14,132,991</b>	<b>14,132,991</b>	<b>1,810,717</b>	<b>11.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,430,606)</b>	<b>800,945</b>	<b>800,945</b>	<b>2,231,551</b>	
<b>Street Fund</b>					
Taxes	675,000	732,126	732,126	57,126	8.5%
Licenses & Permits	10,000	18,190	18,190	8,190	81.9%
Intergovernmental Revenue	199,000	206,667	206,667	7,667	3.9%
Charges for Goods/Services	56,120	66,723	66,723	10,603	18.9%
Miscellaneous Revenue	1,500	10,524	10,524	9,024	601.6%
Transfers In	1,126,696	1,066,696	1,066,696	(60,000)	-5.3%
<b>Total Revenues</b>	<b>2,068,316</b>	<b>2,100,926</b>	<b>2,100,926</b>	<b>32,610</b>	<b>1.6%</b>
Wages	378,476	339,567	339,567	38,909	10.3%
Benefits	177,468	154,179	154,179	23,289	13.1%
Professional Services	107,440	14,639	14,639	92,801	86.4%
Transfers-Out	525,000	525,000	525,000	-	0.0%
Other	852,441	816,895	816,895	35,546	4.2%
<b>Total Expenditures</b>	<b>2,040,825</b>	<b>1,850,279</b>	<b>1,850,279</b>	<b>190,546</b>	<b>9.3%</b>
<b>Net Revenues Less Expenditures</b>	<b>27,491</b>	<b>250,647</b>	<b>250,647</b>	<b>223,156</b>	
<b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b>					
Taxes	52,500	168,147	168,147	115,647	220.3%
Miscellaneous Revenue	-	19,474	19,474	19,474	
<b>Total Revenues</b>	<b>52,500</b>	<b>187,622</b>	<b>187,622</b>	<b>135,122</b>	<b>257.4%</b>
Transfers-Out	128,574	128,568	128,568	6	0.0%
<b>Total Expenditures</b>	<b>128,574</b>	<b>128,568</b>	<b>128,568</b>	<b>6</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(76,074)</b>	<b>59,054</b>	<b>59,054</b>	<b>135,128</b>	

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



# December 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru December	2023 Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b>					
Taxes	52,500	168,147	168,147	115,647	220.3%
Miscellaneous Revenue	-	24,912	24,912	24,912	
<b>Total Revenues</b>	<b>52,500</b>	<b>193,060</b>	<b>193,060</b>	<b>140,560</b>	<b>267.7%</b>
Transfers-Out	30,000	-	-	30,000	100.0%
<b>Total Expenditures</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>30,000</b>	<b>100.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>22,500</b>	<b>193,060</b>	<b>193,060</b>	<b>170,560</b>	

<b>Capital Resources -Transportation Benefit District (TBD)</b>					
Miscellaneous Revenue	-	52,786	52,786	52,786	
Transfers In	525,000	525,000	525,000	-	0.0%
<b>Total Revenues</b>	<b>525,000</b>	<b>577,786</b>	<b>577,786</b>	<b>52,786</b>	<b>10.1%</b>
Transfers-Out	687,496	591,092	591,092	96,404	14.0%
<b>Total Expenditures</b>	<b>687,496</b>	<b>591,092</b>	<b>591,092</b>	<b>96,404</b>	<b>14.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(162,496)</b>	<b>(13,307)</b>	<b>(13,307)</b>	<b>149,189</b>	

<b>Capital Resources - Traffic Impact Fees (TIF)</b>					
Charges for Goods/Services	80,000	53,379	53,379	(26,621)	-33.3%
Miscellaneous Revenue	-	26,582	26,582	26,582	
<b>Total Revenues</b>	<b>80,000</b>	<b>79,961</b>	<b>79,961</b>	<b>(39)</b>	<b>0.0%</b>
Transfers-Out	100,000	-	-	100,000	100.0%
<b>Total Expenditures</b>	<b>100,000</b>	<b>-</b>	<b>-</b>	<b>100,000</b>	<b>100.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(20,000)</b>	<b>79,961</b>	<b>79,961</b>	<b>99,961</b>	

<b>Capital Resources - General</b>					
Intergovernmental Revenue	303,204	302,944	302,944	(260)	-0.1%
Miscellaneous Revenue	-	96,493	96,493	96,493	
<b>Total Revenues</b>	<b>303,204</b>	<b>399,437</b>	<b>399,437</b>	<b>96,233</b>	<b>31.7%</b>
Transfers-Out	711,487	637,832	637,832	73,655	10.4%
Other	303,204	302,944	302,944	260	0.1%
<b>Total Expenditures</b>	<b>1,014,691</b>	<b>940,776</b>	<b>940,776</b>	<b>73,915</b>	<b>7.3%</b>
<b>Net Revenues Less Expenditures</b>	<b>(711,487)</b>	<b>(541,339)</b>	<b>(541,339)</b>	<b>170,148</b>	

<b>Tourism Fund</b>					
Taxes	48,000	65,556	65,556	17,556	36.6%
Miscellaneous Revenue	100	3,589	3,589	3,489	3488.9%
<b>Total Revenues</b>	<b>48,100</b>	<b>69,145</b>	<b>69,145</b>	<b>21,045</b>	<b>43.8%</b>
Professional Services	68,000	67,250	67,250	750	1.1%
<b>Total Expenditures</b>	<b>68,000</b>	<b>67,250</b>	<b>67,250</b>	<b>750</b>	<b>1.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(19,900)</b>	<b>1,895</b>	<b>1,895</b>	<b>21,795</b>	

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# December 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru December	2023 Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Bond Fund</b>					
Taxes	-	-	-	-	
Transfers In	183,900	183,900	183,900	-	0.0%
<b>Total Revenues</b>	<b>183,900</b>	<b>183,900</b>	<b>183,900</b>	<b>-</b>	<b>0.0%</b>
Other	183,900	183,900	183,900	-	0.0%
<b>Total Expenditures</b>	<b>183,900</b>	<b>183,900</b>	<b>183,900</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>-</b>	

<b>Capital Improvement Fund</b>					
Intergovernmental Revenue	1,845,085	830,214	830,214	(1,014,871)	-55.0%
Charges for Goods/Services	50,000	18,155	18,155	(31,845)	-63.7%
Transfers In	947,071	783,664	783,664	(163,407)	-17.3%
<b>Total Revenues</b>	<b>2,842,156</b>	<b>1,632,033</b>	<b>1,632,033</b>	<b>(1,210,123)</b>	<b>-42.6%</b>
Professional Services	-	131,130	131,130	(131,130)	
Other	2,561,110	1,697,375	1,697,375	863,735	1.3%
<b>Total Expenditures</b>	<b>2,561,110</b>	<b>1,828,505</b>	<b>1,828,505</b>	<b>732,605</b>	<b>28.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>281,046</b>	<b>(196,472)</b>	<b>(196,472)</b>	<b>(477,518)</b>	

<b>Water Fund</b>					
Charges for Goods/Services	2,916,210	3,153,551	3,153,551	237,341	8.1%
Miscellaneous Revenue	46,100	934,610	934,610	888,510	1927.4%
<b>Total Revenues</b>	<b>2,962,310</b>	<b>4,088,161</b>	<b>4,088,161</b>	<b>1,125,851</b>	<b>38.0%</b>
Wages	679,386	677,214	677,214	2,172	0.3%
Benefits	300,270	278,191	278,191	22,079	7.4%
Professional Services	290,070	371,010	371,010	(80,940)	-27.9%
Transfers-Out	590,000	534,387	534,387	55,613	9.4%
Other	1,846,225	1,762,639	1,762,639	83,586	4.5%
<b>Total Expenditures</b>	<b>3,705,951</b>	<b>3,623,442</b>	<b>3,623,442</b>	<b>82,509</b>	<b>2.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>(743,641)</b>	<b>464,719</b>	<b>464,719</b>	<b>1,208,360</b>	

#### Water Fund

Revenues: Includes sale of land.

<b>Water Capital Fund</b>					
Intergovernmental Revenue	950,000	190,459	190,459	(759,541)	-80.0%
Transfers In	590,000	534,387	534,387	(55,613)	-9.4%
<b>Total Revenues</b>	<b>1,540,000</b>	<b>724,846</b>	<b>724,846</b>	<b>(815,154)</b>	<b>-52.9%</b>
Other	1,540,000	674,970	674,970	865,030	56.2%
<b>Total Expenditures</b>	<b>1,540,000</b>	<b>674,970</b>	<b>674,970</b>	<b>865,030</b>	<b>56.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>49,876</b>	<b>49,876</b>	<b>49,876</b>	

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# December 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru December	2023 Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Sewer Fund</b>					
Charges for Goods/Services	6,445,320	6,783,504	6,783,504	338,184	5.2%
Miscellaneous Revenue	176,407	188,048	188,048	11,641	6.6%
<b>Total Revenues</b>	<b>6,621,727</b>	<b>6,971,552</b>	<b>6,971,552</b>	<b>349,825</b>	<b>5.3%</b>
Wages	896,320	865,226	865,226	31,094	3.5%
Benefits	414,152	368,232	368,232	45,920	11.1%
Professional Services	476,760	472,260	472,260	4,500	0.9%
Transfers-Out	345,131	344,564	344,564	567	0.2%
Other	4,759,839	4,674,120	4,674,120	85,719	1.8%
<b>Total Expenditures</b>	<b>6,892,202</b>	<b>6,724,402</b>	<b>6,724,402</b>	<b>167,800</b>	<b>2.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>(270,475)</b>	<b>247,150</b>	<b>247,150</b>	<b>517,625</b>	
<b>Sewer Capital Fund</b>					
Intergovernmental Revenue	400,000	87,296	87,296	(312,704)	-78.2%
Transfers In	345,131	344,564	344,564	(567)	-0.2%
<b>Total Revenues</b>	<b>745,131</b>	<b>431,860</b>	<b>431,860</b>	<b>(567)</b>	<b>-0.1%</b>
Other	745,131	1,087,076	1,087,076	(341,945)	-45.9%
<b>Total Expenditures</b>	<b>745,131</b>	<b>1,087,076</b>	<b>1,087,076</b>	<b>(341,945)</b>	<b>-45.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(655,216)</b>	<b>(655,216)</b>	<b>(655,216)</b>	
<b>Solid Waste Fund</b>					
Intergovernmental Revenue	2,307,414	2,090,996	2,090,996	(216,418)	-9.4%
Miscellaneous Revenue	-	21,779	21,779	21,779	
<b>Total Revenues</b>	<b>2,307,414</b>	<b>2,112,774</b>	<b>2,112,774</b>	<b>(194,640)</b>	<b>-8.4%</b>
Professional Services	228,185	260,226	260,226	(32,041)	-14.0%
Other	2,592,721	2,507,213	2,507,213	85,508	3.3%
<b>Total Expenditures</b>	<b>2,820,906</b>	<b>2,767,439</b>	<b>2,767,439</b>	<b>53,467</b>	<b>1.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>(513,492)</b>	<b>(654,665)</b>	<b>(654,665)</b>	<b>(141,173)</b>	
<b>Storm Drainage Fund</b>					
Intergovernmental Revenue	25,000	47,673	47,673	22,673	90.7%
Charges for Goods/Services	1,537,340	1,673,834	1,673,834	136,494	8.9%
Miscellaneous Revenue	500	122,213	122,213	121,713	24342.6%
<b>Total Revenues</b>	<b>1,562,840</b>	<b>1,843,720</b>	<b>1,843,720</b>	<b>280,880</b>	<b>18.0%</b>
Wages	556,387	391,213	391,213	165,174	29.7%
Benefits	242,846	166,230	166,230	76,616	31.5%
Professional Services	133,090	48,336	48,336	84,754	63.7%
Transfers-Out	80,000	-	-	80,000	100.0%
Other	605,668	572,102	572,102	33,566	5.5%
<b>Total Expenditures</b>	<b>1,617,991</b>	<b>1,177,881</b>	<b>1,177,881</b>	<b>440,110</b>	<b>27.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>(55,151)</b>	<b>665,839</b>	<b>665,839</b>	<b>720,990</b>	
<b>Storm Drainage Capital Fund</b>					
Intergovernmental Revenue	-	80,000	80,000	80,000	
Transfers In	80,000	-	-	(80,000)	-100.0%
<b>Total Revenues</b>	<b>80,000</b>	<b>80,000</b>	<b>80,000</b>	<b>-</b>	<b>0.0%</b>
Other	80,000	254,340	254,340	(174,340)	-217.9%
<b>Total Expenditures</b>	<b>80,000</b>	<b>254,340</b>	<b>254,340</b>	<b>(174,340)</b>	<b>-217.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(174,340)</b>	<b>(174,340)</b>	<b>(174,340)</b>	

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

# December 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru December	2023 Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Payroll Benefits Fund</b>					
Charges for Goods/Services	40,000	50,151	50,151	10,151	25.4%
Miscellaneous Revenue	350	6,331	6,331	5,981	1708.8%
Transfers In	120,000	27,675	27,675	(92,325)	-76.9%
<b>Total Revenues</b>	<b>160,350</b>	<b>84,157</b>	<b>84,157</b>	<b>(76,193)</b>	<b>-47.5%</b>
Benefits	160,350	60,304	60,304	100,046	62.4%
<b>Total Expenditures</b>	<b>160,350</b>	<b>60,304</b>	<b>60,304</b>	<b>100,046</b>	<b>62.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>23,853</b>	<b>23,853</b>	<b>23,853</b>	

<b>Equipment Maint &amp; Rental Fund</b>					
Charges for Goods/Services	578,000	681,791	681,791	103,791	18.0%
Miscellaneous Revenue	5,000	13,825	13,825	8,825	176.5%
<b>Total Revenues</b>	<b>583,000</b>	<b>695,616</b>	<b>695,616</b>	<b>112,616</b>	<b>19.3%</b>
Wages	107,565	107,244	107,244	321	0.3%
Benefits	51,899	51,462	51,462	437	0.8%
Professional Services	14,308	3,598	3,598	10,710	74.9%
Other	931,304	687,832	687,832	243,472	26.1%
<b>Total Expenditures</b>	<b>1,105,076</b>	<b>850,135</b>	<b>850,135</b>	<b>254,941</b>	<b>23.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(522,076)</b>	<b>(154,520)</b>	<b>(154,520)</b>	<b>367,556</b>	

<b>Firefighter's Pension Fund</b>					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	9,000	23,908	23,908	14,908	165.6%
Transfers In	50,000	-	-	(50,000)	-100.0%
<b>Total Revenues</b>	<b>59,100</b>	<b>23,908</b>	<b>23,908</b>	<b>(35,192)</b>	<b>-59.5%</b>
Benefits	80,600	63,384	63,384	17,216	21.4%
<b>Total Expenditures</b>	<b>80,600</b>	<b>63,384</b>	<b>63,384</b>	<b>17,216</b>	<b>21.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>(21,500)</b>	<b>(39,476)</b>	<b>(39,476)</b>	<b>(17,976)</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	6,008	6,008	4,408	275.5%
<b>Total Revenues</b>	<b>1,600</b>	<b>6,008</b>	<b>6,008</b>	<b>4,408</b>	<b>275.5%</b>
Transfers-Out	24,000	-	-	24,000	100.0%
<b>Total Expenditures</b>	<b>24,000</b>	<b>-</b>	<b>-</b>	<b>24,000</b>	<b>100.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(22,400)</b>	<b>6,008</b>	<b>6,008</b>	<b>28,408</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: 02/05/2024  
Brief Date: 02/20/2024  
Action Date: 03/05/2024

Department: Public Works  
Presented By: Aaron C. Nix, Capital Projects Manager

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:

**Pavement Condition Index Analysis**

☐

Ordinance

☒ Dept. Head

J.O.H

☐ Finance Director

ATTACHMENTS:

☒

Resolution

Resolution No. 1311-0124

☐ Attorney

SCJ Alliance Work Order Exhibit A

☒

Motion

☒ City Clerk

DN

☐

Other

☐ City Manager

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

The preparation of a pavement condition index assessment update and the preparation of a pavement preservation plan for inclusion in the yearly City's Transportation Improvement Plan (TIP). This formal engineering assessment tool is a method of standardizing the condition of the City's paved roadway network and help in the order of type/timing/cost of needed street maintenance projects. The study will also help provide justification for future grant funding, as many granting agencies require that this formal assessment be completed prior to awarding funds for roadway repair projects.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The City could elect to not move forward with this analysis, risking the possibility of not obtaining grant funds for these types of projects and regressing on the maintenance/monitoring of the City's roadway system. As a reminder, the city was recently awarded a \$4.2 million dollar overlay and street repair project for Olympic Highway North.

### BUDGET/FISCAL INFORMATION:

\$60,000 was budgeted in the 2024 budget to complete this analysis.

### PUBLIC INFORMATION REQUIREMENTS:

All past and the current analysis are available for public review, input and can be obtained by contacting the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1311-0124 on the March 5, 2024 action agenda for the for further consideration."

**RESOLUTION NO. 1311-0124**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO APPROVE A PUBLIC WORKS ON-CALL CONSULTANT ROSTER  
WORK ORDER FOR CONDUCTING A PAVEMENT CONDITION INDEX STUDY**

**WHEREAS**, the City is planning to update to update a prior 2018 Pavement Condition Index (PCI) study done on the condition of the City's roadways. The PCI index is used to rank and determine the type/timing/cost of maintenance activities on the City of Shelton's inventory of paved roadways; and

**WHEREAS**, a PCI study is conducted every 3-5 years in order to verify pavement conditions of Shelton roadways and provide a work plan for crack sealing, overlays, and other methods of maintenance, extending the life expectancy of Shelton roadways and saving resources; and

**WHEREAS**, the results of this study will be integrated into the City's asset management software and GIS package to allow Staff to prioritize for grant funds and developing projects based on this analysis for inclusion into the annually adopted Transportation Improvement Plan (TIP).

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton, Washington, as follows by the City Council of the City of Shelton that the City Manager is authorized to execute a work order for the identified tasks in SCJ Alliance Work Order, and subsequent amendments, in the completion of the Pavement Condition Index (PCI) analysis, as budgeted and not to exceed a cost of \$60,000.

**INTRODUCED** on the 20<sup>th</sup> of February 2024 and **PASSED** by the City Council at its regular meeting on the 5<sup>th</sup> of March 2024.

ATTEST:

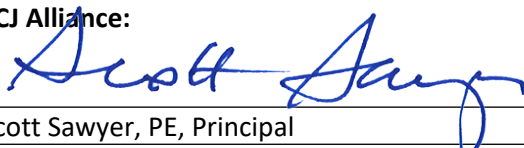
\_\_\_\_\_  
Mayor Onisko

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



Work Order SCJ-24014
<b>Date:</b> March 5, 2024
<b>Task:</b> Pavement Condition Index Ratings & Program
<b>To:</b> SCJ Alliance
<b>Scope of Work:</b> SCJ Alliance will perform pavement condition survey and assessment to update the City's PCI and prepare a pavement preservation plan, as described in Exhibit A, attached hereto.
<b>Budget:</b> \$59,405.23 not to exceed

Task Order Contact Information	
<i>City of Shelton</i>	<i>SCJ Alliance</i>
<b>Name:</b> Aaron Nix	<b>Name:</b> Patrick Holm, PE
<b>Phone:</b> 360.490.0453	<b>Phone:</b> 360.352.1465
<b>Email Address:</b> aaron.nix@sheltonwa.gov	<b>Email Address:</b> Patrick.holm@scjalliance.com

Approving Signatures	
<b>City of Shelton:</b>	<b>Date:</b>
Mark Ziegler, City Manager	
<b>SCJ Alliance:</b> 	<b>Date:</b> January 5, 2024
Scott Sawyer, PE, Principal	

This work shall be done according to the contractual agreement titled, *On-Call Qualified Pool List, Traffic Engineering* between City of Shelton and SCJ Alliance dated February 23, 2021.

*Invoices pertaining to assigned Work Orders shall be accompanied by a completed Billing Voucher, referencing the Work Order Number (located at the top of this form), and shall be submitted via email to [PW.Invoices@sheltonwa.gov](mailto:PW.Invoices@sheltonwa.gov).*



## SCOPE OF WORK

### Pavement Condition Ratings and Program Shelton, Washington

**Prepared For:** Jay Harris/City of Shelton

**Prepared By:** Patrick Holm/SCJ Alliance

**Date Prepared:** September 12, 2023

**Job Number:** 23-P00863

### Introduction and Project Understanding

This scope of work covers the preparation of a Pavement Condition Assessment update and the preparation of a pavement preservation plan for inclusion in the City's Transportation Improvement Plan (TIP).

#### Street Condition Assessment

A major component of the City's Capital Improvement Programs includes maintenance work designed to keep the "good streets good" and to improve streets with poor pavement that will need more work later. The CITY plans to complete a variety of maintenance work every year in arterials in and residential streets (often contracted and out and completed by contractors).

This scope of work focuses on collecting pavement condition data for all city streets and using that data to develop an ongoing maintenance program to keep the city's roadway network in a state of good repair.

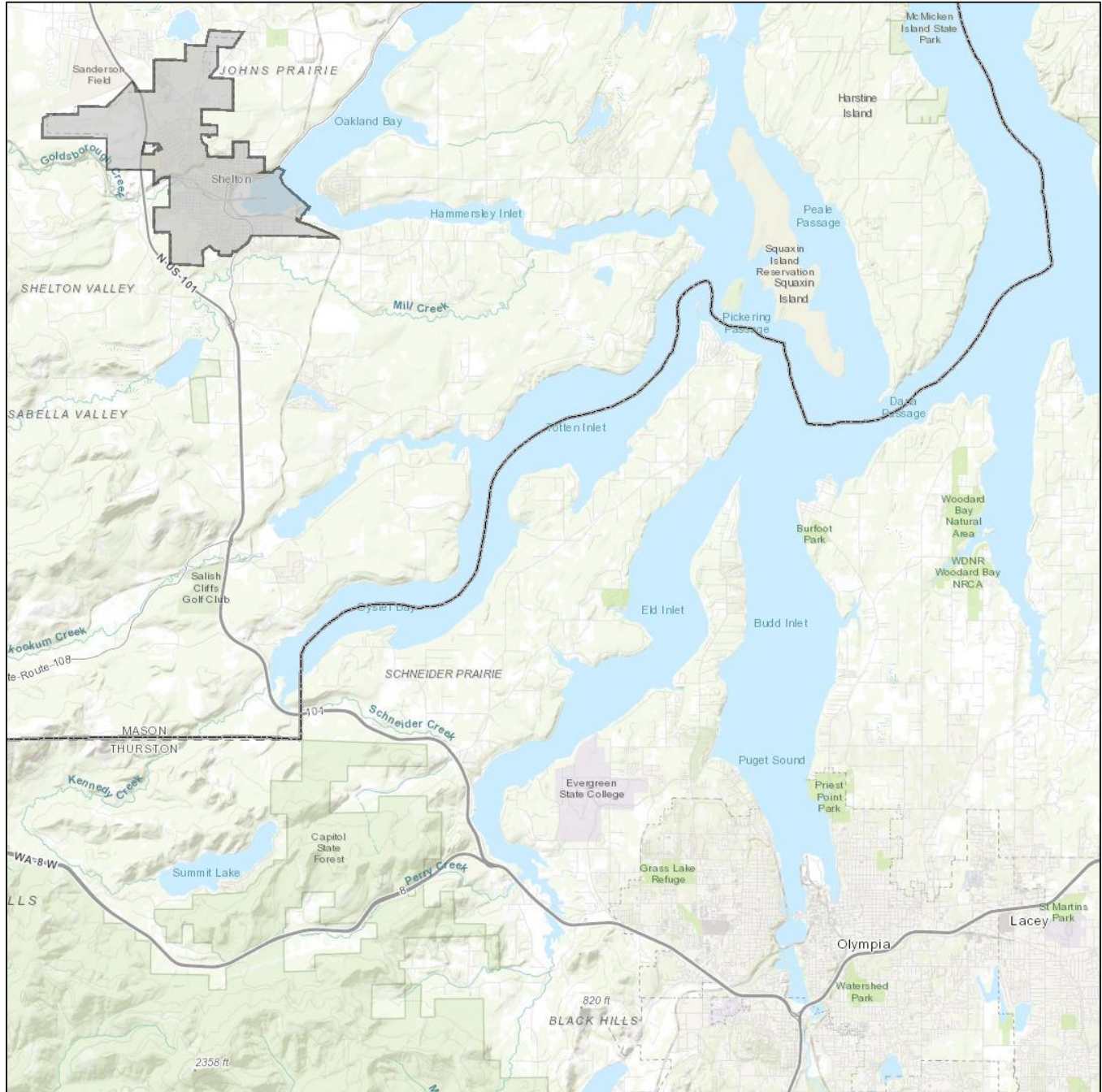
### Project Location

The Street Condition Assessment will cover the entire city limits of Shelton, Washington. Shelton is located in Mason County in western Washington, approximately 22 miles northwest of Olympia as shown in Figure 1. Figure 2 on page 3 shows the city streets with functional classifications. The City itself covers 6.09 square miles and 70.4 centerline miles of local, collector, minor arterial, and principal arterial streets.

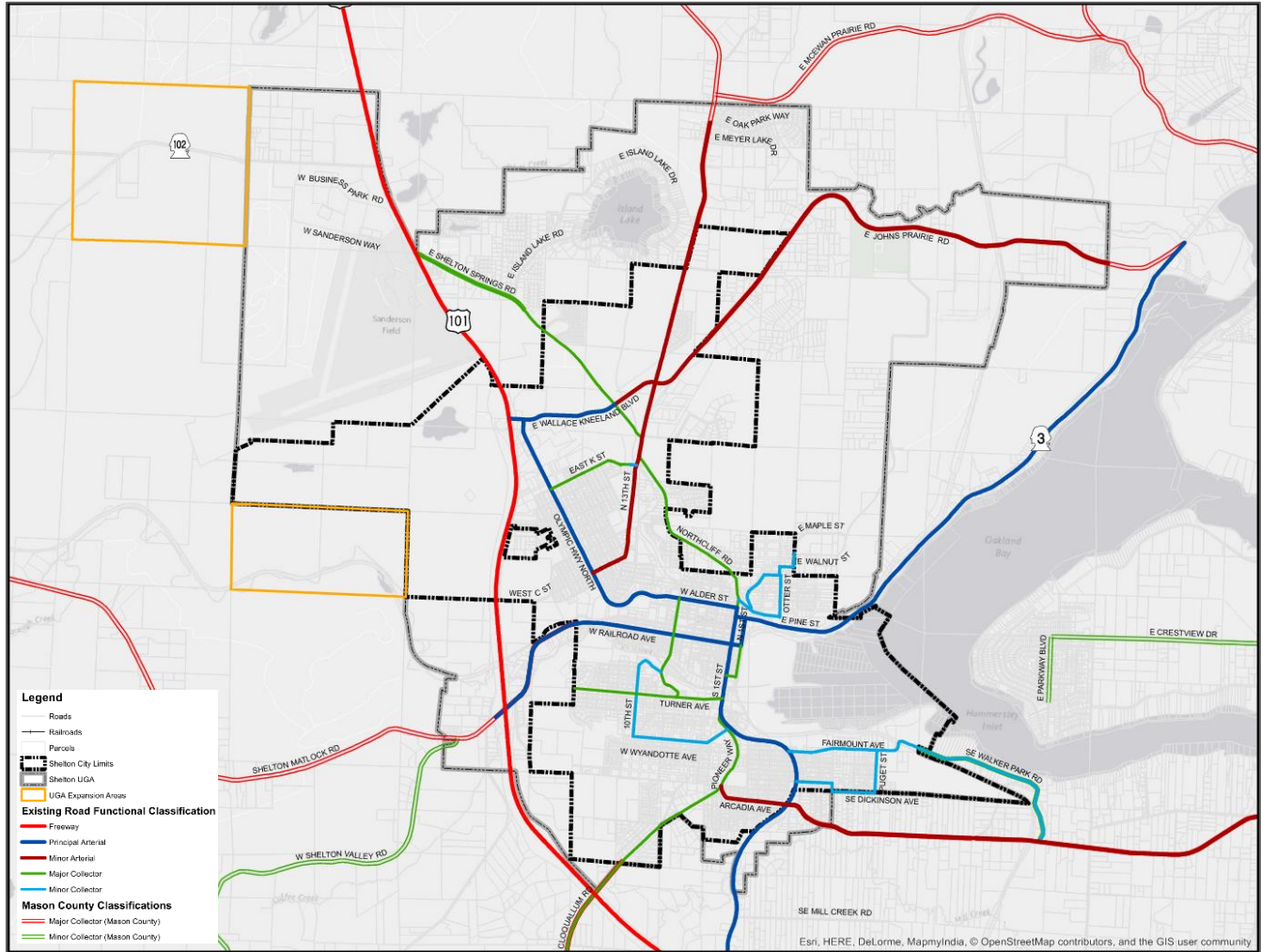
### Assumptions

- ◆ The streets condition assessment will include all streets in the city limits.





**Figure 1. Vicinity Map for Shelton, Washington**



**Figure 2. City Limits and Street Network with Functional Classifications**

## Phase 1 Project Management

This phase includes tasks to plan, manage, and administer the work and provide quality assurance/quality control.

### 1) Management

- ◆ **Management.** Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.
- ◆ **Schedule and Budget.** Develop a critical path project schedule to match the scope of work. Identify task durations, predecessors, CITY reviews, deliverables, and milestones. Review and update the schedule on a monthly basis. Monitor earned value and actual costs on a biweekly basis. Provide monthly billing statements to the CITY including overall budget and schedule confirmation and review for each progress billing period.

### 2) Administration

- ◆ **Progress Reports.** Prepare and submit bi-weekly progress reports. Progress reports will show: (1) prior work performed, (2) current work planned, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the CITY and/or others.
- ◆ **Progress Billings.** Prepare a monthly progress bill with weekly progress reports attached. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).
- ◆ **Filing.** Develop a project filing system and maintain project files in one centralized location. Periodically purge draft and redundant documents.

### 3) Meetings

- ◆ **Kick-off Meeting.** Plan and attend a one-hour virtual kick-off meeting with the City to ensure that the process and goals for the inspection are discussed and agreed upon prior to performing the work.
- ◆ **Coordination Calls.** Plan and attend up to four (4) one-hour meetings with the City to coordinate project status, issues, and to present materials.

### 4) Quality Assurance/Quality Control

- ◆ **Quality Control.** Provide senior level review of task deliverables before submittal to the City. Specifically, perform quality control review of the PCI process to ensure PCI ratings are within acceptable tolerances. This includes spot checking sections of pavement using the photographs to check inspection notes. This will be performed on the second day of inspection so that any variances can be addressed easily, and that the inspection of subsequent inspections can be corrected, if needed.
- ◆ **Quality Assurance.** Audit quality check activities and documentation on a periodic basis.

## Understanding

- ◆ Project management will be provided over a 3-month timeframe.



- ◆ Progress billings will be submitted monthly to the CITY.
- ◆ Timelines and milestones will be outlined in a master schedule using Microsoft Project and will be updated for each progress billing.
- ◆ Budget for peer checks for quality control is included within the budget for design tasks.

### Deliverables

- ◆ Weekly Progress Reports submitted via email in PDF
- ◆ Progress billings submitted monthly submitted via email in PDF
- ◆ MS Project schedule and Updates submitted via email in PDF

## Phase 2 Pavement Inventory

Complete an inventory and condition assessment of the entire City of Shelton road network. The City uses StreetSaver as their pavement management system (PMS) This work includes:

### Task 1 Data Acquisition

- 1) **Acquire GIS, StreetSaver, and Review Street Inventory.** Utilize Mason County GIS data to develop review the existing street inventory and note any updated needed based on conversations with the City. Obtain the City's login to StreetSaver and review the existing model for differences.
- 2) **Construction History Review.** Coordinate with the City to review pertinent street construction and maintenance and repair (M&R) records to update the database fields including street geometry, surface type, functional classification, and age.
- 3) **Network Verification.** Collaborate with City staff, as necessary, to verify the preliminary database and finalize any changes to the network sectioning plan.
- 4) **GIS Integration.** Coordinate with the City and the StreetSaver support team to login to the City's StreetSaver license and integrate necessary updates of the GIS data into a StreetSaver database.

### Task 2 Pavement Survey

- 1) **Customize Application.** Customize the SCJ Alliance Pavement Inventory Application for the Shelton project, and to be compatible with the GIS and StreetSaver model.
- 2) **Pavement Inspection Survey.** Perform a pavement condition survey per ASTM International Standard D6433-11, *Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Survey*. This included two-person teams walking the streets on foot to perform the PCI survey on 70 centerline miles of City of Shelton streets. While more emphasis will be given to common distresses including alligator cracking, block cracking, reflective cracking, rutting, raveling, bleeding, ride quality and patching; this includes assessment of all 20 pavement distresses from StreetSaver for flexible pavements as detailed in ASTM D6433. No additional time will be required to assess the additional distresses. Ride quality will not be assessed.
- 3) **Photograph Existing Conditions.** A minimum of two photographs will be taken for each segment. Images will be in standard \*.jpeg/.jpg format and shall be easily viewable and include

aspects of the right-of-way outside of the pavement for location, context, and shall be coordinated with street segment rating information. All images shall have the ability to determine the date that the image was taken.

### Understanding

- ◆ The City has an existing StreetSaver database that will be used as a starting point. The current online version will be used as will the City's login information.
- ◆ All City of Shelton public roads will be inspected to obtain full coverage of the City's streets. The City will be responsible for obtaining access to gated communities, if applicable.

### Deliverables

- ◆ Site Visits to Survey Pavement Conditions
- ◆ Photographs in via email in jpg format

## Phase 3 Data Input and Analysis

### Task 1 Data Import and PCI Ratings

- 1) **Data Import, Error Check and Develop PCI Ratings.** Import collected PCI data into the StreetSaver database. Once the data has been imported and QC-checked to ensure the data is error-free, begin the data analysis process to determine PCI ratings for each pavement functional class, street, and section. Prepare a color-coded graph to present PCI survey results.

### Task 2 Determine Unit Costs

- 1) **Determine Unit Costs.** Establish unit costs for various maintenance treatments. These costs will be used to develop M&R plans for future years.

### Task 3 Analysis and Report Development

- 1) **Budget Needs and M&R Scenario Analysis.** We will develop M&R budget requirements for the pavement network using the following budget scenarios. Budget needs will be developed assuming an unlimited budget for the five-year period from 2024 to 2028. Once the total budget need is known, we will develop four budget scenarios as shown below. For each scenario, we will list the cost for each type of work required (maintenance, surface treatments, or reconstruction), overall budget impact, and the resulting network PCI:
  - (a) Scenario 1: Annual budget to eliminate major M&R backlog
  - (b) Scenario 2: Annual budget to maintain current area weighted PCI
  - (c) Scenario 3: Projected PCI at selected (or current) budget level
  - (d) Scenario 4: Annual budget to perform only stop-gap maintenance with projected drop in PCI
- 2) **Project Selection and Prioritization.** Based upon the budget scenario selected after consultation with the City, create projects for groups of pavement sections. To the extent possible, group together sections that require similar activities, such as crack sealing or mill/overlay to obtain volume discounted pricing and construction efficiencies. For each

pavement section assigned an M&R treatment, include supporting information as to why the M&R treatment was selected, the approximate costs and resulting PCI after treatment.

- 3) **Develop ESRI GIS Shapefile with PCI Data.** Produce a GIS file containing the PCI data collected from the visual survey. The numeric values will allow for visual display of the network PCI.
- 4) **Prepare Pavement Condition and M&R Report.** Prepare a report that includes a narrative, summary tables, PCI data, costs, and a prioritized M&R List. The report will document the project and provide detailed information about the inspection and analysis methodology, findings, conclusions and recommendations. The report will include supporting information such as maps, charts, and tables. The culmination of our report will be a five-year budget and prioritized M&R project listing for each year in the 2024 to 2028 timeframe. A Draft and Final Report are included in this task.

### Understanding

- ◆ Analysis will be performed using StreetSaver.
- ◆ GIS shapefiles will be in ESRI format.

### Deliverables

- ◆ Color-coded Graph of PCI Data via email in PDF
- ◆ GIS Shapefile of PCI data via email
- ◆ Draft Pavement Condition and M&R Report via email in PDF
- ◆ Final Pavement Condition and M&R Report via email in PDF

## Phase 99 Expenses

Expenses will be charged on a time and material basis and include items such as travel, mileage, plan reproduction, copies, etc.

### End Scope of Work

*Patrick Scope - Streets Assessment 2023-0912.docx*

## Consultant Fee Determination Summary



### SCJ Alliance

Client: City of Shelton

Project: Pavement Condition Survey

Job #: 23-000863

File Name: Shelton\_Pavement\_Condition\_Update\_FEE\_2023-1012.xlsm

Template Version: 8/17/2023

Contract Type: Billing Rate Schedule

### Consultant Fee Determination

#### *DIRECT SALARY COST*

<u>Classification</u>	<u>Hours</u>	<u>Fully Burdened Rate</u>	<u>Amount</u>
Principal (Senior Principal Consultant)	15.0	\$325.00	\$4,875.00
Principal	43.0	\$231.00	\$9,933.00
E4 Engineer (Project Engineer II)	183.0	\$150.00	\$27,450.00
E2 Engineer (Project Engineer I)	8.0	\$115.00	\$920.00
E1 Engineer (Project Engineer I)	98.0	\$136.00	\$13,328.00
T2 Technician (Designer)	16.0	\$115.00	\$1,840.00
Project Accountant	3.0	\$130.00	\$390.00

#### *TOTAL SALARY COST*

Total Salary Cost **\$58,736.00**

#### *REIMBURSABLE EXPENSES*

Copies, Printing, etc.	0.2%	of the Total Salary Costs	\$117.47
Mileage	720	miles at \$0.655 per mile	\$471.60
Expenses Subtotal:			<b>\$589.07</b>

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**Total Estimated Budget: \$59,325.07**

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# Consultant Labor Hour Estimate

## SCJ Alliance

Client: City of Shelton

Template Version: 8/17/2023

Project: Pavement Condition Survey

Contract Type: Billing Rate Schedule

Job #: 23-000863

File Name: Shelton\_Pavement\_Condition\_Update\_FEE\_2023-1012.xlsm



		Lisa Reid	Patrick Holm	David Hall	Andrew Armstrong	Emily Carlton	Cori McGovern	Kim Brown	
Phase & Task No.	Phase & Task Title	Principal (Senior Principal Consultant)	Principal	E4 Engineer (Project Engineer II)	E2 Engineer (Project Engineer I)	E1 Engineer (Project Engineer I)	T2 Technician (Designer)	Project Accountant	Total Direct Labor Hours & Cost
<b>PHASE 01 PROJECT MANAGEMENT</b>									
<b>Task 01</b>	<b>Management</b>								
1	Management		12.0						12.0
2	Schedule and Budget		4.0						4.0
Subtotal Hours:			16.0						16.0
<b>Task 02</b>	<b>Administration</b>								
1	Progress Reports		3.0						3.0
2	Progress Billings							3.0	3.0
3	Filing					2.0			2.0
Subtotal Hours:			3.0			2.0		3.0	8.0
<b>Task 03</b>	<b>Meetings</b>								
1	Kick-off Meeting	1.0	1.0	1.0					3.0
2	Coordination Calls	2.0	4.0	4.0					10.0
Subtotal Hours:		3.0	5.0	5.0					13.0
<b>Task 04</b>	<b>Quality Assurance/Quality Control</b>								
1	Quality Control	6.0							6.0
2	Quality Assurance	2.0							2.0
Subtotal Hours:		8.0							8.0
Total Phase Hours:		11.0	24.0	5.0		2.0		3.0	45.0
Total Phase Direct Labor:		\$3,575.00	\$5,544.00	\$750.00		\$272.00		\$390.00	\$10,531.00
<b>PHASE 02 PAVEMENT INVENTORY</b>									
<b>Task 01</b>	<b>Data Acquisition</b>								
1	Acquire GIS, StreetSaver, and Review Street Inventory		1.0	2.0			2.0		5.0
2	Construction History Review			2.0					2.0
3	Network Verification			2.0					2.0
4	GIS Integration						4.0		4.0
Subtotal Hours:			1.0	6.0			6.0		13.0
<b>Task 03</b>	<b>Pavement Survey</b>								
1	Customize Application				8.0				8.0
2	Pavement Inspection Survey			90.0		90.0			180.0
3	Photograph Existing Conditions (incl above, this is to attach to GIS)					2.0	2.0		4.0
Subtotal Hours:				90.0	8.0	92.0	2.0		192.0
Total Phase Hours:			1.0	96.0	8.0	92.0	8.0		205.0
Total Phase Direct Labor:			\$231.00	\$14,400.00	\$920.00	\$12,512.00	\$920.00		\$28,983.00
<b>PHASE 03 DATA INPUT AND ANALYSIS</b>									
<b>Task 01</b>	<b>Data Import and PCI Ratings</b>								
1	Data Import, Error Check and Develop PCI Ratings	2.0		16.0			2.0		20.0
Subtotal Hours:		2.0		16.0			2.0		20.0
<b>Task 02</b>	<b>Determine Unit Costs</b>								
1	Determine Unit Costs		2.0	4.0		4.0			10.0
Subtotal Hours:			2.0	4.0		4.0			10.0
<b>Task 03</b>	<b>Analysis and Report Development</b>								
1	Budget Needs and M&R Scenario Analysis		8.0	16.0					24.0
2	Project Selection and Prioritization		4.0	16.0					20.0
3	Develop ESRI GIS Shapefile with PCI Data			2.0			2.0		4.0



# Consultant Labor Hour Estimate

## SCJ Alliance

Client: City of Shelton

Template Version: 8/17/2023

Project: Pavement Condition Survey

Contract Type: Billing Rate Schedule

Job #: 23-000863

File Name: Shelton\_Pavement\_Condition\_Update\_FEE\_2023-1012.xlsm



		Lisa Reid	Patrick Holm	David Hall	Andrew Armstrong	Emily Carlton	Cori McGovern	Kim Brown	
Phase & Task No.	Phase & Task Title	Principal (Senior Principal Consultant)	Principal	E4 Engineer (Project Engineer II)	E2 Engineer (Project Engineer I)	E1 Engineer (Project Engineer I)	T2 Technician (Designer)	Project Accountant	Total Direct Labor Hours & Cost
4	Prepare Pavement Condition and M&R Report	2.0	4.0	28.0			4.0		38.0
Subtotal Hours:		2.0	16.0	62.0			6.0		86.0
Total Phase Hours:		4.0	18.0	82.0		4.0	8.0		116.0
Total Phase Direct Labor:		\$1,300.00	\$4,158.00	\$12,300.00		\$544.00	\$920.00		\$19,222.00
Total Hours All Phases		15.0	43.0	183.0	8.0	98.0	16.0	3.0	366.0
Total Direct Labor Estimate All Phases		\$4,875.00	\$9,933.00	\$27,450.00	\$920.00	\$13,328.00	\$1,840.00	\$390.00	\$58,736.00



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

Touch Date: 02/01/2024  
Brief Date: 02/20/2024  
Action Date: 03/05/2024

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:

**Storm Department Vehicle Purchase**

☐

Ordinance

☒ Dept. Head

J.O.H.

☐ Finance Director

ATTACHMENTS:

☒

Resolution

☐ Attorney

1. Resolution No. 1315-0124

☒

Motion

☒ City Clerk

2. National Auto Fleet Group Quote

☐

Other

☐ City Manager

3. Purchase Order, Stormwater Pickup

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

The Public Works 2024 budget requested the purchase of one new mid-size SUV for the Storm Department to replace a 2009 Ford Escape that has engine and transmission issues. Presently, there is not a vehicle in the Storm Department dedicated to this position. Replacing the current Ford Escape with a new AWD truck will allow for better mobility during inclement weather and increase vehicle safety and reliability.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The City can postpone the purchase of the replacement 2009 Storm Department service vehicle and continue to operate the outdated vehicle which is at its end of life and prone to further mechanical failures.

### BUDGET/FISCAL INFORMATION:

Budget request of \$50,000 was approved in the adopted 2024 Public Work Department storm budget.

### PUBLIC INFORMATION REQUIREMENTS:

All information on this vehicle purchase has been included in the packet materials for this Council item. Any additional information can be obtained from the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1315-0124 on the Council's March 5, 2024 action agenda for further consideration".

**RESOLUTION NO. 1315-0124**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE CITY MANAGER TO SIGN  
A PURCHASE ORDER FOR THE ACQUISITION OF A 2024 FORD MAVERICK AWD PICKUP TO SUPPORT  
STORMWATER DEPARTMENT OPERATIONS**

**WHEREAS**, the 2024 adopted budget included an expenditure of \$50,000 out of the Storm Fund for a new mid-size SUV to support Storm Department operations; and

**WHEREAS**, the City needs this vehicle to perform stormwater operations functions, including times of inclement weather to ensure the proper functioning of the storm system and to replace the existing 2009 Ford Escape that has significant engine and transmission issues; and

**WHEREAS**, the City solicited bids, utilizing the Sourcewell Contract 091521-NAF, for which the City can utilize, under agreement with the State of Washington; and

**WHEREAS**, the quote and relevant information pertaining to this proposed purchase has been included within the attached quote to this Resolution from National Auto Fleet Group.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, WA, that the City Manager is authorized to sign purchase orders not to exceed \$50,000 for a new Storm Department service vehicle and additional needed equipment/hardware, as approved within the approved 2024 budget.

**INTRODUCED** on the 20<sup>th</sup> day of February 2024 and **passed** by the City Council of the City of Shelton on this 5<sup>th</sup> day of March 2024.

ATTEST:

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

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

## APPENDIX A



# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
(855) 289-6572 • (831) 480-8497 Fax  
Fleet@NationalAutoFleetGroup.com

1/18/2024

Quote ID: **37138**

Order Cut Off Date: **TBA**

Mike Albaugh  
City of Shelton  
Public Works

1000 West Pine Street  
Shelton, Washington, 98584

Dear Mike Albaugh,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2024 Ford Maverick (W8J) XLT AWD SuperCrew 121.1" WB 4.5' Box, )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$32,520.00	\$31,870.76	1.996 %	\$649.24
Additional Key(s)		\$0.00		
Tax (8.8000 %)		\$2,804.63		
Tire fee		\$0.00		
Total		\$34,675.39		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497



## **Purchase Order Instructions & Resources**

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

**We will send a courtesy confirmation for your order and a W-9 if needed.**

### **Additional Resources**

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

## Vehicle Configuration Options

<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
999	Engine: 2.0L EcoBoost, (STD)
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
448	Transmission: 8-Speed Automatic, (STD)
<b>WHEELS</b>	
<b>Code</b>	<b>Description</b>
64T	Wheels: 17" Carbonized Gray Painted Aluminum, (STD)
<b>TIRES</b>	
<b>Code</b>	<b>Description</b>
___	Tires: P225/65R17 A/S BSW, (STD)
<b>PRIMARY PAINT</b>	
<b>Code</b>	<b>Description</b>
YZ	Oxford White
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
7B	Navy Pier/Medium Slate, Unique Cloth Front Bucket Seats, -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
<b>AXLE RATIO</b>	
<b>Code</b>	<b>Description</b>
___	3.63 Axle Ratio, (STD)
<b>ADDITIONAL EQUIPMENT</b>	
<b>Code</b>	<b>Description</b>
60B	Trailer Hitch Receiver w/4-Pin Connector
51D	Full Size Spare Tire
63B	Front & Rear Molded Splash Guards (4-Piece)
96G	Spray-In Bedliner
942	Daytime Running Lamps (Non-Configurable)
16C	Front & Rear Floor Liners w/o Carpet Mats, -inc: Deletes standard carpeted front floor mats
21K	Tonneau Pickup Box Cover - Hard Trifold
85B	Removable Bed Mat
<b>OPTION PACKAGE</b>	
<b>Code</b>	<b>Description</b>
300A	Equipment Group 300A Standard



2024 Fleet/Non-Retail Ford Maverick XLT AWD SuperCrew 121.1" WB 4.5' Box

WINDOW STICKER

2024 Ford Maverick XLT AWD SuperCrew 121.1" WB 4.5' Box		
CODE	MODEL	MSRP
W8J	2024 Ford Maverick XLT AWD SuperCrew 121.1" WB 4.5' Box	\$26,315.00
OPTIONS		
999	Engine: 2.0L EcoBoost, (STD)	\$0.00
448	Transmission: 8-Speed Automatic, (STD)	\$0.00
64T	Wheels: 17" Carbonized Gray Painted Aluminum, (STD)	\$0.00
___	Tires: P225/65R17 A/S BSW, (STD)	\$0.00
YZ	Oxford White	\$0.00
7B	Navy Pier/Medium Slate, Unique Cloth Front Bucket Seats, -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin	\$0.00
___	3.63 Axle Ratio, (STD)	\$0.00
60B	Trailer Hitch Receiver w/4-Pin Connector	\$100.00
51D	Full Size Spare Tire	\$115.00
63B	Front & Rear Molded Splash Guards (4-Piece)	\$180.00
96G	Spray-In Bedliner	\$495.00
942	Daytime Running Lamps (Non-Configurable)	\$45.00
16C	Front & Rear Floor Liners w/o Carpet Mats, -inc: Deletes standard carpeted front floor mats	\$135.00
21K	Tonneau Pickup Box Cover - Hard Trifold	\$1,180.00
85B	Removable Bed Mat	\$140.00
300A	Equipment Group 300A Standard	\$2,220.00
Please note selected options override standard equipment		
SUBTOTAL		\$30,925.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,595.00
TOTAL PRICE		\$32,520.00
Est City: 22 MPG		
Est Highway: 29 MPG		
Est Highway Cruising Range: 478.50 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes


## Standard Equipment

### MECHANICAL

Engine: 2.0L EcoBoost (STD)
Transmission: 8-Speed Automatic (STD)
3.63 Axle Ratio (STD)

### EXTERIOR

Wheels: 17" Carbonized Gray Painted Aluminum (STD)
Tires: P225/65R17 A/S BSW (STD)

### ADDITIONAL EQUIPMENT

50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode
Automatic Full-Time All-Wheel
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
Regenerative 150 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
1500# Maximum Payload
GVWR: 5,180 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
16.5 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Short And Long Arm Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Regular Box Style
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Rear Window Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window
Deep Tinted Glass
Fixed Interval Wipers
Galvanized Steel/Aluminum Panels
Grille w/Metal-Look Bar
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage
Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
Streaming Audio
Integrated Roof Antenna
2 LCD Monitors In The Front
Driver Seat
Passenger Seat
Full Folding Bench Front Facing Fold Forward Seatback Premium Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Pickup Cargo Box Lights
Smart Device Integration
FOB Controls -inc: Cargo Access
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
1 Seatback Storage Pocket
Rear Center Armrest
Securilock Anti-Theft Ignition (pats) Immobilizer
Perimeter Alarm

2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera



## PURCHASE ORDER

VENDOR NAME & ADDRESS:			SHIP TO NAME & ADDRESS:		
P.O. #	P.O. DATE	REQUISTIONER	SHIP VIA	F.O.B. POINT	TERMS
QTY	UNIT	DESCRIPTION	BARS #	UNIT PRICE	TOTAL
PURCHASE JUSTIFICATION				SHIPPING	
				SUBTOTAL	
				Tax (8.8%)	
APPROVING MANAGER				TOTAL	

Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.  
Please notify the Department Contact immediately if you are unable to ship as specified.

Please send a copy of your invoice attention of:

City of Shelton  
Public Works Department  
525 W. Cota Street  
Shelton, WA 98584



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E3)

Touch Date: 02/06/2024  
Brief Date: 02/20/2024  
Action Date: 03/05/2024

Department: Community and Economic Development  
Presented By: Jason Dose, Senior Planner

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Acceptance of "Meadows Edge"  
Final Plat

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

#### ATTACHMENTS:

-Site Location Map  
-Final Plat Maps (Draft/Unsigned)  
- HOA/Covenant Information for the  
"Meadows Edge" plat.

☐ Ordinance

☐ Resolution

☒ Motion

☐ Other

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

On April 6, 2023 the Mason County Hearings Examiner approved the Preliminary Plat for the "Meadows Edge" subdivision which authorized the establishment of 36 residential lots on the site (see attached site location map and Final Plat Maps).

In June of 2023, the Council approved Ordinance No. 2005-0523 which authorized the annexation of the 40-acre piece of property into city limits. Following annexation, the applicant/owner worked with City staff on development of Civil Improvement plans that are in compliance with City of Shelton requirements for new subdivisions regarding provision of water, sewer, streets, sidewalks, open space, storm drainage, etc. and the applicant is in the process of completing the improvements. The applicant has submitted a bond for all the required improvements in compliance with the City of Shelton Municipal Code, the City of Shelton Public Works Design and Construction Standards, and Washington State Law so that they can allow for recording of the plat and begin construction of homes while they complete the final phases of public improvements.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Chapter 19.20 of the Shelton Municipal Code (Final Plat, link [here](#)) codifies the procedures for filing/approval of a final plat with the City. The applicant has provided all required information/documentation and all conditions of approval have been met, including bonding of the required improvements. Attached you'll find copies of the unexecuted (unsigned) Final Plat maps as well as Draft Covenants, Conditions, Easements, and Restrictions for the plat as required by the City's code. All documents will be finalized (wet signed and notarized where appropriate) for the Council's March 5, 2024 meeting.

### BUDGET/FISCAL INFORMATION:

The applicant has paid applicable application fees to offset staff time in review of the final plat. Further, the applicant is responsible for payment of applicable recording fees with the Mason County Auditor when the final plat is recorded.

### PUBLIC INFORMATION REQUIREMENTS:

There are no noticing requirements for acceptance of a final plat as the process is administrative in nature and simply verifies that the conditions of approval have been complied with. Public comments were taken during the

public hearing for both the preliminary plat and the annexation of the property and reflected in the conditions of approval for the plat.

STAFF RECOMMENDATION/MOTION:




"I move to place the Final Plat for the Meadows Edge subdivision on the action agenda for the March 5, 2024 meeting for further consideration."

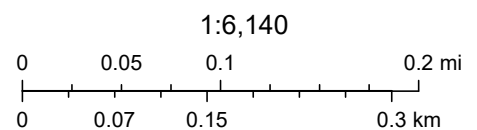


# Mason County WA GIS Web Map



5/22/2023, 4:31:42 PM

-  County Boundary
-  No Filled
-  Tax Parcels (Zoom in to 1:30,000)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

MEADOW'S EDGE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER  
SECTION 12, TOWNSHIP 20 NORTH, RANGE 4 WEST, WM  
MASON COUNTY, WASHINGTON

DESCRIPTION

THIS PLAT OF MEADOWS EDGE, WITHIN THE CITY OF SHELTON, MASON COUNTY, WASHINGTON, COVERS AND INCLUDES ALL OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THOMAS L. TOLLEN III, THE UNDERSIGNED, MANAGER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED AND MORTGAGES THEREOF HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER TRACT "F" TO THE CITY OF SHELTON, PUBLIC STORM DRAIN EASEMENTS SHOWN ON TRACT "B" AND TRACT "C", ALL STREETS, AVENUES, PLACES, AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE GRADING OF ALL THE STREETS, AVENUES, PLACES, SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2024.

THOMAS L. TOLLEN III, MANAGER

ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ )ss

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME PERSONALLY APPEARED THOMAS L. TOLLEN III, TO ME KNOWN TO BE THE AUTHORIZED SIGNATORY OF MTT DEV. LLC, A WASHINGTON LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT: \_\_\_\_\_

MY APPOINTMENT EXPIRES: \_\_\_\_\_

LEGAL DESCRIPTION

(PER AEGIS LAND TITLE GROUP COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 2023-51475-SH, DATED AUGUST 29, 2023)

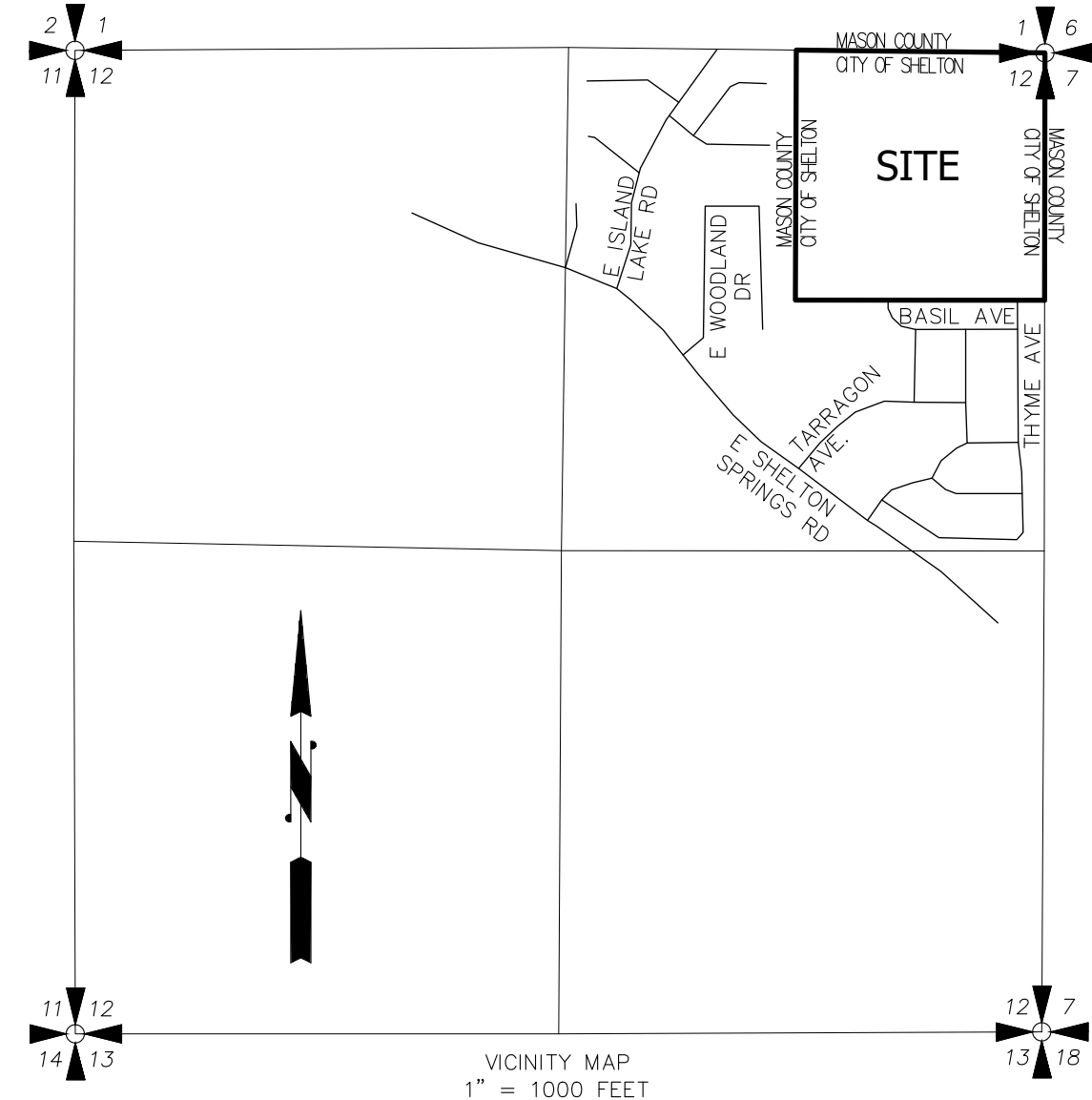
THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWELVE (12), TOWNSHIP TWENTY (20) NORTH, RANGE FOUR (4) WEST, W.M., MASON COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, "OVER, UNDER, ACROSS AND ALONG EXISTING ROADS", AS RESERVED IN INSTRUMENT RECORDED FEBRUARY 24, 1975, AUDITOR'S FILE NO. 297482.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MTT DEV LLC, IN MARCH 2022. I HEREBY CERTIFY THAT THIS MAP FOR MEADOW'S EDGE IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

*Christopher D. Plein* 2/7/2024  
CHRISTOPHER D. PLEIN, PLS  
CERTIFICATE NO. 46322



CITY ENGINEER

I HAVE EXAMINED AND APPROVED THE REQUIRED ENGINEERING ASPECTS OF THIS PLAT ON BEHALF OF THE CITY OF SHELTON.

CITY ENGINEER DATE

COMMUNITY AND ECONOMIC  
DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.  
FOR THE CITY OF SHELTON.

COMMUNITY AND ECONOMIC DIRECTOR, CITY OF SHELTON

MAYOR

EXAMINED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.  
FOR THE CITY OF SHELTON.

MAYOR, CITY OF SHELTON

HEALTH DEPARTMENT

EXAMINED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.  
FOR MASON COUNTY.

DIRECTOR, MASON COUNTY HEALTH DEPARTMENT

ASSESSOR

EXAMINED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.  
FOR MASON COUNTY.

ASSESSOR, MASON COUNTY

MASON COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

TREASURER, MASON COUNTY

DATE

MASON COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF CES INC., THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_ M. AND  
RECORDED IN VOLUME \_\_\_\_ OF PLATS, PAGE \_\_\_\_\_ RECORDS OF  
MASON COUNTY, WASHINGTON.

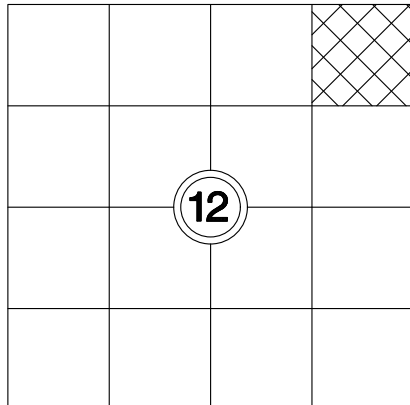
MASON COUNTY AUDITOR

ZONING

NEIGHBORHOOD RESIDENTIAL (NR)

PARCEL INFORMATION

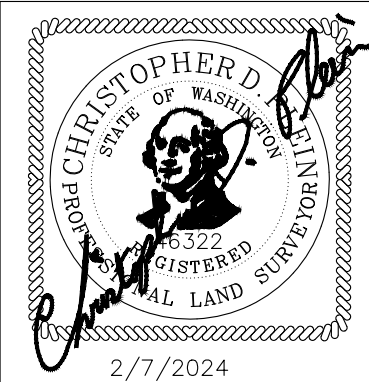
TPN. 420121100000  
XXXX VACANT LAND  
SHELTON, WA. 98584



INDEX: NE 1/4 OF THE NE 1/4,  
SEC. 12, TWP 20 N., R. 4 W., W.M.,  
MASON COUNTY, WASHINGTON.

SHEET INDEX

1. DECLARATION, ACKNOWLEDGEMENT, APPROVALS, CERTIFICATES, LEGAL DESCRIPTION
2. SECTION MAP, SPECIAL EXCEPTIONS, NOTES, EASEMENT PROVISIONS, LOT ADDRESSES
3. MAP
4. MAP
5. MAP



**C.E.S. NW INC.**

**CIVIL ENGINEERING & SURVEYING**  
429 29TH STREET, SUITE D BUS: (253) 848-4282  
PUYALLUP, WA 98372 ceservices@cesnwinc.com

JOB 21212

SHEET 1 OF 5



MEADOW'S EDGE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER  
SECTION 12, TOWNSHIP 20 NORTH, RANGE 4 WEST, WM  
MASON COUNTY, WASHINGTON

SPECIAL EXCEPTIONS

(PER AEGIS LAND TITLE GROUP COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 2023-51475-SH, DATED AUGUST 29, 2023).

- RESERVATIONS  
EXECUTED BY: RAYONIER INCORPORATED  
RECORDED: DECEMBER 23, 1952  
AUDITOR'S FILE NO.: 147927  
RESERVATIONS AS FOLLOWS: ALL MINERALS AND FOSSILS, INCLUDING COAL, NATURAL GAS AND OIL, WITH THE RIGHT TO ENTER UPON AND EXPLORE SAID LANDS OR ANY PART THEREOF AT ANY AND ALL TIMES, AND TO SINK SUCH WELLS AND DO SUCH WORK OF EXCAVATION UPON SAID LANDS AS SHALL BE REASONABLY NECESSARY FOR SUCH PURPOSES, ALSO TO MINE, PUMP, EXTRACT AND REMOVE SAME. REFER TO INSTRUMENT FOR A MORE PARTICULAR STATEMENT.
- MATTER(S) NOTED ON RECORD OF SURVEY AFFECTING THE SUBJECT PROPERTY.  
RECORDED: JUNE 2, 1995.  
VOLUME 20 OF SURVEYS, PAGE 27.  
AUDITOR'S FILE NO. 608556.
- NOT SURVEY RELATED.
- CLASSIFIED FOREST LAND.  
RECORDED: JUNE 5, 1985  
AUDITOR'S FILE NO. 440889  
CLASSIFIED AS "FOREST LAND" FOR TAX PURPOSES UNDER THE PROVISIONS OF CHAPTER 204, SECTION 28, LAWS OF 1984. SUBJECT TO APPLICABLE TAXES, PENALTIES AND INTEREST AS PROVIDED BY STATUTE UPON REMOVAL OF THIS SPECIAL TAX CLASSIFICATION. CONSULT MASON COUNTY ASSESSOR PRIOR TO ANY SALE TO DETERMINE THE EFFECTS OF SALE, REQUIREMENTS FOR CONTINUANCE OF CLASSIFICATION, AND OR COMPENSATING TAX DUE.
- NOT SURVEY RELATED.

EASEMENT PROVISIONS

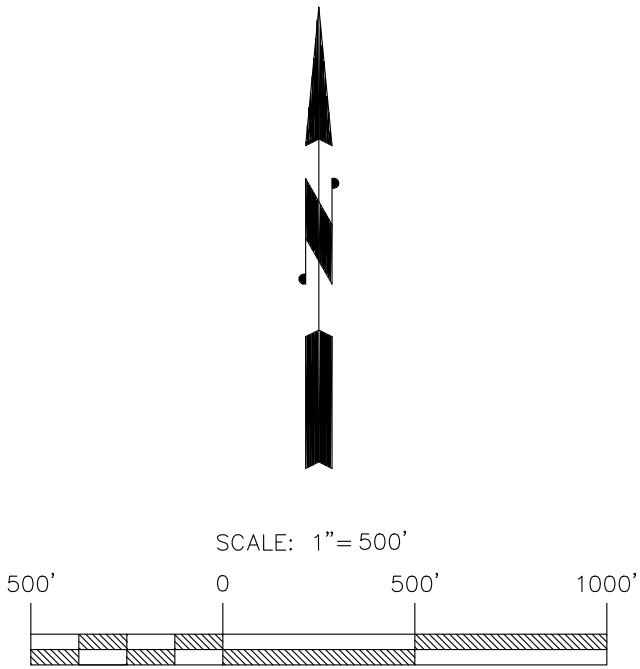
ALL LOTS SHALL BE SUBJECT TO AN EASEMENT FIVE FEET IN WIDTH AND PARALLEL AND ADJACENT TO ALL LOT LINES, EXCEPT THAT THIS EASEMENT SHALL BE TEN FEET IN WIDTH ALONG LOT LINES WHERE LOTS ARE NOT CONTIGUOUS FOR PURPOSES OF INSTALLATION AND MAINTENANCE OF ALL UTILITIES AND DRAINAGE AND ALL LOTS SHALL ALSO BE SUBJECT TO THE RIGHT OF OVERHEAD EASEMENTS OF ELECTRIC AND TELEPHONE WIRES OVER PORTIONS OF LOTS WHERE ROADWAY CURVATURE CAUSES THE SAME TO OCCUR.

TRACT NOTES

- TRACT A IS A WETLAND AND BUFFER TRACT, ALL LOTS SHALL HAVE A 1/36 UNDIVIDED INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACT A.
- TRACT B IS A PARK AND OPEN SPACE TRACT, ALL LOTS SHALL HAVE A 1/36 UNDIVIDED INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACT B.
- TRACT C IS A PARK AND OPEN SPACE TRACT, ALL LOTS SHALL HAVE A 1/36 UNDIVIDED INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACT C.
- TRACT D IS A OPEN SPACE TRACT, ALL LOTS SHALL HAVE A 1/36 UNDIVIDED INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACT D.
- TRACT E IS A OPEN SPACE TRACT, ALL LOTS SHALL HAVE A 1/36 UNDIVIDED INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACT E.
- TRACT F IS HEREBY DEDICATED TO THE CITY OF SHELTON UPON THE RECORDING OF THIS PLAT.

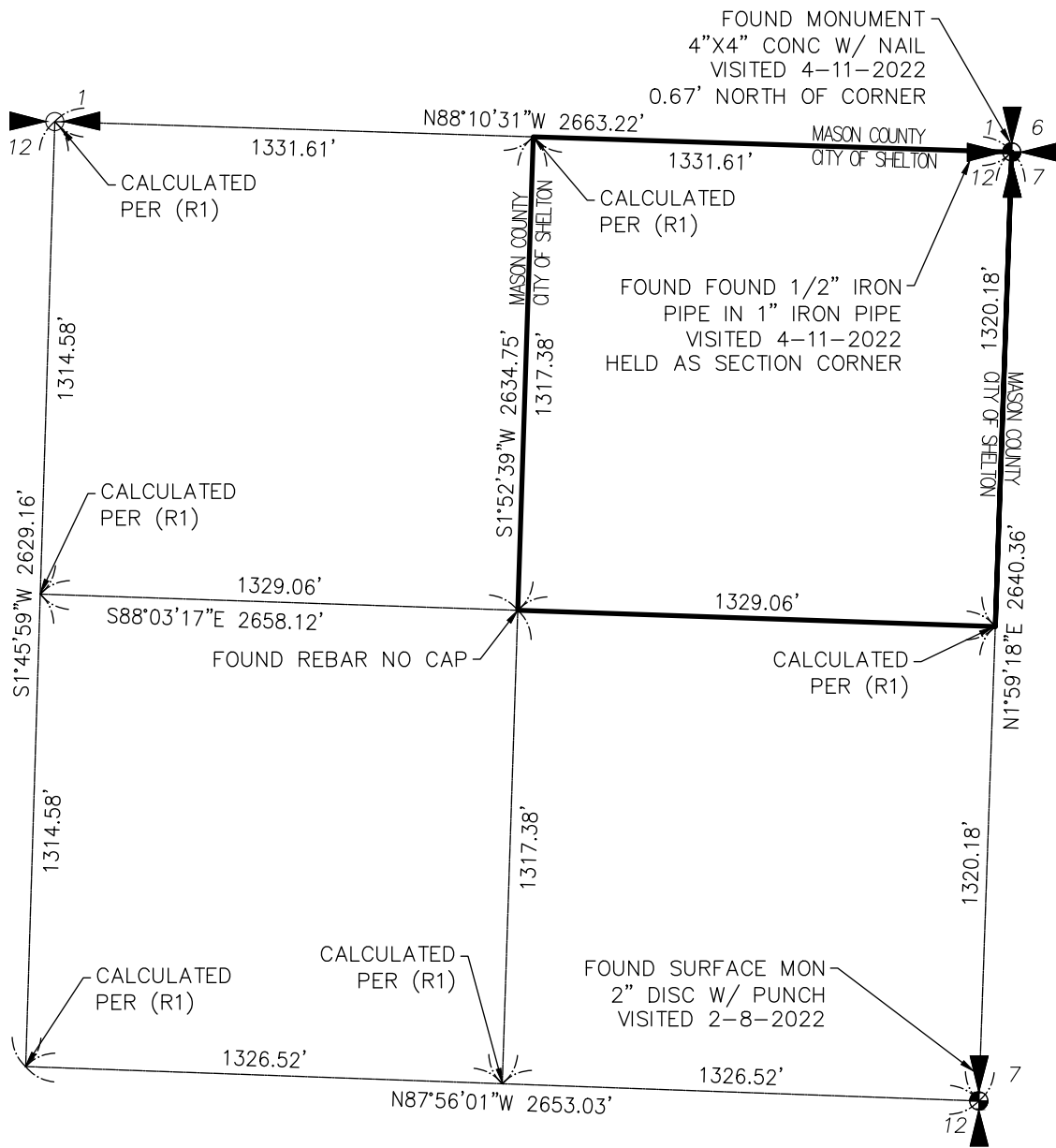
GENERAL NOTES

- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER THIS CHAPTER IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH THIS CHAPTER OR CHAPTER 19.28.
- AVIGATION NOTICE: THIS PLAT IS LOCATED IN THE SANDERSON FIELD FLIGHT PATH AND IS SUBJECT TO THE IMPACTS OF ALL AIRPORT AVIGATION ACTIVITIES INCLUDING, BUT NOT LIMITED TO, REGULAR AND/OR INTERMITTENT NOISE, SHADOWING, VIBRATIONS, DUST OR OTHER PARTICULATE MATTER, FUEL PARTICLES (WHICH ARE INCIDENTAL TO THE NORMAL OPERATION OF SAID AIRCRAFT), AND TELECOMMUNICATIONS INTERFERENCE 1 LOT IS LOCATED IN THE OUTER SAFETY ZONE (ZONE 4) OF MASON COUNTY AIRPORT OVERLAY ORDINANCE AND MAY BE SUBJECT TO INCREASED RISK OF AIRCRAFT ACCIDENTS.



LEGEND

FOUND MON AS NOTED



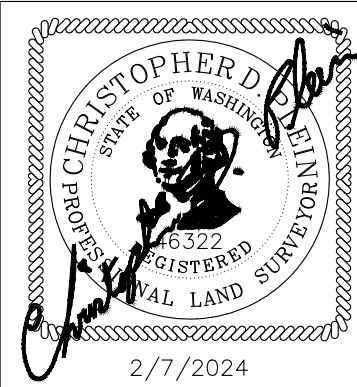
LOT ADDRESSES	
LOT #	ADDRESS
1	102 BASIL AVENUE
2	98 BASIL AVENUE
3	94 BASIL AVENUE
4	90 BASIL AVENUE
5	86 BASIL AVENUE
6	82 BASIL AVENUE
7	78 BASIL AVENUE
8	74 BASIL AVENUE
9	70 BASIL AVENUE
10	66 BASIL AVENUE
11	62 BASIL AVENUE
12	58 BASIL AVENUE
13	54 BASIL AVENUE
14	50 BASIL AVENUE
15	46 BASIL AVENUE
16	42 BASIL AVENUE
17	38 BASIL AVENUE
18	34 BASIL AVENUE
19	30 BASIL AVENUE
20	26 BASIL AVENUE
21	22 BASIL AVENUE
22	18 BASIL AVENUE
23	14 BASIL AVENUE
24	10 BASIL AVENUE
25	13 BASIL AVENUE
26	17 BASIL AVENUE
27	21 BASIL AVENUE
28	65 BASIL AVENUE
29	69 BASIL AVENUE
30	73 BASIL AVENUE
31	77 BASIL AVENUE
32	81 BASIL AVENUE
33	85 BASIL AVENUE
34	89 BASIL AVENUE
35	93 BASIL AVENUE
36	97 BASIL AVENUE
TRACT C	99 BASIL AVENUE

SURVEYOR'S NOTES

- HORIZONTAL DATUM  
NAD83-2011 (EPOCH 2010.00) WASHINGTON STATE PLANE, SOUTH ZONE (4602), PER THE WASHINGTON STATE REFERENCE NETWORK (WSRN). BEING THE MONUMENTED EAST LINE OF THE NORTHEAST QUARTER OF SEC. 12, TWN. 20 N., R. 4 W., WHICH BEARS N01°59'18"E.
- METHOD: FIELD TRAVERSE AND GPS OBSERVATIONS, IN MARCH, 2022.
- EQUIPMENT USED: GEOMAX ZOOM 90 TOTAL STATION AND CARLSON BRX6+ GPS. ALL MEASURING INSTRUMENTS UTILIZED DURING THE COURSE OF THIS SURVEY ARE MAINTAINED IN CONFORMANCE WITH MANUFACTURERS SPECIFICATIONS.
- THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT", CHAPTER 58.09 RCW AND 332-130 WAC.

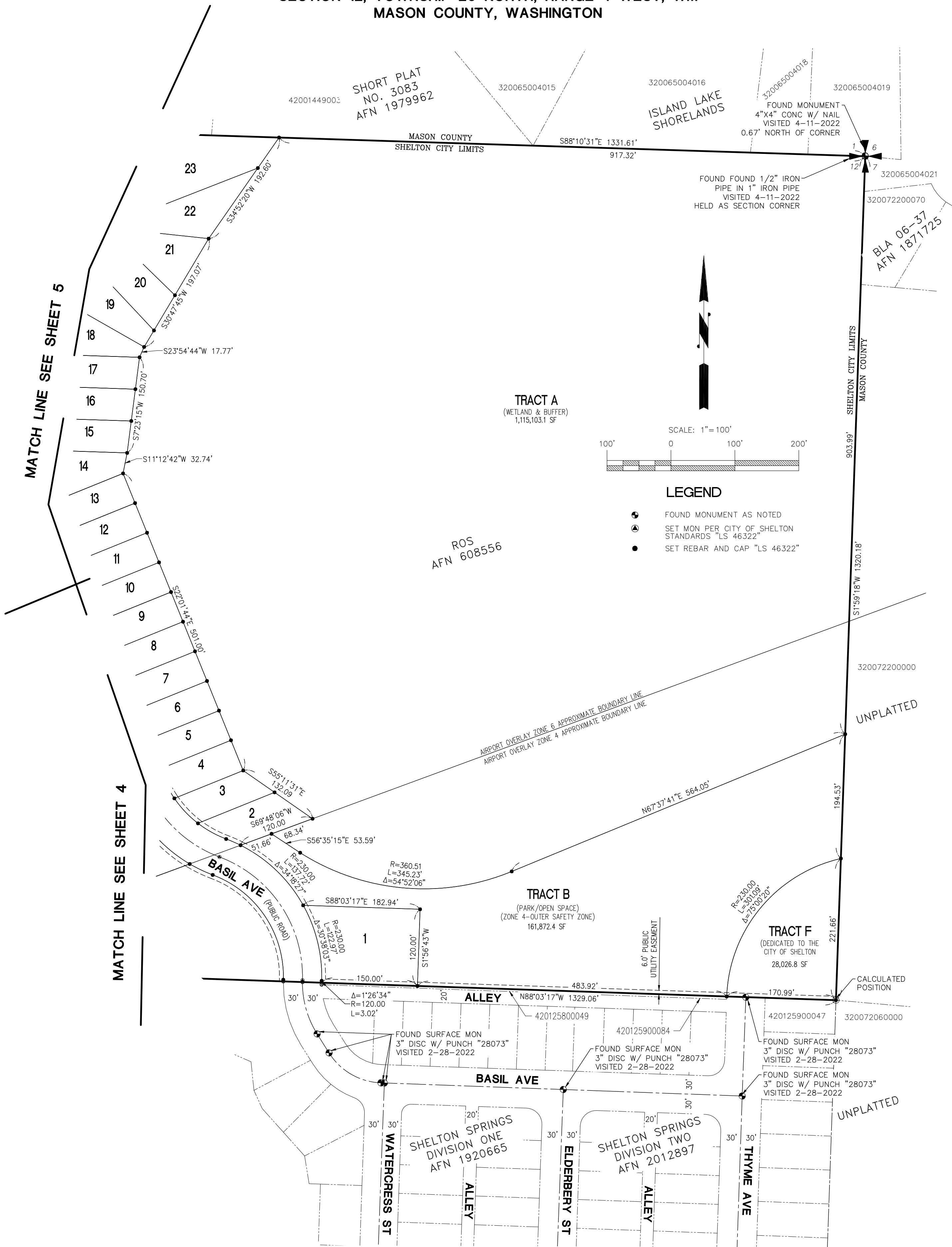
REFERENCES

- (R1) PLAT OF SHELTON SPRINGS DIVISION TWO, AFN. 2012897, RECORDS OF MASON COUNTY, WASHINGTON.
- (R2) RECORD OF SURVEY, AFN. 608556, RECORDS OF MASON COUNTY, WASHINGTON.
- (R3) PLAT OF SHELTON SPRINGS DIVISION ONE, AFN. 1920665, RECORDS OF MASON COUNTY, WASHINGTON.
- (R4) RECORD OF SURVEY, AFN. 1903099, RECORDS OF MASON COUNTY, WASHINGTON.
- (R5) PLAT OF CHERRY PARK, AFN. 269709, RECORDS OF MASON COUNTY, WASHINGTON.
- (R6) PLAT OF WOODLAND MANOR, AFN. 209499, RECORDS OF MASON COUNTY, WASHINGTON.
- (R7) SHORT SUBDIVISION NO. 3083, AFN. 1979962, RECORDS OF MASON COUNTY, WASHINGTON.

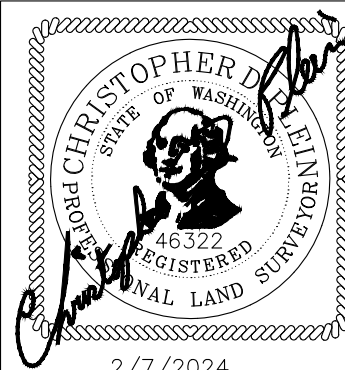


**C.E.S. NW INC.**  
**CIVIL ENGINEERING & SURVEYING**  
429 29TH STREET, SUITE D  
PUYALLUP, WA 98372  
Bus: (253) 848-4282  
ceservices@cesnwin.com

MEADOW'S EDGE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER  
SECTION 12, TOWNSHIP 20 NORTH, RANGE 4 WEST, WM  
MASON COUNTY, WASHINGTON

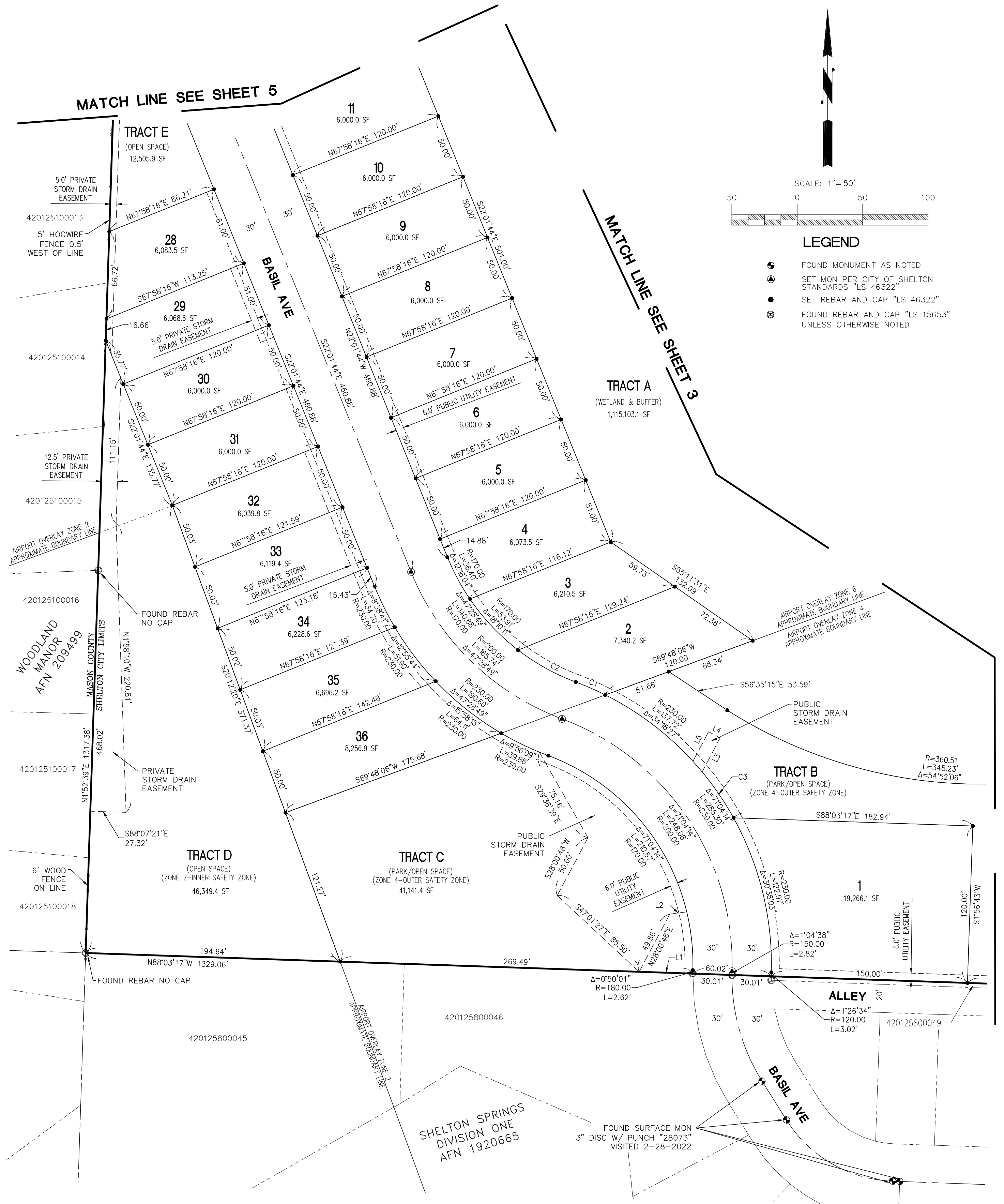


TRACT OWNERSHIP		
TRACT	PURPOSE	OWNER
TRACT A	WETLAND AND BUFFER	HOME OWNERS ASSOCIATION
TRACT B	PARK AND OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT C	PARK AND OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT D	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT E	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT F	RIGHT-OF-WAY	DEDICATED TO CITY OF SHELTON



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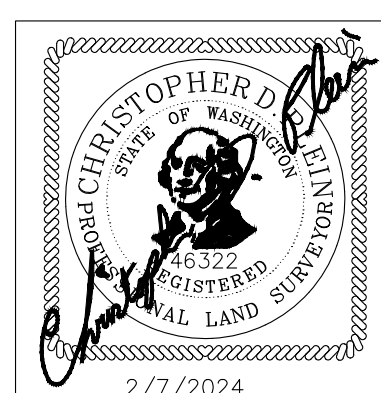
SCALE: 1"=50'

LEGEND

- FOUND MONUMENT AS NOTED
- SET MON PER CITY OF SHELTON STANDARDS "LS 46322"
- SET REBAR AND CAP "LS 46322"
- FOUND REBAR AND CAP "LS 15653" UNLESS OTHERWISE NOTED

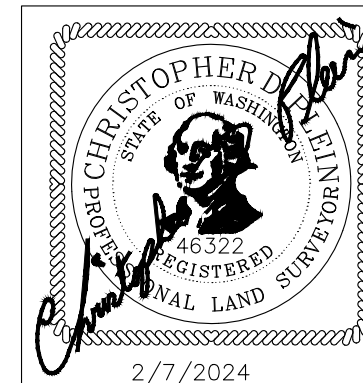
Line Table		
Line #	Length	Direction
L5	25.61'	S27°53'24"W
L4	10.00'	N62°06'36"W
L3	29.47'	N27°53'24"E
L2	13.04'	N82°12'54"E
L1	41.00'	N88°03'17"W

Curve Table			
Curve #	Length	Radius	Delta
C1	24.60	230.00	6°07'45"
C2	50.57	170.00	17°02'34"
C3	42.54	229.99	10°35'52"



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NORTHEAST QUARTER OF THE NORTHEAST QUARTER  
SECTION 12, TOWNSHIP 20 NORTH, RANGE 4 WEST, WM  
MASON COUNTY, WASHINGTON



**JOB 21212      SHEET 5 OF 5**

*When Recorded, Return to:*

J & M Management  
17404 Meridian E  
Suite F PMB 171  
Puyallup, Washington 98375

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS, AND RESTRICTIONS FOR  
(Meadows Edge), a Plat Community**

Grantor: MTT Dev, LLC

Grantee: (Meadows Edge)

Legal Description (abbrev.):

Full Description: On Exhibit A

Assessor's Tax Parcel No(s): **42012-11-00000**

Reference No(s). of Documents Releases or Assigned: None

Related Documents: \_\_\_\_\_  
(Meadows Edge)

# **DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR (Meadows Edge), a Plat Community**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR (Meadows Edge) (this "**Declaration**"), is made by (MTT Dev LLC), a Washington corporation ("**Declarant**"). The Declaration and the plat referenced in the attached Exhibit "B" (the "**Map**") create a common interest community (the "**Plat Community**") governed by the Washington Uniform Common Interest Ownership Act, as amended, Chapter 64.90 RCW (the "**Act**"). Attached Exhibit "B" shows any additional information required for the Map by RCW 64.90.245 as permitted by RCW 64.90.245(14), and references to the Map shall mean the plat as supplemented by Exhibit "B". The real property initially included in the Plat Community is described in Paragraph 1 of attached Exhibit "A". Declarant has reserved the right to expand the Plat Community to include additional real property described in Paragraph 6 of attached Exhibit "A". The Act governs the administration of this Plat Community. Terms used and not defined in this Declaration are defined in the Act.

## **Article I            Creation of the Community**

1.1.        Purpose and Intent. Declarant intends by Recording this Declaration to create a general plan of development for the Plat Community identified in the title to this Declaration. The Association shall administer and enforce this Declaration and the other Governing Documents in a manner consistent with the Act.

1.2.        Binding Effect. The Plat Community and any property which is made a part of the Plat Community in the future by Recording one or more Supplemental Declarations or amendments to this Declaration shall be owned, conveyed, and used subject to all of the provisions of this Declaration and the other Governing Documents, which shall run with the title to all Units, Limited Common Elements and Common Elements located in the Plat Community. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Plat Community, their heirs, successors, successors-in-title, and assigns. This Declaration and the other Governing Documents shall be enforceable by Declarant, the Association, any Unit Owner, and their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, the invalid provision shall be severed from the remainder and shall not affect the validity of the other provisions or applications.

1.3.        Units in the Plat Community and Units in the Plat. This Declaration binds the real property described in Paragraph 1 of Exhibit "A" which is comprised of all Units and Tracts created by the Plat. If Paragraph 3 of Exhibit "A" indicates that Units will be added to the Plat Community in phases, then this Declaration creates a common interest community and a plat community governed by the Act only with regard to those Units in Phase 1 that are identified in Paragraph 3 of Exhibit "A". This Declaration establishes Phase 1 of the Plat Community which is comprised of those Units described in Paragraph 3 of Exhibit "A", each of which is a Unit.

1.4.        Units in Subsequent Phases. If Paragraph 3 of Exhibit "A" indicates that Units will be added to the Plat Community in phases, then Declarant reserves the right in Section 1.5 hereof to create in one or more subsequent phases the number of additional Units indicated for such subsequent phases in Paragraph 3 of Exhibit "A". If Declarant adds all Units in all phases, then each Lot in the Plat Community will be a Unit in the Plat Community. The Units to be created in subsequent phases shall not be considered to be Units in the Plat Community unless and until Declarant: (i) completes the construction of homes



within those Units; and (ii) records an amendment to this Declaration adding those Units to the Plat Community. Each amendment to this Declaration adding Units to the Plat Community will reallocate the Allocated Interests in accordance with the formula stated in Paragraph 8 of Exhibit "A" hereof (an equal fractional interest among all Units in the Plat Community). Notwithstanding the foregoing, any Units that have not been added to the Community as Units by the date which is ten (10) years after the date this Declaration is recorded shall become Units in the Plat Community as of such date.

1.5. Phased Development.

(a) Phases. If Paragraph 3 of Exhibit "A" indicates that Units will be added to the Plat Community in phases, then Declarant reserves the right to develop the Plat Community in multiple phases as provided in this Section. Improvements intended for all phases shall be constructed on the land described in Paragraph 1 of attached Exhibit "A" and on that land that may be added to the Plat Community which is described in Paragraph 6 of attached Exhibit "A." The land upon which improvements will be constructed for Units to be added in subsequent phases is shown on the Map (which may be supplemented on attached Exhibit "B") and is labelled "SUBJECT TO DEVELOPMENT RIGHTS TO ADD UNITS THAT WILL RESULT IN A REALLOCATION OF ALLOCATED INTERESTS." This Declaration, the Plat, and the Map describe the boundaries of all Units for all phases (the boundaries of a Unit are the same as the boundaries of the applicable Lot). Improvements for Units added in subsequent phases shall be consistent with the improvements for the first phase in structure type and quality of construction. Units in the first phase shall become a part of the Plat Community upon the recording of this Declaration. Units included in the first phase of the Plat Community upon the recording of this Declaration are located on that portion of the land described as "**Phase 1**" on the Map and the designations for those Units are stated in Paragraph 3 of attached Exhibit "A".

(b) Adding Units. Units within a subsequent phase shall become part of the Plat Community when Declarant records an amendment to this Declaration and, if necessary to show the matters required by the Act for the subsequent phase, a revised Map which may be attached to such Declaration amendment as permitted by RCW 64.90.245(14). The amendment shall assign a designation to each new Unit created and reallocate the Allocated Interests among all Units in accordance with the formula stated in Paragraph 8 of attached Exhibit "A". Any amendment to this Declaration or the Map adding Units for a subsequent phase may be executed by Declarant alone. Declarant shall be the initial Owner of all Units created in Phase 1 and each subsequent phase. All improvements intended for the subsequent phases will be substantially completed prior to recording the amendment to this Declaration and the Map (if required) for the subsequent phase.

(c) New Budget. Upon the addition of Units within a subsequent phase, the Board shall establish a new budget suitable to the expanded Plat Community, if necessary, and shall thereafter impose monthly assessments based on that revised budget.

(d) Reserved Easements for Development of Phases. If Paragraph 3 of Exhibit "A" indicates that Units will be added to the Plat Community in phases, then Declarant reserves a non-exclusive easement over, under and across all Units for ingress, egress, construction of improvements for subsequent phases, and installation of utilities. The purpose of these reserved easements shall be to permit Declarant to perform all acts necessary to complete the construction of improvements for additional phases to be added to the Plat Community and shall be construed broadly to effectuate this purpose. Declarant shall be solely responsible for the cost of constructing the improvements for subsequent phases, including the cost of installing roads and utilities, and utility connection charges. Declarant shall be permitted to maintain construction and sales facilities and signs for the sale or rental of Units until

Declarant has completed all improvements for all Units that may be added to the Plat Community and has closed the sale of all homes therein.

(e) Reallocation of Interests. Declarant shall recalculate the Allocated Interests whenever the exercise of a Development Right or Special Declarant Right results in an increase or decrease in the total number of Units. Declarant shall state the reallocations in an amendment to this Declaration signed by Declarant alone. Declarant shall use the formula stated in Paragraph 8 of attached Exhibit "A" to calculate those reallocations.

## **Article II Additional Definitions**

The terms used in this Declaration and the other Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified in RCW 64.90.010. Additional definitions specific to this Declaration are capitalized and defined as set forth below.

2.1. "Bond": Any insurance, pledge of property or other undertaking by Declarant or Dealer transferred to a third party as security for the performance of a task subject to approval by the Local Jurisdiction, which upon completion of the Declarant's or Dealer's performance is refundable to the Person who provided the security.

2.2. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Plat Community. Such standard shall be established initially by Declarant and may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and demands of the Plat Community change.

2.3. "Local Jurisdiction": Any governmental authority having jurisdiction over the Plat Community for a matter described in this Declaration. A Local Jurisdiction may include, without limitation, the State of Washington, a county, a city, or a local sewer or water district or other governmental entity assigned authority by law to regulate activities in the Plat Community. A Local Jurisdiction may refer to different governmental authorities, depending upon which governmental authority is assigned responsibility to regulate activities described in this Declaration.

2.4. "Permits": Collectively, the permits, land use restrictions and conditions of Plat approval, as determined, approved and issued by the Local Jurisdiction related to the development and construction of improvements located at the Plat Community, as such may be amended or modified from time to time.

2.5. "PIC": The Property Improvement Committee, as described in Article IV, Section 4.2.

2.6 "Protected Trees": The trees (also referred to in some jurisdictions as street trees) that are required to be planted, located and maintained in the Plat Community pursuant to notes on the face of the Plat, the Permits, or described by this Declaration, if tree protection is required by the Local Jurisdiction. A pre-existing tree or a tree planted by Declarant on a Unit, Limited Common Element or a Common Element at the time the Unit is purchased by a Unit Owner is considered a Protected Tree. Protected Trees that are located within Common Elements are owned by the Association. Any tree located within twenty (20) feet of a public right of way (whether such right of way is located within or outside the Plat Community) shall be presumed to be a Protected Tree unless the Association, Declarant or the Local Jurisdiction confirms otherwise in writing to the Unit Owner.

2.7 "Recording" and "Recorded": To file or to have filed of record in the public real estate records of the county in which the Plat Community is located, or such other place which is designated as

the official location for recording deeds and similar documents affecting title to Real Estate. The date of Recording shall refer to that time at which a document, map, or plat is Recorded.

2.8. "Residential Design Guidelines": The architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV, as they may be amended, which establish architectural standards and guidelines for improvements and modifications to Units.

2.9. "Specific Assessments": Assessments permitted by RCW 64.90.480(4), to be made only upon certain Units and Unit Owners.

2.10. "Supplemental Declaration": An instrument Recorded which subjects additional Real Estate to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.11. "Use Restrictions": The Initial Use Restrictions set forth in Article III as they may be supplemented, modified, and repealed, which govern the use of property, activities and conduct within the Plat Community.

### **Article III      Use and Conduct**

#### **3.1.      Authority to Enact Use Restrictions.**

(a) Subject to the provisions of RCW 64.90.510, the Permits, the Governing Documents, and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Unit Owners, the Board may adopt, modify, cancel, limit, create exceptions to, or expand the Use Restrictions. The Board shall give Notice concerning any such proposed action at least fourteen (14) days prior to the Board meeting at which such action is to be considered. Unit Owners shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective unless disapproved at a meeting by Unit Owners. The Board shall have no obligation to call a meeting of the Unit Owners to consider disapproval except upon receipt of a petition as required for special meetings in RCW 64.90.445(1)(b). Upon receipt of such petition prior to the effective date of any Board action, the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting. Alternatively, Unit Owners may vote at a special meeting to adopt Use Restrictions which modify, cancel, limit, create exceptions to, or expand the Use Restrictions then in effect.

Prior to any action taken under this Section 3.1(a) becoming effective, the Board shall provide notice (containing a copy of the new Use Restriction or explanation of any changes to the Use Restrictions) to each Unit Owner. The effective date shall be at least thirty (30) days following distribution to the Unit Owners. The Association shall provide, without cost, a copy of the Use Restrictions then in effect to any requesting Unit Owner or holder of a Security Interest. Nothing in this Article shall authorize the Board or the Unit Owners to modify, repeal, or expand the Residential Design Guidelines or other provisions of this Declaration. In the event of a conflict between the Residential Design Guidelines and the Use Restrictions, the Residential Design Guidelines shall control.

(b) The procedures required under this Section shall not apply to the enactment and enforcement of Rules (including with respect to, by way of example and not limitation, administrative issues, regulations governing the use of the Common Elements, etc.) unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative Rules not governed by this

Section shall include, but not be limited to, hours of operation of a recreational facility, use of private trails, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of the Rules.

3.2. Unit Owners' Acknowledgment and Notice to Purchasers. All Unit Owners are given notice by this Section that use of their Units and the Common Area is limited by the Use Restrictions as they may be amended, expanded, and otherwise modified hereunder. Each Unit Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Unit can be affected by this provision and that the Use Restrictions may change from time to time. All Purchasers of Units are on notice that changes may have been adopted by the Association. Copies of the current Use Restrictions may be obtained from the Association.

3.3. Protection of Unit Owners and Others. Except as may be contained in this Declaration either initially or by amendment or in the initial Use Restrictions, all Use Restrictions shall comply with RCW 64.90.510 and the following:

(a) Similar Treatment. Similarly situated Unit Owners shall be treated similarly.

(b) Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Units of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that such shall be consistent with federal, state and the Local Jurisdiction's laws. The Association may adopt as Rules time, place, and manner restrictions with respect to any displays (including, without limitation, those outside of a dwelling) visible from outside the dwelling. No Use Restrictions shall regulate the content of political signs; provided, however, Rules may regulate the time, place, and manner of posting such signs (including, without limitation, design criteria).

(c) Household Composition. No Use Restriction shall interfere with the freedom of Unit Owners to determine the composition of their households, except that the Association shall have the power to (i) require that all occupants be members of a single housekeeping unit, (ii) limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit, (iii) limit fair use of the Common Area, (iv) limit or prohibit the occupancy of Units by persons who have been convicted of a crime for which continued supervision after conviction is imposed upon the proposed occupant, and (v) limit or prohibit the occupancy of Units on the basis of compelling compliance with applicable law.

(d) Activities Within Dwellings. No Use Restriction shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, it may regulate rental of Units, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, that create an unreasonable source of annoyance, or that involve illegal conduct.

(e) Household Occupations. No Use Restriction may interfere with the rights of a Unit Owner or occupant residing in a Unit to conduct business activities within the Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity is consistent with the residential character of the Plat Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Plat Community, as may be determined in the Board's sole discretion; (iii) any goods,

materials or supplies used in connection with any trade, service or business, wherever the same may conducted, be kept or stored inside any building on any Unit and that they not be visible from the exterior of the buildings located at the Unit; and (iv) the use is as otherwise allowed by the Permits and applicable law. Nothing in this Section shall permit (A) the use of a Unit for a purpose which violates law, regulations, Rules or applicable zoning codes, or (B) activities that cause a significant increase in neighborhood traffic, or (C) modification of the exterior of the Unit. The Board may, from time to time, promulgate Rules restricting activities pursuant to the authority granted to the Association under RCW 64.90.510, this Declaration, and the other Governing Documents.

(f) Allocation of Burdens and Benefits. No Use Restriction shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Unit Owner over that Unit Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable Rules for use of Common Area, or from denying use privileges to those who abuse the Common Area or violate the Governing Documents.

(g) Abridging Existing Rights. No Use Restriction shall require a Unit Owner to dispose of personal property that was in or on a Unit prior to the adoption of such Use Restriction and which was in compliance with all Use Restrictions previously in force. This dispensation shall apply only for the duration of such Unit Owner's ownership of such personal property, and this right shall not run with title to any Unit.

(h) Care of Protected Trees. The Unit Owners and the Association are prohibited from (i) voting to abandon or ceasing the maintenance of the Protected Trees, or (ii) removing or altering (other than appropriate pruning) the Protected Trees without permission of Declarant, until any maintenance Bond related to Protected Trees is released and fully exonerated, without charge or reduction, or upon the Bonds' forfeiture. Thereafter, the restrictions related to Protected Trees preservation shall be determined by the Local Jurisdiction.

(i) Reasonable Rights To Develop. No Use Restriction, Rule or action by the Association or Board shall unreasonably impede Declarant's right to develop the Plat Community.

3.4 Initial Use Restrictions. The following initial Use Restrictions shall apply to the Plat Community until such time as they are amended, modified, repealed, or limited by the Association.

(a) General. The Units, Common Elements and Limited Common Elements shall be used only for Residential Purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for Declarant, Dealers, or the Association consistent with this Declaration and any Supplemental Declaration).

(b) Temporary Structures Prohibited. No basement, tent, shack, garage, barn or other outbuilding or buildings or any structure of a temporary or moveable character erected or placed within the Plat Community shall at any time be used as living quarters except as specifically authorized by the PIC.

(c) Nuisances. No noxious or undesirable thing, activity or use of any Unit in the Plat Community shall be permitted or maintained. If the PIC shall determine that a thing or use of any Unit or any part of the Plat Community is undesirable or noxious, such determination shall be conclusive. The PIC may recommend and the Board may direct that steps be taken as is reasonably necessary including, without limitation, the institution of legal action or the imposition of fines to abate any activity, remove

anything or terminate any use of property which is determined by the PIC or described in this Declaration to constitute a nuisance.

(d) Limitation on Animals. No animal, livestock or poultry of any kind shall be raised, bred or kept on or within any Unit, except cats, dogs, birds or fish may be kept if they are not kept, bred or maintained for any commercial purpose, and they shall not be kept in numbers or under conditions reasonably objectionable in a closely built up residential community. Animals shall not be allowed to roam loose outside the limits of any Unit on or within which they are kept; provided, however, the Board in its discretion may designate certain tracts as off-leash dog areas, subject to reasonable Rules, so long as (i) the dog(s) are under voice command; (ii) the dog(s) are non-aggressive; and (iii) all solid waste is removed by the Unit Owner utilizing the Common Elements for such purposes. Any dogs must be kept so as to minimize excessive noise from barking or otherwise shall be considered a nuisance according to the terms of this Declaration. Each Unit Owner shall be responsible for cleaning up after his or her animal for any waste or damage to any area outside of the Owner's Unit.

(e) Limitation on Signs. The Association may regulate or prohibit all signs on the Common Elements, Limited Common Elements and Units, to the fullest extent allowed by applicable law and Section 3.3(b). The Association may establish guidelines or restrictions including, without limitation, duration, location and appearance of signs.

(f) Completion of Construction Projects. The work of construction of all buildings and structures shall be pursued diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including, without limitation, finish painting, within one year of the date of commencement of construction, except such construction as is performed by Declarant, which shall be exempt from the limitations contained in this Section. Front yard landscaping must be completed within ninety (90) days of occupation of a Unit, and rear yard landscaping must be completed within one hundred eighty (180) days of occupation of a Unit. Except with the approval of the PIC, no person shall reside on the premises of any Unit until such time as the improvements to be erected on the Unit in accordance with the plans and specifications approved by the PIC have been completed.

(g) Unightly Conditions. No unsightly conditions shall be permitted to exist on or within any Unit. Unsightly conditions shall include, without limitation, laundry hanging or exposed in view for drying, litter, trash, junk or other debris; inappropriate, broken or damaged furniture or plants; and non-decorative gear, equipment, cans, bottles, ladders and other such items. No awnings, air conditioning units, heat pumps or other projections shall be placed on the exterior walls of any Unit unless prior written approval shall have been obtained from the PIC. Garbage containers and recycle bins are to be stored so as not to be seen from the street, except on pick-up days. Unit Owners should insure garbage containers are secure from overflowing or spills and to keep litter and debris picked up around their Unit at all times.

(h) Antennas, Satellite Reception. Satellite dishes of no more than one meter in diameter or diagonal measurement are permitted on a Unit without PIC approval. All over-the-air reception devices shall comply with the Residential Design Guidelines or other applicable Rules adopted by the Association pertaining to the means, method and location of antennas and satellite dishes. PIC approval will be consistent with FCC regulations.

(i) Roofs. Roofs on all buildings must be finished with materials approved for use by the PIC. More than one type of material may be approved.

(j) Fences, Walls. In order to preserve the aesthetics of the Plat Community, no fence, wall or hedge shall be erected or placed on any Unit unless prior written approval has been obtained from the PIC. The design and color of any fence, whether visible to the other Units or not, shall be constructed and finished according to the standard fence detail, as such detail is initially designated by the PIC. If a standard fence detail is attached to this Declaration, such fence detail and any required color for a fence may be modified by the PIC.

(k) Residential Purposes Only. Except for Declarant's or a Dealer's temporary sales, construction offices and model homes, no Unit shall be used for other than one detached single-family residential dwelling, with driveway parking used for not more than three cars.

(l) Underground Utilities Required. Except for any facilities or equipment provided by Declarant or any utility, all electrical service, telephone lines and other outdoor utility lines shall be placed underground.

(m) Drainage Waters. Following original grading of the roads and ways of the Plat Community, no drainage waters shall be diverted or blocked from their natural course so as to discharge upon any public or private road serving as a right-of-way. A Unit Owner, prior to making any alteration in the natural drainage or a constructed drainage system, must make application to and receive approval from the PIC or, if required by law, the Local Jurisdiction. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any Unit as may be undertaken by or for the Unit Owner shall be done by and at the expense of such Owner.

(n) NBA Restrictions and Maintenance. All areas designated on the Map as native growth protection area, sensitive area, critical area, buffer, natural buffer area, wetland or wetland buffer, if any (collectively, "**NBA**") shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur within these areas, except the activities approved by the Local Jurisdiction. The Association shall be responsible for operating, maintaining and restoring the condition of the NBA in the event any unauthorized disturbance occurs; provided, however, in the event that such disturbance is determined to be the fault of a party, the Association may pursue a claim for reimbursement of damages to the NBA from the party disturbing the area. The Association shall be guided in its maintenance of the NBA by the provisions contained in the ordinances of the Local Jurisdiction.

(o) Timeshares. No operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, is permitted.

(p) Conversion of Garages. Conversion of any garage, attic, or other unfinished space, other than a basement, to finished space for use as an apartment or other integral part of the living area on any Unit is prohibited.

(q) Irrigation Systems. No sprinkler or irrigation systems or wells of any type may draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Plat Community, except that Declarant shall have the exclusive right to draw water from such sources and to reduce the level of such bodies of water if and to the extent allowed by the Permits.

(r) Burning. No open-air burning or use of wood stoves is permitted except in compliance with Local Jurisdiction ordinances; provided, however, outdoor cooking facilities, such as barbeques, are permissible subject to Rules and Local Jurisdiction ordinances.

(s) Limitation on Storage of Vehicles – Temporary Permits for RVs. Except as hereinafter expressly provided, the Units, Common Elements and/or streets located in the Plat Community shall not be used for the storage and/or overnight parking of any vehicle other than private family automobiles, trucks, motorcycles and commercial vehicles operated by a person residing at the Unit (provided that such commercial vehicles contain a single rear axle). Vehicles shall not be parked on a driveway or street in lieu of being parked in an available space in a garage, except as otherwise provided by Rules established by the Board. Boats, boat trailers, house trailers, campers, trucks, trucks with a camper, or other recreational vehicles or similar object may not be stored and/or parked overnight in any part of the Plat Community, except as specified herein, or as may be permitted by Rules established by the Board. No inoperable vehicles of any kind shall be parked, stored, maintained, or constructed on any Unit or street unless stored in a garage. Notwithstanding the foregoing, Unit Owners who have guests visiting them intending to stay in a camper, trailer, or other form of recreational vehicle may secure written permission from the PIC for guests to park on the driveway of a Unit for a period of up to seventy-two (72) hours, and not to exceed two (2) weeks in any calendar year. The privilege shall only exist, however, after the written permission has been obtained from the PIC. A Unit Owner that stores a recreation vehicle off-site may park the vehicle on the driveway of a Unit for forty-eight (48) hours for the purpose of preparing for departure or upon return, to facilitate preparation and return from travel.

(t) Changing Unit Contours. The surface grade or elevation of the various Units shall not be substantially altered or changed in any manner which would affect the relationship of such Unit with other Units, or which would result in materially obstructing the view from any other Unit, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Unit is located. Whether or not such alteration or change in the elevation or grade of any Unit would be prohibited shall be determined by Declarant during the period of Declarant control in its sole, subjective discretion.

(u) Garbage Disposal. The Unit Owner shall ensure that no garbage can or other receptacle will be visible from any place outside the residence except immediately prior to until immediately after collection day.

(v) Prohibited Materials. In order to protect the environment, sensitive areas and water quality precautions must be taken with the storm drainage system on site. The following materials shall not be allowed to enter any surface or subsurface part of the public and/or private drainage system: (i) Petroleum products including, but not limited to, oil, gasoline, grease, fuel oil and heating oil; (ii) Trash and/or debris; (iii) Animal waste; (iv) Chemicals and/or paint; (v) Steam cleaning waste; (vi) Materials from washing uncured concrete or for cleaning and/or finishing purposes or to expose aggregate; (vii) Laundry wastes or other soaps; (viii) Pesticides, herbicides, or fertilizers; (ix) Sewerage; (x) Heated water; (xi) Chlorinated water or chlorine; (xii) Degreasers and/or solvents; (xiii) Bark or other fibrous material; (xiv) Antifreeze and/or other automotive products; (xv) Lawn clippings, leaves or branches; (xvi) Animal carcasses; (xvii) Silt; (xviii) Acids or alkalis; (xix) Recreation vehicle wastes; (xx) Dyes, unless prior permission has been granted by the Local Jurisdiction; or (xxi) Construction materials.

Any Unit Owner found to not be in compliance with the use, handling or storage of these items shall immediately remove and remedy the matter, upon written notice of the Association or the Local Jurisdiction.

#### **Article IV      Architecture and Landscaping**

4.1. General. No structure or thing shall be placed, erected, or installed upon any Unit within the Plat Community and no improvements or other work (including, without limitation, staking, clearing,



excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Plat Community, except in compliance with this Article and the Residential Design Guidelines adopted pursuant to this Declaration.

No approval of the PIC shall be required to repaint the exterior of a structure, if in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Any Unit Owner may remodel, paint, or redecorate the interior of his or her Unit without approval, provided that the work performed complies with all laws; provided, however, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structure and modifications to enclose garages as living space shall be subject to approval. All dwellings constructed on any portion of the Plat Community shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer unless otherwise approved by Declarant or Declarant's designee, in its sole discretion.

#### 4.2. Design Review.

(a) By Declarant. Declarant reserves as a Special Declarant Right the right to control all construction, design review, and aesthetic standards and the process for approving the same for as long as Declarant owns any Unit in the Plat Community or any land that may be added to the Plat Community. Each Unit Owner, by accepting a deed or other instrument conveying any interest in any Unit, acknowledges that Declarant has a substantial interest in ensuring that the improvements within the Plat Community enhance Declarant's reputation as a community developer or builder and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Unit Owner agrees that no activity within the scope of this Article ("**Work**") shall be commenced on such Unit Owner's Unit unless and until Declarant or Declarant's designee has given its prior written approval for such Work, which approval may be granted or withheld in Declarant's or Declarant's designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of the Plat Community or any real property which may be added to the Plat Community, unless earlier terminated in writing, executed and Recorded by Declarant. Declarant may, in its sole discretion, designate one or more Persons from time to time to act on Declarant's behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of Declarant's reserved rights under this Article to (i) a Property Improvement Committee appointed by the Association's Board of Directors, or (ii) a committee comprised of architects, engineers, or other persons who may or may not be Unit Owners. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (A) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (B) Declarant's right to veto any decision which Declarant determines, in Declarant's sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the foregoing entities shall be limited to matters specifically delegated by Declarant.

(b) Property Improvement Committee. Upon delegation by Declarant or upon expiration or termination of the period of Declarant control, the Association, acting through the PIC, shall assume jurisdiction over design, property modification and architectural matters in the Plat Community. The PIC, when appointed, shall consist of at least three (3), but not more than seven (7), Persons who shall serve and may be removed and replaced in the Board's discretion. At least two (2) members of the PIC must be members of the Board, and may, but need not, include architects, engineers, or similar

professionals whose compensation, if any, shall be established from time to time by the Board. If the PIC is not formed or is determined to lack authority to exercise the powers assigned to it for any reason, the Board shall act as the PIC. The PIC may be broken into or may form subcommittees to preside over particular areas of review (including, by way of example and not limitation, a new construction subcommittee and a modifications subcommittee). Any reference herein to the PIC should be deemed to include a reference to any such subcommittee. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the PIC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters. For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "**Reviewer**." The Work performed on Units owned by Declarant or an Affiliate of Declarant, including but not limited to warranty-related Work, is exempt from review by the Reviewer.

(c) Reviewer Fees; Assistance. The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include, without limitation, the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

#### 4.3. Guidelines and Procedures.

(a) Residential Design Guidelines. Declarant may prepare the initial Residential Design Guidelines, which may contain general provisions applicable to all of the Plat Community as well as specific provisions which vary from area to area within the Plat Community. The Residential Design Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Residential Design Guidelines does not guarantee approval of any application. Absence of adopted Residential Design Guidelines shall not limit the PIC's ability to exercise its powers; provided, however, when disapproving an application for permission to perform Work, the Reviewer shall describe the basis for a decision if the Reviewer is unable to refer to adopted Residential Design Guidelines as the reason for disapproval of an application.

Declarant shall have sole and full authority to amend the Residential Design Guidelines in a manner consistent with the Permits during the period of Declarant control, notwithstanding a delegation of reviewing authority to the PIC, unless Declarant also delegates the power to amend to the PIC. Upon termination or delegation of Declarant's right to amend, the PIC shall have the authority to amend the Residential Design Guidelines in a manner consistent with the Permits, with the consent of the Board. Any amendments to the Residential Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. Except for conditions of the Permits, there shall be no limitation on the scope of amendments to the Residential Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Residential Design Guidelines less restrictive.

The Reviewer shall make the Residential Design Guidelines available to Unit Owners and Dealers who seek to engage in development or construction within the Plat Community. In Declarant's discretion, such Residential Design Guidelines may be Recorded, in which event the Recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Residential Design Guidelines was in effect at any particular time.

(b) Procedures. No Work shall commence on any portion of the Plat Community until an application for approval has been submitted to and approved by the Reviewer. Such application shall include plans and specifications ("**Plans**") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Residential Design Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application. In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Unit Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall respond to the applicant by giving notice pursuant to RCW 64.90.515. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. In the event that the Reviewer fails to respond in a timely manner (as provided in the Residential Design Guidelines), approval shall be deemed to have been given, subject to Declarant's right to veto approval by the PIC pursuant to this Section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Residential Design Guidelines unless a differing design proposal has been approved pursuant to Section 4.5.

Until expiration of the period of Declarant control, the PIC shall notify Declarant in writing within three (3) business days after the PIC has approved any application relating to proposed Work within the scope of matters delegated to the PIC by Declarant. The notice shall be accompanied by a copy of the application and any additional information which Declarant may require. Declarant shall have ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by notice to the PIC and the applicant.

If construction does not commence on a project for which Plans have been approved within one (1) year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Unit Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within one (1) year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant or any aggrieved Unit Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.4. No Waiver of Future Approvals. Each Unit Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Residential Design Guidelines, may vary accordingly. In addition, each Unit Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right

to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5. Variances. The Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with the law. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.6. Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Plat Community; they do not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value, or size or of similar design.

Declarant, the Association, the Board, any committee, or any member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work, any defects in Plans revised or approved hereunder, or any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, Declarant, the Board, the PIC, and any members thereof shall be defended and indemnified by the Association as provided in RCW 64.90.405(2)(n) and in the Governing Documents.

4.7. Certificate of Approval. Any Unit Owner may request that the Reviewer issue a certificate of approval certifying that there are no known violations on his or her Unit of this Article or the Residential Design Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

## **Article V            Maintenance and Repair**

5.1. Maintenance of Units. Each Unit Owner shall maintain his or her Unit and all landscaping and improvements on the Unit in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. A Unit Owner shall install all landscaping surrounding all sides of the residential dwelling contained on the Unit, within six (6) months after the initial transfer of a completed residential dwelling to a Unit Owner from Declarant or a Dealer. Each Unit Owner shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the Unit boundary and any wall, fence, curb, or water's edge located on the Common Area or public right-of-way adjacent to the Unit boundary, unless such area is maintained by the Association; provided, however, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval of the Association. Each Unit Owner shall perform at the Owner's expense the maintenance and upkeep of fencing, Protected Trees (if located on a Unit), drainage swales and/or underground drain lines and catch basins installed on their Unit, unless such components of the Units are made a part of the Common Elements maintained by the Association.

5.2. Responsibility for Repair and Replacement. Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include, without limitation, responsibility for repair and replacement as necessary to maintain the Unit to a level consistent with the Community-Wide Standard. Repair and replacement may include, without limitation, improvement if necessary to comply with applicable building codes or other regulations or if otherwise deemed appropriate, in the Board's reasonable discretion.

By virtue of taking title to a Unit, each Unit Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Unit Owners, the premiums for such insurance shall be levied as an Assessment against the benefited Unit and the Unit Owner pursuant to RCW 64.90.480(4).

Each Unit Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Unit, the Owner shall proceed promptly to repair or to reconstruct such structures in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. The Unit Owner shall pay any costs which are not covered by insurance proceeds.

5.3 Preservation of Protected Trees. The Unit Owners and the Association shall have primary responsibility for the care and preservation of all Protected Trees that are planted in the Plat Community, unless such responsibility is assumed by the Local Jurisdiction. The division of responsibility between the Owners, the Association and the Local Jurisdiction for different aspects of the care and preservation of the Protected Trees may be established by notations on the face of the Map, or if there are no such notations, by Rule, instruction by Declarant, or ordinance adopted by the Local Jurisdiction. The Unit Owners and the Association shall provide such maintenance to the Protected Trees that is appropriate, based upon good nursery practices and requirements imposed by the Map, Declarant or the Local Jurisdiction.

In the event that any Unit Owner or the Association fails to maintain the Protected Trees, Declarant may elect to maintain the Protected Trees and may charge the Association and the Unit Owners the cost of such maintenance. The obligation arising under this Section shall be a lien on the Plat Community in favor of Declarant, which Declarant may enforce (in place of the Association) in the manner described in Chapter 61.12 RCW.

In the event that a Unit Owner removes or alters inappropriately any Protected Trees without written permission of Declarant (until Declarant's Bond is released or forfeited, and then the written permission of the Association or the Local Jurisdiction, if the Local Jurisdiction assumes responsibility for the Protected Trees, shall be required), the removal shall be a breach of the Unit Owner's duties described in this Declaration. Declarant (until Declarant's Bond is released in full without claim, and then the Association or the Local Jurisdiction), may bring an action to restrain the removal of any Protected Trees, or for damages arising from such removal, including, without limitation, such additional damages, treble damages, attorney's fees, litigation expenses and costs that are available under this Declaration or state law.

Declarant's rights and duties described herein shall cease and automatically terminate upon (a) release in full, without claims, and delivery to Declarant of Declarant's Bond, (b) recovery of compensation by Declarant for all sums deducted from the Bond, or (c) a date six (6) years from the date of any Bond forfeiture, whichever event occurs first. After Declarant's performance and maintenance Bonds are released or forfeited, and Declarant has received the full exoneration of the Bond without

claims, or compensation for any payments made from the Bond, the Association may apply to the Local Jurisdiction or its successor for approval to terminate or amend the restrictions imposed upon the removal or alteration of Protected Trees. Such application may be made if a majority of the Unit Owners approve of the Association's application for termination or alteration of the Protected Trees restrictions. Upon written notification from the Local Jurisdiction of the termination or alteration of the restrictions upon Protected Trees contained herein, the Association shall cause a copy of the notice to be Recorded. Upon Recordation of such notice, the provisions of this Section related to Protected Trees shall terminate or be amended in the manner described in the notice.

5.4. Remedies for Failure to Maintain. If any Unit Owner shall fail to conduct maintenance as required by this Article, or to otherwise maintain the Unit in the same condition as a reasonably prudent homeowner or in a manner which preserves the drainage for other Units, the Association shall notify the Unit Owner in writing of the maintenance required. If the maintenance is not performed within thirty (30) days of the date notice is delivered, the Association shall have the right to enter upon the Unit and provide such maintenance, and to levy an Assessment against the non-performing Unit Owner and Unit for the cost of providing the maintenance pursuant to RCW 64.90.480(4). The Assessment shall constitute a lien against the Unit owned by the non-performing Unit Owner and may be collected and foreclosed in the same manner as any other delinquent Assessment. In the event that emergency repairs are needed to correct a condition on a Unit which poses a substantial risk of injury or significant property damage to others, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice to the non-performing Unit Owner of the repairs necessary. Emergency repairs performed by the Association, if not paid for by the non-performing Unit Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the non-performing Owner the thirty (30) day notice.

## **Article VI      Association Powers and Responsibilities**

6.1. Acceptance and Control of Association Property. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant and Declarant's designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property. The Association shall accept and maintain such property at its expense for the benefit of the Unit Owners, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association and any obligations or conditions appurtenant to such property. Upon Declarant's written request, the Association shall re-convey to Declarant any unimproved portions of the Plat Community originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

6.2. Maintenance of Common Elements. The Association shall maintain the Common Elements as defined in RCW 64.90.010(7), which for the purpose of this Declaration also include, without limitation:

(a)      The Common Elements identified on the Map, and any landscaping and Protected Trees located thereon;

(b)      The entry features and landscaping (whether placed on land owned by the Association, or in the easements created for the Association's benefit);

(c)      The irrigation facilities, storm water facilities, streets, sidewalks, street lighting, parking areas, transit shelters, trails, ponds, streams, wetlands, recreational amenities and any community center, signage, open spaces, wetlands, natural preserve areas and conservation areas, sensitive areas,

and buffers located in the Plat Community that are not maintained by the Local Jurisdiction, including, without limitation, improvements and equipment installed therein or used in connection therewith;

(d) Planter strips, medians, Protected Trees, planting areas within cul-de-sacs, and the fence (or solid coniferous landscaping);

(e) mailbox and mailbox shelters (which may not be moved or physically altered without approval of the PIC, the U.S. Postal Service and the Local Jurisdiction);

(f) such improvements included within or outside the Common Elements as may be described in this Declaration or its Exhibits, described in any Recorded document, or contained in any contract or agreement for maintenance entered into by Declarant or the Association.

The Association shall use commercially-reasonable efforts to maintain the Common Elements in a manner consistent with the Community-Wide Standard. The Association may maintain other property which it does not own, including, without limitation, Units and property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

6.3. Indemnification of Officers, Directors, and Others. To the fullest extent permitted by Washington law, the Association shall indemnify every officer, director, volunteer and committee member of the Association against all damages and expenses, including, without limitation, counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including, without limitation, settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Unit Owners). The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.4. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Plat Community designed to make the Plat Community safer than it otherwise might be. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Plat Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including, without limitation, any mechanism or system for limiting access to the Plat Community, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Unit Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Unit that the Association, its Board and committees, and Declarant are not insurers and that each Person entering the Plat Community assumes

all risks of personal injury and loss or damage to property, including, without limitation, Units and the contents of Units, resulting from acts of third parties.

6.5. Effect of Dissolution of Association. In the event that the Association is dissolved and is no longer authorized to do business as a non-profit corporation, the rights and duties of the Association (including, but not limited to, all ownership interest in the Common Elements) shall vest in the Unit Owners, as an unincorporated association. Any Unit Owner or any holder of a Security Interest may reinstate the Association's corporate status, or create a successor entity as a successor to the Association, at any time by filing with the State of Washington such documents as required by law to reinstate the Association or create its successor, and upon such reinstatement, the Unit Owners' rights and duties, as described in this Declaration, shall re-vest in the reinstated or successor Association, and all Unit Owners shall be members thereof with all rights to vote provided by law and the Governing Documents of the entity. To the greatest extent possible, any successor entity shall be governed by the Governing Documents of the Association as if they had been made to constitute the governing documents of the successor entity.

6.6. Provision of Services. The Association may provide or provide for services and facilities for the Unit Owners, their guests, lessees, and invitees, and shall be authorized to enter into and terminate contracts or agreements with other entities, including, without limitation, Declarant, to provide such services and facilities. The Board may charge use and consumption fees for such services and facilities. By way of example and not limitation, some services and facilities which might be offered include landscape maintenance, pest control service, cable television service, internet service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. Nothing herein shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, the Board shall be permitted to modify or cancel existing services provided, in its discretion, unless otherwise required by the Governing Documents. No Owner shall be exempt from the obligation to pay for such services, if provided to all Unit Owners as a Common Expense, based upon non-use or any other reason.

6.7. Relations with Other Properties. The Association may enter into contractual agreements or covenants to share costs with other associations, properties or facilities for maintaining and/or operating shared or mutually beneficial properties or facilities.

6.8. Facilities and Services Open to the Public. Certain facilities and areas within the Plat Community may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example and not limitation: greenbelts, trails and paths, parks, neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Common Elements or the Board may so designate at any time thereafter. Portions of the Common Elements which are not intended to be open to the public may be posted as private property.

6.9. Permit Matters. The Plat Community may be subject to a variety of permit restrictions and obligations which are contained in the Permits and in applicable law and are binding upon the Plat Community and run with the land. The Association and each Unit Owner shall comply with the restrictions and requirements of the Permits, as applicable. During initial development of the Plat Community, Declarant shall implement, maintain, and enforce the programs and requirements of the Permits. Declarant shall have the right, but not the obligation, to delegate or assign certain responsibilities to the Association or any committee, and the Association or such committee shall have the obligation to accept and fulfill such delegation or assignment of such obligations. The cost of such activities shall be a Common Expense if the activity is associated with the Common Elements and for the general benefit of all of the community. In the performance of its responsibilities, the Association shall follow the standards and requirements of the Permits and applicable law. The Association shall comply with the design guidelines



and maintenance standards referenced in the Permits, particularly in the use and preservation of native vegetation and landscaping, in the performance of its responsibilities under this Declaration.

6.10. Relationship with Tax-Exempt Organizations. Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over portions of the Common Elements to, non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Plat Community, the Association, the Unit Owners, or occupants of Units. If established by Declarant or the Association, the Association shall be responsible to fund the minimum organization expenses of maintaining such entity and may contribute money, real or personal property, or services to such entity. Such expenses and any such contributions shall be a Common Expense. For purposes of this Section, a "**tax-exempt organization**" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("**Code**"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

## **Article VII      Association Finances**

7.1. Budgeting and Assessments. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. The budget must include, without limitation, the projected income of the Association by category, the projected Common Expenses and those Specially Allocated Expenses that are subject to being budgeted, both by category, the amount of the Assessments per Unit and the date the Assessments are due, the current amount of regular Assessments budgeted for contribution to the reserve account, a statement of whether the Association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study, and the current deficiency or surplus in reserve funding expressed on a per Unit basis, including any contributions to be made to a reserve fund. The budget may include, without limitation, any surplus to be applied from prior years, any income expected from sources other than Assessments levied against the Units, and the amount to be generated through the levy of Assessments against the Units. Any such subsidy shall be disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

Within thirty (30) days after the adoption of a final budget by the Board, the Board shall send to each Owner a copy of the final budget, notice of the amount of the Assessment to be levied pursuant to such budget, and notice of a meeting to consider ratification of the budget, not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. The Board may revise the budget and adjust the Assessments from time to time during the year, subject to the notice requirements and the right of the Unit Owners to ratify the revised budget as set forth above.

7.2. Budgeting for Reserves. The Board shall prepare and periodically review a reserve budget for the Common Elements for which the Association maintains capital items as a Common Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 7.1 a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

7.3. Specially Allocated Expenses. The following expenses of the Association shall be allocated as stated in this Section rather than in accordance with the Allocated Interests stated on attached Exhibit "A":

(a) Expenses benefiting fewer than all of the Units or their Owners shall be allocated exclusively against the Units benefited in proportion to the Allocated Interests of the benefited Units. In particular, this means that the budget shall specially allocate all expenses that depend on occupancy or those improvements to Units (e.g., landscaping expenses) to those Units that have been improved with a home and sold to an Owner for occupancy.

(b) If the Association pays for any utilities provided to the Units, then the cost of those utilities shall be allocated among the Units in proportion to the usage of each Unit, or upon any different basis used by the utility provider in charging for those utilities, to the extent the Association is reasonably able to determine such usage or other basis;

(c) Assessments to pay a judgment against the Association shall be made only against those Units in the Plat Community at the time the judgment was entered, in proportion to their Allocated Interests;

(d) To the extent any expense of the Association is caused by the willful misconduct or gross negligence of any Owner or that Owner's tenant, guest, invitee, or occupant, the Association may assess that expense against the Owner, after notice and opportunity to be heard, even if the Association maintains insurance with respect to that damage or expense; and

(e) To the extent any expense of the Association is caused by the negligence of any Owner or that Owner's tenant, guest, invitee, or occupant, the Association may assess that expense against the Owner, after notice and opportunity to be heard, to the extent of the Association's deductible and any expenses not covered under an insurance policy issued to the Association.

7.4 Capitalization of Association. Upon closing of the first conveyance of each Unit to a Purchaser or first occupancy of a Unit, whichever occurs first, the Association shall collect a working capital contribution for such Unit equal to \$500.

7.5. Time of Payment. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of Assessments at closing of the transfer of title to a Unit and impose special requirements for Unit Owners with a history of delinquent payment. If the Board elects, Assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the Assessment shall be due and payable in advance on the first day of each fiscal year. If any Unit Owner is delinquent in paying any Assessments or other charges levied on a Unit, the Board may require the outstanding balance on all Assessments to be paid in full immediately.

7.6. Association's Right to Acquire Unit Subject to Foreclosure. When attempting to collect Assessments by Foreclosure, the Association may bid for the Unit at a Foreclosure sale and acquire, hold, lease, mortgage, and Convey the Unit.

7.7 Reimbursements From Local Jurisdictions – Assignment to Declarant. In the event that the Association succeeds to the interest of Declarant in any Bond, late comers' reimbursement, impact fee refund or similar right to receive a refund of funds paid by Declarant pursuant to a requirement imposed by a Local Jurisdiction related to construction of improvements at or for the benefit of the Plat Community ("Refund"), the Association irrevocably assigns any such Refund to Declarant. Upon receipt of notice that the Association is entitled to a Refund, the Association shall provide written notice of the Refund to

Declarant or to Declarant's assignee if the Association has notice of such assignee. The Association shall assign to Declarant or Declarant's assignee all Refunds to which the Association may become entitled, regardless of the time that may have passed since recordation of the Map and formation of the Association.

#### **Article VIII      Changes to the Boundaries of the Plat Community**

8.1.      Expansion or Contraction of the Plat Community by Declarant. Declarant reserves as a Development Right the right to add to the Plat Community all or a portion of the real property described in Paragraph 6 of attached Exhibit A, or to withdraw any of the Units within the Plat Community that have not been sold. Declarant shall determine if and how much real property should be added to or withdrawn from the Plat Community, and the location of the new boundaries of the Plat Community, in Declarant's sole, subjective discretion. When added to the Plat Community, the additional real property shall become subject to the provisions of this Declaration. When withdrawn from the Plat Community, the real property withdrawn shall be released from this Declaration without further action by Declarant. Declarant may add additional real property to the Plat Community which is not contiguous to other portions of the Plat Community. Real property shall be added to or withdrawn from the Plat Community by Recording a Supplemental Declaration prepared consistent with RCW 64.90.250(1). The decision to expand or contract the size of the Plat Community shall not require the consent of any Person except the owner of such real property to be added or withdrawn, if other than Declarant. Declarant's right to expand or contract the Plat Community pursuant to this Section shall expire ten (10) years after this Declaration is Recorded. Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop all of the property described in Exhibit "A" in any manner whatsoever. Every Person that acquires any interest in a Unit agrees not to protest, challenge, or otherwise object to the development of any real property by Declarant which lies adjacent to the Plat Community, and which could be subjected to the terms of this Declaration by Declarant.

8.2.      Additional Covenants and Easements. Declarant may subject any portion of the Plat Community to additional covenants and easements, including, without limitation, covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such real property to this Declaration or in a separate Supplemental Declaration referencing real property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the owner shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject real property in order to reflect the different character and intended use of such property.

8.3      Expansion and Contraction of the Plat Community by the Association. The Association may also subject additional property to the provisions of this Declaration or withdraw real property by amending this Declaration in the manner described in RCW 64.90.285, and Recording a Supplemental Declaration adopted by the Unit Owners describing the real property affected. So long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 8.1, Declarant's consent to the Association's action shall be necessary. The Supplemental Declaration shall be written and signed by the Association, by the owner of the property and by Declarant, if Declarant's consent is necessary.

#### **Article IX      Development Rights and Special Declarant Rights**

9.1.      Phased Development. Declarant reserves the right to develop the Plat Community in phases as stated in more detail in Section 1.5 hereof.

9.2. Expand or Contract Boundaries of the Plat Community. Declarant may exercise the Development Rights described in Article VIII of this Declaration to add or withdraw real property from the Plat Community, dedicate property to any municipality or utility as necessary for development, or transfer ownership of any Unit, easement, or other property still owned by Declarant that does not interfere with the requirements of the plat approvals.

9.3. Governmental Interests. Declarant may designate sites it owns within the Plat Community for fire, police, water, and sewer facilities, public schools and parks, and other public facilities. Sites may be designated for use of water infiltration under the Permit. None of the Association, the PIC, or the Unit Owners may object to the use of such sites for the designated public purposes.

9.4. Marketing and Sales Activities. To the fullest extent permitted by RCW 64.90.275, Declarant and Dealers may construct and maintain upon portions of the Common Elements such facilities and activities as, in Declarant's sole, subjective discretion, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and Dealers shall have easements for access to and use of such facilities and shall not be subject to fees or rental charges. Declarant hereby reserves for itself and all Dealers, so long as Declarant or any Dealer owns any Unit, the right to maintain in the Plat Community such signs as in the opinion of Declarant are required, convenient or incidental to the merchandising and sale of the Units.

9.5. Right to Complete Improvements to Plat Community. Declarant may elect, at any time that Declarant or any Dealer owns any Unit, to construct, inspect, test, redesign, maintain, repair and correct improvements located in the Plat Community as Declarant and Dealers deem appropriate in their sole, subjective discretion.

9.6. Easements Granted to Declarant and Dealers. To the fullest extent permitted by RCW 64.90.280(1), Declarant and Dealers shall have an easement over and upon all of the Common Elements and Units for the purpose of:

(a) Access to Units and Common Elements, as described in RCW 64.90.280(2), and to utility meters, environmentally-regulated land, wetlands, bodies of water and any other improvement or land feature for which Declarant or a Dealer may have responsibility;

(b) Performing the activities described in Section 9.5.

(c) Installing utilities and infrastructure to serve the Plat Community, walkways, pathways and trails, drainage systems, street lights and signage on property which Declarant owns or within public rights-of-way or easements reserved for such purpose on the Map;

(d) Installing, operating, maintaining, repairing and replacing telephone, cable television, telecommunications, security, and other systems for sending and receiving data and/or other electronic signals ("**Technology Utilities**"), to serve the Plat Community and each Unit, and additional property which can be subjected to this Declarant by Declarant. Any such easement may, in Declarant's sole discretion, grant the exclusive right to access or use of such Technology Utilities, including, without limitation, the portions of the systems installed on or in the Units, dwellings, and other structures constructed on Units and Common Elements within the Plat Community;

(e) Planting, maintaining or replacing Protected Trees whether located along the front, side or back boundary of a Unit. The easement granted herein shall extend onto a Unit for a distance

sufficient for Protected Trees (of a variety approved by the Local Jurisdiction or its successor) to be planted, irrigated, replaced, maintained and pruned in manner consistent with good nursery practices;

(f) Inspecting, maintaining, repairing, and replacing all other improvements which are the responsibility of Declarant or any Dealer, as provided in this Declaration, the Map or required by law.

Notwithstanding anything to the contrary herein, the easements granted in this Section shall not entitle the holders to construct or install any systems, facilities, or utilities over, under or through any existing dwelling on a Unit. Any damage to a Unit resulting from the exercise of the foregoing easements shall promptly be repaired by, and at the expense of, the Person exercising the easement. Exercise of the foregoing easements shall not unreasonably interfere with the use of any Unit. Except in the event of an emergency or as provided in Section 5.4, entry into a structure on a Unit shall be only after notice is given to the Unit's Owner and agreement is reached with the Unit Owner regarding a reasonable time to enter the structures.

9.7 Easements Granted by Declarant to Serve Other Real Property. Declarant also reserves the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any additional property which Declarant could subject to the terms of this Declaration, whether or not such property is made subject to this Declaration. The location of the easement shall be subject to the approval of the owner of the burdened property (the Association or Unit Owners, as the case may be), which approval shall not unreasonably be withheld, delayed or conditioned.

Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, or any other declaration of covenants, conditions, easements and restrictions under which an owners' association is created or provided for, Declarant or Declarant's successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property. The allocation of costs in any such agreement shall be based on the number of residential dwellings or commercial units on the property served by the easement and not subject to this Declaration as a proportion of the total number of residential dwellings within the Plat Community and on such benefited property.

9.8 Election to Join Master Association. Declarant may elect to make the Plat Communities subject to a Master Association as described in RCW 64.90.300.

9.9 Mergers. Declarant may elect to merge the Plat Communities with another Plat Community.

9.10 Declarant Control Period.

(a) Management by Declarant-Controlled Board. Until the Transition Date defined in Section 9.10(b), the Board shall consist of three (3) directors and Declarant shall have the right to appoint and remove all members of the Board except as stated in this Section. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Owners other than Declarant, not less than one-third (1/3) of the members of the Board must be elected by Owners other than Declarant.

(b) Termination of Declarant Control. Declarant Control of the Association shall terminate on the Transition Date. The “**Transition Date**” shall be no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Owners other than Declarant, (b) two (2) years after the last conveyance of a Unit or the last exercise of a Development Right to create Units, or (c) the date on which Declarant records an amendment to this Declaration pursuant to which Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. If Declarant voluntarily surrenders control pursuant to (c) above, Declarant may require that for the duration of the period of Declarant Control, specified actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

(c) Transfer of Records and Audit. Upon termination of the period of Declarant Control, the records of the Association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than Declarant, by majority vote, elect to waive the audit. The costs of the audit shall be a Common Expense. In addition, within sixty (60) days after the termination of the period of Declarant Control, Declarant shall deliver to the Owner-controlled Board those documents and records listed in RCW 64.90.420. After such delivery, the Owner-controlled Board shall be solely responsible for maintaining those documents and records and Declarant shall have no further obligation with regard to the same. Specifically, Declarant shall have no obligation to provide additional copies of those documents and records to the Owner-controlled Board or any other party.

(d) Management by Board of Directors. Within thirty (30) days after the Transition Date, Declarant shall schedule a special meeting to elect directors to the Board, the number of which are specified in the Bylaws, and a majority of whom must be Owners of Units. All Board positions shall be open for election at such special meeting following the Transition Date. The Board may delegate all or any portion of its administrative duties to a manager, managing agent, or officer of the Association. The Board shall elect from among its members a President (who shall preside over meetings of the Board and the meetings of the Association), Secretary and Treasurer, all of which officers shall have such duties and powers as may be specified by the Board from time to time.

9.11 Design Review. Declarant may control the PIC and serve as the Reviewer, as described in Section 4.2.

9.12 Attend Governance Meetings. Declarant may, over the objections of any Person, attend any meeting of the Association and the Board, except when the Board conducts an executive session and Declarant does not have a representative that serves as a Board member.

9.13 Access to Association Records. Declarant may, over the objections of any Person, review the Governing Documents and all other records of the Association and the Board, to the same extent as a Unit Owner.

9.14. Right To Approve Additional Covenants. During the period of Declarant Control, no easement, covenant, declaration or similar instrument affecting any portion of the Plat Community shall be Recorded without Declarant's review and written consent. Any attempted Recording without such consent shall result in such instrument being void and of no force and effect unless subsequently approved and Recorded by Declarant.

9.15. Right to Approve Changes in the Standards Within the Plat Community. No amendment to or modification of any Use Restrictions or Residential Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this

Declaration or which may become subject to this Declaration in accordance with Section 8.1. Declarant reserves the right to enter into an agreement with the Unit Owner (without the consent of any other Unit Owner) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration. Any deviation shall be manifested in a written agreement and shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the other Units located in the Plat Community, and the condition, restriction, limitation or agreement waived by Declarant shall remain fully enforceable as to all other Units.

9.16 Right to Reallocate Limited Common Elements and Shared Structures. Declarant may change the allocation of Limited Common Elements and Shared Structures among Units owned by Declarant and assign use of the same Limited Common Element or Shared Structure to additional Units owned by Declarant.

9.17. Right to Notice of Design or Construction Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Plat Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant and any Dealer involved in the design or construction have been first notified in writing and given an opportunity to meet with the Unit Owner to discuss the Unit Owner's concerns, and conduct the Declarant's or Dealer's own inspection.

9.18 Declarant's Permission to Amend Declaration. No amendment of this Declaration shall modify, alter or delete (a) any Special Declarant Rights; (b) any portion of the Arbitration Agreements in Section 13.4 of this Declaration; (c) responsibilities of the Unit Owners, Association or Declarant concerning the preservation of Protected Trees; or (d) Limited Common Elements or Shared Structures, without the consent of Declarant attached to and Recorded with such amendment, regardless of whether Declarant continues to maintain an ownership interest in any Unit or membership in the Association.

9.19 Right to Enter Into Bulk Service Contracts. Declarant reserves the right to enter into bulk service contracts for the provision of utility or technology services offered to all Units in the Plat Community. In such case, the cost shall be a Common Expense of the Association and shall be a part of the Assessments. If the service provides additional services or benefits to certain Unit Owners at their request, such additional services or benefits shall be paid directly by the Unit Owner to the service provider, or become a Specific Assessment, as appropriate and specified in the agreement with the service provider.

9.20 Right To Transfer Development Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the other Governing Documents may be transferred in whole or in part to other Persons in the manner and with the effect described in RCW 64.90.425. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety.

9.21 Rights Granted by Applicable Law. Declarant is entitled to exercise any rights granted or permitted by law to be held by a Person whose interest in the Plat Community is described in RCW 64.90.010(17).

9.22 Exercise and Termination. The Special Declarant Rights and Development Rights reserved by Declarant may be exercised by Declarant in its sole, subjective discretion in all parts of the Plat Community and in any additional real property added to the Plat Community pursuant to Section 8.1. To exercise any Development Right or Special Declarant Right, Declarant shall prepare, execute and Record an amendment to this Declaration and comply with the Act. Such amendment shall require only

Declarant's signature. Except as otherwise provided in this Declaration, all Development Rights and Special Declarant Rights shall expire ten (10) years after the recording of this Declaration; provided, however, that Declarant may voluntarily terminate any and all such rights at any time by Recording an amendment to this Declaration, which amendment specifies which rights are thereby terminated. Any Development Right may be exercised with respect to different portions of the Plat Community at different times, no assurances are made regarding the boundaries of portions of the Plat Community which may be subjected to the exercise of a Development Right or the order in which a Development Right may be exercised, and if a Development Right is exercised, it is not necessary that the Development Right be exercised in all or in any other portion of the remainder of the Plat Community.

## **Article X        Easements**

10.1     Additional Easements. In addition to the easement and use rights granted to the Unit Owners and Declarant by RCW 64.90.280 and this Declaration, the additional easements described in this Article are also granted.

10.2.     Easements for Encroachments. Declarant grants the Association and the Unit Owners reciprocal appurtenant easements of encroachment, and for maintenance and use of encroachments, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement, settling or shifting of the improvements (including, without limitation, fences and walkways) constructed, reconstructed, or altered thereon in accordance with the terms of this Declaration, to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement. Easements which arise for encroachments shall be deemed permissive entries into adjoining land, and their creation shall not create a claim for adverse possession of the property on which the encroachment is located.

10.3.     Easements for Maintenance, Emergency, and Enforcement. In addition to the easements granted on the face of the Map, Declarant grants to the Local Jurisdiction and the Association easements over the Plat Community as necessary to enable the Local Jurisdiction and the Association to fulfill its maintenance and enforcement responsibilities under applicable law and this Declaration. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Unit Owner.

## **Article XI        Limited Common Elements**

11.1.     Purpose. Tracts A, B, C, D, E and Park

11.2.     Designation. HOA

11.3.     Use by Others. HOA.

## **Article XII       Shared Structures**

12.1.     General Rules of Law to Apply. Each wall, fence, driveway, utility, sewer or similar structure built as a part of the original construction on the Units which serves and/or separates more than



one (1) Unit and is not designated as a Common Element or Limited Common Element shall constitute a **"Shared Structure."** To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls, tenancy in common and liability for property damage due to negligence or willful acts or omissions shall apply to Shared Structures. Any tract which provides access to or is otherwise shared by more than one Unit is a Shared Structure, the maintenance and repair of which is governed by this Declaration and this Article.

12.2. Maintenance; Damage and Destruction. The cost of reasonable repair and maintenance of a Shared Structure shall be shared equally by the Unit Owners who make use of the Shared Structure. If a Shared Structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Unit Owner who has used the structure may restore it. If other Unit Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

12.3. Right to Contribution Runs With Land. The right of any Unit Owner to contribution from any other Unit Owner under this Section shall be appurtenant to the land and shall pass to such Unit Owner's successors-in-title.

12.4. Disputes. Any dispute arising concerning a Shared Structure shall be handled in accordance with the dispute resolution provisions of this Declaration.

### **Article XIII      Dispute Resolution and Limitation on Litigation**

13.1. Dispute Resolution Methods. The provisions of this Article shall govern the resolution of all Claims between any Bound Party. Claims, disputes and controversies shall be resolved pursuant to the Arbitration Agreements described in Section 13.4, unless specifically exempted from the Arbitration Agreements by Section 13.3; if exempt from the Arbitration Agreements, the Exempt Claims may be litigated in a court of competent jurisdiction, except that Purchase Agreement Claims and Warranty Claims (as defined below) shall be resolved in accordance with the dispute resolution provisions of the Purchase Agreement or Warranty (both as defined below), as applicable. Before any Claims are brought by the Association against any Person, the Association shall comply with the requirements of Section 13.5.

13.2. Claims and Exempt Claims. Unless specifically identified as an Exempt Claim in this Section, all claims or disputes arising out of or relating to (a) the interpretation, application or enforcement of the Governing Documents; (b) the rights, obligations and duties of any Bound Party under the Governing Documents; (c) the design or construction of improvements within the Plat Community; (d) breach of contract; (e) negligent or intentional misrepresentations or nondisclosure in the inducement; (f) execution or performance of any contract related to the Plat Community, including, without limitation, the Arbitration Agreements described in this Article; (g) any alleged statutory violation; (h) any claim of bodily injury or property damage related to the design or construction of the Units and/or the Common Elements; and (i) any claim made under the Washington State Consumer Protection Act, Chapter 18.86 RCW (the claims or disputes that are the subject of the foregoing clauses (a) through (i) are collectively referred to as **"Claims"**), shall be subject to the provisions of Sections 13.4-13.8, which require the Claims to be negotiated, then mediated, and then arbitrated. Unless all necessary parties otherwise agree, the following list of exemptions (**"Exempt Claims"**) shall not be Claims, and shall not be subject to the provisions of Sections 13.4-13.8 requiring negotiation, mediation and arbitration (except that Purchase Agreement Claims and Warranty Claims shall be resolved in accordance with the dispute resolution provisions of the Purchase Agreement or Warranty, as applicable, as further provided below):

13.2.1 any suit by the Association against any Bound Party to collect Assessments, enforce liens, or enforce the provisions of the Governing Documents;

13.2.2 any suit by the Association to obtain equitable relief (such as, by way of example and not limitation, a temporary restraining order, injunction, or specific performance) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article III, Article IV and Article V;

13.2.3 any suit brought by the Association to challenge tax assessments;

13.2.4 any suit brought by the Association against any contractor or vendor arising out of a contract for services or supplies between the Association and such contractor or vendor, except that any claim arising from or related to alleged defects in a Unit or the Common Elements shall be resolved in accordance with Section 13.2.12, if such claim is a Warranty Claim covered by a Warranty, or if not so covered, such claim shall be resolved in accordance with the Claim resolution provisions in Sections 13.4-13.8;

13.2.5 counterclaims brought by the Association in proceedings instituted against the Association, except that any counterclaim arising from or related to alleged defects in a Unit or the Common Elements shall be resolved in accordance with Section 13.2.12, if such claim is a Warranty Claim covered by a Warranty, or if not so covered, such counterclaim shall be resolved in accordance with the Claim resolution provisions in Sections 13.4-13.8;

13.2.6 any suit by a Bound Party for declaratory or injunctive relief which seeks a determination as to applicability, enforcement, clarification, or interpretation of any provisions of this Declaration;

13.2.7 any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents and if the amount in controversy exceeds Ten Thousand Dollars (\$10,000.00);

13.2.8 any suit in which any indispensable party is not a Bound Party, except that any claim arising from or related to alleged defects in a Unit or the Common Elements shall be resolved in accordance with Section 13.2.12, if such claim is a Warranty Claim covered by a Warranty, or if not so covered, such claim shall be resolved in accordance with the Claim resolution provisions in Sections 13.4-13.8;

13.2.9 any suit concerning a Claim for which mandatory arbitration is prohibited by the provisions of Chapter 64.90 RCW;

13.2.10 any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by Section 13.6.1, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article, and except that any claim arising from or related to alleged defects in a Unit or the Common Elements shall be resolved in accordance with Section 13.2.12, if such claim is a Warranty Claim covered by a Warranty, or if not so covered, such claim shall be resolved in accordance with the Claim resolution provisions in Sections 13.4-13.8;

13.2.11 any claim ("**Purchase Agreement Claim**") arising under or relating to an agreement ("**Purchase Agreement**") between Declarant and a Purchaser for the purchase and sale of a

Unit within the Plat Community, which Purchase Agreement Claim shall be resolved in accordance with the dispute resolution provisions of the Purchase Agreement, except that any claim arising from or related to alleged defects in a Unit or the Common Elements shall be resolved in accordance with Section 13.2.12, if such claim is a Warranty Claim covered by a Warranty, or if not so covered, such claim shall be resolved in accordance with the Claim resolution provisions in Sections 13.4-13.8; and

13.2.12 any claim ("**Warranty Claim**") arising from or related to alleged defects in a Unit or the Common Elements which are covered by an express or implied contractual warranty ("**Warranty**"), including, without limitation, any Warranty supplied to a Purchaser under a Purchase Agreement between Declarant and such Purchaser, which Warranty Claim shall be resolved in accordance with the dispute resolution provisions of the Warranty or Purchase Agreement, as applicable.

With the consent of all parties thereto, any of the above exemptions voluntarily may be submitted to the negotiation, mediation and arbitration provisions set forth in Sections 13.4-13.8. If the Association seeks to litigate items 13.2.1 through 13.2.5, such litigation shall require the majority vote of the Board of Directors. For purposes of clarity, any Purchase Agreement Claim or Warranty Claim that is finally determined to not be subject to the dispute resolution provisions of a Purchase Agreement or a Warranty, as applicable, shall be resolved in accordance with the negotiation, mediation and arbitration provisions of Sections 13.4-13.8.

13.3. Bound Parties. Declarant, the Association, the Association's officers, directors, and committee members, all Persons subject to this Declaration, any Dealer or builder, and any Person not otherwise subject to this Declaration who agrees to submit to this Article by contract with a Bound Party or by stipulation shall be a "**Bound Party**" for the purposes of this Article XIII. A Dealer is a Bound Party if the contract between the Dealer and a Purchaser provides for submission of disputes to this Article XIII.

13.4. Arbitration Agreements. Each Bound Party covenants and agrees to submit all Claims to the negotiation, mediation and arbitration provisions set forth in Sections 13.4-13.8, in lieu of filing suit in any court (collectively, the "**Arbitrations Agreements**"); provided, however, in no event shall a Claim be submitted for negotiation, mediation or arbitration after the date when institution of a legal or equitable proceeding based on the Claim would be barred by the applicable statute of limitations or statute of repose. Any dispute concerning the interpretation or the enforceability of the Arbitration Agreements described in this paragraph, including, without limitation, revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver or estoppel, shall be decided in accordance with the Arbitration Agreements. The Arbitration Agreements shall inure to the benefit of, and be enforceable by, Declarant and Declarant's subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person alleged to be liable for any defect in or to any Unit or the Common Elements, and shall be binding upon all family members and tenants of the Unit Owners and the Association. No participation of a party in a judicial proceeding involving a matter which is arbitrable under the Arbitration Agreements shall be deemed a waiver of the right of such party to enforce the Arbitration Agreements. If any provision of the Arbitration Agreements shall be determined by the arbitrator or any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms. The fees, expenses and costs of negotiating, mediating and/or arbitrating any Claim shall be paid in accordance with the provisions of this Sections 13.6-13.7. Mediation and arbitration proceedings shall be conducted in the jurisdiction where the Plat Community is located.

The parties expressly agree that the Arbitration Agreements involve and concern interstate commerce and are governed by the Federal Arbitration Act (9 U.S.C. §1, et. seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule, and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the Rules of the

ADR Provider (both as defined below), the Rules shall govern the conduct of the proceeding, and the subject Claim shall not be resolved by or in a court of law or equity.

Without limitation of any of the foregoing, Declarant, the Association and all Owners acknowledge and agree that, by virtue of the Recording of this Declaration, the Arbitration Agreements shall run with title to the real property subject to this Declaration and all additional phases, and shall be binding upon all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration and their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall be for the benefit of Declarant and all Owners of Units and Common Elements subject to this Declaration, regardless of whether Declarant continues to maintain an ownership interest in any Unit or membership in the Association.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY VIRTUE OF THE RECORDING OF THIS DECLARATION, DECLARANT, THE ASSOCIATION AND ALL OWNERS ACKNOWLEDGE AND AGREE THAT THEY HAVE NO RIGHT, AND WAIVE ANY RIGHT, TO (A) HAVE ANY CLAIM BE COMMENCED, HEARD OR RESOLVED AS A CLASS ACTION; (B) ASSERT ANY CLASS ACTION OR REPRESENTATIVE ACTION CLAIMS AGAINST ANY PERSON IN MEDIATION, ARBITRATION OR OTHERWISE, AND AGREE THAT IT IS THE EXPRESS INTENT OF EACH OF THEM THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES NOT BE ASSERTED OR APPLIED WITH RESPECT TO ANY CLAIM; AND (C) HAVE ANY CLAIM HEARD OR RESOLVED IN A COURT BY A JUDGE OR JURY.**

13.5. Consensus for Association Litigation of Claims. Notwithstanding anything to the contrary in this Article XIII, the Association shall not commence arbitration, judicial or administrative proceedings to resolve a Claim without the approval of a majority of the Unit Owners. In the event the judicial or administration proceeding is against Declarant or any former Declarant, seventy-five percent (75%) of the total votes of the Unit Owners are required to commence such proceeding. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

13.6. Mandatory Procedures for Resolution of Claims.

13.6.1 Notice. Any Bound Party having a Claim (whether one or more, the “**Claimant**”) against any other Bound Party (whether one or more, the “**Respondent**”) (each, a “**Party**,” and collectively, the “**Parties**”) shall notify each Respondent in writing (the “**Notice**”), stating plainly and concisely: (a) the nature of the Claim, including, without limitation, the Persons involved and Respondent's role in the Claim; (b) the legal basis of the Claim (including, without limitation, the specific authority out of which the Claim arises); (c) Claimant's proposed remedy; and (d) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

13.6.2 Negotiation and Mediation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Association's Board may appoint a representative to assist the Parties in negotiation. If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“**Termination of Negotiations**”), Claimant shall have thirty (30) additional days to submit the Claim to mediation with a mediator acceptable to Respondent, or if the parties cannot agree upon the selection of a mediator within such thirty (30) day time period, the parties shall request JAMS, Judicial Arbitrator Group, Inc. or another mutually acceptable dispute resolution service provider (as selected, the “**ADR Provider**”). If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any

and all liability to Claimant on account of such Claim; provided, however, that nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any Party who will be relying upon an expert report and/or repair estimate at the mediation shall provide the mediator and the other Parties with a copy of such reports and/or estimates. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all Parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and evaluate the alleged deficiencies prior to mediation, and the Unit(s) and/or Common Elements that are the subject of the Claim shall be made available for such purposes.

All mediation fees shall be divided equally among the Parties. Before the mediation begins and consistent with the laws of the State of Washington, the Parties shall agree in writing to limit the admissibility in any arbitration or court action of anything said, any admission made, and any documents prepared in the course of the mediation.

If any Claimant commences an arbitration or court proceeding based on a Claim without first attempting to resolve the matter through negotiation and mediation as provided herein, then, in addition to any other rights and remedies of the Respondent provided under this Declaration, at law or in equity, the Respondent shall have the right, at any time, to cause such proceeding to be dismissed or set aside, and the Claimant shall pay all costs, expenses and reasonable attorneys' fees incurred by the Respondent to have such proceeding set aside or dismissed.

Any settlement of a Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediator, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

**13.6.3 Final and Binding Arbitration.** If the Parties do not agree in writing to a settlement of a Claim within fifteen (15) days after the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with this Section. Within such time period, the Claimant shall deliver to the Respondent a written notice of the intent to arbitrate the Claim ("**Notice to Arbitrate**"). If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, however, that nothing herein shall release or discharge the Respondent from any liability to Persons other than Claimant. Unless otherwise agreed by the Parties, if timely submitted, the arbitration shall be conducted in accordance with the rules specified by the ADR Provider (the "**Rules**"), which Rules shall include, without limitation, and the Parties shall be bound by, the following:

**13.6.3.1** The arbitration shall be conducted by a single arbitrator agreed upon by the Parties with at least ten (10) years of experience in the subject matter of the Claim who may be, without limitation, an attorney licensed to practice law in the State of Washington with experience in real estate or construction law, or an expert in the construction industry (the "**Arbitrator**," or if more than one as provided below, the "**Arbitrators**"). If the parties cannot agree upon the selection of an Arbitrator, the Arbitrator shall be selected by the ADR Provider in accordance with the Rules. An Arbitrator shall be selected within the shortest possible period after delivery of the Notice to Arbitrate. Any fees due to the ADR Provider in connection with such selection process shall be split equally by the Parties. If the amount demanded with respect to the Claim exceeds \$1,000,000, the arbitration shall be heard and determined by three Arbitrators, unless the Parties agree on a single Arbitrator. If three Arbitrators are to hear the

Claim, the Claimant, on the one hand, and the Respondent, on the other hand, shall each select an Arbitrator of their choice and those two Arbitrators shall agree on the selection of the third Arbitrator.

13.6.3.2 The Arbitrator(s) shall have exclusive authority to resolve any Claim, provided, however, such authority is limited to resolution of the Claims, and other disputes may not be joined or consolidated with the Claim unless agreed to in writing by all Parties. The Arbitrator(s) shall be authorized to provide all recognized remedies available at law for any cause of action, except injunctive relief. The Arbitrator(s) shall make a determination of the Claims as soon as possible after completion of the arbitration proceeding, and the decision of the Arbitrator(s) shall be final and binding. To the fullest extent permitted by applicable law, no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration shall be given preclusive or collateral estoppel effect with respect to any issue or claim in any subsequent arbitration or court action, except among the Parties to the arbitration.

13.6.3.3 Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction.

13.6.3.4 All arbitrations shall be concluded, if practicable, within one hundred eighty (180) days after the delivery of the Notice to Arbitrate.

13.7 Allocation of Costs of Resolving Claims. Except as expressly provided in this Article XIII, each Party shall bear its own costs and expenses, including, without limitation, attorneys' fees and expert costs and fees, related to any Claim, and shall not be entitled to or awarded its attorneys' fees or costs incurred with respect to such Claim, or the mediator or Arbitrator fees, or any related administrative fees. The fees and costs associated with mediation and/or arbitration proceedings will depend in large part on the nature of the Claim. As such, it is not possible to estimate the fees and costs in advance.

13.8 Enforcement of Resolution. If any Claim is resolved through negotiation, mediation or arbitration in accordance with this Article XIII and any Party thereafter fails to abide by the terms of such resolution, then any abiding or complying Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 13.6.

#### **Article XIV Changes in Ownership of Units**

Any Unit Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board notice of the name and address of the Purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Rules may be adopted governing the timing and content of such notice. Each transferee of a Unit shall, within ten (10) days of taking title to a Unit, confirm that the information previously provided by the transferor to the Association is complete and accurate. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Unit Owner, including, without limitation, Assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

#### **Article XV Miscellaneous Additional Provisions**

Exhibit "A" is incorporated by reference, contains the legal description of the Plat Communities and additional information applicable to the Plat Community that may be required to be included in this Declaration by Chapter 64.90 RCW or a Local Jurisdiction. Additional provisions of this Declaration, if attached as Exhibits, are incorporated by this reference. All of the rights, responsibilities, duties and restrictions described in Chapter 64.90 RCW are incorporated into this Declaration as if fully set forth herein.

## **Article XVI      Amendments**

16.1. Subsequent to Unit Conveyance. After the Conveyance of a Unit to a Person other than Declarant, amendments to this Declaration shall be made by an instrument in writing entitled "**Amendment to Declaration**" which sets forth the entire amendment. Amendments may be adopted at a meeting of the Owners if sixty-seven percent (67%) of the Owners vote for such amendment, or without any meeting if all Owners have been duly notified and sixty-seven percent (67%) of the Owners consent in writing to such amendment. In all events, the amendment when adopted shall be attested by the Secretary of the Association, who shall state whether the amendment was properly adopted, and shall be executed by the President of the Association. Amendments once properly adopted shall be effective upon Recording.

16.2. Prior to Unit Conveyance. Prior to the Conveyance of a Unit to a Person other than Declarant, Declarant shall have the right to amend this Declaration by executing and Recording the desired amendment thereto, and the Recording of such amendment shall be presumed to be valid as to anyone relying thereon in good faith.

16.3. Corrective Amendments by Declarant. Upon thirty (30) day advance notice to the Owners, Declarant may, without a vote of the Owners or approval by the Board, unilaterally adopt, execute, and record a corrective amendment or supplement to this Declaration, the Map, or the other Governing Documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, or clarify an ambiguity in the Governing Documents with respect to an objectively verifiable fact including, without limitation, recalculating the Allocated Interests, within five (5) years after the Recording or adoption of the Governing Document(s) containing or creating the mistake, inconsistency, error, or ambiguity. Any such amendment or supplement may not materially reduce what the obligations of Declarant would have been if the mistake, inconsistency, error, or ambiguity had not occurred. By way of example and not limitation, Declarant's intent with regard to this Declaration, the Map, and the other Governing Documents is that they fully comply with all requirements of the Local Jurisdiction and, as a result, Declarant shall have the authority to Record an amendment under this Section to make any changes required by the Local Jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

(MTT Dev, LLC),  
a Washington corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This record was acknowledged before me on \_\_\_\_\_, 2023 by  
\_\_\_\_\_ as \_\_\_\_\_ of (MTT Dev, LLC), a Washington  
corporation.

\_\_\_\_\_  
Notary Public in and for the State of Washington

My Commission Expires: \_\_\_\_\_



## EXHIBIT "A"

### INFORMATION SPECIFIC TO THE PLAT COMMUNITY

1. **Legal Description of property included in the Plat Community for (Meadows Edge):**

The Northeast quarter (NE ¼) of the Northeast quarter (NE ¼) of Section twelve (12), Township twenty (20) North, Range four (4) West, W.M., Mason County, Washington.

SITUATE IN THE COUNTY OF (Mason) STATE OF WASHINGTON.

2. **Reference to the Map:**

Recording Number: \_\_\_\_\_

3. **Units in Phase 1 of the Plat Community and Units in Subsequent Phases:**

Phase 1: 36 Units

Subsequent Phases: None

4. **Maximum number of Units that may be added to the Plat Community:**

None.

5. **Limited Common Elements:**

Tract A, B, C, D, E and Park

6. **Land that may be added to the Plat Community:**

None.

7. **Land that may be allocated as future Limited Common Elements:**

None.

8. **Allocated Interests:**

The common expenses of the Plat Community are allocated equally to each Unit and one vote is allocated to each Unit.

9. **Restrictions on Alienation of Units:**

None.

**EXHIBIT "B"**

**MAP PURSUANT TO RCW 64.90.245(14)**

See attached – Plat of (Meadows Edge)



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E4)

Touch Date: 02/06/2024  
Brief Date: 02/20/2024  
Action Date: 03/05/2024

Department: **Executive**  
Presented By: **Mark Ziegler**

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Mason County Garbage Proposed  
Rate Increase**

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

**-Resolution No. 1318-0224  
-Request from Mason County  
Garbage**

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

In 2017 the City entered into a 20-year agreement with Mason County Garbage Co. (Contractor) for collection and proper disposal of solid waste, recyclables, and yard waste. In addition to the term, equipment purchase, indemnification, and insurance requirements the agreement outlines the initial rates, allowable rate increases based on the annual Consumer Price Index (CPI) of Seattle-Tacoma-Bremerton and tipping fee increases annually.

Per the agreement, the annual CPI increase shall be adjusted based on the CPI for the period of October to October of the previous year at no less than 2.5% and no more than 4.5% for the first 10 years. The subsequent 10 years the increase shall be that of the CPI with no limits. Tipping fees, including landfill/disposal costs, shall be passed through to customers.

For unforeseen costs, the Contractor may apply to the City for rate adjustments to reflect unforeseen costs arising during the term of the agreement including fuel increases, tax charges, government fees and surcharges and changes in laws, rules, and regulations.

Changes in federal, state, or local laws or regulations or a continuing Force Majeure event that results in a change in circumstances or hardship for Contractor in performing this Agreement may be the subject of a request by Contractor for a rate adjustment, subject to review and approval by the City, which shall not be unreasonably withheld.

Mason County Garbage Co. has notified the City of a request to increase rates based on fuel cost increases at a rate of \$.20 per month for residential customers and \$1.63 per month for commercial customers.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The City can agree or deny Mason County Garbage Co. proposed increase.

### BUDGET/FISCAL INFORMATION:

There is a financial impact to the City and customers in the City through increased rates for service.

PUBLIC INFORMATION REQUIREMENTS:

The City has noticed the CPI increase in the newspaper of record as required by law and asked Mason County Garbage to notify each customer individually as is performed outside of the City.

STAFF RECOMMENDATION/MOTION:

Staff requests "I move to place Resolution No. 1318-0224 on the March 5 Council action agenda for further consideration".

**RESOLUTION NO. 1318-0224**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING MASON COUNTY GARBAGE CO. TO INCREASE SOLID WASTE AND RECYCLING RATES IN  
THE CITY OF SHELTON THROUGH DECEMBER 31, 2024**

**WHEREAS**, the City of Shelton (“the City”) and Mason County Garbage Co. entered into an agreement for collection and disposal of solid waste, recyclables, and yard waste in the City of Shelton on June 12, 2017; and

**WHEREAS**, Mason County Garbage Co. has proposed a rate increase based on unforeseen costs as a result of increased fuel costs due to the Washington State Climate Commitment Act; and

**WHEREAS**, the contract requires Mason County Garbage Co. to apply to the City for rate increases due to unforeseen costs;

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

The City approves the proposed increase in rates due to unforeseen costs at a rate of \$.20 for residential customers and \$1.63 for commercial customers through December 31, 2024.

**INTRODUCED** on the 20<sup>th</sup> of February 2024 and **PASSED** by the City Council at its regular meeting on the 5<sup>th</sup> of March 2024.

ATTEST:

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

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

Chad White, Site Manager  
Mason County Garbage, Inc.  
81 E Wilburs Way, Shelton, WA 98584  
Chad.White@wasteconnections.com  
360-426-8729

February 7, 2024

Mark Zieler  
City Manager  
City of Shelton, WA

Subject: Proposed Rate Increase responding to WA State's Climate Commitment Act

Dear Mr. Ziegler,

Mason County Garbage is proposing a rate increase to pass through additional fuel costs associated with Washington State's Climate Commitment Act. In January 2023, the "Climate Commitment Act" (CCA) introduced a market-based cap-and-invest program aimed at reducing greenhouse gas emissions. This initiative imposes an emissions fee, reflected as a charge at the gas pump. Mason County Garbage is notably affected by this development and to mitigate the impact of the new law, we are proposing a pass-through charge.

The fee is determined by multiplying the additional cost per gallon of fuel by the quantity of diesel gallons utilized in servicing City of Shelton customers. The additional cost per gallon for 2023 equated to \$.58 per gallon at the pump. Subsequently, we allocate this supplementary expenditure among residential and commercial customers according to the frequency of service. Moving forward, we would adjust this service charge annually based on the change in the average cost per gallon of the carbon fee.

I would like to express my gratitude for your consideration of the concerns raised regarding the proposed price increase. Your attention to these matters is sincerely appreciated.

**CCA Pass Through Fee**

Residential Increase Per Month	\$0.20
Commercial Increase Per Month	\$1.63

Sincerely,



Chad White



**CITY OF SHELTON  
COUNCIL BRIEFING REQUEST  
(Agenda Item E5)**

Touch Date: 02/06/2024  
Brief Date: 02/20/2024  
Action Date: 03/05/2024

Department: **Executive**  
Presented By: **Mark Ziegler**

**APPROVED FOR COUNCIL PACKET:**

Action Requested:

**ROUTE TO:**

**REVIEWED:**

**PROGRAM/PROJECT TITLE:**

**Memorandum of Understanding  
with Mason County for .09  
Funds**

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

**ATTACHMENTS:**

**Resolution No. 1319-0224  
Memorandum of Understanding**

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

RCW 82.14.370 provides rural counties the authority to impose up to .09 percent sales and use tax for the purpose of financing public facilities serving economic development purposes. The city requested \$125,000 in .09 funds from Mason County for support of the satellite wastewater treatment plant headworks upgrades for the 2024 fiscal year.

The attached memorandum of understanding memorializes the commitment of funds for the project.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:**

The satellite wastewater treatment plant headworks project budget is \$3,265,000.

**PUBLIC INFORMATION REQUIREMENTS:**

N/A

**STAFF RECOMMENDATION/MOTION:**

Staff requests "I move to place Resolution No. 1319-0224 on the March 5 Council action agenda".

**RESOLUTION NO. 1319-0224**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH MASON  
COUNTY FOR RURAL COUNTY .09 SALES TAX FUNDS IN THE AMOUNT OF \$125,000**

**WHEREAS**, RCW 82.14.370 provides rural counties the authority to impose up to .09 percent sales and use tax for the purpose of financing public facilities serving economic development purposes; and

**WHEREAS**, the City of Shelton (“the City”) requested Rural County .09 Sales Tax funds from Mason County for support of the satellite wastewater treatment plant headworks upgrades; and

**WHEREAS**, Mason County has authorized \$125,000 from Rural County .09 funds to the City for support of the satellite wastewater treatment plant headworks upgrades; and

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

1. The City Manager is authorized to sign the Memorandum of Understanding with Mason County for Rural County .09 Sales Tax Funds to support the satellite wastewater treatment plant headworks upgrades project in the amount of \$125,000.

**INTRODUCED** on the 20<sup>th</sup> of February 2024 and **PASSED** by the City Council at its regular meeting on the 5<sup>th</sup> of March 2024.

ATTEST:

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

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



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**MASON COUNTY**

**and City of Shelton**

**To provide funding from the Rural County .09 Sales Tax Fund (#103) to support  
The City of Shelton's Satellite Wastewater Treatment Plant Headworks Upgrades Project**

- 1. Purpose.** This agreement is between the Mason County (County) and City of Shelton (City) to provide up to \$125,000 in funding from the Rural County .09 Sales Tax Fund (#103).
- 2. Recitals.**
  - a) Funds for this Memorandum of Understanding (MOU) are provided as allowed in RCW 82.14.370 sales and use tax for public facilities in rural counties.
  - b) The City of Shelton submitted a request for \$125,000 from the .09 Rural County Sales & Use Tax Fund (#103) to construct upgrades to the headworks at the City's Satellite Wastewater Treatment Plant near Sanderson Field.
  - c) The 2023-2024 Comprehensive Economic Development Strategy (CEDS) project list was amended to include this project.
- 3. Agreement.** The parties hereto mutually agree to the following understanding:
  - a) The City will provide a budget by expense category totaling \$125,000 for the 2024 one-year contract to Mason County within 15 days of contract execution.
  - b) The City will be responsible for completing the work on this project and will submit eligible invoices to the County for reimbursement. Costs incurred by the City prior to or after the term of this MOU shall be incurred at the expense of the City and are not compensable under this MOU.
  - c) The City will maintain complete financial records relating to this agreement. All records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be open for audit or inspection by the County or by any duly authorized audit representative of the State of Washington for a period of at least three years after the contract term. If any such audit identifies discrepancies in the financial records, the City shall provide clarification and/or make adjustments accordingly.
  - d) The County will make payment to the City within 30 days of the receipt of eligible invoices.
- 4. Term:** The term for this MOU is January 1, 2024 and ends December 31, 2024.
- 5. Compensation:** MOU total value is not to exceed \$125,000.
- 6. Administration of Contract:**

County hereby appoints, and the City hereby accepts, the Mason County Board of County Commissioners Chair or designee, as County's representative, for the purposes of administering the provisions of this agreement, including County's right to receive and act on all reports and documents, and any auditing performed by the County related to this agreement.

The County's representative for purposes of this MOU is:

Randy Neatherlin

County Commissioner Chair

Mason County

411 N 5<sup>th</sup> Street

Shelton, WA 98584

Phone: 360-427-9670

Email: [randyn@masoncountywa.gov](mailto:randyn@masoncountywa.gov)

City's Primary Contact Information:

Mark Ziegler

City Manager

City of Shelton

525 W Cota Street

Shelton, WA 98584

Phone: 360-432-5194

Email: [mark.ziegler@sheltonwa.gov](mailto:mark.ziegler@sheltonwa.gov)

**CITY OF SHELTON**

**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

\_\_\_\_\_  
Mark Ziegler, City Manager

\_\_\_\_\_  
Randy Neatherlin, Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tim Whitehead, Chief DPA





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E6)

Touch Date: 01/16/2024  
Brief Date: 02/20/2024  
Action Date: 03/05/2024

Department: Parks, Recreation & Facilities  
Presented By: Jordanne Krumpols

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Parks and Recreation Advisory  
Committee Appointment**

☐

Ordinance

☐

Resolution

#### ATTACHMENTS:

**Letter of Interest**

☒

Motion

☐

Other

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

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

The Parks and Recreation Citizen Advisory Committee currently has one open position to be filled. Tasks that the Committee is responsible for include advising the Council on future parks and recreational resources, making recommendations on park use and regulations, serving as a liaison to the community, and assisting in comprehensive planning efforts.

Staff has advertised the opening through local media and the City's media outlets. Kathy McDowell has submitted a letter of interest to fill the open position. She would be committing to an incomplete term that ends on December 31, 2024.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to forward the appointment of Kathy McDowell to the Parks and Recreation Citizen Advisory Committee to the March 5, 2024 action agenda for further consideration."

To Whom It May Concern,

I, Kathy McSowell am interested in serving on the Parks Board for Shelton WA.

I am excited to see the parks developing in our city. Parks are a vital part of the health of our city.

Thank-you

Kathy McSowell





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

Touch Date: 01/04/2024  
Brief Date: 02/20/2024  
Action Date: 02/20/2024

Department: Parks, Recreation & Facilities  
Presented By: Jordanne Krumpols

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

PROGRAM/PROJECT TITLE:  
**Rotating Art Gallery**

ATTACHMENTS:  
**Copies of the chosen art**

☐ Ordinance

☐ Resolution

☒ Motion

☐ Other

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

The Shelton Arts Commission is recommending the latest installation of the civic center rotating art gallery project. As approved by the City Council, the civic center rotating art gallery policy and procedure has been followed with the following tasks:

1. Call for Artist – The call for artists were distributed to local artists through press releases, art organizations, and galleries. The deadline for artist submittals was February 2, 2024. Five artists submitted proposals for the gallery.
2. The Shelton Arts Commission met on February 6, 2024 to jury the submittals.
3. On February 20, 2024 the Shelton Arts Commission is presenting the recommended art to the City Council for approval. Upon approval, the art will be installed on March 5, 2024 and in place through May 31, 2024.

The selected artists and work include:

ARTIST	MEDIUM	TITLES
Elizabeth Jacobsen	Digital Photography	Caroline Clover, Florence Forgot-Me-Not, Rebecca Rose
Joanne Dour	Oil	Sailing the Puget Sound, Beach at Larrabee State Park, Beach at Penrose State Park
Lance Griffith	Oil on Canvas	Bear Totem, Chief High Bear, Smiles a Lot
Renee Matter	Colored Pencil	Blue Venezia, Dead Plants Society, Stoned, Veil of Black

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

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

**Elizabeth Jacobsen**



Caroline Clover





Florence Forget-Me-Not



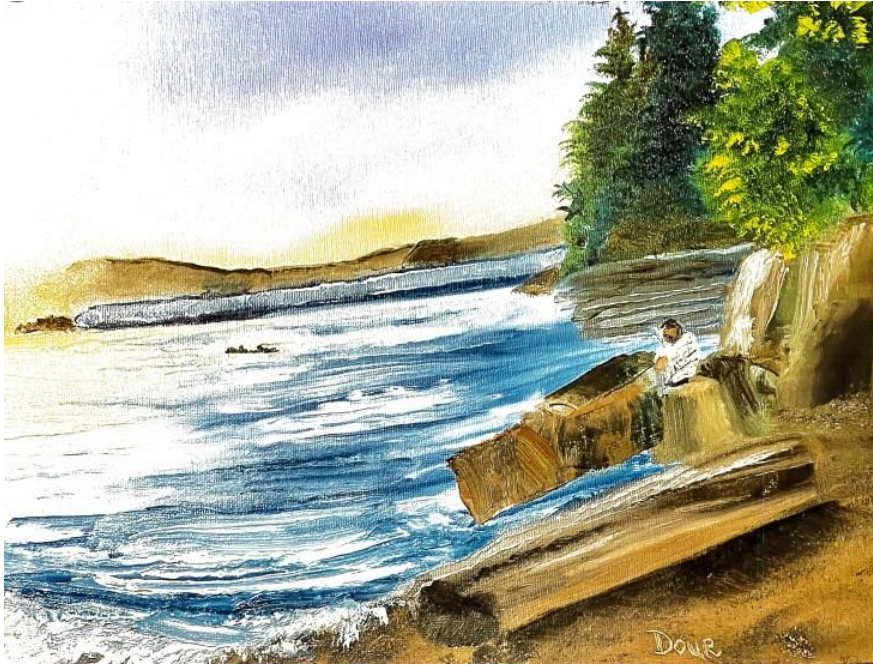
Rebecca Rose

**Joanne Dour**



Sailing the Puget Sound



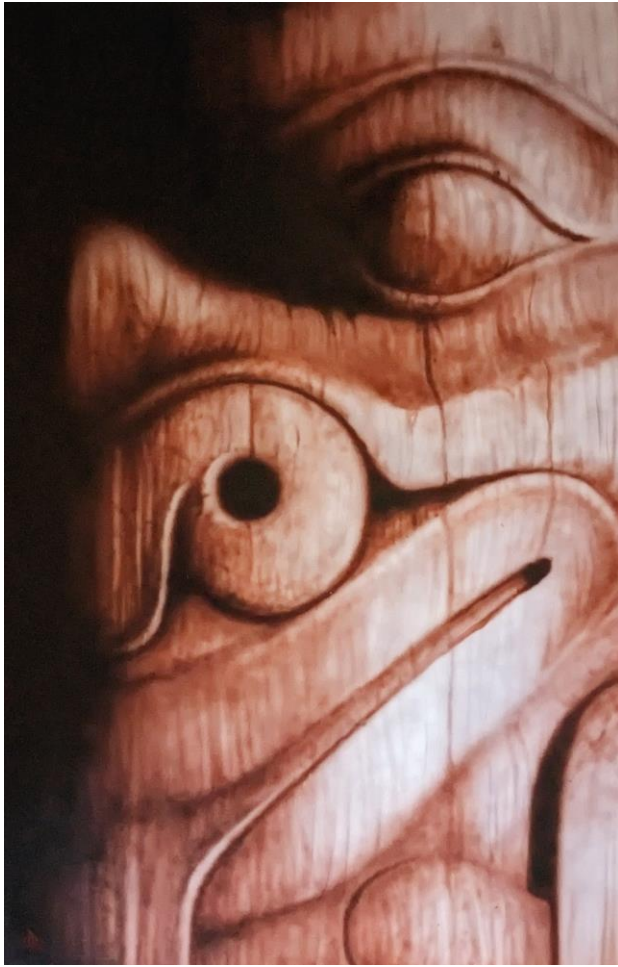


The Beach at Larrabee State Park



The Beach at Penrose Point State Park

## Lance Griffith



Bear Totem





Chief High Bear



Smiles a Lot – The First Rays of Sunshine

## Renee Matter



Blue Venezia



Dead Plants Society





Stoned



Veil of Black



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

Touch Date: 01/16/2024  
Brief Date: 02/06/2024  
Action Date: 02/20/2024

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

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

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

#### REVIEWED:

J.O.H  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROGRAM/PROJECT TITLE:  
**General Facility Charge Code &  
Policy Updates**

#### ATTACHMENTS:

1. **Ordinance No. 2019-0124**
2. **Ordinance No. 2019-0124 with  
changes**
3. **Policy No. 1000-03R General  
Facilities Charges**
4. **Master Fee Schedule w/GFC  
Rates**

#### Action Requested:

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

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

General facilities charges are one-time charges for new developments for capacity improvements to the system for new users and are not ongoing rates. Properties which are already developed do not pay general facilities charges unless they "redevelop". General facilities charges are for capital infrastructure capacity projects only, in both their calculation and in their use. General facilities charge rates may include costs for both future system capacity projects and reimbursement for prior/completed system capacity improvement projects.

In March of 2004, the City Commission adopted sewer and water system general facility charges (GFCs) that are paid by new development or redevelopment in the city, and stormwater GFCs were adopted by the City Council in 2021.

General Facility Charge rates are charged to new developments to pay for system capacity impacts to the water, sewer, or stormwater systems. The system capacity improvement projects and costs for improvements are included in the 2023 water, 2023 sewer, and 2007 stormwater Comprehensive Plans. FCS Group calculated the water and sewer GFC rates in the 2023 water rate study project and the stormwater GFC rates in the 2021 stormwater rate study. The current GFC rates are shown in the attached 2024 Master Fee Schedule.

Sections of the Municipal Code are proposed to be updated for each utility to have consistent language regarding GFCs. The GFC internal policy and procedure was also updated to include a methodology and process to credit GFCs to developments that complete identified capacity improvement projects.

City staff is currently working on reducing the backlog of system capacity improvement projects, with a future goal of completing needed capacity improvement projects prior to development occurring that trigger the need for additional system capacity.

### ANALYSIS/OPTIONS/ALTERNATIVES:

GFCs are an important funding source to complete system improvements for new developments in the City. Without GFCs, the existing rate payers would need to fund improvements for future users of the utility systems.



BUDGET/FISCAL INFORMATION:

The proposed ordinance and policy changes do not have a budget impact on the City.

PUBLIC INFORMATION REQUIREMENTS:

All documents associated with this project are available upon request from the City's Public Works Dept.

STAFF RECOMMENDATION/MOTION:

"I move to adopt Ordinance No. 2019-0124 as presented."

**ORDINANCE NO. 2019-0124**

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING SECTIONS 13.04.220, 14.12.010, AND 16.06.040 OF THE SHELTON MUNICIPAL CODE AND ADDING A NEW SECTION 15.28.150 RELATING TO GENERAL FACILITIES CHARGES FOR STORMWATER, WATER, SEWER, AND RECLAIMED WATER SERVICES**

WHEREAS, Washington State law (RCW 35.92.025) authorizes public utility service providers, including cities, to collect a general facilities charge (GFC) at the time of connection to water, sewer, stormwater, and reclaimed water services; and

WHEREAS, GFCs are intended to compensate for new customers' equitable share of the system cost; and

WHEREAS, collecting a GFC keeps utility rates lower for existing customers by funding expansion of utility systems needed to serve new growth; and

WHEREAS, the City Council previously adopted GFCs for stormwater, water, sewer, and reclaimed water services, based on a rate study conducted by a qualified consultant; and

WHEREAS, current GFC rates are included in the City's Master Fee Schedule; and

WHEREAS, the City Council adopted a GFC policy via motion; however, that policy is in need of revisions and is not transparent or user-friendly for customers; and

WHEREAS, the City Council wishes to amend the relevant provisions of the Shelton Municipal Code pertaining to GFCs, to make the basis of the charge, and the process for collecting it, clearer for customers.

NOW, THEREFORE, the City Council of the City of Shelton ordains as follows:

**Section 1.** Shelton Municipal Code Stormwater Section 13.04.220 is amended as follows:

**13.04.220 General facilities charges (GFCs).**

A. No building permit, land use approval, short subdivision or subdivision approval, or any other permit allowing development within the city shall be granted except upon payment of the stormwater general facilities charge (GFC) for each new customer's equitable share of the system under RCW 35.92.025. The GFC shall be adopted by the Council based on a professional rate study conducted by a qualified consultant and may be amended as necessary. The annual GFC rate shall be included within the master fee schedule and will be calculated as a dollar amount per ESU. The stormwater GFC shall be subject to an adjustment equal to the average annual percentage increase provided in the Engineering News Record (ENR) 20-Cities Construction Cost Index, using an October through September average increase to establish the adjusted rate(s); the fee shall not, in any case, decrease. The adjusted rate will automatically be effective January 1st of each year. All development, which includes redevelopment, in the city that increases impervious surfaces will be assessed a GFC. Any development in the UGA that discharges into the City stormwater system shall pay the City stormwater GFC.

B. GFCs do not include permit fees, application fees, administrative fees, or any other charge, fee, or tax imposed or required by the Shelton Municipal Code or any other entity.

C. Assessment of stormwater general facilities charges are as follows:

1. New single-family detached dwelling units shall be assessed a GFC of one ESU, regardless of impervious square footage area.
2. New residential duplexes shall be assessed a GFC of two ESUs, regardless of impervious square footage area.
3. For all other development, ESUs, or fractions thereof rounded to the nearest tenth, will be based on the total increase in impervious square footage area. The total increase in square footage of impervious surface area will be identified as shown on the engineering division-approved site plans.

D. GFCs shall be paid upon the city's issuance of the public works engineering division stormwater connection permit (utility application) at the rate in effect at the time of issuance.

If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, upon the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A system improvement is considered qualified when it is identified as a capacity improvement on the current Comprehensive or 6-year Capital Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developer's option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

E. The City Manager or designee may adopt policies as necessary to administer this Section.

**Section 2.** Shelton Municipal Code Sewer Section 14.12.010 is amended to read as follows:

**14.12.010 Connections made by authorized representatives—Connection and general facilities charges - Credits.**

A. No person other than authorized personnel of the city, or a properly permitted, licensed, and bonded contractor who is approved by the city, shall make any connection to or opening into, use, alter, or disturb any part of the city sewer system or appurtenance thereto without the express consent of the city.

B. All charges incurred in establishing a connection to the city's sewer system shall be at the sole expense of the applicant.

C. The City shall collect a general facilities charge (GFC) for each new customer's equitable share of the system cost under RCW 35.92.025. The GFC shall be adopted by the Council based on a professional rate study conducted by a qualified consultant and may be amended by the Council, as necessary. The GFC shall be subject to an adjustment equal to the average annual percentage increase provided in the Engineering News Record (ENR) 20-Cities Construction Cost Index, using an October through September average increase to establish the adjusted

rate(s); the fee shall not, in any case, decrease. The adjusted rate will automatically be effective January 1st of each year.

D. GFC charges shall be paid prior to the City's issuance of the approved Utility Permit Application, under the fee schedule that is in effect at the time of issuance. GFCs for sewer will not be charged for new connections on properties previously connected to City sewer after March 1, 2004, provided that the water service requested is not larger than the previous service. If the water meter size increases, the applicant will be required to pay the difference between the applicable sewer GFC for the water meter size requested and the sewer GFC charge for the existing water meter size.

E. If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, at the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A public improvement is considered a qualified system improvement when it is identified as a capacity improvement on the current Comprehensive or 6-year Capital Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developers' option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

F. The City Manager or designee may adopt policies as necessary to administer this Section.

**Section 3.** A new water Section 15.28.150, General Facilities Charge, is added to the Shelton Municipal Code, to read as follows:

A. The City shall collect a general facilities charge (GFC) for each new customer's equitable share of the system cost under RCW 35.92.025. The GFC shall be adopted by the Council based on a professional rate study conducted by a qualified consultant and may be amended by the council as necessary. The GFC shall be subject to an adjustment equal to the average annual percentage increase provided in the Engineering News Record (ENR) 20-Cities Construction Cost Index, using an October through September average increase to establish the adjusted rate(s); the fee shall not, in any case, decrease. The adjusted rate will automatically be effective January 1st of each year.

B. GFCs for water will not be charged for new connections on properties previously connected to City water after March 1, 2004, provided that the service requested is not larger than the previous service. If the meter size increases, the applicant will be required to pay the difference between the applicable GFC for the meter size requested and the GFC charge for the existing meter size.

C. GFC charges shall be paid prior to the City's issuance of the approved Utility Permit Application, under the fee schedule that is in effect at the time of issuance.

D. If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, upon the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A public improvement is considered a qualified system improvement when it is identified as a capacity improvement project on the current Comprehensive or 6-year Capital

Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developer's option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

E. The City Manager or designee may adopt policies as necessary to administer this Section.

**Section 4.** Shelton Municipal Code Reclaimed Water Section 16.06.040 is amended as follows:

**16.06.040 Connections – General Facilities Charge.**

A. The user shall be solely responsible for all costs of establishing the connection to the city's reclaimed water facilities, including a charge for a meter as set forth in the adopted city fee schedule, the General Facilities Charge (GFC), and a charge for inspection of the service connection.

B. All connections are subject to inspection and shall conform to the city's public works standards and plumbing codes.

C. Valves and customer-owned equipment are not permitted to be installed within the city's reclaimed water system.

D. The City shall collect a general facilities charge (GFC) for each new customer's equitable share of the system cost under RCW 35.92.025. The GFC shall be adopted by the Council based on a professional rate study conducted by a qualified consultant and may be amended by the council as necessary. The GFC shall be subject to an adjustment equal to the average annual percentage increase provided in the Engineering News Record (ENR) 20-Cities Construction Cost Index, using an October through September average increase to establish the adjusted rate(s); the fee shall not, in any case, decrease. The adjusted rate will automatically be effective January 1st of each year.

E. GFC charges shall be paid prior to the City's issuance of the approved Utility Permit Application, under the fee schedule that is in effect at the time of issuance.

F. If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, upon the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A public improvement is considered a qualified system improvement when it is identified as a capacity improvement project on the current Comprehensive or 6-year Capital Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developer's option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

G. The City Manager or designee may adopt policies as necessary to administer this Section.

**Section 5. Effective Date.** This Ordinance shall take effect five days after its passage and publication.

INTRODUCED the 6<sup>th</sup> day of February 2024.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 20<sup>th</sup> day of February 2024.

AUTHENTICATED:

\_\_\_\_\_  
Eric Onisko, Mayor

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

## ORDINANCE NO 2019-0124

### AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING SECTIONS 13.04.220, 14.12.010, AND 16.06.040 OF THE SHELTON MUNICIPAL CODE AND ADDING A NEW SECTION 15.28.150 RELATING TO GENERAL FACILITIES CHARGES FOR STORMWATER, WATER, SEWER, AND RECLAIMED WATER SERVICES

WHEREAS, Washington State law (RCW 35.92.025) authorizes public utility service providers, including cities, to collect a general facilities charge (GFC) at the time of connection to water, sewer, stormwater, and reclaimed water services; and

WHEREAS, GFCs are intended to compensate for new customers' equitable share of the system cost; and

WHEREAS, collecting a GFC keeps utility rates lower for existing customers by funding expansion of utility systems needed to serve new growth; and

WHEREAS, the City Council previously adopted GFCs for stormwater, water, sewer, and reclaimed water services, based on a rate study conducted by a qualified consultant; and

WHEREAS, current GFC rates are included in the City's Master Fee Schedule; and

WHEREAS, the City Council adopted a GFC policy via motion; however, that policy is in need of revisions and is not transparent or user-friendly for customers; and

WHEREAS, the City Council wishes to amend the relevant provisions of the Shelton Municipal Code pertaining to GFCs, to make the basis of the charge, and the process for collecting it, clearer for customers.

NOW, THEREFORE, the City Council of the City of Shelton ordains as follows:

**Section 1.** Shelton Municipal Code Stormwater Section 13.04.220 is amended as follows:

#### **13.04.220 General facilities charges (GFCs).**

A. No building permit, land use approval, short subdivision or subdivision approval, or any other permit allowing development within the city shall be granted except upon payment of the stormwater general facilities charge (GFC) for each new customer's equitable share of the system under RCW 35.92.025. The GFC shall be adopted by the Council based on a professional rate study conducted by a qualified consultant and may be amended as necessary. The annual GFC rate shall be included within the master fee schedule and will be calculated as a dollar amount per ESU. The stormwater GFC shall be subject to an adjustment equal to the average annual percentage increase provided in the Engineering News Record (ENR) 20-Cities Construction Cost Index, using an October through September average increase to establish the adjusted rate(s); the fee shall not, in any case, decrease. The adjusted rate will automatically be effective January 1st of each year. All development, which includes redevelopment, in the city that increases impervious surfaces will be assessed a GFC. Any development in the UGA that discharges into the City stormwater system shall pay the City stormwater GFC.

B. GFCs do not include permit fees, application fees, administrative fees, or any other charge, fee, or tax imposed or required by the Shelton Municipal Code or any other entity.

C. Assessment of stormwater general facilities charges are as follows:

1. New single-family detached dwelling units shall be assessed a GFC of one ESU, regardless of impervious square footage area.
2. New residential duplexes shall be assessed a GFC of two ESUs, regardless of impervious square footage area.
3. For all other development, ESUs, or fractions thereof rounded to the nearest tenth, will be based on the total increase in impervious square footage area. The total increase in square footage of impervious surface area will be identified as shown on the engineering division-approved site plans.

D. GFCs shall be paid upon the city's issuance of the public works engineering division stormwater connection permit (utility application) at the rate in effect at the time of issuance.

If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, upon the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A system improvement is considered qualified when it is identified as a capacity improvement on the current Comprehensive or 6-year Capital Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developer's option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

E. The City Manager or designee may adopt policies as necessary to administer this Section.

**Section 2.** Shelton Municipal Code Sewer Section 14.12.010 is amended to read as follows:

**14.12.010 Connections made by authorized representatives—Connection and general facilities charges - Credits.**

A. No person other than authorized personnel of the city, or a properly permitted, licensed and bonded contractor who is approved by the city, shall make any connection to or opening into, use, alter, or disturb any part of the city sewer system or appurtenance thereto without the express consent of the city.

B. All charges incurred in establishing a connection to the city's sewer system shall be at the sole expense of the applicant.

C. ~~The charges for connection to the city's sewer system shall be as established by the city council and may be amended by the council from time to time, as necessary.~~ The City shall collect a general facilities charge (GFC) for each new customer's equitable share of the system cost under RCW 35.92.025. The GFC shall be adopted by the Council based on a professional rate study conducted by a qualified consultant and may be amended by the Council, as necessary. The GFC shall be subject to an adjustment equal to the average annual percentage increase provided in the



Engineering News Record (ENR) 20-Cities Construction Cost Index, using an October through September average increase to establish the adjusted rate(s); the fee shall not, in any case, decrease. The adjusted rate will automatically be effective January 1st of each year.

D. GFC charges shall be paid prior to the City's issuance of the approved Utility Permit Application, under the fee schedule that is in effect at the time of issuance. . GFCs for sewer will not be charged for new connections on properties previously connected to City sewer after March 1, 2004, provided that the water service requested is not larger than the previous service. If the water meter size increases, the applicant will be required to pay the difference between the applicable sewer GFC for the water meter size requested and the sewer GFC charge for the existing water meter size.

E. If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, at the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A public improvement is considered a qualified system improvement when it is identified as a capacity improvement on the current Comprehensive or 6-year Capital Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developers' option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

F. The City Manager or designee may adopt policies as necessary to administer this Section.

**Section 3.** A new water Section 15.28.150, General Facilities Charge, is added to the Shelton Municipal Code, to read as follows:

A. The City shall collect a general facilities charge (GFC) for each new customer's equitable share of the system cost under RCW 35.92.025. The GFC shall be adopted by the Council based on a professional rate study conducted by a qualified consultant and may be amended by the council as necessary. The GFC shall be subject to an adjustment equal to the average annual percentage increase provided in the Engineering News Record (ENR) 20-Cities Construction Cost Index, using an October through September average increase to establish the adjusted rate(s); the fee shall not, in any case, decrease. The adjusted rate will automatically be effective January 1st of each year.

B. GFCs for water will not be charged for new connections on properties previously connected to City water after March 1, 2004, provided that the service requested is not larger than the previous service. If the meter size increases, the applicant will be required to pay the difference between the applicable GFC for the meter size requested and the GFC charge for the existing meter size.

C. GFC charges shall be paid prior to the City's issuance of the approved Utility Permit Application, under the fee schedule that is in effect at the time of issuance.

D. If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, upon the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A public improvement is considered a qualified system improvement when it is

identified as a capacity improvement project on the current Comprehensive or 6-year Capital Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developer's option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

E. The City Manager or designee may adopt policies as necessary to administer this Section.

**Section 4.** Shelton Municipal Code Reclaimed Water Section 16.06.040 is amended as follows:

**16.06.040 Connections – General Facilities Charge.**

A. The user shall be solely responsible for all costs of establishing the connection to the city's reclaimed water facilities, including a charge for a meter as set forth in the adopted city fee schedule, the General Facilities Charge (GFC), and a charge for inspection of the service connection.

B. All connections are subject to inspection and shall conform to the city's public works standards and plumbing codes.

C. Valves and customer-owned equipment are not permitted to be installed within the city's reclaimed water system.

D. The City shall collect a general facilities charge (GFC) for each new customer's equitable share of the system cost under RCW 35.92.025. The GFC shall be adopted by the Council based on a professional rate study conducted by a qualified consultant and may be amended by the council as necessary. The GFC shall be subject to an adjustment equal to the average annual percentage increase provided in the Engineering News Record (ENR) 20-Cities Construction Cost Index, using an October through September average increase to establish the adjusted rate(s); the fee shall not, in any case, decrease. The adjusted rate will automatically be effective January 1st of each year.

E. GFC charges shall be paid prior to the City's issuance of the approved Utility Permit Application, under the fee schedule that is in effect at the time of issuance.

F. If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, upon the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A public improvement is considered a qualified system improvement when it is identified as a capacity improvement project on the current Comprehensive or 6-year Capital Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developer's option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

G. The City Manager or designee may adopt policies as necessary to administer this Section.



## POLICY AND PROCEDURE

<b>SUBJECT:</b> General Facilities Charges	<b>GROUP:</b> Public Works	<b>POLICY NO:</b> 1000-03R
<b>EFFECTIVE DATE:</b> February 20, 2024	<b>SUPERSEDES:</b> 1000-02R January 1, 2021	
<b>PREPARED BY:</b> Jay Harris	<b>APPROVED BY:</b> Mark Ziegler	

### 1.0 PURPOSE:

The purpose of this Policy is to establish guidelines for assessing and collecting sewer, reclaimed water, water, and stormwater General Facilities Charges (GFCs).

### 2.0 DEPARTMENTS AFFECTED:

Public Works, Community Development, Finance

### 3.0 REFERENCES:

*Shelton Municipal Code Chapter 13 titled Stormwater, or the applicable section if hereafter amended.*

*Shelton Municipal Code Chapter 14 titled Sewers, or the applicable section if hereafter amended.*

*Shelton Municipal Code Chapter 15 titled Water, or the applicable section if hereafter amended.*

*Shelton Municipal Code Chapter 16 titled Reclaimed Water, or the applicable section if hereafter amended.*

*Resolution No. 826-0104 dated March 1, 2004, declaring that all water and sewer GFC's shall be used solely to increase system capacity.*

*Latest Council adopted Resolution of the Master Fee Schedule.*

### 4.0 DEFINITION:

*General Facilities Charge (GFC)* – *A charge assessed to impose a portion of the public cost of capital improvements upon those developments that create a need for or increase the demands on the City facilities, including within the boundaries of the City Urban Growth Area (UGA).*

## **5.0 PROCEDURE:**

**5.1** City Responsibility – The Director of Public Works, or their designee, is responsible for assessing the charges for GFCs, and the Director of Financial Services is authorized to collect and administer the funds. The City Manager may assign other personnel as needed to implement the provisions of this policy.

## **5.2** Applicability

- A. GFCs for sewer, water, reclaimed water, and stormwater shall be assessed per the prior referenced sections of the Shelton Municipal Code, and the latest City Council adopted Master Fee Schedule.
- B. Sewer, water, and reclaimed water GFCs are based on the size of the water meter(s) for each utility. Separate fire service water lines will not be assessed a GFC.
- C. Stormwater GFCs are based on the number of Equivalent Service Units ESUs of impervious square feet (isf), (2,900 isf = 1 ESU). New single-family detached dwelling units will be assessed 1 ESU, new residential duplexes will be assessed 2 ESUs, all other development will be based on the number of ESUs, rounded to the nearest tenth, of increased impervious square footage area.
- D. GFCs for water will not be charged to lots previously connected to City water after March 1, 2004, provided that the service requested is not larger than the previous service. A water service connection is defined in Shelton Municipal Code 15.04.240, and 15.12.060. If the meter size increases, the applicant will be required to pay the difference between the applicable GFC for the meter size requested and the GFC charge for the existing meter size.
- E. GFCs for sewer will not be charged to lots previously connected to City sewer after March 1, 2004, provided that the water service requested is not larger than the previous service. A sewer service connection is defined in Shelton Municipal Code Sections 14.04.040 and 14.12.010 to 14.12.170. If the water meter size increases, the applicant will be required to pay the difference between the applicable sewer GFC for the water meter size requested and the sewer GFC of the existing water meter.
- F. The City's Utility Billing files and a record of previous payments will determine if there has been an active water and/or sewer service. The City's Address Files and field investigation may also be used as resources to determine whether a previous service existed. Based on the findings, the City will make a final and binding decision regarding whether a previous service existed, the size of the meter, and determine when the water service was last active.

## **5.3** Assessment Procedures

- A. GFCs shall be paid upon the City's issuance of the public works engineering division stormwater, sewer, water, and/or reclaimed water connection permit(s) (utility application(s)) at the rate in effect at the time of issuance.
- B. Any major alterations to building permit submittals that increase the sizing of water and/or sewer services or increase the impervious surface area for a development or redevelopment site will require adjustment to the GFCs

charged. The revised charges will be based on the adopted Master Fee Schedule at the time of the permit issuance.

- C. Revenue from GFCs will be held in reserve within both the Water and Sewer funds. The GFC revenue will be designated for capital construction projects that provide system capacity. The City Financial Services Department will track both the Water and Sewer GFC expenditures, revenues, reserves, and any required annual reporting.
- D. The Stormwater GFC will be held in a reserve within the Storm fund and the revenue will be designated for capital construction projects.
- E. The Reclaimed Water GFC will be held in a reserve within the Sewer fund and the revenue will be designated for capital construction projects.

#### **5.4 GFC Credit Methodology for Water, Sewer, Stormwater, and Reclaimed Water GFCs**

- A. If an applicant, as a condition of development approval, is required to build a qualified system improvement to serve the development project, a GFC credit shall be given, upon the applicant's request, for the cost of the improvement, not to exceed the total amount of GFCs that would otherwise be due. A public improvement is considered a qualified system improvement when it is identified as a capacity improvement project on the current Comprehensive or 6-year Capital Improvement Plan. Credits may be given in lieu of or in addition to a utility latecomer agreement under Chap. 35.91 RCW, at the developer's option. Additional credits may be considered in the context of a development agreement under Chap. 36.70B RCW.

*Example: 200 lot subdivision requests a GFC credit for a recently completed offsite waterline extension with a final cost of \$1.5 million dollars, and the current GFC in the Master Fee Schedule is \$3,000 per lot. The credit issued by the City will not exceed 200 lots x \$3,000 per lot, or \$600,000.*

- B. The applicant shall have the burden of demonstrating that a particular improvement qualifies for credit under this subsection. This will include the following:
  - 1. Submission of a completed Preliminary GFC credit application form for each GFC credit requested with the first civil construction plan review application with the City.
  - 2. The application shall include engineered stamped written report(s), exhibits of applicable Civil design plans/profiles, basin maps, capacity analysis, a line-item engineer's construction cost estimate, and other applicable items as determined by the City Engineer.
  - 3. The preliminary application is reviewed by the City Engineer and preliminary approval is issued by the City Engineer, Public Works Director, Community Development Director, and City Manager, concurrent with the issuance of the final approved Civil Plans and construction permit(s) for the project.
- C. The request for Final GFC credit(s) shall be filed in writing by the applicant using the City Final GFC Credit Application Form, no later than 60 days after acceptance of the improvement by the City. Final GFC credits issued by the City shall be based on the final/actual construction costs, as identified on an

updated line-item cost estimate. Engineering, surveying, inspection, construction management, testing, outside consultant, and overhead costs shall be included in the final cost estimate and shall not exceed 10% of the final construction costs. Once the final GFC credit application is approved by the City, a GFC credit voucher is forwarded to the City Building Department for attachment to eligible lots in the City permitting system.

- D. Credits shall not be transferable from one type of General Facilities Charge to another or transferred between separate development projects.
- E. The applicant or successor shall have responsibility for claiming credits as the development progresses. Credits shall be used within ten years from the date the credit is given. The City shall not refund unused or expired credits.



**City of Shelton**  
**525 Cota Street**  
**Shelton, Washington 98584**  
**Master Fee Schedule-effective January 1, 2024**  
**RESOLUTION NO. 1294-0923**

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## **Public Works – Engineering and Permitting**

### **Stormwater**

#### **Stormwater Monthly Charges**

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

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

### **Stormwater GFC-**

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

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

Class of Service	Unit: \$529.19 per ESU
Single-Family	1 ESU
Duplex	2 ESUs
All Other Developed Parcels	Per ESU rounded to the nearest tenth

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

Illicit Connection Civil Penalty - \$150 per incident, per day that the illicit connection remains (SMC 13.02.120 (C)).

### **Sewer**

#### **Sewer Service Monthly Charges –**





Monthly Sewer Rates	2023	2024	2025	2026
<b>Schedule 1: Single-family residential and duplex</b>				
A. Basic Charge (per meter)	\$54.14	\$56.58	\$59.12	\$61.78
B. Consumption Charge (per cubic foot)	\$0.1084	\$0.1133	\$0.1184	\$0.1237
<b>Schedule 2: Single-family residential and duplex without water service</b>				
Flat Monthly Rate (per customer)	\$138.99	\$145.24	\$151.78	\$158.61
<b>Schedule 3: Triplex, multifamily, mobile home and trailer parks</b>				
A. Basic Charge (per dwelling unit)	\$54.14	\$56.58	\$59.12	\$61.78
B. Consumption Charge (per cubic foot over 460 c.f. per unit)	\$0.1170	\$0.1223	\$0.1278	\$0.1335
<b>Schedule 4: Commercial</b>				
A. Monthly Base Charge based on consumption (per account):				
0 - 1,000 cubic feet	\$65.60	\$68.55	\$71.64	\$74.86
1,001 cubic feet - 2,000 cubic feet	\$98.12	\$102.54	\$107.15	\$111.97
2,000+ cubic feet	\$136.12	\$142.25	\$148.65	\$155.34
B. Consumption Charge (per cubic foot)	\$0.1172	\$0.1225	\$0.1280	\$0.1337
<b>Schedule 5: Hotel/Motel</b>				
A. Basic Charge (per unit)	\$9.92	\$10.37	\$10.83	\$11.32
B. Consumption Charge (per cubic foot over 84 c.f. per unit)	\$0.1172	\$0.1225	\$0.1280	\$0.1337
<b>Schedule 6: Industrial</b>	Case by case basis.			
<b>Schedule 7: Regional Plan Partners</b>	Based on agreements.			

c.f. = cubic foot

### Sewer Connection GFC

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

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

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$8,000.00
1"	2.50	\$20,000.00
1.5"	5.00	\$40,000.00
2"	8.00	\$64,000.00
3"	16.00	\$128,000.00
4"	25.00	\$200,000.00
6"	50.00	\$400,000.00
8"	80.00	\$640,000.00

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



### Biosolids

Class A Biosolids Fertilizer, per bag	Fee set by City Manager
<u>Receiving Hauled Biosolids Sludge:</u>	
Sludge up to 1.5% Total Suspended Solids	\$0.116 per gallon
Sludge 1.6% to 3% Total Suspended Solids	\$0.138 per gallon
Sludge 3.1% to 6% Total Suspended Solids	\$0.160 per gallon

### Reclaimed Water Connection

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

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

***\*\*\* Meter charges for reclaimed water are included as part of the water section. \*\*\****

### Reclaimed Water Service Monthly Charges

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

Meter Size	2024 Commercial
¾- inch	\$14.03
1-inch	\$17.31
1 ¼ - inch	\$20.49
1 ½ -inch	\$23.63
2-inch	\$34.55
2 ½ -inch	N/A
3-inch	\$88.43
4-inch	\$122.17
6-inch	\$201.48
8-inch	\$294.53
10-inch	\$451.72
12-inch	\$703.07

### Monthly Reclaimed Water Consumption Charge –

In addition to the monthly reclaimed water meter charge, each service shall pay a consumption charge of \$0.01915 for each cubic foot of reclaimed water consumed in a month. Under the provisions of the regional water and wastewater plan, the city provides reclaimed water



services to the Washington State Patrol and the Washington Corrections Center under a separate utility service agreement approved by the council. Rates and charges for reclaimed water services applicable to the regional plan partners will be set forth in the agreement.

### **Water**

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

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

### **Water/Reclaimed Water Connection Meter Charge**

Meter Size	Meter Cost	Installation Fee	Inspection Fee
3/4" meter	\$505.00	\$150.00	N/A
1" meter	\$563.00	\$150.00	N/A
1.5" meter	Contractor Purchase	Contractor install	See note
2" meter	Contractor Purchase	Contractor install	See note
3" meter	Contractor Purchase	Contractor install	See note
4" meter	Contractor Purchase	Contractor install	See note
6" meter	Contractor Purchase	Contractor install	See note
Above 6" meter	Contractor Purchase	Contractor install	See note

Note: Inspection fee is the Public Improvement Inspection Fee. Meter cost includes cost for meter transceiver unit (MXU, \$170.00).

### **Water System Connection GFC**

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

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

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$3,000.00
1"	2.50	\$7,500.00
1.5"	5.00	\$15,000.00
2"	8.00	\$24,000.00
3"	16.00	\$48,000.00
4"	25.00	\$75,000.00
6"	50.00	\$150,000.00
8"	80.00	\$240,000.00

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



## **Water Service Monthly Charges –**

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

**Schedule 1 - 2024:**

Meter Size	Single-family	Multifamily	Commercial	Irrigation	Private fire line
3/4-inch	\$18.76	\$16.55	\$15.99	\$49.60	\$12.00
1-inch	\$24.38	\$20.67	\$19.74	\$75.88	\$14.36
1-1/4-inch	\$30.30	\$24.72	\$23.36	\$107.40	\$16.42
1-1/2-inch	\$36.23	\$28.80	\$26.94	\$138.87	\$18.49
2-inch	\$54.22	\$42.34	\$39.38	\$218.53	\$26.51
2-1/2-inch	N/A	N/A	N/A	N/A	\$48.17
3-inch	\$133.55	\$109.74	\$103.83	\$462.48	\$73.51
4-inch	\$185.73	\$148.53	\$139.26	\$699.65	\$96.10
6-inch	\$322.55	\$248.17	\$229.68	\$1,350.05	\$152.18
8-inch	\$484.33	\$365.35	\$335.76	\$2,128.43	\$217.66
10-inch	\$728.54	\$557.52	\$514.96	\$3,092.19	\$339.28
12-inch	\$1,114.92	\$863.91	\$801.50	\$4,583.14	\$535.31

**Schedule 1 - 2025:**

Meter Size	Single-family	Multifamily	Commercial	Irrigation	Private fire line
3/4-inch	\$21.39	\$18.87	\$18.23	\$56.55	\$13.68
1-inch	\$27.80	\$23.56	\$22.51	\$86.50	\$16.37
1-1/4-inch	\$34.54	\$28.18	\$26.63	\$122.44	\$18.71
1-1/2-inch	\$41.30	\$32.83	\$30.71	\$158.32	\$21.08
2-inch	\$61.81	\$48.27	\$44.89	\$249.12	\$30.22
2-1/2-inch	N/A	N/A	N/A	N/A	\$54.91
3-inch	\$152.25	\$125.10	\$118.37	\$527.22	\$83.80
4-inch	\$211.73	\$169.32	\$158.76	\$797.60	\$109.56
6-inch	\$367.71	\$282.91	\$261.83	\$1,539.05	\$173.48
8-inch	\$552.14	\$416.50	\$382.77	\$2,426.41	\$248.13
10-inch	\$830.54	\$635.57	\$587.06	\$3,525.10	\$386.77
12-inch	\$1,271.01	\$984.86	\$913.71	\$5,224.78	\$610.25

**Schedule 1 - 2026:**

Meter Size	Single-family	Multifamily	Commercial	Irrigation	Private fire line
3/4-inch	\$24.39	\$21.51	\$20.79	\$64.46	\$15.60
1-inch	\$31.69	\$26.86	\$25.66	\$98.61	\$18.67
1-1/4-inch	\$39.38	\$32.12	\$30.36	\$139.58	\$21.33
1-1/2-inch	\$47.08	\$37.42	\$35.01	\$180.48	\$24.03
2-inch	\$70.46	\$55.02	\$51.17	\$284.00	\$34.45
2-1/2-inch	N/A	N/A	N/A	N/A	\$62.60
3-inch	\$173.56	\$142.61	\$134.94	\$601.03	\$95.53
4-inch	\$241.37	\$193.03	\$180.99	\$909.27	\$124.89
6-inch	\$419.19	\$322.52	\$298.49	\$1,754.52	\$197.77
8-inch	\$629.43	\$474.81	\$436.36	\$2,766.10	\$282.87
10-inch	\$946.81	\$724.55	\$669.24	\$4,018.61	\$440.92
12-inch	\$1,448.95	\$1,122.74	\$1,041.63	\$5,956.25	\$695.69

## **Monthly Water Service Consumption Charge –**

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



Monthly Water Rates	2023	2024	2025	2026
<b>Schedule 2: Single-Family Residential</b>				
Consumption Charge for First 600 c.f.	\$0.0345	\$0.0393	\$0.0448	\$0.0511
Consumption Charge for 601-1,500 c.f.	\$0.0413	\$0.0471	\$0.0537	\$0.0612
Consumption Charge for 1,500+ c.f.	\$0.0513	\$0.0585	\$0.0667	\$0.0760
<b>Schedule 3: Multifamily (including duplexes, triplexes, mobile home parks and trailer parks)</b>				
Multifamily Consumption Charge per c.f.	\$0.0401	\$0.0457	\$0.0521	\$0.0594
<b>Schedule 4: Commercial (including government, industrial, hotel/motel)</b>				
Commercial Consumption Charge per c.f.	\$0.0395	\$0.0450	\$0.0513	\$0.0585
<b>Schedule 5: Irrigation</b>				
Irrigation Consumption Charge per c.f.	\$0.0513	\$0.0585	\$0.0667	\$0.0760
<b>Schedule 6: Wholesale Rate</b>				
Wholesale Consumption Rate Charge per c.f.	\$0.0356	\$0.0406	\$0.0463	\$0.0527
<b>Schedule 7: Standby Fire Protection Service</b>	See City code.			
<b>Schedule 8: Regional Plan Partners</b>	Based on agreements.			

c.f. = cubic foot



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

Touch Date: 01/03/2024  
Brief Date: 01/16/2024  
Action Date: 02/20/2024

Department: Public Works  
Presented By: Aaron Nix, Capital Projects Manager

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:

**Safe Routes to School  
Construction Award**

☐

Ordinance

☒ Dept. Head

J.O.H.

☐ Finance Director

☐ Attorney

☒ City Clerk

DN

☐ City Manager

ATTACHMENTS:

1. **Resolution 1296-1023**
2. **Project Bid Tabs and Draft  
Contract with Barcott  
Construction LLC**

☒

Resolution

☒

Motion

☐

Other

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

The scope of the Safe Routes to School project is to complete crosswalk improvements in the vicinity of Evergreen Elementary School and Shelton High School with rapid flashing beacons, radar speed feedback signs and upgrades to the existing signage throughout the project areas. Safety for school children and other pedestrians in these areas is crucial to ensure the safety of the public utilizing these facilities. The proposed upgrades and new signage in these school zone areas will resolve the existing issues and better complete this project.

### ANALYSIS/OPTIONS/ALTERNATIVES

The City has received grant monies in order to construct crosswalk improvements in the areas of Evergreen Elementary and Shelton High School. The crossings, sidewalks, and signage upgrades are needed due to the age of the signs that currently exists in the project areas and to changes in standards as it pertains to reflectivity of these signs. The current signs will be replaced with new ones that meet the new standards and replaced with steel posts to help improve the life expectancy of these signs, moving away from the use of wood.

### BUDGET/FISCAL INFORMATION:

The City was awarded a Safe Routes to School grant to improve access near the identified schools. The grant award was \$770,000 and the City has budgeted approximately \$210,000 towards this project. The grant from WSDOT local programs will cover a majority of the costs associated with this project, as the low bid came well under the engineer's estimate.

### PUBLIC INFORMATION REQUIREMENTS:

Grant, design, contracts, and associated documents as it pertains to this project have been included within past and present Council packet materials. The construction plans, specifications, and other design documents are available and can be obtained from the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

"I move to adopt Resolution No. 1296-1023 as presented."

**RESOLUTION NO. 1296-1023**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO APPROVE A PUBLIC WORKS CONTRACT WITH BARCOTT  
CONSTRUCTION LLC IN ORDER TO CONSTRUCT THE SAFE ROUTES TO SCHOOL PROJECT**

**WHEREAS**, an Invitation to Bid was advertised in the Shelton-Mason County Journal on December 21<sup>st</sup> and 28<sup>th</sup>, 2023 and in the Seattle Daily Journal of Commerce on December 21<sup>st</sup> and 28<sup>th</sup>, 2023; and

**WHEREAS**, the City received eleven (11) bids in response to the Invitation to Bid, which were opened on January 18, 2024 at the Civic Center at 525 W Cota Street, Shelton, WA 98584; and

**WHEREAS**, Barcott Construction LLC had the lowest responsible bid of \$669,891.

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

1. The City Manager is authorized to execute a Public Works Contract and any change orders necessary with Barcott Construction LLC for the completion of Safe Routes to School Project.
2. The Public Works Director is authorized to execute change orders up to 10 percent of the original contract amount.

**INTRODUCED** on the 16<sup>th</sup> of January 2024 and **PASSED** by the City Council at its regular meeting on the 20<sup>th</sup> of February 2024.

ATTEST:

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

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

SAFE ROUTES TO SCHOOL  
BID TABULATION FORM  
Bids Due: 01/18/2024, 10:00 AM

BIDDER				ENGINEER'S ESTIMATE		BARCOTT CONSTRUCTION, LLC		SASCON, LLC		ROGNLIN'S, INC.		P&A CIVIL, LLC		CONFEDERATED CONSTRUCTION CO. LLC	
BIDDER ADDRESS						PO BOX 366		20211 SE 210TH ST.		321 W. STATE STREET		10524 A STREET S.		18121 ANDERSON RD.	
						CHEHALIS, WA 98532		MAPLE VALLEY WA, 98038		ABERDEEN, WA 98520		TACOMA, WA 98444		OAKVILLE, WA 98568	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						BARCOCL846JQ		SASCOL*801KF		ROGNL**342LF		PCIVICL779NG		CONFECCL884D7	
BID BOND OR OTHER GOOD FAITH TOKEN						5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
No.	Item	Quantity	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$75,792.00	\$75,792.00	\$46,000.00	\$46,000.00	\$74,500.00	\$74,500.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$68,416.00	\$68,416.00
2	Removal of Structures and Obstructions	1	LS	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$42,000.00	\$42,000.00	\$20,000.00	\$20,000.00	\$33,000.00	\$33,000.00	\$17,577.00	\$17,577.00
3	Removing Cement Conc. Sidewalk	130	SY	\$30.00	\$3,900.00	\$34.00	\$4,420.00	\$48.00	\$6,240.00	\$15.00	\$1,950.00	\$65.00	\$8,450.00	\$135.00	\$17,550.00
4	Crushed Surfacing Top Course	280	TON	\$100.00	\$28,000.00	\$80.00	\$22,400.00	\$38.00	\$10,640.00	\$50.00	\$14,000.00	\$60.00	\$16,800.00	\$58.00	\$16,240.00
5	HMA Cl. 1/2" PG 58-22	490	TON	\$150.00	\$73,500.00	\$184.00	\$90,160.00	\$145.00	\$71,050.00	\$200.00	\$98,000.00	\$200.00	\$98,000.00	\$206.00	\$100,940.00
6	Crushed Surfacing Base Course	990	TON	\$110.00	\$108,900.00	\$48.00	\$47,520.00	\$40.00	\$39,600.00	\$40.00	\$39,600.00	\$75.00	\$74,250.00	\$48.00	\$47,520.00
7	Roadway Excavation Incl. Haul	920	CY	\$30.00	\$27,600.00	\$77.00	\$70,840.00	\$65.00	\$59,800.00	\$40.00	\$36,800.00	\$50.00	\$46,000.00	\$32.00	\$29,440.00
8	Erosion Control & Water Pollution Prevention	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.00	\$1,000.00	\$1,000.00	\$20,000.00	\$20,000.00	\$9,857.00	\$9,857.00
9	Cement Conc. Traffic Curb and Gutter	850	LF	\$75.00	\$63,750.00	\$41.00	\$34,850.00	\$38.00	\$32,300.00	\$33.00	\$28,050.00	\$25.00	\$21,250.00	\$63.00	\$53,550.00
10	Plastic Stop Line	110	LF	\$15.00	\$1,650.00	\$19.00	\$2,090.00	\$18.00	\$1,980.00	\$25.00	\$2,750.00	\$18.00	\$1,980.00	\$21.00	\$2,310.00
11	Plastic Crosswalk Line	770	SF	\$7.00	\$5,390.00	\$16.00	\$12,320.00	\$15.00	\$11,550.00	\$17.00	\$13,090.00	\$15.00	\$11,550.00	\$15.30	\$11,781.00
12	Project Temporary Traffic Control	1	LS	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$58,136.00	\$58,136.00
13	Rectangular Rapid Flashing Beacon System	1	LS	\$80,000.00	\$80,000.00	\$93,000.00	\$93,000.00	\$115,000.00	\$115,000.00	\$125,000.00	\$125,000.00	\$100,000.00	\$100,000.00	\$115,500.00	\$115,500.00
14	Radar Speed Display Sign	1	LS	\$10,000.00	\$10,000.00	\$27,500.00	\$27,500.00	\$38,000.00	\$38,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$37,800.00	\$37,800.00
15	Permanent Signing	1	LS	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$32,000.00	\$32,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$38,250.00	\$38,250.00
16	Hydrant Assembly	1	EA	\$11,000.00	\$11,000.00	\$17,000.00	\$17,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$16,941.00	\$16,941.00
17	Catch Basin Type 1	3	EA	\$6,500.00	\$19,500.00	\$2,500.00	\$7,500.00	\$1,800.00	\$5,400.00	\$3,000.00	\$9,000.00	\$2,000.00	\$6,000.00	\$5,573.00	\$16,719.00
18	Cement Conc. Curb Ramp Type Perpendicular	16	EA	\$5,100.00	\$81,600.00	\$1,500.00	\$24,000.00	\$1,400.00	\$22,400.00	\$2,500.00	\$40,000.00	\$2,000.00	\$32,000.00	\$2,006.00	\$32,096.00
19	Cement Conc. Sidewalk	600	SY	\$150.00	\$90,000.00	\$58.00	\$34,800.00	\$65.00	\$39,000.00	\$80.00	\$48,000.00	\$70.00	\$42,000.00	\$66.00	\$39,600.00
20	Cement Conc. Driveway Entrance Type 1	70	SY	\$200.00	\$14,000.00	\$90.00	\$6,300.00	\$110.00	\$7,700.00	\$230.00	\$16,100.00	\$120.00	\$8,400.00	\$225.00	\$15,750.00
21	Cement Conc. Driveway Entrance Type 2	30	SY	\$200.00	\$6,000.00	\$90.00	\$2,700.00	\$110.00	\$3,300.00	\$200.00	\$6,000.00	\$120.00	\$3,600.00	\$253.00	\$7,590.00
22	Cement Conc. Median Refuge Island	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$18,584.00	\$18,584.00	\$30,000.00	\$30,000.00	\$14,829.00	\$14,829.00
23	Flexible Guide Post	27	EA	\$50.00	\$1,350.00	\$250.00	\$6,750.00	\$205.00	\$5,535.00	\$225.00	\$6,075.00	\$240.00	\$6,480.00	\$204.00	\$5,508.00
24	Mailbox Support Type 1	4	EA	\$800.00	\$3,200.00	\$925.00	\$3,700.00	\$350.00	\$1,400.00	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00	\$960.00	\$3,840.00
25	Chain Link Fence Type 3	120	LF	\$50.00	\$6,000.00	\$56.00	\$6,720.00	\$51.00	\$6,120.00	\$40.00	\$4,800.00	\$55.00	\$6,600.00	\$52.00	\$6,240.00
26	Adjust Monument	1	EA	\$1,000.00	\$1,000.00	\$570.00	\$570.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$600.00	\$600.00	\$1,295.00	\$1,295.00
27	Adjust Water Valve Box	1	EA	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00	\$600.00	\$600.00	\$2,422.00	\$2,422.00
28	Adjust Manhole	1	EA	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,423.00	\$2,423.00
29	Adjust Cleanout	1	EA	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$850.00	\$850.00	\$1,300.00	\$1,300.00	\$355.00	\$355.00	\$1,341.00	\$1,341.00
30	Adjust Catch Basin	5	EA	\$1,500.00	\$7,500.00	\$400.00	\$2,000.00	\$900.00	\$4,500.00	\$1,500.00	\$7,500.00	\$800.00	\$4,000.00	\$1,011.00	\$5,055.00
31	ADA Features Surveying	1	LS	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$6,400.00	\$6,400.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
32	Force Account	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
33	Record Drawings	1	LS	\$2,000.00	\$2,000.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,434.00	\$1,434.00
34	Roadway Surveying	1	LS	\$5,000.00	\$5,000.00	\$5,300.00	\$5,300.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$6,700.00	\$6,700.00
35	Minor Change	1	FA	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Sub-Total Bid				\$885,133.00		\$669,891.00		\$744,366.00		\$785,000.00		\$796,816.00		\$813,151.00	
Washington State Sales Tax 0.0%				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total Bid				\$885,133.00		\$669,891.00		\$744,366.00		\$785,000.00		\$796,816.00		\$813,151.00	

Sealed bids were opened at the City of Shelton, 525 W Cota Street, Shelton, WA 98584 on  
January 18, 2024, at 10:00 am (local time)

DENOTES MATHEMATICAL ERROR OCCURRED ON  
ORIGINAL BID. CORRECTED AMOUNT SHOWN.

I hereby certify that, to the best of my knowledge, the above tabulations are true and  
correct transcriptions of the unit prices and total amounts bid.

Erik Howe, P.E. (Project Manager, RH2 Engineering)



Name, Title, Entity/Co. Name




SAFE ROUTES TO SCHOOL  
BID TABULATION FORM  
Bids Due: 01/18/2024, 10:00 AM

BIDDER				ENGINEER'S ESTIMATE		ACTIVE CONSTRUCTION, INC.		MILES RESOURCES, LLC		MIDWAY UNDERGROUND, LLC		CECCANTI, INC		NORTHWEST CASCADE, INC		SOUND PACIFIC CONSTRUCTION, LLC	
BIDDER ADDRESS						PO BOX 430		400 VALLEY AVE NE		980 JACKSON HWY S		4116 BROOKDALE RD E		PO BOX 73399		6708 144TH ST NW STE A	
						PUYALLUP, WA 98371		PUYALLUP, WA 98327		TOLEDO, WA 98591		TACOMA, WA 98446		PUYALLUP, WA 98373		GIG HARBOR, WA 98332	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						ACTIVCI164JL		MILESRL897RK		MIDWAUL840PQ		CECCAI*227CB		NORTHCI148BG		SOUNDPC842J8	
BID BOND OR OTHER GOOD FAITH TOKEN						5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
No.	Item	Quantity	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$75,792.00	\$75,792.00	\$84,000.00	\$84,000.00	\$45,000.00	\$45,000.00	\$88,500.00	\$88,500.00	\$90,000.00	\$90,000.00	\$93,000.00	\$93,000.00	\$75,000.00	\$75,000.00
2	Removal of Structures and Obstructions	1	LS	\$20,000.00	\$20,000.00	\$17,291.50	\$17,291.50	\$37,695.00	\$37,695.00	\$12,500.00	\$12,500.00	\$28,444.00	\$28,444.00	\$48,300.00	\$48,300.00	\$66,000.00	\$66,000.00
3	Removing Cement Conc. Sidewalk	130	SY	\$30.00	\$3,900.00	\$20.00	\$2,600.00	\$232.40	\$30,212.00	\$36.00	\$4,680.00	\$15.00	\$1,950.00	\$36.00	\$4,680.00	\$24.00	\$3,120.00
4	Crushed Surfacing Top Course	280	TON	\$100.00	\$28,000.00	\$59.00	\$16,520.00	\$129.45	\$36,246.00	\$65.00	\$18,200.00	\$39.00	\$10,920.00	\$43.00	\$12,040.00	\$62.00	\$17,360.00
5	HMA Cl. 1/2" PG 58-22	490	TON	\$150.00	\$73,500.00	\$175.00	\$85,750.00	\$171.00	\$83,790.00	\$155.00	\$75,950.00	\$188.00	\$92,120.00	\$204.00	\$99,960.00	\$147.00	\$72,030.00
6	Crushed Surfacing Base Course	990	TON	\$110.00	\$108,900.00	\$35.00	\$34,650.00	\$37.55	\$37,174.50	\$36.00	\$35,640.00	\$36.00	\$35,640.00	\$44.00	\$43,560.00	\$50.00	\$49,500.00
7	Roadway Excavation Incl. Haul	920	CY	\$30.00	\$27,600.00	\$66.00	\$60,720.00	\$54.85	\$50,462.00	\$40.00	\$36,800.00	\$47.00	\$43,240.00	\$69.00	\$63,480.00	\$58.00	\$53,360.00
8	Erosion Control & Water Pollution Prevention	1	LS	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$1,405.00	\$1,405.00	\$4,000.00	\$4,000.00	\$19,000.00	\$19,000.00	\$29,600.00	\$29,600.00	\$10,000.00	\$10,000.00
9	Cement Conc. Traffic Curb and Gutter	850	LF	\$75.00	\$63,750.00	\$46.00	\$39,100.00	\$49.00	\$41,650.00	\$46.00	\$39,100.00	\$29.00	\$24,650.00	\$39.00	\$33,150.00	\$43.00	\$36,550.00
10	Plastic Stop Line	110	LF	\$15.00	\$1,650.00	\$18.45	\$2,029.50	\$35.85	\$3,943.50	\$22.00	\$2,420.00	\$21.00	\$2,310.00	\$37.00	\$4,070.00	\$35.00	\$3,850.00
11	Plastic Crosswalk Line	770	SF	\$7.00	\$5,390.00	\$15.20	\$11,704.00	\$22.40	\$17,248.00	\$18.00	\$13,860.00	\$15.00	\$11,550.00	\$23.00	\$17,710.00	\$22.00	\$16,940.00
12	Project Temporary Traffic Control	1	LS	\$50,000.00	\$50,000.00	\$109,000.00	\$109,000.00	\$73,700.00	\$73,700.00	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$103,000.00	\$103,000.00	\$175,000.00	\$175,000.00
13	Rectangular Rapid Flashing Beacon System	1	LS	\$80,000.00	\$80,000.00	\$108,220.00	\$108,220.00	\$116,480.00	\$116,480.00	\$130,000.00	\$130,000.00	\$113,050.00	\$113,050.00	\$124,225.00	\$124,225.00	\$120,000.00	\$120,000.00
14	Radar Speed Display Sign	1	LS	\$10,000.00	\$10,000.00	\$32,060.00	\$32,060.00	\$44,194.08	\$44,194.08	\$41,500.00	\$41,500.00	\$37,000.00	\$37,000.00	\$37,125.00	\$37,125.00	\$35,000.00	\$35,000.00
15	Permanent Signing	1	LS	\$50,000.00	\$50,000.00	\$43,800.00	\$43,800.00	\$39,000.00	\$39,000.00	\$55,000.00	\$55,000.00	\$38,940.00	\$38,940.00	\$28,500.00	\$28,500.00	\$24,000.00	\$24,000.00
16	Hydrant Assembly	1	EA	\$11,000.00	\$11,000.00	\$9,145.00	\$9,145.00	\$9,250.00	\$9,250.00	\$15,500.00	\$15,500.00	\$16,500.00	\$16,500.00	\$16,900.00	\$16,900.00	\$16,000.00	\$16,000.00
17	Catch Basin Type 1	3	EA	\$6,500.00	\$19,500.00	\$3,000.00	\$9,000.00	\$5,557.58	\$16,672.74	\$9,100.00	\$27,300.00	\$1,844.00	\$5,532.00	\$4,850.00	\$14,550.00	\$4,200.00	\$12,600.00
18	Cement Conc. Curb Ramp Type Perpendicular	16	EA	\$5,100.00	\$81,600.00	\$2,140.00	\$34,240.00	\$2,815.00	\$45,040.00	\$3,500.00	\$56,000.00	\$2,000.00	\$32,000.00	\$3,050.00	\$48,800.00	\$2,000.00	\$32,000.00
19	Cement Conc. Sidewalk	600	SY	\$150.00	\$90,000.00	\$70.00	\$42,000.00	\$72.00	\$43,200.00	\$90.00	\$54,000.00	\$60.00	\$36,000.00	\$64.00	\$38,400.00	\$60.00	\$36,000.00
20	Cement Conc. Driveway Entrance Type 1	70	SY	\$200.00	\$14,000.00	\$122.00	\$8,540.00	\$113.00	\$7,910.00	\$180.00	\$12,600.00	\$210.00	\$14,700.00	\$127.00	\$8,890.00	\$100.00	\$7,000.00
21	Cement Conc. Driveway Entrance Type 2	30	SY	\$200.00	\$6,000.00	\$120.00	\$3,600.00	\$113.00	\$3,390.00	\$132.00	\$3,960.00	\$160.00	\$4,800.00	\$127.00	\$3,810.00	\$100.00	\$3,000.00
22	Cement Conc. Median Refuge Island	1	LS	\$20,000.00	\$20,000.00	\$17,510.00	\$17,510.00	\$21,050.00	\$21,050.00	\$27,500.00	\$27,500.00	\$14,000.00	\$14,000.00	\$18,850.00	\$18,850.00	\$30,000.00	\$30,000.00
23	Flexible Guide Post	27	EA	\$50.00	\$1,350.00	\$220.00	\$5,940.00	\$252.00	\$6,804.00	\$100.00	\$2,700.00	\$208.00	\$5,616.00	\$260.00	\$7,020.00	\$250.00	\$6,750.00
24	Mailbox Support Type 1	4	EA	\$800.00	\$3,200.00	\$450.00	\$1,800.00	\$728.00	\$2,912.00	\$780.00	\$3,120.00	\$850.00	\$3,400.00	\$550.00	\$2,200.00	\$450.00	\$1,800.00
25	Chain Link Fence Type 3	120	LF	\$50.00	\$6,000.00	\$60.00	\$7,200.00	\$57.00	\$6,840.00	\$57.00	\$6,840.00	\$54.00	\$6,480.00	\$59.00	\$7,080.00	\$55.00	\$6,600.00
26	Adjust Monument	1	EA	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$521.00	\$521.00	\$900.00	\$900.00	\$3,387.00	\$3,387.00	\$950.00	\$950.00	\$900.00	\$900.00
27	Adjust Water Valve Box	1	EA	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$941.00	\$941.00	\$900.00	\$900.00	\$530.00	\$530.00	\$635.00	\$635.00	\$600.00	\$600.00
28	Adjust Manhole	1	EA	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$790.00	\$790.00	\$635.00	\$635.00	\$900.00	\$900.00
29	Adjust Cleanout	1	EA	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$1,080.00	\$1,080.00	\$900.00	\$900.00	\$530.00	\$530.00	\$635.00	\$635.00	\$600.00	\$600.00
30	Adjust Catch Basin	5	EA	\$1,500.00	\$7,500.00	\$1,300.00	\$6,500.00	\$450.00	\$2,250.00	\$610.00	\$3,050.00	\$590.00	\$2,950.00	\$635.00	\$3,175.00	\$900.00	\$4,500.00
31	ADA Features Surveying	1	LS	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$4,700.00	\$4,700.00	\$3,500.00	\$3,500.00	\$6,755.00	\$6,755.00	\$4,850.00	\$4,850.00	\$6,000.00	\$6,000.00
32	Force Account	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
33	Record Drawings	1	LS	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00	\$595.00	\$595.00	\$2,520.00	\$2,520.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00
34	Roadway Surveying	1	LS	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$5,430.00	\$5,430.00	\$6,500.00	\$6,500.00	\$7,150.00	\$7,150.00	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00
35	Minor Change	1	FA	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Sub-Total Bid				\$885,133.00		\$821,821.00		\$843,036.82		\$892,191.00		\$915,935.00		\$930,881.00		\$933,461.00	
Washington State Sales Tax 0.0%				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total Bid				\$885,133.00		\$821,821.00		\$843,036.82		\$892,191.00		\$915,935.00		\$930,881.00		\$933,461.00	

Sealed bids were opened at the City of Shelton, 525 W Cota Street, Shelton, WA 98584  
on January 18, 2024, at 10:00 am (local time)

DENOTES MATHEMATICAL ERROR OCCURRED ON ORIGINAL BID. CORRECTED  
AMOUNT SHOWN.

I hereby certify that, to the best of my knowledge, the above tabulations are true and  
correct transcriptions of the unit prices and total amounts bid.

Erik Howe, P.E. (Project Manager, RH2 Engineering)   
Name, Title, Entity/Co. Name



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

Touch Date: 01/26/2024  
Brief Date: 02/06/2024  
Action Date: 02/20/2024

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Comprehensive Planning Grant  
Acceptance

☐

Ordinance

☒ Dept. Head

JBH

☐ Finance Director

#### ATTACHMENTS:

☒

Resolution

☐ Attorney

-Resolution No. 1313-0123  
-State Grant Contract  
-Signature Form

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

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

The City was allocated \$125,000 for comprehensive planning efforts by the Washington State Department of Commerce but was still required to apply for the grant. Council previously approved the Letter of Support and the Grant Application on September 5, 2023. Commerce has now provided us with the contract for signature by the City Manager so we can begin to be reimbursed for our work on the Comprehensive Plan Update.

### ANALYSIS/OPTIONS/ALTERNATIVES:

These funds are essential to completing the Comprehensive Plan project, which is mandated by the state.

### BUDGET/FISCAL INFORMATION:

Without acceptance of this grant, the City would be responsible for the entirety of the \$200,000 Comp Plan Update project, for which only \$100,000 has been budgeted from city funds. Fifty percent of the grant funds will be disbursed in 2024, and the remainder in 2025.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

"I move to approve Resolution No. 1313-0123 to accept grant funds for comprehensive planning."

**RESOLUTION NO. 1313-0124**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS  
IN THE AMOUNT OF \$125,000 FOR COMPREHENSIVE PLANNING**

**WHEREAS**, the City of Shelton (“the City”) is required under the Revised Codes of Washington (RCW) Chapter 36A.70 to conduct periodic updates to the City’s Comprehensive Plan; and

**WHEREAS**, the City was allocated \$125,000 by the Washington State Department of Commerce to assist in completing the state-mandated work; and

**WHEREAS**, the City signed a Letter of Support for application for the funds on September 5, 2023;

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

1. The City Manager is authorized to sign the grant agreement with the Washington State Department of Commerce in the amount of \$125,000 for reimbursement of activities and expenses related to the periodic update of the City’s Comprehensive Plan.

**INTRODUCED** on the 6<sup>th</sup> of February 2024 and **PASSED** by the City Council at its regular meeting on the 20<sup>th</sup> of February 2024.

ATTEST:

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

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



**Interagency Agreement with**

**City of Shelton**

**through**

**Growth Management Services**

**Contract Number:**

**24-63335-031**

**For**

**GMA Periodic Update Grant**  
2025 Jurisdiction (SFY24-SFY25)

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63335-031

**Local Government Division  
Growth Management Services**

<b>1. Contractor</b> City of Shelton 525 W Cota St Shelton, WA 98502		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Jae Hill, AICP, CFM Community & Economic Development Director (360) 432-5176 <a href="mailto:jae.hill@sheltonwa.gov">jae.hill@sheltonwa.gov</a>		<b>4. COMMERCE Representative</b> <div style="display: flex; justify-content: space-between;"> <div>           Carol Holman            Senior Planner            (360) 725-2706  <a href="mailto:carol.holman@commerce.wa.gov">carol.holman@commerce.wa.gov</a> </div> <div>           PO Box 42525            1011 Plum St. SE            Olympia, WA 98504         </div> </div>	
<b>5. Contract Amount</b> \$125,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> Date of Execution
<b>8. End Date</b> June 30, 2025			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>ALN</b> N/A			
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0013140	<b>12. UBI #</b> 232-000-085	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> Grant funding to assist City of Shelton with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget			
<b>FOR CONTRACTOR</b>   <hr/> Mark Ziegler, City Manager City of Shelton  <hr/> Date		<b>FOR COMMERCE</b>   <hr/> Mark K. Barkley, Assistant Director Local Government Division  <hr/> Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **one hundred twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-031. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **State Fiscal Year Compensation**

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

#### **Grant Start Date**

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### **Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

#### Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Attachment A: Scope of Work and Budget

### GRANT FUNDED

Task/Work Item	SFY 2024 Funds (7/1/2023 to 6/30/2024)	SFY 2025 Funds (7/1/2024 to 6/30/2025)	Deliverable
Project Management Anticipated Completion Date: <b>June 30, 2025</b>	\$4,698	\$4,698	Invoices / progress reports
<b>PHASE 02 – Understanding</b>			
Demographics Report Anticipated Completion Date: <b>30-Jan-24</b>	\$2,632		Demographics Report
Existing Policy Framework Anticipated Completion Date: <b>29-Feb-24</b>	\$4,402		Policy Framework Analysis
Public Participation Plan Anticipated Completion Date: <b>30-Nov-23</b>	\$3,452		Public Participation Plan
<b>PHASE 03 – Plan Update</b>			
Land use and targeted change areas analysis  Anticipated Completion Date: <b>30-Apr-24</b>	\$3,146		Land Use Analysis Memo
GMA Checklist & Existing Policy Analysis	\$5,294		GMA Checklist & Policy Framework table

Anticipated Completion Date: <b>30-Mar-24</b>			
Draft spatial vision Anticipated Completion Date: <b>30-Jun-24</b>	\$2,124		Draft future spatial vision map / narrative
Scenarios Anticipated Completion Date: <b>31-Oct-24</b>	\$3,324		Plan Scenarios Doc
Draft Plan and 60-day review initiated Anticipated Completion Date: <b>28-Feb-25</b>		\$22,436	Draft Comprehensive Plan
Implementation Matrix Anticipated Completion Date: <b>28-Feb-25</b>		\$4,842	Implementation Matrix
Draft Zoning Amendments and 60-day review initiated Anticipated Completion Date: <b>31-Mar-25</b>			Draft Zoning Amendments
<b>PHASE 04 - Housing Element</b>			
Land Capacity Analysis	\$5,000		
Housing Allocation/Income Bracket Analysis	\$4,000		
Housing Policy Framework	\$6,000	\$6,000	
Housing Allocation / FLU Scenarios	\$1,000	\$2,000	
<b>PHASE 05 – Community Engagement</b>			
Community Engagement Summary	\$17,428	\$22,524	Community Engagement Summary



Anticipated Completion Date: <b>30-Apr-25</b>			and associated appendices
	<b>\$62,500</b>	<b>\$62,500</b>	<b>\$125,000</b>

## NOT GRANT FUNDED

Task/Work Item	SFY 2024 Funds (7/1/2023 to 6/30/2024)	SFY 2025 Funds (7/1/2024 to 6/30/2025)	Deliverable
<b>PHASE 06 – SEPA</b>			
SEPA Checklist Anticipated Completion Date:		\$4,954	SEPA Checklist
Prepare Draft EIS Anticipated Completion Date:		\$15,336	DEIS
Prepare Final EIS Anticipated Completion Date:		\$4,198	FEIS
<b>PHASE 07 - Zoning Amendments</b>			
Draft Zoning Amendments and 60-day review initiated		\$7,342	
<b>PHASE 08 - Adoptoin</b>			
Adoption of Comprehensive Plan  Anticipated Completion Date: <b>30-Jun-25</b>		\$3,000	Ordinance Adoption Comprehensive Plan
Adopted Zoning Code Updates		\$3,140	Ordinance Adopting Zoning Code updates

Anticipated Completion Date:			
<b>30-Jun-25</b>			
<b>PHASE 99 - Expenses</b>			
Travel / Workshop			
Materials / etc.	\$2,700	\$3,819	
	<b>\$2,700</b>	<b>\$41,789</b>	<b>\$44,489</b>

<b>GRAND TOTAL</b>			<b>\$169,489</b>
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## Grantee Signature Process

Contract signature information needed to route through DocuSign

- Please provide signature authority's name, work title, email address, and action they will be taking
  - If an approver needs to stamp the contract, please note that in the Action column along with the size of the stamp
- DocuSign will send the contract to signers in the order you provide us, with Commerce signing last
- If you would like for the contract (while in DocuSign) to be CC'd to yourself or others please approve their name, email address, and where in the process they need to be CC'd.

Order	Name	Work Title	Email Address	Action / Notes
1	Jae Hill	CED Director	jae.hill@sheltonwa.gov	Signature Approves contract content/form
2	Mark Ziegler	City Manager	mark.ziegler@sheltonwa.gov	Signature Main contract approver
3	Donna Nault	City Clerk	Donna.Nault@sheltonwa.gov	Signature Attest other signatures
4				

Example:

Order	Name	Work Title	Email Address	Action / Notes
1	Akira Sato	Assistant City Attorney	<a href="mailto:Akira.sato@city">Akira.sato@city</a>	Signature Approves contract form
2	Kerry Smith	City Manager	<a href="mailto:Kerry.smith@city">Kerry.smith@city</a>	Signature Main contract approver
3	Jesse Sanchez Garcia	City Clerk	<a href="mailto:Jesse.sanchezgarcia@city">Jesse.sanchezgarcia@city</a>	Signature Attest other signatures
4	Jesse Sanchez Garcia	City Clerk	<a href="mailto:Jesse.sanchezgarcia@city">Jesse.sanchezgarcia@city</a>	Stamp City Seal Stamp (2" diameter)
1	Sam Williams	Planner	<a href="mailto:Sam.williams@city">Sam.williams@city</a>	CC Send to at the same time as City Attorney
2	Jordan Brown	Planning Director	<a href="mailto:Jordan.brown@city">Jordan.brown@city</a>	CC Send to at the same time as City Manager



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

Touch Date: 01/26/2024  
Brief Date: 02/06/2024  
Action Date: 02/20/2024

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Climate and Resilience Grant  
Acceptance

☐

Ordinance

☒ Dept. Head

JBH

☐ Finance Director

#### ATTACHMENTS:

☒

Resolution

☐ Attorney

-Resolution No. 1314-0124  
-State Grant Contract  
-Signatures Form

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

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

The City was allocated \$150,000 by the Washington State Department of Commerce to comply with the new requirements of House Bill 1181, but the City was still required to apply for the grant. Council previously approved the Letter of Support and the Grant Application on December 5, 2023. Commerce has now provided us with the contract for signature by the City Manager so we can begin to be reimbursed for our work on the contracted items.

### ANALYSIS/OPTIONS/ALTERNATIVES:

These funds are essential to hiring a consultant to complete work which is mandated by the state. The current task order with SCJ Alliance will be amended to include this work as part of the comprehensive plan update.

### BUDGET/FISCAL INFORMATION:

This is a \$150,000 grant with no required local match.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

"I move to approve Resolution No. 1314-0124 to accept grant funds for resilience planning."

**RESOLUTION NO. 1314-0124**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS  
IN THE AMOUNT OF \$150,000 FOR CLIMATE AND RESILIENCE PLANNING**

**WHEREAS**, the City of Shelton (“the City”) is required by House Bill 1181 to plan for the impacts of climate change and to address resiliency to natural and manmade hazards; and

**WHEREAS**, the City is already underway on the update of its Comprehensive Plan, which now includes a mandatory climate and resilience element; and

**WHEREAS**, the City was allocated \$150,000 by the Washington State Department of Commerce to assist in completing the state-mandated work; and

**WHEREAS**, the City signed a Letter of Support for application for the funds on December 5, 2023;

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

1. The City Manager is authorized to sign the grant agreement with the Washington State Department of Commerce in the amount of \$150,000 for reimbursement of activities and expenses related to planning for climate and hazard resiliency.

**INTRODUCED** on the 6<sup>th</sup> of February 2024 and **PASSED** by the City Council at its regular meeting on the 20<sup>th</sup> of February 2024.

ATTEST:

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

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



**Interagency Agreement with**

**City of Shelton**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-159**

**For**

**2023-2025 Climate Planning Grant**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63610-159

**Local Government Division  
Growth Management Services  
2023-2025 Climate Planning Grant**

<b>1. Contractor</b> City of Shelton 525 W. Cota St. Shelton, WA 98584		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Jae Hill <a href="mailto:jae.hill@sheltonwa.gov">jae.hill@sheltonwa.gov</a>		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operations Team Lead 509-818-1040 <a href="mailto:noelle.madera@commerce.wa.gov">noelle.madera@commerce.wa.gov</a> PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$150,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0013140	<b>12. UBI #</b> 232-000-085	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ <insert name>, <insert title>  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	



## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **one hundred fifty thousand dollars (\$150,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-159. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Grant Start Date**

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### **State Fiscal Year Payments**

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

#### **Invoices and End of Fiscal Year**

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

<b>Climate Element Workbook Sections, Steps, Tasks, and Deliverables</b>	<b>Description</b>	<b>End Date</b>
<b>Section 2</b>	<b>Project Initialization</b>	<b>11/23 – 01/24</b>
Task 2.1	Form Climate Resilience Advisory Team	Nov, 2023
Task 2.2	Establish Engagement Plan <i>Review Comprehensive Plan PPP and revise as needed</i>	
<b><i>Deliverable 1</i></b>	<b><i>Climate Element Workbook Section 2 Tasks 2.1 - 2.2 completed</i></b>	<b><i>01/31/2024</i></b>
<b>Section 3, Step 1</b>	<b>Explore Climate Impacts</b>	<b>11/23 – 02/24</b>
Task 1.1	Identify community assets	
Task 1.2	Explore hazards and changes in the climate	
Task 1.3	Pair assets and hazards and describe exposure and consequences	
Task 1.4	Identify priority climate hazards	
<b><i>Deliverable 2</i></b>	<b><i>Climate Element Workbook Section 3, Step 1, Tasks 1.1 - 1.4 completed</i></b>	<b><i>02/28/2024</i></b>
<b>Section 3, Step 2</b>	<b>Audit Plans &amp; Policies</b>	<b>02/24 – 04/24</b>
Task 2.1	Review Comprehensive Plan, Shoreline Master Plan, Hazard Mitigation Plan, and relevant Infrastructure System Plans for climate gaps and opportunities.	
Task 2.2	Complete Workbook Questionnaire to Determine next step [proceed to Step 3 or skip to Step 4]	
<b><i>Deliverable 3</i></b>	<b><i>Climate Element Workbook Section 3, Step 2, Tasks 2.1 - 2.2 completed</i></b>	<b><i>04/30/2024</i></b>
<b>Section 3, Step 3</b>	<b>Assess Vulnerability &amp; Risk</b>	<b>04/24 – 08/24</b>

Task 3.1	Assess degree of qualitative sensitivity of community assets	
Task 3.2	Assess adaptive capacity of community assets to identified hazards	
Task 3.3	Characterize vulnerability of each asset-hazard pair	
Task 3.4	Characterize risk for each asset-hazard pair	
Task 3.5	Work with community stakeholders to decide on a course of action for risks identified	
<b>Deliverable 4</b>	<b><i>Climate Element Workbook Section 3, Step 3, Tasks 3.1 – 3.5 completed</i></b>	<b><i>08/31/2024</i></b>
<b>Section 3, Step 4</b>	<b>Pursue Pathways</b>	<b>08/24 – 10/24</b>
Task 4.1	Develop Goals	
Task 4.2	Develop Policies	
Task 4.3	Identify policy co-benefits	
<b>Deliverable 5</b>	<b><i>Climate Element Workbook Section 3, Step 4, Tasks 4.1 – 4.3 completed</i></b>	<b><i>10/15/2024</i></b>
<b>Section 3, Step 5</b>	<b>Integrate Goals and Policies</b>	<b>08/24 – 03/25</b>
Task 5.1	Review and finalize resilience goals and policies, prepare ordinance, initiate 60-day review with Commerce	
Task 5.2	Consult with partners, stakeholders, and conduct open house/public hearing before City Council	
<b>Deliverable 6</b>	<b><i>Climate Element Workbook Section 3, Step 5 completed</i></b>	<b><i>03/31/2025</i></b>
<b>Deliverable 7</b>	<b><i>Adopting Ordinance with Climate Resilience Sub-Element</i></b>	<b><i>06/30/2025</i></b>

### **Attachment B: Budget**

	<b>Now- 12/31/23</b>	<b>1/1/24- 6/30/24</b>	<b>7/1/24- 12/31/25</b>	<b>1/1/25- 6/30/25</b>
<b>Deliverable 1: Project Initialization (Section 2 Tasks 2.1 - 2.2 )</b>		\$5,000		<b>\$5,000</b>
<b>Deliverable 2: Explore Climate Impacts (Section 3, Step 1, Tasks 1.1 - 1.4)</b>		\$30,000		<b>\$30,000</b>
<b>Deliverable 3: Audit Plans &amp; Policies (Section 3, Step 2, Tasks 2.1 - 2.2)</b>		\$15,000		<b>\$15,000</b>
<b>Deliverable 4: Assess Vulnerability &amp; Risk (Section 3, Step 3, Tasks 3.1 – 3.5)</b>			\$70,000	<b>\$70,000</b>
<b>Deliverable 5: Pursue Pathways (Section 3, Step 4, Tasks 4.1 – 4.3)</b>			\$10,000	<b>\$10,000</b>
<b>Deliverable 6: Integrate Goals and Policies (Section 3, Step 5)</b>			\$15,000	<b>\$15,000</b>

<b>Deliverable 7: Adopting Ordinance</b>	<b>\$5,000</b>	<b>\$5,000</b>
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\$0	\$50,000	\$80,000	\$20,000	<b>\$150,000</b>
\$50,000		\$100,000		

## Grantee Signature Process

Contract signature information needed to route through DocuSign

- Please provide signature authority's name, work title, email address, and action they will be taking
  - If an approver needs to stamp the contract, please note that in the Action column along with the size of the stamp
- DocuSign will send the contract to signers in the order you provide us, with Commerce signing last
- If you would like for the contract (while in DocuSign) to be CC'd to yourself or others please approve their name, email address, and where in the process they need to be CC'd.

Order	Name	Work Title	Email Address	Action / Notes
1	Jae Hill	CED Director	jae.hill@sheltonwa.gov	Signature Approves contract content/form
2	Mark Ziegler	City Manager	mark.ziegler@sheltonwa.gov	Signature Main contract approver
3	Donna Nault	City Clerk	Donna.Nault@sheltonwa.gov	Signature Attest other signatures
4				

Example:

Order	Name	Work Title	Email Address	Action / Notes
1	Akira Sato	Assistant City Attorney	<a href="mailto:Akira.sato@city">Akira.sato@city</a>	Signature Approves contract form
2	Kerry Smith	City Manager	<a href="mailto:Kerry.smith@city">Kerry.smith@city</a>	Signature Main contract approver
3	Jesse Sanchez Garcia	City Clerk	<a href="mailto:Jesse.sanchezgarcia@city">Jesse.sanchezgarcia@city</a>	Signature Attest other signatures
4	Jesse Sanchez Garcia	City Clerk	<a href="mailto:Jesse.sanchezgarcia@city">Jesse.sanchezgarcia@city</a>	Stamp City Seal Stamp (2" diameter)
1	Sam Williams	Planner	<a href="mailto:Sam.williams@city">Sam.williams@city</a>	CC Send to at the same time as City Attorney
2	Jordan Brown	Planning Director	<a href="mailto:Jordan.brown@city">Jordan.brown@city</a>	CC Send to at the same time as City Manager