



Shelton City Council
Meeting Agenda
March 5, 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 110150 through 110185 and EFT payment numbers 185 through 196 in the total amount of \$94,839.67
2. Vouchers numbered 110191 through 110219 and EFT payment numbers 197 through 208 in the total amount of \$171,257.25

D. Presentations

1. American Red Cross Month Proclamation

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

1. Resolution No. 1320-0224 TIB Grant Acceptance for Olympic Hwy. N. Improvements – Presented by Capital Projects Manager Aaron Nix

F. Action Agenda (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. Parks Advisory Board Appointment – Presented by Parks & Recreation Supervisor Jordanne Krumpols
4. Meadows Edge Final Plat Approval – Presented by Senior Planner Jason Dose
5. Resolution No. 1318-0224 Mason County Garbage Rates - Presented by City Manager Mark Ziegler
6. Resolution No. 1319-0224 MOU with Mason County for .09 Funds – Presented by City Manager Mark Ziegler
7. Designated Crisis Responder Contracts – Presented by City Manager Mark Ziegler

G. Administration Reports

1. City Manager Report

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

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

I. New Items for Discussion

J. Announcement of Next Meeting – March 19, 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 (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. 3/12 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Emergency Management Basics 	Packet Items Due: 3/8 @ noon
Tues. 3/19 5:45 p.m.	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 3/8 @ 5:00 p.m.
Tues. 3/19 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> January Financial Status Report Business Agenda <ul style="list-style-type: none"> Resolution No. 1321-0224 ADA Transition Plan Contract, Transpo Library Deck Grant Acceptance Ordinance No. 2020-0224 Frontage Improvement Charge & Transportation Impact Fee Updates Action Agenda <ul style="list-style-type: none"> Resolution No. 1320-0224 Acceptance of TIB Grant for Olympic Highway North Improvements Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 3/8 @ 5:00 p.m.
Tues. 3/26 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> International Property Maintenance Code 	Packet Items Due: 3/22 @ noon
Tues. 4/2 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> Business Agenda <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Resolution No. 1321-0224 ADA Transition Plan Contract, Transpo Library Deck Grant Acceptance Ordinance No. 2020-0224 Frontage Improvement Charge & Transportation Impact Fee Updates Administration Report	Packet Items Due: 3/22 @ 5:00 p.m.

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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"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • February Financial Status Report Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 4/5 @ 5:00 p.m.
Tues. 4/23 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 4/19 @ noon
Tues. 5/7 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 4/26 @ 5:00 p.m.
Tues. 5/14 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 5/10 @ noon
Tues. 5/21 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 5/10 @ 5:00 p.m.
Tues. 5/28 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 5/24 @ 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
- Resolution No. 1317-0224 Police Vehicle Purchase

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 110150 through number 110185 and EFT payment numbers 185 through 196 in the total amount of \$94,839.67 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 16th of February, 2024.

Michael H. Githens
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: APPKT03025 - FEBRUARY 16, 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						
009231	DARREN PARSE	02/16/2024	EFT	0.00	337.50	185
023078	FASTENAL COMPANY	02/16/2024	EFT	0.00	627.34	186
040960	GRAINGER	02/16/2024	EFT	0.00	205.06	187
VEN02494	HD SUPPLY, INC	02/16/2024	EFT	0.00	1,034.13	188
VEN02276	JAMES N DOCTER	02/16/2024	EFT	0.00	3,000.00	189
082975	L. G. ISAACSON CO. INC.	02/16/2024	EFT	0.00	451.26	190
132235	MOUNTAIN MIST WATER	02/16/2024	EFT	0.00	152.18	191
151000	P. U. D. # 3	02/16/2024	EFT	0.00	19,312.10	192
158001	PITNEY BOWES	02/16/2024	EFT	0.00	554.51	193
VEN02470	SIMPLY CONTROLS	02/16/2024	EFT	0.00	1,428.00	194
VEN02449	THE NICHOLS GROUP RELATIONS, LI	02/16/2024	EFT	0.00	3,000.00	195
VEN02458	THOMAS GARVEY	02/16/2024	EFT	0.00	800.00	196
000401	A T & T	02/16/2024	Regular	0.00	57.73	110150
001039	AIRGAS, INC	02/16/2024	Regular	0.00	457.06	110151
001500	ALVIN C. JOHNSON	02/16/2024	Regular	0.00	360.00	110152
002982	APP	02/16/2024	Regular	0.00	3,951.05	110153
002520	ARAMARK	02/16/2024	Regular	0.00	202.71	110154
098000	BUILDERS FIRSTSOURCE	02/16/2024	Regular	0.00	32.63	110155
005910	CAPITAL INDUSTRIAL INC.	02/16/2024	Regular	0.00	137.03	110156
006400	CASCADE NATURAL GAS	02/16/2024	Regular	0.00	4,589.50	110157
108679	CENTRAL MASON FIRE AND EMS	02/16/2024	Regular	0.00	14,466.00	110158
009351	DELAGE LANDEN FINANCIAL SVCS	02/16/2024	Regular	0.00	201.98	110159
009573	DEPT OF ECOLOGY	02/16/2024	Regular	0.00	24,620.12	110160
009595	DEPT. OF LICENSING	02/16/2024	Regular	0.00	39.00	110161
VEN01592	EDGAR JERONIMO PABLO	02/16/2024	Regular	0.00	700.00	110162
159001	FERGUSON ENTERPRISES LLC #3325	02/16/2024	Regular	0.00	775.80	110163
VEN02460	FIRST CITIZENS BANK & TRUST CO	02/16/2024	Regular	0.00	515.71	110164
045150	HACH COMPANY	02/16/2024	Regular	0.00	547.54	110165
VEN02522	JENNINGS EQUIPMENT, INC	02/16/2024	Regular	0.00	3,341.80	110166
VEN02528	JESSICA DEAN	02/16/2024	Regular	0.00	150.00	110167
VEN01821	KITSAP GARAGE DOOR CO	02/16/2024	Regular	0.00	453.15	110168
VEN02526	KNIGHT FIRE PROTECTION, INC	02/16/2024	Regular	0.00	212.16	110169
VEN02527	LONNIE D LYERLA	02/16/2024	Regular	0.00	659.93	110170
VEN02525	MASON COUNTY REPUBLICANS CEN	02/16/2024	Regular	0.00	400.00	110171
VEN02402	MVIX (USA), INC	02/16/2024	Regular	0.00	129.08	110172
142300	NISQUALLY INDIAN TRIBE	02/16/2024	Regular	0.00	14.45	110173
144504	NSI LAB SOLUTIONS, INC	02/16/2024	Regular	0.00	715.00	110174
VEN02312	ODP BUSINESS SOLUTIONS LLC	02/16/2024	Regular	0.00	124.75	110175
VEN02523	RAH INTERMEDIATE, LLC	02/16/2024	Regular	0.00	239.32	110176
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	02/16/2024	Regular	0.00	2,546.75	110177
VEN02177	SOUTH SOUND APPLIANCE	02/16/2024	Regular	0.00	32.63	110178
178252	TASCHNER LAW, PLLC	02/16/2024	Regular	0.00	1,500.00	110179
VEN02199	TERMINIX PROCESSING CENTER	02/16/2024	Regular	0.00	143.62	110180
200985	THURSTON CO PUBLIC HEALTH	02/16/2024	Regular	0.00	672.00	110181
201300	TOZIER BROS INC.	02/16/2024	Regular	0.00	591.34	110182
202195	U.S. BANK N.A.-CUSTODY	02/16/2024	Regular	0.00	46.00	110183
202340	UTILITIES UNDERGROUND LOCATIO	02/16/2024	Regular	0.00	96.36	110184

Check Register

Packet: APPKT03025-FEBRUARY 16, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
053987	WESTBAY NAPA AUTO PARTS	02/16/2024	Regular	0.00	215.39	110185

Bank Code APBNK-Main Summary

	Payable Count	Payment Count	Discount	Payment
Regular Checks	66	36	0.00	63,937.59
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	24	12	0.00	30,902.08
Virtual Payments	0	0	0.00	0.00
	90	48	0.00	94,839.67 ✓

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2024	94,839.67
			<u>94,839.67</u>



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
009231	DARREN PARSE	02/16/2024	EFT	0.00	337.50	185
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INTERPRETATION</u> Invoice		02/07/2024	INTERPRETATION020724	0.00	337.50	
<u>001-112-000-51251-4106</u>		Interpreter Expenses		INTERPRETATION020724	337.50	
023078	FASTENAL COMPANY	02/16/2024	EFT	0.00	627.34	186
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>WATUM221157</u> Invoice		02/06/2024	CUST# WATUM1869 WIPERS, BRMS, HAN	0.00	271.22	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST# WATUM1869 WIPE	271.22	
<u>WATUM221343</u> Invoice		02/12/2024	CUST#1WATUM1039- AEDPLUS BATTERY	0.00	356.12	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#1WATUM1039- AED	356.12	
040960	GRAINGER	02/16/2024	EFT	0.00	205.06	187
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9005352431</u> Invoice		01/30/2024	ACCT#839177342- 24 IN BLADE	0.00	127.42	
<u>503-000-000-54865-3100</u>		Office and Operating		ACCT#839177342- 24 IN B	127.42	
<u>9006593694</u> Invoice		02/01/2024	ACCT#839177342- AIR SAFETY VALVE 000	0.00	15.47	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT#839177342- AIR SAF	15.47	
<u>9006593702</u> Invoice		02/01/2024	ACCT#839177342- AIR SAFETY VALVES 00	0.00	62.17	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT#839177342- AIR SAF	62.17	
VEN02494	HD SUPPLY, INC	02/16/2024	EFT	0.00	1,034.13	188
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INVO0264549</u> Invoice		02/01/2024	CUST#925099- HACH DR300 CHLORINE,R	0.00	1,034.13	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST#925099- HACH DR30	1,034.13	
VEN02276	JAMES N DOCTER	02/16/2024	EFT	0.00	3,000.00	189
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>8</u> Invoice		02/08/2024	FEBRUARY 2024 COURT FACILITATOR- ITC	0.00	3,000.00	
<u>001-112-000-51251-4109</u>		Other Professional Servic	23-ITC	FEBRUARY 2024 COURT FA	3,000.00	
082975	L. G. ISAACSON CO. INC.	02/16/2024	EFT	0.00	451.26	190
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>T341724</u> Invoice		02/08/2024	CUST# SHECITO- CHAIN ASSEMBLY	0.00	451.26	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST# SHECITO- CHAIN AS	451.26	
132235	MOUNTAIN MIST WATER	02/16/2024	EFT	0.00	152.18	191
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>005839286</u> Invoice		02/09/2024	ACCT#088436- WATER, CUPS, RNTL	0.00	64.03	
<u>401-000-000-53480-3100</u>		Office and Operating		ACCT#088436- WATER, CU	55.33	
<u>401-000-000-53480-4500</u>		Operating Rentals		ACCT#088436- WATER, CU	8.70	
<u>005839308</u> Invoice		02/09/2024	ACCT#088436-WATER, RNTL	0.00	18.10	
<u>001-112-000-51251-3100</u>		Office and Operating		ACCT#088436-WATER, RN	13.75	
<u>001-112-000-51251-4500</u>		Operating Rentals		ACCT#088436-WATER, RN	4.35	
<u>005839309</u> Invoice		02/09/2024	ACCT#008436- WATER, RENTAL	0.00	70.05	

Check Register

Packet: APPKT03025-FEBRUARY 16, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>001-130-000-51810-3100</u>		Office and Operating	ACCT#008436- WATER, RE	61.35		
<u>001-130-000-51810-4500</u>		Operating Rentals	ACCT#008436- WATER, RE	8.70		
151000	P. U. D. # 3	02/16/2024	EFT	0.00	19,312.10	192
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>26551001FEB24</u>	Invoice	02/06/2024	26551001FEB24		2,803.25	
<u>402-400-000-53580-4700</u>		Utility Services-Sewer Ma		26551001FEB24	2,803.25	
<u>277201001FEB24</u>	Invoice	02/07/2024	277201001FEB24		198.71	
<u>401-000-000-53480-4700</u>		Utility Services-Water		277201001FEB24	198.71	
<u>27837001FEB24</u>	Invoice	02/06/2024	27837001FEB24		2,009.64	
<u>101-000-000-54263-4700</u>		Utility Services		27837001FEB24	2,009.64	
<u>27839002FEB24</u>	Invoice	02/06/2024	27839002FEB24		10,081.77	
<u>101-000-000-54263-4700</u>		Utility Services		27839002FEB24	10,081.77	
<u>28249001FEB24</u>	Invoice	02/07/2024	28249001FEB24		3,851.14	
<u>001-142-000-51890-4715</u>		Utility Services-Civic Ctr		28249001FEB24	3,851.14	
<u>32453001FEB24</u>	Invoice	02/06/2024	32453001FEB24		94.66	
<u>001-141-000-57680-4700</u>		Utility Services-Park		32453001FEB24	94.66	
<u>35337001FEB24</u>	Invoice	02/06/2024	35337001FEB24		92.41	
<u>101-000-000-54264-4700</u>		Utility Services		35337001FEB24	92.41	
<u>8511001FEB24</u>	Invoice	02/07/2024	8511001FEB24		180.52	
<u>401-000-000-53480-4700</u>		Utility Services-Water		8511001FEB24	180.52	
158001	PITNEY BOWES	02/16/2024	EFT	0.00	554.51	193
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3318714037</u>	Invoice	02/09/2024	ACCT#0016679919 LEASE		554.51	
<u>001-142-000-59118-7001</u>		Long Term Lease - Genera		ACCT#0016679919 LEASE	554.51	
VEN02470	SIMPLY CONTROLS	02/16/2024	EFT	0.00	1,428.00	194
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>002027</u>	Invoice	02/13/2024	CUST#0001151- WIRE IN MOTOR AND LA		1,428.00	
<u>402-400-000-53580-4800</u>		Repairs and Maintenance		CUST#0001151- WIRE IN	1,428.00	
VEN02449	THE NICHOLS GROUP RELATIONS, LI	02/16/2024	EFT	0.00	3,000.00	195
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2174</u>	Invoice	02/10/2024	CONSULTING SERVICES FEBRUARY 2024		3,000.00	
<u>001-120-000-51310-4100</u>		Professional Services/Adv		CONSULTING SERVICES FE	3,000.00	
VEN02458	THOMAS GARVEY	02/16/2024	EFT	0.00	800.00	196
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1012</u>	Invoice	02/09/2024	CONFLICT ATTORNEY SERVICES		800.00	
<u>001-122-000-51593-4101</u>		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	800.00	
000401	A T & T	02/16/2024	Regular	0.00	57.73	110150
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0302659923001F</u>	Invoice	02/03/2024	0302659923001FEB24		57.73	
<u>402-400-000-53580-4200</u>		Communication		0302659923001FEB24	57.73	
001039	AIRGAS, INC	02/16/2024	Regular	0.00	457.06	110151

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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>9146418024</u>	Invoice	01/30/2024	ACCT#2346039- MISC SUPPLIES	0.00	457.06	
<u>503-000-000-54865-3100</u>		Office and Operating		ACCT#2346039- MISC SUP	457.06	
001500	ALVIN C. JOHNSON	02/16/2024	Regular	0.00	360.00	110152
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>MEDREIMBFEB24</u>	Invoice	02/14/2024	DIABETICSENSORFEB24REIMBURSEMENT	0.00	360.00	
<u>502-000-000-51725-2034</u>		Non-Insured Med Costs-R		DIABETIC SENSOR FEB24 R	360.00	
002982	APP	02/16/2024	Regular	0.00	3,951.05	110153
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>24-024256</u>	Invoice	02/07/2024	ACCT#AP7500158-FUEL	0.00	3,566.95	
<u>503-250-000-58900-0001</u>		Inventory-Gas		ACCT#AP7500158-FUEL	3,566.95	
<u>24-024578</u>	Invoice	02/08/2024	ACCT#AP7500158-CHV MULTIFAK EP	0.00	384.10	
<u>503-000-000-54865-3101</u>		Vehicle Supplies		ACCT#AP7500158-CHV M	230.46	
<u>503-000-000-54865-3103</u>		Vehicle Supp-EM&R Vehic		ACCT#AP7500158-CHV M	153.64	
002520	ARAMARK	02/16/2024	Regular	0.00	202.71	110154
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5120398248</u>	Invoice	01/24/2024	CUST#792105973 COVERALLS,MATS,TOW	0.00	65.71	
<u>402-400-000-53580-4900</u>		Miscellaneous		CUST#792105973 COVERA	65.71	
<u>5120402485</u>	Invoice	01/31/2024	CUST#792105973 COVERALLS,MATS,TOW	0.00	65.71	
<u>402-400-000-53580-4900</u>		Miscellaneous		CUST#792105973 COVERA	65.71	
<u>5120406768</u>	Invoice	02/07/2024	CUST# 792105972- COVERALLS,MATS,TO	0.00	71.29	
<u>401-000-000-53480-4901</u>		Miscellaneous - Shop		CUST# 792105972- COVER	71.29	
098000	BUILDERS FIRSTSOURCE	02/16/2024	Regular	0.00	32.63	110155
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>88610880</u>	Invoice	02/12/2024	ACCT#671668- TOILET TANK RPR KIT	0.00	32.63	
<u>401-000-000-53480-3100</u>		Office and Operating		ACCT#671668- TOILET TAN	32.63	
005910	CAPITAL INDUSTRIAL INC.	02/16/2024	Regular	0.00	137.03	110156
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0000062222</u>	Invoice	02/08/2024	CUST#CUS-0178-FLUSH MNT, LED PLT LA	0.00	137.03	
<u>503-000-000-54865-3100</u>		Office and Operating		CUST#CUS-0178-FLUSH M	16.72	
<u>503-000-000-54865-3102</u>		Oper Supplies-Parts		CUST#CUS-0178-FLUSH M	120.31	
006400	CASCADE NATURAL GAS	02/16/2024	Regular	0.00	4,589.50	110157
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>01912100003FEB</u>	Invoice	02/02/2024	01912100003FEB24	0.00	211.42	
<u>001-140-000-55430-4700</u>		Utility Services-Animal Sh		01912100003FEB24	211.42	
<u>07912100000FEB</u>	Invoice	02/02/2024	07912100000FEB	0.00	745.50	
<u>001-142-000-57250-4700</u>		Utility Services-Library		07912100000FEB	745.50	
<u>31538372017FEB</u>	Invoice	02/02/2024	31538372017FEB24	0.00	818.78	
<u>402-400-000-53580-4700</u>		Utility Services-Sewer Ma		31538372017FEB24	818.78	
<u>53617506497FEB</u>	Invoice	02/02/2024	53617506497FEB24	0.00	122.43	
<u>401-000-000-53480-4701</u>		Utility Services - Shop		53617506497FEB24	122.43	
<u>70912100008FEB</u>	Invoice	02/02/2024	70912100008FEB24	0.00	905.18	
<u>401-000-000-53480-4701</u>		Utility Services - Shop		70912100008FEB24	905.18	
<u>80912100007FEB</u>	Invoice	02/02/2024	80912100007FEB24	0.00	83.16	
<u>401-000-000-53480-4701</u>		Utility Services - Shop		80912100007FEB24	83.16	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
88112100008FEB	Invoice	02/02/2024	88112100008FEB24	0.00	745.50	
001-142-000-51890-4715	Utility Services-Civic Ctr		88112100008FEB24		745.50	
90912100006FEB	Invoice	02/02/2024	90912100006FEB24	0.00	957.53	
401-000-000-53480-4701	Utility Services - Shop		90912100006FEB24		957.53	
108679	CENTRAL MASON FIRE AND EMS	02/16/2024	Regular	0.00	14,466.00	110158
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1144	Invoice	11/28/2023	SEPTEMBER 2023 FIRE MARSHAL FEES	0.00	4,513.00	
001-119-000-52230-4103	Prof Svcs Fire Prevention-		SEPTEMBER 2023 FIRE MA		4,513.00	
1145	Invoice	11/28/2023	OCTOBER 2023 FIRE MARSHAL FEE	0.00	2,634.00	
001-119-000-52230-4103	Prof Svcs Fire Prevention-		OCTOBER 2023 FIRE MARS		2,634.00	
1146	Invoice	11/28/2023	NOVEMBER 2023 FIRE MARSHAL FEES	0.00	2,470.00	
001-119-000-52230-4103	Prof Svcs Fire Prevention-		NOVEMBER 2023 FIRE MA		2,470.00	
1175	Invoice	02/02/2024	DECEMBER 2023 FIRE MARSHAL FEES	0.00	2,107.50	
001-119-000-52230-4103	Prof Svcs Fire Prevention-		DECEMBER 2023 FIRE MA		2,107.50	
1176	Invoice	02/02/2024	JANUARY 2024 FIRE MARSHAL FEES	0.00	2,741.50	
001-119-000-52230-4103	Prof Svcs Fire Prevention-		JANUARY 2024 FIRE MARS		2,741.50	
009351	DELAGÉ LANDEN FINANCIAL SVCS	02/16/2024	Regular	0.00	201.98	110159
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
81927318	Invoice	02/10/2024	CONTRACT#500-50411706	0.00	201.98	
001-118-000-59121-7001	Long Term Lease - Police		CONTRACT#500-50411706		201.98	
009573	DEPT OF ECOLOGY	02/16/2024	Regular	0.00	24,620.12	110160
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
LN-000003814	Invoice	02/01/2024	L0200016/FINAL	0.00	24,620.12	
402-700-000-59135-7809	Princ-DOE-WWTP Digeste		L0200016/FINAL		24,620.12	
009595	DEPT. OF LICENSING	02/16/2024	Regular	0.00	39.00	110161
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
SHP240006	Invoice	02/13/2024	SHP240006	0.00	18.00	
657-000-000-58600-0007	Concealed Pistol Permits		SHP240006		18.00	
SHP240010	Invoice	02/07/2024	SHP240010	0.00	21.00	
657-000-000-58600-0007	Concealed Pistol Permits		SHP240010		21.00	
VEN01592	EDGAR JERONIMO PABLO	02/16/2024	Regular	0.00	700.00	110162
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
609	Invoice	02/06/2024	THERAPEUTIC COURT	0.00	700.00	
001-112-000-51251-4106	Interpreter Expenses		23-ITC		700.00	
159001	FERGUSON ENTERPRISES LLC #3325	02/16/2024	Regular	0.00	775.80	110163
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0255415	Invoice	02/07/2024	COLD SHOT PIPE FREEZE KIT	0.00	775.80	
401-000-000-53480-3100	Office and Operating		COLD SHOT PIPE FREEZE K		775.80	
VEN02460	FIRST CITIZENS BANK & TRUST CO	02/16/2024	Regular	0.00	515.71	110164
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
44147650	Invoice	02/10/2024	CUST# 2000176406- COURT COPIERS	0.00	515.71	
001-112-000-59112-7001	Long Term Lease - Muni C		CUST# 2000176406- COUR		515.71	
045150	HACH COMPANY	02/16/2024	Regular	0.00	547.54	110165

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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	
13912839	Invoice	02/07/2024	ACCT#341640- MISC SUPPLIES	0.00	547.54	
402-400-000-53580-3100		Office and Operating		ACCT#341640- MISC SUPP	547.54	
VEN02522	JENNINGS EQUIPMENT, INC	02/16/2024	Regular	0.00	3,341.80	110166
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
97666C	Invoice	02/06/2024	ACCT# 2677- KUB K7937B THUMB ASSET1	0.00	3,341.80	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT# 2677- KUB K7937B	3,341.80	
VEN02528	JESSICA DEAN	02/16/2024	Regular	0.00	150.00	110167
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CCRENTALREFUN	Invoice	02/15/2024	CCRENTALREFUNDFEB24	0.00	150.00	
001-000-000-362400002		ShortTerm Facility Rental		CCRENTALREFUNDFEB24	150.00	
VEN01821	KITSAP GARAGE DOOR CO	02/16/2024	Regular	0.00	453.15	110168
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
120128	Invoice	02/08/2024	REPLACE ROLLERS, HINGES	0.00	453.15	
401-000-000-53480-4800		Repairs and Maintenance		REPLACE ROLLERS, HINGES	453.15	
VEN02526	KNIGHT FIRE PROTECTION, INC	02/16/2024	Regular	0.00	212.16	110169
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PERMITREFUNDE	Invoice	02/12/2024	PERMITREFUNDFEB2024	0.00	212.16	
001-000-000-322100004		Fire Auto Sprinkler Permit		PERMITREFUNDFEB2024	200.00	
001-000-000-369910001		Misc - Technology Fee		PERMITREFUNDFEB2024	8.00	
001-000-000-369910002		Misc - Credit Card Surcha		PERMITREFUNDFEB2024	4.16	
VEN02527	LONNIE D LYERLA	02/16/2024	Regular	0.00	659.93	110170
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
837362	Invoice	12/19/2023	GUTTER, DOWNSPOUT, CRNR REPAIR	0.00	659.93	
401-000-000-53480-4800		Repairs and Maintenance		GUTTER, DOWNSPOUT, CR	659.93	
VEN02525	MASON COUNTY REPUBLICANS CEN	02/16/2024	Regular	0.00	400.00	110171
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REFUNDFEB2024	Invoice	02/12/2024	DAMAGEDDEPOSITREFUNDFEB202	0.00	400.00	
657-000-000-386000002		Community Cntr Damage		DAMAGEDDEPOSITREFUND	400.00	
VEN02402	MVIX (USA), INC	02/16/2024	Regular	0.00	129.08	110172
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INVZ-2009609	Invoice	02/01/2024	SO# SOZ-2029958, PO#ESTZ-2010021	0.00	129.08	
001-112-000-51251-4109		Other Professional Servic	23-ITC	SO# SOZ-2029958, PO#EST	129.08	
142300	NISQUALLY INDIAN TRIBE	02/16/2024	Regular	0.00	14.45	110173
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
36263	Invoice	06/30/2023	INMATE PHARM REIM JUNE23	0.00	14.45	
001-123-000-52360-4100		Prof Services-Prisoner Me		INMATE PHARM REIM JUN	14.45	
144504	NSI LAB SOLUTIONS, INC	02/16/2024	Regular	0.00	715.00	110174
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
430099	Invoice	01/24/2024	CUST# 21545 TESTS	0.00	245.00	
402-400-000-53580-4100		Professional Services/Adv		CUST# 21545 TESTS	245.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
430101	Invoice	01/24/2024	CUST# 21545 TESTS	0.00	470.00	
402-400-000-53580-4100	Professional Services/Adv		CUST# 21545 TESTS		470.00	
VEN02312	ODP BUSINESS SOLUTIONS LLC	02/16/2024	Regular	0.00	124.75	110175
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
350727978001	Invoice	01/25/2024	ACCT#28972108- MONITOR STAND	0.00	50.04	
401-000-000-53480-3100	Office and Operating		ACCT#28972108- MONITO		50.04	
350733677001	Invoice	01/25/2024	ACCT#28972108- STAPLER	0.00	6.98	
401-000-000-53480-3100	Office and Operating		ACCT#28972108- STAPLER		6.98	
350733696001	Invoice	01/25/2024	ACCT#28972108-POST ITS, PENCILS, HILG	0.00	36.19	
401-000-000-53480-3100	Office and Operating		ACCT#28972108-POST ITS,		36.19	
350733718001	Invoice	01/25/2024	ACCT# 28972108,GRN PENS	0.00	31.54	
401-000-000-53480-3100	Office and Operating		ACCT# 28972108,GRN PEN		31.54	
VEN02523	RAH INTERMEDIATE, LLC	02/16/2024	Regular	0.00	239.32	110176
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV221941	Invoice	01/25/2024	CUST# 5381369- 4 GAL. CON. DISINFECTA	0.00	239.32	
001-140-000-55430-3100	Office and Operating - Ani		CUST# 5381369- 4 GAL. CO		239.32	
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	02/16/2024	Regular	0.00	2,546.75	110177
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
75329	Invoice	02/06/2024	WALLACE KNEELAND-SHELTON SPRINGS T	0.00	2,546.75	
101-000-000-54230-4100	Professional Services/Adv		18-ACCESSIIB		2,546.75	
VEN02177	SOUTH SOUND APPLIANCE	02/16/2024	Regular	0.00	32.63	110178
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
82405	Invoice	01/05/2024	DOOR SWITCH	0.00	32.63	
001-140-000-55430-3100	Office and Operating - Ani		DOOR SWITCH		32.63	
178252	TASCHNER LAW, PLLC	02/16/2024	Regular	0.00	1,500.00	110179
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
25	Invoice	02/08/2024	FEB 2024 PUBLIC DEFENDER PARTICIPATI	0.00	1,500.00	
001-122-000-51593-4101	LEGAL - OPD Grant Public		FEB 2024 PUBLIC DEFENDE		1,500.00	
VEN02199	TERMINIX PROCESSING CENTER	02/16/2024	Regular	0.00	143.62	110180
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
442837670	Invoice	01/29/2024	CUST# 13959326 - 122 W FRANKLIN ST	0.00	143.62	
001-119-000-52250-4100	Professional Services/Adv		CUST# 13959326 - 122 W		143.62	
200985	THURSTON CO PUBLIC HEALTH	02/16/2024	Regular	0.00	672.00	110181
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
LABFEESFEB24	Invoice	02/06/2024	LABFEESFEB24	0.00	672.00	
401-000-000-53480-4100	Professional Services/Adv		LABFEESFEB24		672.00	
201300	TOZIER BROS INC.	02/16/2024	Regular	0.00	591.34	110182
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
468220	Invoice	02/08/2024	NUTS, BOLTS, ROLLER FRAMES	0.00	27.11	
001-141-000-57680-3100	Office and Operating		NUTS, BOLTS, ROLLER FRA		27.11	
468248	Invoice	02/09/2024	CUST#20090- CHAIN COIL 3/16 G30 150	0.00	427.58	
001-141-000-57680-3100	Office and Operating		CUST#20090- CHAIN COIL		427.58	
468264	Invoice	02/12/2024	CUST#20090- LINZER HP ROLLER 4PK	0.00	13.21	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-141-000-57680-3100		Office and Operating	CUST#20090- LINZER HP R		13.21	
468273	Invoice	02/12/2024	CUST# 20090 - NUTS AND BOLTS	0.00	6.07	
001-141-000-57680-3100		Office and Operating	CUST# 20090 - NUTS AND		6.07	
468274	Invoice	02/12/2024	CUST# 20090- NUTS AND BOLT	0.00	1.18	
001-141-000-57680-3100		Office and Operating	CUST# 20090- NUTS AND		1.18	
468293	Invoice	02/13/2024	CUST# 20090- MISC SUPPLIES	0.00	78.30	
402-400-000-53580-3100		Office and Operating	CUST# 20090- MISC SUPPL		78.30	
468295	Invoice	02/13/2024	CUST#20090- SAW BLADE, PIPE	0.00	27.74	
402-400-000-53580-3100		Office and Operating	CUST#20090- SAW BLADE,		27.74	
468298	Invoice	02/13/2024	CUST# 20090 - HEX BUSHINGS, PT X PT BS	0.00	10.15	
402-400-000-53580-3100		Office and Operating	CUST# 20090 - HEX BUSHI		10.15	
202195	U.S. BANK N.A.-CUSTODY	02/16/2024	Regular	0.00	46.00	110183
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
CUSTODYCHARGE	Invoice	02/14/2024	CUSTODYCHARGESJAN24	0.00	46.00	
001-111-000-51423-4102	Prof Services-Banking Fee		MONTHLYMAINTJAN24		46.00	
202340	UTILITIES UNDERGROUND LOCATIO	02/16/2024	Regular	0.00	96.36	110184
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
4010228	Invoice	01/31/2024	ACCT#100100EXCAVATIONNOTIFICATION	0.00	96.36	
401-000-000-53480-4100	Professional Services/Adv		ACCT#100100EXCAVATION		32.12	
402-400-000-53580-4100	Professional Services/Adv		ACCT#100100EXCAVATION		32.12	
404-000-000-53180-4105	Professional Services/Adv		ACCT#100100EXCAVATION		32.12	
053987	WESTBAY NAPA AUTO PARTS	02/16/2024	Regular	0.00	215.39	110185
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
070440	Invoice	02/08/2024	CUST#4296 ALUM ANT-SEIZE	0.00	10.83	
402-400-000-53580-3100	Office and Operating		CUST#4296 ALUM ANTI-SE		10.83	
070904	Invoice	02/12/2024	ACCT#4296- UNIVERSAL CEMENT	0.00	10.88	
503-000-000-54865-3100	Office and Operating		ACCT#4296- UNIVERSAL C		10.88	
071095	Invoice	02/13/2024	ACCT#4296- SPIN ON FLUID FIL 65849D	0.00	41.76	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		ACCT#4296- SPIN ON FLUI		41.76	
071191	Invoice	02/14/2024	ACCT#4292- FLUID, FILTERS 69986D	0.00	134.62	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		ACCT#4292- FLUID, FILTER		134.62	
071225	Invoice	02/14/2024	ACCT#4296-FOAM TAPE GRAY 69986D	0.00	17.30	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		ACCT#4296-FOAM TAPE G		17.30	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	66	36	0.00	63,937.59
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	24	12	0.00	30,902.08
Virtual Payments	0	0	0.00	0.00
	90	48	0.00	94,839.67

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2024	94,839.67
			<u>94,839.67</u>

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein vouchers number 110191 through number 110219 and EFT payment numbers 197 through 208 in the total amount of \$171,257.25 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 23rd 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: APPKT03031 - FEBRUARY 23 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						
2901	ASPECT CONSULTING, LLC	02/23/2024	EFT	0.00	1,203.75	197
004914	BRADY TRUCKING	02/23/2024	EFT	0.00	200.00	198
005900	CAPITAL BUSINESS MACHINES	02/23/2024	EFT	0.00	138.10	199
VEN02285	CONSEJO COUNSELING & REFERRAL	02/23/2024	EFT	0.00	672.08	200
023078	FASTENAL COMPANY	02/23/2024	EFT	0.00	804.33	201
045000	H.D. FOWLER COMPANY	02/23/2024	EFT	0.00	8,865.89	202
132235	MOUNTAIN MIST WATER	02/23/2024	EFT	0.00	148.64	203
151000	P. U. D. # 3	02/23/2024	EFT	0.00	21,638.54	204
	Void	02/23/2024	EFT	0.00	0.00	205
158001	PITNEY BOWES	02/23/2024	EFT	0.00	577.90	206
202392	VERIZON WIRELESS	02/23/2024	EFT	0.00	50.00	207
204123	WHISLER COMMUNICATIONS	02/23/2024	EFT	0.00	936.74	208
000050	AAA SEPTIC LLC	02/23/2024	Regular	0.00	100.00	110191
VEN02529	AMERICAN PUMP AND ELECTRIC, LL	02/23/2024	Regular	0.00	64,065.99	110192
VEN01610	ANDREA POLLARD	02/23/2024	Regular	0.00	2,400.00	110193
002982	APP	02/23/2024	Regular	0.00	4,991.84	110194
002520	ARAMARK	02/23/2024	Regular	0.00	71.29	110195
003140	ATCO INTERNATIONAL	02/23/2024	Regular	0.00	203.40	110196
VEN02340	BLT SHELTON PONY, LLC	02/23/2024	Regular	0.00	1,273.00	110197
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	02/23/2024	Regular	0.00	9,404.92	110198
VEN01782	COURTESY AUTO SERVICE & TIRE IN	02/23/2024	Regular	0.00	148.83	110199
VEN02046	DOBBS PETERBILT	02/23/2024	Regular	0.00	1,153.66	110200
159001	FERGUSON ENTERPRISES LLC #3325	02/23/2024	Regular	0.00	6,543.78	110201
023500	FERGUSON ENTERPRISES, INC.	02/23/2024	Regular	0.00	94.98	110202
VEN02425	HUMANE SOCIETY OF MASON COUN	02/23/2024	Regular	0.00	265.85	110203
VEN02487	INSLEE, BEST, DOEZIE & RYDER, P.S.	02/23/2024	Regular	0.00	118.00	110204
VEN01733	INTERNATIONAL BUSINESS INFORM	02/23/2024	Regular	0.00	2,950.25	110205
070000	JIM'S AUTO REPAIR & TOWING	02/23/2024	Regular	0.00	128.38	110206
VEN02490	LEAVI HINCHCLIFF	02/23/2024	Regular	0.00	118.22	110207
142300	NISQUALLY INDIAN TRIBE	02/23/2024	Regular	0.00	21,430.50	110208
142952	NORTH CENTRAL LABORATORIES	02/23/2024	Regular	0.00	415.48	110209
144504	NSI LAB SOLUTIONS, INC	02/23/2024	Regular	0.00	1,578.00	110210
VEN02312	ODP BUSINESS SOLUTIONS LLC	02/23/2024	Regular	0.00	151.05	110211
150076	OWEN EQUIPMENT COMPANY	02/23/2024	Regular	0.00	1,476.66	110212
161085	PROTHMAN COMPANY	02/23/2024	Regular	0.00	5,500.00	110213
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	02/23/2024	Regular	0.00	4,586.00	110214
187000	SHELTON-MASON COUNTY JOURNA	02/23/2024	Regular	0.00	24.11	110215
VEN01650	THURSTON MASON BEHAVIORAL HI	02/23/2024	Regular	0.00	749.67	110216
203780	WATER MGMNT LABORATORIES INC	02/23/2024	Regular	0.00	120.00	110217
053987	WESTBAY NAPA AUTO PARTS	02/23/2024	Regular	0.00	167.42	110218

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
025951	WILLIAMS ARCHITECTURE	02/23/2024	Regular	0.00	5,790.00	110219

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	36	29	0.00	136,021.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	42	12	0.00	35,235.97
Virtual Payments	0	0	0.00	0.00
	78	41	0.00	171,257.25

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2024	171,257.25
			171,257.25 ✓



Shelton, WA

Check Register

Packet: APPKT03031 - FEBRUARY 23 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						
2901	ASPECT CONSULTING, LLC	02/23/2024	EFT	0.00	1,203.75	197
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
54571	Invoice	02/15/2024	SHELTON "C" STREET LANDFILL	0.00	1,203.75	
403-000-000-53780-4103	Prof Services - "C" Street	"C" St. Landfill	SHELTON "C" STREET LAND		1,203.75	
004914	BRADY TRUCKING	02/23/2024	EFT	0.00	200.00	198
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
20120	Invoice	02/14/2024	YARD DEBRIS	0.00	100.00	
101-000-000-54230-3100	Office and Operating		YARD DEBRIS		100.00	
20121	Invoice	02/14/2024	YARD DEBRIS	0.00	100.00	
101-000-000-54230-3100	Office and Operating		YARD DEBRIS		100.00	
005900	CAPITAL BUSINESS MACHINES	02/23/2024	EFT	0.00	138.10	199
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV193670	Invoice	02/07/2024	CONTRACT#CN2621-01	0.00	100.87	
001-118-000-52122-4500	Operating Rentals		CONTRACT#CN2621-01		100.87	
INV193671	Invoice	02/07/2024	CONTRACT#CN2736-01	0.00	37.23	
001-118-000-52122-4500	Operating Rentals		CONTRACT#CN2736-01		37.23	
VEN02285	CONSEJO COUNSELING & REFERRAL	02/23/2024	EFT	0.00	672.08	200
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2024-1	Invoice	02/07/2024	JAN 2023 SERVICES	0.00	672.08	
001-112-000-51251-4109	Other Professional Servic	23-ITC	JAN 2023 SERVICES		672.08	
023078	FASTENAL COMPANY	02/23/2024	EFT	0.00	804.33	201
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
WATUM220916	Invoice	02/15/2024	CUST#WATUM1147- GLOVES	0.00	288.71	
503-000-000-54865-3100	Office and Operating		CUST#WATUM1147- GLOV		288.71	
WATUM220923	Invoice	02/15/2024	CUST#WATUM1991- SANITIZER, WIPES	0.00	50.20	
001-118-000-52122-3100	Office and Operating		CUST#WATUM1991- SANIT		50.20	
WATUM221429	Invoice	02/15/2024	CUST#WATUM1962- MISC SUPPLIES	0.00	465.42	
402-400-000-53580-3100	Office and Operating		CUST#WATUM1962- MISC		465.42	
045000	H.D. FOWLER COMPANY	02/23/2024	EFT	0.00	8,865.89	202
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
I6621269	Invoice	02/12/2024	ACCT#194680- STORM PIPES	0.00	1,749.20	
404-000-000-53180-3100	Office and Operating		ACCT#194680- STORM PIP		1,749.20	
I6622190	Invoice	02/13/2024	ACCT#194680- MISC PARTS	0.00	341.15	
411-000-000-59434-6300	Construction	21-AMR	ACCT#194680- MISC PART		170.58	
412-000-000-59435-6300	Construction	21-AMR	ACCT#194680- MISC PART		170.57	
I6622195	Invoice	02/13/2024	ACCT#194680- AIR VALVE PIPING	0.00	2,175.91	
401-000-000-53480-3100	Office and Operating		ACCT#194680- AIR VALVE		2,175.91	
I6622197	Invoice	02/13/2024	ACCT#194680-DUAL PURPOSE METER SET	0.00	2,149.91	
411-000-000-59434-6300	Construction	21-AMR	ACCT#194680-DUAL PURP		1,074.96	
412-000-000-59435-6300	Construction	21-AMR	ACCT#194680-DUAL PURP		1,074.95	

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Packet: APPKT03031-FEBRUARY 23 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
16622200	Invoice	02/13/2024	ACCT#194680- MISC PARTS	0.00	1,706.94	
401-000-000-53480-3100	Office and Operating		ACCT#194680- MISC PART		1,706.94	
16622203	Invoice	02/13/2024	ACCT#194680- CI RING AND COVER	0.00	742.78	
402-400-000-53580-3100	Office and Operating		ACCT#194680- CI RING AN		742.78	
132235	MOUNTAIN MIST WATER	02/23/2024	EFT	0.00	148.64	203
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005743259	Invoice	12/13/2023	ACCT#050147WWTP		45.03	
402-400-000-53580-3100	Office and Operating			ACCT#050147WWTP	36.33	
402-400-000-53580-4500	Operating Rentals			ACCT#050147WWTP	8.70	
005765543	Invoice	12/28/2023	ACCT#050147WWTP		65.11	
402-400-000-53580-3100	Office and Operating			ACCT#050147WWTP	65.11	
005839310	Invoice	02/09/2024	ACCT#088436-POLICE		38.50	
001-118-000-52122-3100	Office and Operating			ACCT#088436-POLICE	34.15	
001-118-000-52122-4500	Operating Rentals			ACCT#088436-POLICE	4.35	
151000	P. U. D. #3	02/23/2024	EFT	0.00	21,638.54	204
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
101001FEB24	Invoice	02/06/2024	101001FEB24		99.03	
101-000-000-54264-4700	Utility Services			101001FEB24	99.03	
18515001FEB24	Invoice	02/06/2024	18515001FEB24		83.99	
402-300-000-53580-4700	Utility Services-Sewer Ma			18515001FEB24	83.99	
250321001FEB24	Invoice	02/07/2024	250321001FEB24		79.28	
101-000-000-54270-4700	Utility Services-Roadside			250321001FEB24	79.28	
25911002FEB24	Invoice	02/06/2024	25911002FEB24		122.37	
101-000-000-54264-4700	Utility Services			25911002FEB24	122.37	
25911003FEB24	Invoice	02/06/2024	25911003FEB24		113.23	
001-141-000-57680-4700	Utility Services-Park			25911003FEB24	113.23	
25911005FEB24	Invoice	02/08/2024	25911005FEB24		70.17	
402-640-000-53580-4700	Utility Services-Sewer Sat			25911005FEB24	70.17	
259409001FEB24	Invoice	02/06/2024	259409001FEB24		14,117.03	
402-400-000-53580-4700	Utility Services-Sewer Ma			259409001FEB24	14,117.03	
26717001FEB24	Invoice	02/06/2024	26717001FEB24		144.65	
401-000-000-53480-4701	Utility Services - Shop			26717001FEB24	144.65	
26729001FEB24	Invoice	02/06/2024	26729001FEB24		568.11	
401-000-000-53480-4700	Utility Services-Water			26729001FEB24	568.11	
26857001FEB24	Invoice	02/06/2024	26857001FEB24		28.68	
101-000-000-54265-4700	Utility Services			26857001FEB24	28.68	
27639001FEB24	Invoice	02/06/2024	27639001FEB24		508.38	
001-142-000-57530-4700	Utility Services-Museum			27639001FEB24	508.38	
277201002FEB24	Invoice	02/08/2024	277201002FEB24		115.33	
401-000-000-53480-4700	Utility Services-Water			277201002FEB24	115.33	
30003001FEB24	Invoice	02/06/2024	30003001FEB24		190.37	
001-141-000-57680-4700	Utility Services-Park			30003001FEB24	190.37	
30003002FEB24	Invoice	02/06/2024	30003002FEB24		2,093.11	
402-400-000-53580-4700	Utility Services-Sewer Ma			30003002FEB24	2,093.11	
35199001FEB24	Invoice	02/06/2024	35199001FEB24		235.49	
001-140-000-55430-4700	Utility Services-Animal Sh			35199001FEB24	235.49	
35201001FEB24	Invoice	02/06/2024	35201001FEB24		1,886.23	
401-000-000-53480-4700	Utility Services-Water			35201001FEB24	1,886.23	
35665001FEB24	Invoice	02/06/2024	35665001FEB24		774.00	
001-142-000-57250-4700	Utility Services-Library			35665001FEB24	774.00	

Check Register

Packet: APPKT03031-FEBRUARY 23 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
45451001FEB24	Invoice	02/06/2024	45451001FEB24	0.00	179.81	
401-000-000-53480-4700	Utility Services-Water		45451001FEB24		179.81	
46051001FEB24	Invoice	02/06/2024	46051001FEB24	0.00	153.60	
401-000-000-53480-4700	Utility Services-Water		46051001FEB24		153.60	
47009001FEB24	Invoice	02/06/2024	47009001FEB24	0.00	75.68	
402-300-000-53580-4700	Utility Services-Sewer Ma		47009001FEB24		75.68	
158001	**Void**	02/23/2024	EFT	0.00	0.00	205
	PITNEY BOWES	02/23/2024	EFT	0.00	577.90	206
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1024806691	Invoice	02/13/2024	ACCT#0016679919-RED INK	CARTRIDGE	0.00	577.90
001-142-000-51890-3115	Office and Operating-Civi		ACCT#0016679919-RED IN		577.90	
202392	VERIZON WIRELESS	02/23/2024	EFT	0.00	50.00	207
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9022347234	Invoice	02/08/2024	ACCT#WA155314		0.00	50.00
001-118-000-52122-4200	Communication		ACCT#WA155314		50.00	
204123	WHISLER COMMUNICATIONS	02/23/2024	EFT	0.00	936.74	208
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16372	Invoice	02/15/2024	MICROPHONES, LI-ION BATTERIES		0.00	668.46
001-118-000-52122-3100	Office and Operating		MICROPHONES, LI-ION BA		668.46	
16373	Invoice	02/15/2024	RADIO REPAIR		0.00	268.28
001-118-000-52122-4800	Repairs and Maintenance		RADIO REPAIR		268.28	
000050	AAA SEPTIC LLC	02/23/2024	Regular	0.00	100.00	110191
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
122428	Invoice	11/01/2023	CUST#C2936 SHELTON SPRINGS COURSE		0.00	100.00
001-141-000-57680-4500	Operating Rentals		CUST#C2936 SHELTON SPR		100.00	
VEN02529	AMERICAN PUMP AND ELECTRIC, LL	02/23/2024	Regular	0.00	64,065.99	110192
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PAYESTIMATEQ01	Invoice	02/20/2024	WELL#4 PUMP REPLACEMENT PROJECT		0.00	64,065.99
401-000-000-59434-6300	WATER CAPITAL EXP-Cons		24-WELL 4 PUMP	WELL#4 PUMP REPLACEM	64,065.99	
VEN01610	ANDREA POLLARD	02/23/2024	Regular	0.00	2,400.00	110193
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
389	Invoice	02/17/2024	FLAGGER CLASS FEBRUARY 2024		0.00	2,400.00
001-112-000-51251-4907	Miscellaneous-Training		FLAGGER CLASS FEBRUARY		80.00	
001-141-000-57680-4907	Miscellaneous-Training		FLAGGER CLASS FEBRUARY		240.00	
001-142-000-51830-4907	Miscellaneous-Training		FLAGGER CLASS FEBRUARY		240.00	
101-000-000-54230-4907	Miscellaneous-Training		FLAGGER CLASS FEBRUARY		320.00	
401-000-000-53480-4907	Miscellaneous-Training		FLAGGER CLASS FEBRUARY		640.00	
402-400-000-53580-4907	Miscellaneous-Training		FLAGGER CLASS FEBRUARY		560.00	
404-000-000-53180-4907	Miscellaneous-Training		FLAGGER CLASS FEBRUARY		240.00	
503-100-000-54865-4907	Miscellaneous-Training		FLAGGER CLASS FEBRUARY		80.00	
002982	APP	02/23/2024	Regular	0.00	4,991.84	110194
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24-019441	Invoice	01/31/2024	ACCT#AP7500158- FUEL		0.00	2,550.57
503-250-000-58900-0001	Inventory-Gas		ACCT#AP7500158- FUEL		2,550.57	
24-029156	Invoice	02/14/2024	ACCT#AP7500158- FUEL		0.00	2,441.27

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
503-250-000-58900-0001		Inventory-Gas	ACCT#AP7500158- FUEL		2,441.27	
002520	ARAMARK	02/23/2024	Regular	0.00	71.29	110195
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120410791	Invoice	02/14/2024	ACCT#792105972- COVERALLS, MATS, TO	0.00	71.29	
401-000-000-53480-4901		Miscellaneous - Shop	ACCT#792105972- COVER		71.29	
003140	ATCO INTERNATIONAL	02/23/2024	Regular	0.00	203.40	110196
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10624562	Invoice	01/24/2024	CUST#607848- RUSTAME	0.00	203.40	
503-000-000-54865-3100		Office and Operating	CUST#607848- RUSTAME		203.40	
VEN02340	BLT SHELTON PONY, LLC	02/23/2024	Regular	0.00	1,273.00	110197
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
648726	Invoice	12/05/2023	VIN#0075 BRAKE REPAIR/MAINTENANCE	0.00	807.08	
001-118-000-52122-4805		Repairs and Maintenance	VIN#0075 BRAKE REPAIR/		807.08	
650123	Invoice	02/02/2024	VIN#3914MAINTENANCE	0.00	78.07	
001-118-000-52122-4805		Repairs and Maintenance	VIN#3914MAINTENANCE		78.07	
650208	Invoice	02/07/2024	VIN#4818MOUNT, BALANCE,TPMS	0.00	387.85	
001-118-000-52122-4805		Repairs and Maintenance	VIN#4818MOUNT, BALANC		387.85	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	02/23/2024	Regular	0.00	9,404.92	110198

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Packet: APPKT03031-FEBRUARY 23 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>FEBRUARY/2024</u> Invoice	02/21/2024	FEBRUARY/2024 CITY UTILITY BILLS		0.00	9,404.92	
<u>001-140-000-55430-4700</u>	Utility Services-Animal Sh		FEBRUARY/2024 CITY UTILI	363.72		
<u>001-141-000-57680-4700</u>	Utility Services-Park		FEBRUARY/2024 CITY UTILI	90.56		
<u>001-141-000-57680-4700</u>	Utility Services-Park		FEBRUARY/2024 CITY UTILI	300.85		
<u>001-141-000-57680-4700</u>	Utility Services-Park		FEBRUARY/2024 CITY UTILI	13.32		
<u>001-141-000-57680-4700</u>	Utility Services-Park		FEBRUARY/2024 CITY UTILI	313.38		
<u>001-141-000-57680-4700</u>	Utility Services-Park		FEBRUARY/2024 CITY UTILI	470.37		
<u>001-142-000-51890-4715</u>	Utility Services-Civic Ctr		FEBRUARY/2024 CITY UTILI	169.88		
<u>001-142-000-51890-4715</u>	Utility Services-Civic Ctr		FEBRUARY/2024 CITY UTILI	753.90		
<u>001-142-000-51890-4715</u>	Utility Services-Civic Ctr		FEBRUARY/2024 CITY UTILI	151.78		
<u>001-142-000-57250-4700</u>	Utility Services-Library		FEBRUARY/2024 CITY UTILI	572.82		
<u>001-142-000-57530-4700</u>	Utility Services-Museum		FEBRUARY/2024 CITY UTILI	136.22		
<u>101-000-000-54265-4700</u>	Utility Services		FEBRUARY/2024 CITY UTILI	159.50		
<u>401-000-000-53480-4700</u>	Utility Services-Water		FEBRUARY/2024 CITY UTILI	17.85		
<u>401-000-000-53480-4700</u>	Utility Services-Water		FEBRUARY/2024 CITY UTILI	18.05		
<u>401-000-000-53480-4700</u>	Utility Services-Water		FEBRUARY/2024 CITY UTILI	43.96		
<u>401-000-000-53480-4700</u>	Utility Services-Water		FEBRUARY/2024 CITY UTILI	30.97		
<u>401-000-000-53480-4700</u>	Utility Services-Water		FEBRUARY/2024 CITY UTILI	23.56		
<u>401-000-000-53480-4700</u>	Utility Services-Water		FEBRUARY/2024 CITY UTILI	51.37		
<u>401-000-000-53480-4701</u>	Utility Services - Shop		FEBRUARY/2024 CITY UTILI	164.24		
<u>401-000-000-53480-4701</u>	Utility Services - Shop		FEBRUARY/2024 CITY UTILI	639.15		
<u>401-000-000-53480-4701</u>	Utility Services - Shop		FEBRUARY/2024 CITY UTILI	142.85		
<u>401-000-000-53480-4701</u>	Utility Services - Shop		FEBRUARY/2024 CITY UTILI	103.42		
<u>401-000-000-53480-4701</u>	Utility Services - Shop		FEBRUARY/2024 CITY UTILI	119.59		
<u>402-300-000-53580-4700</u>	Utility Services-Sewer Ma		FEBRUARY/2024 CITY UTILI	17.85		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		FEBRUARY/2024 CITY UTILI	29.59		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		FEBRUARY/2024 CITY UTILI	590.76		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		FEBRUARY/2024 CITY UTILI	2,628.88		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		FEBRUARY/2024 CITY UTILI	74.56		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		FEBRUARY/2024 CITY UTILI	29.59		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		FEBRUARY/2024 CITY UTILI	25.45		
<u>402-500-000-53580-4700</u>	Utility Services-Sewer Ma		FEBRUARY/2024 CITY UTILI	47.20		
<u>402-640-000-53580-4700</u>	Utility Services-Sewer Sat		FEBRUARY/2024 CITY UTILI	20.64		
<u>402-640-000-53580-4700</u>	Utility Services-Sewer Sat		FEBRUARY/2024 CITY UTILI	576.59		
<u>402-640-000-53580-4700</u>	Utility Services-Sewer Sat		FEBRUARY/2024 CITY UTILI	457.86		
<u>404-000-000-53180-4700</u>	Utility Services		FEBRUARY/2024 CITY UTILI	54.64		
VEN01782	COURTESY AUTO SERVICE & TIRE IN	02/23/2024	Regular	0.00	148.83	110199
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>314834</u> Invoice	01/24/2024	CUST#7566900209- EAGLE ENFORCER TIR		0.00	148.83	
<u>001-118-000-52122-3110</u>	Office & Operating-Auto		CUST#7566900209- EAGLE		148.83	
VEN02046	DOBBS PETERBILT	02/23/2024	Regular	0.00	1,153.66	110200
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>032P44216</u> Invoice	11/27/2023	CUST#801479- INJECTOR, GASKET		0.00	570.78	
<u>503-000-000-54865-3104</u>	Oper Supp-Parts-EM&R V		CUST#801479- INJECTOR,		570.78	
<u>032P44355</u> Invoice	12/06/2023	CUST#415358- CABLE GAUGE		0.00	112.88	
<u>503-000-000-54865-3101</u>	Vehicle Supplies		CUST#415358- CABLE GAU		67.73	
<u>503-000-000-54865-3103</u>	Vehicle Supp-EM&R Vehic		CUST#415358- CABLE GAU		45.15	
<u>032P45631</u> Invoice	02/16/2024	CUST#801479- STEP BOX 19987D		0.00	470.00	
<u>503-000-000-54865-3104</u>	Oper Supp-Parts-EM&R V		CUST#801479- STEP BOX 1		470.00	
159001	FERGUSON ENTERPRISES LLC #3325	02/23/2024	Regular	0.00	6,543.78	110201

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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	
0255281	Invoice	02/05/2024	CUST#1143- HYD BUDDY, GATE VLV KEY	0.00	6,543.78	
401-300-000-59434-6431		WATER-Capital Purchase	24-NEWEQUIP-WATER	CUST#1143- HYD BUDDY,	6,543.78	
023500	FERGUSON ENTERPRISES, INC.	02/23/2024	Regular	0.00	94.98	110202
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2317766	Invoice	02/12/2024	CUST#146629-WHT SOFT PTRAP CVR ONL	0.00	94.98	
401-000-000-53480-3100		Office and Operating		CUST#146629-WHT SOFT	94.98	
VEN02425	HUMANE SOCIETY OF MASON COUN	02/23/2024	Regular	0.00	265.85	110203
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2144153	Invoice	02/12/2024	TAKANI SPAY/VACCINES	0.00	265.85	
001-140-000-55430-4100		Professional Services/Adv		TAKANI SPAY/VACCINES	265.85	
VEN02487	INSLEE, BEST, DOEZIE & RYDER, P.S.	02/23/2024	Regular	0.00	118.00	110204
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
411725	Invoice	02/09/2024	CLIENT #370859 HEARING EXAMINER	0.00	118.00	
001-140-000-55860-4100		Professional Services/Adv		CLIENT #370859 HEARING	118.00	
VEN01733	INTERNATIONAL BUSINESS INFORM	02/23/2024	Regular	0.00	2,950.25	110205
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV-002743	Invoice	02/15/2024	ANNUAL SUBSCRIPTION 2024-2025	0.00	2,950.25	
001-118-000-52122-4100		Patrol-Professional Servic		ANNUAL SUBSCRIPTION 20	2,950.25	
070000	JIM'S AUTO REPAIR & TOWING	02/23/2024	Regular	0.00	128.38	110206
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
26103	Invoice	01/31/2024	TOW-SPD 62979D	0.00	128.38	
001-118-000-52122-4100		Patrol-Professional Servic		TOW-SPD 62979D	128.38	
VEN02490	LEAVI HINCHCLIFF	02/23/2024	Regular	0.00	118.22	110207
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FEBRUARY2024R	Invoice	02/21/2024	FEBRUARY2024REIMBUR	0.00	118.22	
001-140-000-55430-3100		Office and Operating - Anl		FEBRUARY2024REIMBUR	118.22	
142300	NISQUALLY INDIAN TRIBE	02/23/2024	Regular	0.00	21,430.50	110208
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
38440	Invoice	01/31/2024	INCARCERATION/BOOKING FEES JAN 202	0.00	21,430.50	
001-123-000-52360-4103		Professional Services/Adv		INCARCERATION/BOOKIN	21,430.50	
142952	NORTH CENTRAL LABORATORIES	02/23/2024	Regular	0.00	415.48	110209
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
499256	Invoice	02/06/2024	ACCT#42215- GLASS FILTER ASSEMBLY	0.00	415.48	
402-400-000-53580-3100		Office and Operating		ACCT#42215- GLASS FILTE	415.48	
144504	NSI LAB SOLUTIONS, INC	02/23/2024	Regular	0.00	1,578.00	110210
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
430409	Invoice	01/30/2024	CUST#21545 TESTS	0.00	1,578.00	
402-400-000-53580-4100		Professional Services/Adv		CUST#21545 TESTS	1,578.00	
VEN02312	ODP BUSINESS SOLUTIONS LLC	02/23/2024	Regular	0.00	151.05	110211

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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>350298816001</u>	Invoice	02/05/2024	ACCT#28972108- PAPER, LABELS, DIVIDER	0.00	69.02	
<u>001-111-000-51423-3100</u>		Office and Operating		ACCT#28972108- PAPER, L	69.02	
<u>351660312001</u>	Invoice	02/02/2024	ACCT#28972108-PENS, FOLDERS, LGL PAD	0.00	82.03	
<u>401-000-000-53480-3100</u>		Office and Operating		ACCT#28972108-PENS, FO	82.03	
150076	OWEN EQUIPMENT COMPANY	02/23/2024	Regular	0.00	1,476.66	110212
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>00113980</u>	Invoice	02/15/2024	ACCTT#35941- DEBRIS HOSE, HOSE END 1	0.00	1,476.66	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCTT#35941- DEBRIS HO	1,476.66	
161085	PROTHMAN COMPANY	02/23/2024	Regular	0.00	5,500.00	110213
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2024-8588</u>	Invoice	02/13/2024	CITY ENGINEER SOURCING PROFESSIONA	0.00	5,500.00	
<u>001-115-000-51895-4100</u>		Prof Svcs/Advertising-P		CITY ENGINEER SOURCING	5,500.00	
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	02/23/2024	Regular	0.00	4,586.00	110214
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>75452</u>	Invoice	02/15/2024	2025 COMP PLAN & EIS	0.00	4,586.00	
<u>001-140-000-55870-4100</u>		EDC-Professional Svcs/Ad		2025 COMP PLAN & EIS	4,586.00	
187000	SHELTON-MASON COUNTY JOURNA	02/23/2024	Regular	0.00	24.11	110215
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>121338</u>	Invoice	09/14/2023	CLASSIFIED ADV	0.00	24.11	
<u>001-118-000-52122-4100</u>		Patrol-Professional Servic		CLASSIFIED ADV	24.11	
VEN01650	THURSTON MASON BEHAVIORAL HI	02/23/2024	Regular	0.00	749.67	110216
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>LPE2023-Q4</u>	Invoice	02/02/2024	Q4 2023 LIQUOR PROFITS & EXCISE	0.00	749.67	
<u>001-140-000-56600-4400</u>		GENERAL FUND-Taxes		Q4 2023 LIQUOR PROFITS	749.67	
203780	WATER MGMNT LABORATORIES INC	02/23/2024	Regular	0.00	120.00	110217
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>218359</u>	Invoice	02/12/2024	ACCT#AS201R TESTS	0.00	120.00	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		ACCT#AS201R TESTS	120.00	
053987	WESTBAY NAPA AUTO PARTS	02/23/2024	Regular	0.00	167.42	110218
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>071295</u>	Invoice	02/14/2024	ACCT#4296 10INCH WSHBRSH W/ 64IN P	0.00	25.85	
<u>404-000-000-53180-3100</u>		Office and Operating		ACCT#4296 10INCH WSHB	25.85	
<u>071502</u>	Invoice	02/16/2024	ACCT#4296- BATTERY, CORE DEPOSIT	0.00	141.57	
<u>001-118-000-52122-3110</u>		Office & Operating-Auto		ACCT#4296- BATTERY, COR	141.57	
025951	WILLIAMS ARCHITECTURE	02/23/2024	Regular	0.00	5,790.00	110219

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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	
202306-01	Invoice	02/14/2024	#WA-23005 SECURE PARKING FOR POLICE		0.00	5,790.00
302-000-000-59565-4100		PARKING FACILITIES-Profe	22-POLICE FENCING	#WA-23005 SECURE PARKI		5,790.00

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	36	29	0.00	136,021.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	42	12	0.00	35,235.97
Virtual Payments	0	0	0.00	0.00
	78	41	0.00	171,257.25

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2024	171,257.25
			171,257.25



City of Shelton American Red Cross Month March 2024

WHEREAS, in the aftermath of the Civil War, Clara Barton founded the American Red Cross. Its national headquarters, just a few blocks from the White House, was built as a memorial to the women of the Civil War. For nearly 143 years, the employees, volunteers, and supporters of the American Red Cross have met loss and disaster with compassion and care. They remind us that we must leave no one behind. During March of this year, we celebrate the ordinary citizens who perform extraordinary acts of service, and we honor the Red Cross for its commitment to making our country and world a better place.

WHEREAS, across America, we have seen the work of the Red Cross firsthand. When hurricanes make landfall and floodwaters rise, the Red Cross is ready to provide food, shelter, and emergency supplies. When wildfires spread and tornadoes uproot communities, volunteers arrive from around the country to help survivors heal, recover, and rebuild. We have also turned to the American Red Cross to respond to crises overseas in wake of natural disasters and in preparation for emergencies before they happen. The old saying is still true today: The Red Cross is always there.

WHEREAS, during American Red Cross Month, we encourage Americans to learn more about the steps involved in donating blood by visiting www.redcross.org. If you can give blood, we hope you will. We also encourage our community to learn or teach first aid and to participate in Sound the Alarm events to prevent home fires. It is in our community's DNA to lift each other up, especially on the frontlines of emergencies and disasters.

NOW, THEREFORE, we, the Council of the City of Shelton, do hereby proclaim March 2024 as American Red Cross Month. We encourage all citizens to observe this month with relevant programs, ceremonies, and activities, and to support the work of service of the American Red Cross.

SIGNED this 5th day of March 2024, in Shelton, Washington.

Eric Onisko, Mayor



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 02/14/2024
Brief Date: 03/05/2024
Action Date: 03/19/2024

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

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Grant Acceptance of TIB Funds

☐ Ordinance

☒ Dept. Head

J.O.H.

☐ Finance Director

ATTACHMENTS:

☒ Resolution

☐ Attorney

1. Resolution No. 1320-0224
2. TIB Grant Agreement
3. Award Letter, Funding Breakdown

☒ Motion

☒ City Clerk

DN

☐ Other

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Staff applied for and was awarded a Transportation Improvement Board (TIB) grant to reconstruct Olympic Highway North from C Street to the intersection at Wallace Kneeland Boulevard. The roadway continues to degrade due to heavy traffic volumes. With these grant resources and minimal match money required, this is a tremendous opportunity for the city to repair this critical section of the city transportation system and stop its continued degradation.

ANALYSIS/OPTIONS/ALTERNATIVES:

Olympic Highway North has been identified as a failing collector roadway with potholing, rutting and other asphalt failures that have impacted the drivability of the corridor due to heavy traffic and years of service that is reaching the end of its useful life. The Council could elect to decline this grant money, while the roadway continues to degrade.

BUDGET/FISCAL INFORMATION:

The TIB has awarded the City 90% of the estimated construction costs for rebuilding Olympic Highway North in the amount of \$3,688,752 towards this work. The City will utilize a 2022 Safety Improvement Grant in the amount of \$380,000 and \$29,862 cash as matching funds for the project.

PUBLIC INFORMATION REQUIREMENTS:

All information on this TIB grant has been included within 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. 1320-0224 on to the action agenda for the March 19, 2024 Council meeting for further consideration".

RESOLUTION NO. 1320-0224

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE CITY MANAGER TO SIGN
A GRANT AGREEMENT WITH THE STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD
IN ORDER TO RECONSTRUCT OLYMPIC HIGHWAY NORTH FROM C STREET TO WALLACE KNEELAND
BOULEVARD**

WHEREAS, City Staff applied for a State of Washington Transportation Improvement Board (TIB) grant in order to reconstruct a section of Olympic Highway South due to its poor condition, that continues to degrade; and

WHEREAS, Staff received an award letter from TIB in the amount of \$3,688,752 (90%) of the construction estimate for this work, with the remaining amount to be funded by a previous grant award (\$380,000) for safety improvements and a cash contribution of \$29,852; and

WHEREAS, reconstructing Olympic Highway North has been identified as a project within the City's Transportation Improvement Plan and lies within a critical commercial corridor that helps support the City and its residences; and

WHEREAS, Staff will move quickly on acquiring these funds, with an estimated construction of the new roadway in the Summer of 2025.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, WA, that the City Manager is authorized to sign a grant agreement (Appendix A) with the Transportation Improvement Board in order to reconstruct Olympic Highway North from C Street to where it intersects with Wallace Kneeland Boulevard.

INTRODUCED on the 5th day of March 2024 and **passed** by the City Council of the City of Shelton on this 19th day of March 2024.

ATTEST:

Mayor Onisko

City Clerk Nault



City of Shelton
8-5-194(012)-1
Olympic Highway North
C S to Wallace Kneeland Blvd

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Shelton
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Olympic Highway North, C S to Wallace Kneeland Blvd (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Shelton, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$3,688,752, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

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Cascade Bicycle Club/Washington Bikes

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Maria Thomas
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Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

December 1, 2023

Mr. Jay Harris, P.E.
Public Works Director
City of Shelton
525 W. Cota Street
Shelton, WA 98584

Dear Mr. Harris:

Congratulations! We are pleased to announce the selection of your project, Olympic Highway North, C S to Wallace Kneeland Blvd, TIB project number 8-5-194(012)-1.

TIB is awarding 90.0000% of approved eligible project costs with a maximum grant of \$3,688,752.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Chris Langhoff, TIB Project Engineer, at ChrisL@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures



Transportation Improvement Board

Project Funding Status Form

Agency Name: **SHELTON**
Project Name: **Olympic Highway North**
C S to Wallace Kneeland Blvd

TIB Project Number: **8-5-194(012)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
June 1 2025	July 1 2025	December 1 2025

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SHELTON	29,862	
WSDOT	0	
Federal Funds	0	
WSDOT - 2022 city Safety Program	380,000	
TOTAL LOCAL FUNDS	409,862	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

James O. Harris
Signature

2-6-24
Date

James O. Harris
Printed or Typed Name

Public Works Director
Title

Financial Officer

Michael Githens
Signature

02-06-24
Date

Michael Githens
Printed or Typed Name

Finance Director
Title



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

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 City 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 within the City of Shelton.

STAFF RECOMMENDATION/MOTION:

"I move to adopt Resolution No. 1311-0124 as presented."

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 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, 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 20th of February 2024 and **PASSED** by the City Council at its regular meeting on the 5th of March 2024.

ATTEST:

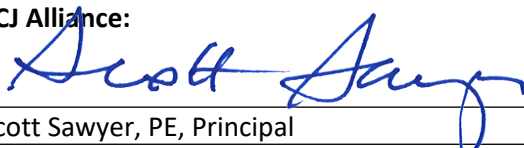
Mayor Onisko

City Clerk Nault



Work Order SCJ-24014
Date: March 5, 2024
Task: Pavement Condition Index Ratings & Program
To: SCJ Alliance
Scope of Work: 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.
Budget: \$59,405.23 not to exceed

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

Approving Signatures	
City of Shelton:	Date:
Mark Ziegler, City Manager	
SCJ Alliance: 	Date: 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.



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.

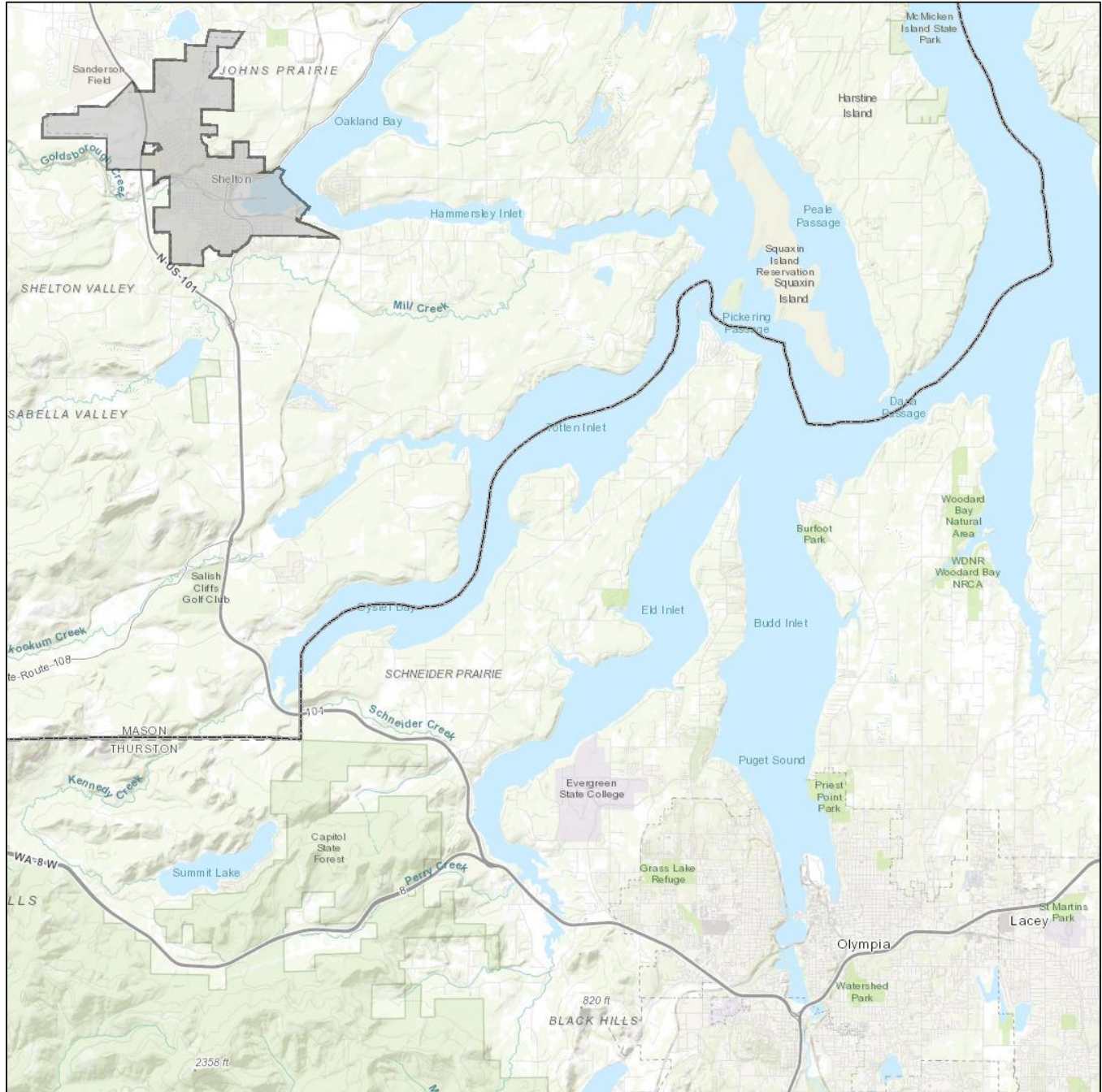


Figure 1. Vicinity Map for Shelton, Washington

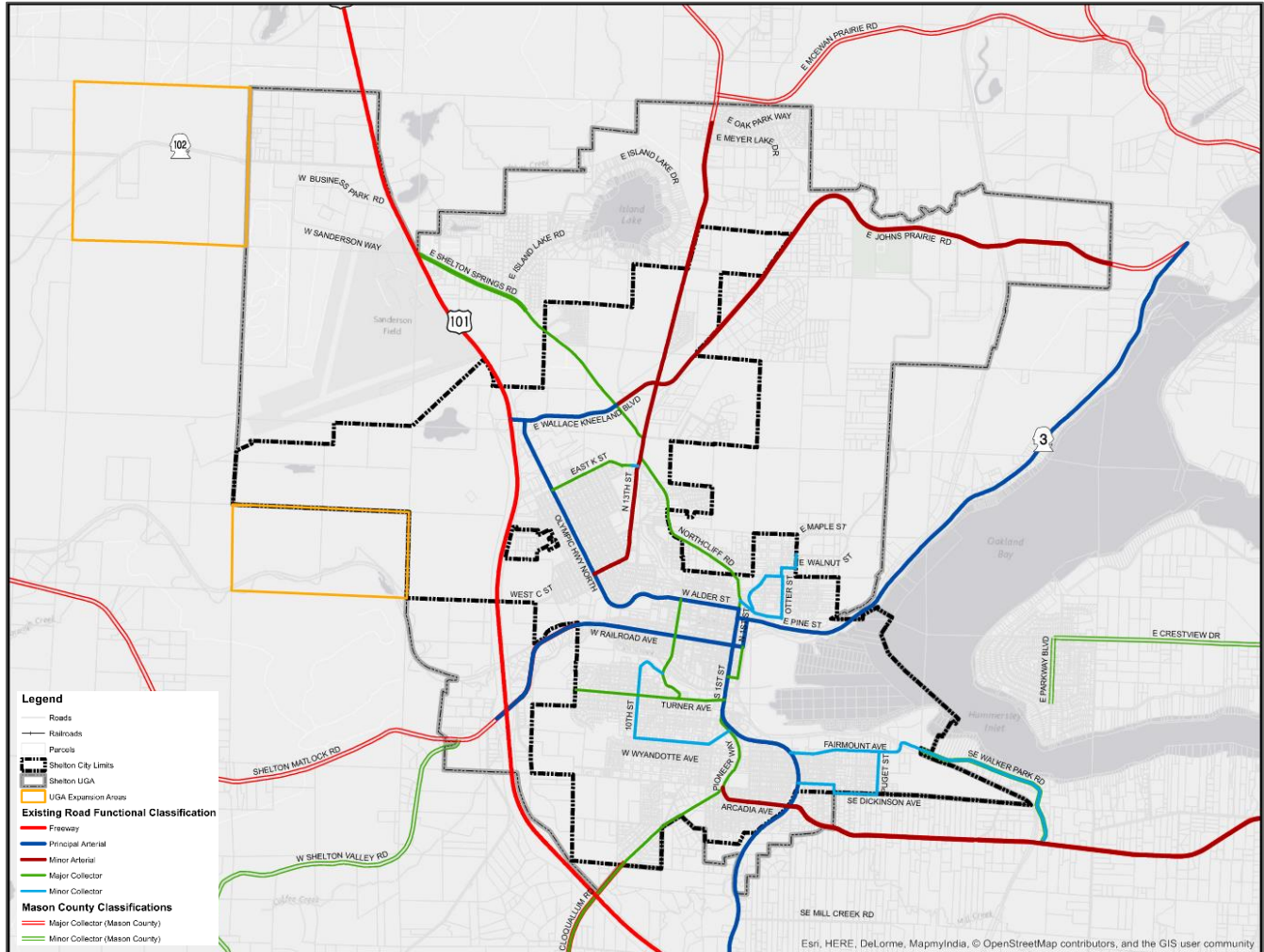


Figure 2. City Limits and Street Network with Functional Classifications

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:			\$589.07

Total Estimated Budget: \$59,325.07

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
PHASE 01 PROJECT MANAGEMENT									
Task 01	Management								
1	Management		12.0						12.0
2	Schedule and Budget		4.0						4.0
Subtotal Hours:			16.0						16.0
Task 02	Administration								
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
Task 03	Meetings								
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
Task 04	Quality Assurance/Quality Control								
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
PHASE 02 PAVEMENT INVENTORY									
Task 01	Data Acquisition								
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
Task 03	Pavement Survey								
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
PHASE 03 DATA INPUT AND ANALYSIS									
Task 01	Data Import and PCI Ratings								
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
Task 02	Determine Unit Costs								
1	Determine Unit Costs		2.0	4.0		4.0			10.0
Subtotal Hours:			2.0	4.0		4.0			10.0
Task 03	Analysis and Report Development								
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 F2)

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 within the packet materials for this Council item. Any additional information can be obtained from the Public Works Department.

STAFF RECOMMENDATION/MOTION:

"I move to adopt Resolution No. 1315-0124 as presented".

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 20th day of February 2024 and **passed** by the City Council of the City of Shelton on this 5th day of March 2024.

ATTEST:

Mayor Onisko

City Clerk Nault



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

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

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

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

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
999	Engine: 2.0L EcoBoost, (STD)
TRANSMISSION	
Code	Description
448	Transmission: 8-Speed Automatic, (STD)
WHEELS	
Code	Description
64T	Wheels: 17" Carbonized Gray Painted Aluminum, (STD)
TIRES	
Code	Description
___	Tires: P225/65R17 A/S BSW, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
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
AXLE RATIO	
Code	Description
___	3.63 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
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
OPTION PACKAGE	
Code	Description
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 F3)

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**

ATTACHMENTS:
Letter of Interest

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

☐ Ordinance

☐ Resolution

☒ Motion

☐ Other

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 have 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 committed 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 approve the appointment of Kathy McDowell to the Parks and Recreation Citizen Advisory Committee".

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 F4)

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:

- 1- Site Location Map
- 2- Final Plat Maps
(Draft/Unsigned)
- 3- 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 follow 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. At its February 20, 2024 meeting the City Council made a motion to place approval of the final plat on the Action Agenda of its March 5, 2024 meeting.

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. Staff will provide "wet" signed originals for the Mayor to sign provided final action is taken on the plat.

BUDGET/FISCAL INFORMATION:

The applicant has paid the required 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:

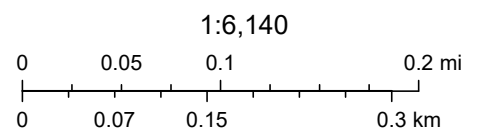
"I move that we authorize the mayor to sign the Final Plat for the Meadows Edge subdivision."

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)

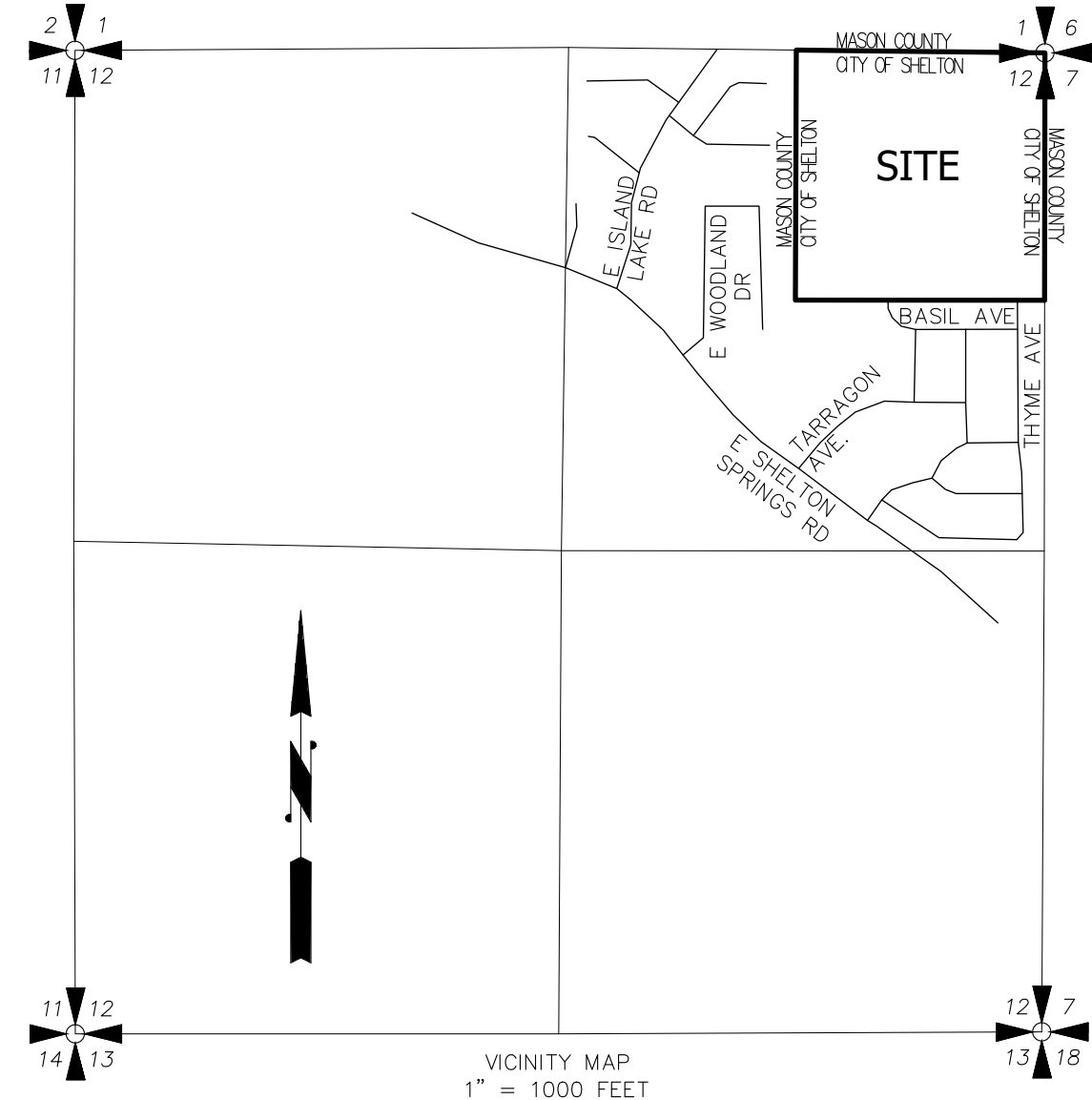
THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWELVE (12), TOWNSHIP TWENTY (20) NORTH, RANGE FOUR (4) WEST, W.M., MASON COUNTY, WASHINGTON.

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.

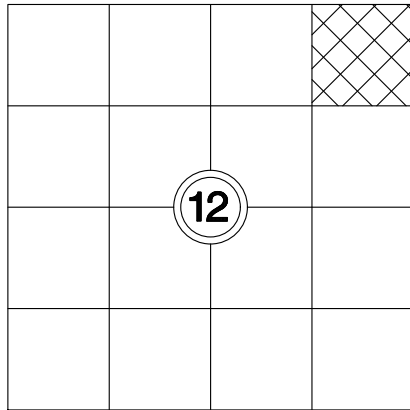
MASON COUNTY AUDITOR

ZONING

NEIGHBORHOOD RESIDENTIAL (NR)

PARCEL INFORMATION

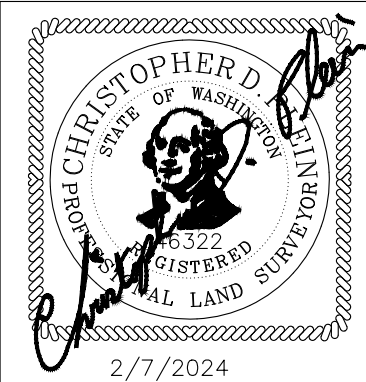
TPN. 420121100000
XXXX VACANT LAND
SHELTON, WA. 98584



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
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5. MAP



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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

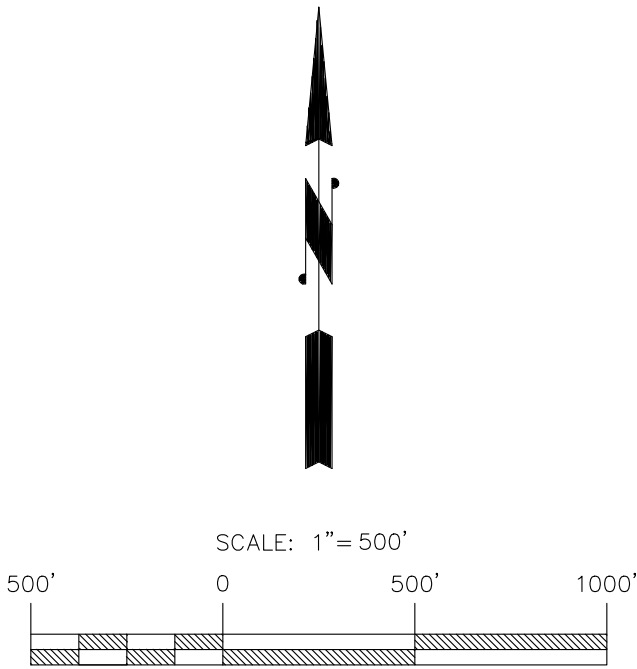
ALL LOTS SHALL BE SUBJECT TO AN EASEMENT FIVE FEET IN WIDTH AND PARALLEL AND ADJACENT TO ALL LOT LINES, EXCEPT THAT THIS EASEMENT SHALL BE TEN FEET IN WIDTH ALONG LOT LINES WHERE LOTS ARE NOT CONTIGUOUS FOR PURPOSES OF INSTALLATION AND MAINTENANCE OF ALL UTILITIES AND DRAINAGE AND ALL LOTS SHALL ALSO 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.

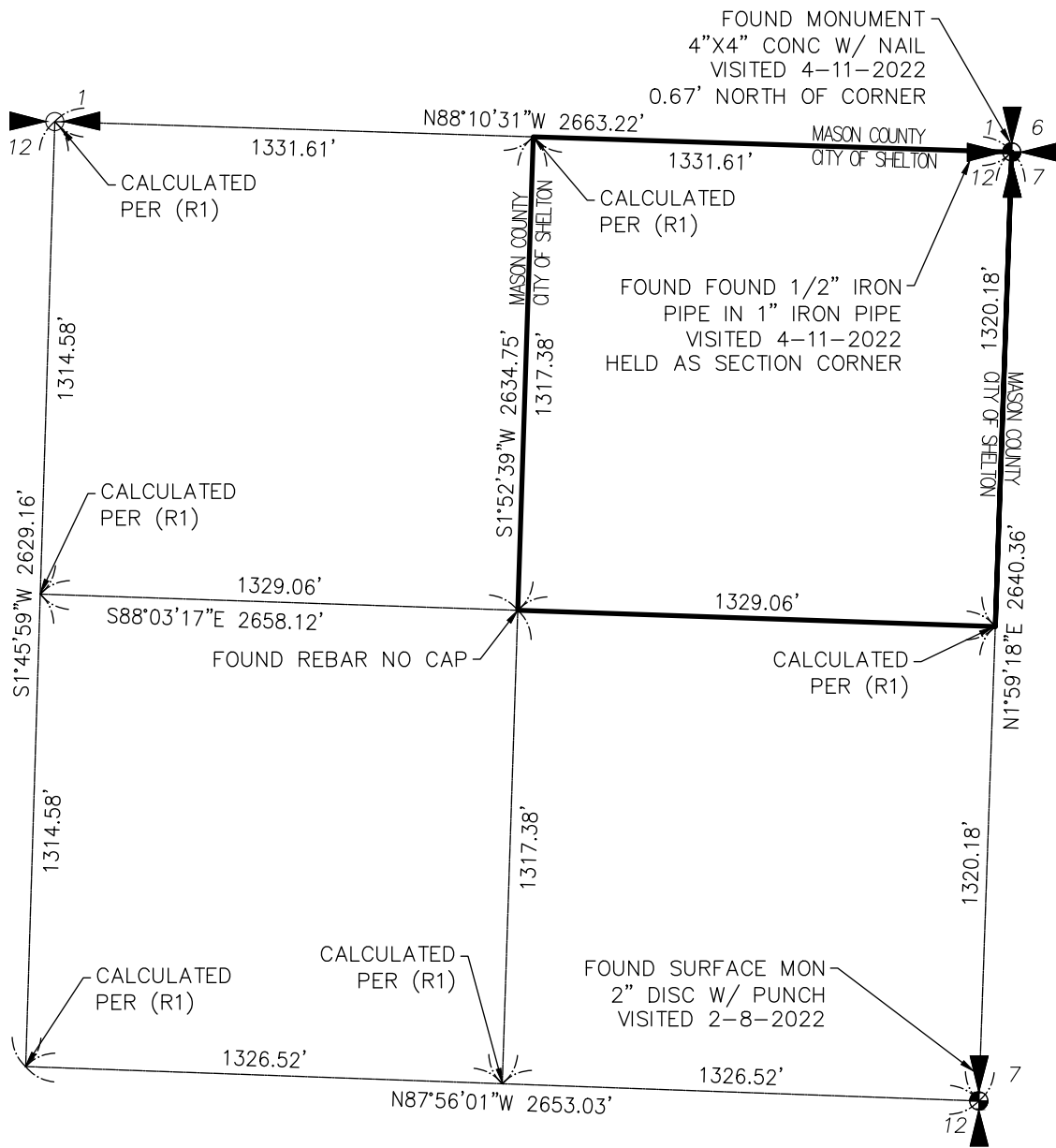
GENERAL NOTES

- 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



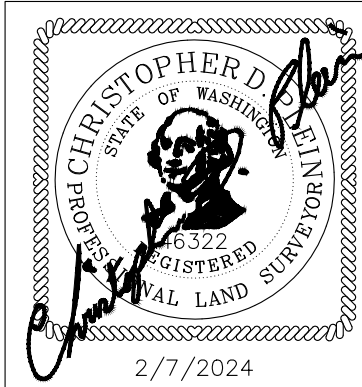
LOT ADDRESSES	
LOT #	ADDRESS
1	102 BASIL AVENUE
2	98 BASIL AVENUE
3	94 BASIL AVENUE
4	90 BASIL AVENUE
5	86 BASIL AVENUE
6	82 BASIL AVENUE
7	78 BASIL AVENUE
8	74 BASIL AVENUE
9	70 BASIL AVENUE
10	66 BASIL AVENUE
11	62 BASIL AVENUE
12	58 BASIL AVENUE
13	54 BASIL AVENUE
14	50 BASIL AVENUE
15	46 BASIL AVENUE
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.



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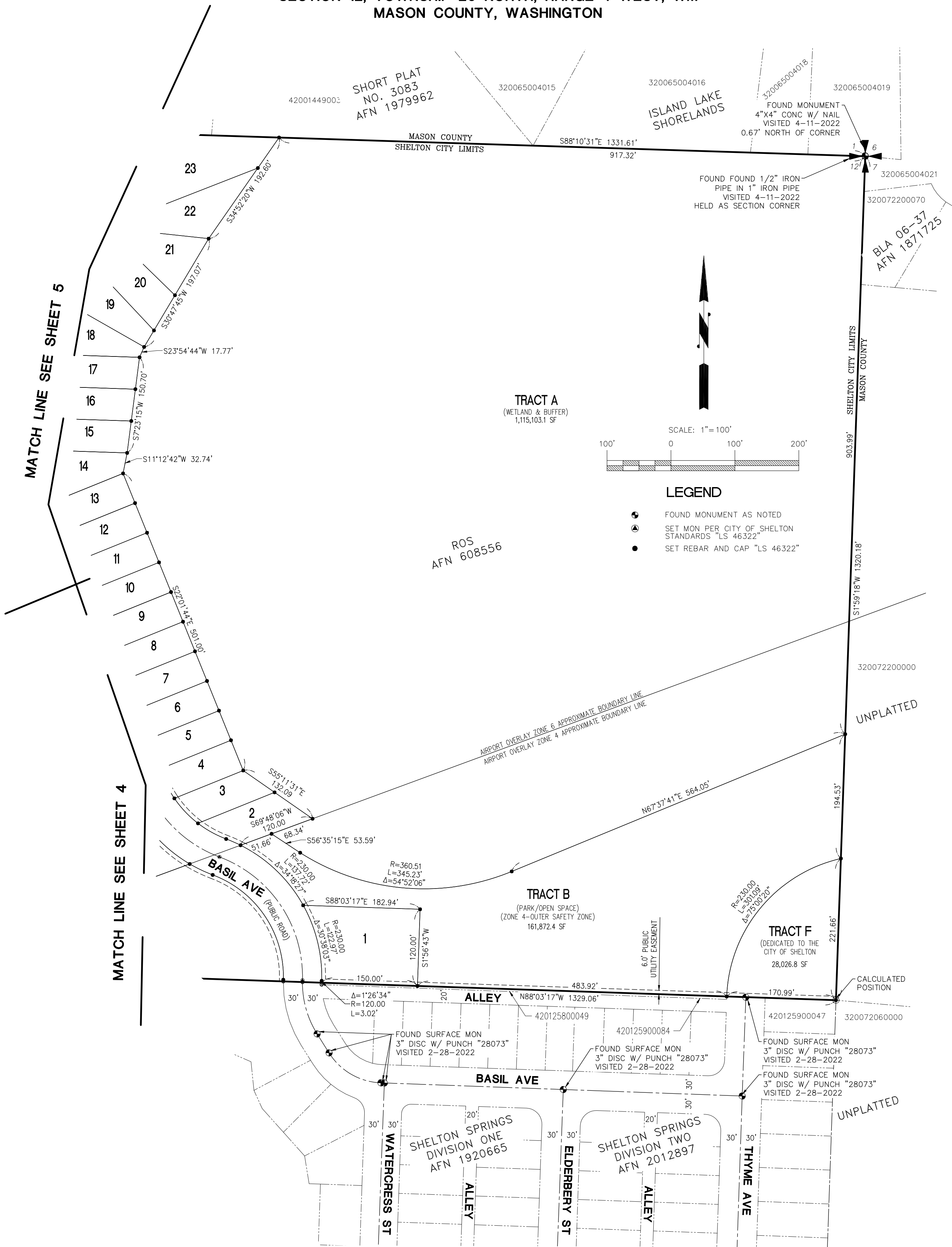
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PUYALLUP, WA 98372
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ceservices@cesnwin.com

JOB 21212

SHEET 2 OF 5

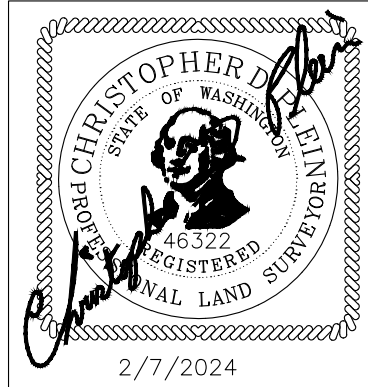
MEADOW'S EDGE

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TRACT OWNERSHIP

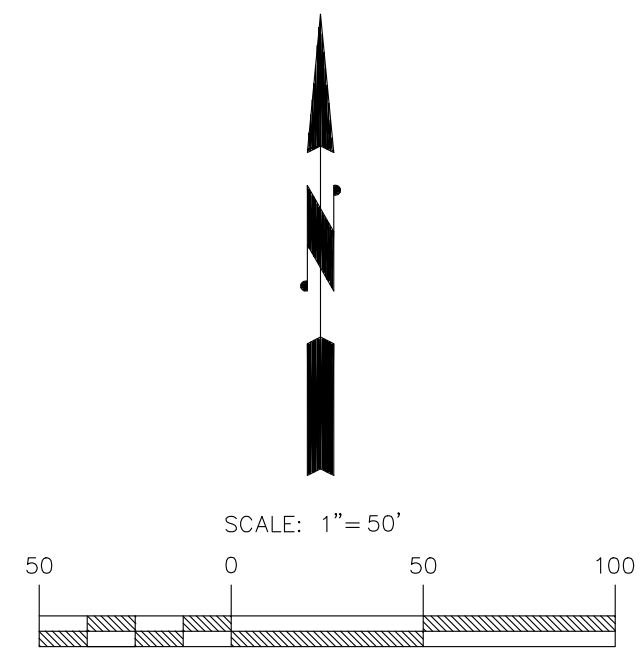
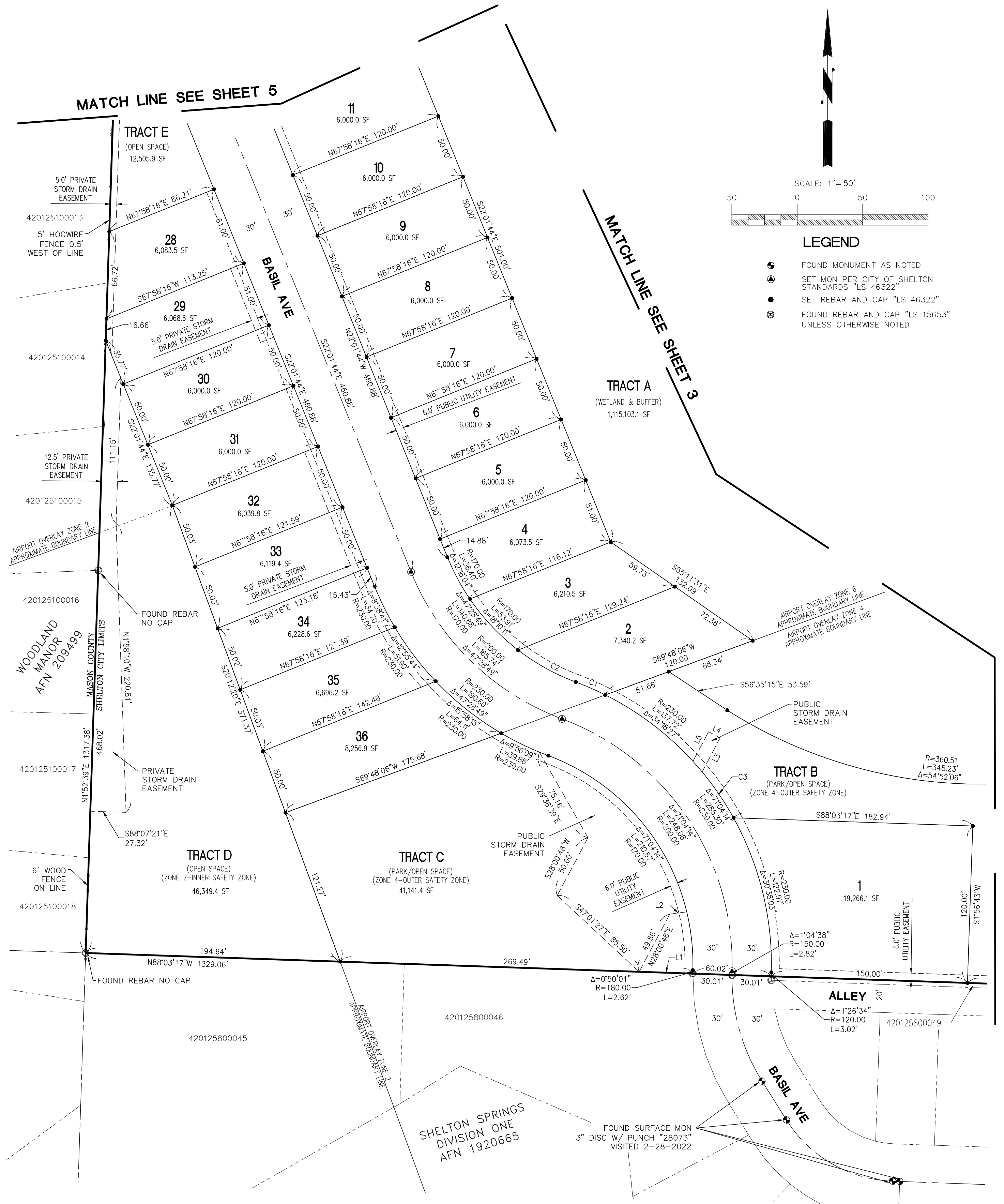
TRACT	PURPOSE	OWNER
TRACT A	WETLAND AND BUFFER	HOME OWNERS ASSOCIATION
TRACT B	PARK AND OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT C	PARK AND OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT D	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT E	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT F	RIGHT-OF-WAY	DEDICATED TO CITY OF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



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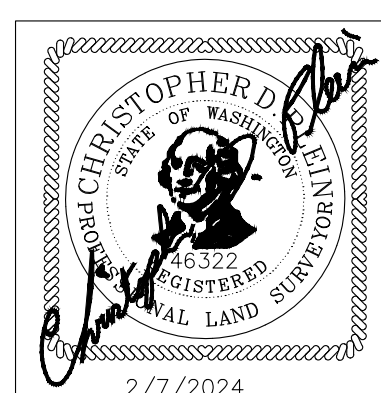


LEGEND

- 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

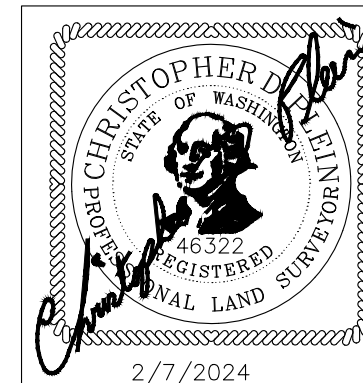
Line Table		
Line #	Length	Direction
L5	25.61'	S27°53'24"W
L4	10.00'	N62°06'36"W
L3	29.47'	N27°53'24"E
L2	13.04'	N82°12'54"E
L1	41.00'	N88°03'17"W

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 be 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 F5)

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 or amend the resolution as presented.

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:

If Council concurs:

"I approve Resolution No. 1318-0224 as presented".

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 20th of February 2024 and **PASSED** by the City Council at its regular meeting on the 5th 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 F6)**

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**

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:

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

☐ Ordinance

☒ Resolution

☒ Motion

☐ Other

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 approve Resolution No. 1319-0224 as presented".

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 20th of February 2024 and **PASSED** by the City Council at its regular meeting on the 5th 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 5th Street

Shelton, WA 98584

Phone: 360-427-9670

Email: 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

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 F7)

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

Department: Executive
Presented By: Mark Ziegler, City Manager

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

Designated Crisis Responder

☐

Ordinance

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

MZ

ATTACHMENTS:

- Contract with Olympic Health and Recovery Services

- Contract with Thurston Mason Behavioral Health Administrative Service Organization

☐

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Throughout the summer and early fall of 2022, the city convened a Homelessness Task Force to address concerns in the community and determine consensus recommendations which should be considered by the City Council. One of the consensus recommendations from the task force is support for a Designated Crisis Responder (DCR) within the city to assist individuals experiencing mental health crisis.

The City subsequently contracted with Olympic Health and Recovery Services (OHRS) for DCR services in February 2023, with funding provided by the Association of Washington Cities, through June 30, 2023. These services have been maintained to present date with funding provided by the Thurston-Mason Behavioral Health Administrative Service Organization (TMBHO-ASO) and the attached contracts provide for the continued DCR service through December 31, 2024.

The DCR is placed with the Shelton Police Department, operating independently, Tuesday through Friday from 10am to 8pm. The DCR is authorized to act as a DCR by the Washington State Healthcare Authority.

ANALYSIS/OPTIONS/ALTERNATIVES:

Council may choose to modify the terms of this contract or disapprove this contract and seek another provider.

BUDGET/FISCAL INFORMATION:

This program will be supported by grant dollars obtained through Thurston Mason Behavioral Health Services.

PUBLIC INFORMATION REQUIREMENTS:

More information can be obtained through the City Clerk's Office.

STAFF RECOMMENDATION/MOTION:

"I move to waive the three-touch rule and approve the contracts with Thurston Mason Behavioral Health Administrative Services Organization and Olympic Health and Recovery Services for designated crisis responder services and authorize the City Manager to sign."

AGREEMENT FOR DESIGNATED CRISIS RESPONDER SERVICES

The City of Shelton (“City”) and Olympic Health and Recovery Services (“OHRs”) enter into the following Agreement for Designated Crisis Responder (“DCR”) services.

1. OVERVIEW

Olympic Health and Recovery Services (OHRs) shall provide dedicated Involuntary Treatment Act (“ITA”) Services including all services required for the evaluation for involuntary detention or involuntary treatment of individuals in accordance with WAC 246-341-0810, RCW 71.05, RCW 71.24.300, and RCW 71.34.700.

2. SERVICE REQUIREMENTS

- 2.1.** OHRs shall provide continuous services in four 10 hour shifts, Tuesday through Friday from 10 a.m. to 8 p.m. During these agreed upon hours, OHRs will provide ITA services to persons who have mental disorders and substance use disorders in accordance with state law and without regard to the individual’s ability to pay.
- 2.2.** OHRs will incorporate the statewide Designated Crisis Responder (DCR) protocols approved by the Health Care Authority into its practice.
- 2.3.** OHRs will respond to referrals immediately upon request during the mutually agreed upon hours of service and not later than the timelines outlined by the RCW 71.05.153. The City may utilize the regional 24/7 hotline for service requests outside the agreed-upon hours.
- 2.4.** OHRs will provide services in the community and hospital settings, as deemed appropriate in its sole discretion.
- 2.5.** The City will allow OHRs to utilize office space in the police department during the agreed upon hours. OHRs shall be responsible for supplying its own equipment including computer equipment and transportation services.
- 2.6.** OHRs shall provide all services required for the evaluation for involuntary detention or involuntary treatment of Individuals of all ages, including all clinical services. The DCR shall exercise independent decision-making authority when evaluating individuals for involuntary treatment. OHRs shall continue to provide ITA services to an individual until the end of the involuntary commitment or until the individual is appropriately passed on to a relieving DCR.

3. PROGRAM REQUIREMENTS

- 3.1.** All OHRs staff shall have the necessary training defined within the DCR protocol and be designated as a DCR by the Thurston Mason Behavioral Health-Administrative Service Organization (TMBH-ASO).
- 3.2.** OHRs shall fully participate in the Quality Management program of their, as it relates to the function of the DCR and ITA work. The quality assurance/improvement program will include tracking of timely investigations,

quality of documentation, training of the DCR teams in SUD ITA process, and reporting timeliness of detainment.

- 3.3. OHRS must have policies and procedures for ITA services that adhere to WAC 246-341-0810, 246-341-0300 through 246-341-0650.

4. PERFORMANCE MEASURES AND REPORTING

- 4.1. OHRS shall track the following items:

- Number of referrals and referral source
- Number of attempted evaluations
- Number of completed evaluations
- ITA Evaluation dispositions (e.g., hospital placement, not detained, single bed certification, etc.)

- 4.2. For AWC Grant Reporting requirements, OHRS will report the following information to the City of Shelton on a monthly basis, or as needed::

- Number of individuals served
- Gender (Male, Female, Nonbinary, etc.) of individuals served
- Age of individuals served
- Veteran status of individuals served
- Substance abuse or mental health issues of individuals served
- Reason for contact
- Outcome of contact (No outcome, referral to services, involuntary transport, etc.)
- Long-term outcome of individual receiving services (No outcome, permanent housing, shelter, etc.)
- Program successes and challenges

5. ELIGIBILITY

- 5.1. OHRS will primarily provide ITA services to Individuals referred by the City of Shelton Police Department.
- 5.2. OHRS will respond to referrals from the Mason County Sheriff's Office, the OHRS Crisis Team, and community referrals as appropriate.

6. COMPENSATION

The City shall compensate OHRS for its services in an amount not to exceed one hundred thousand dollars (\$100,000). OHRS shall invoice the City on a monthly basis. Invoices shall include a breakdown of costs for salary, benefits, training, supplies, travel, and administration. Invoices shall be paid within thirty (30) days of receipt.

7. TERM

This Agreement shall take effect upon execution and shall remain in effect through December 31, 2024.

Agreement for DCR Services

2024.

8. INSURANCE/INDEMNITY

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of OHRS and the City, its officers, officials, employees, and volunteers, OHRS's liability hereunder shall be only to the extent of OHRS's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the OHRS's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or Termination of this Agreement.

Insurance. OHRS shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the OHRS, their agents, representatives, employees or subcontractors.

No Limitation. OHRS's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of OHRS to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. OHRS shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01 or substitute providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under OHRS's Commercial General Liability insurance policy with respect to the Work performed for the City using additional insured endorsement at least as broad as ISO endorsement from CG 20 26 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to OHRS's profession.

B. Minimum Amounts of Insurance. OHRS shall maintain the following insurance limits:

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

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

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

E. Verification of Coverage. OHRS shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of OHRS before commencement of the Work.

F. Notice of Cancellation. OHRS shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of OHRS to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to OHRS to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due OHRS from the City.

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

9. MISCELLANEOUS

9.1. Assignment. Any assignment of this Agreement by OHRS without the written consent of the City shall be void.

9.2. This Contract contains Federal Block Grant funds, and any subcontracts must be Agreement for DCR Services

subcontracted according to the terms set forth by the Community Behavioral Health Advisory Board-approved Mental Health Block Grant project plan and/or Substance Abuse Block Grant (SABG) project plan. The approved Subcontractor must adhere to the applicable requirements in the Thurston-Mason BH-ASO Non-Medicaid Professional Services Contractor Guide and Crisis Provider Guide.

- 9.3. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 9.4. Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the Parties shall bear their own costs and fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the jurisdiction of any dispute under this Agreement shall be the Superior Court of Mason County, Washington.
- 9.5. Public Records Act.** OHRS acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 RCW and documents, notes, emails, and other records prepared or gathered by OHRS in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Woodinville. As such, OHRS agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act as allowable by law.
- 9.6. Ratification.** Each Party shall take such action as is necessary by law to approve this Agreement via appropriate motion of its governing body or by other allowable means.

Executed this _____ day of March, 2024.

Signatures on following page

OLYMPIC HEALTH AND REHABILITATIVE SERVICES

DATE: _____

Name/Title

CITY OF SHELTON

Date: _____

Mark Ziegler, City Manager

Attest:

Donna Nault, City Clerk

THURSTON-MASON BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (TMBH-ASO)

CONTRACT FOR PROFESSIONAL SERVICES WITH

Contractor:	City of Shelton				
Contact:	Mark Ziegler	Title:	City Manager		
Phone:	360.432.5194	Email:	mark.ziegler@sheltonwa.gov		
Mailing Address:	525 West Cota Street, Shelton WA 98584				
Contract Number:	2024-3635	Start Date:	January 1, 2024	End Date:	December 31, 2024
Thurston-Mason BH-ASO Contacts:					
Tara Smith, Finance Director		Phone:	360.763.5809	Email:	tara.smith@tmbho.org
Mark Freedman, ASO Administrator		Phone:	360.763.5791	Email:	mark.freedman@tmbho.org
Amy Martin, Care Manager		Phone:	360.763.5828	Email:	amy.martin@tmbho.org
Mailing Address:	670 Woodland Square Loop SE Ste 301 Lacey WA 98503				
Is this Contractor a Subrecipient for the purposes of this contract? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N				CFDA#: 93.959; 93.958	
Contract Total				\$100,000	
INCORPORATION OF EXHIBITS AND ATTACHMENTS					
<p>The Provider shall provide services and comply with the requirements set forth in the following attached exhibits, attachments, or any other materials which are incorporated herein by reference. To the extent that the terms and conditions of any Exhibit or Attachments conflicts with the terms and conditions of this base contract, the terms of this Contract shall control.</p>					
<input checked="" type="checkbox"/> Exhibit A: Scope of Services <input checked="" type="checkbox"/> Exhibit B: Compensation <input checked="" type="checkbox"/> Exhibit C: Business Associate Agreement (BAA)			<input checked="" type="checkbox"/> TMBH-ASO Non-Medicaid Professional Services Contractor Guide <input checked="" type="checkbox"/> TMBH-ASO Non-Medicaid Crisis Services Provider Guide		
<p>This Professional Service Contract is entered into in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes, between the Thurston-Mason Behavioral Health Administrative Service Organization (TMBH-ASO) and the Contractor. This Contract, including all Exhibits, Attachments, and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings and representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Professional Service Contract. THE PARTIES HERETO ACKNOWLEDGE THAT THE WAIVER OF IMMUNITY SET OUT IN SECTION 17 WAS MUTUALLY NEGOTIATED AND SPECIFICALLY AGREED TO BY THE PARTIES HEREIN.</p>					
Contractor Signature:		Printed Name and Title:		Date:	
		Mark Ziegler, City Manager			
Thurston-Mason BH-ASO Signature:		Printed Name and Title:		Date:	
		Mark Freedman, ASO Administrator			

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1. SERVICES PROVIDED BY THE CONTRACTOR

- 1.1. The CONTRACTOR shall perform the services as identified in Exhibit A: Scope of Work.

2. SERVICES PROVIDED BY TMBH-ASO

- 2.1. In order to assist the CONTRACTOR in fulfilling its duties under this Contract, TMBH-ASO shall provide the following as identified in Exhibit A: Scope of Work.

3. COMPENSATION

- 3.1. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B - Compensation, attached hereto and incorporated herein by reference.
- 3.2. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.
- 3.3. The CONTRACTOR may, in accordance with Exhibit B - Compensation, submit invoices to TMBH-ASO not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for TMBH-ASO during the billing period. TMBH-ASO shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment per Exhibit B - Compensation.
- 3.4. The CONTRACTOR shall not be paid for services rendered under the Contract unless and until they have been performed to the satisfaction of TMBH-ASO.

4. AMENDMENT AND CHANGES IN WORK

- 4.1. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by TMBH-ASO.
- 4.2.
- 4.3. Except as described below, an amendment to this Contract shall require the approval of both TMBH-ASO and the CONTRACTOR. The following shall guide the amendment process:
- 4.3.1. Any amendment shall be in writing and shall be signed by the CONTRACTOR's authorized officer and an authorized representative of TMBH-ASO. No other understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 4.3.2. TMBH-ASO reserves the right to issue unilateral amendments which provide corrective or clarifying information.
- 4.3.3. The CONTRACTOR shall submit all feedback or questions to TMBH-ASO at contracts@tmbho.org or other email address as expressly stated.
- 4.3.4. The CONTRACTOR shall submit written feedback within the expressed deadline provided to the CONTRACTOR upon receipt of any amendments. TMBH-ASO is not obligated to accept CONTRACTOR feedback after the written deadline provided by TMBH-ASO.
- 4.3.5. The CONTRACTOR shall return all signed amendments within the written deadline provided by TMBH-ASO contracts administration.

5. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- 5.1. The CONTRACTOR shall not assign or subcontract any obligations and duties of the Contract to any person, partnership, corporation, association or organization, without the prior written consent of TMBH-ASO. If approved, the CONTRACTOR shall:
 - 5.1.1. Provide copies of all Subcontracts, including exhibits, attachments, and Subcontract amendments to TMBH-ASO within 15 days of contract execution.
 - 5.1.2. Retain the responsibility for monitoring Subcontractor compliance and oversight of delegated functions, which shall be documented and provided to TMBH-ASO no less than annually.
- 5.2. All Subcontracts must be in writing and specify all duties, responsibilities and reports that are appropriate to the service or activity delegated under the Subcontract and require compliance with all applicable local, State and federal laws, rules and regulations. No Subcontract terminates the legal responsibility of the CONTRACTOR to TMBH-ASO to perform the terms of this Contract. The CONTRACTOR shall be responsible for the acts and omissions of any Subcontractor, and the CONTRACTOR is responsible for all contractual obligations, financial or otherwise, to its Subcontractors. TMBH-ASO has no contractual obligations to any Subcontractor under contract to the CONTRACTOR. Subcontractors must abide by the requirements of Section 1128A(b) of the Social Security Act prohibiting BHO'S and other providers from making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit services provided to recipients.
 - 5.2.1. This Contract contains Federal Block Grant funds, and any subcontracts must be subcontracted according to the terms set forth by the Community Behavioral Health Advisory Board-approved Mental Health Block Grant project plan and/or Substance Abuse Block Grant (SABG) project plan. The approved Subcontractor must adhere to the applicable requirements in the Thurston-Mason BH-ASO Non-Medicaid Professional Services Contractor Guide and Crisis Provider Guide.

6. COMPLIANCE WITH APPLICABLE LAW

- 6.1. In the provision of services under this Contract, the CONTRACTOR and any approved Subcontractors shall comply with all applicable federal, State and local laws and Regulations, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. The provisions of this Contract that are in conflict with applicable State or federal laws or Regulations are hereby amended to conform to the minimum requirements of such laws or Regulations.
- 6.2. The Contractor and any approved Subcontractors shall comply with these General Terms and Conditions, Provider Guides, Subdelegation Grids, Exhibits, Attachments, TMBH-ASO and/or the Department Data Reporting Guidelines, TMBH-ASO Data Dictionary, TMBH-ASO Policies and Procedures, TMBH-ASO Protocols, TMBH-ASO and/or the Department required forms, and any other documents attached hereto or incorporated herein by reference.
- 6.3. A provision of this Contract that is stricter than such laws or Regulations will not be deemed a conflict.

7. CONFIDENTIALITY

- 7.1. The CONTRACTOR shall protect and preserve the confidentiality of TMBH-ASO's data or information that is defined as confidential under State or federal law or Regulation or data that TMBH-ASO has identified as confidential subject to the City's obligation to comply with state laws requiring open government, including the Public Records Act, Chap. 42.56 RCW.

- 7.2. The CONTRACTOR shall comply with all applicable federal and state laws and Regulations concerning collection, use, and disclosure of Personal Information set forth in Governor Locke's Executive Order 00-03 and Protected Health Information (PHI), defined at 45 C.F.R. §160.103, as may be amended from time to time.
- 7.3. The CONTRACTOR shall not release, divulge, publish, transfer, sell, or otherwise make known to unauthorized third parties Personal Information or PHI without the advance express written consent of the individual who is the subject matter of the Personal Information or PHI or as otherwise required in this Contract or as permitted or required by state or federal law or Regulation.
- 7.4. The CONTRACTOR shall implement appropriate physical, electronic and managerial safeguards to prevent unauthorized access to Personal Information and PHI. The CONTRACTOR shall require the same standards of confidentiality of any approved Subcontractors.
- 7.5. The CONTRACTOR agrees to share Personal Information regarding Individuals in a manner that complies with applicable state and federal law protecting confidentiality of such information (including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified at 42 U.S.C. §1320(d) et. seq. and 45 C.F.R. parts 160, 162, and 164., the HIPAA Regulations, 42 C.F.R. §431 Subpart F, RCW 5.60.060(4), and Chapter 70.02 RCW). The CONTRACTOR and the CONTRACTOR's Subcontractors shall fully cooperate with TMBH-ASO efforts to implement HIPAA requirements.
- 7.6. The CONTRACTOR shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss.
- 7.7. This duty requires that CONTRACTOR employ reasonable security measures, which include restricting access to the Confidential Information by:
 - 7.7.1. Encrypting electronic Confidential Information during Transport;
 - 7.7.2. Physically securing and tracking media containing Confidential Information during Transport;
 - 7.7.3. Limiting access to staff that have an authorized business requirement to view the Confidential Information;
 - 7.7.4. Using access lists, Unique User ID and Hardened Password authentication to protect Confidential Information;
 - 7.7.5. Physically securing any computers, documents or other media containing the Confidential Information; and
 - 7.7.6. Encrypting all Confidential Information that is stored on portable devices including but not limited to laptop computers and flash memory devices.
- 7.8. Upon request by TMBH-ASO the CONTRACTOR shall return the Confidential Information or certify in writing that the CONTRACTOR employed a TMBH-ASO approved method to destroy the information. CONTRACTOR may obtain information regarding approved destruction methods from the TMBH-ASO contact identified in this Contract, subject to the City's obligation to comply with state laws requiring retention of records.
- 7.9. In the event of a breach, meaning an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule which compromises the security or privacy of an Individual's PHI, the CONTRACTOR shall notify TMBH-ASO in writing, as described in the Notices Section of the General Terms and Conditions, within two (2) business days after determining notification must be sent to Individuals. CONTRACTOR must also take actions to mitigate the risk of loss and comply with any notification

or other requirement imposed by law (45 C.F.R. Part 164, Subpart D, WAC 284-04-625, RCW 19.255.010).

- 7.10. TMBH-ASO reserves the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by CONTRACTOR during the term of this Agreement to the extent permitted by law. All TMBH-ASO representatives conducting onsite audits of CONTRACTOR agree to keep confidential any patient- identifiable information which may be reviewed during the course of any site visit or audit.
- 7.11. Any material breach of this confidentiality provision may result in termination of this Contract. The CONTRACTOR shall indemnify and hold TMBH-ASO harmless from any damages related to the CONTRACTOR's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.
- 7.12. To the extent allowed by law, when the Contract term has ended or the Contract terminated, or when Confidential Information is no longer needed, the CONTRACTOR shall return the Confidential Information or certify in writing the destruction of Confidential Information upon written request by TMBH-ASO, subject to the City's obligation to comply with state laws requiring retention of records.
- 7.13. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents with Confidential Information must be destroyed through shredding, pulping, or incineration.
- 7.14. The CONTRACTOR shall obtain written consent from an individual prior to the use of the individual's picture(s) or personal story.

8. CONTRACTOR CERTIFICATION REGARDING ETHICS

- 8.1. The CONTRACTOR certifies that the CONTRACTOR is now, and shall remain, in compliance with Chapter 42.23 RCW, Code of Ethics for Municipal Officers, throughout the term of this Contract, as a recipient of public funding under this Contract.

9. DEFENSE OF LEGAL ACTIONS

- 9.1. The CONTRACTOR shall advise TMBH-ASO as to matters that come to its attention with respect to potential substantial legal actions involving allegations that may give rise to a claim for indemnification from TMBH-ASO. The CONTRACTOR shall fully cooperate with TMBH-ASO in the defense of any action arising out of matters related to this Contract by providing without additional fee all reasonably available information relating to such actions and by providing necessary testimony.

10. DISPUTES

- 10.1. Differences between the CONTRACTOR and TMBH-ASO, arising under and by virtue of this Contract shall be brought to the attention of TMBH-ASO at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due to the CONTRACTOR shall be decided by the TMBH-ASO Contract representative or designee. All rulings, orders, instructions and decisions of TMBH-ASO'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 14, Governing Law and Venue.

11. ENTIRE CONTRACT

- 11.1. The parties agree that this Contract, including all documents attached or incorporated by reference, is the complete expression of its terms and conditions. Any verbal or written representations or understandings not incorporated in this Contract are specifically excluded.

12. FORCE MAJEURE

- 12.1. If the CONTRACTOR is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, such nonperformance shall not be a ground for termination for default. Immediately upon the occurrence of any such event, the CONTRACTOR shall commence to use its best efforts to provide, directly or indirectly, alternative and, to the extent practicable, comparable performance. Nothing in this Section shall be construed to prevent TMBH-ASO from terminating this Contract for reasons other than for default during the period of events set forth above, or for default, if such default occurred prior to such event.

13. FUTURE SUPPORT

- 13.1. TMBH-ASO makes no commitment to future support and assumes no obligation for future support of the services contracted for, except as expressly set forth in this Contract.

14. GOVERNING LAW AND VENUE

- 14.1. This Contract has been and shall be construed as having been made and delivered in accordance with the laws of the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 14.2. Any action at law, suit in equity, or judicial proceedings arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County or Mason County. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington in Tacoma.

15. HEADINGS

- 15.1. The headings used in this Contract are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or Sections of this Contract.

16. HEALTH AND SAFETY

- 16.1. The CONTRACTOR shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any TMBH-ASO individual with whom the CONTRACTOR has contact.

17. INDEMNIFICATION AND HOLD HARMLESS

- 17.1. The CONTRACTOR shall hold harmless, indemnify and defend THURSTON COUNTY, MASON COUNTY, TMBH-ASO, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR's acts, errors or omissions or the acts, errors or omissions of its employees, agents, Subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. PROVIDED HOWEVER, that the CONTRACTOR's obligations hereunder shall not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of THURSTON COUNTY, MASON COUNTY, TMBH-ASO, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR's obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or Subcontractors. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or Subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice.
- 17.2. In any and all claims against THURSTON COUNTY, MASON COUNTY, TMBH-ASO, its officers,

officials, employees and agents by any employee of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or Subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any Subcontractor or agent performing work hereunder.

- 17.3. The CONTRACTOR's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR's employees, agents or Subcontractors
- 17.4. The CONTRACTOR shall indemnify and hold harmless the State from any claims by the CONTRACTOR related to the provision of services to Individuals according to the terms of this Contract; this obligation shall not apply to any services that were unpaid due to non-payment of installment moneys by the State to TMBH-ASO. The CONTRACTOR agrees to promptly notify TMBH-ASO in writing of any claim and provide the State and TMBH-ASO the opportunity to defend and settle the claim. The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

18. INDEPENDENT CONTRACTOR

- 18.1. The parties intend that an independent CONTRACTOR relationship between the CONTRACTOR and TMBH-ASO shall be created by this Contract. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- 18.2. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section, Compensation and Exhibit B - Compensation of this Contract, and the CONTRACTOR is not entitled to any TMBH-ASO benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to TMBH-ASO employees.
- 18.3. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of TMBH-ASO.
- 18.4. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.
- 18.5. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from TMBH-ASO'S contract representative or designee, provided that if such removal prevents the Contractor from discharging its obligations, the Contractor may terminate the agreement without penalty.

19. INSPECTION OF BOOKS AND RECORDS

19.1. TMBH-ASO has the right to inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR and any approved Subcontractors shall cooperate with TMBH-ASO regarding any audits and investigations initiated by TMBH-ASO or other funding entities that support the services under this Contract – Federal, State, or local government.

19.2. Records

19.2.1. The CONTRACTOR shall provide access to its records and place of business during the term of this Contract and for one (1) year following termination or expiration of this Contract for the purposes of monitoring, auditing, and evaluating CONTRACTOR's compliance with this Contract, and compliance with applicable State and federal laws, rules, and regulations as existing now or as later amended.

19.2.2. The CONTRACTOR and any approved Subcontractors shall maintain all financial, program and other records pertinent to this Contract. All financial records shall follow generally accepted accounting principles. Other records shall be maintained as necessary to clearly reflect all actions taken by the CONTRACTOR related to this Contract.

19.2.3. The CONTRACTOR shall maintain books, records, documents and other material relevant to this Contract which sufficiently and properly reflects all direct and indirect costs expended in the performance of the services described herein and the performance of all acts required by the Contract and applicable laws, rules, and regulations.

19.2.4. Records will enable identification of all federal funds received and expended by Catalog of Federal Domestic Assistance Number (CFDA#), federal program, award number and year, name of federal, state and pass-through agency. Records will meet the requirements of OMB Circular A-102 Grants and Cooperative Contracts with state and local Governments, and also OMB Circular A-110 Uniform Administrative Requirements for Grants and Contracts with institutions of higher education, hospitals and other non-profit organizations.

19.2.4.1. The CONTRACTOR will include in their financial statements a schedule of expenditures of all federal awards. The schedule will include the name of the federal agency, the pass-through entity, the CFDA#, any other identification number, the amount of expenditures for the program, identification of any major programs, and any notes that pertain to the significant accounting policies used to account for the federal programs.

19.2.5. All records and reports relating to this Contract shall be retained by the CONTRACTOR in accordance with the applicable Washington State records retention schedules.

19.2.6. The CONTRACTOR and TMBH-ASO are both subject to the Public Records Act (Chapter 42.56 RCW). This Contract shall be a "public record" as defined in Chapter 42.56 RCW. Any documents submitted to the Contractor or to TMBH-ASO may be construed as "public records" and therefore subject to public disclosure.

20. INSURANCE

20.1. Depending upon contracted services to be delivered, some or all insurance requirements may be waived by TMBH-ASO. The CONTRACTOR or any approved Subcontractor understands, no Sections of the insurance terms will be removed, if "waived" it will be noted next to "insurance" or next to

each individual insurance requirement, as applicable.

- 20.2. **Professional Legal Liability:** The CONTRACTOR or any approved Subcontractor, if a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR's profession and shall be written subject to limits of not less than \$1,000,000 per loss and a \$3,000,000 aggregate.
- 20.2.1. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR's or any approved Subcontractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR's or any approved Subcontractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- 20.3. **Commercial General Liability:** The CONTRACTOR or any approved Subcontractor shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. Coverage shall include: liability that arises out of the ownership, maintenance or use of real property, arises out of operations away from the business premises by employees or agents of the insured, or liability assumed by Contract. The general aggregate limit shall apply separately to this Contract and be no less than \$3,000,000.
- 20.3.1. The CONTRACTOR or any approved Subcontractor will provide Commercial General Liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- 20.3.2. The CONTRACTOR or any approved Subcontractor shall secure employers' liability coverage with limits not less than \$100,000 as part of their CGL policy or separately.
- 20.4. **Automobile Liability:** The CONTRACTOR or any approved Subcontractor shall maintain automobile liability insurance as follows:
- 20.4.1. The CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.
- 20.5. **Industrial Insurance Coverage**
- 20.5.1. The CONTRACTOR or any approved Subcontractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR or any approved Subcontractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, TMBH-ASO may collect from the CONTRACTOR or any approved Subcontractor the full amount payable to the Industrial Insurance accident fund. TMBH-ASO may deduct the amount owed by the CONTRACTOR or any approved Subcontractor to the accident fund from the amount payable to the CONTRACTOR or any approved Subcontractor by TMBH-ASO under this Contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.
- 20.6. **Privacy Breach Response Coverage:** For the term of this Contract and three (3) years following its termination, the CONTRACTOR or any approved Subcontractor shall maintain insurance to cover

costs incurred in connection with a Security Incident, privacy Breach, or potential compromise of data including:

- 20.6.1. Computer forensics assistance to assess the impact of a data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws (45. C.F.R. Part 164, Subpart D; RCW 42.56.590, RCW 19.255.010; and WAC 284-04-625).
- 20.6.2. Notification and call center services for individuals affected by a Security Incident or privacy Breach.
- 20.6.3. Breach resolution and mitigation services for individuals affected by a Security Incident or privacy Breach including fraud prevention, credit monitoring and identity theft assistance.
- 20.6.4. Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

20.7. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A minus with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- 20.7.1. The CONTRACTOR shall furnish TMBH-ASO with properly executed Certificates of Insurance or a signed policy endorsement which shall clearly evidence all insurance required in this Section prior to commencement of services. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, or be materially reduced in coverage except on 30 days prior written notice to TMBH-ASO.
- 20.7.2. The CONTRACTOR shall furnish TMBH-ASO with evidence that the additional insured provision required above has been met. Acceptable form of evidence is the endorsement page(s) of the policy showing TMBH-ASO, THURSTON COUNTY, MASON COUNTY, their respective elected and appointed officers, officials, employees, agents, and WASHINGTON STATE as additional insureds.
- 20.7.3. Written notice of cancellation or change shall be mailed to TMBH-ASO to the address on the cover page.

21. The CONTRACTOR or its broker shall provide a copy of any, and all insurance policies specified in this Contract annually upon renewal and upon request of TMBH-ASO.

22. NON-WAIVER OF RIGHTS

- 22.1. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

23. NOTICES

- 23.1. Whenever one party is required to give notice to the other under this Contract, it shall be deemed given if either (a) emailed or (b) mailed by United States Postal Services, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- 23.1.1. In the case of notice from TMBH-ASO to the CONTRACTOR, notice will be sent to:

City of Shelton

Mark Ziegler
City Manager
525 West Cota Street
Shelton WA 98584
Or
mark.ziegler@shelton.wa.gov

23.1.2. In the case of notice from the Contractor to TMBH-ASO, notice will be sent to:

TMBH-ASO Contract Manager
670 Woodland Square Loop SE Suite 301
Lacey WA 98503
Or
contracts@tmbho.org

23.2. Notices delivered through the United States Postal Service will be effective on the date delivered as evidenced by the return receipt. Notices delivered by email to contracts@tmbho.org, will be deemed to have been received when the recipient acknowledges, by email reply, having received that email.

23.3. Either party may, at any time, change its mailing address or email address for notification purposes by sending a notice in accord with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later date is specified.

24. NOTIFICATION OF ORGANIZATIONAL CHANGES

24.1. The CONTRACTOR shall provide TMBH-ASO with sixty (60) calendar days' prior written notice of any change in the CONTRACTOR's ownership or legal status. The CONTRACTOR shall provide TMBH-ASO written notice of any changes to the CONTRACTOR's leadership including management, executive officers, and/or executive board members within five (5) business days.

25. OWNERSHIP OF MATERIAL

25.1. TMBH-ASO recognizes that nothing in this Contract shall give TMBH-ASO ownership rights to the systems developed or acquired by the CONTRACTOR during the performance of this Contract. The CONTRACTOR recognizes that nothing in this Contract shall give the CONTRACTOR ownership rights to the systems developed or acquired by TMBH-ASO during the performance of this Contract.

25.2. Both Parties agree that if either uses any materials prepared by TMBH-ASO or the CONTRACTOR for purposes other than those intended by this Contract, they do so at their sole risk and agree to hold one another harmless therefore.

26. SEVERABILITY

26.1. If a court of law determines any provision of this Contract to be unenforceable or invalid, the parties hereto agree that all other portions of this Contract shall remain valid and enforceable.

27. SUBRECIPIENTS

27.1. If the CONTRACTOR or approved Subcontractor is a Subrecipient of federal awards as defined by 2 CFR Part 200 and this Contract, the CONTRACTOR shall:

27.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

- 27.1.2. Maintain internal controls that provide reasonable assurance that the CONTRACTOR is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant contracts that could have a material effect on each of its federal programs;
- 27.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 27.1.4. Incorporate 2 CFR Part 200, Subpart F audit requirements into all contracts between the CONTRACTOR and its Subcontractors who are Subrecipients;
- 27.1.5. Comply with any future amendments to 2 CFR Part 200 and any successor or replacement CFR or regulation;
- 27.1.6. Comply with the applicable requirements of either 2 CFR Part 225 (OMB Circular A-87) or 2 CFR Part 230 (OMB Circular A-122), any future amendments, and any successor or replacement Circular or regulation; and
- 27.1.7. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (See www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned federal laws and regulations.)

28. SURVIVABILITY

- 28.1. The terms and conditions contained in this Contract that shall survive the expiration or termination of this Contract include but are not limited to: Indemnification and Hold Harmless, Inspection Books and Records, Records, and Confidentiality. After termination of this Contract, the CONTRACTOR remains obligated to:
 - 28.1.1. Submit all reports required in this Contract per the Termination Section.
 - 28.1.2. Provide access to records required in accord with the Inspection provisions of this Section.

29. TERMINATION

- 29.1. Termination for Convenience
 - 29.1.1. If Contractor terminates this Contract for convenience, the Contractor is required to provide no less than six (6) months advance notice in writing to TMBH-ASO.
 - 29.1.2. If TMBH-ASO terminates this Contract for convenience, TMBH-ASO is required to provide no less than six (6) months advance notice in writing to Contractor.
- 29.2. Termination by Default
 - 29.2.1. **Termination by Contractor.** The Contractor may terminate this Contract whenever TMBH-ASO defaults in performance of the Contract and fails to cure the default within a period of one hundred twenty (120) calendar days (or such longer period as the Contractor may allow) after proper receipt from the Contractor of a written notice specifying the full nature of the default. For purposes of this Section, "default" means failure of HCA to meet one or more material obligations of this Contract.
 - 29.2.2. **Termination by TMBH-ASO.** TMBH-ASO may terminate this Contract whenever TMBH-ASO determines the Contractor has defaulted in performance of the Contract and has failed to cure the default within a reasonable period of time as set by

TMBH-ASO, based on the nature of the default and how such default impacts possible individuals. For purposes of this Section, “default” means failure of Contractor to meet one or more material obligations of this Contract.

30. WAIVER

- 30.1. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the Governing Board of TMBH-ASO or its designee has the authority to waive any term or condition of this Contract, as approved by legal counsel, on behalf of TMBH-ASO.



City of Shelton

Exhibit A: Scope of Work

1. SERVICES PROVIDED BY THE CONTRACTOR

1.1. The CONTRACTOR shall perform the following services:

1.1.1. Provide Involuntary Treatment Act (ITA) services including all services required for the evaluation for involuntary detention or involuntary treatment of individuals in accordance with WAC 246-341-0912 RCW 43.20A.890, 70.02, 71.05, 71.24, 71.34, 74.08.090, 74.50. A behavioral health agency providing DCR services must meet the general requirements for crisis services in WAC 246-341-0901.

1.2. A detailed description of the services to be performed by the CONTRACTOR is set forth in the Thurston-Mason BH-ASO Non-Medicaid Crisis Services Provider Guide, attached hereto and incorporated herein by reference.

1.3. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

1.4. The CONTRACTOR or SUBCONTRACTOR shall track agreed upon data, including but not limited to, weekly accomplishments and number of:

- 1.4.1. Referrals
- 1.4.2. Follow Ups
- 1.4.3. Law Enforcement Referrals
- 1.4.4. Mason General Hospital ITA Referrals
- 1.4.5. Mason General Hospital Voluntary Referrals
- 1.4.6. Mason County Jail Referrals
- 1.4.7. Community Referrals (CLL, family, etc.)
- 1.4.8. Contact Made
- 1.4.9. Attempted
- 1.4.10. ITA Investigations
- 1.4.11. Crisis Investigations
- 1.4.12. Detained
- 1.4.13. Not Detained
- 1.4.14. No Bed Reports

2. SERVICES PROVIDED BY TMBH-ASO

2.1. In order to assist the CONTRACTOR in fulfilling its duties under this Contract, TMBH-ASO shall provide the following:

- 2.1.1. Relevant information as it exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- 2.1.2. Coordination with other Consultants as necessary for the performance of the CONTRACTOR'S services.



City of Shelton

Exhibit B: Compensation

1. COMPENSATION

- 1.1. Program funding is based on the services as set forth in Exhibit A: Scope of Work in this Contract. The Contractor shall use all funds provided pursuant to this Contract, including interest earned to support only the services as described within this Contract.
- 1.2. Funding allocations are contingent upon the receipt of funds from contractual agreements between TMBH-ASO and other government agencies.
- 1.3. The Contractor shall be reimbursed for services delivered in the following manner:

City of Shelton				
Payment Period: January 1, 2024 through December 31, 2024				
Service Designation	Rate Method	Fund Source	Project Code	Not to Exceed
Co-Responder	Actual Cost	MHBG	41411	\$75,000
		SABG	41611	\$25,000
Contract Total				\$100,000

2. FEDERAL FUNDING REQUIREMENTS

- 2.1. If the Contractor has been awarded federal funding, as outlined below, the Contractor is required to report on the Schedule of Expenditures of Federal Awards (SEFA).

CFDA#	Funding Amount	Federal Award Identification Number	Federal Award Date	Indirect Cost Rate
93.959	\$12,500 January-June 2024	B08TI083519	3/15/2021	10%
93.959	12,500 July-December 2024	TBD	TBD	10%
93.958	\$37,500 July-December 2024	TBD	TBD	10%
93.958	\$37,500 January-June 2024	B09SM083829	3/15/2021	10%

- 2.2. If the Contractor has been awarded federal funding, the Contractor must follow the Single Audit Act requirements of the General Terms and Conditions, or any successor.

- 2.3. Block Grant funding as described below is awarded by the Department of Health and Human Services (DHHS), Catalog of Federal Domestic Assistance. Each Block Grant fund source has restrictions and may not be used for the following:

Restrictions	MHBG (CFDA #93.958)	SABG (CFDA #93.959)
Services and programs that are covered under the capitation rate for Medicaid covered services to Medicaid enrollees	X	X
Construction and/or renovation	X	X
Capital assets or the accumulation of operating reserve accounts	X	X
Equipment costs over \$5,000.00	X	X
Cash payments to consumers	X	X
State match for other federal funds	X	
Any mental health services (inpatient or outpatient)		X
Purchase or improve land – purchase, construct, or permanently improve any building or other facility or the purchase of medical equipment		X
Satisfy any requirement for the expenditure of non-Federal funds as a condition for receipt of Federal funds		X
Provide financial assistance to any entity other than public or nonprofit private entity		X
Make payments to intended recipients of health services		X
Provide individuals with hypodermic needles/syringes		X
Provide treatment services in penal or correctional institutions of the State		X

3. OTHER FUNDING SOURCES

- 3.1. The Contractor shall make all reasonable effort to collect from Third Party Insurers, when available. The Contractor shall report monthly, the total collections of third party reimbursement. The Contractor shall be able to show by individual, those clients eligible for third party benefits, including which services, amount billed by service, and amount collected.
- 3.2. The Contractor shall maintain records in such a manner to reasonably ensure that all third party resources available to clients are identified and pursued, in accordance with TMBH-ASO funds being the payer of last resort. Third party revenue received by the Contractor for TMBH-ASO funded services will be deducted from the TMBH-ASO payment for same services.
- 3.2.1. Failure to seek third party payments and complying with the requirements under *TMBH-ASO Policy 3044 Third Party* shall result in a corrective action and/or TMBH-ASO may enact Remedial Actions per Provider Guide, Section 11.1, Compliance and Oversight Monitoring, including contract termination.

4. FISCAL MANAGEMENT

- 4.1. The Contractor shall provide services in the most effective, efficient and economical manner possible to establish a prudent financial management system. This shall include, but not be limited to:
- 4.1.1. The Contractor may establish a sliding fee scale. The sliding fee scale schedule shall be posted and accessible to staff and clients and may not require payment from clients with income levels equal to or below the grant standards for the general assistance program.
- 4.1.2. In accordance with Federal and State regulations and statutes, ensuring TMBH-ASO funds are not utilized to support administrative and/or direct services to non-TMBH-ASO authorized clients.

5. ACCOUNTING AND REPORTING REQUIREMENTS

- 5.1. Except for SUD residential and withdrawal management services, the Contractor will submit service encounters through the Information System for the TMBH-ASO Invoice by the 10th of each month.
- 5.2. Funding for all programs under this Contract is only to be used to provide the services, as depicted in the Program Contract, and may not supplement any other programs or fund sources.
- 5.3. The Contractor shall have an annual audit performed by an outside CPA firm if the Contractor receives any federal funds indicated in the Compensation Section (above) and in the Provider Guide, or from any other funding sources, see the General Terms and Conditions for Single Audit requirements, or any successor.

6. BILLING PROCEDURE AND INVOICE SCHEDULE

- 6.1. Invoices must be submitted by the Contractor to TMBH-ASO by the 10th calendar day of the month to receive payment by the last calendar day of the month. Cost reports of actual expenses must be submitted with the invoice to TMBH-ASO to the following email address: Invoices@tmbho.org.
 - 6.1.1. Submit the Monthly Progress Report for SABG and MHBG as backup with the invoices.
 - 6.1.2. Federal Block Grant recipients only: The Contractor shall make a good faith effort to invoice Thurston-Mason BH-ASO for all services rendered within thirty (30) calendar days after the end of the month services were provided; or withing thirty (30) days after the funding source end date or end of the grant funding year, for FBG funding. Thurston-Mason BH-ASO must submit invoices for costs due and payable under the HCA Contract within forty-five (45) r days of the month services were provided or within forty-five (45) calendar days after the HCA Contract expiration date or after the funding source end date, except as otherwise authorized through written amendment of the HCA Contract; or (2) written notification from HCA to Thurston-Mason BH-ASO. For FBG funding delayed or supplementary invoices submitted resulting from unexpected or third-party billing issues, including inpatient billing will be reviewed and paid on a case-by-case basis. Any such potential payment is contingent upon the availability of funds.
 - 6.1.2.1.1. HCA is under no obligation to pay any delayed or supplementary invoices received past the 45-day requirement above. Late billing resulting from unexpected or third-party billing issues, including inpatient billing, will be reviewed, and paid on a case-by-case basis.
 - 6.1.2.1.1.1. Therefore, Thurston-Mason BH-ASO is unable to guarantee payment for invoices submitted outside of the allowable timeframe.
- 6.2. The contractor shall invoice for services using the specified Excel invoice form provided by TMBH-ASO.
 - 6.2.1. Invoices must be signed with an original or electronic signature and received prior to payment.
 - 6.2.2. All invoices must contain a unique invoice number in the identified field on the invoice form. No invoice number shall be repeated.
- 6.3. TMBH-ASO reserves the rights to amend, delete, or add to the invoice or reporting forms required in this Exhibit.
- 6.4. TMBH-ASO shall not release payment until the Contractor provides required reports identified in this Contract.

7. DELIVERABLES

- 7.1. A copy of the annual audit must be submitted to the TMBH-ASO upon receipt of the audit report by the Contractor, if applicable.
- 7.2. Financial Statements that include Contractor assets, liabilities, fund balances, and third-party payers when applicable, must be submitted to the TMBH-ASO upon the agency's fiscal year end or annual audit, whichever occurs first, for this contracting period. An individual financial statement for services set forth in this contract shall be itemized. Financial Statements may be sent electronically or via mail.
- 7.3. When submitting annual audit reports and financial statements, send to invoices@tmbho.org. Any information mailed to the fiscal department should be sent to:

TMBH-ASO Fiscal Department
670 Woodland Square Loop SE, Suite 301
Lacey, WA 98503
- 7.4. If receiving MHBG funds, complete the MHBG Annual Report. The annual report is due to contracts@tmbho.org by July 10th of each year.



Business Associate Agreement



OLYMPIC
HEALTH &
RECOVERY
SERVICES

☒ **Thurston Mason Behavioral Health Administrative Service Organization**
☐ **Olympic Health and Recovery Services**

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is effective this 1st day of January 2024 (the "Effective Date") between Thurston-Mason Behavioral Health Administrative Service Organization ("TMBH-ASO") and/or Olympic Health and Recovery Services ("OHRS") as identified above ("Covered Entity"), and City of Shelton ("Business Associate").

RECITALS

WHEREAS, Covered Entity and Business Associate are parties entering into one or more agreements or contracts, incorporated herein by reference (the "Underlying Agreement" and collectively "Agreements") pursuant to which Business Associate will perform the services as outlined in Agreements and such services involve the use and disclosure of Individually Identifiable Health Information that is subject to protection under HIPAA and the HIPAA Rules (all as hereinafter defined); and

WHEREAS, Business Associate has created and maintains security safeguards for the protection from unlawful disclosure of Protected Health Information (as hereinafter defined); and

WHEREAS, Covered Entity and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information set forth under the HIPAA and HITECH Act and any regulations promulgated thereunder the "HIPAA Privacy Rule";

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which protected health information (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Company, will be handled between the Business Associate and the Company and with third parties during the term of the Agreement(s) and after its termination.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, Covered Entity and Business Associate enter into the following Agreement to provide a full statement of their respective responsibilities as more fully described below:

ARTICLE 1 – DEFINITIONS

Unless otherwise provided herein terms used shall have the same meaning as set forth in HIPAA and the HIPAA Rules.

- 1.1. **Agreement** means this Business Associate Agreement.
- 1.2. **Business Associate** as used in this Agreement means the Business Associate named in this Agreement and generally has the same meaning as the term "business associate" at 45 CFR § 160.103. Any reference to Business Associate in this Agreement includes Business Associate's employees, agents, officers, subcontractors, volunteers, or directors.
- 1.3. **CFR** means and refers to the Code of Federal Regulations.

- 1.4. **Covered Entity** means TMBH-ASO and/or OHRS, as specified above, which are each a Covered Entity as defined at 45 CFR § 160.103, in its conduct of covered functions by its health care components.
- 1.5. **Designated Record Set** means a group of records maintained by or for the Covered Entity that is: the medical records and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used, in whole or in part, by or for the Covered Entity to make decisions about Individuals.
- 1.6. **Electronic Protected Health Information or “EPHI”** means Protected Health Information that is transmitted by electronic media or maintained in electronic media.
- 1.7. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as Title XIII of The American Recovery and Reinvestment Act of 2009, H.R. 1, Pub.L. 111-5 (February 17, 2009), as amended or superseded, and any current and future regulations promulgated under HIPAA.
- 1.8. **HIPAA Rules** means the Privacy, Security, Enforcement, and Breach Notification Rules at 45 CFR Part 160 and Part 164, in effect or as amended.
- 1.9. **Individual** means the person who is the subject of Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.10. **Material Alteration** means any addition, deletion or change to the PHI of any subject other than the addition of indexing, coding and other administrative identifiers for the purpose of facilitating the identification or processing of such information.
- 1.11. **Privacy Rule** means the Privacy Standards at 45 CFR Part 164, Subpart E, in effect or as amended.
- 1.12. **Protected Health Information or “PHI”** means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR § 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR § 160.103. PHI is information transmitted or held in any form or medium and includes Electronic Protected Health Information. 45 CFR § 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20USCA 1232g (a)(4)(B)(iv) or employment records held by the Covered Entity in its role as employer.
- 1.13. **Security Rule** means the Security Standards at 45 CFR Part 164, Subparts A and C, in effect or as amended.
- 1.14. **Subcontractor** as used in this Agreement means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- 1.15. **Underlying Agreement** means one or more agreements or contracts, incorporated herein by reference pursuant to which Business Associate will perform the services as outlined in Agreements and all accompanying documents.

ARTICLE 2 – SCOPE OF USE OF PHI

2.1. Services

- 2.1.1. Except as otherwise specified herein, the Business Associate may use PHI solely to perform its duties as set forth in the Underlying Agreement. Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate and to provide any data aggregation services pursuant to the Underlying Agreement.
 - 2.1.1.1. Business Associate may disclose PHI for the purposes pursuant to the Underlying Agreement only to its employees, subcontractors and agents, in accordance with Section 2.3.1.5. as directed by the Covered Entity.
 - 2.1.1.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which the PHI was disclosed to the person, the person implements reasonable and appropriate security measures to protect the PHI, and the person notifies the Business Associate of any instances of which it is aware where the confidentiality of the PHI has been breached.

2.2. Breach or Misuse of PHI

Business Associate recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of the Underlying Agreement and this Agreement and/or legal action. Unauthorized disclosure of PHI may give rise to irreparable injury to the Individual or to the owner of such information, and the Individual or owner of such information may seek legal remedies against Business Associate.

2.3. Responsibilities of Business Associate

- 2.3.1. With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:
 - 2.3.1.1. Use or disclose PHI only to perform functions, activities, or services for, or on behalf of, Covered Entity, as expressly permitted or required by this Agreement or the Underlying Agreement or as otherwise required by applicable law. Further, Business Associate agrees that it will not use or disclose PHI in any manner that violates federal law, including but not limited to HIPAA and any regulations enacted pursuant to its provisions, or applicable provisions of Washington State law. The Business Associate agrees that it is subject to and directly responsible for full compliance with the Privacy Rule that applies to the Business Associate to the same extent as the Covered Entity.
 - 2.3.1.2. Use commercially reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI, including, but not limited to the following:
 - 2.3.1.3. Any physical files on location at the agency must be kept in locked cabinets. Any PHI transported must be safeguarded against

unauthorized access at all times.

- 2.3.1.4. In addition, the Business Associate agrees to implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity in accordance with 45 CFR Part 164, subpart C for as long as the PHI is within its possession and control, even after the termination or expiration of this Agreement. The Business Associate agrees that it is subject to and directly responsible for full compliance with the HIPAA Security Rule that applies to Business Associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR, to the same extent as the Covered Entity. Business Associate shall apply the HIPAA Minimum Necessary standard to any use or disclosure of PHI necessary to achieve the purposes of the Underlying Agreement. See 45 CFR 164.514(d)(2) through (d)(5).
- 2.3.1.5. Require all of its employees, representatives, subcontractors and agents that create, receive, maintain, or transmit PHI or use or have access to PHI under the Underlying Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply herein, including the obligation to return or destroy the PHI if feasible, as provided under Sections 5.4 and 5.5 of this Agreement.
- 2.3.1.6. Promptly report to the designated privacy officer of the Covered Entity, any use and/or disclosure of the PHI that is not permitted or required by this Agreement, or any Security Incident involving Covered Entity's PHI, by telephoning the privacy officer within twenty-four (24) hours of becoming aware of it and providing a written report of the unauthorized disclosure within five (5) business days.
- 2.3.1.7. The name and contact information for the Covered Entity's privacy officer is as follows:

Contact Officer: Chris Foster

Telephone: 360.763.5798

E-mail: chris.foster@tmbho.org

Address: 612 Woodland Square Loop SE Ste 401
Lacey, WA 98503

- 2.3.1.8. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the law.
- 2.3.1.9. Within twenty-four (24) hours of the discovery of a breach as defined at 45 CFR § 164.402, notify the Covered Entity's privacy officer of any breach of unsecured PHI and take actions as may be necessary to identify, mitigate and remediate the cause of the breach. A breach shall be treated as

discovered by the Business Associate in accordance with the terms of 45 CFR § 164.410. The notification shall include the following information which shall be updated promptly and provided to the Covered Entity as requested by the Covered Entity:

- 2.3.1.9.1. The identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during such breach;
 - 2.3.1.9.2. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - 2.3.1.9.3. A description of
 - 2.3.1.9.4. the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 2.3.1.9.5. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - 2.3.1.9.6. A brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches;
 - 2.3.1.9.7. Contact procedures of the Business Associate for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address; and
 - 2.3.1.9.8. Any other information required to be provided to the individual by the Covered Entity pursuant to 45 CFR § 164.404, as amended.
- 2.3.2. To the extent the Covered Entity deems warranted, the Covered Entity may provide notice or may, in its sole discretion, require Business Associate to provide notice at Business Associate's expense to any or all individuals whose unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed as a result of such breach. In such case, the Business Associate shall consult with the Covered Entity regarding appropriate steps required to notify third parties. The Business Associate shall reimburse the Covered Entity, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured PHI by the Business Associate.

2.4. Covered Entity Obligations

- 2.4.1. With regard to the use and/or disclosure of PHI by the Business Associate, the Covered Entity hereby agrees to:
 - 2.4.1.1. Upon request, provide the Business Associate with a copy of the notice of privacy practices that the Covered Entity provides to Individuals

pursuant to 45 CFR § 164.520, and inform the Business Associate of any changes in the form of the notice that materially affects the Business Associate's uses and disclosures of PHI under this Agreement;

2.4.1.2. Inform the Business Associate of any changes in, or withdrawal of, the authorization provided to the Covered Entity by Individuals that materially affects Business Associate's ability to use and/or disclose PHI under this Agreement; and

2.4.1.3. Notify the Business Associate, in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by the Covered Entity in accordance with 45 CFR § 164.522, to the extent that such restriction materially affects Business Associate's use or disclosure of PHI under this Agreement.

ARTICLE 3 – AMENDMENT OF PHI

3.1. Amendments by Business Associate

Should Business Associate make any Material Alteration to PHI, Business Associate shall provide Covered Entity with notice of each Material Alteration to any PHI and shall promptly cooperate with Covered Entity in responding to any request made by any subject of such information to Covered Entity to inspect and/or copy such information. Business Associate shall not deny Covered Entity access to any such information if, in Covered Entity's sole discretion, such information must be made available to the subject seeking access to it. To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 within ten (10) days of the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

ARTICLE 4 – AVAILABILITY, ACCOUNTING OF DISCLOSURES, AUDITS AND INSPECTIONS

4.1. Availability of PHI

To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make PHI available to Covered Entity or, as directed by Covered Entity, to an Individual, within ten (10) days of the request of the Covered Entity and in the manner designated by Covered Entity in accordance with 45 CFR § 164.524.

4.2. Accounting of Disclosures

Business Associate agrees to make available the information required for Covered Entity to provide an accounting of disclosures in accordance with 45 CFR § 164.528. Business Associate will provide such accounting of disclosures to Covered Entity as soon as possible, but no more than ten (10) days from request by Covered Entity. Each accounting shall provide (i) the date of each disclosure; (ii) the name and address of the organization or person who received the PHI; (iii) a brief description of the PHI disclosed; and (iv) the purpose for which the PHI was disclosed, including the basis for such disclosure, or a copy of a written request for disclosure under §§ 164.502(a)(2)(ii) or 164.512.

Business Associate shall maintain a process to provide the accounting of disclosures for as long as Business Associate maintains PHI received from or on behalf of Covered Entity.

4.3. Access to Department of Health and Human Services

Business Associate shall make its facilities, internal practices, books, records, documents,

electronic data and all other business information relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services, governmental officers and agencies for purposes of determining Covered Entity's compliance with HIPAA. Business Associate shall promptly, and in no event later than five (5) business days after a request by the Secretary, notify Covered Entity in writing of any request made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request..

4.4. Access to Covered Entity

Upon written request, Business Associate agrees to make its facilities, internal practices, books, records, documents, electronic data and all other business information available to Covered Entity within five (5) business days during normal business hours so that Covered Entity can monitor compliance with this Agreement.

ARTICLE 5 – TERM AND TERMINATION

5.1. Term

This Agreement is valid as of the Effective Date and remains effective for the entire term of the Underlying Agreement, or until terminated as set forth herein.

5.2. Termination

This Agreement may be terminated by Covered Entity for convenience upon the same number of days prior written notice to the Business Associate as set out in the Underlying Agreement, otherwise upon thirty (30) days prior written notice. The notice will specify the date of termination.

5.3. Termination for Cause

Covered Entity may immediately terminate this Agreement and the Underlying Agreement without penalty if Covered Entity, in its sole discretion, determines that Business Associate has: (a) improperly used or disclosed PHI in breach of this Agreement; or (b) violated a material provision of this Agreement. Alternatively, the Covered Entity may choose to provide the Business Associate with written notice of the existence of an alleged material breach and a period of fifteen (15) days in which to cure the alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement and the Underlying Agreement.

5.4. Alternative to Termination

If termination is not feasible, the Covered Entity shall report the breach to the Secretary of the Department of Health and Human Services.

5.5. Return/Destruction of PHI

Business Associate agrees that, upon termination of the Underlying Agreement, for whatever reason, it will return or destroy, in Covered Entity's sole discretion, all PHI, if feasible, received from, or created or received by it on behalf of Covered Entity which Business Associate maintains in any form, and retain no copies of such information. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. An authorized representative of Business Associate shall certify in writing to Covered Entity, within five (5) days from the date of termination or other expiration of the Underlying Agreement, that all PHI has been returned or disposed of as provided above and that Business Associate no longer retains any such PHI in any form.

5.6. No Feasible Return/Destruction of PHI

If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible. To the extent that Covered Entity agrees that the return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to the PHI retained and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Business Associate shall remain bound by the provisions of this Agreement notwithstanding termination of the Underlying Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in this section.

ARTICLE 6 – INDEMNIFICATION/INSURANCE

6.1. Defense and Indemnification

Business Associate shall defend, indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation attorney's fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, relating to or arising out of any use or disclosure of PHI in a manner not permitted by HIPAA or breach of this Agreement by Business Associate, its employees, officers, agents, or subcontractors.

6.2. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with the Agreement or HIPAA or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or Business Associate's control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure; nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6.3. Insurance

Business Associate shall obtain and maintain cyber liability insurance coverage against improper uses and disclosures of PHI by Business Associate naming Covered Entity as an additional named insured. Promptly following a request by Covered Entity for the maintenance of such insurance coverage, Business Associate shall provide a certificate evidencing such insurance coverage.

ARTICLE 7 – COMPLIANCE WITH 42 CFR PART 2 REQUIREMENTS

In the event that Business Associate is also considered to be a Qualified Service Organization ("QSO") under the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records found at 42 C.F.R. Part 2 ("Part 2"), with access to PHI that is protected by Part 2, Business Associate agrees to the following:

- a) In receiving, storing, processing, or otherwise dealing with any PHI protected by Part 2 from Covered Entity, Business Associate is fully bound by the provisions of Part 2; and
- b) If necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to such PHI covered by Part 2 unless such access is expressly

permitted under Part 2.

ARTICLE 8 – MISCELLANEOUS

8.1. Construction

This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and the HIPAA Rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

8.2. Notice

All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the address set forth in the Underlying Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.

8.3. Modification of Agreement

The parties agree to take such action as is necessary to modify this Agreement to ensure consistency with amendments to and changes in the applicable federal and state laws and regulations, including, but not limited to, HIPAA and the HIPAA Rules. This Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties.

8.4. Invalid Terms

In the event that any provision of the terms and conditions are held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

8.5. Transferability

Covered Entity has entered into this Agreement in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's interest under this Agreement may not be transferred or assigned or assumed by any other person, in whole or in part, without the prior written consent of Covered Entity.

8.6. Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington in accordance with HIPAA and the HIPAA Rules without giving effect to the conflict of laws provisions. Thurston County, Washington, shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought under, or arise out of, this Agreement.

8.7. No Third-Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

8.8. Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto

and their respective permitted successors and assigns.

8.9. Execution

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, all of which shall constitute but one agreement.

8.10. Gender and Number

The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given an effect of any exclusion or limitation herein. The use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.

8.11. Priority of Agreements

If any portion of the Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Agreement shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.

8.12. Survival

The obligations of Business Associate shall survive the termination of this Agreement and the Underlying Agreement.

8.13. Recitals

The preamble to this Agreement is not a mere recital of facts but consists of binding agreed upon statements that form the basis of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective the day and year firstabove written.

FOR BUSINESS ASSOCIATE:		FOR TMBH-ASO and/or OHRS:	
Name:	Mark Zeigler	Name:	Mark Freedman
Title:	City Manager	Title:	TMBH-ASO Administrator
Address:	525 West Cota Street	Address:	670 Woodland Square Loop SE Ste 301
City, ST, Zip:	Shelton, WA 98584	City, ST, Zip:	Lacey WA 98503
Email:	mark.zeigler@sheltonwa.gov	Email:	mark.freedman@tmbho.org
Phone:	360.432.5194	Phone:	360.763.5828

Signature (Authorized Representative)

Signature

Date

Date