



Shelton City Council  
Meeting Agenda  
March 19, 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 110227 through 110260 and EFT payment numbers 209 through 214 in the total amount of \$334,017.06
2. Vouchers numbered 110280 through 110316 and EFT payment numbers 215 through 225 in the total amount of \$683,534.39

**D. Presentations**

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

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

1. Resolution No. 1322-0324 Library Deck Grant Acceptance – Presented by Parks & Recreation Supervisor Jordanne Krumpols
2. Public Hearing Ordinance No. 2020-0224 Frontage Improvement Charge & Transportation Impact Fees Code Updates – Presented by Public Works Director Jay Harris
3. Resolution No. 1321-0224 ADA Transition Plan Contract – Presented by Capital Projects Manager Aaron Nix
4. Resolution No. 1323-0324 Amendment #2-Safe Routes to School Crossing Improvement Project– Presented by Capital Projects Manager Aaron Nix
5. Resolution No. 1324-0324 Approve Angleside Grant Agreement – Presented by Capital Projects Manager Aaron Nix

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

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

**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 – April 2, 2024 at 6:00 p.m.**

**K. Adjourn**

**Special Note for Virtual Public Participation**

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

The public can provide comments virtually by:

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

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

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

Your comments will be relayed directly to the Council.



# 2024 Looking Ahead

(Items and dates are subject to change)

|                         |                 |  |                                       |
|-------------------------|-----------------|--|---------------------------------------|
| Mon. 3/25<br>8:30 a.m.  | Special Meeting | Council Retreat  | N/A                                   |
| Tues. 3/26<br>6:00 p.m. | Study Session   | Study Agenda <ul style="list-style-type: none"> <li>• International Property Maintenance Code</li> </ul>   | Packet Items Due:<br>3/22 @ noon      |
| Tues. 4/2<br>6:00 p.m.  | Regular Meeting | Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>• Child Abuse Prevention Proclamation</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Resolution No. 1321-0224 ADA Transition Plan Contract, Transpo</li> <li>• Resolution No. 1323-0324 Amendment #2 PE Services Construction Management SRTS</li> <li>• Resolution No. 1324-0324 Approve Angleside Grant Agreement</li> <li>• Resolution No. 1322-0324 Library Deck Grant Acceptance</li> <li>• Ordinance No. 2020-0224 Frontage Improvement Charge &amp; Transportation Impact Fee Updates</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul> | Packet Items Due:<br>3/22 @ 5:00 p.m. |
| Tues. 4/9<br>6:00 p.m.  | Study Session   | Study Agenda   | Packet Items Due:<br>4/5 @ noon       |
| Tues. 4/16<br>6:00 p.m. | Regular Meeting | Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>• February Financial Status Report</li> <li>• Police Dept. Annual Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>  | Packet Items Due:<br>4/5 @ 5:00 p.m.  |
| Tues. 4/23<br>6:00 p.m. | Study Session   | Study Agenda   | Packet Items Due:<br>4/19 @ noon      |
| Tues. 5/7<br>6:00 p.m.  | Regular Meeting | Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>•</li> </ul>   | Packet Items Due:<br>4/26 @ 5:00 p.m. |

|                         |                 |   |                                       |
|-------------------------|-----------------|---|---------------------------------------|
|                         |                 | Business Agenda<br>•<br>Action Agenda<br>•<br>Administration Report<br>•  |                                       |
| Tues. 5/14<br>6:00 p.m. | Study Session   | Study Agenda<br>• Central Mason Fire & EMS  | Packet Items Due:<br>5/10 @ noon      |
| Tues. 5/21<br>6:00 p.m. | Regular Meeting | Consent Agenda<br>• Vouchers/Payroll Warrants/Meeting Minutes<br>Presentations<br>• March Financial Status Report<br>Business Agenda<br>•<br>Action Agenda<br>•<br>Administration Report<br>• | Packet Items Due:<br>5/10 @ 5:00 p.m. |
| Tues. 5/28<br>6:00 p.m. | Study Session   | Study Agenda  | Packet Items Due:<br>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 110227 through number 110260 and EFT payment numbers 209 through 214 in the total amount of \$334,017.06 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 1st of March, 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: APPKT03038 - MARCH 1, 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 |                                    |              |              |                 |                |        |
| 045000                           | H.D. FOWLER COMPANY                | 03/01/2024   | EFT          | 0.00            | 1,276.28       | 209    |
| 132235                           | MOUNTAIN MIST WATER                | 03/01/2024   | EFT          | 0.00            | 61.65          | 210    |
| VEN02141                         | NORTHWEST CASCADE, INC.            | 03/01/2024   | EFT          | 0.00            | 141.00         | 211    |
| 151000                           | P. U. D. # 3                       | 03/01/2024   | EFT          | 0.00            | 7,769.22       | 212    |
| VEN02470                         | SIMPLY CONTROLS                    | 03/01/2024   | EFT          | 0.00            | 1,795.20       | 213    |
| VEN02437                         | WALTER E NELSON CO OF WESTERN      | 03/01/2024   | EFT          | 0.00            | 707.87         | 214    |
| 002982                           | APP                                | 03/01/2024   | Regular      | 0.00            | 2,528.19       | 110227 |
| 002520                           | ARAMARK                            | 03/01/2024   | Regular      | 0.00            | 136.02         | 110228 |
| VEN02338                         | BHC CONSULTANTS LLC                | 03/01/2024   | Regular      | 0.00            | 11,655.99      | 110229 |
| 004275                           | BIRD ELECTRIC CORPORATION          | 03/01/2024   | Regular      | 0.00            | 6,310.40       | 110230 |
| VEN01969                         | BRENT SMOTHERMAN                   | 03/01/2024   | Regular      | 0.00            | 175.00         | 110231 |
| 005015                           | BRIGHT KNIGHTS LLC                 | 03/01/2024   | Regular      | 0.00            | 3,069.01       | 110232 |
| 098000                           | BUILDERS FIRSTSOURCE               | 03/01/2024   | Regular      | 0.00            | 66.31          | 110233 |
| VEN01281                         | CITY OF SHELTON - UTILITY BILLS/PE | 03/01/2024   | Regular      | 0.00            | 624.00         | 110234 |
| VEN02453                         | CONTOUR ENGINEERING, LLC           | 03/01/2024   | Regular      | 0.00            | 72.50          | 110235 |
| 009251                           | DATAPROSE LLC                      | 03/01/2024   | Regular      | 0.00            | 10,880.24      | 110236 |
| 009351                           | DELAKE LANDEN FINANCIAL SVCS       | 03/01/2024   | Regular      | 0.00            | 866.08         | 110237 |
| 009595                           | DEPT. OF LICENSING                 | 03/01/2024   | Regular      | 0.00            | 39.00          | 110238 |
| 014000                           | ECONOMIC DEV. COUNCIL              | 03/01/2024   | Regular      | 0.00            | 5,000.00       | 110239 |
| 159001                           | FERGUSON ENTERPRISES LLC #3325     | 03/01/2024   | Regular      | 0.00            | 197.47         | 110240 |
| 045150                           | HACH COMPANY                       | 03/01/2024   | Regular      | 0.00            | 7,058.47       | 110241 |
| 053992                           | HOOD CANAL COMMUNICATIONS          | 03/01/2024   | Regular      | 0.00            | 5,359.98       | 110242 |
| VEN02467                         | KAR-GOR, INC                       | 03/01/2024   | Regular      | 0.00            | 1,991.04       | 110243 |
| VEN01821                         | KITSAP GARAGE DOOR CO              | 03/01/2024   | Regular      | 0.00            | 1,175.00       | 110244 |
| 109200                           | MASON COUNTY HISTORICAL            | 03/01/2024   | Regular      | 0.00            | 4,500.00       | 110245 |
| VEN02472                         | MICAIAH J MULLINS                  | 03/01/2024   | Regular      | 0.00            | 165.00         | 110246 |
| VEN02531                         | MICHAEL FOX                        | 03/01/2024   | Regular      | 0.00            | 2,047.94       | 110247 |
| 142952                           | NORTH CENTRAL LABORATORIES         | 03/01/2024   | Regular      | 0.00            | 594.89         | 110248 |
| VEN02312                         | ODP BUSINESS SOLUTIONS LLC         | 03/01/2024   | Regular      | 0.00            | 77.59          | 110249 |
| 903752                           | O'REILLY AUTO PARTS                | 03/01/2024   | Regular      | 0.00            | 53.63          | 110250 |
| 159300                           | POLYDYNE, INC.                     | 03/01/2024   | Regular      | 0.00            | 12,711.87      | 110251 |
| 172008                           | ROGNLIN'S, INC.                    | 03/01/2024   | Regular      | 0.00            | 240,187.60     | 110252 |
| 008948                           | SEATTLE DAILY JOURNAL OF COMM      | 03/01/2024   | Regular      | 0.00            | 270.30         | 110253 |
| VEN02199                         | TERMINIX PROCESSING CENTER         | 03/01/2024   | Regular      | 0.00            | 1,319.72       | 110254 |
| 201300                           | TOZIER BROS INC.                   | 03/01/2024   | Regular      | 0.00            | 211.40         | 110255 |
| 201957                           | ULINE                              | 03/01/2024   | Regular      | 0.00            | 1,003.73       | 110256 |
| 145325                           | VALVOLINE LLC                      | 03/01/2024   | Regular      | 0.00            | 98.92          | 110257 |
| 053987                           | WESTBAY NAPA AUTO PARTS            | 03/01/2024   | Regular      | 0.00            | 389.67         | 110258 |
| 025951                           | WILLIAMS ARCHITECTURE              | 03/01/2024   | Regular      | 0.00            | 1,415.00       | 110259 |
| VEN02139                         | ZEPELIN SHIPPING & TECHNOLOGY      | 03/01/2024   | Regular      | 0.00            | 13.88          | 110260 |

## Bank Code APBNK-Main Summary

| Payment Type     | Payable Count | Payment Count | Discount    | Payment           |
|------------------|---------------|---------------|-------------|-------------------|
| Regular Checks   | 79            | 34            | 0.00        | 322,265.84        |
| 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            | 22            | 6             | 0.00        | 11,751.22         |
| Virtual Payments | 0             | 0             | 0.00        | 0.00              |
|                  | <b>101</b>    | <b>40</b>     | <b>0.00</b> | <b>334,017.06</b> |

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

Fund Summary

| Fund | Name        | Period | Amount      |
|------|-------------|--------|-------------|
| 999  | Pooled Cash | 3/2024 | 334,017.06  |
|      |             |        | 334,017.06✓ |



Shelton, WA

## Check Register

Packet: APPKT03038 - MARCH 1, 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 |                         |                           |                                     |                        |                |        |
| 045000                           | H.D. FOWLER COMPANY     | 03/01/2024                | EFT                                 | 0.00                   | 1,276.28       | 209    |
| Payable #                        | Payable Type            | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number                   |                         | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |        |
| <u>16626478</u>                  | Invoice                 | 02/20/2024                | ACCT#194680- DUAL PURPOSE           |                        | 803.77         |        |
| <u>411-000-000-59434-6300</u>    |                         | Construction              | 21-AMR                              | ACCT#194680- DUAL PURP | 401.88         |        |
| <u>412-000-000-59435-6300</u>    |                         | Construction              | 21-AMR                              | ACCT#194680- DUAL PURP | 401.89         |        |
| <u>16626497</u>                  | Invoice                 | 02/20/2024                | ACCT#194680- BKFLW ASMB W/ TEST CKS |                        | 472.51         |        |
| <u>402-400-000-53580-3100</u>    |                         | Office and Operating      |                                     | ACCT#194680- BKFLW AS  | 472.51         |        |
| 132235                           | MOUNTAIN MIST WATER     | 03/01/2024                | EFT                                 | 0.00                   | 61.65          | 210    |
| Payable #                        | Payable Type            | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number                   |                         | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |        |
| <u>005861886</u>                 | Invoice                 | 02/23/2024                | ACCT#088436- POLICE                 |                        | 27.35          |        |
| <u>001-118-000-52122-3100</u>    |                         | Office and Operating      |                                     | ACCT#088436- POLICE    | 27.35          |        |
| <u>005861887</u>                 | Invoice                 | 02/23/2024                | ACCT#088436- ADMIN                  |                        | 13.75          |        |
| <u>001-130-000-51810-3100</u>    |                         | Office and Operating      |                                     | ACCT#088436- ADMIN     | 13.75          |        |
| <u>005861897</u>                 | Invoice                 | 02/23/2024                | ACCT# 088436- PW SHOP               |                        | 20.55          |        |
| <u>401-000-000-53480-3100</u>    |                         | Office and Operating      |                                     | ACCT# 088436- PW SHOP  | 20.55          |        |
| VEN02141                         | NORTHWEST CASCADE, INC. | 03/01/2024                | EFT                                 | 0.00                   | 141.00         | 211    |
| Payable #                        | Payable Type            | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number                   |                         | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |        |
| <u>0553993430</u>                | Invoice                 | 02/07/2024                | CUST#228916- 799 W HARVARD AVE      |                        | 141.00         |        |
| <u>001-141-000-57680-4500</u>    |                         | Operating Rentals         |                                     | CUST#228916- 799 W HAR | 141.00         |        |
| 151000                           | P. U. D. # 3            | 03/01/2024                | EFT                                 | 0.00                   | 7,769.22       | 212    |
| Payable #                        | Payable Type            | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number                   |                         | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |        |
| <u>101097001 FEB2</u>            | Invoice                 | 02/20/2024                | 101097001 FEB24                     |                        | 90.13          |        |
| <u>101-000-000-54264-4700</u>    |                         | Utility Services          |                                     | 101097001 FEB24        | 90.13          |        |
| <u>101155001 FEB2</u>            | Invoice                 | 02/20/2024                | 101155001 FEB24                     |                        | 4,829.06       |        |
| <u>401-000-000-53480-4700</u>    |                         | Utility Services-Water    |                                     | 101155001 FEB24        | 4,829.06       |        |
| <u>109397001 FEB 2</u>           | Invoice                 | 02/20/2024                | 109397001 FEB 24                    |                        | 94.32          |        |
| <u>101-000-000-54264-4700</u>    |                         | Utility Services          |                                     | 109397001 FEB 24       | 94.32          |        |
| <u>109413001 FEB2</u>            | Invoice                 | 02/20/2024                | 109413001 FEB24                     |                        | 63.78          |        |
| <u>101-000-000-54264-4700</u>    |                         | Utility Services          |                                     | 109413001 FEB24        | 63.78          |        |
| <u>113939001 FEB2</u>            | Invoice                 | 02/15/2024                | 113939001 FEB24                     |                        | 105.04         |        |
| <u>401-000-000-53480-4700</u>    |                         | Utility Services-Water    |                                     | 113939001 FEB24        | 105.04         |        |
| <u>25911001 FEB24</u>            | Invoice                 | 02/20/2024                | 25911001 FEB24                      |                        | 2,096.71       |        |
| <u>401-000-000-53480-4700</u>    |                         | Utility Services-Water    |                                     | 25911001 FEB24         | 2,096.71       |        |
| <u>25913001 FEB24</u>            | Invoice                 | 02/20/2024                | 25913001 FEB24                      |                        | 133.62         |        |
| <u>401-000-000-53480-4700</u>    |                         | Utility Services-Water    |                                     | 25913001 FEB24         | 133.62         |        |
| <u>26197001 FEB24</u>            | Invoice                 | 02/20/2024                | 26197001 FEB24                      |                        | 84.88          |        |
| <u>101-000-000-54264-4700</u>    |                         | Utility Services          |                                     | 26197001 FEB24         | 84.88          |        |
| <u>82241001 FEB24</u>            | Invoice                 | 02/15/2024                | 82241001 FEB24                      |                        | 141.02         |        |
| <u>001-141-000-57680-4700</u>    |                         | Utility Services-Park     |                                     | 82241001 FEB24         | 141.02         |        |
| <u>85079001 FEB24</u>            | Invoice                 | 02/15/2024                | 85079001 FEB24                      |                        | 66.49          |        |
| <u>402-300-000-53580-4700</u>    |                         | Utility Services-Sewer Ma |                                     | 85079001 FEB24         | 66.49          |        |
| <u>85186001 FEB24</u>            | Invoice                 | 02/15/2024                | 85186001 FEB24                      |                        | 64.17          |        |

## Check Register

Packet: APPKT03038-MARCH 1, 2024 AP PAYMENTS

| Vendor Number          | Vendor Name                   | Payment Date               | Payment Type                        | Discount Amount        | Payment Amount | Number |
|------------------------|-------------------------------|----------------------------|-------------------------------------|------------------------|----------------|--------|
| 404-000-000-53180-4700 | Utility Services              |                            | 85186001 FEB24                      |                        | 64.17          |        |
| VEN02470               | SIMPLY CONTROLS               | 03/01/2024                 | EFT                                 | 0.00                   | 1,795.20       | 213    |
| Payable #              | Payable Type                  | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                               | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 002032                 | Invoice                       | 02/20/2024                 | CUST# 0001151- PHASE MONITORS INSTA | 0.00                   | 1,795.20       |        |
| 402-400-000-53580-4800 |                               | Repairs and Maintenance    |                                     | CUST# 0001151- PHASE M | 1,795.20       |        |
| VEN02437               | WALTER E NELSON CO OF WESTERN | 03/01/2024                 | EFT                                 | 0.00                   | 707.87         | 214    |
| Payable #              | Payable Type                  | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                               | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 966855                 | Invoice                       | 01/26/2024                 | CUST#12400- URINE NEUTRALIZER       | 0.00                   | 24.28          |        |
| 001-140-000-55430-3100 |                               | Office and Operating - Ani |                                     | CUST#12400- URINE NEUT | 24.28          |        |
| 970799                 | Invoice                       | 02/16/2024                 | CUST#12400-MISC SUPPLIES            | 0.00                   | 602.97         |        |
| 001-142-000-51890-3115 |                               | Office and Operating-Civi  |                                     | CUST#12400-MISC SUPPLI | 303.85         |        |
| 001-142-000-57250-3100 |                               | Office and Operating       |                                     | CUST#12400-MISC SUPPLI | 293.80         |        |
| 401-000-000-53480-3100 |                               | Office and Operating       |                                     | CUST#12400-MISC SUPPLI | 5.32           |        |
| 972027                 | Invoice                       | 02/26/2024                 | CUST#12400- DISPOSABLE SHOE COVERS  | 0.00                   | 27.09          |        |
| 001-140-000-55430-3100 |                               | Office and Operating - Ani |                                     | CUST#12400- DISPOSABLE | 27.09          |        |
| 972029                 | Invoice                       | 02/26/2024                 | CUST#12400-URINAL SCREEN WAVE 3D    | 0.00                   | 53.53          |        |
| 001-142-000-51890-3115 |                               | Office and Operating-Civi  |                                     | CUST#12400-URINAL SCRE | 53.53          |        |
| 002982                 | APP                           | 03/01/2024                 | Regular                             | 0.00                   | 2,528.19       | 110227 |
| Payable #              | Payable Type                  | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                               | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 24-033118              | Invoice                       | 02/21/2024                 | ACCT#AP7500158-FUEL                 | 0.00                   | 2,528.19       |        |
| 503-250-000-58900-0001 |                               | Inventory-Gas              |                                     | ACCT#AP7500158-FUEL    | 2,528.19       |        |
| 002520                 | ARAMARK                       | 03/01/2024                 | Regular                             | 0.00                   | 136.02         | 110228 |
| Payable #              | Payable Type                  | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                               | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 5120406769             | Invoice                       | 02/07/2024                 | ACCT#792105973- COVERALLS, MATS,TO  | 0.00                   | 68.01          |        |
| 402-400-000-53580-4900 |                               | Miscellaneous              |                                     | ACCT#792105973- COVER  | 68.01          |        |
| 5120410792             | Invoice                       | 02/14/2024                 | ACCT#792105973- COVERALLS, MATS,TO  | 0.00                   | 68.01          |        |
| 402-400-000-53580-4900 |                               | Miscellaneous              |                                     | ACCT#792105973- COVER  | 68.01          |        |
| VEN02338               | BHC CONSULTANTS LLC           | 03/01/2024                 | Regular                             | 0.00                   | 11,655.99      | 110229 |
| Payable #              | Payable Type                  | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                               | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 19829                  | Invoice                       | 02/22/2024                 | WATER RESERVOIR STORAGE OPTIONS ST  | 0.00                   | 4,380.00       |        |
| 401-000-000-53480-4100 |                               | Professional Services/Adv  |                                     | WATER RESERVOIR STORA  | 4,380.00       |        |
| 19831                  | Invoice                       | 02/22/2024                 | WATER SYSTEM PLAN SUPPLEMENTAL LET  | 0.00                   | 6,588.75       |        |
| 401-000-000-53480-4100 |                               | Professional Services/Adv  |                                     | WATER SYSTEM PLAN SUP  | 6,588.75       |        |
| 19919                  | Invoice                       | 02/22/2024                 | ANGLESIDE PZ IMPROVEMENTS           | 0.00                   | 687.24         |        |
| 401-000-000-53480-4100 |                               | Professional Services/Adv  |                                     | ANGLESIDE PZ IMPROVEM  | 687.24         |        |
| 004275                 | BIRD ELECTRIC CORPORATION     | 03/01/2024                 | Regular                             | 0.00                   | 6,310.40       | 110230 |
| Payable #              | Payable Type                  | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                               | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 77168                  | Invoice                       | 02/26/2024                 | HISTORIC MUSEUM NEW CONDUIT/ALUM    | 0.00                   | 6,310.40       |        |
| 001-142-000-57530-4800 |                               | Repairs and Maintenance    |                                     | HISTORIC MUSEUM NEW C  | 6,310.40       |        |
| VEN01969               | BRENT SMOTHERMAN              | 03/01/2024                 | Regular                             | 0.00                   | 175.00         | 110231 |
| Payable #              | Payable Type                  | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                               | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| CDL PHYSICALREI        | Invoice                       | 02/26/2024                 | CDL PHYSICALREIMBFEB24              | 0.00                   | 175.00         |        |
| 101-000-000-54230-4900 |                               | Miscellaneous              |                                     | CDL PHYSICALREIMBFEB24 | 175.00         |        |
| 005015                 | BRIGHT KNIGHTS LLC            | 03/01/2024                 | Regular                             | 0.00                   | 3,069.01       | 110232 |

## Check Register

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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>1323</u>                   | Invoice                            | 02/19/2024                 | HEATER,FAN,LIGHT,GFCI OUTLET SHOP BL | 0.00                    | 3,069.01       |        |
| <u>401-000-000-53480-4801</u> |                                    | Repairs and Maintenance    |                                      | HEATER,FAN,LIGHT,GFCI O | 3,069.01       |        |
| 098000                        | BUILDERS FIRSTSOURCE               | 03/01/2024                 | Regular                              | 0.00                    | 66.31          | 110233 |
| Payable #                     | Payable Type                       | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number                |                                    | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| <u>87801042-0</u>             | Credit Memo                        | 01/25/2024                 | CUST#671668 FENCE BORD               | 0.00                    | -8.25          |        |
| <u>101-000-000-54230-3100</u> |                                    | Office and Operating       |                                      | CUST#671668 FENCE BOR   | -8.25          |        |
| <u>88647255</u>               | Invoice                            | 02/21/2024                 | ACCT#671668- BLT 2 WDGE ANCHOR LINE  | 0.00                    | 3.87           |        |
| <u>503-000-000-54865-3105</u> |                                    | Oper Supp-Parts-Shop Eq    |                                      | ACCT#671668- BLT 2 WDG  | 3.87           |        |
| <u>88654285</u>               | Invoice                            | 02/22/2024                 | ACCT#671668- GLOVES                  | 0.00                    | 32.62          |        |
| <u>001-140-000-55430-3100</u> |                                    | Office and Operating - Anl |                                      | ACCT#671668- GLOVES     | 32.62          |        |
| <u>88672432</u>               | Invoice                            | 02/27/2024                 | 671668- STORAGE SYSTEM 36"           | 0.00                    | 38.07          |        |
| <u>001-141-000-57680-3100</u> |                                    | Office and Operating       |                                      | 671668- STORAGE SYSTEM  | 38.07          |        |
| VEN01281                      | CITY OF SHELTON - UTILITY BILLS/PE | 03/01/2024                 | Regular                              | 0.00                    | 624.00         | 110234 |
| Payable #                     | Payable Type                       | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number                |                                    | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| <u>INV-00001042</u>           | Invoice                            | 02/14/2024                 | BUSL-0123 1700 FAIRMOUNT AVE         | 0.00                    | 624.00         |        |
| <u>402-400-000-53580-4100</u> |                                    | Professional Services/Adv  |                                      | BUSL-0123 1700 FAIRMOU  | 624.00         |        |
| VEN02453                      | CONTOUR ENGINEERING, LLC           | 03/01/2024                 | Regular                              | 0.00                    | 72.50          | 110235 |
| Payable #                     | Payable Type                       | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number                |                                    | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| <u>24-0239</u>                | Invoice                            | 02/15/2024                 | POST OFFICE PARK-SHELTON             | 0.00                    | 72.50          |        |
| <u>001-141-000-57680-4100</u> |                                    | Professional Services/Adv  |                                      | POST OFFICE PARK-SHELTO | 72.50          |        |
| 009251                        | DATAPROSE LLC                      | 03/01/2024                 | Regular                              | 0.00                    | 10,880.24      | 110236 |
| Payable #                     | Payable Type                       | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number                |                                    | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| <u>DP2303349</u>              | Invoice                            | 08/31/2023                 | ACCT#1397- AUG STMTS, REC BRO, WTR   | 0.00                    | 2,864.97       |        |
| <u>001-111-000-51421-4100</u> |                                    | Professional Services/Adv  |                                      | ACCT#1397- AUG STMTS,   | 475.53         |        |
| <u>001-111-000-51421-4200</u> |                                    | Communication              |                                      | ACCT#1397- AUG STMTS,   | 2,269.70       |        |
| <u>001-141-000-57120-4100</u> |                                    | Professional Services/Adv  |                                      | ACCT#1397- AUG STMTS,   | 59.87          |        |
| <u>401-000-000-53480-4100</u> |                                    | Professional Services/Adv  |                                      | ACCT#1397- AUG STMTS,   | 59.87          |        |
| <u>DP2303802</u>              | Invoice                            | 09/30/2023                 | ACCT#1397- SEPTEMBER 2023 STATEMEN   | 0.00                    | 2,703.76       |        |
| <u>001-111-000-51421-4100</u> |                                    | Professional Services/Adv  |                                      | ACCT#1397- SEPTEMBER 2  | 511.82         |        |
| <u>001-111-000-51421-4200</u> |                                    | Communication              |                                      | ACCT#1397- SEPTEMBER 2  | 2,191.94       |        |
| <u>DP2304259</u>              | Invoice                            | 10/31/2023                 | ACCT#1397- OCTOBER 2023 STATMENTS    | 0.00                    | 2,657.09       |        |
| <u>001-111-000-51421-4100</u> |                                    | Professional Services/Adv  |                                      | ACCT#1397- OCTOBER 202  | 484.64         |        |
| <u>001-111-000-51421-4200</u> |                                    | Communication              |                                      | ACCT#1397- OCTOBER 202  | 2,172.45       |        |
| <u>DP2304723</u>              | Invoice                            | 11/30/2023                 | ACCT#1397- NOVEMBER 2023 STATEMEN    | 0.00                    | 2,654.42       |        |
| <u>001-111-000-51421-4100</u> |                                    | Professional Services/Adv  |                                      | ACCT#1397- NOVEMBER 2   | 483.95         |        |
| <u>001-111-000-51421-4200</u> |                                    | Communication              |                                      | ACCT#1397- NOVEMBER 2   | 2,170.47       |        |
| 009351                        | DELAGÉ LANDEN FINANCIAL SVCS       | 03/01/2024                 | Regular                              | 0.00                    | 866.08         | 110237 |
| Payable #                     | Payable Type                       | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number                |                                    | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| <u>82051722</u>               | Invoice                            | 02/24/2024                 | CONTRACT# 500-50265514               | 0.00                    | 162.12         |        |
| <u>402-700-000-59135-7001</u> |                                    | Long Term Lease - Sewer    |                                      | CONTRACT# 500-5026551   | 162.12         |        |
| <u>82051731</u>               | Invoice                            | 02/24/2024                 | CONTRACT# 500-50499914               | 0.00                    | 162.12         |        |
| <u>401-250-000-59134-7001</u> |                                    | Long Term Lease - Water    |                                      | CONTRACT# 500-5049991   | 162.12         |        |
| <u>82058101</u>               | Invoice                            | 02/24/2024                 | CONTRACT# 500-50492834               | 0.00                    | 270.92         |        |
| <u>001-111-000-59114-7001</u> |                                    | Long Term Lease - Financ   |                                      | CONTRACT# 500-5049283   | 162.55         |        |
| <u>001-130-000-59117-7001</u> |                                    | Long Term Lease - Human    |                                      | CONTRACT# 500-5049283   | 108.37         |        |
| <u>82058104</u>               | Invoice                            | 02/24/2024                 | CONTRACT# 500-50499916               | 0.00                    | 270.92         |        |

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| Vendor Number                 | Vendor Name                    | Payment Date              | Payment Type                        | Discount Amount         | Payment Amount | Number |
|-------------------------------|--------------------------------|---------------------------|-------------------------------------|-------------------------|----------------|--------|
| <u>001-115-000-59148-7001</u> |                                | Long Term Lease - PW Ad   | CONTRACT# 500-5049991               |                         | 127.33         |        |
| <u>001-120-000-59113-7001</u> |                                | Long Term Lease - Executi | CONTRACT# 500-5049991               |                         | 13.55          |        |
| <u>001-140-000-59158-7001</u> |                                | Long Term Lease - Comm    | CONTRACT# 500-5049991               |                         | 130.04         |        |
| 009595                        | DEPT. OF LICENSING             | 03/01/2024                | Regular                             | 0.00                    | 39.00          | 110238 |
| Payable #                     | Payable Type                   | Payable Date              | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name              | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>SHP240011</u>              | Invoice                        | 02/28/2024                | SHP240011                           |                         | 21.00          |        |
| <u>657-000-000-58600-0007</u> |                                | Concealed Pistol Permits  |                                     | SHP240011               | 21.00          |        |
| <u>SHP240012</u>              | Invoice                        | 02/28/2024                | SHP240012                           |                         | 18.00          |        |
| <u>657-000-000-58600-0007</u> |                                | Concealed Pistol Permits  |                                     | SHP240012               | 18.00          |        |
| 014000                        | ECONOMIC DEV. COUNCIL          | 03/01/2024                | Regular                             | 0.00                    | 5,000.00       | 110239 |
| Payable #                     | Payable Type                   | Payable Date              | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name              | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>2023.60</u>                | Invoice                        | 02/14/2024                | 2024 EDC MAJOR INVESTOR DUES        | 0.00                    | 5,000.00       |        |
| <u>001-140-000-55870-4100</u> |                                | EDC-Professional Svcs/Ad  |                                     | 2024 EDC MAJOR INVESTO  | 5,000.00       |        |
| 159001                        | FERGUSON ENTERPRISES LLC #3325 | 03/01/2024                | Regular                             | 0.00                    | 197.47         | 110240 |
| Payable #                     | Payable Type                   | Payable Date              | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name              | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>0250954</u>                | Invoice                        | 02/13/2024                | CUST#1143- UNIV SERV KEY            | 0.00                    | 197.47         |        |
| <u>401-000-000-53480-3100</u> |                                | Office and Operating      |                                     | CUST#1143- UNIV SERV KE | 197.47         |        |
| 045150                        | HACH COMPANY                   | 03/01/2024                | Regular                             | 0.00                    | 7,058.47       | 110241 |
| Payable #                     | Payable Type                   | Payable Date              | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name              | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>13937542</u>               | Invoice                        | 02/27/2024                | ACCT#170152- DIGITAL SENSOR,MOUNT,P | 0.00                    | 7,058.47       |        |
| <u>402-400-000-53580-3500</u> |                                | Small Tools/Equipment     |                                     | ACCT#170152- DIGITAL SE | 7,058.47       |        |
| 053992                        | HOOD CANAL COMMUNICATIONS      | 03/01/2024                | Regular                             | 0.00                    | 5,359.98       | 110242 |
| Payable #                     | Payable Type                   | Payable Date              | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name              | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>10915299</u>               | Invoice                        | 03/01/2024                | ACCT#00003840-2 MARCH 2024          | 0.00                    | 1,091.68       |        |
| <u>001-119-000-52250-4200</u> |                                | Communication             |                                     | ACCT#00003840-2 MARCH   | 101.22         |        |
| <u>001-120-000-51310-4200</u> |                                | Communication             |                                     | ACCT#00003840-2 MARCH   | 0.12           |        |
| <u>001-130-000-51810-4200</u> |                                | Communication             |                                     | ACCT#00003840-2 MARCH   | 40.63          |        |
| <u>001-140-000-55430-4200</u> |                                | Communication - Animal    |                                     | ACCT#00003840-2 MARCH   | 32.16          |        |
| <u>001-142-000-51890-4215</u> |                                | Communication-Civic Cen   |                                     | ACCT#00003840-2 MARCH   | 816.09         |        |
| <u>401-000-000-53480-4201</u> |                                | Communication - Shop      |                                     | ACCT#00003840-2 MARCH   | 101.34         |        |
| <u>402-400-000-53580-4200</u> |                                | Communication             |                                     | ACCT#00003840-2 MARCH   | 0.12           |        |
| <u>10917777</u>               | Invoice                        | 03/01/2024                | ACCT#00017664-7 MARCH 2024          | 0.00                    | 4,268.30       |        |
| <u>001-112-000-51251-4200</u> |                                | Communication             |                                     | ACCT#00017664-7 MARCH   | 180.00         |        |
| <u>001-132-000-51888-4200</u> |                                | Communication             |                                     | ACCT#00017664-7 MARCH   | 252.80         |        |
| <u>001-132-000-51888-4801</u> |                                | Repairs and Maintenance   |                                     | ACCT#00017664-7 MARCH   | 405.50         |        |
| <u>401-000-000-53480-4201</u> |                                | Communication - Shop      |                                     | ACCT#00017664-7 MARCH   | 1,575.00       |        |
| <u>402-400-000-53580-4200</u> |                                | Communication             |                                     | ACCT#00017664-7 MARCH   | 1,855.00       |        |
| VEN02467                      | KAR-GOR, INC                   | 03/01/2024                | Regular                             | 0.00                    | 1,991.04       | 110243 |
| Payable #                     | Payable Type                   | Payable Date              | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name              | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>KIO22422</u>               | Invoice                        | 02/26/2024                | TRAFFIC SIGNAL CAMERAS              | 0.00                    | 1,991.04       |        |
| <u>101-000-000-54264-3500</u> |                                | Small Tools/Equipment     |                                     | TRAFFIC SIGNAL CAMERAS  | 1,991.04       |        |
| VEN01821                      | KITSAP GARAGE DOOR CO          | 03/01/2024                | Regular                             | 0.00                    | 1,175.00       | 110244 |
| Payable #                     | Payable Type                   | Payable Date              | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name              | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>120395</u>                 | Invoice                        | 02/24/2024                | JACKSHAFT OPENER/INSTALL CHAIN HOIS | 0.00                    | 1,175.00       |        |
| <u>401-000-000-53480-4801</u> |                                | Repairs and Maintenance   |                                     | JACKSHAFT OPENER/INSTA  | 1,175.00       |        |

## Check Register

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| Vendor Number                  | Vendor Name                   | Payment Date                         | Payment Type               | Discount Amount        | Payment Amount        | Number |
|--------------------------------|-------------------------------|--------------------------------------|----------------------------|------------------------|-----------------------|--------|
| 109200                         | MASON COUNTY HISTORICAL       | 03/01/2024                           | Regular                    | 0.00                   | 4,500.00              | 110245 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>QTR4/2023LTAC</u> Invoice   | 02/26/2024                    | QTR4/2023LTAC                        |                            | 0.00                   | 4,500.00              |        |
| <u>108-000-000-57390-4108</u>  | Prof Serv-Mason Co Hist S     |                                      | QTR4/2023LTAC              |                        | 4,500.00              |        |
| VEN02472                       | MICAIAH J MULLINS             | 03/01/2024                           | Regular                    | 0.00                   | 165.00                | 110246 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>FEB2024REIMB</u> Invoice    | 02/16/2024                    | FEB2024REIMB                         |                            | 0.00                   | 165.00                |        |
| <u>001-118-000-52140-4302</u>  | Travel-PD Operations          |                                      | FEB2024REIMB               |                        | 165.00                |        |
| VEN02531                       | MICHAEL FOX                   | 03/01/2024                           | Regular                    | 0.00                   | 2,047.94              | 110247 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>REFUND FEB24 O</u> Invoice  | 02/26/2024                    | REFUND FEB24 OVERPAYMENT             |                            | 0.00                   | 2,047.94              |        |
| <u>401-000-000-343400001</u>   | General Facility Charge -     |                                      | REFUND FEB24 OVERPAYM      |                        | 2,047.94              |        |
| 142952                         | NORTH CENTRAL LABORATORIES    | 03/01/2024                           | Regular                    | 0.00                   | 594.89                | 110248 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>499401</u> Invoice          | 02/08/2024                    | ACCT# 42215 MISC SUPPLIES            |                            | 0.00                   | 594.89                |        |
| <u>402-400-000-53580-3100</u>  | Office and Operating          |                                      | ACCT# 42215 MISC SUPPLI    |                        | 594.89                |        |
| VEN02312                       | ODP BUSINESS SOLUTIONS LLC    | 03/01/2024                           | Regular                    | 0.00                   | 77.59                 | 110249 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>349848875001</u> Invoice    | 02/08/2024                    | ACCT#28972108- PROF PRESENTER R800   |                            | 0.00                   | 47.80                 |        |
| <u>401-000-000-53480-3100</u>  | Office and Operating          |                                      | ACCT#28972108- PROF PR     |                        | 47.80                 |        |
| <u>352946290001</u> Invoice    | 02/13/2024                    | ACCT#28972108- REPORT COVERS         |                            | 0.00                   | 29.79                 |        |
| <u>402-400-000-53580-3100</u>  | Office and Operating          |                                      | ACCT#28972108- REPORT      |                        | 29.79                 |        |
| 903752                         | O'REILLY AUTO PARTS           | 03/01/2024                           | Regular                    | 0.00                   | 53.63                 | 110250 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>3718-113112</u> Invoice     | 02/24/2024                    | CUST#1371774- CAPSULE                |                            | 0.00                   | 53.63                 |        |
| <u>001-118-000-52122-3110</u>  | Office & Operating-Auto       |                                      | CUST#1371774- CAPSULE      |                        | 53.63                 |        |
| 159300                         | POLYDYNE, INC.                | 03/01/2024                           | Regular                    | 0.00                   | 12,711.87             | 110251 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>1809012</u> Invoice         | 02/13/2024                    | CUST#100860 CLARIFLOC                |                            | 0.00                   | 12,711.87             |        |
| <u>402-400-000-53580-3100</u>  | Office and Operating          |                                      | CUST#100860 CLARIFLOC      |                        | 12,711.87             |        |
| 172008                         | ROGNLIN'S, INC.               | 03/01/2024                           | Regular                    | 0.00                   | 240,187.60            | 110252 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>PAY ESTIMATE #1</u> Invoice | 02/27/2024                    | WELL 1 PIPELINE PRESSURIZATION PROJE |                            | 0.00                   | 240,187.60            |        |
| <u>411-000-000-59434-6300</u>  | Construction                  | 18-WELL1REHAB                        | WELL 1 PIPELINE PRESSURI   |                        | 240,187.60            |        |
| 008948                         | SEATTLE DAILY JOURNAL OF COMM | 03/01/2024                           | Regular                    | 0.00                   | 270.30                | 110253 |
| <b>Payable #</b>               | <b>Payable Type</b>           | <b>Payable Date</b>                  | <b>Payable Description</b> | <b>Discount Amount</b> | <b>Payable Amount</b> |        |
| <b>Account Number</b>          | <b>Account Name</b>           | <b>Project Account Key</b>           | <b>Item Description</b>    | <b>Dist Amount</b>     |                       |        |
| <u>3396803</u> Invoice         | 02/21/2024                    | ACCT#3028-SENIORENGINEERSVCSA20      |                            | 0.00                   | 270.30                |        |
| <u>001-115-000-51896-4100</u>  | Professional Services/Adv     |                                      | ACCT#3028-SENIORENGIN      |                        | 270.30                |        |
| VEN02199                       | TERMINIX PROCESSING CENTER    | 03/01/2024                           | Regular                    | 0.00                   | 1,319.72              | 110254 |

## Check Register

Packet: APPKT03038-MARCH 1, 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     |                |        |
| 443542825              | Invoice                    | 02/15/2024          | CUST#13638768 626 MAGNOLIA            | 0.00            | 68.54          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13638768 626 MAG                 |                 | 68.54          |        |
| 443543443              | Invoice                    | 02/15/2024          | CUST#13634000 311 S FRONT             | 0.00            | 69.63          |        |
| 402-400-000-53580-4100 | Professional Services/Adv  |                     | CUST#13634000 311 S FR                |                 | 69.63          |        |
| 443544573              | Invoice                    | 02/15/2024          | CUST#13632853 1701 FAIRMOUNT          | 0.00            | 233.92         |        |
| 402-400-000-53580-4100 | Professional Services/Adv  |                     | CUST#13632853 1701 FAIR               |                 | 233.92         |        |
| 443544959              | Invoice                    | 02/15/2024          | CUST#13634073 100 TURNER AVE          | 0.00            | 69.63          |        |
| 402-400-000-53580-4100 | Professional Services/Adv  |                     | CUST#13634073 100 TUR                 |                 | 69.63          |        |
| 443550716              | Invoice                    | 02/15/2024          | CUST#13634151 811 S 15TH              | 0.00            | 69.63          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13634151 811 S 15T               |                 | 69.63          |        |
| 443550987              | Invoice                    | 02/15/2024          | CUST#13634132 1437 W HARVARD          | 0.00            | 69.63          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13634132 1437 W H                |                 | 69.63          |        |
| 443551573              | Invoice                    | 02/15/2024          | CUST#13638789 553 BEAR                | 0.00            | 69.63          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13638789 553 BEAR                |                 | 69.63          |        |
| 443552030              | Invoice                    | 02/15/2024          | CUST#13638825 907 W BIRCH ST          | 0.00            | 68.54          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13638825 907 W BI                |                 | 68.54          |        |
| 443552486              | Invoice                    | 02/15/2024          | CUST#13638814 100 MUNCASTER DR        | 0.00            | 69.63          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13638814 100 MUN                 |                 | 69.63          |        |
| 443552845              | Invoice                    | 02/15/2024          | CUST#13634026 2401 N SHELTON SPRING   | 0.00            | 69.63          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13634026 2401 N S                |                 | 69.63          |        |
| 443552905              | Invoice                    | 02/15/2024          | CUST#13634265 2001 N 13TH ST          | 0.00            | 69.63          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13634265 2001 N 1                |                 | 69.63          |        |
| 443553304              | Invoice                    | 02/15/2024          | CUST#13634102 900 WALLACE KNEELAN     | 0.00            | 69.63          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13634102 900 WALL                |                 | 69.63          |        |
| 443554152              | Invoice                    | 02/15/2024          | CUST#13632896 10891 N HWY 101         | 0.00            | 147.97         |        |
| 402-640-000-53580-4100 | Professional Services/Adv  |                     | CUST#13632896 10891 N                 |                 | 147.97         |        |
| 443554621              | Invoice                    | 02/15/2024          | CUST#13638801 51 PUBLIC WORKS DR      | 0.00            | 69.63          |        |
| 401-000-000-53480-4100 | Professional Services/Adv  |                     | CUST#13638801 51 PUBLI                |                 | 69.63          |        |
| 443554892              | Invoice                    | 02/15/2024          | CUST#13633877 1000 W PINE             | 0.00            | 104.45         |        |
| 401-000-000-53480-4101 | Professional Services - Sh |                     | CUST#13633877 1000 W P                |                 | 104.45         |        |
| 201300                 | TOZIER BROS INC.           | 03/01/2024          | Regular                               | 0.00            | 211.40         | 110255 |
| Payable #              | Payable Type               | Payable Date        | Payable Description                   | Discount Amount | Payable Amount |        |
| Account Number         | Account Name               | Project Account Key | Item Description                      | Dist Amount     |                |        |
| 468176                 | Invoice                    | 02/05/2024          | CUST#20090- PIPE WRENCH, CHNL PLIER   | 0.00            | 55.60          |        |
| 404-000-000-53180-3100 | Office and Operating       |                     | CUST#20090- PIPE WRENC                |                 | 55.60          |        |
| 468321                 | Invoice                    | 02/15/2024          | CUST#20090- SNOW SHOVEL               | 0.00            | 31.31          |        |
| 402-400-000-53580-3100 | Office and Operating       |                     | CUST#20090- SNOW SHOVS                |                 | 31.31          |        |
| 468373                 | Invoice                    | 02/20/2024          | CUST#20090- ADPTER SCKT, SCRWDR SET   | 0.00            | 39.30          |        |
| 402-400-000-53580-3100 | Office and Operating       |                     | CUST#20090- ADPTER SCK                |                 | 39.30          |        |
| 468442                 | Invoice                    | 02/26/2024          | CUST#20090- LYSOL WIPES, MOLD CONTR   | 0.00            | 21.32          |        |
| 401-000-000-53480-3100 | Office and Operating       |                     | CUST#20090- LYSOL WIPES               |                 | 21.32          |        |
| 468456                 | Invoice                    | 02/27/2024          | CUST#20090- NUTS AND BOLT             | 0.00            | 5.35           |        |
| 402-400-000-53580-3100 | Office and Operating       |                     | CUST#20090- NUTS AND B                |                 | 5.35           |        |
| 468461                 | Invoice                    | 02/27/2024          | CUST#20090- DRILL BIT, RIVET STL PK25 | 0.00            | 8.62           |        |
| 402-400-000-53580-3100 | Office and Operating       |                     | CUST#20090- DRILL BIT, RI             |                 | 8.62           |        |
| 468473                 | Invoice                    | 02/27/2024          | CUST#20090- 10X12 SMART TARP          | 0.00            | 12.23          |        |
| 401-000-000-53480-3100 | Office and Operating       |                     | CUST#20090- 10X12 SMAR                |                 | 12.23          |        |
| 468474                 | Invoice                    | 02/28/2024          | CUST#20090- NUTS AND BOLTS            | 0.00            | 14.14          |        |
| 402-400-000-53580-3100 | Office and Operating       |                     | CUST#20090- NUTS AND B                |                 | 14.14          |        |
| 468476                 | Invoice                    | 02/28/2024          | CUST#20090- PROPANE TANK              | 0.00            | 23.53          |        |

## Check Register

Packet: APPKT03038-MARCH 1, 2024 AP PAYMENTS

| Vendor Number          | Vendor Name                    | Payment Date              | Payment Type                           | Discount Amount          | Payment Amount | Number |
|------------------------|--------------------------------|---------------------------|--|--------------------------|----------------|--------|
| 402-400-000-53580-3200 | Gas & Oil                      |                           | CUST#20090- PROPANE TA                 |                          | 23.53          |        |
| 201957                 | ULINE                          | 03/01/2024                | Regular                                | 0.00                     | 1,003.73       | 110256 |
| Payable #              | Payable Type                   | Payable Date              | Payable Description                    | Discount Amount          | Payable Amount |        |
| Account Number         |                                | Account Name              | Project Account Key                    | Item Description         | Dist Amount    |        |
| 174181471              | Invoice                        | 02/08/2024                | CUST#5672395- CARPET CHAIR MAT         | 0.00                     | 221.40         |        |
| 001-112-000-51251-3100 |                                | Office and Operating      |  | CUST#5672395- CARPET C   | 221.40         |        |
| 174203583              | Invoice                        | 02/08/2024                | CUST#5672395- AIR FRESH SPRAY          | 0.00                     | 153.46         |        |
| 001-142-000-51890-3115 |                                | Office and Operating-Civi |  | CUST#5672395- AIR FRESH  | 89.56          |        |
| 001-142-000-57250-3100 |                                | Office and Operating      |  | CUST#5672395- AIR FRESH  | 38.34          |        |
| 401-000-000-53480-3100 |                                | Office and Operating      |  | CUST#5672395- AIR FRESH  | 25.56          |        |
| 174845388              | Invoice                        | 02/26/2024                | CUST#18745978- GLOVES, TAGS, LOCKOUT   | 0.00                     | 628.87         |        |
| 402-400-000-53580-3100 |                                | Office and Operating      |  | CUST#18745978- GLOVES,   | 628.87         |        |
| 145325                 | VALVOLINE LLC                  | 03/01/2024                | Regular                                | 0.00                     | 98.92          | 110257 |
| Payable #              | Payable Type                   | Payable Date              | Payable Description                    | Discount Amount          | Payable Amount |        |
| Account Number         |                                | Account Name              | Project Account Key                    | Item Description         | Dist Amount    |        |
| 306162                 | Invoice                        | 02/13/2024                | MAINT/SERVICE #7561 19998D             | 0.00                     | 98.92          |        |
| 001-118-000-52122-4805 |                                | Repairs and Maintenance   |  | MAINT/SERVICE #7561 19   | 98.92          |        |
| 053987                 | WESTBAY NAPA AUTO PARTS        | 03/01/2024                | Regular                                | 0.00                     | 389.67         | 110258 |
| Payable #              | Payable Type                   | Payable Date              | Payable Description                    | Discount Amount          | Payable Amount |        |
| Account Number         |                                | Account Name              | Project Account Key                    | Item Description         | Dist Amount    |        |
| 071859                 | Invoice                        | 02/19/2024                | ACCT#4296- FHP POWERATED BELTS         | 0.00                     | 114.46         |        |
| 001-142-000-51890-3115 |                                | Office and Operating-Civi |  | ACCT#4296- FHP POWERA    | 114.46         |        |
| 072040                 | Invoice                        | 02/21/2024                | ACCT#4296- SPARK PLUG ZA3786           | 0.00                     | 23.33          |        |
| 503-000-000-54865-3102 |                                | Oper Supplies-Parts       |  | ACCT#4296- SPARK PLUG Z  | 23.33          |        |
| 072193                 | Invoice                        | 02/22/2024                | ACCT#4296- BATTERY, CORE DEPOSIT UNI   | 0.00                     | 155.99         |        |
| 001-118-000-52122-3110 |                                | Office & Operating-Auto   |  | ACCT#4296- BATTERY, COR  | 155.99         |        |
| 072201                 | Credit Memo                    | 02/22/2024                | ACCT#4296- CORE DEPOSIT UNIT 16        | 0.00                     | -19.58         |        |
| 001-118-000-52122-3110 |                                | Office & Operating-Auto   |  | ACCT#4296- CORE DEPOSI   | -19.58         |        |
| 072213                 | Invoice                        | 02/26/2024                | ACCT#4296- ANTI-SEIZE, RAGS, BRK PRT C | 0.00                     | 87.06          |        |
| 402-400-000-53580-3100 |                                | Office and Operating      |  | ACCT#4296- ANTI-SEIZE, R | 87.06          |        |
| 072232                 | Invoice                        | 02/22/2024                | ACCT#4296- PLUG TAP, METRIC TAP        | 0.00                     | 2.39           |        |
| 402-400-000-53580-3100 |                                | Office and Operating      |  | ACCT#4296- PLUG TAP, ME  | 2.39           |        |
| 072875                 | Invoice                        | 02/27/2024                | ACCT#4296- HI POWER IND V-BELT         | 0.00                     | 26.02          |        |
| 402-400-000-53580-3100 |                                | Office and Operating      |  | ACCT#4296- HI POWER IN   | 26.02          |        |
| 025951                 | WILLIAMS ARCHITECTURE          | 03/01/2024                | Regular                                | 0.00                     | 1,415.00       | 110259 |
| Payable #              | Payable Type                   | Payable Date              | Payable Description                    | Discount Amount          | Payable Amount |        |
| Account Number         |                                | Account Name              | Project Account Key                    | Item Description         | Dist Amount    |        |
| 2023003-07             | Invoice                        | 02/14/2024                | CIVIC CENTER EXT REPAIRS               | 0.00                     | 1,415.00       |        |
| 001-142-000-51890-4815 |                                | Repairs and Maintenance   | 23-CC EXTERIOR REHA                    | CIVIC CENTER EXT REPAIRS | 1,415.00       |        |
| VEN02139               | ZEPPELIN SHIPPING & TECHNOLOGY | 03/01/2024                | Regular                                | 0.00                     | 13.88          | 110260 |

| Vendor Number          | Vendor Name   | Payment Date        | Payment Type        | Discount Amount | Payment Amount | Number |
|------------------------|---------------|---------------------|---------------------|-----------------|----------------|--------|
| Payable #              | Payable Type  | Payable Date        | Payable Description | Discount Amount | Payable Amount |        |
| Account Number         | Account Name  | Project Account Key | Item Description    | Dist Amount     |                |        |
| PACKAGEID#1183 Invoice | 02/21/2024    | WSP CRIME LAB       |                     | 0.00            | 13.88          |        |
| 001-118-000-52122-4200 | Communication |                     | WSP CRIME LAB       |                 | 13.88          |        |

Bank Code APBNK-Main Summary

| Payment Type     | Payable Count | Payment Count | Discount | Payment    |
|------------------|---------------|---------------|----------|------------|
| Regular Checks   | 79            | 34            | 0.00     | 322,265.84 |
| 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            | 22            | 6             | 0.00     | 11,751.22  |
| Virtual Payments | 0             | 0             | 0.00     | 0.00       |
|                  | 101           | 40            | 0.00     | 334,017.06 |

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

Fund Summary

| Fund | Name        | Period | Amount     |
|------|-------------|--------|------------|
| 999  | Pooled Cash | 3/2024 | 334,017.06 |
|      |             |        | 334,017.06 |

## VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein vouchers number 110280 through number 110316 and EFT payment numbers 215 through 225 in the total amount of \$683,534.39 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 11th of March, 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: APPKT03046 - MARCH 11, 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 |                                 |              |              |                 |                |        |
| VEN01879                         | BRADLEY AIR COMPANY             | 03/11/2024   | EFT          | 0.00            | 2,286.06       | 215    |
| 008450                           | COMMUNITY ACTION COUNCIL        | 03/11/2024   | EFT          | 0.00            | 62.18          | 216    |
| 023078                           | FASTENAL COMPANY                | 03/11/2024   | EFT          | 0.00            | 1,549.47       | 217    |
| 045000                           | H.D. FOWLER COMPANY             | 03/11/2024   | EFT          | 0.00            | 556.90         | 218    |
| VEN02140                         | HAGGARD & GANSON LLP            | 03/11/2024   | EFT          | 0.00            | 3,712.50       | 219    |
| VEN02524                         | MATRIX IMAGING SOLUTIONS LLC    | 03/11/2024   | EFT          | 0.00            | 2,699.58       | 220    |
| 132235                           | MOUNTAIN MIST WATER             | 03/11/2024   | EFT          | 0.00            | 121.05         | 221    |
| 151000                           | P. U. D. # 3                    | 03/11/2024   | EFT          | 0.00            | 6,630.21       | 222    |
| 189670                           | THE SHOPPER                     | 03/11/2024   | EFT          | 0.00            | 1,063.50       | 223    |
| VEN01972                         | THOMAS A FURRER                 | 03/11/2024   | EFT          | 0.00            | 1,599.07       | 224    |
| 201520                           | TRAFFIC SAFETY SUPPLY CO.       | 03/11/2024   | EFT          | 0.00            | 61.07          | 225    |
| VEN02209                         | A & B MACHINE and HYDRAULICS IN | 03/11/2024   | Regular      | 0.00            | 2,752.64       | 110280 |
| 000050                           | AAA SEPTIC LLC                  | 03/11/2024   | Regular      | 0.00            | 200.00         | 110281 |
| 002982                           | APP                             | 03/11/2024   | Regular      | 0.00            | 2,396.45       | 110282 |
| 108679                           | CENTRAL MASON FIRE AND EMS      | 03/11/2024   | Regular      | 0.00            | 187,558.30     | 110283 |
| 006950                           | CERTIFIED LABORATORIES          | 03/11/2024   | Regular      | 0.00            | 852.48         | 110284 |
| VEN01244                         | COOPER STUDIOS                  | 03/11/2024   | Regular      | 0.00            | 489.60         | 110285 |
| 009351                           | DELAGE LANDEN FINANCIAL SVCS    | 03/11/2024   | Regular      | 0.00            | 162.12         | 110286 |
| 009573                           | DEPT OF ECOLOGY                 | 03/11/2024   | Regular      | 0.00            | 2,034.00       | 110287 |
| VEN02460                         | FIRST CITIZENS BANK & TRUST CO  | 03/11/2024   | Regular      | 0.00            | 146.89         | 110288 |
| VEN01299                         | GRAY & OSBORNE                  | 03/11/2024   | Regular      | 0.00            | 30,949.33      | 110289 |
| VEN02505                         | GUNDERSON LAW OFFICE, PLLC      | 03/11/2024   | Regular      | 0.00            | 10,000.00      | 110290 |
| 045150                           | HACH COMPANY                    | 03/11/2024   | Regular      | 0.00            | 3,731.84       | 110291 |
| VEN02509                         | HOUSE BROTHERS CONST INC        | 03/11/2024   | Regular      | 0.00            | 95.00          | 110292 |
| VEN02393                         | INTERNATIONAL INSTITUTE OF MUP  | 03/11/2024   | Regular      | 0.00            | 185.00         | 110293 |
| VEN01680                         | KIMBALL MIDWEST                 | 03/11/2024   | Regular      | 0.00            | 198.42         | 110294 |
| 087799                           | LEMAY MOBILE SHREDDING          | 03/11/2024   | Regular      | 0.00            | 31.68          | 110295 |
| 108850                           | MASON COUNTY GARBAGE CO.-A V    | 03/11/2024   | Regular      | 0.00            | 4,814.31       | 110296 |
| 113000                           | MASON COUNTY TREASURER          | 03/11/2024   | Regular      | 0.00            | 54.49          | 110297 |
| 114040                           | PETTYJOHN ENTERPRISES, LLC      | 03/11/2024   | Regular      | 0.00            | 200.00         | 110298 |
| VEN02532                         | PROFAST SUPPLY INC              | 03/11/2024   | Regular      | 0.00            | 367.34         | 110299 |
| VEN01180                         | REVIZE LLC                      | 03/11/2024   | Regular      | 0.00            | 2,900.00       | 110300 |
| 903584                           | RIGHT SYSTEMS                   | 03/11/2024   | Regular      | 0.00            | 3,366.47       | 110301 |
| 172008                           | ROGNLIN'S, INC.                 | 03/11/2024   | Regular      | 0.00            | 388,035.20     | 110302 |
| 178252                           | TASCHNER LAW, PLLC              | 03/11/2024   | Regular      | 0.00            | 12,940.00      | 110303 |
| VEN02199                         | TERMINIX PROCESSING CENTER      | 03/11/2024   | Regular      | 0.00            | 143.62         | 110304 |
| VEN02006                         | THOMAS FAMILY ENTERPRISES LLC   | 03/11/2024   | Regular      | 0.00            | 75.62          | 110305 |
| 201100                           | TITUS-WILL                      | 03/11/2024   | Regular      | 0.00            | 655.79         | 110306 |
| 201300                           | TOZIER BROS INC.                | 03/11/2024   | Regular      | 0.00            | 214.43         | 110307 |
| VEN02499                         | TRANSUNION RISK AND ALTERNATI   | 03/11/2024   | Regular      | 0.00            | 130.56         | 110308 |
| 201875                           | TYLER TECHNOLOGIES              | 03/11/2024   | Regular      | 0.00            | 160.00         | 110309 |
| 202637                           | VISION MUNICIPAL SOLUTIONS, LLC | 03/11/2024   | Regular      | 0.00            | 1,702.00       | 110310 |
| VEN01983                         | WA LAW ENFORCEMENT INFORMA      | 03/11/2024   | Regular      | 0.00            | 379.00         | 110311 |
| 203035                           | WASHINGTON ST. TREASURER        | 03/11/2024   | Regular      | 0.00            | 3,765.94       | 110312 |
| 203030                           | WASHINGTON STATE PATROL         | 03/11/2024   | Regular      | 0.00            | 155.75         | 110313 |
| 203780                           | WATER MGMNT LABORATORIES INC    | 03/11/2024   | Regular      | 0.00            | 913.22         | 110314 |
| 053987                           | WESTBAY NAPA AUTO PARTS         | 03/11/2024   | Regular      | 0.00            | 409.49         | 110315 |

Check Register

Packet: APPKT03046-MARCH 11, 2024 AP PAYMENTS

| Vendor Number | Vendor Name                    | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|--------------------------------|--------------|--------------|-----------------|----------------|--------|
| VEN02139      | ZEPPELIN SHIPPING & TECHNOLOGY | 03/11/2024   | Regular      | 0.00            | 25.82          | 110316 |

Bank Code APBNK-Main Summary

| Payment Type     | Payable Count | Payment Count | Discount | Payment    |
|------------------|---------------|---------------|----------|------------|
| Regular Checks   | 67            | 37            | 0.00     | 663,192.80 |
| 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            | 23            | 11            | 0.00     | 20,341.59  |
| Virtual Payments | 0             | 0             | 0.00     | 0.00       |
|                  | 90            | 48            | 0.00     | 683,534.39 |

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

Fund Summary

| Fund | Name        | Period | Amount     |
|------|-------------|--------|------------|
| 999  | Pooled Cash | 3/2024 | 683,534.39 |
|      |             |        | 683,534.39 |



Shelton, WA

## Check Register

Packet: APPKT03046 - MARCH 11, 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 |                              |                           |                                   |                        |                |        |
| VEN01879                         | BRADLEY AIR COMPANY          | 03/11/2024                | EFT                               | 0.00                   | 2,286.06       | 215    |
| Payable #                        | Payable Type                 | Payable Date              | Payable Description               | Discount Amount        | Payable Amount |        |
| Account Number                   |                              | Account Name              | Project Account Key               | Item Description       | Dist Amount    |        |
| <u>8001</u>                      | Invoice                      | 02/01/2024                | 710 W ALDER TROUBLE SHOOTING      | 0.00                   | 466.28         |        |
| <u>001-142-000-57250-4800</u>    |                              | Repairs and Maintenance   |                                   | 710 W ALDER TROUBLE SH | 466.28         |        |
| <u>8139</u>                      | Invoice                      | 03/05/2024                | 122 W FRANKLIN NEW MOTOR/CONTRO   | 0.00                   | 1,819.78       |        |
| <u>001-119-000-52250-4800</u>    |                              | Repairs and Maintenance   |                                   | 122 W FRANKLIN NEW M   | 1,819.78       |        |
| 008450                           | COMMUNITY ACTION COUNCIL     | 03/11/2024                | EFT                               | 0.00                   | 62.18          | 216    |
| 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                      | 03/01/2024                | FEBRUARY 2024 SOS                 | 0.00                   | 62.18          |        |
| <u>657-000-000-58600-0014</u>    |                              | SOS Contributions         |                                   | FEBRUARY 2024 SOS      | 62.18          |        |
| 023078                           | FASTENAL COMPANY             | 03/11/2024                | EFT                               | 0.00                   | 1,549.47       | 217    |
| Payable #                        | Payable Type                 | Payable Date              | Payable Description               | Discount Amount        | Payable Amount |        |
| Account Number                   |                              | Account Name              | Project Account Key               | Item Description       | Dist Amount    |        |
| <u>WATUM218348</u>               | Invoice                      | 10/19/2023                | CUST#WATUM1961- MISC SUPPLIES     | 0.00                   | 80.02          |        |
| <u>401-000-000-53480-3100</u>    |                              | Office and Operating      |                                   | CUST#WATUM1961- MISC   | 80.02          |        |
| <u>WATUM218563</u>               | Invoice                      | 10/26/2023                | CUST#WATUM1961- MISC SUPPLIE      | 0.00                   | 276.49         |        |
| <u>401-000-000-53480-3100</u>    |                              | Office and Operating      |                                   | CUST#WATUM1961- MISC   | 276.49         |        |
| <u>WATUM218945</u>               | Invoice                      | 11/09/2023                | CUST#WATUM1961- MISC SUPPLIES     | 0.00                   | 215.59         |        |
| <u>401-000-000-53480-3100</u>    |                              | Office and Operating      |                                   | CUST#WATUM1961- MISC   | 215.59         |        |
| <u>WATUM219206</u>               | Invoice                      | 11/21/2023                | CUST#WATUM1961- 5 LG SAFETY VESTS | 0.00                   | 177.45         |        |
| <u>401-000-000-53480-3100</u>    |                              | Office and Operating      |                                   | CUST#WATUM1961- 5 LG S | 177.45         |        |
| <u>WATUM219403</u>               | Invoice                      | 11/30/2023                | CUST#WATUM1961-MISC SUPPLIES      | 0.00                   | 241.12         |        |
| <u>401-000-000-53480-3100</u>    |                              | Office and Operating      |                                   | CUST#WATUM1961-MISC    | 241.12         |        |
| <u>WATUM219591</u>               | Invoice                      | 12/06/2023                | CUST#WATUM1961-MISC SUPPLIES      | 0.00                   | 385.49         |        |
| <u>401-000-000-53480-3100</u>    |                              | Office and Operating      |                                   | CUST#WATUM1961-MISC    | 385.49         |        |
| <u>WATUM219703</u>               | Invoice                      | 12/12/2023                | CUST#WATUM1961- 5 SAFETY VESTS    | 0.00                   | 173.31         |        |
| <u>401-000-000-53480-3100</u>    |                              | Office and Operating      |                                   | CUST#WATUM1961- 5 SAF  | 173.31         |        |
| 045000                           | H.D. FOWLER COMPANY          | 03/11/2024                | EFT                               | 0.00                   | 556.90         | 218    |
| Payable #                        | Payable Type                 | Payable Date              | Payable Description               | Discount Amount        | Payable Amount |        |
| Account Number                   |                              | Account Name              | Project Account Key               | Item Description       | Dist Amount    |        |
| <u>16632530</u>                  | Invoice                      | 02/28/2024                | ACCT# 194680 - PARTS              | 0.00                   | 556.90         |        |
| <u>402-640-000-53580-3100</u>    |                              | Office and Operating      |                                   | ACCT# 194680 - PARTS   | 556.90         |        |
| VEN02140                         | HAGGARD & GANSON LLP         | 03/11/2024                | EFT                               | 0.00                   | 3,712.50       | 219    |
| Payable #                        | Payable Type                 | Payable Date              | Payable Description               | Discount Amount        | Payable Amount |        |
| Account Number                   |                              | Account Name              | Project Account Key               | Item Description       | Dist Amount    |        |
| <u>488</u>                       | Invoice                      | 03/01/2024                | SHELT.001E GENERAL COUNSEL        | 0.00                   | 3,712.50       |        |
| <u>001-122-000-51541-4100</u>    |                              | Professional Services/Adv |                                   | SHELT.001E GENERAL COU | 3,712.50       |        |
| VEN02524                         | MATRIX IMAGING SOLUTIONS LLC | 03/11/2024                | EFT                               | 0.00                   | 2,699.58       | 220    |
| Payable #                        | Payable Type                 | Payable Date              | Payable Description               | Discount Amount        | Payable Amount |        |
| Account Number                   |                              | Account Name              | Project Account Key               | Item Description       | Dist Amount    |        |
| <u>DP2400707</u>                 | Invoice                      | 02/29/2024                | ACCT# 1397 FEBRUARY STMTS         | 0.00                   | 2,699.58       |        |
| <u>001-111-000-51421-4100</u>    |                              | Professional Services/Adv |                                   | ACCT# 1397 FEBRUARY ST | 484.81         |        |
| <u>001-111-000-51421-4200</u>    |                              | Communication             |                                   | ACCT# 1397 FEBRUARY ST | 2,214.77       |        |

## Check Register

Packet: APPKT03046-MARCH 11, 2024 AP PAYMENTS

| Vendor Number          | Vendor Name                     | Payment Date               | Payment Type                         | Discount Amount         | Payment Amount | Number |
|------------------------|---------------------------------|----------------------------|--------------------------------------|-------------------------|----------------|--------|
| 132235                 | MOUNTAIN MIST WATER             | 03/11/2024                 | EFT                                  | 0.00                    | 121.05         | 221    |
| Payable #              | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number         |                                 | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| 005843746              | Invoice                         | 02/13/2024                 | ACCT# 050147 WWTP                    |                         | 15.65          |        |
| 402-400-000-53580-3100 |                                 | Office and Operating       |                                      | ACCT# 050147 WWTP       | 6.95           |        |
| 402-400-000-53580-4500 |                                 | Operating Rentals          |                                      | ACCT# 050147 WWTP       | 8.70           |        |
| 00586188               | Invoice                         | 02/23/2024                 | ACCT# 088436 MUNI COURT              |                         | 13.75          |        |
| 001-112-000-51251-3100 |                                 | Office and Operating       |                                      | ACCT# 088436 MUNI COU   | 13.75          |        |
| 005861883              | Invoice                         | 02/23/2024                 | ACCT# 050147 WWTP                    |                         | 91.65          |        |
| 402-400-000-53580-3100 |                                 | Office and Operating       |                                      | ACCT# 050147 WWTP       | 91.65          |        |
| 151000                 | P. U. D. # 3                    | 03/11/2024                 | EFT                                  | 0.00                    | 6,630.21       | 222    |
| Payable #              | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number         |                                 | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| 101002MAR24            | Invoice                         | 02/21/2024                 | 101002MAR24                          |                         | 106.98         |        |
| 101-000-000-54264-4700 |                                 | Utility Services           |                                      | 101002MAR24             | 106.98         |        |
| 101149001MAR2          | Invoice                         | 02/21/2024                 | 101149001MAR24                       |                         | 122.63         |        |
| 401-000-000-53480-4700 |                                 | Utility Services-Water     |                                      | 101149001MAR24          | 122.63         |        |
| 109441001MAR2          | Invoice                         | 02/27/2024                 | 109441001MAR24                       |                         | 84.40          |        |
| 101-000-000-54264-4700 |                                 | Utility Services           |                                      | 109441001MAR24          | 84.40          |        |
| 252689001MAR2          | Invoice                         | 02/21/2024                 | 252689001MAR24                       |                         | 6,316.20       |        |
| 402-640-000-53580-4700 |                                 | Utility Services-Sewer Sat |                                      | 252689001MAR24          | 6,316.20       |        |
| 189670                 | THE SHOPPER                     | 03/11/2024                 | EFT                                  | 0.00                    | 1,063.50       | 223    |
| Payable #              | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number         |                                 | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| 59750                  | Invoice                         | 01/10/2024                 | SPRING PROGRAM BROCHURES 2024        |                         | 1,063.50       |        |
| 001-141-000-57120-4100 |                                 | Professional Services/Adv  |                                      | SPRING PROGRAM BROCH    | 1,063.50       |        |
| VEN01972               | THOMAS A FURRER                 | 03/11/2024                 | EFT                                  | 0.00                    | 1,599.07       | 224    |
| Payable #              | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number         |                                 | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| MARCH/2024             | Invoice                         | 03/01/2024                 | MARCH 2024 SECURITY SERVICES         |                         | 1,599.07       |        |
| 001-112-000-51251-4109 |                                 | Other Professional Servic  |                                      | MARCH 2024 SECURITY SE  | 1,599.07       |        |
| 201520                 | TRAFFIC SAFETY SUPPLY CO.       | 03/11/2024                 | EFT                                  | 0.00                    | 61.07          | 225    |
| Payable #              | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number         |                                 | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| INV066844              | Invoice                         | 01/29/2024                 | CUST# C000981 CHIEF PARKING ONLY SIG |                         | 61.07          |        |
| 001-119-000-52250-3100 |                                 | Office and Operating       |                                      | CUST# C000981 CHIEF PAR | 61.07          |        |
| VEN02209               | A & B MACHINE and HYDRAULICS IN | 03/11/2024                 | Regular                              | 0.00                    | 2,752.64       | 110280 |
| Payable #              | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number         |                                 | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| 47056                  | Invoice                         | 03/04/2024                 | NITROGEN CHARGING KIT                |                         | 444.94         |        |
| 503-000-000-54865-3100 |                                 | Office and Operating       |                                      | NITROGEN CHARGING KIT   | 444.94         |        |
| 47057                  | Invoice                         | 03/04/2024                 | HYDR. MOUNTED BRAKER, RESEAL, ASSEM  |                         | 2,307.70       |        |
| 503-000-000-54865-4802 |                                 | Repairs and Maintenance    |                                      | HYDR. MOUNTED BRAKER,   | 2,307.70       |        |
| 000050                 | AAA SEPTIC LLC                  | 03/11/2024                 | Regular                              | 0.00                    | 200.00         | 110281 |
| Payable #              | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount         | Payable Amount |        |
| Account Number         |                                 | Account Name               | Project Account Key                  | Item Description        | Dist Amount    |        |
| 125039                 | Invoice                         | 02/01/2024                 | CUST# C2936 SHELTON SPRINGS COURSE   |                         | 100.00         |        |
| 001-141-000-57680-4500 |                                 | Operating Rentals          |                                      | CUST# C2936 SHELTON SP  | 100.00         |        |
| 125610                 | Invoice                         | 03/01/2024                 | CUST# C2936 SHELTON SPRINGS COURSE   |                         | 100.00         |        |
| 001-141-000-57680-4500 |                                 | Operating Rentals          |                                      | CUST# C2936 SHELTON SP  | 100.00         |        |
| 002982                 | APP                             | 03/11/2024                 | Regular                              | 0.00                    | 2,396.45       | 110282 |

## Check Register

Packet: APPKT03046-MARCH 11, 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    |        |
| 24-038373              | Invoice                        | 02/28/2024                 | ACCT#AP7500158 - FUEL               | 0.00                   | 2,396.45       |        |
| 503-250-000-58900-0001 |                                | Inventory-Gas              |                                     | ACCT#AP7500158 - FUEL  | 2,396.45       |        |
| 108679                 | CENTRAL MASON FIRE AND EMS     | 03/11/2024                 | Regular                             | 0.00                   | 187,558.30     | 110283 |
| Payable #              | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                                | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| MARCH/2024             | Invoice                        | 03/01/2024                 | MARCH 2024 SERVICES                 | 0.00                   | 187,558.30     |        |
| 001-119-000-52220-4103 |                                | Prof FF Services-Fire Dist |                                     | MARCH 2024 SERVICES    | 135,241.84     |        |
| 001-119-000-52221-4103 |                                | Prof EMS Services-Fire Di  |                                     | MARCH 2024 SERVICES    | 45,080.61      |        |
| 001-119-000-52260-4100 |                                | Professional Serv - CMFE   |                                     | MARCH 2024 SERVICES    | 4,777.52       |        |
| 001-119-000-52260-4100 |                                | Professional Serv - CMFE   |                                     | MARCH 2024 SERVICES    | 2,458.33       |        |
| 006950                 | CERTIFIED LABORATORIES         | 03/11/2024                 | Regular                             | 0.00                   | 852.48         | 110284 |
| Payable #              | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                                | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 8580938                | Invoice                        | 02/16/2024                 | CUST#364565- AEROSOL, BIODIESEL-MAT | 0.00                   | 852.48         |        |
| 503-000-000-54865-3100 |                                | Office and Operating       |                                     | CUST#364565- AEROSOL,  | 852.48         |        |
| VEN01244               | COOPER STUDIOS                 | 03/11/2024                 | Regular                             | 0.00                   | 489.60         | 110285 |
| Payable #              | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                                | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 997                    | Invoice                        | 02/22/2024                 | OFFICER NATHANAEL HOUSTON HEADSH    | 0.00                   | 163.20         |        |
| 001-118-000-52122-4100 |                                | Patrol-Professional Servic |                                     | OFFICER NATHANAEL HOU  | 163.20         |        |
| 998                    | Invoice                        | 02/22/2024                 | GEORGE BLUSH/MELISSA STEARNS HEADS  | 0.00                   | 326.40         |        |
| 001-110-000-51160-4100 |                                | Professional Services/Adv  |                                     | GEORGE BLUSH/MELISSA S | 326.40         |        |
| 009351                 | DELAGE LANDEN FINANCIAL SVCS   | 03/11/2024                 | Regular                             | 0.00                   | 162.12         | 110286 |
| Payable #              | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                                | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 82059473               | Invoice                        | 02/24/2024                 | CONTRACT# 500-50493254              | 0.00                   | 162.12         |        |
| 401-250-000-59134-7001 |                                | Long Term Lease - Water    |                                     | CONTRACT# 500-5049325  | 162.12         |        |
| 009573                 | DEPT OF ECOLOGY                | 03/11/2024                 | Regular                             | 0.00                   | 2,034.00       | 110287 |
| Payable #              | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                                | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 24-WAR308477B-         | Invoice                        | 02/23/2024                 | SHELTON MUNICIPAL STORMWATER PHAS   | 0.00                   | 2,034.00       |        |
| 404-000-000-53180-4100 |                                | Prof Serv-Stormwater Im    |                                     | SHELTON MUNICIPAL STOR | 2,034.00       |        |
| VEN02460               | FIRST CITIZENS BANK & TRUST CO | 03/11/2024                 | Regular                             | 0.00                   | 146.89         | 110288 |
| Payable #              | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                                | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 44290692               | Invoice                        | 03/02/2024                 | CUST#2000176406 JAMES DOCTER COPIE  | 0.00                   | 146.89         |        |
| 001-112-000-59112-7001 |                                | Long Term Lease - Muni C   | 23-ITC                              | CUST#2000176406 JAMES  | 146.89         |        |
| VEN01299               | GRAY & OSBORNE                 | 03/11/2024                 | Regular                             | 0.00                   | 30,949.33      | 110289 |
| Payable #              | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                                | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 32MAR24                | Invoice                        | 02/26/2024                 | WWTP RECLAIM TANK DESIGN SVC        | 0.00                   | 15,322.38      |        |
| 412-000-000-59435-4101 |                                | Sewer-Capital Exp-Pro Svc  | 18-RECLMTANK                        | WWTP RECLAIM TANK DES  | 15,322.38      |        |
| 37FEB24                | Invoice                        | 02/26/2024                 | WELL 1 REHAB DESIGN SVC             | 0.00                   | 15,626.95      |        |
| 411-000-000-59434-4101 |                                | Water Capital Exp-Prof Sv  | 18-WELL1REHAB                       | WELL 1 REHAB DESIGN SV | 15,626.95      |        |
| VEN02505               | GUNDERSON LAW OFFICE, PLLC     | 03/11/2024                 | Regular                             | 0.00                   | 10,000.00      | 110290 |
| Payable #              | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount        | Payable Amount |        |
| Account Number         |                                | Account Name               | Project Account Key                 | Item Description       | Dist Amount    |        |
| 1352                   | Invoice                        | 03/01/2024                 | PROSECUTION SERVICES FEBRUARY 2024  | 0.00                   | 10,000.00      |        |
| 001-122-000-51545-4101 |                                | Prof Serv - Prosecutor     |                                     | PROSECUTION SERVICES F | 10,000.00      |        |

## Check Register

Packet: APPKT03046-MARCH 11, 2024 AP PAYMENTS

| Vendor Number                 | Vendor Name                    | Payment Date               | Payment Type                        | Discount Amount         | Payment Amount | Number |
|-------------------------------|--------------------------------|----------------------------|-------------------------------------|-------------------------|----------------|--------|
| 045150                        | HACH COMPANY                   | 03/11/2024                 | Regular                             | 0.00                    | 3,731.84       | 110291 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>13943386</u>               | Invoice                        | 03/01/2024                 | ACCT# 170152 - SC4500 CONTROLLER    | 0.00                    | 3,731.84       |        |
| <u>402-400-000-53580-3500</u> |                                | Small Tools/Equipment      |                                     | ACCT# 170152 - SC4500 C | 3,731.84       |        |
| VEN02509                      | HOUSE BROTHERS CONST INC       | 03/11/2024                 | Regular                             | 0.00                    | 95.00          | 110292 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>238746</u>                 | Invoice                        | 02/19/2024                 | 425 W COTA PORTA RENTAL             | 0.00                    | 95.00          |        |
| <u>001-142-000-51890-4515</u> |                                | Operating Rentals-Civic Ct |                                     | 425 W COTA PORTA RENTA  | 95.00          |        |
| VEN02393                      | INTERNATIONAL INSTITUTE OF MUN | 03/11/2024                 | Regular                             | 0.00                    | 185.00         | 110293 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>ID#38921 ANNUA</u>         | Invoice                        | 01/10/2024                 | ID#38921 ANNUAL MEMBERSHIP FEES     | 0.00                    | 185.00         |        |
| <u>001-121-000-51430-4900</u> |                                | Miscellaneous              |                                     | ID#38921 ANNUAL MEMB    | 185.00         |        |
| VEN01680                      | KIMBALL MIDWEST                | 03/11/2024                 | Regular                             | 0.00                    | 198.42         | 110294 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>101623500</u>              | Invoice                        | 11/08/2023                 | ACCT#306204- GRAY PRIMER            | 0.00                    | 198.42         |        |
| <u>503-000-000-54865-3100</u> |                                | Office and Operating       |                                     | ACCT#306204- GRAY PRIM  | 198.42         |        |
| 087799                        | LEMAY MOBILE SHREDDING         | 03/11/2024                 | Regular                             | 0.00                    | 31.68          | 110295 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>48319195185</u>            | Invoice                        | 03/01/2024                 | ACCT#2185-952778-1166               | 0.00                    | 31.68          |        |
| <u>001-112-000-51251-4109</u> |                                | Other Professional Servc   |                                     | ACCT#2185-952778-1166   | 31.68          |        |
| 108850                        | MASON COUNTY GARBAGE CO.-A W   | 03/11/2024                 | Regular                             | 0.00                    | 4,814.31       | 110296 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                 | Discount Amount         | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                 | Item Description        | Dist Amount    |        |
| <u>79962005149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-30135 CIVIC CENTER       | 0.00                    | 309.97         |        |
| <u>001-142-000-51890-4715</u> |                                | Utility Services-Civic Ctr |                                     | ACCT# 2149-30135 CIVIC  | 309.97         |        |
| <u>79962765149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-30714 710 W ALDER        | 0.00                    | 128.38         |        |
| <u>001-142-000-57250-4700</u> |                                | Utility Services-Library   |                                     | 2149-30714 710 W ALDER  | 128.38         |        |
| <u>79963695149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-56141 525 W COTA ST      | 0.00                    | 39.90          |        |
| <u>001-142-000-51890-4715</u> |                                | Utility Services-Civic Ctr |                                     | ACCT# 2149-56141 525 W  | 39.90          |        |
| <u>79972435149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-204368 100 TURNER A      | 0.00                    | 36.91          |        |
| <u>402-400-000-53580-4700</u> |                                | Utility Services-Sewer Ma  |                                     | 2149-204368 100 TURNER  | 36.91          |        |
| <u>79972615149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-204402 101 N 10891 US HW | 0.00                    | 171.12         |        |
| <u>402-640-000-53580-4700</u> |                                | Utility Services-Sewer Sat |                                     | ACCT# 2149-204402 101 N | 171.12         |        |
| <u>79974475149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-204783 122 W FRANKLIN    | 0.00                    | 221.51         |        |
| <u>001-119-000-52250-4700</u> |                                | Utility Services           |                                     | ACCT# 2149-204783 122   | 221.51         |        |
| <u>79977525149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-205337 1700 FAIRMOUNT    | 0.00                    | 1,012.88       |        |
| <u>402-400-000-53580-4700</u> |                                | Utility Services-Sewer Ma  |                                     | ACCT# 2149-205337 1700  | 1,012.88       |        |
| <u>79979005149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-205584 200 N FRONT ST    | 0.00                    | 36.92          |        |
| <u>402-400-000-53580-4700</u> |                                | Utility Services-Sewer Ma  |                                     | ACCT# 2149-205584 200 N | 36.92          |        |
| <u>79984455149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-206560 427 W RAILROAD    | 0.00                    | 55.38          |        |
| <u>001-142-000-57530-4700</u> |                                | Utility Services-Museum    |                                     | ACCT# 2149-206560 427   | 55.38          |        |
| <u>79985645149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-206771 525 W COTA        | 0.00                    | 684.49         |        |
| <u>001-142-000-51890-4715</u> |                                | Utility Services-Civic Ctr |                                     | 2149-206771 525 W COTA  | 684.49         |        |
| <u>79987795149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-207155 710 W ALDER       | 0.00                    | 342.24         |        |
| <u>001-142-000-57250-4700</u> |                                | Utility Services-Library   |                                     | ACCT# 2149-207155 710   | 342.24         |        |
| <u>79988965149</u>            | Invoice                        | 03/01/2024                 | ACCT# 2149-207351 902 W PINE        | 0.00                    | 55.38          |        |
| <u>001-140-000-55430-4700</u> |                                | Utility Services-Animal Sh |                                     | ACCT# 2149-207351 902   | 55.38          |        |

## Check Register

Packet: APPKT03046-MARCH 11, 2024 AP PAYMENTS

| Vendor Number          | Vendor Name                | Payment Date        | Payment Type                       | Discount Amount | Payment Amount | Number |
|------------------------|----------------------------|---------------------|------------------------------------|-----------------|----------------|--------|
| 79989635149            | Invoice                    | 03/01/2024          | ACCT# 2149-207565                  | 0.00            | 1,576.17       |        |
| 001-141-000-57680-4700 | Utility Services-Park      |                     | ACCT# 2149-207565                  |                 | 472.85         |        |
| 101-000-000-54230-4700 | Road & Street Maint - Util |                     | ACCT# 2149-207565                  |                 | 220.66         |        |
| 401-000-000-53480-4700 | Utility Services-Water     |                     | ACCT# 2149-207565                  |                 | 220.66         |        |
| 402-300-000-53580-4700 | Utility Services-Sewer Ma  |                     | ACCT# 2149-207565                  |                 | 220.66         |        |
| 404-000-000-53180-4700 | Utility Services           |                     | ACCT# 2149-207565                  |                 | 220.66         |        |
| 503-000-000-54865-4700 | Equip Maint & Rental - U   |                     | ACCT# 2149-207565                  |                 | 220.68         |        |
| 79989645149            | Invoice                    | 03/01/2024          | ACCT# 2149-207568                  | 0.00            | 90.54          |        |
| 001-141-000-57680-4700 | Utility Services-Park      |                     | ACCT# 2149-207568                  |                 | 15.09          |        |
| 101-000-000-54230-4700 | Road & Street Maint - Util |                     | ACCT# 2149-207568                  |                 | 15.09          |        |
| 401-000-000-53480-4700 | Utility Services-Water     |                     | ACCT# 2149-207568                  |                 | 15.09          |        |
| 402-300-000-53580-4700 | Utility Services-Sewer Ma  |                     | ACCT# 2149-207568                  |                 | 15.09          |        |
| 404-000-000-53180-4700 | Utility Services           |                     | ACCT# 2149-207568                  |                 | 15.09          |        |
| 503-000-000-54865-4700 | Equip Maint & Rental - U   |                     | ACCT# 2149-207568                  |                 | 15.09          |        |
| 79990315149            | Invoice                    | 03/01/2024          | ACCT# 2149-209143 1700 FAIRMOUNT   | 0.00            | 52.52          |        |
| 402-400-000-53580-4700 | Utility Services-Sewer Ma  |                     | ACCT# 2149-209143 1700             |                 | 52.52          |        |
| 113000                 | MASON COUNTY TREASURER     | 03/11/2024          | Regular                            | 0.00            | 54.49          | 110297 |
| Payable #              | Payable Type               | Payable Date        | Payable Description                | Discount Amount | Payable Amount |        |
| Account Number         | Account Name               | Project Account Key | Item Description                   | Dist Amount     |                |        |
| FEB/2024               | Invoice                    | 03/05/2024          | FEB 2024 CVC FINES                 | 0.00            | 54.49          |        |
| 657-000-000-58600-0005 | CVC Fines & Forfeits       |                     | FEB 2024 CVC FINES                 |                 | 54.49          |        |
| 114040                 | PETTYJOHN ENTERPRISES, LLC | 03/11/2024          | Regular                            | 0.00            | 200.00         | 110298 |
| Payable #              | Payable Type               | Payable Date        | Payable Description                | Discount Amount | Payable Amount |        |
| Account Number         | Account Name               | Project Account Key | Item Description                   | Dist Amount     |                |        |
| 3458                   | Invoice                    | 02/01/2024          | LEAVES                             | 0.00            | 200.00         |        |
| 001-141-000-57680-3100 | Office and Operating       |                     | LEAVES                             |                 | 200.00         |        |
| VEN02532               | PROFAST SUPPLY INC         | 03/11/2024          | Regular                            | 0.00            | 367.34         | 110299 |
| Payable #              | Payable Type               | Payable Date        | Payable Description                | Discount Amount | Payable Amount |        |
| Account Number         | Account Name               | Project Account Key | Item Description                   | Dist Amount     |                |        |
| 53934                  | Invoice                    | 02/25/2024          | RED OXIDE PRIMER SPRAYPAINT        | 0.00            | 69.13          |        |
| 503-000-000-54865-3100 | Office and Operating       |                     | RED OXIDE PRIMER SPRAY             |                 | 69.13          |        |
| 54115                  | Invoice                    | 02/29/2024          | MISC SUPPLIES                      | 0.00            | 298.21         |        |
| 503-000-000-54865-3100 | Office and Operating       |                     | MISC SUPPLIES                      |                 | 298.21         |        |
| VEN01180               | REVIZE LLC                 | 03/11/2024          | Regular                            | 0.00            | 2,900.00       | 110300 |
| Payable #              | Payable Type               | Payable Date        | Payable Description                | Discount Amount | Payable Amount |        |
| Account Number         | Account Name               | Project Account Key | Item Description                   | Dist Amount     |                |        |
| 17810                  | Invoice                    | 02/19/2024          | ANNUAL HOSTING, SUPPORT, MAINT 202 | 0.00            | 2,900.00       |        |
| 001-132-000-51888-4802 | Repairs and Maintenance    |                     | ANNUAL HOSTING, SUPPO              |                 | 2,900.00       |        |
| 903584                 | RIGHT SYSTEMS              | 03/11/2024          | Regular                            | 0.00            | 3,366.47       | 110301 |
| Payable #              | Payable Type               | Payable Date        | Payable Description                | Discount Amount | Payable Amount |        |
| Account Number         | Account Name               | Project Account Key | Item Description                   | Dist Amount     |                |        |
| SI-185596              | Invoice                    | 02/29/2024          | CUST# COS006 MONTHLY MICROSOFT     | 0.00            | 3,366.47       |        |
| 001-132-000-51888-4100 | Data Processing-Prof Svcs  |                     | CUST# COS006 MONTHLY               |                 | 3,366.47       |        |
| 172008                 | ROGNLIN'S, INC.            | 03/11/2024          | Regular                            | 0.00            | 388,035.20     | 110302 |
| Payable #              | Payable Type               | Payable Date        | Payable Description                | Discount Amount | Payable Amount |        |
| Account Number         | Account Name               | Project Account Key | Item Description                   | Dist Amount     |                |        |
| PAYESTIMATE#2          | Invoice                    | 03/04/2024          | WELL 1 PIPELINE PZ PROJECT         | 0.00            | 388,035.20     |        |
| 411-000-000-59434-6300 | Construction               |                     | 18-WELL1REHAB                      |                 | 388,035.20     |        |
| 178252                 | TASCHNER LAW, PLLC         | 03/11/2024          | Regular                            | 0.00            | 12,940.00      | 110303 |

## Check Register

Packet: APK03046-MARCH 11, 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>MARCH/2024</u>             | Invoice                         | 03/01/2024                 | MARCH 2024 SERVICE                   | 0.00                      | 12,940.00      |        |
| <u>001-122-000-51593-4100</u> |                                 | Public Defense/Adult Mis   |                                      | MARCH 2024 SERVICE        | 12,940.00      |        |
| VEN02199                      | TERMINIX PROCESSING CENTER      | 03/11/2024                 | Regular                              | 0.00                      | 143.62         | 110304 |
| Payable #                     | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount           | Payable Amount |        |
| Account Number                |                                 | Account Name               | Project Account Key                  | Item Description          | Dist Amount    |        |
| <u>442715701</u>              | Invoice                         | 01/24/2024                 | CUST# 13959313 427 W RAILROAD AVE    | 0.00                      | 143.62         |        |
| <u>001-142-000-57530-4100</u> |                                 | Professional Services/Adv  |                                      | CUST# 13959313 427 W R    | 143.62         |        |
| VEN02006                      | THOMAS FAMILY ENTERPRISES LLC   | 03/11/2024                 | Regular                              | 0.00                      | 75.62          | 110305 |
| Payable #                     | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount           | Payable Amount |        |
| Account Number                |                                 | Account Name               | Project Account Key                  | Item Description          | Dist Amount    |        |
| <u>03042442249</u>            | Invoice                         | 03/04/2024                 | 9IN LONG PLIERS                      | 0.00                      | 75.62          |        |
| <u>503-000-000-54865-3100</u> |                                 | Office and Operating       |                                      | 9IN LONG PLIERS           | 75.62          |        |
| 201100                        | TITUS-WILL                      | 03/11/2024                 | Regular                              | 0.00                      | 655.79         | 110306 |
| Payable #                     | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount           | Payable Amount |        |
| Account Number                |                                 | Account Name               | Project Account Key                  | Item Description          | Dist Amount    |        |
| <u>2689136</u>                | Invoice                         | 02/26/2024                 | VIN#5172 ENGINE MOUNT                | 0.00                      | 145.51         |        |
| <u>001-118-000-52122-3110</u> |                                 | Office & Operating-Auto    |                                      | VIN#5172 ENGINE MOUNT     | 145.51         |        |
| <u>2689685</u>                | Invoice                         | 02/29/2024                 | VIN#5172 ENGINE MOUNT                | 0.00                      | 145.51         |        |
| <u>001-118-000-52122-3110</u> |                                 | Office & Operating-Auto    |                                      | VIN#5172 ENGINE MOUNT     | 145.51         |        |
| <u>3509435</u>                | Invoice                         | 02/28/2024                 | VIN#2674 REPLACED LEFT REAR WHEEL S  | 0.00                      | 364.77         |        |
| <u>001-118-000-52122-4805</u> |                                 | Repairs and Maintenance    |                                      | VIN#2674 REPLACED LEFT    | 364.77         |        |
| 201300                        | TOZIER BROS INC.                | 03/11/2024                 | Regular                              | 0.00                      | 214.43         | 110307 |
| Payable #                     | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount           | Payable Amount |        |
| Account Number                |                                 | Account Name               | Project Account Key                  | Item Description          | Dist Amount    |        |
| <u>468155</u>                 | Invoice                         | 02/05/2024                 | CUST#20090 - DURA BATTERY ALKLN AA   | 0.00                      | 12.39          |        |
| <u>001-142-000-51890-3115</u> |                                 | Office and Operating-Civi  |                                      | CUST#20090 - DURA BATT    | 12.39          |        |
| <u>468497</u>                 | Invoice                         | 02/29/2024                 | CUST#20090 OIL, AIR FLTR, SPK PLUGS  | 0.00                      | 132.40         |        |
| <u>402-400-000-53580-3100</u> |                                 | Office and Operating       |                                      | CUST#20090 OIL, AIR FLTR, | 132.40         |        |
| <u>468498</u>                 | Invoice                         | 02/29/2024                 | CUST#20090 - ABS TRAP                | 0.00                      | 3.09           |        |
| <u>001-141-000-57680-3100</u> |                                 | Office and Operating       |                                      | CUST#20090 - ABS TRAP     | 3.09           |        |
| <u>468500</u>                 | Invoice                         | 02/29/2024                 | CUST#20090 FUNNELS                   | 0.00                      | 6.20           |        |
| <u>402-400-000-53580-3100</u> |                                 | Office and Operating       |                                      | CUST#20090 FUNNELS        | 6.20           |        |
| <u>468540</u>                 | Invoice                         | 03/04/2024                 | CUST#20090 - HAMMERS                 | 0.00                      | 50.93          |        |
| <u>001-141-000-57680-3100</u> |                                 | Office and Operating       |                                      | CUST#20090 - HAMMERS      | 50.93          |        |
| <u>468564</u>                 | Invoice                         | 03/04/2024                 | CUST#20090 - BOLTS                   | 0.00                      | 9.42           |        |
| <u>001-141-000-57680-3100</u> |                                 | Office and Operating       |                                      | CUST#20090 - BOLTS        | 9.42           |        |
| VEN02499                      | TRANSUNION RISK AND ALTERNATI   | 03/11/2024                 | Regular                              | 0.00                      | 130.56         | 110308 |
| Payable #                     | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount           | Payable Amount |        |
| Account Number                |                                 | Account Name               | Project Account Key                  | Item Description          | Dist Amount    |        |
| <u>6563122-202402-</u>        | Invoice                         | 03/01/2024                 | ACCT#6563122 FEB 2024 BILLING        | 0.00                      | 130.56         |        |
| <u>001-118-000-52122-4100</u> |                                 | Patrol-Professional Servic |                                      | ACCT#6563122 FEB 2024 B   | 130.56         |        |
| 201875                        | TYLER TECHNOLOGIES              | 03/11/2024                 | Regular                              | 0.00                      | 160.00         | 110309 |
| Payable #                     | Payable Type                    | Payable Date               | Payable Description                  | Discount Amount           | Payable Amount |        |
| Account Number                |                                 | Account Name               | Project Account Key                  | Item Description          | Dist Amount    |        |
| <u>025-455228</u>             | Invoice                         | 03/01/2024                 | CUST#48155- UTILITY BILLING MARCH 20 | 0.00                      | 160.00         |        |
| <u>001-111-000-51421-4100</u> |                                 | Professional Services/Adv  |                                      | CUST#48155- UTILITY BILLI | 160.00         |        |
| 202637                        | VISION MUNICIPAL SOLUTIONS, LLC | 03/11/2024                 | Regular                              | 0.00                      | 1,702.00       | 110310 |

## Check Register

Packet: APPKT03046-MARCH 11, 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>09-13695</u>               | Invoice                        | 11/30/2023                 | VISION SOFTWARE SUPPORT 2024           | 0.00                      | 1,702.00       |        |
| <u>001-111-000-51423-4100</u> |                                | Professional Services/Adv  |  | VISION SOFTWARE SUPPO     | 1,702.00       |        |
| VEN01983                      | WA LAW ENFORCEMENT INFORMA     | 03/11/2024                 | Regular                                | 0.00                      | 379.00         | 110311 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                    | Discount Amount           | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                    | Item Description          | Dist Amount    |        |
| <u>3804</u>                   | Invoice                        | 02/29/2024                 | SAM GANO 2024 BEGINNER PUBLIC DISCL    | 0.00                      | 150.00         |        |
| <u>001-118-000-52140-3100</u> |                                | Office and Operating-Trai  |  | SAM GANO 2024 BEGINNE     | 150.00         |        |
| <u>3806</u>                   | Invoice                        | 02/29/2024                 | SAM GANO2024 PROP/EVIDENCE/DIGITA      | 0.00                      | 229.00         |        |
| <u>001-118-000-52140-3100</u> |                                | Office and Operating-Trai  |  | SAM GANO2024 PROP/EVI     | 229.00         |        |
| 203035                        | WASHINGTON ST. TREASURER       | 03/11/2024                 | Regular                                | 0.00                      | 3,765.94       | 110312 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                    | Discount Amount           | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                    | Item Description          | Dist Amount    |        |
| <u>FEB2024</u>                | Invoice                        | 03/01/2024                 | FEB 2024 STATE FINES                   | 0.00                      | 3,765.94       |        |
| <u>657-000-000-58600-0006</u> |                                | State Fines & Forfeits     |  | FEB 2024 STATE FINES      | 3,765.94       |        |
| 203030                        | WASHINGTON STATE PATROL        | 03/11/2024                 | Regular                                | 0.00                      | 155.75         | 110313 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                    | Discount Amount           | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                    | Item Description          | Dist Amount    |        |
| <u>12404452</u>               | Invoice                        | 03/01/2024                 | ACCT#0000064501 BACKGROUND CHECK       | 0.00                      | 155.75         |        |
| <u>001-118-000-52122-4100</u> |                                | Patrol-Professional Servic |  | ACCT#0000064501 BACKG     | 155.75         |        |
| 203780                        | WATER MGMNT LABORATORIES INC   | 03/11/2024                 | Regular                                | 0.00                      | 913.22         | 110314 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                    | Discount Amount           | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                    | Item Description          | Dist Amount    |        |
| <u>218513</u>                 | Invoice                        | 02/27/2024                 | ACCT#AS201R - TESTS                    | 0.00                      | 431.22         |        |
| <u>402-400-000-53580-4100</u> |                                | Professional Services/Adv  |  | ACCT#AS201R - TESTS       | 431.22         |        |
| <u>218528</u>                 | Invoice                        | 02/27/2024                 | ACCT# AS201R - TESTS                   | 0.00                      | 482.00         |        |
| <u>402-400-000-53580-4100</u> |                                | Professional Services/Adv  |  | ACCT# AS201R - TESTS      | 482.00         |        |
| 053987                        | WESTBAY NAPA AUTO PARTS        | 03/11/2024                 | Regular                                | 0.00                      | 409.49         | 110315 |
| Payable #                     | Payable Type                   | Payable Date               | Payable Description                    | Discount Amount           | Payable Amount |        |
| Account Number                |                                | Account Name               | Project Account Key                    | Item Description          | Dist Amount    |        |
| <u>073665</u>                 | Invoice                        | 03/04/2024                 | ACCT#4296-FLUID, OIL FILTER, OIL 62974 | 0.00                      | 76.08          |        |
| <u>503-000-000-54865-3102</u> |                                | Oper Supplies-Parts        |  | ACCT#4296-FLUID, OIL FILT | 76.08          |        |
| <u>073666</u>                 | Invoice                        | 03/04/2024                 | ACCT#4296-5W30 PC BAY BOX 62974D       | 0.00                      | 189.40         |        |
| <u>503-000-000-54865-3101</u> |                                | Vehicle Supplies           |  | ACCT#4296-5W30 PC BAY     | 113.64         |        |
| <u>503-000-000-54865-3103</u> |                                | Vehicle Supp-EM&R Vehic    |  | ACCT#4296-5W30 PC BAY     | 75.76          |        |
| <u>073700</u>                 | Invoice                        | 03/05/2024                 | ACCT#4296- WINDOW REGULATORS 1993      | 0.00                      | 144.01         |        |
| <u>503-000-000-54865-3102</u> |                                | Oper Supplies-Parts        |  | ACCT#4296- WINDOW RE      | 144.01         |        |
| VEN02139                      | ZEPPELIN SHIPPING & TECHNOLOGY | 03/11/2024                 | Regular                                | 0.00                      | 25.82          | 110316 |

Check Register

| Vendor Number                 | Vendor Name  | Payment Date  | Payment Type           | Discount Amount        | Payment Amount | Number |
|-------------------------------|--------------|---------------|------------------------|------------------------|----------------|--------|
| Payable #                     | Payable Type | Payable Date  | Payable Description    | Discount Amount        | Payable Amount |        |
| Account Number                |              | Account Name  | Project Account Key    | Item Description       | Dist Amount    |        |
| <u>PACKAGEID#1186</u>         | Invoice      | 02/28/2024    | WEIGHT CALIBRATION LAB | TROEMNER LL            | 0.00           | 25.82  |
| <u>402-400-000-53580-4200</u> |              | Communication |                        | WEIGHT CALIBRATION LAB |                | 25.82  |

Bank Code APBNK-Main Summary

| Payment Type     | Payable Count | Payment Count | Discount | Payment    |
|------------------|---------------|---------------|----------|------------|
| Regular Checks   | 67            | 37            | 0.00     | 663,192.80 |
| 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            | 23            | 11            | 0.00     | 20,341.59  |
| Virtual Payments | 0             | 0             | 0.00     | 0.00       |
|                  | 90            | 48            | 0.00     | 683,534.39 |

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

Fund Summary

| Fund | Name        | Period | Amount            |
|------|-------------|--------|-------------------|
| 999  | Pooled Cash | 3/2024 | 683,534.39        |
|      |             |        | <u>683,534.39</u> |

# January 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

|                                       | 2024<br>Budget     | 2024<br>thru January | 2024<br>Est Actual | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|--------------------|----------------------|--------------------|--|--|
| Revenues                              | 15,437,793         | 1,125,217            | 15,155,592         | (282,201)                              | -1.8%                                    |
| Expenditures                          | 15,565,271         | 1,632,826            | 15,448,548         | 116,723                                | 0.7%                                     |
| Net Revenues Less Expenditures        | (127,478)          | (507,609)            | (292,956)          | (165,478)                              |  |
| Beginning Fund Balance                | 5,314,762          |                      | 5,314,762          |  |  |
| Ending Fund Balance                   | 5,187,284<br>33.3% |                      | 5,021,806<br>32.3% |  |  |
| <u>Ending Fund Balance Breakdown:</u> |                    |                      |                    |  |  |
| Reserved - 20% of Budget              | 3,113,054          |                      | 3,113,054          |  |  |
| Unreserved Fund Balance               | 2,074,230          |                      | 1,908,751          |  |  |
| <b>Total Fund Balance</b>             | <b>5,187,284</b>   |                      | <b>5,021,806</b>   |  |  |

### Summary

2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals. 2022 and 2023 amounts included in this report are unaudited.

Analysis through January shows an overall Negative budget variance of \$165 thousand.

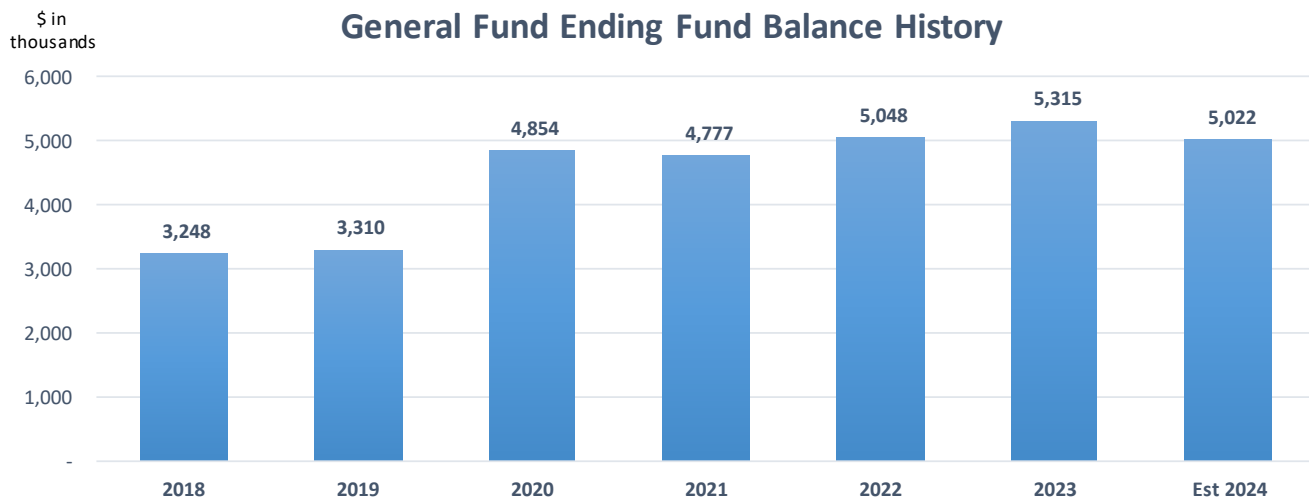
General Fund Reserves are estimated to end the year at \$5.0 million, or 32.3% of 2024 budgeted expenditures.

#### Revenue Overview

Revenues are currently estimated to end the year approximately \$282 thousand, or 1.8% lower than budgeted.

#### Expenditure Overview

Expenditures are currently estimated to end the year approximately \$116 thousand, or 0.7% less than budgeted.



# January 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

| Revenue Categories         | 2024 Budget       | 2024 thru January | 2024 Est Actual*  | Variance Favorable (Unfavorable) | % Variance Favorable (Unfavorable) |
|----------------------------|-------------------|-------------------|-------------------|----------------------------------|------------------------------------|
| Taxes:                     |                   |                   |                   |                                  |                                    |
| Property                   | 2,997,899         | 10,529            | 2,997,899         | -                                | 0.0%                               |
| Sales & Use                | 3,525,360         | 318,329           | 3,464,780         | (60,580)                         | -1.7%                              |
| City Utility               | 1,448,082         | 128,517           | 1,420,460         | (27,622)                         | -1.9%                              |
| Non-City Utility           | 1,341,400         | 147,760           | 1,285,533         | (55,867)                         | -4.2%                              |
| Business & Occupation      | 1,308,110         | 100,013           | 1,250,000         | (58,110)                         | -4.4%                              |
| Other                      | 53,930            | 4,103             | 49,240            | (4,690)                          | -8.7%                              |
| Licenses & Permits         | 295,050           | 36,709            | 266,073           | (28,977)                         | -9.8%                              |
| Intergovernmental Revenue  | 669,070           | 112,441           | 644,636           | (24,434)                         | -3.7%                              |
| Charges for Goods/Services | 3,527,342         | 243,845           | 3,528,262         | 920                              | 0.0%                               |
| Fines and Penalties        | 92,550            | 4,163             | 49,107            | (43,443)                         | -46.9%                             |
| Miscellaneous Revenue      | 132,000           | 18,810            | 152,602           | 20,602                           | 15.6%                              |
| Transfers In               | 47,000            | -                 | 47,000            | -                                | 0.0%                               |
| <b>Total Revenues</b>      | <b>15,437,793</b> | <b>1,125,217</b>  | <b>15,155,592</b> | <b>(282,201)</b>                 | <b>-1.8%</b>                       |

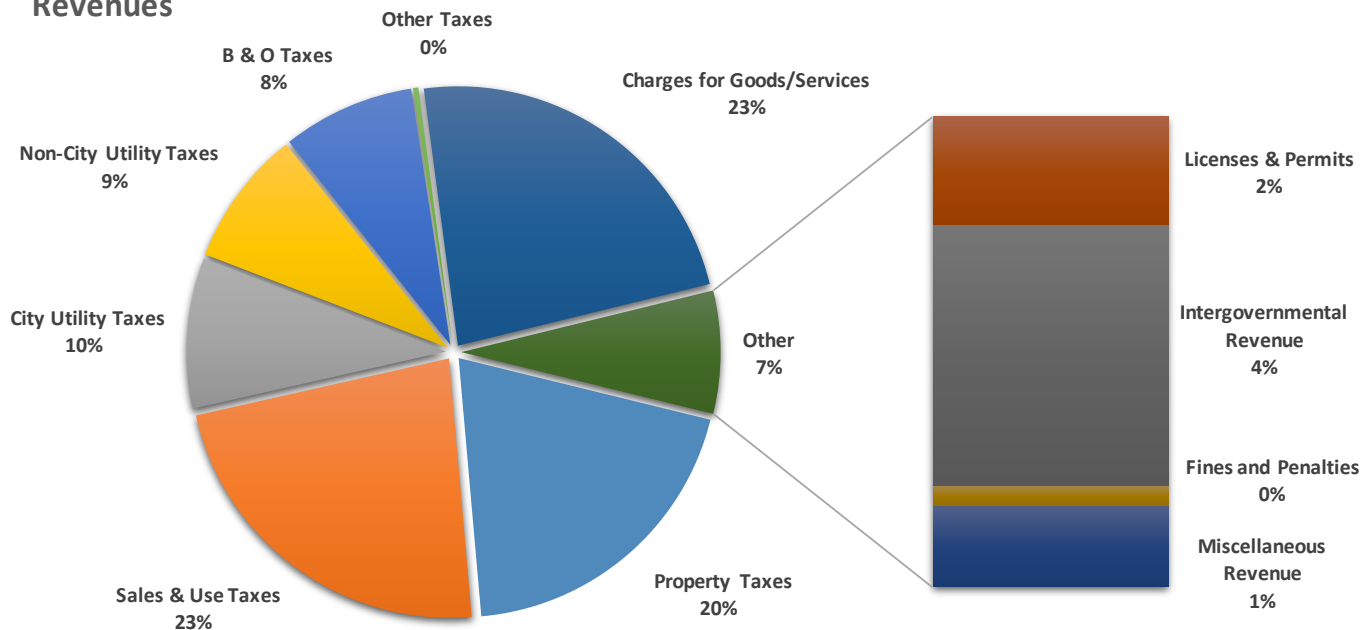
\*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

#### Variance Notes

None

#### 2024 Estimated General Fund Revenues



# January 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

| Department                                  | 2024<br>Budget    | 2024<br>thru January | 2024<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---|-------------------|----------------------|---------------------|--|--|
| <b>City Clerk</b>                           | 261,013           | 22,450               | 256,871             | 4,142                                  | 1.6%                                     |
| <b>City Council</b>                         | 75,963            | 7,220                | 76,300              | (337)                                  | -0.4%                                    |
| <b>City Manager</b>                         |                   |                      |                     |  |  |
| City Manager                                | 450,094           | 55,764               | 450,903             | (809)                                  | -0.2%                                    |
| Legal                                       | 375,170           | 14,440               | 375,450             | (280)                                  | -0.1%                                    |
| Detentions/Corrections-Contract             | 504,390           | 52                   | 504,390             | -                                      | 0.0%                                     |
| Human Resources                             | 161,119           | 16,426               | 160,931             | 188                                    | 0.1%                                     |
| Risk Management                             | 124,367           | 71,458               | 137,517             | (13,150)                               | -10.6%                                   |
| <b>Community &amp; Economic Development</b> |                   |                      |                     |  |  |
| Animal Control                              | 174,435           | 19,771               | 181,410             | (6,975)                                | -4.0%                                    |
| Code Enforcement                            | 157,780           | 24,278               | 161,250             | (3,470)                                | -2.2%                                    |
| Community Development                       | 757,066           | 77,958               | 755,715             | 1,351                                  | 0.2%                                     |
| <b>Parks &amp; Facilities</b>               |                   |                      |                     |  |  |
| Civic Center Activities                     | 59,588            | 6,185                | 59,363              | 225                                    | 0.4%                                     |
| Facility Services                           | 747,243           | 60,592               | 750,201             | (2,958)                                | -0.4%                                    |
| Parks & Recreation                          | 666,958           | 62,830               | 667,326             | (368)                                  | -0.1%                                    |
| <b>Finance</b>                              |                   |                      |                     |  |  |
| Finance                                     | 1,421,224         | 131,469              | 1,406,900           | 14,324                                 | 1.0%                                     |
| Information Technology                      | 418,643           | 27,458               | 393,727             | 24,916                                 | 6.0%                                     |
| <b>Fire &amp; Emergency Services</b>        | 2,583,353         | 221,901              | 2,586,042           | (2,689)                                | -0.1%                                    |
| <b>Municipal Court</b>                      | 730,375           | 76,920               | 730,858             | (483)                                  | -0.1%                                    |
| <b>Non-Departmental</b>                     | 826,530           | 119,822              | 752,932             | 73,598                                 | 8.9%                                     |
| <b>Police</b>                               | 4,127,310         | 541,821              | 4,127,191           | 119                                    | 0.0%                                     |
| <b>Public Works</b>                         | 942,650           | 74,014               | 913,272             | 29,378                                 | 3.1%                                     |
| <b>Total Expenditures</b>                   | <b>15,565,271</b> | <b>1,632,826</b>     | <b>15,448,548</b>   | <b>116,723</b>                         | <b>0.7%</b>                              |

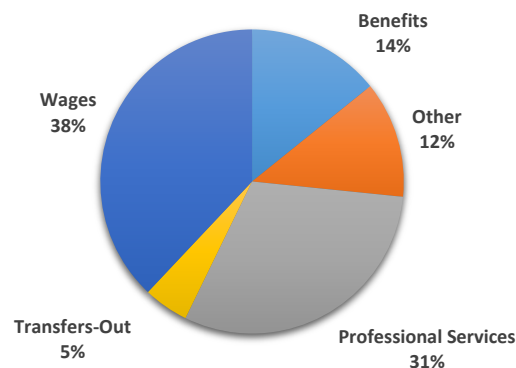
\*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

#### Variance Notes

None

### 2024 Estimated General Fund Expenditures



# January 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

|   | 2022<br>Actual    | 2023<br>Actual    | 2024<br>Budget    | 2024<br>thru January | 2024<br>Est Actual |
|---|-------------------|-------------------|-------------------|----------------------|--------------------|
| <b>Beginning Fund Balance</b>               | <b>4,777,607</b>  | <b>5,047,716</b>  | <b>5,314,762</b>  | <b>5,314,762</b>     | <b>5,314,762</b>   |
| <b>Revenues</b>                             |                   |                   |                   |                      |                    |
| Taxes:                                      |                   |                   |                   |                      |                    |
| Property                                    | 2,546,998         | 2,788,309         | 2,997,899         | 10,529               | 2,997,899          |
| Sales & Use                                 | 3,436,648         | 3,595,781         | 3,525,360         | 318,329              | 3,464,780          |
| City Utility                                | 1,474,584         | 1,528,927         | 1,448,082         | 128,517              | 1,420,460          |
| Non-City Utility                            | 1,205,659         | 1,290,740         | 1,341,400         | 147,760              | 1,285,533          |
| Business & Occupation                       | 985,461           | 802,272           | 1,308,110         | 100,013              | 1,250,000          |
| Other                                       | 60,421            | 75,275            | 53,930            | 4,103                | 49,240             |
| Licenses & Permits                          | 306,329           | 306,564           | 295,050           | 36,709               | 266,073            |
| Intergovernmental Revenue                   | 2,147,469         | 592,347           | 669,070           | 112,441              | 644,636            |
| Charges for Goods/Services                  | 3,060,577         | 3,387,523         | 3,527,342         | 243,845              | 3,528,262          |
| Fines and Penalties                         | 51,581            | 49,639            | 92,550            | 4,163                | 49,107             |
| Miscellaneous Revenue                       | 260,291           | 398,966           | 132,000           | 18,810               | 152,602            |
| Transfers In                                | 128               | 87,712            | 47,000            | -                    | 47,000             |
| <b>Total Revenues</b>                       | <b>15,536,147</b> | <b>14,904,056</b> | <b>15,437,793</b> | <b>1,125,217</b>     | <b>15,155,592</b>  |
| <b>Expenditures</b>                         |                   |                   |                   |                      |                    |
| <b>City Clerk</b>                           | 238,028           | 226,373           | 261,013           | 22,450               | 256,871            |
| <b>City Council</b>                         | 77,768            | 63,480            | 75,963            | 7,220                | 76,300             |
| <b>City Manager</b>                         |                   |                   |                   |                      |                    |
| City Manager                                | 344,279           | 408,587           | 450,094           | 55,764               | 450,903            |
| Legal                                       | 277,979           | 343,008           | 375,170           | 14,440               | 375,450            |
| Detentions/Corrections-Contract             | 339,327           | 203,718           | 504,390           | 52                   | 504,390            |
| Human Resources                             | 327,848           | 274,902           | 161,119           | 16,426               | 160,931            |
| Risk Management                             | 136,360           | 143,699           | 124,367           | 71,458               | 137,517            |
| <b>Community &amp; Economic Development</b> |                   |                   |                   |                      |                    |
| Animal Control                              | 83,700            | 104,441           | 174,435           | 19,771               | 181,410            |
| Code Enforcement                            | 81,285            | 175,504           | 157,780           | 24,278               | 161,250            |
| Community Development                       | 563,250           | 707,010           | 757,066           | 77,958               | 755,715            |
| <b>Parks &amp; Facilities</b>               |                   |                   |                   |                      |                    |
| Civic Center Activities                     | 51,915            | 56,058            | 59,588            | 6,185                | 59,363             |
| Facility Services                           | 652,720           | 676,755           | 747,243           | 60,592               | 750,201            |
| Parks & Recreation                          | 575,245           | 620,303           | 666,958           | 62,830               | 667,326            |
| <b>Finance</b>                              |                   |                   |                   |                      |                    |
| Finance                                     | 1,079,083         | 1,124,192         | 1,421,224         | 131,469              | 1,406,900          |
| Information Technology                      | 374,562           | 449,597           | 418,643           | 27,458               | 393,727            |
| <b>Fire &amp; Emergency Services</b>        | 1,690,846         | 2,491,434         | 2,583,353         | 221,901              | 2,586,042          |
| <b>Municipal Court</b>                      | 666,977           | 744,467           | 730,375           | 76,920               | 730,858            |
| <b>Non-Departmental</b>                     | 3,195,012         | 1,363,759         | 826,530           | 119,822              | 752,932            |
| <b>Police</b>                               | 3,613,017         | 3,736,337         | 4,127,310         | 541,821              | 4,127,191          |
| <b>Public Works</b>                         | 896,836           | 723,386           | 942,650           | 74,014               | 913,272            |
| <b>Total Expenditures</b>                   | <b>15,266,038</b> | <b>14,637,010</b> | <b>15,565,271</b> | <b>1,632,826</b>     | <b>15,448,548</b>  |
| Net Revenues less Expenditures              | 270,109           | 267,046           | (127,478)         | (507,609)            | (292,956)          |
| <b>Ending Fund Balance</b>                  | <b>5,047,716</b>  | <b>5,314,762</b>  | <b>5,187,284</b>  | <b>4,807,153</b>     | <b>5,021,806</b>   |
| General Fund Reserves                       | 5,047,716         | 5,314,762         | 5,187,284         |                      | 5,021,806          |
| based on same year actuals/budget           | 33.1%             | 36.3%             | 33.3%             |                      | 32.5%              |

# January 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

|                                  | 2022<br>thru<br>January | 2023<br>thru<br>January | 2024<br>thru<br>January | 2024 - 2023<br>Variance |         | % of<br>Budget |
|----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------|----------------|
| Revenues                         |                         |                         |                         |                         |         |                |
| Taxes:                           |                         |                         |                         |                         |         |                |
| Property                         | 19,002                  | 7,812                   | 10,529                  | 2,716                   | 34.8%   | 0.4%           |
| Sales & Use                      | 269,272                 | 317,236                 | 318,329                 | 1,093                   | 0.3%    | 9.0%           |
| City Utility                     | 124,784                 | 127,396                 | 128,517                 | 1,121                   | 0.9%    | 8.9%           |
| Non-City Utility                 | 141,003                 | 157,909                 | 147,760                 | (10,149)                | -6.4%   | 11.0%          |
| Business & Occupation            | 132,196                 | 108,664                 | 100,013                 | (8,651)                 | -8.0%   | 7.6%           |
| Other                            | 4,532                   | 2,428                   | 4,103                   | 1,675                   | 69.0%   | 7.6%           |
| Licenses & Permits               | 48,264                  | 54,589                  | 36,709                  | (17,881)                | -32.8%  | 12.4%          |
| Intergovernmental Revenue        | 68,335                  | 33,812                  | 112,441                 | 78,629                  | 232.5%  | 16.8%          |
| Charges for Goods/Services       | 210,810                 | 212,899                 | 243,845                 | 30,945                  | 14.5%   | 6.9%           |
| Fines and Penalties              | 2,877                   | 4,548                   | 4,163                   | (385)                   | -8.5%   | 4.5%           |
| Miscellaneous Revenue            | 26,861                  | 30,359                  | 18,810                  | (11,550)                | -38.0%  | 14.2%          |
| Transfers In                     | -                       | -                       | -                       | -                       |         | 0.0%           |
| Total Revenues                   | 1,047,938               | 1,057,654               | 1,125,217               | 67,563                  | 6.4%    | 7.3%           |
| Expenditures                     |                         |                         |                         |                         |         |                |
| City Clerk                       | 26,705                  | 23,374                  | 22,450                  | (925)                   | -4.0%   | 8.6%           |
| City Council                     | 9,872                   | 6,712                   | 7,220                   | 508                     | 7.6%    | 9.5%           |
| City Manager                     |                         |                         |                         |                         |         |                |
| City Manager                     | 39,121                  | 59,024                  | 55,764                  | (3,260)                 | -5.5%   | 12.4%          |
| Legal                            | (12,073)                | 10,598                  | 14,440                  | 3,842                   | 36.3%   | 3.8%           |
| Detentions/Corrections-Contrac   | 93                      | 21,764                  | 52                      | (21,712)                | -99.8%  | 0.0%           |
| Human Resources                  | 41,295                  | 41,867                  | 16,426                  | (25,441)                | -60.8%  | 10.2%          |
| Risk Management                  | 40,620                  | 57,168                  | 71,458                  | 14,290                  | 25.0%   | 57.5%          |
| Community & Economic Development |                         |                         |                         |                         |         |                |
| Animal Control                   | 7,433                   | 8,635                   | 19,771                  | 11,136                  | 129.0%  | 11.3%          |
| Code Enforcement                 | 21,596                  | 22,507                  | 24,278                  | 1,772                   | 7.9%    | 15.4%          |
| Community Development            | 63,097                  | 72,089                  | 77,958                  | 5,869                   | 8.1%    | 10.3%          |
| Parks & Facilities               |                         |                         |                         |                         |         |                |
| Civic Center Activities          | 5,109                   | 6,678                   | 6,185                   | (493)                   | -7.4%   | 10.4%          |
| Facility Services                | 54,267                  | 70,180                  | 60,592                  | (9,589)                 | -13.7%  | 8.1%           |
| Parks & Recreation               | 45,773                  | 69,520                  | 62,830                  | (6,689)                 | -9.6%   | 9.4%           |
| Finance                          |                         |                         |                         |                         |         |                |
| Finance                          | 121,670                 | 124,210                 | 131,469                 | 7,259                   | 5.8%    | 9.3%           |
| Information Technology           | 28,339                  | 38,541                  | 27,458                  | (11,083)                | -28.8%  | 6.6%           |
| Fire & Emergency Services        | 138,673                 | 152,352                 | 221,901                 | 69,549                  | 45.7%   | 8.6%           |
| Municipal Court                  | 54,046                  | 77,497                  | 76,920                  | (578)                   | -0.7%   | 10.5%          |
| Non-Departmental                 | 45,026                  | 1,825                   | 119,822                 | 117,997                 | 6464.9% | 14.5%          |
| Police                           | 418,520                 | 466,937                 | 541,821                 | 74,884                  | 16.0%   | 13.1%          |
| Public Works                     | 92,541                  | 93,460                  | 74,014                  | (19,447)                | -20.8%  | 7.9%           |
| Total Expenditures               | 1,241,723               | 1,424,937               | 1,632,826               | 207,889                 | 14.6%   | 10.5%          |

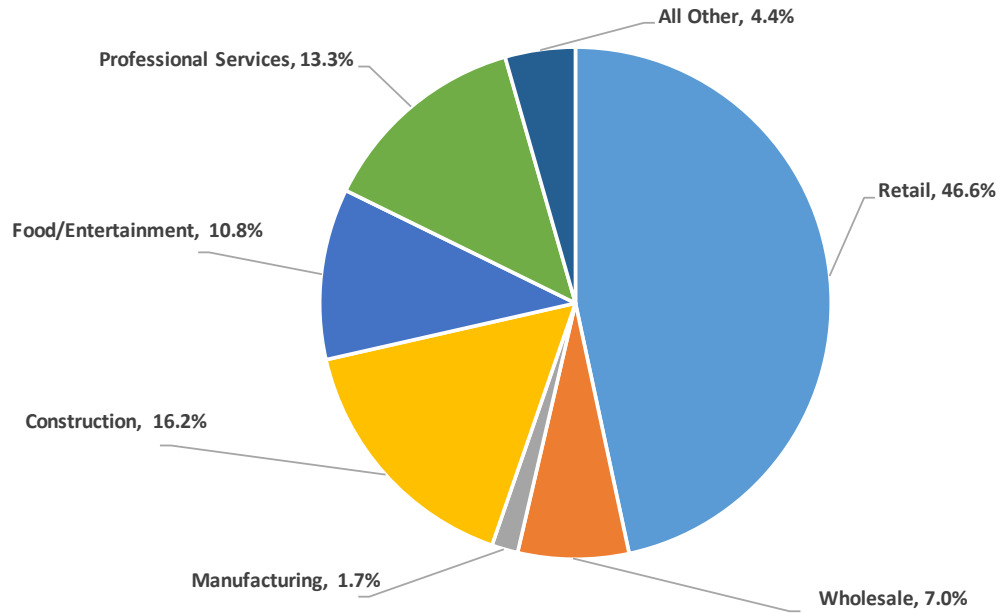
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through January which is 8.3% of the year.

# January 2024 Monthly Financial Report

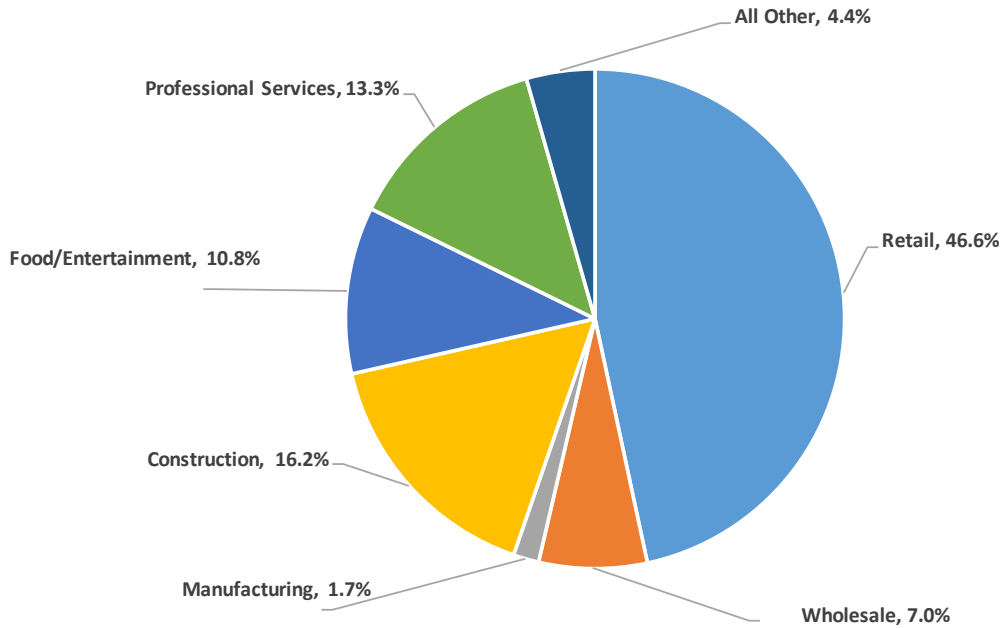
## City of Shelton, Washington

### Sales Tax Breakdown by Type

2024 thru January



January 2024



# January 2024 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

| Fund                           | 2024<br>Beginning<br>Fund<br>Balance | 2024<br>Estimated<br>Revenue | 2024<br>Estimated<br>Expenditure | 2024<br>Estimated<br>Fund Balance | \$ Change          | %<br>Change   |
|--------------------------------|--------------------------------------|------------------------------|----------------------------------|-----------------------------------|--------------------|---------------|
| <b>City-wide Fund Balances</b> |                                      |                              |                                  |                                   |                    |               |
| General Fund                   | 5,314,762                            | 15,155,592                   | 15,448,548                       | 5,021,806                         | (292,956)          | -5.5%         |
| Street Fund                    | 697,708                              | 1,771,557                    | 1,886,032                        | 583,233                           | (114,475)          | -16.4%        |
| <b>Capital Resource Funds</b>  |                                      |                              |                                  |                                   |                    |               |
| Real Estate Excise Tax -1      | 564,950                              | 71,974                       | 102,570                          | 534,354                           | (30,596)           | -5.4%         |
| Real Estate Excise Tax -2      | 785,498                              | 77,412                       | 90,000                           | 772,910                           | (12,588)           | -1.6%         |
| Transport Benefit District     | 1,527,227                            | 20,000                       | 832,000                          | 715,227                           | (812,000)          | -53.2%        |
| Traffic Impact Fees            | 786,725                              | 51,582                       | -                                | 838,307                           | 51,582             | 6.6%          |
| General Resources              | 1,181,350                            | 20,110                       | 23,000                           | 1,178,460                         | (2,890)            | -0.2%         |
| Tourism Fund                   | 81,739                               | 49,500                       | 97,248                           | 33,991                            | (47,748)           | -58.4%        |
| Bond Fund                      | 7,592                                | 180,100                      | 180,100                          | 7,592                             | -                  | 0.0%          |
| Capital Improvement Fund       | 663,979                              | 1,905,500                    | 1,834,910                        | 734,569                           | 70,590             | 10.6%         |
| Water Fund                     | 2,485,233                            | 3,238,960                    | 4,407,375                        | 1,316,818                         | (1,168,415)        | -47.0%        |
| Water Capital Fund             | 1,092,787                            | 1,531,000                    | 1,097,400                        | 1,526,387                         | 433,600            | 39.7%         |
| Sewer Fund                     | 4,439,434                            | 6,736,471                    | 7,937,710                        | 3,238,195                         | (1,201,239)        | -27.1%        |
| Sewer Capital Fund             | 662,153                              | 6,510,500                    | 6,525,400                        | 647,253                           | (14,900)           | -2.3%         |
| Solid Waste Fund               | 294,543                              | 128,500                      | 176,438                          | 246,605                           | (47,938)           | -16.3%        |
| Storm Drainage Fund            | 1,278,325                            | 1,743,205                    | 2,154,806                        | 866,724                           | (411,601)          | -32.2%        |
| Storm Drainage Capital Fund    | 10,854                               | 395,000                      | 395,000                          | 10,854                            | -                  | 0.0%          |
| Payroll Benefits Fund          | 220,708                              | 144,720                      | 123,560                          | 241,868                           | 21,160             | 9.6%          |
| Equipment Rental Fund          | 411,211                              | 615,290                      | 580,221                          | 446,280                           | 35,069             | 8.5%          |
| Firefighters Pension Fund      | 387,414                              | 18,000                       | 79,228                           | 326,186                           | (61,228)           | -15.8%        |
| Library Endowment Fund         | 128,936                              | 1,600                        | 24,000                           | 106,536                           | (22,400)           | -17.4%        |
| <b>City-wide Fund Totals</b>   | <b>23,023,128</b>                    | <b>40,366,573</b>            | <b>43,995,546</b>                | <b>19,394,155</b>                 | <b>(3,628,973)</b> | <b>-15.8%</b> |

### City-Wide FTE by Fund

| General Fund              | 2023<br>Revised | 2024<br>Budget | Jan 31<br>Vacancies |
|---------------------------|-----------------|----------------|---------------------|
| City Council              | 7.00            | 7.00           | -                   |
| Municipal Court           | 4.50            | 5.03           | -                   |
| City Clerk*               | 2.00            | 1.50           | -                   |
| City Manager              | 2.00            | 2.00           | -                   |
| Human Resources           | 2.85            | 1.00           | -                   |
| Information Technology    | 1.15            | 1.00           | 1.00                |
| Finance                   | 7.00            | 9.50           | 0.50                |
| Public Works              | 5.10            | 4.60           | 1.00                |
| Police                    | 21.00           | 21.00          | 3.00                |
| Community Development     | 5.85            | 5.85           | 1.00                |
| Parks, Rec & Facilities   | 8.00            | 7.00           | 1.00                |
| <b>Total General Fund</b> | <b>66.45</b>    | <b>65.48</b>   | <b>7.50</b>         |

| Other City Funds         | 2023<br>Revised | 2024<br>Budget | Jan 31<br>Vacancies |
|--------------------------|-----------------|----------------|---------------------|
| Street Operating         | 4.65            | 4.65           | 1.00                |
| Water Utility            | 8.80            | 8.80           | 1.50                |
| Sewer Utility            | 11.70           | 11.70          | 0.50                |
| Storm Drainage Utility   | 7.60            | 7.60           | 1.00                |
| Equip. Maint. & Rental   | 1.30            | 1.30           | -                   |
| <b>Total Other Funds</b> | <b>34.05</b>    | <b>34.05</b>   | <b>4.00</b>         |
| <b>Total City</b>        | <b>100.50</b>   | <b>99.53</b>   | <b>11.50</b>        |

# January 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

| Fund   | 2024<br>Budget    | 2024<br>thru<br>January | 2024<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|--|-------------------|-------------------------|---------------------|--|--|
| <b>General Fund</b>  |                   |                         |                     |  |  |
| Taxes  | 10,674,781        | 709,250                 | 10,467,912          | (206,869)                              | -1.9%                                    |
| Licenses & Permits   | 295,050           | 36,709                  | 266,073             | (28,977)                               | -9.8%                                    |
| Intergovernmental Revenue                                      | 669,070           | 112,441                 | 644,636             | (24,434)                               | -3.7%                                    |
| Charges for Goods/Services                                     | 3,527,342         | 243,845                 | 3,528,262           | 920                                    | 0.0%                                     |
| Fines and Penalties  | 92,550            | 4,163                   | 49,107              | (43,443)                               | -46.9%                                   |
| Miscellaneous Revenue  | 132,000           | 18,810                  | 152,602             | 20,602                                 | 15.6%                                    |
| Transfers In   | 47,000            | -                       | 47,000              | -                                      | 0.0%                                     |
| <b>Total Revenues</b>  | <b>15,437,793</b> | <b>1,125,217</b>        | <b>15,155,592</b>   | <b>(282,201)</b>                       | <b>-1.8%</b>                             |
| Wages  | 5,854,052         | 440,082                 | 5,864,288           | (10,236)                               | -0.2%                                    |
| Benefits   | 2,369,590         | 164,407                 | 2,196,969           | 172,621                                | 7.3%                                     |
| Professional Services  | 4,664,168         | 307,509                 | 4,730,135           | (65,967)                               | -1.4%                                    |
| Transfers-Out  | 818,530           | 117,880                 | 742,990             | 75,540                                 | 9.2%                                     |
| Other  | 1,858,931         | 602,947                 | 1,914,166           | (55,235)                               | -3.0%                                    |
| <b>Total Expenditures</b>                                      | <b>15,565,271</b> | <b>1,632,826</b>        | <b>15,448,548</b>   | <b>116,723</b>                         | <b>0.7%</b>                              |
| <b>Net Revenues Less Expenditures</b>                          | <b>(127,478)</b>  | <b>(507,609)</b>        | <b>(292,956)</b>    | <b>(165,478)</b>                       |  |
| <b>Street Fund</b>   |                   |                         |                     |  |  |
| Taxes  | 675,000           | 65,106                  | 675,000             | -                                      | 0.0%                                     |
| Licenses & Permits   | 10,000            | 195                     | 10,000              | -                                      | 0.0%                                     |
| Intergovernmental Revenue                                      | 199,000           | 13,718                  | 178,153             | (20,847)                               | -10.5%                                   |
| Charges for Goods/Services                                     | 106,120           | 8,990                   | 107,880             | 1,760                                  | 1.7%                                     |
| Miscellaneous Revenue  | 1,500             | 2,271                   | 10,524              | 9,024                                  | 601.6%                                   |
| Transfers In   | 790,000           | -                       | 790,000             | -                                      | 0.0%                                     |
| <b>Total Revenues</b>  | <b>1,781,620</b>  | <b>90,280</b>           | <b>1,771,557</b>    | <b>(10,063)</b>                        | <b>-0.6%</b>                             |
| Wages  | 387,638           | 24,952                  | 388,359             | (721)                                  | -0.2%                                    |
| Benefits   | 180,622           | 11,807                  | 180,394             | 228                                    | 0.1%                                     |
| Professional Services  | 397,440           | -                       | 397,440             | -                                      | 0.0%                                     |
| Other  | 921,058           | 148,212                 | 919,839             | 1,219                                  | 0.1%                                     |
| <b>Total Expenditures</b>                                      | <b>1,886,758</b>  | <b>184,971</b>          | <b>1,886,032</b>    | <b>726</b>                             | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b>                          | <b>(105,138)</b>  | <b>(94,691)</b>         | <b>(114,475)</b>    | <b>(9,337)</b>                         |  |
| <b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b> |                   |                         |                     |  |  |
| Taxes  | 52,500            | 6,222                   | 52,500              | -                                      | 0.0%                                     |
| Miscellaneous Revenue  | -                 | 2,214                   | 19,474              | 19,474                                 |  |
| <b>Total Revenues</b>  | <b>52,500</b>     | <b>8,436</b>            | <b>71,974</b>       | <b>19,474</b>                          | <b>37.1%</b>                             |
| Transfers-Out  | 102,570           | -                       | 102,570             | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>                                      | <b>102,570</b>    | <b>-</b>                | <b>102,570</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b>                          | <b>(50,070)</b>   | <b>8,436</b>            | <b>(30,596)</b>     | <b>19,474</b>                          |  |

\*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

| Fund  | 2024<br>Budget   | 2024<br>thru<br>January | 2024<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---|------------------|-------------------------|---------------------|--|--|
| <b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b>  |                  |                         |                     |  |  |
| Taxes   | 52,500           | 6,222                   | 52,500              | -                                      | 0.0%                                     |
| Miscellaneous Revenue   | -                | 2,894                   | 24,912              | 24,912                                 |  |
| <b>Total Revenues</b>   | <b>52,500</b>    | <b>9,116</b>            | <b>77,412</b>       | <b>24,912</b>                          | <b>47.5%</b>                             |
| Transfers-Out   | 90,000           | 45,000                  | 90,000              | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>                                       | <b>90,000</b>    | <b>45,000</b>           | <b>90,000</b>       | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b>                           | <b>(37,500)</b>  | <b>(35,884)</b>         | <b>(12,588)</b>     | <b>24,912</b>                          |  |
| <b>Capital Resources -Transportation Benefit District (TBD)</b> |                  |                         |                     |  |  |
| Miscellaneous Revenue   | -                | 3,818                   | 20,000              | 20,000                                 |  |
| Transfers In  | -                | -                       | -                   | -                                      |  |
| <b>Total Revenues</b>   | <b>-</b>         | <b>3,818</b>            | <b>20,000</b>       | <b>20,000</b>                          |  |
| Transfers-Out   | 832,000          | 542,000                 | 832,000             | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>                                       | <b>832,000</b>   | <b>542,000</b>          | <b>832,000</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b>                           | <b>(832,000)</b> | <b>(538,182)</b>        | <b>(812,000)</b>    | <b>20,000</b>                          |  |
| <b>Capital Resources - Traffic Impact Fees (TIF)</b>            |                  |                         |                     |  |  |
| Charges for Goods/Services                                      | 80,000           | -                       | 25,000              | (55,000)                               | -68.8%                                   |
| Miscellaneous Revenue   | -                | 3,049                   | 26,582              | 26,582                                 |  |
| <b>Total Revenues</b>   | <b>80,000</b>    | <b>3,049</b>            | <b>51,582</b>       | <b>(28,418)</b>                        | <b>-35.5%</b>                            |
| Transfers-Out   | -                | -                       | -                   | -                                      |  |
| <b>Total Expenditures</b>                                       | <b>-</b>         | <b>-</b>                | <b>-</b>            | <b>-</b>                               |  |
| <b>Net Revenues Less Expenditures</b>                           | <b>80,000</b>    | <b>3,049</b>            | <b>51,582</b>       | <b>(28,418)</b>                        |  |
| <b>Capital Resources - General</b>                              |                  |                         |                     |  |  |
| Intergovernmental Revenue                                       | -                | 1,675                   | 20,110              | 20,110                                 |  |
| Miscellaneous Revenue   | -                | -                       | -                   | -                                      |  |
| <b>Total Revenues</b>   | <b>-</b>         | <b>1,675</b>            | <b>20,110</b>       | <b>20,110</b>                          |  |
| Transfers-Out   | 23,000           | -                       | 23,000              | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>                                       | <b>23,000</b>    | <b>-</b>                | <b>23,000</b>       | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b>                           | <b>(23,000)</b>  | <b>1,675</b>            | <b>(2,890)</b>      | <b>20,110</b>                          |  |
| <b>Tourism Fund</b>   |                  |                         |                     |  |  |
| Taxes   | 48,000           | 5,535                   | 48,000              | -                                      | 0.0%                                     |
| Miscellaneous Revenue   | 100              | 385                     | 1,500               | 1,400                                  | 1400.0%                                  |
| <b>Total Revenues</b>   | <b>48,100</b>    | <b>5,919</b>            | <b>49,500</b>       | <b>1,400</b>                           | <b>2.9%</b>                              |
| Professional Services   | 97,248           | -                       | 97,248              | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>                                       | <b>97,248</b>    | <b>-</b>                | <b>97,248</b>       | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b>                           | <b>(49,148)</b>  | <b>5,919</b>            | <b>(47,748)</b>     | <b>1,400</b>                           |  |

\*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

| Fund                                  | 2024<br>Budget     | 2024<br>thru<br>January | 2024<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|--------------------|-------------------------|---------------------|--|--|
| <b>Bond Fund</b>                      |                    |                         |                     |  |  |
| Taxes                                 | -                  | -                       | -                   | -                                      |  |
| Transfers In                          | 180,100            | -                       | 180,100             | -                                      | 0.0%                                     |
| <b>Total Revenues</b>                 | <b>180,100</b>     | <b>-</b>                | <b>180,100</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| Other                                 | 180,100            | -                       | 180,100             | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>             | <b>180,100</b>     | <b>-</b>                | <b>180,100</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>           | <b>-</b>                | <b>-</b>            | <b>-</b>                               |  |
| <b>Capital Improvement Fund</b>       |                    |                         |                     |  |  |
| Intergovernmental Revenue             | 1,074,500          | -                       | 1,074,500           | -                                      | 0.0%                                     |
| Charges for Goods/Services            | 20,000             | -                       | 128,000             | 108,000                                | 540.0%                                   |
| Transfers In                          | 703,000            | 703,000                 | 703,000             | -                                      | 0.0%                                     |
| <b>Total Revenues</b>                 | <b>1,797,500</b>   | <b>703,000</b>          | <b>1,905,500</b>    | <b>108,000</b>                         | <b>6.0%</b>                              |
| Professional Services                 | -                  | -                       | -                   | -                                      |  |
| Other                                 | 1,797,500          | 3,117                   | 1,834,910           | (37,410)                               | 1.3%                                     |
| <b>Total Expenditures</b>             | <b>1,797,500</b>   | <b>3,117</b>            | <b>1,834,910</b>    | <b>(37,410)</b>                        | <b>-2.1%</b>                             |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>           | <b>699,883</b>          | <b>70,590</b>       | <b>70,590</b>                          |  |
| <b>Water Fund</b>                     |                    |                         |                     |  |  |
| Charges for Goods/Services            | 3,206,210          | 230,076                 | 3,166,960           | (39,250)                               | -1.2%                                    |
| Miscellaneous Revenue                 | 46,100             | 8,979                   | 72,000              | 25,900                                 | 56.2%                                    |
| <b>Total Revenues</b>                 | <b>3,252,310</b>   | <b>239,054</b>          | <b>3,238,960</b>    | <b>(13,350)</b>                        | <b>-0.4%</b>                             |
| Wages                                 | 741,496            | 44,414                  | 741,496             | -                                      | 0.0%                                     |
| Benefits                              | 303,167            | 20,434                  | 302,414             | 753                                    | 0.2%                                     |
| Professional Services                 | 251,667            | 5,841                   | 247,840             | 3,827                                  | 1.5%                                     |
| Transfers-Out                         | 1,031,000          | 1,031,000               | 1,031,000           | -                                      | 0.0%                                     |
| Other                                 | 2,017,752          | 193,013                 | 2,084,625           | (66,873)                               | -3.3%                                    |
| <b>Total Expenditures</b>             | <b>4,345,082</b>   | <b>1,294,701</b>        | <b>4,407,375</b>    | <b>(62,293)</b>                        | <b>-1.4%</b>                             |
| <b>Net Revenues Less Expenditures</b> | <b>(1,092,772)</b> | <b>(1,055,647)</b>      | <b>(1,168,415)</b>  | <b>(75,643)</b>                        |  |
| <b>Water Capital Fund</b>             |                    |                         |                     |  |  |
| Intergovernmental Revenue             | 48,500             | 88,023                  | 500,000             | 451,500                                | 930.9%                                   |
| Transfers In                          | 1,031,000          | 1,031,000               | 1,031,000           | -                                      | 0.0%                                     |
| <b>Total Revenues</b>                 | <b>1,079,500</b>   | <b>1,119,023</b>        | <b>1,531,000</b>    | <b>451,500</b>                         | <b>41.8%</b>                             |
| Other                                 | 1,079,500          | 1,491                   | 1,097,400           | (17,900)                               | -1.7%                                    |
| <b>Total Expenditures</b>             | <b>1,079,500</b>   | <b>1,491</b>            | <b>1,097,400</b>    | <b>(17,900)</b>                        | <b>-1.7%</b>                             |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>           | <b>1,117,531</b>        | <b>433,600</b>      | <b>433,600</b>                         |  |

\*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

| Fund                                  | 2024<br>Budget     | 2024<br>thru<br>January | 2024<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|--------------------|-------------------------|---------------------|--|--|
| <b>Sewer Fund</b>                     |                    |                         |                     |  |  |
| Charges for Goods/Services            | 6,757,539          | 592,802                 | 6,661,471           | (96,068)                               | -1.4%                                    |
| Miscellaneous Revenue                 | 18,000             | 10,798                  | 75,000              | 57,000                                 | 316.7%                                   |
| <b>Total Revenues</b>                 | <b>6,775,539</b>   | <b>603,600</b>          | <b>6,736,471</b>    | <b>(39,068)</b>                        | <b>-0.6%</b>                             |
| Wages                                 | 967,051            | 57,512                  | 969,326             | (2,275)                                | -0.2%                                    |
| Benefits                              | 437,406            | 25,876                  | 431,329             | 6,077                                  | 1.4%                                     |
| Professional Services                 | 422,085            | 17,414                  | 425,660             | (3,575)                                | -0.8%                                    |
| Transfers-Out                         | 1,294,000          | 1,294,000               | 1,294,000           | -                                      | 0.0%                                     |
| Other                                 | 4,815,614          | 416,969                 | 4,817,395           | (1,781)                                | 0.0%                                     |
| <b>Total Expenditures</b>             | <b>7,936,156</b>   | <b>1,811,772</b>        | <b>7,937,710</b>    | <b>(1,554)</b>                         | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>(1,160,617)</b> | <b>(1,208,172)</b>      | <b>(1,201,239)</b>  | <b>(40,622)</b>                        |  |
| <b>Sewer Capital Fund</b>             |                    |                         |                     |  |  |
| Intergovernmental Revenue             | 5,216,500          | 6,698                   | 5,216,500           | -                                      | 0.0%                                     |
| Transfers In                          | 1,294,000          | 1,294,000               | 1,294,000           | -                                      | 0.0%                                     |
| <b>Total Revenues</b>                 | <b>6,510,500</b>   | <b>1,300,698</b>        | <b>6,510,500</b>    | <b>-</b>                               | <b>0.0%</b>                              |
| Other                                 | 6,510,500          | 1,242                   | 6,525,400           | (14,900)                               | -0.2%                                    |
| <b>Total Expenditures</b>             | <b>6,510,500</b>   | <b>1,242</b>            | <b>6,525,400</b>    | <b>(14,900)</b>                        | <b>-0.2%</b>                             |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>           | <b>1,299,456</b>        | <b>(14,900)</b>     | <b>(14,900)</b>                        |  |
| <b>Solid Waste Fund</b>               |                    |                         |                     |  |  |
| Intergovernmental Revenue             | 124,500            | -                       | 124,500             | -                                      | 0.0%                                     |
| Miscellaneous Revenue                 | -                  | 698                     | 4,000               | 4,000                                  |  |
| <b>Total Revenues</b>                 | <b>124,500</b>     | <b>698</b>              | <b>128,500</b>      | <b>4,000</b>                           | <b>3.2%</b>                              |
| Professional Services                 | 42,000             | 544                     | 42,000              | -                                      | 0.0%                                     |
| Other                                 | 134,438            | 119,929                 | 134,438             | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>             | <b>176,438</b>     | <b>120,473</b>          | <b>176,438</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>(51,938)</b>    | <b>(119,776)</b>        | <b>(47,938)</b>     | <b>4,000</b>                           |  |
| <b>Storm Drainage Fund</b>            |                    |                         |                     |  |  |
| Intergovernmental Revenue             | 175,000            | -                       | 125,000             | (50,000)                               | -28.6%                                   |
| Charges for Goods/Services            | 1,583,130          | 131,972                 | 1,588,205           | 5,075                                  | 0.3%                                     |
| Miscellaneous Revenue                 | 500                | 3,937                   | 30,000              | 29,500                                 | 5900.0%                                  |
| <b>Total Revenues</b>                 | <b>1,758,630</b>   | <b>135,909</b>          | <b>1,743,205</b>    | <b>(15,425)</b>                        | <b>-0.9%</b>                             |
| Wages                                 | 595,164            | 51,740                  | 595,040             | 124                                    | 0.0%                                     |
| Benefits                              | 256,842            | 20,187                  | 256,255             | 587                                    | 0.2%                                     |
| Professional Services                 | 123,090            | 1,761                   | 123,969             | (879)                                  | -0.7%                                    |
| Transfers-Out                         | 395,000            | 395,000                 | 395,000             | -                                      | 0.0%                                     |
| Other                                 | 784,111            | 82,336                  | 784,542             | (431)                                  | -0.1%                                    |
| <b>Total Expenditures</b>             | <b>2,154,207</b>   | <b>551,025</b>          | <b>2,154,806</b>    | <b>(599)</b>                           | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>(395,577)</b>   | <b>(415,115)</b>        | <b>(411,601)</b>    | <b>(16,024)</b>                        |  |
| <b>Storm Drainage Capital Fund</b>    |                    |                         |                     |  |  |
| Intergovernmental Revenue             | -                  | -                       | -                   | -                                      |  |
| Transfers In                          | 395,000            | 395,000                 | 395,000             | -                                      | 0.0%                                     |
| <b>Total Revenues</b>                 | <b>395,000</b>     | <b>395,000</b>          | <b>395,000</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| Other                                 | 395,000            | -                       | 395,000             | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>             | <b>395,000</b>     | <b>-</b>                | <b>395,000</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>           | <b>395,000</b>          | <b>-</b>            | <b>-</b>                               |  |

\*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

| Fund                                  | 2024<br>Budget | 2024<br>thru<br>January | 2024<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|----------------|-------------------------|---------------------|--|--|
| <b>Payroll Benefits Fund</b>          |                |                         |                     |  |  |
| Charges for Goods/Services            | 40,000         | 3,855                   | 46,260              | 6,260                                  | 15.7%                                    |
| Miscellaneous Revenue                 | 350            | 731                     | 4,000               | 3,650                                  | 1042.9%                                  |
| Transfers In                          | 120,000        | 1,880                   | 94,460              | (25,540)                               | -21.3%                                   |
| <b>Total Revenues</b>                 | <b>160,350</b> | <b>6,466</b>            | <b>144,720</b>      | <b>(15,630)</b>                        | <b>-9.7%</b>                             |
| Benefits                              | 160,350        | 1,880                   | 123,560             | 36,790                                 | 22.9%                                    |
| <b>Total Expenditures</b>             | <b>160,350</b> | <b>1,880</b>            | <b>123,560</b>      | <b>36,790</b>                          | <b>22.9%</b>                             |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>       | <b>4,586</b>            | <b>21,160</b>       | <b>21,160</b>                          |  |

|  |                |               |                |                |              |
|--|----------------|---------------|----------------|----------------|--------------|
| <b>Equipment Maint &amp; Rental Fund</b> |                |               |                |                |              |
| Charges for Goods/Services               | 578,000        | 64,946        | 612,290        | 34,290         | 5.9%         |
| Miscellaneous Revenue                    | 5,000          | 442           | 3,000          | (2,000)        | -40.0%       |
| <b>Total Revenues</b>                    | <b>583,000</b> | <b>65,387</b> | <b>615,290</b> | <b>32,290</b>  | <b>5.5%</b>  |
| Wages                                    | 111,323        | 8,711         | 111,323        | -              | 0.0%         |
| Benefits                                 | 53,852         | 4,278         | 53,885         | (33)           | -0.1%        |
| Professional Services                    | 22,308         | -             | 22,308         | -              | 0.0%         |
| Other                                    | 384,998        | 47,999        | 392,705        | (7,707)        | -2.0%        |
| <b>Total Expenditures</b>                | <b>572,481</b> | <b>60,988</b> | <b>580,221</b> | <b>(7,740)</b> | <b>-1.4%</b> |
| <b>Net Revenues Less Expenditures</b>    | <b>10,519</b>  | <b>4,399</b>  | <b>35,069</b>  | <b>24,550</b>  |              |

|                                       |                 |                |                 |                 |               |
|---------------------------------------|-----------------|----------------|-----------------|-----------------|---------------|
| <b>Firefighter's Pension Fund</b>     |                 |                |                 |                 |               |
| Taxes                                 | 100             | -              | -               | (100)           | -100.0%       |
| Miscellaneous Revenue                 | 9,000           | 1,486          | 18,000          | 9,000           | 100.0%        |
| Transfers In                          | 50,000          | -              | -               | (50,000)        | -100.0%       |
| <b>Total Revenues</b>                 | <b>59,100</b>   | <b>1,486</b>   | <b>18,000</b>   | <b>(41,100)</b> | <b>-69.5%</b> |
| Benefits                              | 80,600          | 3,937          | 79,228          | 1,372           | 1.7%          |
| <b>Total Expenditures</b>             | <b>80,600</b>   | <b>3,937</b>   | <b>79,228</b>   | <b>1,372</b>    | <b>1.7%</b>   |
| <b>Net Revenues Less Expenditures</b> | <b>(21,500)</b> | <b>(2,451)</b> | <b>(61,228)</b> | <b>(39,728)</b> |               |

#### Firefighters Pension Fund Notes

Revenues: Current estimate does not include a transfer-in from general fund in 2024.

|                                       |                 |            |                 |          |             |
|---------------------------------------|-----------------|------------|-----------------|----------|-------------|
| <b>Library Endowment Fund</b>         |                 |            |                 |          |             |
| Miscellaneous Revenue                 | 1,600           | 112        | 1,600           | -        | 0.0%        |
| <b>Total Revenues</b>                 | <b>1,600</b>    | <b>112</b> | <b>1,600</b>    | <b>-</b> | <b>0.0%</b> |
| Transfers-Out                         | 24,000          | -          | 24,000          | -        | 0.0%        |
| <b>Total Expenditures</b>             | <b>24,000</b>   | <b>-</b>   | <b>24,000</b>   | <b>-</b> | <b>0.0%</b> |
| <b>Net Revenues Less Expenditures</b> | <b>(22,400)</b> | <b>112</b> | <b>(22,400)</b> | <b>-</b> |             |

\*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 02/12/2024  
Brief Date: 03/19/2024  
Action Date: 04/02/2024

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
**Library Deck Grant Acceptance**

☐ Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

ATTACHMENTS:  
**Resolution No. 1322-0324  
Grant Contract**

☒ Resolution

☒ Motion

☐ Other

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

In April 2022, the city applied for the Washington State Department of Commerce Library Capital Improvement Program grant. The city requested \$70,000 to go to the improvements to the William G. Reed library deck and was approved for \$67,900.

The project entails the removal of the existing waterproof membrane that covers the wood framed deck and wood safety railings to expose the deck sheeting and structure. The areas of the sheeting and structure affected by rot, due to water intrusion, will be removed and repaired. A new waterproof membrane and steel safety railing will be installed to meet current building and safety codes and provide a more aesthetically pleasing public space.

Innovated design, construction materials and methods will be utilized to ensure the longevity of the improvements. New waterproofing materials are more reliable and provide a longer life span than when the building was originally constructed over 30 years ago. The deck railings are necessary to provide public use and are less obstructive to views both into and out of the deck.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

City Budgeted - \$140,000

City General Fund - \$23,000

Library Endowment Fund - \$24,000

Timberland Regional Library - \$23,000

WA State Dept. of Commerce Grant - \$67,900

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to place Resolution No. 1322-0324 on the April 2, 2024 action agenda for further consideration".

Resolution No. 1322-0324

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE  
CITY MANAGER TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$67,900 FOR THE WILLIAM G.  
REED LIBRARY DECK REPAIRS

WHEREAS, the City tasked Williams Architecture to analyze the existing library deck and completed a pre-design report of the needed improvements to allow for safe public access; and

WHEREAS, City staff applied for the Washington State Department of Commerce Library Capital Improvement Grant for the deck repairs; and

WHEREAS, the City was awarded a direct appropriation by Washington State Department of Commerce in April of 2022 in the amount of \$67,900 for funds to address the improvements with the William G. Reed library deck; and

WHEREAS, the City has budgeted \$140,000 for the overall completion.

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

1. The City Manager is authorized to approve and execute a grant agreement with the Washington State Department of Commerce in the amount of \$67,900 for design and construction of improvements for the William G. Reed library deck repairs.

INTRODUCED on the 19<sup>th</sup> of March 2024 and PASSED by the City Council at its regular meeting on the \_\_\_\_\_.

ATTEST:

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

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



**Grant to**

City of Shelton

through

the Library Capital Improvement Program

**For**

City of Shelton

a.k.a William G Reed Public Library Deck Repair

**Start date:**

July 1, 2023



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**FACE SHEET**Grant Agreement Number: **24-96525-004**Project Name: **City of Shelton, a.k.a William G Reed Public Library Deck Repair**

**Washington State Department of Commerce  
Local Government Division  
Community Development Assistance Unit**

|  |   |  |   |
|--|---|--|---|
| <b>1. GRANTEE</b><br>City of Shelton<br>525 W Cota St<br>Shelton, WA 98584-2239  |   | <b>2. GRANTEE Doing Business As (optional)</b><br>N/A  |   |
| <b>3. GRANTEE Representative</b><br>Jordanne Krumpols, Parks & Recreation Supervisor<br>525 W Cota St<br>Shelton, WA 98584-2239<br>(360) 432-5106<br>jordanne.krumpols@sheltonwa.gov   |   | <b>4. COMMERCE Representative</b><br>Mara Isaacson, Program Manager<br>PO Box 42525<br>Olympia, WA 98504<br>(360) 742-7665<br>mara.isaacson@commerce.wa.gov  |   |
| <b>5. Grant Amount</b><br>\$67,900.00  | <b>6. Funding Source</b><br><b>Federal: State:X Other: N/A:</b> | <b>7. Start Date</b><br>July 1, 2023   | <b>8. End Date</b><br>June 30, 2027,<br>contingent on reappropriation;<br>June 30, 2025 if funds are not<br>reappropriated. |
| <b>9. Federal Funds (as applicable)</b><br>N/A   |   | <b>Federal Agency</b><br>N/A   | <b>CFDA Number</b><br>N/A   |
| <b>10. Tax ID #</b><br>N/A   | <b>11. SWV #</b><br>SWV0013140-00                               | <b>12. UBI #</b><br>232000085  | <b>13. DUNS #</b><br>021830666  |
| <b>14. Grant Purpose</b><br>The purpose of this performance-based Grant Agreement is to provide funds for a legislatively approved project that furthers the goals and objectives of the Library Capital Improvement Program as described in Attachment A – Scope of Work (the “Project”).   |   |  |   |
| COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, (“the Parties”) acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of the Parties are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process. |   |  |   |
| <b>FOR GRANTEE</b><br><br>_____<br>Signature<br><br>_____<br>Print Name<br><br>_____<br>Title<br><br>_____<br>Date   |   | <b>FOR COMMERCE</b><br><br>_____<br>Mark K. Barkley, Assistant Director<br>Local Government Division<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM</b><br><br>Dawn Cortez, Assistant Attorney General<br><br>10/2/2023<br>_____<br>Date |   |



**DECLARATIONS****GRANTEE INFORMATION**

|                           |                 |
|---------------------------|-----------------|
| Grantee Name:             | City of Shelton |
| Grant Number:             | 24-96525-004    |
| State Wide Vendor Number: | SWV0013140-00   |

**PROJECT INFORMATION**

|                   |  |
|-------------------|--|
| Project Name:     | City of Shelton, a.k.a William G Reed Public Library Deck Repair |
| Project City:     | Shelton  |
| Project State:    | Washington   |
| Project Zip Code: | 98584-2239   |

**GRANT AGREEMENT INFORMATION**

|  |   |
|--|---|
| Grant Amount:                            | \$67,900.00   |
| Required Match:                          | 50 Percent (50%)  |
| Appropriation Number:                    | ESSB 5200 SL, Section 1010 (2023 Regular Session)   |
| Re-appropriation Number (if applicable): | N/A   |
| Grant Agreement End Date:                | June 30, 2027, contingent on reappropriation; June 30, 2025, if funds are not reappropriated. |
| Biennium:                                | 2023-2025   |
| Biennium Close Date:                     | June 30, 2025   |

**PROJECT PURPOSE**

Repair the William G Reed Public Library deck.

**ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT**

**Grant Agreement End Date:** In the event funds for the project are reappropriated, the contract end date will be extended pursuant to the reappropriation and consistent with Special Term and Condition 19. Depending on the reappropriation, a contract amendment may be required.

**ADDITIONAL RECITALS**

N/A

## **SPECIAL TERMS AND CONDITIONS**

### **GENERAL GRANT STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Library Capital Improvement Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation.

NOW, THEREFORE, in consideration of the covenants, conditions, performances, and promises hereinafter contained, the Parties agree as follows:

#### **1. GRANT MANAGEMENT**

The Representative for each of the Parties is identified on the Face Sheet of this Grant Agreement and is responsible for and is the contact person for all communications and billings regarding the performance of this Grant Agreement.

#### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount, as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for, or incidental to, the performance of work as set forth in Attachment A (SCOPE OF WORK).

#### **3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in Attachment B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant Agreement may be subject to state prevailing wage law (RCW 39.12). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. .

Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) the final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the Grant Agreement.
- D. Covenant. If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this Grant Agreement, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period.
- E. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

## **7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the Grantee shall be made on a reimbursement basis only. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.
- F. Other costs authorized through the legislation

## **8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for fifty percent (50%) of eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers, including the matching documentation, and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable that confirms that it has paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Special Terms and Conditions Section 19.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant Agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

**9. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the Parties, regarding work under this Grant Agreement performed by subcontractors and the portion of grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**10. CLOSEOUT CERTIFICATION**

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A. All activities identified in the SCOPE OF WORK shown on Attachment A are complete and the project is useable to the public for the purpose intended by the Legislature; or
- B. When final payment is made and Grantee has certified that the whole project will be completed and the public benefit described maintained for the term of the commitment period.
- C. Notwithstanding anything in A. or B. above, the right to recapture funds or seek other remedies for failure to make the project usable to the public shall survive the closeout or termination of this contract.

**11. INSURANCE**

**A. Insurance Requirements for Reimbursable Activities**

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant Agreement.

**B. Additional Insurance Requirements During the Term of the Grant Agreement**

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of

subgrants/subcontracts. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

**Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

**Professional Liability, Errors and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

**Professional Liability, Errors and Omissions Insurance.** The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**13. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding sources, during the Grant Agreement period, Commerce may suspend, amend, or terminate the contract.

**14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that

COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

**15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; **Provided, that**, any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture provision).

**16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture Provision).

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the SCOPE OF WORK.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the SCOPE OF WORK the GRANTEE may be required to re-comply with Governor's Executive 21-02, or Section 106 of the National Historic Preservation Act.

#### **19. REAPPROPRIATION**

- A. The Parties understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

#### **20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

#### **21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

The "Copyright Provisions", General Terms and Conditions Section 30, are not intended to apply to any architectural and engineering design work funded by this grant.

#### **22. FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**23. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 11 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

## **GENERAL TERMS AND CONDITIONS**

### **GENERAL GRANT STATE FUNDS**

#### **1. DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate Grant Agreement with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" shall mean an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" or "Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

#### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

#### **3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

#### **4. ALL WRITINGS CONTAINED HEREIN**

This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

#### **5. AMENDMENTS**

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

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [comacctoffice@commerce.wa.gov](mailto:comacctoffice@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

#### **10. BREACHES OF OTHER STATE CONTRACTS**

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter RCW 42.52. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant Agreement, or any matter related to the project funded under this Grant Agreement or any other state funded project, including but not limited

to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant Agreement.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

### **13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

### **14. DISPUTES**

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant Agreement number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**15. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant Agreement, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

**16. GOVERNING LAW AND VENUE**

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

**17. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE'S agents, employees, representatives, or any subcontractor or its employees.

The GRANTEE'S obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the GRANTEE, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**18. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue

to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**19. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**20. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**21. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

**22. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

**23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant Agreement may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**24. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**25. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**26. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**27. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

**28. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**29. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**30. RIGHT OF INSPECTION**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement.

**31. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

**32. SEVERABILITY**

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

**33. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**34. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant Agreement.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**35. SURVIVAL**

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant Agreement shall so survive.

**36. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**37. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **38. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

### **39. TERMINATION PROCEDURES**

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**40. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**41. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **ATTACHMENT A - SCOPE OF WORK**

Funds awarded under this grant will be used for capital expenditures to repair the deck at the William G Reed Library located at 710 W Alder Street, Shelton, WA 98584.

Project activities will include and not be limited to removal of existing waterproof membrane that covers the wood framed deck and wood safety railings to expose the deck sheeting and structure and replacing the walkway railings on the downstairs area below the deck. The areas of the sheeting and structure affected by rot will be removed and repaired. A new waterproof membrane and steel safety railing will be installed to meet current building and safety codes and provide more aesthetically pleasing public space.

Public benefit of this renovation will be improved public space and safety. Deck will provide needed exterior space to read, explore, take noisy children or get a breath of fresh air. The usable deck will provide an aesthetic enhancement to the facility as the deck is visible from the busy street frontage and will be and will be viewed by the general public as a more vibrant, busy, utilized facility that has spaces to meet Library and community needs.

Construction is expected to start in June 2024 and to be complete by September 2024.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

### **CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



### ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

| Type of Funding              | Source Description                      | Amount             |
|------------------------------|---|--------------------|
| Grant Agreement              | Washington State Department of Commerce | <b>\$67,900.00</b> |
| <b>Other Grants</b>          |   |                    |
| Grant Agreement #1           |   | \$                 |
| <b>Total Other Grants</b>    |   | <b>\$0.00</b>      |
| <b>Other Loans</b>           |   |                    |
| Loan #1                      |   | \$                 |
| <b>Total Loans</b>           |   | <b>\$0.00</b>      |
| <b>Other Local Revenue</b>   |   |                    |
| Source #1                    | City of Shelton                         | \$23,000           |
| <b>Total Local Revenue</b>   |   | <b>\$23,000</b>    |
| <b>Other Funds</b>           |   |                    |
| Source #1                    | Library Endowment Fund                  | \$24,000           |
| Source #2                    | Timberland Regional Library             | \$23,000           |
| <b>Total Other Funds</b>     |   | <b>\$47,000</b>    |
| <b>Total Project Funding</b> |   | <b>\$137,900</b>   |

#### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



## **ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES**

### **CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**NOT APPLICABLE**



|  |   |                         |
|--|---|-------------------------|
| Budget Authorization<br>Geoffrey Bracken |  | 3/12/2024   2:48 PM PDT |
| Grant Manager<br>Mara Isaacson           |  | 3/12/2024   2:49 PM PDT |
| Grant Manager                            |   |                         |
| Managing Director                        |   |                         |
| Deputy Assistant Director                |   |                         |
| Assistant Director                       |   |                         |


Certificate Of Completion

|  |               |                               |
|--|---------------|-------------------------------|
| Envelope Id: 7C02178AC9C24E4F9DC9B98BA9758D22          |               | Status: Sent                  |
| Subject: Complete with DocuSign: Contract_24-96525-004 |               |                               |
| Division:  |               |                               |
| Local Government                                       |               |                               |
| Program: LCIP  |               |                               |
| ContractNumber: 24-96525-004                           |               |                               |
| DocumentType: Contract                                 |               |                               |
| Source Envelope:                                       |               |                               |
| Document Pages: 34                                     | Signatures: 0 | Envelope Originator:          |
| Certificate Pages: 5                                   | Initials: 2   | Mara Isaacson                 |
| AutoNav: Enabled                                       |               | 1011 Plum Street SE           |
| Envelopeld Stamping: Enabled                           |               | MS 42525                      |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)      |               | Olympia, WA 98504-2525        |
|  |               | mara.isaacson@commerce.wa.gov |
|  |               | IP Address: 198.238.29.33     |


Record Tracking

|                                      |   |                    |
|--------------------------------------|---|--------------------|
| Status: Original                     | Holder: Mara Isaacson                         | Location: DocuSign |
| 3/11/2024 12:42:57 PM                | mara.isaacson@commerce.wa.gov                 |                    |
| Security Appliance Status: Connected | Pool: StateLocal                              |                    |
| Storage Appliance Status: Connected  | Pool: Washington State Department of Commerce | Location: DocuSign |

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

|  |  |                              |
|--|--|------------------------------|
| Geoffrey Bracken                                     |  | Sent: 3/11/2024 12:46:30 PM  |
| geoffrey.bracken@commerce.wa.gov                     |  | Viewed: 3/12/2024 2:41:48 PM |
| Security Level: Email, Account Authentication (None) |  | Signed: 3/12/2024 2:48:38 PM |
|  | Signature Adoption: Pre-selected Style   |                              |
|  | Using IP Address: 198.238.21.20  |                              |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

|  |   |                              |
|--|---|------------------------------|
| Mara Isaacson  |  | Sent: 3/12/2024 2:48:40 PM   |
| mara.isaacson@commerce.wa.gov                        |   | Viewed: 3/12/2024 2:49:01 PM |
| Washington State Department of Commerce              |   | Signed: 3/12/2024 2:49:09 PM |
| Security Level: Email, Account Authentication (None) |   |                              |
|  | Signature Adoption: Pre-selected Style  |                              |
|  | Using IP Address: 198.238.8.129   |                              |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

|  |  |                            |
|--|--|----------------------------|
| Mark Ziegler   |  | Sent: 3/12/2024 2:49:10 PM |
| mark.ziegler@sheltonwa.gov                           |  |                            |
| Security Level: Email, Account Authentication (None) |  |                            |

Electronic Record and Signature Disclosure:  
Accepted: 5/11/2023 4:36:48 PM  
ID: 7291ed69-f456-40c6-a405-f722b6ea53c7

|   |  |  |
|---|--|--|
| Mara Isaacson   |  |  |
| mara.isaacson@commerce.wa.gov   |  |  |
| Security Level: Email, Account Authentication (None)                    |  |  |
| Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign |  |  |

| Signer Events  | Signature         | Timestamp  |
|--|-------------------|--|
| Jon Galow<br>jon.galow@commerce.wa.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign               |                   |  |
| Tony Hanson<br>tony.hanson@commerce.wa.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign           |                   |  |
| Mark Barkley<br>mark.barkley@commerce.wa.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign         |                   |  |
| In Person Signer Events  | Signature         | Timestamp  |
| Editor Delivery Events   | Status            | Timestamp  |
| Agent Delivery Events  | Status            | Timestamp  |
| Intermediary Delivery Events   | Status            | Timestamp  |
| Certified Delivery Events  | Status            | Timestamp  |
| Carbon Copy Events   | Status            | Timestamp  |
| Jordanne Krumpols<br>jordanne.krumpols@sheltonwa.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <div>COPIED</div> | Sent: 3/12/2024 2:49:11 PM<br>Viewed: 3/12/2024 2:50:52 PM |
| Sheila Lee<br>sheila.lee@commerce.wa.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign             |                   |  |
| Witness Events   | Signature         | Timestamp  |
| Notary Events  | Signature         | Timestamp  |
| Envelope Summary Events  | Status            | Timestamps   |
| Envelope Sent  | Hashed/Encrypted  | 3/11/2024 12:46:30 PM                                      |
| Payment Events   | Status            | Timestamps   |
| Electronic Record and Signature Disclosure   |                   |  |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

#### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



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

Touch Date: 02/20/2024  
Brief Date: 03/05/2024  
Action Date: 03/19/2024

Department: Public Works

Presented By: Jay Harris, Public Works Director

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☐ City Clerk

☐ City Manager

#### REVIEWED:

J.O.H

#### PROGRAM/PROJECT TITLE:

**Frontage Improvement Charge &  
Transportation Impact Fees Code  
Updates**

#### Action Requested:



Ordinance



Resolution



Motion



Other

#### ATTACHMENTS:

1. Ordinance No. 2020-0224
2. Ordinance No. 2020-0224 with changes
3. Policy No. 1000-01 Transportation Impact Fees
4. 2024 Master Fee Schedule, Traffic Impact Fee Table
5. 2024 Master Fee Schedule, Frontage Improvement Charges
6. 6-year Transportation Improvement Plan

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

#### **Frontage Improvement Charges:**

Shelton Municipal Code (SMC) Section 12.36, Frontage Improvement Charges, was adopted by the City Commission in 2015 by Ordinance No. 1870-0415. The intent of the frontage improvement charge was to assess infill development lots (lots created prior to 1938) a frontage improvement charge, rather than having the development construct street improvements. The 2015 frontage improvement base fee was set at \$50 per lineal foot of frontage. The Commission reduced the fee in 2017, to zero dollars, and no street improvements (curb, sidewalk, paving, drainage, etc.) were required for homes constructed on infill lots, other than a 12' wide gravel shoulder.

Staff coordinated with the Development Code Steering Committee and with the Council (both multiple times) in study sessions to adopt updates to the street improvement sections in the City Design and Construction Standards Manual. Last fall the Council adopted the updated version of the manual that defines infill lots (less than 150' of frontage) and the required improvement standards. The Master Fee Schedule was also updated last fall to include fee in lieu of payments (when applicable) for curb, sidewalk, and paving for infill lot developments.

Refer to the track changes version of this ordinance for the suggested modifications to SMC 12.36, Frontage Improvement Charges. Changes to the section of the Municipal Code will allow the code to align with the current version of the City Design and Construction Standards.

#### **Transportation Impact Fees:**

Shelton Municipal Code (SMC) Section 17.12, Transportation Impact Fees (TIFs), was adopted by the City Commission in 2008 by Ordinance No. 1733-1008 to provide a funding source for transportation capacity improvement projects needed to serve growth/new development in the City. The 2009 capacity project list for TIFs was updated with the adoption of the updated Transportation Comprehensive Plan in 2017. The City is

currently in the process of completing a new update to the Transportation Comprehensive Plan that should be completed in the next year.

Transportation impact fees are one-time charges for new developments, for capacity improvements to the transportation system for the impact of new users and are not ongoing rates. Properties which are already developed do not pay transportation impact fee charges unless they “redevelop”. Transportation impact fee charges are for capital infrastructure capacity projects only, in both their calculation and in their use. Transportation impact fee rates may include costs for both reimbursement of prior system capacity projects or costs for future system capacity projects that are identified in the Transportation Comprehensive Plan.

Modification to the current Traffic Impact Fee code language is proposed by City Staff and the City Attorney to be compliant with the current State Statutes (RCW) and to be consistent with sections of the City Design and Construction Standards. A city internal policy and procedure #1000-01 was created that includes methodology for city staff to process and issue transportation impact fee credits to developments that complete identified capacity improvement projects.

The 2024 Master Fee Schedule adopted by Council last fall, includes a table of the current transportation impact fees for various types of developments. The transportation impact fee for a new single-family home is \$4,701.11.

Some of the major changes to SMC 17.12, Transportation Impact Fees, are as follows:

1. “Traffic” Impact Fees is renamed to “Transportation” Impact Fees to align with State statutes.
2. Combined sections in the existing code to provide a better definition of non-development activities in SMC 17.36.15.E that are not subject to Transportation Impact Fees.
3. Removed the definition of “In Fill Lots” in SMC 17.12.15.G to be consistent with the current definition in Chapter 1 of the City Design and Construction Standards manual adopted by Council last fall.
4. Removed the section 12.050.D that exempts residential infill lots from paying transportation impact fees.
5. Added section 17.12.070 to include provisions for the deferral of payment of transportation impact fees, per current State statutes.

Refer to the track changes version of this ordinance for the proposed modifications to SMC 17.36, Transportation Impact Fees. Changes to this section of the Municipal Code will allow the code to align with the current version of the City Design and Construction Standards.

#### ANALYSIS/OPTIONS/ALTERNATIVES:

The frontage improvement charge fee in lieu of payments will be an additional funding source for the construction of critical route pedestrian paths and the paving of existing gravel roads.

Transportation Impact Fees are an important funding source to complete transportation capacity improvements to mitigate the impact of new developments in the City. Without transportation impact fees many capacity improvement projects will not be completed and users of the streets in the city would encounter larger backups and delays.

#### BUDGET/FISCAL INFORMATION:

The proposed ordinance and policy changes will slightly increase the amount of frontage improvement charges and transportation impact fees collected each year by the City.

#### PUBLIC INFORMATION REQUIREMENTS:

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

#### STAFF RECOMMENDATION/MOTION:

“I move to place Ordinance No. 2020-0224 onto the Council’s action agenda for further consideration at the April 2, 2024 meeting.”

## **ORDINANCE NO. 2020-0224**

### **AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING CHAPTER 12.36 AND REPEALING AND REPLACED CHAPTER 17.12 OF THE SHELTON MUNICIPAL CODE, RELATED TO TRANSPORTATION RELATED DEVELOPMENT CHARGES**

WHEREAS, in 2015, the Shelton City Commission adopted an ordinance allowing developers in the City's Neighborhood Residential zone to pay a frontage improvement charge (FIC) in lieu of installing frontage improvements; and

WHEREAS, the FIC helps keep development costs reasonable and ensures the orderly construction of frontage and roadway improvements, while avoiding improvements that do not connect or serve no purpose, such as "sidewalks to nowhere;" and

WHEREAS, in 2016, the City Commission zeroed out the FIC; and

WHEREAS, the City Council intends to start collecting the FIC, and desires to make amendments to the chapter of the Shelton Municipal Code that authorizes it (Chap. 12.36); and

WHEREAS, Chap. 17.12 SMC, pertaining to transportation impact fees, is in need of significant changes to clarify its provisions and to ensure consistency with current state law.

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

**Section 1:** Chapter 12.36 SMC, pertaining to frontage improvement charges, is amended as follows:

#### **12.36.010 Applicability.**

The provisions of this chapter shall apply to new development and substantial remodel projects in the neighborhood residential (NR) zone. Developments shall install frontage improvements as required by the city's public works design and construction standards, which are incorporated by reference. In accordance with the city's public works design and construction standards, applicable projects may pay the frontage improvement charge (FIC) in lieu of installing full frontage improvements. (Ord. 1870-0415 § 1 (part), 2015)

#### **12.36.020 FIC—Base fee.**

A. A base fee for the FIC (fee in lieu of construction charge) for frontage improvement items shall be established in the City's master fee schedule. Cost for additional required street improvement items not shown in the master fee schedule shall be determined by the City Engineer.

B. Effective January 1st of subsequent years, the FIC shall be adjusted based on the October to September change in the Construction Cost Index for the Seattle area as published by Engineering News-Record.

C. The base fee will be applied to all eligible projects identified in Sections 2.160.G, and 2.165 of the current "City of Shelton Design and Construction Standards."

**12.36.030 Use of FIC funds.**

A. FIC, once collected, shall be placed in an appropriate deposit account within the capital improvement fund.

B. FIC revenues shall be held and disbursed as follows:

1. FIC revenues shall be used for costs incurred on capital projects for the design, construction, and improvement of gravel roads, alleys, pedestrian and nonmotorized improvements, including capitalized repair and maintenance, when such improvements are part of a project identified in the annual six-year capital plan or six-year transportation improvement program.

2. Priority for funds shall be given to projects that improve conditions on "critical pedestrian routes" as shown on the current "critical pedestrian route" map included in the "City of Shelton Design and Construction Standards."

3. Public works shall prepare an annual report to the council on the FIC showing all sources and amounts of revenue collected and projects for which funds were expended.

**Section 2.** Chap. 17.12 SMC, pertaining to transportation impact fees, is repealed in its entirety and replaced with the following:

**Chapter 17.12  
TRANSPORTATION IMPACT FEES**

**17.12.010 Authority and purpose.**

**17.12.015 Definitions.**

**17.12.020 Applicability.**

**17.12.030 Geographic scope.**

**17.12.040 Imposition of transportation impact fees.**

**17.12.050 Fee schedules and establishment of service area.**

**17.12.060 Calculation of impact fees.**

**17.12.070 Deferral of payment of transportation impact fees.**

- 17.12.080 Payment of fees.**
- 17.12.090 Project list.**
- 17.12. 100 Funding of projects.**
- 17.12.110 Refunds.**
- 17.12.120 Appeals.**
- 17.12.130 Relationship to SEPA.**
- 17.12.140 Relationship to concurrency.**

**17.12.010 Authority and purpose.**

A. This chapter is enacted pursuant to the city's police powers, the Growth Management Act as codified in Chapter [36.70A](#) RCW, the enabling authority in Chapter [82.02](#) RCW, Chapter [58.17](#) RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA), Chapter [43.21C](#) RCW.

B. The purpose of this chapter is to:

1. Develop a transportation impact fee program, consistent with the Shelton comprehensive plan, for joint public and private financing of transportation improvements necessitated in whole or in part by development in the city;
2. Ensure adequate levels of transportation and transportation service within the city consistent with the comprehensive plan;
3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site transportation facilities directly necessitated by new development, in order to provide an adequate level of transportation service consistent with the comprehensive plan;
4. Ensure that the city pays its fair share of the capital costs of transportation facilities necessitated by public use of the transportation system; and
5. Ensure fair collection and administration of such impact fees.

C. The provisions of this chapter shall be liberally construed to carry out its purpose in the interests of public health, safety and welfare.

**17.12.015 Definitions.**

The following are definitions provided for administering the transportation impact fee. The public works director or designee shall have the authority to resolve questions of interpretation or conflicts between definitions.

A. “Adequate level of transportation service” means a system of transportation facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimum (see Chapter [17.07](#)).

B. “Capacity” means the maximum sustainable flow rate at which vehicles or persons can be expected to traverse a point or uniform segment of a lane or roadway during a specified time period, usually expressed as vehicles per hour, passengers per hour, or persons per hour.

C. “Capital improvement program (CIP)” means the section of the annual city budget that contains a comprehensive list of the adopted citywide capital improvement needs, including specific multimodal transportation system improvements. The CIP is cross-referenced in the capital facilities element of the Shelton comprehensive plan and multimodal transportation system capital improvements are derived from the annually adopted six-year transportation improvement program (TIP).

D. “City manager” means the city manager of the City of Shelton.

E. “Development activity” means any construction or expansion of a building, or structure, or use, or any changes in the use of land that creates additional demand and need for public transportation facilities. Development activity does not include:

- (1) Replacement of a structure with a new structure of the same size and use at the same site or lot when the application for a building permit for such replacement occurs within five years of the demolition or destruction of the prior structure;
- (2) Alterations, expansion, enlargement or remodeling, rehabilitation, or conversion of an existing dwelling unit where no additional units are created, and the use is not changed;
- (3) The construction of accessory residential structures that will not have an impact on Public facilities;
- (4) Alterations of an existing nonresidential structure that does not expand the usable space or will not create additional impacts on public facilities greater than the highest level of impact that previously has been caused by use of that structure;
- (5) Miscellaneous improvements, including but not limited to fences, walls, swimming pools and signs;
- (6) Demolition or moving a structure;

(7) The reuse, remodel, tenant improvement, or change in the use of existing structures located in the downtown core, unless the owner or agent proposes new construction or expansion of the height, bulk, or footprint of existing structures.

F. “Director” means the director of the department of public works of the City of Shelton. The Director shall have authority to make decisions pursuant to this Chapter, including but not limited to determining whether an impact fee or exemption applies. Director decisions shall be appealable to the Hearing Examiner.

G. “Finance director” means the finance director of the city of Shelton or his/her designee.

H. “Impact fee” or “transportation impact fee” means a payment of money imposed upon development approval to pay for public streets and roads needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public streets and roads, that is a proportionate share of the cost of the public streets and roads, and that is used for public streets and roads that reasonably benefit the new development. “Impact fee” does not include a reasonable permit or application fee otherwise established by city council resolution.

I. “Jurisdiction” means a municipality or county.

J. “Off-site transportation road improvement” means improvement, except a frontage improvement, to an existing or proposed city road or street outside the boundaries of a development, which improvement is required or recommended in accordance with this title.

K. “Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development project that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the capital facilities plan or capacity project identified in the 6-year TIP approved by the city council shall be considered a project improvement.

L. “Proportionate share” means that portion of the cost of public multimodal transportation system improvements that are reasonably related to the service demands and needs of new development.

M. “Service area” means a geographic area defined by ordinance or intergovernmental agreement in which a defined set of public streets and roads provides service to the development within the area.

N. "Six-year transportation improvement program or TIP" means a subset of projects contained in the city's capital improvement program. The TIP is a set of comprehensive street programs/projects which after a public hearing is annually adopted by the city council per RCW 35.77.010 for the purpose of advancing plans for not less than six years as a guide for carrying out the coordinated transportation/street construction program. The six-year TIP shall contain a small group of capacity projects which will be considered reasonably funded for determining transportation concurrency and impact fees. The adoption of the six-year TIP will obligate the city to actively pursue funds to implement the capacity component of the transportation improvement program as best possible with the available revenue sources.

O. "System improvements" means public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

#### **17.12.030 Geographic scope.**

The boundaries within which impact fees shall be charged and collected are co-extensive with the corporate city limits, and shall include all unincorporated areas annexed to the city on and after the effective date of the ordinance codified in this chapter.

#### **17.12.040 Imposition of transportation impact fees.**

A. The director is hereby authorized to impose transportation impact fees on new development according to the provisions of this chapter. Impact fees are due at the time of building permit issuance at the fee in effect at that time, unless the fees are deferred in accordance with Section 17.12.070.

B. Transportation impact fees:

1. Shall only be imposed for system improvements that are reasonably related to the new development;
2. Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development;
3. Shall be used for system improvements that will reasonably benefit the new development;
4. May be collected and spent only for system improvements which are addressed by the Shelton comprehensive plan, identifying:
  - a. Additional demands placed on existing public facilities by new developments; and
  - b. Additional public facility improvements required to serve new development;

- c. A list of projects eligible for funding via transportation impact included within the TIP, which is updated annually.
- 5. Shall be collected only once for each building permit, unless changes or modifications to the building permit are proposed which result in greater direct impacts on transportation facilities than were considered when the building permit was first approved.

**17.12.050 Fee schedules and establishment of service area.**

- A. An impact fee schedule setting forth the amount of the transportation impact fees to be paid by a development is set out in the yearly updated city master fee schedule and is incorporated herein by this reference.
- B. Transportation impact fees shall be updated annually at a rate adjusted in accordance with the Engineering News Record (ENR) Construction Cost Index for the Seattle area, using an October – September annual measure to establish revised fee schedules effective January 1st of the subsequent year.
- C. For the purpose of this chapter, the entire city shall be considered one service area.

**17.12.060 Calculation of impact fees.**

- A. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for right-of-way, improvement to, or new construction of any transportation system improvements provided by the developer to facilities that are identified as capacity improvements in the comprehensive plan or transportation improvement program and that are required by the city as a condition of approving the development activity. The determination of value shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs. The Director shall be responsible for developing and implementing policies for transportation impact fees.
- B. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly, per RCW 82.02.060(6). Studies and data can be submitted by a developer requesting a fee adjustment per RCW 82.02.060(7).
- C. The amount of fee to be imposed on a particular development may be adjusted by the director after considering studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.

D. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed capacity improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies.

**17.12.070 Deferral of payment of transportation impact fees.**

An applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment, per RCW 82.02.050(3), until final inspection or 18 months from the date of original building permit issuance, whichever occurs first.

Deferrals of impact fees are considered under the following conditions:

1. The applicant shall submit to the city a written request to defer the payment of an impact fee prior to issuance of the building permit.
2. To receive a deferral an applicant shall:
  - a. Submit an impact fee deferral application form for each building permit;
  - b. Grant and record at the applicant's expense a deferred impact fee lien in a form approved by the city against the property in favor of the city in the amount of the deferred impact fee that:
    - i. Includes the legal description, tax account number, and address of the property;
    - ii. Requires payment of the impact fees to the city prior to final inspection or 18 months from the date of original building permit issuance, whichever occurs first;
    - iii. Is signed by all owners of the property, with all signatures acknowledged as required for a deed and recorded in Mason County;
    - iv. Binds all successors in title after the recordation; and
    - v. Is junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.
3. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral.
4. The city shall withhold final inspection until the impact fees have been paid in full. Upon receipt of final payment of impact fees deferred under this subsection, the city shall execute a release of deferred impact fee lien for each single-family attached or detached residence for which the impact fees have been received. The applicant, or property owner at the time of release, shall be responsible for recording the lien release at his or her expense.
5. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection.
6. Any application for deferral must be submitted prior to building permit issuance. Any request not so made shall be deemed waived.

7. If impact fees are not paid in accordance with the deferral and in accordance with the term provisions established herein, the city may institute foreclosure proceedings in accordance with Chapter 61.12 RCW.

8. An applicant is entitled to defer impact fees pursuant to this section for no more than 20 single-family attached or detached home building permits per year in the city.

**17.12.080 Payment of fees.**

A. All nonresidential and multi-family developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable building permit is ready for issuance., at the rate in effect at that time. Single family residential developers pay the impact fee at the time the applicable building permit is ready for issuance, at the rate in effect at that time, but may defer the fee in accordance with Section 17.12.070. The fee paid shall be the amount contained in the yearly master fee schedule.

B. If the development is modified or conditioned in such a way as to alter the trip generation rate for the development after building permit issuance, the impact fee will be recalculated accordingly.

C. If the building permit expires through suspension or abandonment, the impact fee shall be refunded at the request of the applicant as provided in Section [17.12.110](#)(A); provided, that if the applicant re-applies for a new permit, the impact fee shall be recalculated at current rates and the amount of the impact fee already paid and not refunded may be credited toward the new impact fee.

D. Impact fees may be paid under protest in order to obtain a permit or other approval of development activity.

**17.12.090 Project list.**

A. The director shall annually review the city's comprehensive land use and transportation plan ("comprehensive plan"), capital facilities plan, and the projects outlined within the City's 6-year transportation improvement program and shall:

1. Identify each project in the comprehensive plan that is growth-related and the proportion of each such project that is growth-related;
2. Forecast the total moneys available from taxes and other public sources for road improvements over the next six years;

3. Calculate the amount of impact fees already paid; and
  4. Identify those comprehensive plan projects that have been or are being built but whose performance capacity has not been fully utilized.
- B. The director may use this information to prepare annual updates to the City's transportation improvement program, which shall comprise:
1. The projects on the comprehensive plan that are growth-related and that should be funded with forecast public moneys and the impact fees already paid;
  2. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized; and
  3. An update of the estimated costs of the projects listed.
- C. The city council shall review and approve the annual transportation improvement program.
- D. Once a capacity project is placed in the City's 6-year transportation improvement program, a fee shall be imposed on every development that impacts the project until the impact fee share of the project has been fully funded, in which case the director shall administratively remove the project from the project list.

**17.12.100 Funding of projects.**

- A. Transportation impact fees shall be placed in appropriate deposit accounts within the street's capital improvement fund.
- B. The transportation impact fees paid to the city shall be held and disbursed as follows:
1. When the city council appropriates streets capital improvement fund funds for a project on the project list, impact fees held within such fund may be used in accordance with the project list. The non-impact fee moneys appropriated for the project may comprise both the public share of the project cost and an advancement of that portion of the private share that has not yet been collected in transportation impact fees;
  2. The first money spent by the director on a project after a city council appropriation shall be deemed to be the fees from the impact fee account;

3. Fees collected after a project has been fully funded by means of one or more city council appropriations shall constitute reimbursement to the city of the public moneys advanced for the private share of the project;

4. All interest earned on transportation impact fees paid shall be retained in the account and expended for the purpose or purposes for which the transportation impact fees were imposed.

C. Projects shall be funded by a balance between transportation impact fees and other sources of public funds, and shall not be funded solely by transportation impact fees.

D. Transportation impact fees shall be expended or encumbered for a permissible use within ten years of receipt, unless there is an extraordinary or compelling reason for fees to be held longer than ten years. The finance director may recommend to the city council that the city hold fees beyond ten years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the city council. Developers may request a refund of impact fees not expended within 10-years per RCW 82.02.080.

E. The city shall prepare an annual report on the transportation impact fee account showing the source and amount of all moneys collected, earned or received and projects that were financed in whole or in part by transportation impact fees.

#### **17.12.110 Refunds.**

A. A developer shall receive a refund on request when the developer does not proceed with the development activity for which transportation impact fees were paid, and the developer shows that no transportation impact has therefore resulted; however, the impact fee administrative fee shall not be refunded.

B. If an owner appears to be entitled to a refund of transportation impact fees, the finance director shall notify the owner by any means reasonably calculated to reach the owner, and by first class mail deposited with the United States Postal Service at their last known address. The owner must submit a request for a refund to the finance director in writing within one year of the date the right to claim the refund arises or the date the notice is given, whichever is later. Any transportation impact fees that are not expended or encumbered within the time limitations established by this chapter, and for which no application for a refund has been made within this one-year period, shall be retained and expended on any project.

C. In the event that transportation impact fees must be refunded for any reason, they shall be refunded with interest earned to the owners as they appear of record with the Mason County assessor at the time of refund.

D. When the city seeks to terminate any or all impact fee requirements, all unexpended or unencumbered funds shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the city shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail to the last known address of claimants.

Claimants shall request refunds as in subsection B of this section. All funds available for a refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the city, but must be expended on any city projects. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated.

#### **17.12.120 Appeals.**

A developer may appeal to the hearing examiner any transportation impact fee by completing in full the notice of appeal form supplied by the public works department and paying all applicable appeal fees. Such appeals shall be filed no later than fifteen calendar days following the director's determination of applicable fees. The hearing examiner shall hold a public hearing and issues a written decision. The developer shall bear the burden of proving:

A. That the director committed material and substantial error in calculating the developer's proportionate share, as determined by an individual fee calculation or, if relevant, as set forth in the fee schedule, or in granting credit for the benefit factors; or

B. That the director's decision was based on data that was materially and substantially incorrect and which, therefore, necessarily resulted in an erroneous decision.

#### **17.12.130 Relationship to SEPA.**

A. All development shall be subject to environmental review pursuant to SEPA and other applicable city ordinances and regulations.

B. Payment of the impact fee shall constitute satisfactory mitigation of those transportation impacts related to the specific improvements identified within the city's TIP.

C. Further mitigation in addition to the impact fee shall be required for identified adverse impacts appropriate for mitigation pursuant to SEPA that are not mitigated by an impact fee.

D. Nothing in this chapter shall be construed to limit the city's authority to deny building permits when a proposal would result in significant adverse transportation impacts identified in an environmental impact statement and reasonable mitigation measures are insufficient to mitigate the identified impact. (Ord. 1733-1008 § 1 (part), 2009)

**17.12.140 Relationship to concurrency.**

Neither compliance with this chapter or the payment of any fee hereunder shall constitute a determination of concurrency under Chapter [17.07](#).

**Section 3:** Effective date. This Ordinance shall take effect and be in force five days after passage and publication, as required by law.

Passed by the City Council at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2024.

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

ATTEST:

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

## ORDINANCE NO. 2020-0224

### AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING CHAPTER 12.36 AND REPEALING AND REPLACED CHAPTER 17.12 OF THE SHELTON MUNICIPAL CODE, RELATED TO TRANSPORTATION RELATED DEVELOPMENT CHARGES

WHEREAS, in 2015, the Shelton City Commission adopted an ordinance allowing developers in the City's Neighborhood Residential zone to pay a frontage improvement charge (FIC) in lieu of installing frontage improvements; and

WHEREAS, the FIC helps keep development costs reasonable and ensures the orderly construction of frontage and roadway improvements, while avoiding improvements that do not connect or serve no purpose, such as "sidewalks to nowhere;" and

WHEREAS, in 2016, the City Commission zeroed out the FIC; and

WHEREAS, the City Council intends to start collecting the FIC, and desires to make amendments to the chapter of the Shelton Municipal Code that authorizes it (Chap. 12.36); and

WHEREAS, Chap. 17.12 SMC, pertaining to transportation impact fees, is in need of significant changes to clarify its provisions and to ensure consistency with current state law.

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

**Section 1:** Chapter 12.36 SMC, pertaining to frontage improvement charges, is amended as follows:

#### **12.36.010 Applicability.**

The provisions of this chapter shall apply to new development and substantial remodel projects in the neighborhood residential (NR) zone. **Developments shall install frontage improvements as required by the city's public works design and construction standards, which are incorporated by reference.** In accordance with the city's public works design and construction standards, applicable projects may pay the frontage improvement charge (FIC) in lieu of installing full frontage improvements. (Ord. 1870-0415 § 1 (part), 2015)

#### **12.36.020 FIC—Base fee.**

A. A base fee for the FIC (fee in lieu of construction charge) for frontage improvement items shall be established in the City's master fee schedule. Cost for additional required street improvement items not shown in the master fee schedule shall be determined by the City Engineer. ~~of zero dollars per lineal foot of frontage is established for 2016, for the FIC.~~

B. Effective January 1st of subsequent years, the FIC shall be adjusted based on the October to ~~October~~ September change in the Construction Cost Index for the Seattle area as published by Engineering News-Record.

C. The base fee will be applied to all eligible projects identified in ~~conformance with~~ Sections ~~2.100, 2.160.G, and 2.165~~ of the current "City of Shelton Design and Construction Standards."

#### **12.36.030 Use of FIC funds.**

A. FIC, once collected, shall be placed in an appropriate deposit account within the capital improvement fund.

B. FIC revenues shall be held and disbursed as follows:

1. FIC revenues shall be used for costs incurred on capital projects for the design, construction, and improvement of gravel roads, alleys, pedestrian and nonmotorized improvements, including capitalized repair and maintenance, when such improvements are part of a project identified in the annual six-year capital plan or six-year transportation improvement program.

2. Priority for funds shall be given to projects that improve conditions on "critical pedestrian routes" as shown on the current "critical pedestrian route" map included in the "City of Shelton Design and Construction Standards."

3. Public works shall prepare an annual report to the council on the FIC showing all sources and amounts of revenue collected and projects for which funds were expended.

**Section 2.** Chap. 17.12 SMC, pertaining to transportation impact fees, is repealed in its entirety and replaced with the following:

#### **Chapter 17.12**

#### **TRAFFICTRANSPORTATION IMPACT FEES**

**17.12.010 Authority and purpose.**

**17.12.015 Definitions.**

**17.12.020 Applicability.**

**17.12.030 Geographic scope.**

**17.12.040 Imposition of transportation impact fees.**

**17.12.050 Fee schedules and establishment of service area.**

**17.12.060 Calculation of impact fees.**

**17.12.070 Deferral of payment of transportation impact fees.**

- 17.12.0780** Payment of fees.
- 17.12.0890** Project list.
- 17.12.090100** Funding of projects.
- 17.12.100110** Refunds.
- 17.12.110120** Appeals.
- 17.12.120130** Relationship to SEPA.
- 17.12.130140** Relationship to concurrency.
- ~~17.140 Necessity of compliance~~

#### **17.12.010 Authority and purpose.**

A. This chapter is enacted pursuant to the city's police powers, the Growth Management Act as codified in Chapter [36.70A](#) RCW, the enabling authority in Chapter [82.02](#) RCW, Chapter [58.17](#) RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA), Chapter [43.21C](#) RCW.

B. The purpose of this chapter is to:

1. Develop a ~~traffic-transportation~~ impact fee program, consistent with the Shelton comprehensive plan, for joint public and private financing of transportation improvements necessitated in whole or in part by development in the city;
2. Ensure adequate levels of transportation and transportation service within the city consistent with the comprehensive plan;
3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site transportation facilities directly necessitated by new development, in order to provide an adequate level of transportation service consistent with the comprehensive plan;
4. Ensure that the city pays its fair share of the capital costs of transportation facilities necessitated by public use of the transportation system; and
5. Ensure fair collection and administration of such impact fees.

C. The provisions of this chapter shall be liberally construed to carry out its purpose in the interests of public health, safety and welfare.

#### **17.12.015 Definitions.**

The following are definitions provided for administering the [traffic-transportation](#) impact fee. The public works director or designee shall have the authority to resolve questions of interpretation or conflicts between definitions.

A. “Adequate level of transportation service” means a system of transportation facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimum (see Chapter [17.07](#)).

B. “Capacity” means the maximum sustainable flow rate at which vehicles or persons can be expected to traverse a point or uniform segment of a lane or roadway during a specified time period, usually expressed as vehicles per hour, passengers per hour, or persons per hour.

[C. “Capital improvement program \(CIP\)” means the section of the annual city budget that contains a comprehensive list of the adopted citywide capital improvement needs, including specific multimodal transportation system improvements. The CIP is cross-referenced in the capital facilities element of the Shelton comprehensive plan and multimodal transportation system capital improvements are derived from the annually adopted six-year transportation improvement program \(TIP\).](#)

[D. “City manager” means the city manager of the City of Shelton.](#)

[EE. “Development activity” means any construction or expansion of a building, or structure, or use, or any changes in the use of land that creates additional demand and need for public transportation facilities. Development activity does not include:](#)

- [\(1\) Replacement of a structure with a new structure of the same size and use at the same site or lot when the application for a building permit for such replacement occurs within five years of the demolition or destruction of the prior structure;](#)
- [\(2\) Alterations, expansion, enlargement or remodeling, rehabilitation, or conversion of an existing dwelling unit where no additional units are created, and the use is not changed;](#)
- [\(3\) The construction of accessory residential structures that will not have an impact on Public facilities;](#)
- [\(4\) Alterations of an existing nonresidential structure that does not expand the usable space or will not create additional impacts on public facilities greater than the highest level of impact that previously has been caused by use of that structure;](#)
- [\(5\) Miscellaneous improvements, including but not limited to fences, walls, swimming pools and signs;](#)
- [\(6\) Demolition or moving a structure;](#)

(7) The reuse, remodel, tenant improvement, or change in the use of existing structures located in the downtown core, unless the owner or agent proposes new construction or expansion of the height, bulk, or footprint of existing structures.

~~DE.~~ “Director” means the director of the department of public works of the City of Shelton ~~or his/her designee.~~ The Director shall have authority to make decisions pursuant to this Chapter, including but not limited to determining whether an impact fee or exemption applies. Director decisions shall be appealable to the Hearing Examiner.

~~EG.~~ “Finance director” means the finance director of the city of Shelton or his/her designee.

~~GH.~~ “Impact fee” or “traffic transportation impact fee” means a payment of money imposed upon development approval to pay for public streets and roads needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public streets and roads, that is a proportionate share of the cost of the public streets and roads, and that is used for public streets and roads that reasonably benefit the new development. “Impact fee” does not include a reasonable permit or application fee otherwise established by city council resolution.

~~G.~~ ~~“In fill lots” or “in fill development” means residential development fully within parcels created prior to 1938, and may include a single lot or multiple lots, utilizing the lot configuration of the original subdivision, a subsequent boundary line adjustment or lot consolidation, but excludes development resulting from a replat of the subject lots. Additionally, the proposed residential development would require construction of full street improvements along the project frontage, including at a minimum a full width paved roadway section and curb.~~

~~HJ.~~ “Jurisdiction” means a municipality or county.

~~IJ.~~ “Off-site transportation road improvement” means improvement, except a frontage improvement, to an existing or proposed city road or street outside the boundaries of a development, which improvement is required or recommended in accordance with this title.

~~JK.~~ “Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development project that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements.

No improvement or facility included in the capital facilities plan or capacity project identified in the 6-year TIP approved by the city council shall be considered a project improvement.

L. “Proportionate share” means that portion of the cost of public multimodal transportation system improvements that are reasonably related to the service demands and needs of new development.

~~KM.~~ “Service area” means a geographic area defined by ordinance or intergovernmental agreement in which a defined set of public streets and roads provides service to the development within the area.

~~LN.~~ “Six-year transportation improvement program or TIP” means a subset of projects contained in the city’s capital improvement program. The TIP is a set of comprehensive street programs/projects which after a public hearing is annually adopted by the city council per RCW 35.77.010 for the purpose of advancing plans for not less than six years as a guide for carrying out the coordinated transportation/street construction program. The six-year TIP shall contain a small group of capacity projects which will be considered reasonably funded for determining transportation concurrency and impact fees. The adoption of the six-year TIP will obligate the city to actively pursue funds to implement the capacity component of the transportation improvement program as best possible with the available revenue ~~resources~~.

~~MO.~~ “System improvements” means public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

#### **17.12.030 Geographic scope.**

The boundaries within which impact fees shall be charged and collected are co-extensive with the corporate city limits, and shall include all unincorporated areas annexed to the city on and after the effective date of the ordinance codified in this chapter.

#### **17.12.040 Imposition of traffic-transportation impact fees.**

A. The director is hereby authorized to impose transportation impact fees on new development according to the provisions of this chapter. Pursuant to Section 17.12.060, impact fees are due at the time of building permit issuance at the fee in effect at that time, unless the fees are deferred in accordance with Section 17.12.070.

B. TrafficTransportation -impact fees:

1. Shall only be imposed for system improvements that are reasonably related to the new development;
2. Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development;
3. Shall be used for system improvements that will reasonably benefit the new development;
4. May be collected and spent only for system improvements which are addressed by the Shelton comprehensive plan, identifying:

~~a. Deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time;~~

~~b.~~ ba. Additional demands placed on existing public facilities by new developments; and

~~c.~~ eb. Additional public facility improvements required to serve new development;

~~d.~~ ec. A list of projects eligible for funding via traffic/transportation impact included within the TIP, which is updated annually.

~~d. A list of projects eligible for funding via traffic impact fees is attached to the ordinance codified in this section and incorporated by reference as Attachment A. Attachment A may be revised and updated on a yearly basis by the director of public works as set forth in Section 17.12.080;~~

5. Shall be collected only once for each building permit, unless changes or modifications to the building permit are proposed which result in greater direct impacts on transportation facilities than were considered when the building permit was first approved.

~~5. Shall not be imposed to mitigate the same off-site transportation facility impacts that are mitigated pursuant to any other law;~~

~~6. Shall not be collected for improvements to state transportation facilities outside the city boundaries unless the state requests such improvements and an agreement to collect such fees has been executed between the state/county and the city;~~

~~7. Shall not be collected for improvements to transportation facilities in other jurisdictions unless the affected jurisdiction requests such improvement and an interlocal agreement has been executed between the city and the affected jurisdiction for the collection of such fees;~~

~~8. Shall be collected only once for each building permit, unless changes or modifications to the building permit are proposed which result in greater direct impacts on~~

~~transportation facilities than were considered when the building permit was first approved;~~

~~9. Shall not be collected from any new or expanded city facilities, post offices or libraries; and~~

~~10. Shall not be collected for the reuse, remodel, tenant improvement, or change in the use of existing structures located in the downtown core, unless the owner or agent proposes new construction or expansion of the height, bulk, or footprint of existing structures. (Ord. 1811-1012 § 2, 2012; Ord. 1733-1008 § 1 (part), 2009)~~

#### **17.12.050 Fee schedules and establishment of service area.**

~~A. An impact fee schedule setting forth the amount of the traffic impact fees to be paid by a development is set out in Attachment B, attached to the ordinance codified in this chapter, and incorporated herein by this reference. As shown in Attachment B, for residential development, the impact fee shall start at one thousand six hundred ten dollars per equivalent residential unit (ERU) and shall increase at the rate indicated in Attachment B, until the maximum fee set forth in Attachment B is being charged and collected. As shown in Attachment B, for commercial development, that impact fee shall start at the maximum fee set forth in Attachment B.~~

A. An impact fee schedule setting forth the amount of the transportation impact fees to be paid by a development is set out in the yearly updated city master fee schedule and is incorporated herein by this reference.

~~B. The impact fee schedule of costs, as set out in Attachment B, Transportation impact fees~~ shall be updated annually at a rate adjusted in accordance with the Engineering News Record (ENR) Construction Cost Index for the Seattle area, using an October – ~~October~~ September annual measure to establish revised fee schedules effective January 1st of the subsequent year.

C. For the purpose of this chapter, the entire city shall be considered one service area.

~~D. In-fill residential development shall be exempt from traffic impact fees.~~

#### **17.12.060 Calculation of impact fees.**

A. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for right-of-way, improvement to, or new construction of any transportation system improvements provided by the developer to facilities that are identified in the capital facilities as capacity improvements in the comprehensive plan or transportation

improvement program plan and that are required by the city as a condition of approving the development activity. The determination of value shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs. The Director shall be responsible for developing and implementing policies for transportation impact fees.

B. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly, per RCW 82.02.060(6). Studies and data can be submitted by a developer requesting a fee adjustment per RCW 82.02.060(7).

C. The amount of fee to be imposed on a particular development may be adjusted by the director after considering studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.

D. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed capacity improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies.

~~E. As applies to residential development activity, the amount of the impact fee calculated pursuant to this section shall be charged for each single-family residential unit (including new accessory dwelling units), and for each dwelling unit included in a multifamily residential development (e.g., duplex, apartment, condominium, mobile home park).~~

~~F. As described in this section, the impact fees set forth in the schedule included in Attachment B, attached to the ordinance codified in this chapter, shall be the presumptive impact fees, subject to revision as required by subsections B through D of this section.~~

#### **17.12.070 Payment of fees.**

~~A. All nonresidential developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable building permit is ready for issuance. Residential developers can choose to pay the impact fee at the time the applicable building permit is ready for issuance, upon request for final building inspection, or anytime prior to requesting final building inspection. The fee paid shall be the amount calculated pursuant to Section 17.12.060.~~

~~B. All developers shall pay an impact administrative fee at the time of application for a building permit as set forth in the fee schedule adopted by resolution of the city council.~~

~~C. If the development is modified or conditioned in such a way as to alter the trip generation rate for the development after building permit issuance, the impact fee will be recalculated accordingly.~~

~~D. No nonresidential building permit shall be issued, and no residential building permit shall be finalized, until the impact fee is paid. If the building permit expires through suspension or abandonment, the impact fee shall be refunded at the request of the applicant as provided in Section 17.12.100(A); provided, that if the applicant re-applies for a new permit, the impact fee shall be recalculated at current rates and the amount of the impact fee already paid and not refunded may be credited toward the new impact fee.~~

~~E. Impact fees may be paid under protest in order to obtain a permit or other approval of development activity. (Ord. 1921-0518 (part), 2018; Ord. 1733-1008 § 1 (part), 2009)~~

### **17.12.070 Deferral of payment of transportation impact fees.**

An applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment, per RCW 82.02.050(3), until final inspection or 18 months from the date of original building permit issuance, whichever occurs first. Deferrals of impact fees are considered under the following conditions:

1. The applicant shall submit to the city a written request to defer the payment of an impact fee prior to issuance of the building permit.

2. To receive a deferral an applicant shall:

a. Submit an impact fee deferral application form for each building permit;

b. Grant and record at the applicant's expense a deferred impact fee lien in a form approved by the city against the property in favor of the city in the amount of the deferred impact fee that:

i. Includes the legal description, tax account number, and address of the property;

ii. Requires payment of the impact fees to the city prior to final inspection or 18 months from the date of original building permit issuance, whichever occurs first;

iii. Is signed by all owners of the property, with all signatures acknowledged as required for a deed and recorded in Mason County;

iv. Binds all successors in title after the recordation; and

v. Is junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

3. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral.

4. The city shall withhold final inspection until the impact fees have been paid in full. Upon receipt of final payment of impact fees deferred under this subsection, the city shall execute a release of deferred impact fee lien for each single-family attached or detached residence for which the impact fees have been received. The applicant, or property owner at the time of release, shall be responsible for recording the lien release at his or her expense.

5. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection.

6. Any application for deferral must be submitted prior to building permit issuance. Any request not so made shall be deemed waived.

7. If impact fees are not paid in accordance with the deferral and in accordance with the term provisions established herein, the city may institute foreclosure proceedings in accordance with Chapter 61.12 RCW.

8. An applicant is entitled to defer impact fees pursuant to this section for no more than 20 single-family attached or detached home building permits per year in the city.

**17.12.0780 Payment of fees.**

A. All nonresidential and multi-family developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable building permit is ready for issuance, at the rate in effect at that time. Residential developers can choose to pay the impact fee at the time the applicable building permit is ready for issuance, upon request for final building inspection, or anytime prior to requesting final building inspection. The fee paid shall be the amount calculated pursuant to Section 17.12.060. Single family residential developers pay the impact fee at the time the applicable building permit is ready for issuance, at the rate in effect at that time, but may defer the fee in accordance with Section 17.12.070. The fee paid shall be the amount contained in the yearly master fee schedule.

~~B. All developers shall pay an impact administrative fee at the time of application for a building permit as set forth in the fee schedule adopted by resolution of the city council.~~

CB. If the development is modified or conditioned in such a way as to alter the trip generation rate for the development after building permit issuance, the impact fee will be recalculated accordingly.

~~DC. No nonresidential building permit shall be issued, and no residential building permit shall be finalized, until the impact fee is paid.~~ If the building permit expires through suspension or abandonment, the impact fee shall be refunded at the request of the applicant as provided in Section ~~17.12.100~~110(A); provided, that if the applicant re-applies for a new permit, the impact fee shall be recalculated at current rates and the amount of the impact fee already paid and not refunded may be credited toward the new impact fee.

D. Impact fees may be paid under protest in order to obtain a permit or other approval of development activity.

**17.12.0890 Project list.**

A. The director shall annually review the city's comprehensive land use and transportation plan ("comprehensive plan"), capital facilities plan, and the projects ~~in Attachment A, attached to the ordinance codified in this chapter, and shall:~~ outlined within the City's 6-year transportation improvement program and shall:

1. Identify each project in the comprehensive plan that is growth-related and the proportion of each such project that is growth-related;
2. Forecast the total moneys available from taxes and other public sources for road improvements over the next six years;
3. Calculate the amount of impact fees already paid; and
4. Identify those comprehensive plan projects that have been or are being built but whose performance capacity has not been fully utilized.

B. The director may use this information to prepare ~~an annual draft amendment to Attachment A~~ updates to the City's transportation improvement program, which shall comprise:

1. The projects on the comprehensive plan that are growth-related and that should be funded with forecast public moneys and the impact fees already paid;
2. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized; and
3. An update of the estimated costs of the projects listed.

~~C. The city council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall by separate ordinance establish the annual Attachment A, by adopting, with or without modification, the director's draft list.~~

C. The city council shall review and approve the annual transportation improvement program.

~~D. Once a project is placed on Attachment A, a fee shall be imposed on every development that impacts the project until the project is removed from the list by one of the following means:~~

~~1. The city council by ordinance removes the project from Attachment A, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to the traffic impacts of development that have paid an impact fee; provided, that a refund shall not be necessary if the council transfers the fees to the budget of another project that the city council determines will mitigate essentially the same traffic impacts; or~~

~~2. The impact fee share of the project has been fully funded, in which case the director shall administratively remove the project from the project list. (Ord. 1921-0518 (part), 2018; Ord. 1733-1008 § 1 (part), 2009)~~

D. Once a capacity project is placed in the City's 6-year transportation improvement program, a fee shall be imposed on every development that impacts the project until the impact fee share of the project has been fully funded, in which case the director shall administratively remove the project from the project list.

#### **17.12.090100 Funding of projects.**

A. Traffic-Transportation impact fees shall be placed in appropriate deposit accounts within the street's capital improvement fund.

B. The traffic transportation-impact fees paid to the city shall be held and disbursed as follows:

~~1. The traffic impact fees collected shall be deposited in accordance with subsection A of this section;~~

21. When the city council appropriates streets capital improvement fund funds for a project on the project list, impact fees held within such fund may be used in accordance with the project list. The non-impact fee moneys appropriated for the project may comprise both the public share of the project cost and an advancement of that portion of the private share that has not yet been collected in traffic transportation-impact fees;

32. The first money spent by the director on a project after a city council appropriation shall be deemed to be the fees from the impact fee account;

[43.](#) Fees collected after a project has been fully funded by means of one or more city council appropriations shall constitute reimbursement to the city of the public moneys advanced for the private share of the project;

[54.](#) All interest earned on [traffic transportation](#) impact fees paid shall be retained in the account and expended for the purpose or purposes for which the transportation impact fees were imposed.

C. Projects shall be funded by a balance between [traffic transportation](#) impact fees and other sources of public funds, and shall not be funded solely by [traffic transportation](#) impact fees.

D. Transportation impact fees shall be expended or encumbered for a permissible use within ten years of receipt, unless there is an extraordinary or compelling reason for fees to be held longer than ten years. The finance director may recommend to the city council that the city hold fees beyond ten years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the city council. [Developers may request a refund of impact fees not expended within 10-years per RCW 82.02.080.](#)

E. The city shall prepare an annual report on the [traffic transportation](#) impact fee account showing the source and amount of all moneys collected, earned or received and projects that were financed in whole or in part by [traffic transportation](#) impact fees.

#### **17.12.1010 Refunds.**

A. A developer shall receive a refund on request when the developer does not proceed with the development activity for which [traffic transportation](#) impact fees were paid, and the developer shows that no [traffic transportation](#) impact has therefore resulted; however, the impact fee administrative fee shall not be refunded.

B. If an owner appears to be entitled to a refund of [traffic transportation](#) impact fees, the finance director shall notify the owner [by any means reasonably calculated to reach the owner, and](#) by first class mail deposited with the United States Postal Service at their last known address. The owner must submit a request for a refund to the finance director in writing within one year of the date the right to claim the refund arises or the date the notice is given, whichever is later. Any transportation impact fees that are not expended or encumbered within the time limitations established by this chapter, and for which no application for a refund has been made within this one-year period, shall be retained and expended on any project.

C. In the event that [traffic transportation](#) impact fees must be refunded for any reason, they shall be refunded with interest earned to the owners as they appear of record with the Mason County assessor at the time of refund.

D. When the city seeks to terminate any or all impact fee requirements, all unexpended or unencumbered funds shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the city shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail to the last known address of claimants.

Claimants shall request refunds as in subsection B of this section. All funds available for a refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the city, but must be expended on any city projects. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated.

#### **17.12.1120 Appeals.**

~~Pursuant to Chapter 2.36, a~~ A developer may appeal to the hearing examiner any [traffic transportation](#) impact fee by completing in full the notice of appeal form supplied by the public works department and paying all applicable appeal fees. Such appeals shall be filed no later than fifteen calendar days following the ~~developer's payment of the full impact fee.~~ director's determination of applicable fees. ~~To perfect the appeal, the developer must fully complete the notice of appeal form supplied by the public works department and provide the same to the city clerk.~~ The hearing examiner shall hold a public hearing and issues a written decision. ~~pursuant to Chapter 2.36.~~ The developer shall bear the burden of proving:

A. That the director committed material and substantial error in calculating the developer's proportionate share, as determined by an individual fee calculation or, if relevant, as set forth in the fee schedule, or in granting credit for the benefit factors; or

B. That the director's decision was based on data that was materially and substantially incorrect and which, therefore, necessarily resulted in an erroneous decision.

#### **17.12.1230 Relationship to SEPA.**

A. All development shall be subject to environmental review pursuant to SEPA and other applicable city ordinances and regulations.

B. Payment of the impact fee shall constitute satisfactory mitigation of those ~~traffic transportation~~ impacts related to the specific improvements ~~on the project list (see Attachment A attached to the ordinance codified in this section)~~ identified within the city's TIP.

C. Further mitigation in addition to the impact fee shall be required for identified adverse impacts appropriate for mitigation pursuant to SEPA that are not mitigated by an impact fee.

D. Nothing in this chapter shall be construed to limit the city's authority to deny building permits when a proposal would result in significant adverse transportation impacts identified in an environmental impact statement and reasonable mitigation measures are insufficient to mitigate the identified impact. (Ord. 1733-1008 § 1 (part), 2009)

**~~17.12.140 Necessity of compliance.~~**

~~A building permit issued after the effective date of the ordinance codified in this chapter shall be null and void if issued without substantial compliance with this chapter by the department, the approving authority and the director.~~

**17.12.1340 Relationship to concurrency.**

Neither compliance with this chapter or the payment of any fee hereunder shall constitute a determination of concurrency under Chapter 17.07.

**Section 3:** Effective date. This Ordinance shall take effect and be in force five days after passage and publication, as required by law.

Passed by the City Council at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2024.

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

ATTEST:

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



## POLICY AND PROCEDURE

**SUBJECT:**  
Transportation Impact Fees

**GROUP:**  
Public Works

**POLICY NO:**  
1000-01

**EFFECTIVE DATE:**  
March 2024

**SUPERSEDES:**

**PREPARED BY:**  
Jay Harris

**APPROVED BY:**  
Mark Ziegler

### 1.0 PURPOSE:

The purpose of this policy is to establish guidelines for assessing and collecting Transportation Impact Fees (TIF).

### 2.0 DEPARTMENTS AFFECTED:

Public Works, Community Development, Finance

### 3.0 REFERENCES:

*Shelton Municipal Code Chapter 17.12, Transportation Impact Fees*

*RCW 82.02.50 to 82.02.100, Impact Fees*

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

### 4.0 DEFINITION:

Transportation Impact Fee (TIF) –

Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site transportation facilities directly necessitated by new development, to provide an adequate level of transportation service consistent with the comprehensive plan.

## **5.0 PROCEDURE:**

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

## **5.2** Applicability

- A. TIF's for sewer, water, reclaimed water, and stormwater shall be assessed per the prior referenced section of the Shelton Municipal Code and RCWs, and the latest City Council adopted Master Fee Schedule.
- B. Historic aerial photographs, change of occupancy permits, prior building permits, and the City's utility billing files will be used to determine prior use of structures and/or date a structure was removed, to determine the level of the "Development Activity" in Section 17.12.015.D.
- C. Provisions in RCW 39.92.040, Transportation Impact Fees, don't apply as the City is not in a growth management act (GMA) County.

## **5.3** Assessment Procedures

- A. TIF's will be paid upon the City's issuance of the building permit per SMC 17.12.080 at the rate in effect at the time of issuance.
- B. Single family home TIF deferment applications shall follow the process outlined in 17.12.070.
- C. Revenue from TIF will be held in reserve in the Capital Resources fund. The SDC revenue will be designated for capital construction projects that provide system capacity per the 6-year TIP. The City Financial Services Department will track the expenditures, revenues, reserves, and any required annual reporting.

## **5.4** SDC Credit Methodology

- A. If an applicant, as a condition of development approval, is required to build a qualified transportation improvement (refer to SMC 17.12.040 & SMC 17.12.090) a TIF credit shall be given, upon the applicant's written request, for the cost of the improvement.
- B. A transportation impact fee credit shall not exceed the fee otherwise payable, per SMC 17.12.060.
- C. The applicant shall have the burden of demonstrating that a particular improvement qualifies for credit under this subsection. This will include the following:
  - 1. Submission of a completed Preliminary TIF credit application form with the first civil construction plan review application with the City.
  - 2. The application shall include engineered stamped written report(s), exhibits of applicable Civil design plans/profiles, transportation comprehensive plan findings, 6-year TIP project lists, line-item engineer's construction cost estimate, how to proportion the issued credits for multi-unit and multi-phase developments, and other applicable items as determined by the City Engineer.

3. The preliminary application is reviewed by the City Engineer and preliminary approval is issued by the City Engineer, Public Works Director, Community Development Director, and City Manager, concurrent with the issuance of the final approved Civil Plans and construction permit(s) for the project.
- D. The request for Final TIF credit(s) shall be filed in writing by the applicant using the City Final TIF Credit Application Form, no later than 60 days after acceptance of the transportation improvements by the City. Final TIF credits issued by the City shall be based on the final/actual construction costs, as identified on an updated line-item cost estimate. Engineering, surveying, inspection, construction management, testing, outside consultant, and overhead costs shall be included in the final cost estimate and shall not exceed 15% of the final construction costs. Once the final TIF credit application is approved by the City, a TIF credit voucher is forwarded to the City Building Department for attachment to eligible lots in the City permitting system.
- E. Credits shall not be transferable between separate development projects.
- F. The applicant or successor shall have responsibility for claiming credits as the development progresses. Credits shall be used within ten years from the date the credit is given. The City shall not refund unused or expired credits.

## Master Fee Schedule

### Transportation Impact Fee Schedule - 2024

| Land Uses                              | ITE Land Use Code | Unit of Measure    | Basic Trip Rate PM Peak Trips/Unit <sup>(1)</sup> | New Trips Percent | New Trip Rate <sup>(2)</sup> | Fee Per Unit <sup>(3)</sup> |
|--|-------------------|--------------------|---|-------------------|------------------------------|-----------------------------|
| Cost per New Trip Generated:           |                   |                    |   |                   |                              | <b>\$4,654.57</b>           |
| <b>Residential</b>                     |                   |                    |   |                   |                              |                             |
| Single Family (Detached)               | 210               | dwelling           | 1.01  | 100%              | 1.01                         | \$4,701.11                  |
| Multifamily – Apartment                | 220               | dwelling           | 0.62  | 100%              | 0.62                         | \$2,885.83                  |
| Low-Rise Apartment (1-2 Floors)        | 221               | occupied dwelling  | 0.58  | 100%              | 0.58                         | \$2,699.65                  |
| Multifamily – Condominium/Townhouse    | 230               | dwelling           | 0.52  | 100%              | 0.52                         | \$2,420.37                  |
| Mobile Home Park                       | 240               | dwelling           | 0.59  | 100%              | 0.59                         | \$2,746.19                  |
| Senior Adult Housing – Detached        | 251               | dwelling           | 0.26  | 100%              | 0.26                         | \$1,210.19                  |
| Senior Adult Housing – Attached        | 252               | occupied dwelling  | 0.11  | 100%              | 0.11                         | \$512.00                    |
| Congregate Care                        | 253               | dwelling           | 0.17  | 100%              | 0.17                         | \$791.28                    |
| Assisted Living                        | 254               | bed                | 0.22  | 100%              | 0.22                         | \$1,024.00                  |
| Recreational Homes                     | 260               | dwelling           | 0.26  | 100%              | 0.26                         | \$1,210.19                  |
| <b>Industrial</b>                      |                   |                    |   |                   |                              |                             |
| Light Industrial                       | 110               | 1,000 sf GFA       | 0.98  | 100%              | 0.98                         | \$4.56                      |
| Industrial Park                        | 130               | 1,000 sf GFA       | 0.86  | 100%              | 0.86                         | \$4.00                      |
| Warehousing                            | 150               | 1,000 sf GFA       | 0.47  | 100%              | 0.47                         | \$2.19                      |
| Mini-Warehouse                         | 151               | 1,000 sf GFA       | 0.26  | 100%              | 0.26                         | \$1.21                      |
| <b>Commercial-Services</b>             |                   |                    |   |                   |                              |                             |
| Hotel                                  | 310               | room               | 0.59  | 100%              | 0.59                         | \$2,746.19                  |
| Motel                                  | 320               | room               | 0.47  | 100%              | 0.47                         | \$2,187.65                  |
| Walk-in Bank (4a)                      | 911               | 1,000 sf GFA       | 33.15   | 53%               | 17.57                        | \$81.78                     |
| Drive-In Bank                          | 912               | 1,000 sf GFA       | 45.74   | 60%               | 27.44                        | \$127.72                    |
| Day Care Center                        | 565               | 1,000 sf GFA       | 13.18   | 100%              | 13.18                        | \$61.35                     |
| Quick Lubrication Vehicle Shop (4b)    | 941               | servicing position | 5.19  | 57%               | 2.96                         | \$13,777.51                 |
| Automobile Care Center (4b)            | 942               | 1,000 sf GFA       | 3.38  | 57%               | 1.93                         | \$8.98                      |
| Gasoline/Service Station               | 944               | VFP                | 13.86   | 58%               | 8.04                         | \$37,422.70                 |
| Service Station/ Minimart              | 945               | VFP                | 13.38   | 44%               | 5.89                         | \$27,415.39                 |
| Service Station/ Minimart/Carwash (4c) | 946               | VFP                | 13.33   | 44%               | 5.87                         | \$27,322.30                 |
| Carwash (4a)                           | 947               | stall              | 5.54  | 53%               | 2.94                         | \$13,684.42                 |
| Movie Theater                          | 444               | seat               | 0.07  | 100%              | 0.07                         | \$325.82                    |
| Health/Fitness Club                    | 492               | 1,000 sf GFA       | 4.05  | 100%              | 4.05                         | \$18.85                     |
| <b>Commercial-Institutional</b>        |                   |                    |   |                   |                              |                             |
| Elementary School (5)                  | 520               | 1,000 sf GFA       | n/a   | 100%              | n/a                          | n/a                         |
| Middle/Junior High School              | 522               | 1,000 sf GFA       | 1.19  | 100%              | 1.19                         | \$5.54                      |
| High School                            | 530               | 1,000 sf GFA       | 0.97  | 100%              | 0.97                         | \$4.51                      |
| Community/Junior College               | 540               | Student            | 0.12  | 100%              | 0.12                         | \$558.55                    |
| College/University                     | 550               | Student            | 0.21  | 100%              | 0.21                         | \$977.46                    |
| Church                                 | 560               | 1,000 sf GFA       | 0.66  | 100%              | 0.66                         | \$3.07                      |
| Hospital                               | 610               | 1,000 sf GFA       | 1.18  | 100%              | 1.18                         | \$5.49                      |
| Nursing Home                           | 620               | 1,000 sf GFA       | 0.42  | 100%              | 0.42                         | \$1.95                      |
| <b>Commercial-Restaurant</b>           |                   |                    |   |                   |                              |                             |
| Quality Restaurant                     | 931               | 1,000 sf GFA       | 7.49  | 80%               | 5.99                         | \$27.88                     |
| High-Turnover (Sit-down) Restaurant    | 932               | 1,000 sf GFA       | 10.92   | 57%               | 6.22                         | \$28.95                     |
| Fast Food Restaurant w/o Drive-thru    | 933               | 1,000 sf GFA       | 26.15   | 50%               | 13.08                        | \$60.88                     |
| Fast Food Restaurant with Drive-thru   | 934               | 1,000 sf GFA       | 34.64   | 50%               | 17.32                        | \$80.62                     |
| Tavern/Drinking Place                  | 936               | 1,000 sf GFA       | 11.34   | 65%               | 7.37                         | \$34.30                     |

| Land Uses                         | ITE Land Use Code | Unit of Measure | Basic Trip Rate PM Peak Trips/Unit <sup>(1)</sup> | New Trips Percent | New Trip Rate <sup>(2)</sup> | Fee Per Unit <sup>(3)</sup> |
|-----------------------------------|-------------------|-----------------|---|-------------------|------------------------------|-----------------------------|
| <b>Commercial-Office</b>          |                   |                 |   |                   |                              |                             |
| General Office Building           | 710               | 1,000 sf GFA    | 1.49  | 100%              | 1.49                         | \$6.94                      |
| Medical-Dental Office/Clinic      | 720               | 1,000 sf GFA    | 3.72  | 100%              | 3.72                         | \$17.31                     |
| <b>Commercial-Retail</b>          |                   |                 |   |                   |                              |                             |
| Retail Shopping Center            |                   |                 |   |                   |                              |                             |
| up to 49,999 sf                   | 820               | 1,000 sf GLA    | 9.98  | 50%               | 4.99                         | \$23.23                     |
| 50,000-99,999 sf                  | 820               | 1,000 sf GLA    | 6.9   | 55%               | 3.80                         | \$17.69                     |
| 100,000-199,999 sf                | 820               | 1,000 sf GLA    | 5.45  | 60%               | 3.27                         | \$15.22                     |
| 200,000-299,999 sf                | 820               | 1,000 sf GLA    | 4.58  | 65%               | 2.98                         | \$13.87                     |
| 300,000-399,999 sf                | 820               | 1,000 sf GLA    | 4.09  | 70%               | 2.86                         | \$13.31                     |
| 400,000 sf and over               | 820               | 1,000 sf GLA    | 3.75  | 75%               | 2.81                         | \$13.08                     |
| Automobile Parts Sales            | 843               | 1,000 sf GFA    | 5.98  | 57%               | 3.41                         | \$15.87                     |
| Car Sales – New/Used (4d)         | 841               | 1,000 sf GFA    | 2.64  | 75%               | 1.98                         | \$9.22                      |
| Convenience Market                | 851               | 1,000 sf GFA    | 52.41   | 39%               | 20.44                        | \$95.14                     |
| Discount Club (4e)                | 861               | 1,000 sf GFA    | 4.24  | 77%               | 3.26                         | \$15.17                     |
| Electronic Superstore             | 863               | 1,000 sf GFA    | 4.5   | 60%               | 2.70                         | \$12.57                     |
| Toy Superstore (4f)               | 864               | 1,000 sf GFA    | 4.99  | 66%               | 3.29                         | \$15.31                     |
| Furniture Store                   | 890               | 1,000 sf GFA    | 0.46  | 47%               | 0.22                         | \$1.02                      |
| Hardware/Paint Store              | 816               | 1,000 sf GFA    | 4.84  | 74%               | 3.58                         | \$16.66                     |
| Home Improvement Superstore       | 862               | 1,000 sf GFA    | 2.45  | 52%               | 1.27                         | \$5.91                      |
| Nursery/Garden Center (4d)        | 817               | 1,000 sf GFA    | 3.8   | 75%               | 2.85                         | \$13.27                     |
| Pharmacy/Drugstore w/o Drive-thru | 880               | 1,000 sf GFA    | 8.42  | 47%               | 3.96                         | \$18.43                     |
| Pharmacy/Drugstore w/Drive-thru   | 881               | 1,000 sf GFA    | 8.62  | 51%               | 4.40                         | \$20.48                     |
| Supermarket                       | 850               | 1,000 sf GFA    | 10.45   | 64%               | 6.69                         | \$31.14                     |
| Tire Store                        | 848               | 1,000 sf GFA    | 4.15  | 72%               | 2.99                         | \$13.92                     |
| Tire Superstore (4g)              | 849               | 1,000 sf GFA    | 2.11  | 72%               | 1.52                         | \$7.07                      |
| Video Rental Store (4a)           | 896               | 1,000 sf GFA    | 13.6  | 53%               | 7.21                         | \$33.56                     |
| Free-Standing Discount Superstore | 813               | 1,000 sf GFA    | 3.87  | 72%               | 2.79                         | \$12.99                     |
| Free-Standing Discount Store      | 815               | 1,000 sf GFA    | 5.06  | 83%               | 4.20                         | \$19.55                     |

Source: ITE "Trip Generation 7<sup>th</sup> Edition"

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

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

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

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

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

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

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

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



**City of Shelton**

**525 Cota Street**

**Shelton, Washington 98584**

**Master Fee Schedule-effective January 1, 2024**

**RESOLUTION NO. 1294-0923**

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

|   |  |
|---|--|
| Fee in lieu of Right of Way Chip Sealing  | \$1.25/SF  |
| Fee in lieu of Right of Way Sidewalk Addition<br>(Square Foot)                  | \$8.00/SF  |
| Fee in lieu of Right of Way AC Overlay<br>(Square Foot/inch of asphalt overlay) | \$0.33 SF/1" Overlay<br>\$0.66 SF/2" Overlay<br>\$1.00 SF/3" Overlay |
| Fee in lieu of Right of Way Curb and Gutters<br>(Per Lineal Foot)               | \$25.00/LF   |

| Priority Number | Project Name   | Project Limits              |                             | Description   | Funding Status | Federal Aid Number | Estimated Project Cost | Estimated City Contribution | Functional Class | Improvement Type      |                 |                     |                     |                     |                         |                  |                 |                         |                            |                                  |             |                    | Utilities |       |       |       |     |          |           |       | Environmental Classification | R/W Needed?<br>(Acquisition Date) |
|-----------------|--|-----------------------------|-----------------------------|---|----------------|--------------------|------------------------|-----------------------------|------------------|-----------------------|-----------------|---------------------|---------------------|---------------------|-------------------------|------------------|-----------------|-------------------------|----------------------------|----------------------------------|-------------|--------------------|-----------|-------|-------|-------|-----|----------|-----------|-------|------------------------------|-----------------------------------|
|                 |  | Beginning                   | End                         |   |                |                    |                        |                             |                  | New Construction (01) | Relocation (02) | Reconstruction (03) | Major Widening (04) | Minor Widening (05) | Other Enhancements (06) | Resurfacing (07) | New Bridge (08) | Bridge Replacement (09) | Bridge Rehabilitation (10) | Minor Bridge Rehabilitation (11) | Safety (12) | Environmental (13) | Other     | Water | Sewer | Power | Gas | Cable TV | Telephone | Other |                              |                                   |
| 1               | Western Gateway - Railroad Avenue 5640                 | 7th Street                  | Pacific Court (City Limits) | Pavement and water main replacement, storm drainage, illumination, sidewalk and ADA access                                  | S              |                    | \$4,354,580            | \$3,276,733                 | 14               |                       |                 |                     |                     |                     | 06                      | 07               |                 |                         |                            |                                  |             |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 2               | Wallace-Kneeland Blvd 5439 / Shelton Springs Road 5432 |                             |                             | Roundabout at Wallace-Kneeland and Shelton Springs  | P              |                    | \$3,022,326            | \$3,022,326                 | 16               |                       |                 |                     |                     |                     |                         |                  |                 |                         |                            |                                  | 12          |                    | 32        |       |       |       |     |          |           |       | CE                           | NO                                |
| 3               | Wallace-Kneeland Blvd 5439 / N. 13th Intersection 5435 |                             |                             | Roundabout at Wallace-Kneeland and North 13th Street  | P              |                    | \$2,736,766            | \$2,736,766                 | 16               |                       |                 |                     |                     |                     |                         |                  |                 |                         |                            |                                  | 12          |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | YES                               |
| 4               | Western Gateway - 7th Street 5426                      | Alder Street                | Cota Street                 | Roadway improvements including paving, sidewalks and ADA access, intersection improvements including signalization          | P              |                    | \$3,750,000            | \$3,750,000                 | 17               |                       |                 |                     |                     | 05                  |                         | 07               |                 |                         |                            |                                  |             |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 5               | North Shelton Interchange Upgrade                      | SR101                       | Wallace-Kneeland Blvd       | Roadway improvements including widening, channelization, intersection and SR101 NB exit ramp improvements                   | P              |                    | \$7,200,000            | \$7,200,000                 | 12               |                       |                 |                     |                     | 05                  |                         | 07               |                 |                         | 10                         |                                  | 12          |                    |           | W     | S     | P     | G   | C        | T         | O     | EIS                          | NO                                |
| 6               | Brockdale Road 5435                                    | Wallace-Kneeland Blvd       | N City Limits               | Roadway improvements including pavement stabilization, storm drainage, landscaping, sidewalk and ADA access                 | P              |                    | \$1,500,000            | \$1,500,000                 | 17               |                       |                 | 03                  |                     | 05                  | 06                      | 07               |                 |                         |                            |                                  | 12          |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 7               | Western Gateway Phase C - West Downtown                | 7th to 12th                 | Alder to Cota               | Roadway improvements including paving, illumination, sidewalks and ADA access   | P              |                    | \$2,000,000            | \$2,000,000                 | 14               |                       |                 |                     |                     |                     | 06                      | 07               |                 |                         |                            |                                  |             |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 8               | Olympic Highway North 5465                             | "K" Street                  | Wallace-Kneeland Blvd       | K Street signal upgrade and roadway improvements including pavement grinding and overlay                                    | P              |                    | \$1,800,000            | \$1,800,000                 | 14               |                       |                 | 03                  |                     |                     |                         | 07               |                 |                         |                            |                                  |             |                    |           | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 9               | Olympic Highway North 5465                             | "C" Street                  | "K" Street                  | Roadway improvements including pavement grinding, overlay, illumination, sidewalk and ADA access upgrades                   | P              |                    | \$4,000,000            | \$4,000,000                 | 14               |                       |                 | 03                  |                     |                     | 06                      | 07               |                 |                         |                            |                                  |             |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 10              | Railroad Avenue 5640                                   | 1st Street                  | 7th Street                  | Roadway improvements including pavement replacement, ADA and signal upgrades, and 14 inch water main replacement            | P              |                    | \$4,000,000            | \$400,000                   | 14               |                       |                 |                     |                     |                     |                         | 07               |                 |                         |                            |                                  | 12          |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 11              | Railroad Avenue 5640                                   | City limits                 | Deegan Road                 | Curb, gutter, sidewalk, upsize water main and extend gravity sewer. Roundabout at Railroad Ave and Deegan Road Intersection | P              |                    | \$6,000,000            | \$6,000,000                 | 16               |                       |                 | 03                  |                     | 05                  | 06                      |                  |                 |                         |                            |                                  |             |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 12              | Turner Avenue 5434                                     | 1st Street                  | Angleside Road              | Roadway improvements including paving, channelization, storm drainage, illumination & pedestrian walkway                    | P              |                    | \$1,000,000            | \$1,000,000                 | 17               |                       |                 |                     |                     |                     | 06                      | 07               |                 |                         |                            |                                  | 12          |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 13              | K Street 5461/ Northcliff Intersection 5463            |                             |                             | Sight distance improvements for pedestrian safety   | P              |                    | \$2,000,000            | \$2,000,000                 | 17               |                       |                 |                     |                     |                     | 06                      |                  |                 |                         |                            |                                  | 12          |                    |           | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 14              | Angleside Road 5426 / 7th Street                       | Cota Street                 | Turner Avenue               | Guardrail, sidewalk, ROW acquisition, pavement, storm drainage, and illumination improvements                               | P              |                    | \$3,000,000            | \$3,000,000                 | 17               |                       |                 | 03                  |                     |                     | 06                      | 07               |                 |                         |                            |                                  | 12          |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | YES                               |
| 15              | NB SR 3 reroute from 1st to Front Street               |                             |                             | Feasibility study and cost estimate   | P              |                    | \$50,000               | \$50,000                    | 12               |                       | 02              |                     |                     |                     |                         | 07               |                 |                         |                            |                                  | 12          |                    |           | W     | S     | P     | G   | C        | T         | O     | CE                           | YES                               |
| 16              | North 13th-5435/Shelton Springs Roads 5432             | N 13th                      | Shelton Springs Rd          | Roundabout to improve traffic flow and pedestrian safety and remove the NB LH turn que                                      | P              |                    | \$3,300,000            | \$3,300,000                 | 14               |                       |                 |                     |                     | 05                  | 06                      | 07               |                 |                         | 10                         |                                  |             |                    | 32        | W     | S     | P     | G   | C        | T         | O     | CE                           | NO                                |
| 0               | Systemic Safety Pedestrian Improvements                | City Wide                   |                             | RRFB at Olympic Highway North and I Street, W. Railroad Ave and 3rd St., and Olympic Highway South and Bellevue Ave         | S              | TBD                | \$1,295,000            | \$0                         | 00               |                       |                 |                     |                     |                     | 06                      |                  |                 |                         |                            |                                  | 12          |                    | 32        |       |       |       |     |          |           |       | CE                           | YES                               |
| 0               | ADA Transition Plan                                    | City Wide                   |                             | Self evaluation and plan to achieve compliance in all public use facilities   | S              |                    | \$35,000               | \$35,000                    | 00               |                       |                 |                     |                     |                     |                         |                  |                 |                         |                            |                                  | 12          |                    |           |       |       |       |     |          |           |       | CE                           | NO                                |
| 0               | Pavement Maintenance Program-Johns Praire Road         | N 13th                      | City Limits                 | Roadway improvements including pavement replacement and ADA upgrades  | P              | TBD                | \$304,585              | \$41,118                    | 00               |                       |                 |                     |                     |                     |                         | 07               |                 |                         |                            |                                  |             |                    |           |       |       |       |     |          |           |       | CE                           | NO                                |
| 0               | Transportation Improvement Plan                        | City Wide                   |                             | Update existing 2017 plan and TIF table   | P              |                    | \$100,000              | \$100,000                   | 00               |                       |                 |                     |                     |                     |                         |                  |                 |                         |                            |                                  | 12          |                    |           |       |       |       |     |          |           |       | CE                           | NO                                |
| 0               | 2021-2023 Safe Routes to School Crosswalk Improvements | City Wide                   |                             | 7th and Franklin, 9th and RR Ave, Shelton Springs Road and Huff and Puff Trail  | S              |                    | \$890,292              | \$120,189                   | 00               |                       |                 |                     |                     |                     |                         |                  |                 |                         |                            |                                  |             |                    | 32        |       |       |       |     |          |           |       | CE                           | NO                                |
| 0               | Critical Pedestrian Map                                | City Wide                   |                             | Construction cost estimate of revised map   | P              |                    | \$50,000               | \$50,000                    |                  |                       |                 |                     |                     |                     |                         |                  |                 |                         |                            |                                  |             |                    |           |       |       |       |     |          |           |       |                              |                                   |
| 0               | Former Simpson RR conversion to multiuse path          | W. Hulbert Rd Park and Ride | Kneeland Park               | Remove rails, ties and signals in the right of way at SR3, W. Hulbert Road and 7th Street                                   | S              | TBD                | \$679,000              | \$5                         | 00               |                       |                 |                     |                     |                     | 06                      |                  |                 |                         |                            |                                  | 12          |                    | 32        |       |       |       |     |          |           |       | CE                           | NO                                |

\$53,067,549    \$45,382,597

| Priority Number | Project Name   | Project Phase                      |                      |                        |                          |                               |                      |                        |                          |              |                      |                        |                          | Expenditure Schedule (\$1,000) |               |               |               |               |               |
|-----------------|--|------------------------------------|----------------------|------------------------|--------------------------|-------------------------------|----------------------|------------------------|--------------------------|--------------|----------------------|------------------------|--------------------------|--------------------------------|---------------|---------------|---------------|---------------|---------------|
|                 |  | Preliminary Engineering (Planning) |                      |                        |                          | Right-of Way (Equip Purchase) |                      |                        |                          | Construction |                      |                        |                          | Year 1 (2024)                  | Year 2 (2025) | Year 3 (2026) | Year 4 (2027) | Year 5 (2028) | Year 6 (2029) |
|                 |  | Start Date                         | Estimated Phase Cost | Outside Funding Source | Outside Contribution (%) | Start Date                    | Estimated Phase Cost | Outside Funding Source | Outside Contribution (%) | Start Date   | Estimated Phase Cost | Outside Funding Source | Outside Contribution (%) |                                |               |               |               |               |               |
| 1               | Western Gateway - Railroad Avenue 5640                 | 2020                               | \$399,446            |                        |                          |                               |                      |                        |                          | 2022         | \$4,126,134          | TIB                    | 23%                      | \$3,126                        | \$1,000       |               |               |               |               |
| 2               | Wallace-Kneeland Blvd 5439 / Shelton Springs Road 5432 | 2026                               | \$202,166            |                        |                          |                               |                      |                        |                          | 2026         | \$2,820,160          |                        |                          |                                | \$200         | \$2,820       |               |               |               |
| 3               | Wallace-Kneeland Blvd 5439 / N. 13th Intersection 5435 | 2027                               | \$202,166            |                        |                          | 2026                          | \$65,000             |                        |                          | 2028         | \$2,469,600          |                        |                          |                                |               | \$202         | \$65          | \$2,469       |               |
| 4               | Western Gateway - 7th Street 5426                      | 2027                               | \$562,500            |                        |                          |                               |                      |                        |                          | 2027         | \$3,187,500          |                        |                          |                                |               |               | \$112         | \$638         |               |
| 5               | North Shelton Interchange Upgrade                      | 2027                               | \$1,080,000          |                        |                          |                               |                      |                        |                          | 2027         | \$6,120,000          |                        |                          |                                |               |               |               | \$480         | \$2,720       |
| 6               | Brockdale Road 5435                                    | 2028                               | \$30,000             |                        |                          |                               |                      |                        |                          | 2028         | \$278,000            |                        |                          |                                |               |               |               |               |               |
| 7               | Western Gateway Phase C - West Downtown                | 2028                               | \$300,000            |                        |                          |                               |                      |                        |                          | 2029         | \$1,700,000          |                        |                          |                                |               |               |               |               |               |
| 8               | Olympic Highway North 5465                             | 2029                               | \$270,000            |                        |                          |                               |                      |                        |                          | 2030         | \$1,530,000          |                        |                          |                                |               |               |               |               |               |
| 9               | Olympic Highway North 5465                             | 2030                               | \$600,000            |                        |                          |                               |                      |                        |                          | 2030         | \$3,400,000          |                        |                          |                                |               |               |               |               |               |
| 10              | Railroad Avenue 5640                                   | 2031                               | \$600,000            |                        |                          |                               |                      |                        |                          | 2031         | \$3,400,000          |                        |                          |                                |               |               |               |               |               |
| 11              | Railroad Avenue 5640                                   | 2032                               | \$900,000            |                        |                          |                               |                      |                        |                          | 2032         | \$5,100,000          |                        |                          |                                |               |               |               |               |               |
| 12              | Turner Avenue 5434                                     | 2033                               | \$150,000            |                        |                          |                               |                      |                        |                          | 2033         | \$850,000            |                        |                          |                                |               |               |               |               |               |
| 13              | K Street 5461/ Northcliff Intersection 5463            | 2034                               | \$300,000            |                        |                          |                               |                      |                        |                          | 2034         | \$1,700,000          |                        |                          |                                |               |               |               |               |               |
| 14              | Angleside Road 5426 / 7th Street                       | 2035                               | \$450,000            |                        |                          |                               |                      |                        |                          | 2035         | \$2,550,000          |                        |                          |                                |               |               |               |               |               |
| 15              | NB SR 3 reroute from 1st to Front Street               | 2025                               | \$50,000             |                        |                          |                               |                      |                        |                          |              | \$0                  |                        |                          |                                |               |               |               |               |               |
| 16              | North 13th-5435/Shelton Springs Roads 5432             | 2036                               | \$495,000            |                        |                          |                               |                      |                        |                          | 2036         | \$2,805,000          |                        |                          |                                |               |               |               |               |               |
| 0               | Systemic Safety Pedestrian Improvements                | 2023                               | \$155,000            | LRSP                   |                          | 2024                          | \$70,000             |                        |                          | 2025         | \$1,070,000          | LRSP                   |                          | \$155                          | \$1,070       |               |               |               |               |
| 0               | ADA Transition Plan                                    | 2023                               | \$35,000             |                        |                          |                               |                      |                        |                          | 2023         |                      |                        |                          |                                |               |               |               |               |               |
| 0               | Pavement Maintenance Program-Johns Praire Road         | 2024                               | \$65,000             |                        |                          |                               |                      |                        |                          | 2025         |                      | STBG-U                 | 86.5%                    |                                |               |               |               |               |               |
| 0               | Transportation Improvement Plan                        | 2025                               | \$100,000            |                        |                          |                               |                      |                        |                          | 2026         |                      |                        |                          |                                |               |               |               |               |               |
| 0               | 2021-2023 Safe Routes to School Crosswalk Improvements | 2022                               | \$59,000             |                        |                          |                               |                      |                        |                          | 2023         | \$890,292            |                        |                          |                                |               |               |               |               |               |
| 0               | Critical Pedestrian Map                                | 2025                               | \$50,000             |                        |                          |                               |                      |                        |                          |              |                      |                        |                          |                                |               |               |               |               |               |
| 0               | Former Simpson RR conversion to multiuse path          | 2024                               | \$170,787            | Section 130            | 100.0%                   |                               |                      |                        |                          | 2024         | \$502,622            | Section 130            | 100.0%                   | \$170                          | \$502         |               |               |               |               |

## Six Year Transportation Improvement Program Definition of Information Codes

The following descriptive codes are used in the TIP program provided by WSDOT. The following is a list of the meaning of various codes used in the TIP table.

### Functional Classification

Urban (Over 5000 population)

- 00 – No Classification
- 11 – Interstate
- 12 – Freeways & Expressways
- 14 – Other Principal Arterials
- 16 – Minor Arterial
- 17 – Collector
- 19 – Local Access

### Improvement Type Codes

- |  |                                    |
|--|------------------------------------|
| 01 – New Construction on New Alignment | 08 – New Bridge Construction       |
| 02 – Relocation                        | 09 – Bridge Replacement            |
| 03 – Reconstruction                    | 10 – Bridge Rehabilitation         |
| 04 – Major Widening                    | 11 – Minor Bridge Rehabilitation   |
| 05 – Minor Widening                    | 12 – Safety/ Traffic Operation/TSM |
| 06 – Other Enhancements                | 13 – Environmentally Related       |
| 07 – Resurfacing                       | 32 – Non Motor Vehicle Project     |

### Funding Status

**S** - Project **is selected** by the appropriate selection body and **funding has been secured** by the lead agency.

**P** - Project is subject to selection by an agency other than the lead and is listed for planning purposes. (**Funding has not been determined.**)

### Utility Codes

- W – Water
- S – Sewer (other than agency-owned)
- P – Power
- G – Gas
- C – Cable TV
- T – Telephone
- O – Other

### Environmental Data Type

- EIS – Environmental Impact Statement
- EA – Environmental Assessment
- CE – Categorical Exclusion



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

Touch Date: 03/03/2024  
Brief Date: 03/19/2024  
Action Date: 04/02/2024

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

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

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

#### REVIEWED:

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

PROGRAM/PROJECT TITLE:  
**Americans with Disabilities Act  
Transition Plan**

#### ATTACHMENTS:

1. Resolution No. 1321-0224
2. Exhibit A, Transpo Work Plan and Fee Estimate
3. WSDOT ADA Transition Plan Reqt's

#### Action Requested:

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

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

The City of Shelton (City) Transition Plan (the Plan) required by the Americans with Disabilities Act (ADA) of 1990 is intended to guide the City's efforts to provide an accessible transportation system program within the City. The purpose of the Plan is to identify deficiencies in City policies, procedures, and physical assets, and to provide a path to correction of those deficiencies. The plan also provides guidance for removal of accessibility barriers. The Plan will outline progress to date and identifies steps necessary to bring the City program into compliance with ADA regulations. The Plan is intended to be a living document that will be updated regularly to track ongoing achievements toward compliance.

The minimum requirement for the scope of the ADA Transition Plan is accessibility of all curb ramps and ancillary facilities (pedestrian push buttons and pedestrian signals) within the right-of-way. In order to efficiently implement the Plan, the scope of this initial Plan is limited to addressing these facilities. That said, the City acknowledges that other impediments to accessibility exist along the pedestrian access routes (signs and power poles in the sidewalks, driveway approaches, disrepair, etc.,) and that these issues must also be addressed for a functional and accessible pedestrian system. The City intends to address these other issues with future updates to the Plan.

### 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 ADA access network.

### BUDGET/FISCAL INFORMATION:

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

### PUBLIC INFORMATION REQUIREMENTS:

All documents associated with this item can be obtained by contacting the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1321-0224 on the April 2, 2024 action agenda for the for further consideration."

**RESOLUTION NO. 1321-0224**

**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 PROVIDING THE CITY WITH A STATE MANDATED ADA TRANSITION PLAN**

**WHEREAS**, City Staff reached out to our on-call consultant roster and determined that Transpo Group as the most qualified and experienced firm to help City Staff in the development of an Americans with Disabilities Act planning document that outlines non-conformities associated with the City's transportation network and developing a plan in order to remediate these non-conformities; and

**WHEREAS**, Transpo Group has done several of these ADA Transition Plans and has the ability to aid City Staff in the development of this required element of the City's transportation system; and

**WHEREAS**, the City Council previously approved the 2024 annual budget that included an allocation of \$60,000 towards this work in order to ensure the City's competitiveness in obtaining grant resources that help the City remove these obstacles as grant funding is made available.

**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 the attached scope/fee with Transpo Engineers (On-Call Consultant), and subsequent amendments, in the completion of the ADA Transition Plan.

**INTRODUCED** on the 19<sup>th</sup> of March 2024 and **PASSED** by the City Council at its regular meeting on the 2<sup>nd</sup> of April 2024.

ATTEST:

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Mayor Onisko

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City Clerk Nault

## Exhibit A—Scope of Services, Fee & Schedule

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|                |  |     |
|----------------|--|-----|
| Client Name:   | City of Shelton                              |     |
| Project Name:  | ADA Transition Plan for Public Rights-of-Way |     |
| Exhibit Dated: | November 1, 2023                             | TG: |

The Americans with Disabilities (ADA) act of 1990 provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications. There are five titles (or parts) to the ADA, of which Title II is most pertinent to travel in the public right-of-way. This title specifies equal access to all services, programs and activities that are provided or made available by public entities.

This ADA Transition Plan for Public Right-of-Way will address the requirements of ADA Title II, Part 35, Subpart D – Program Accessibility § 35.150 (d)(3) for facilities within the public right-of-way of City of Shelton.

The plan shall, at a minimum—

- (i) Identify physical obstacles in the public program areas of the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- (ii) Describe in detail the methods that will be used to make the facilities accessible;
- (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- (iv) Indicate the official responsible for implementation of the plan.

The scope of work contained below meets all the requirements identified above.

The consultant work program is organized into the following tasks:

1. Project Management and Coordination
2. Evaluation of Existing Barrier Removal Practices
3. Stakeholder Engagement
4. Self-Assessment Data Collection
5. Implementation Schedule
6. Draft and Final Plan

### Task 1 – Project Management and Coordination

#### 1.1 Project Coordination

The consultant team project manager will coordinate with the City's project manager on a bi-weekly basis throughout the duration of the project. The coordination will address project scope/status, policy direction, budget, schedule and planned data collection efforts. Coordination will be via telephone calls, and email, as appropriate.

#### 1.2 Progress Reports and Invoices

The consultant will prepare monthly progress reports and invoices.

#### 1.3 Kick-off Meeting

Prior to initiating data collection efforts, the consultant will hold a kick-off meeting with Transpo and City staff to go over safety and communication protocols, data collection schedule, quality control processes, existing City standards and policies, and the overall project scope and schedule.

### Agency Support

- The City's project manager will regularly keep in contact with consultant team and communicate internally to City staff on progress and schedule.
- The City will facilitate engagement from partners like FHWA and WSDOT, if needed.

### **Consultant Deliverables**

- Notes, emails, or other summaries of communication.
- Monthly progress reports and invoices.

## **Task 2 – Self-Assessment Data Collection**

Data collection is the foundation of this project and will provide a clear understanding of what accessibility barriers exist and what needs to be done to remove them.

### **2.1 Public Right-of Way Self-Assessment**

Data will be collected using mobile tablets (ie: iOS, Android, etc.) and stored on a real-time cloud-based GIS database and interactive web viewer, for immediate review. Data may be collected up to 50 feet beyond the City Limits (AOI) for completeness. A draft data dictionary will be provided to the City for review and will be used as a starting point for development of the final data dictionary. The consultant team will work with the City to review and finalize the data collection data dictionary through coordination with City of Shelton staff.

The facilities to be inventoried are assumed to include 14.6 miles of sidewalk, paved trail and pedestrian pathway, including individual barriers along the sidewalk/pathway, curb ramps, pedestrian push buttons, bus stops, and marked crosswalk locations. This information was provided by City staff is an estimate only.

**Should the actual mileage of sidewalk significantly deviate from what is assumed, Transpo will coordinate with the City to adjust the scope of services, fee projection and schedule accordingly and will perform these services, upon receipt of written authorization.**

The information above is based on information provided by the City.

### **Agency Support**

- Provide existing GIS data standards and any database requirements.
- Coordination support and feedback on a best practice data collection design standard. This would include database functionality to reduce errors and optimize field collection efficiency.
- Review boundary of data collection and identify facilities within City not owned by City
- Provide:
  - Base Map and Area of Interest GIS Data
  - Most current Aerial Imagery of the City for data collection data accuracy and reference. (Preferred format in SID format)
  - Other CAD-based and GIS-based data, as needed
  - Copies of all current MEF forms and information
- Other support from City GIS Staff, as needed

### **Consultant Deliverables**

- Inventory and Barrier database will be delivered in ArcGIS Pro map package or ZIP/RAR compressed format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format with some attachments enabled, where applicable. Core metadata elements will be included such as creator, title, description, keywords, publisher, date, extents, coordination system, source, rights, and data fields with coded domain values described, where applicable. All deliverable spatial data shall be referenced to the following ArcGIS projection definition of NAD 1983 HARN State Plane Washington South FIPS 4602 (US Feet)
- Summary table of total number of existing ADA inventory assets collected by feature type.
- Interactive web map viewer of ADA Inventory Data Collection. During the duration of the project, a plan will be written on how to migrate the web map viewer and GIS database to the City's current GIS infrastructure.

## **Task 3 – Stakeholder Engagement Support**

### **3.1 Stakeholder Engagement Support**

In order to support the development of the ADA transition plan and provide a robust and inclusive outreach process, the consultant will assist the City in the following areas:

- Development of an online open house including a website, online survey, mapping tool, paper project flyer and social media graphic to be used in promoting the online event. Results of the online survey and mapping tool will be summarized in the transition plan document and used as input into the prioritization of facilities.

It is assumed the City will lead all promotion activities and actively seek out and notify the intended target audience. The target audiences for outreach could include:

- General Public
- Federal/State oversight agencies
- Social Service organizations
- Education providers
- Individuals/organizations representing individuals with disabilities

### **3.2 Grievance Policy**

Transpo will review the City's current grievance policy and provide recommendations based on national best practices. These recommendations will be submitted to the City for review and upon receipt of comments, Transpo will finalize.

#### ***Agency Support***

- *Provide support staff as necessary*
- *Assist with reaching out to individuals with limited mobility, vision, and hearing, as well as groups that work with those individuals including schools and social service providers*
- *Support in the development of the online public meeting*
- *Designation of webpage on City's website for ADA transition plan.*
- *Review of Grievance Policy recommendations*

#### ***Consultant Deliverables***

- *Development of content for an online open house and survey*
- *Draft and Final Grievance Policy recommendations.*
- *Summary of outreach including summary of all outreach efforts including the focus group as well as a summary of comments received.*

### **Task 4 – Evaluation of Existing Barrier Removal Practices**

This task evaluates how barriers in the public right of way and City facilities are currently removed and identifies changes to standards, policies, and practices relative to accessibility laws and nationally recognized best practices. In particular, the City's Municipal Code, Comprehensive Plan, and Standard Details and Construction Requirements will be reviewed. Standards and Guidelines to be considered include, but are not limited to:

- The Access Board's 2010 ADA Accessibility Standards (ADAAS).
- The Access Board's most recent, Revised Draft Public Right-of-Way Accessibility Guidelines (PROWAG).
- National Cooperative Highway Research Program (NCHRP) Report 20-7 (232), ADA Transition Plans: A Guide to Best Management Practices.

#### **Agency Support**

- Provide input on and documentation of existing standards, practices, and policies related to accessibility.

#### ***Consultant Deliverables***

- Summary of existing barrier removal methods and recommended changes. Removal methods are anticipated to include recommended changes to the City's standards and may include recommended changes to other City policies and practices as identified during Task 2.

## **Task 5 – Implementation Schedule**

Transpo will coordinate with the City to develop a transition schedule for barrier removal. Developing a transition schedule is a key requirement of all ADA transition plans requiring more than a year to implement. Effective plans prioritize removal of high impact barriers in a systematic manner through prioritization of barrier removal, a multiyear schedule, identification of funding streams, planning level cost estimates, and establishment of a monitoring system.

The consultant team will identify methods in which barriers within the public right-of-way will be removed. This will identify ways in which the City has already been working to remove barriers. It will also identify ways in which private development, pavement overlay projects, roadway widening, roadway reconstruction, maintenance, signal upgrades or other physical changes to the right-of-way will be required to address barriers. Suggestions for coordinating these improvements with other improvements and funding programs will also be outlined.

The development of the transition schedule will include the prioritization of barriers. Prioritization of barriers will include input from stakeholders, multi-criteria analysis of the severity of each individual barrier, and multi-criteria GIS spatial analysis of the location of each barrier. Data collected in the self-assessment task will be used to prioritize each barrier.

The implementation schedule will be informed by planning level cost estimates and dedicated funding resources, as well as leveraging related funding resources. ADA barriers are often removed by existing programs, and these activities will be highlighted.

Finally, Transpo will assist in the development of a comprehensive WebGIS based monitoring procedure. This procedure will build upon the GIS data collected in the self-assessment task and identify how that database will be efficiently maintained moving forward. It will help the City clearly communicate, track and report progress in the future.

### **Agency Support**

- Identification of City (primarily based on input from disabled community) priorities around barrier removal.
- GIS data such as parks, schools, bus stops, functional class, public facilities, community destinations, etc., as available.
- Provide current 6 Year TIP and Annual Construction Plan and information about other funding streams.

### **Consultant Deliverables**

- Draft/Final criteria to guide prioritization of barrier removal, and will incorporate the priorities identified from the disabled community at the various public outreaches, online, forum, etc.
- Implementation schedule for barrier removal, including a list of the highest priority projects.
- Planning level cost estimates for barrier removal.
- Prioritization map data for public right-of-way will be delivered in GIS map package format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format where at all possible or at minimum ESRI shapefile. Deliverables shall include a ArcGIS Pro map package with files containing functioning sources pointing to all mapped layers and associated geodatabase.
- Interactive web map viewer of prioritization analysis of barriers in public right-of-way, during the duration of the project, with a plan about how to migrate the web map viewer and GIS database to the City's infrastructure. The web map viewer will be built as the project progresses and document data collection, and results of prioritization process including displaying of prioritization scores for each feature in terms of severity, proximity to high priority land uses, and combined scores. The interactive web map viewer shall be built in ArcGIS Online technology. Transpo will work closely with existing GIS staff on a plan to transfer to the City account prior to project closeout.

- Unit cost assumptions for planning level cost estimates.

## **Task 6 – Draft and Final Plan**

This task includes development of a targeted, accessible and easy-to-understand document. Deliverables from other tasks including memos, maps, and tables will be adapted and consolidated into a single coherent document. The document will be clearly structured to meet the requirements of ADA Title II. Best practices will be integrated and highlighted throughout the plan and suggestions from partner agencies will be included.

In addition to the self-assessment and implementation schedule, there are various changes to City procedures, communication protocols and staffing that are required as part of an ADA transition plan. Although these changes will be completed internally by the City, they have been added to ensure all required elements of the transition plan are reflected within the scope of work. Per ADA Title II Part 35, Subpart D – Program Accessibility § 35.150 (d)(3) ADA Transition Plans must include:

- Identification of an “ADA Coordinator”
- Development of protocols to ensure information is accessible

The consultant team will provide guidance on best practices. This could include providing guidance on who should be the ADA Coordinator, how to provide barrier information in an accessible manner, and guidance on technical requirements/ sample protocols for information accessibility.

### ***Agency Support***

- Provide direction on draft plan including two rounds of comments/edits of draft plan.
- The City will identify an ADA coordinator
- Provide City specific GIS mapping template to be used for maps and figures, if desired.

### ***Consultant Deliverables***

- Draft transition plan including two rounds of edits. The draft and Final transition plan will be delivered in time for review and edit, along with presentation to the City Council.
- Final transition plan in PDF, and Microsoft Word formats. Final transition plan will be stamped and signed by a licensed engineer in the State of Washington.
- Transition plan map data will be delivered in GIS map package format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format where at all possible or at minimum ESRI shapefile. Deliverables shall include a GIS map package using ArcGIS Pro, containing functioning sources pointing to all mapped layers and associated geodatabase. A x-y feature only (points and polylines) version of map data can be converted to a .DWG CAD-based format without attributes, if desired.



## Cost Estimate Worksheet

Number / Project Name  
**Shelton ADA Transition Plan**

Pay rates are effective from May 1, 2023 through April 26, 2024, within the ranges shown in the attachment.  
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

|                | Project Manager | Quality Control | Project Engineer | Analyst  | GIS Manager | GIS Technician | Field Technician | Graphics | Project Admin |
|----------------|-----------------|-----------------|------------------|----------|-------------|----------------|------------------|----------|---------------|
| initials       | RP              | PBL             | MW               | JH2      | BGS         | NEJ            | CAR              | CD       | AMC           |
| labor category | Prin L7         | Prin L7         | Eng L4           | AnyL L1  | AnyL 5      | Tech L3        | Tech L1          | PA L4    | PA L5         |
| cost rate      | \$265.00        | \$295.00        | \$185.00         | \$135.00 | \$205.00    | \$145.00       | \$120.00         | \$155.00 | \$190.00      |

### Labor:

|    | Work Task  |    |   |   |    |    |    |   |   | Hours | Cost     |
|----|--|----|---|---|----|----|----|---|---|-------|----------|
| 1  | Project Management                               |    |   |   |    |    |    |   |   | 0     | \$0      |
| 2  | --Project Coordination                           | 12 |   |   | 12 |    |    |   |   | 24    | \$5,640  |
| 3  | --Progress Reports and Invoices                  | 3  |   |   |    |    |    |   | 3 | 6     | \$1,365  |
| 4  | --Kick-off Meeting                               | 2  |   |   | 2  | 2  |    |   |   | 6     | \$1,230  |
| 5  | Self Assessment Data Collection                  |    |   |   |    |    |    |   |   | 0     | \$0      |
| 6  | --Public ROW Assessment                          |    |   |   | 4  | 40 | 60 |   |   | 104   | \$13,820 |
| 7  | Stakeholder Engagement Support                   |    |   |   |    |    |    |   |   | 0     | \$0      |
| 8  | --Engagement Support                             | 2  |   | 4 |    |    |    | 4 |   | 10    | \$1,690  |
| 9  | --Grievance Policy                               | 2  |   | 4 | 4  |    |    |   |   | 10    | \$1,810  |
| 10 | Evaluation of Existing Barrier Removal Practices | 4  |   | 4 | 4  |    |    |   |   | 12    | \$2,340  |
| 11 | Implementation Schedule                          | 8  |   | 8 | 8  | 60 |    |   |   | 84    | \$13,380 |
| 12 | Draft and Final Plan                             | 16 | 8 | 8 | 60 | 24 |    |   |   | 116   | \$19,660 |
| 13 |  |    |   |   |    |    |    |   |   | 0     | \$0      |
| 14 |  |    |   |   |    |    |    |   |   | 0     | \$0      |
| 15 |  |    |   |   |    |    |    |   |   | 0     | \$0      |
| 16 |  |    |   |   |    |    |    |   |   | 0     | \$0      |
| 17 |  |    |   |   |    |    |    |   |   | 0     | \$0      |
| 18 |  |    |   |   |    |    |    |   |   | 0     | \$0      |
| 19 |  |    |   |   |    |    |    |   |   | 0     | \$0      |
| 20 |  |    |   |   |    |    |    |   |   | 0     | \$0      |

|                    |                 |                |                |                 |                |                 |                |              |              |            |                 |
|--------------------|-----------------|----------------|----------------|-----------------|----------------|-----------------|----------------|--------------|--------------|------------|-----------------|
| <b>Total Hours</b> | <b>49</b>       | <b>8</b>       | <b>24</b>      | <b>80</b>       | <b>18</b>      | <b>126</b>      | <b>60</b>      | <b>4</b>     | <b>3</b>     | <b>372</b> |                 |
| <b>Labor Costs</b> | <b>\$12,985</b> | <b>\$2,360</b> | <b>\$4,440</b> | <b>\$10,800</b> | <b>\$3,690</b> | <b>\$18,270</b> | <b>\$7,200</b> | <b>\$620</b> | <b>\$570</b> |            | <b>\$60,935</b> |

### Reimbursable Expenses:

| Item                               | Reimburs. Cost |
|------------------------------------|----------------|
| 1 Application                      |                |
| 2 Business Meals                   | \$300          |
| 3 Mileage                          | \$250          |
| 4 Miscellaneous                    |                |
| 5 Models/Renderings/Photos         |                |
| 6 Parking                          |                |
| 7 Records Filing                   |                |
| 8 Registrations                    |                |
| 9 Reproductions                    |                |
| 10 Shipping/Courier                |                |
| 11 Specialty Software              |                |
| 12 Supplies                        |                |
| 13 Traffic Accident Data           |                |
| 14 Traffic Count Vendors           |                |
| 15 Travel, Hotel, Taxi, & Air Fare | \$428          |

|                                  |                |
|----------------------------------|----------------|
| <b>Sub Total</b>                 | <b>\$978</b>   |
| <b>Total (Cost + 15 percent)</b> | <b>\$1,125</b> |

### Subconsultants:

| Firm                             | Subs. Cost |
|----------------------------------|------------|
| 1 Subconsultant A                |            |
| 2 Subconsultant B                |            |
| 3 Subconsultant C                |            |
| 4 Subconsultant D                |            |
| 5 Subconsultant E                |            |
| <b>Sub Total</b>                 | <b>\$0</b> |
| <b>Total (Cost + 15 percent)</b> | <b>\$0</b> |

|                       |                 |
|-----------------------|-----------------|
| <b>TOTAL ESTIMATE</b> | <b>\$62,100</b> |
|-----------------------|-----------------|

# **WSDOT ADA / 504 Transition Plan for Public Rights of Way and Ferries**

**Prepared by:**

**Larry Watkinson, ADA Compliance Manager**

**Paige Lemcke, ADA Title II Specialist**

***(April 2018)***

## **Title VI Notice to Public**

It is Washington State Department of Transportation policy to ensure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his or her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity. For additional information regarding Title VI complaint procedures and/or information regarding our nondiscrimination obligations, please contact the Title VI coordinator within the Office of Equal Opportunity by calling 360-705-7090.

## **Americans with Disabilities Act (ADA) Information**

WSDOT is committed to providing equal access to its facilities, programs and services for persons with disabilities. The material contained in this document can be made available in an alternate format by emailing the WSDOT Diversity/ADA Affairs team at [wsdotada@wsdot.wa.gov](mailto:wsdotada@wsdot.wa.gov) or by calling toll free: 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

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## Foreword

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The Washington State Department of Transportation understands the vital role it plays in ensuring tangible and meaningful equal access for persons with disabilities in their communities. In accordance with 28 CFR §35.150(d), Title II of the Americans with Disabilities Act, WSDOT has created this ADA Transition Plan. This ADA Transition Plan is a living document and provides a programmatic plan on how WSDOT will remove accessibility barriers to pedestrian facilities and elements within WSDOT's control. This transition plan addresses all WSDOT owned facilities, including all facilities within limited access, all facilities within WSDOT public right of way outside of cities, and certain facilities and elements (such as WSDOT owned pedestrian signals) inside cities with less than 25,000 in population. This transition plan also addresses facilities and vessels owned by the Washington State Ferries. WSDOT's goal in implementing this transition plan is to become fully compliant with the ADA by providing equal access for all users of its programs and services.

In order to ensure success, WSDOT will continue to rely upon and expand partnerships with the disability community and other stakeholders, including cities, counties, and transit districts who share a common interest with WSDOT in addressing accessibility needs. WSDOT solicits and welcomes input from individuals affected by the usability of our facilities. WSDOT is committed to fulfilling its obligations under the ADA and Sections 504 and 508 of the Rehabilitation Act in order to achieve equal access for all who use WSDOT services, programs, and activities.

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## **Washington State Department of Transportation ADA Transition Plan for Title II and Sections 504 and 508 of the Americans with Disabilities Act**

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### **I. Transition Plan for Washington State Department of Transportation**

#### **1.0 Background**

Title II of the ADA (28 CFR Part 35) pertains to the programs, activities and services of state and local governments. Since the passage of the ADA in July 1990, WSDOT has proactively addressed Title II requirements associated with transportation projects. This ADA Transition Plan is a requirement under the ADA.

WSDOT created its first ADA Transition Plan in 1995, based upon the standards of the 1991 ADA Accessibility Guidelines. The 1995 ADA Transition Plan addressed barriers associated with WSDOT buildings and its on-site facilities, rest areas and Ferry operations. However, the 1995 plan did not specifically address the features within WSDOT right of way. WSDOT has taken steps in subsequent years to identify barriers associated with these features within the public right of way. WSDOT's 2017 ADA Transition Plan addresses those features that were not included in the 1995 plan.

This transition plan identifies actions taken and sets forth actions that WSDOT will take over the next several years to remove barriers within the public right of way and all WSDOT owned facilities identified during WSDOT's continued self-evaluation efforts. WSDOT is committed to achieving substantial ADA compliance, as demonstrated by the comprehensive approach outlined in this plan. This includes WSDOT strategies for public engagement and involvement, detailing agency wide ADA roles and responsibilities, and WSDOT's plan to identify, prioritize and address ADA features in agency facilities, public right of way, and the Washington State Ferry system.

Section 504, Rehabilitation Act of 1973 (29 U.S.C. §701)

Section 504 says in pertinent part: No otherwise qualified individual with a disability in the United States, shall, solely by reason of his or her disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. This part applies to each recipient of Federal financial assistance from the Department of Transportation and to each program or activity that receives such assistance.

## **2.0 WSDOT's Strategies for Implementing *ADA Compliance***

### **2.1 Public Notice Requirements**

The ADA requires state and local governments to post a public notice about the rights of the public and the responsibility of the government entity under the ADA. WSDOT provides this notice on its website, public meeting notices, employment bulletins, and all other printed materials for public consumption. See the attached Notice under the Americans with Disabilities Act. [ADA Title II Notice](#) (pdf)

### **2.2 Public Involvement**

In 2014, WSDOT adopted a new [Strategic Plan](#) (pdf) that places Community Engagement among the top goals for the agency. A Community Engagement Team convened, and in 2015, WSDOT published the "Guiding Principles for Community Engagement." The guiding principles are intended for all WSDOT staff to use during engagement and outreach efforts and include statements such as, "Seek out voices not traditionally heard, including people who are traditionally unable to participate due to age, disability, income, or national origin." WSDOT adopted a new [Community Engagement Plan](#) (pdf), recently updated in December 2016. The plan applies to the entire agency and emphasizes working with partners, stakeholders, communities and individuals; including providing access to the agency's decision-making process and providing information early and in easily understandable and accessible formats.

Public involvement is essential in transportation decision making. Accordingly, WSDOT sought public input to validate the self-evaluation findings and the content of its transition plan. Public feedback was obtained via public engagement meetings, surveys circulated to interested groups and stakeholders, a comprehensive statewide news release and notice on the WSDOT's public website. WSDOT also circulated the transition plan amongst other city and county transportation agencies. WSDOT ADA staff collected email addresses and contact information from attendees at public events and contact information for disability groups, community members and advocates. The survey was sent to several large email groups and lists that were known to be members of the disabled community or advocate groups, special interest groups and individuals who asked to be included in our public outreach.

A copy of the survey questions and the responses is attached to this plan with any personal information removed. The survey remains available to the public for continued input. [Survey Questions and Responses](#) (pdf)

WSDOT has noted and considered all comments received from the public regarding the self-evaluation findings and the implementation of the transition plan, and will

address changes to the transition plan, as appropriate. In some instances, specific individuals have been contacted to discuss their comments when related to a specific barrier, location, or incident of concern for further investigation or resolution. Continued distribution of the survey, along with electronic distribution of our updated Transition Plan will increase the amount of public feedback to the agency and WSDOT will continue to analyze and respond to feedback from the public.

## **2.3 Title II ADA Compliance Manager**

### **Contact Information**

Larry Watkinson  
ADA Title II, Sections 504/508 Compliance Manager  
310 Maple Park Avenue SE  
P.O. Box 47314  
Olympia, WA 98504-7314  
1-855-362-4232 (toll free)  
wsdotada@wsdot.wa.gov  
Fax 360-705-6801

The ADA Compliance Manager and staff are located within the Office of Equal Opportunity at WSDOT Headquarters. The Office of Equal Opportunity reports directly to the Secretary of Transportation who has responsibility for the implementation of the agency's ADA Transition Plan. The ADA Compliance Manager is also the agency ADA Coordinator as required by Federal Regulation.

The ADA Compliance Manager serves as the central reference point for all ADA matters within the agency, including reviewing maximum extent feasible documentation when alterations cannot be made within ADA specifications. The ADA Compliance manager serves as the approving authority on behalf of the Secretary for accepting non-compliant ADA improvements to the maximum extent feasible where facilities or elements cannot be constructed or modified to be completely ADA compliant.

Various regional offices and divisions within WSDOT offer ADA training to staff and/or constituents. The WSDOT ADA Compliance manager contributes to the development of agency wide ADA training and has input regarding the content. The ADA Compliance manager also assists in developing and implementing agency wide ADA policies and procedures. The regions are expected to include the ADA Compliance manager when addressing ADA issues, including complaints,

and use the ADA Compliance manager as a resource for interfacing with their local disability advocate groups.

The ADA Compliance manager and staff serve a central role in receiving, tracking, and resolving public complaints regarding ADA Title II, and Sections 504 and 508 of the Rehabilitation Act that may include complaints about accessibility barriers or any other ADA-related issues regarding WSDOT facilities or right of way.

## **2.4 Grievance Procedure**

WSDOT's ADA Grievance Procedures are included in this report. The procedures can also be accessed from WSDOT's website. The procedures provide details on how to file and resolve a complaint. [ADA Grievance Procedure](#) (pdf)

Complaints and requests for accommodations involving ADA issues within WSDOT are directed to the ADA Compliance manager. Complaints can be accepted in a number of ways, including the [WSDOT ADA mailbox](#) and toll-free number (1-855-362-4ADA (4232) listed on WSDOT's public web site. ADA complaints received by WSDOT regional offices or other divisions of WSDOT, including Public Transportation, Rail and Washington State Ferries, are forwarded to the ADA Compliance Office in Headquarters for tracking, investigation and resolution if necessary.

## **3.0 Agency Wide ADA Compliance Participation**

WSDOT encompasses a number of divisions that have specific duties and responsibilities to further the transportation services delivered by the agency. Each of these specialized divisions have responsibilities under the ADA. The ADA Compliance manager, Washington State Ferries, Communications Office, Local Programs, Public Transportation Division, and each regional office have staff who are responsible for ensuring ADA compliance within their respective programs.

### **3.1 WSDOT's Headquarters Communication Office**

According to Section 35.160(a) of the ADA, "A public entity shall take appropriate steps to ensure the communications with applicants, participants, and members of the public with disabilities are as effective as communications with others."

WSDOT is committed to providing appropriate auxiliary aids and services leading to the provision of effective communication for qualified persons with disabilities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications available to people who have speech, hearing, or vision impairments.

WSDOT's Headquarters Communications Office is placing greater emphasis on increasing the agency's communication staff awareness of inclusion efforts within

the agency and providing guidance for meeting Americans with Disabilities Act, Limited English Proficiency and Title VI requirements.

In April 2016, the Communication's Office hosted an annual communications staff conference, which was attended by approximately 65 agency and consultant communicators. The conference included presentations by Office of Equal Opportunity staff to discuss accessibility topics including inclusion, Americans with Disabilities Act, Environmental Justice and Title VI. This was a key focus area to raise awareness of the importance of accessibility in our work and to describe the direction of this agency emphasis area.

Additional staff guidance on communications accessibility will be provided in an update of WSDOT Communication Manual. The online communication manual will provide links to information and best practice resources such as:

[WSDOT ADA Information](#)

[Effective Communication Requirements](#)

[WSDOT Accessibility tools](#)

[Creating accessible online documents](#)

[ADA.gov](#)

The communication manual will also provide staff information and guidance for using Department of Enterprise Services' master contracts for obtaining translation and interpreter services.

The Communications Office already requires that news releases to announce public meetings, open houses or other public events must all include ADA and Title VI notices. WSDOT has an edit team to review all agency news releases prior to distribution and ensures this requirement is met.

## **Graphic Communications**

The Graphics Style Guide includes guidance on using ADA and Title VI notices on all public documents. Currently, agency documents are formatted for printing, however, documents could be made available in a plain text format on request.

WSDOT's graphic staff is aware of issues related to people who have visual disabilities or are color blind and take colorblindness into consideration when designing public documents. The Graphics Style Guide notes that use of red, blue and green cannot always be avoided, but use of different color values can make materials more readable for those with disabilities and includes a link to the [American Foundation for the Blind](#) (pdf) resources.

The updated Graphics Style Guide also will communicate the expectation that clients will provide descriptive alt text for photos and images used in folios or other documents.

## **Website Communications**

WSDOT has online internal guidance for making webpages accessible on the [Accessibility and Section 508 page](#). The mandatory use of templates helps ensure agency webpages, such as project information, is accessible.

The agency's external website is mostly accessible to individuals who use screen readers and other assistive devices, with the exception of PDF documents. WSDOT currently has in excess of 15,000 PDF documents on its website and most of the older PDFs do not include tags. With our current version of Acrobat, it is taking Web Communications staff nearly an hour to make one page of our Gray Notebook Lite accessible. This is a significant resource challenge for us.

Due to our resource challenges, we will make existing PDF documents accessible by request and going forward, we will focus our efforts on improving document accessibility for the web.

## **Digital Media Communications**

WSDOT has launched Android and iPhone mobile apps that are accessible and conducted usability tests of the applications with a staff member who uses an assistive device. Both applications were launched in April 2016.

The Communication Office developed "[Video Standards and Best Practices](#)" (pdf) which addresses closed captioning of agency-produced videos: "Captioning is required of agency-produced videos in order to be compliant with the American Disability Act. Internal videos (like training videos) and uncut footage are an exception."

## **Correspondence**

WSDOT's internal Correspondence Guidelines includes electronic templates for agency letters. As the online templates are being updated later this year, we will add tags to the WSDOT logo and address images in the template headers to meet accessibility requirements. We will also develop guidance related to accessibility considerations when corresponding, such as avoiding imbedded images, tables and other elements that are not readable to assistive devices.

## **3.2 Local Programs Office**

WSDOT Local Programs Office assists customers in the successful delivery of transportation projects by providing educational, technical, and financial support

to cities, counties, and other transportation partners such as tribal governments, ports, and transit agencies. WSDOT, through its Local Programs Office, has continued to coordinate with the local city and county agencies and communities to address ADA needs on state highways within their jurisdictions.

Local Programs has reached approximately 160 cities and counties in the past two years with classroom training and other technical assistance, since the inception of its ADA Technical Assistance program. Going forward, Local Programs projects to reach out to all 39 counties and 281 cities through its email distribution list and Local Technical Assistance Program newsletter to highlight the requirements for ADA self-evaluations and Transition Plans. Staff has also advertised that the office is available to provide technical assistance, especially to non-certification acceptance agencies with fewer than 50 employees.

Local Programs continues to encourage Washington's local public agencies toward compliance with their ADA responsibilities. As noted above, past activities have included ADA training, providing technical assistance and monitoring compliance with ADA requirements on existing federal aid projects. Local Programs anticipates implementing a deadline for certified acceptance agencies to have ADA transition plans in place, beginning three years after the approval of WSDOT's transition plan, in order for those agencies to continue to be eligible for federal highway funding. All other agencies should be in compliance no later than five years following the approval of WSDOT's transition plan in order to continue to remain eligible to receive federal highway funds. Local Programs has continued to raise the visibility of ADA awareness through periodic updates of its Local Agency Guidelines Manual Chapter 29, as well as incorporating ADA in its funding programs application.

### **3.3 Public Transportation Division**

The WSDOT Public Transportation Division is committed to ensuring that no entity shall discriminate against a person with a disability in connection with the provision of transportation service as outlined in 49 CFR Part 27, Part 37, and Part 38. Many of the grants the division awards are specifically geared towards providing access to those who would not otherwise have it.

Each grantee receives at least one on-site review during the biennium. During these site visits, the Public Transportation Division covers a wide variety of ADA topics including: service animals, automatic call outs, lift maintenance, securements, communication, ADA paratransit policies and other ADA topics. Since there has been a recent change in ADA guidance (Circular C 4710.1), the division is currently working on revising the checklist it uses for site visits. While staff has not previously evaluated grantees' transition plans, that task will be added in the next cycle. Grantees must be in compliance with these

requirements or risk being found “not in good standing” and have funds withheld. Additionally, if PTD were to identify any gaps that a grant could help remedy, it would encourage the grantee to apply. For example, the division has made many grants to make shelters and buildings more accessible or to purchase accessible vehicles.

WSDOT Public Transportation Division staff provides training and technical assistance to grantees on topics related to ADA compliance and accessibility. Transit agencies receive technical assistance as a result of an audit finding or based on a direct request. Division staff regularly present at transit agencies and conferences. WSDOT division staff also attend the Annual ADA Transit Conference to participate in discussions with grantees and provide the latest technical assistance. The most common topic of technical assistance is service animal regulations and guidance.

WSDOT Public Transportation Division receives complaints and concerns from the public about transportation services. When the division receives a complaint, a WSDOT staff person follows up with the complainant. During that follow-up phone call, the WSDOT staff person collects basic information and helps determine if that complaint is a civil rights complaint or is otherwise within WSDOT Public Transportation Division’s purview. If the complaint is not within the WSDOT purview, staff will connect the person with someone who can help them. Complaints involving ADA issues are forwarded to the ADA Compliance manager at WSDOT Headquarters to be tracked, investigated and resolved.

In addition to collecting complaints that come into the Public Transportation Division, WSDOT also tracks complaints that are reported on a grantees’ quarterly progress report. Lastly, WSDOT also ensures each grantee has an up to date paratransit/special needs complaint process. The division requires every grantee to include appeal to WSDOT as one of the steps in their process.

### **3.4 WSDOT Regional Offices**

WSDOT is divided into six geographic regions. Each regional office has staff that is responsible for providing project and engineering guidance and first responses to questions relating to pedestrian accessibility in design or construction projects within their region. Regional staff may also be involved in project level details, design, construction, and work zone issues. It is the responsibility of the project office, within the region, to develop the solutions and ensure correct implementation of new or updated construction projects. Regional design staff are expected to forward proposed “maximum extent feasible” design changes in the public right of way or facility projects to Headquarters to be reviewed and approved by the assigned Assistant State Design Engineer and the ADA

Compliance manager. ADA complaints within the regions are forwarded to the ADA Compliance office for tracking, investigation, and resolution.

Region offices also provide updated information, guidance and assistance, when needed, to the Local Programs and Maintenance offices. Regional offices also provide a link to local disability advisory groups to facilitate the exchange of information and feedback on project-level issues.

### **3.5 Facilities**

WSDOT completed its initial transition plan in 1995 and addressed many ADA deficiencies as a result. Since then, the agency has made significant progress toward making its facilities, programs, and services accessible to people with disabilities. A 2013 progress report recorded completion of all noncompliant issues identified by the initial transition plan assessment. WSDOT continues to evaluate ADA compliance as part of its condition assessment process, which is performed every two years, to identify building and site deficiencies at its facilities.

All WSDOT Safety Rest Areas are ADA accessible. A list of Safety Rest Area locations and amenities is located on the [Safety rest area locations page](#).

All ADA issues that are identified by facilities will be corrected accordingly.

## **4.0 WSDOT's Plan to Identify and Address ADA Features in Public Rights of Way**

### **4.1 Self-Evaluation and Data Collection**

WSDOT began a statewide self-evaluation of its public right of way facilities in 2009 to inventory pedestrian facilities. The ADA feature data was stored in the agency's ADA Features Database. The initial phase of field data collection concluded in 2012.

The following phase of the self-evaluation data collection utilized the State Route Video Log Application, known as SRView, to review locations to add to the inventory. The data collected via SRView is identified as inventoried and needing measurement.

The SRView data was added to the ADA Features Database and is presented in the [WSDOT self-evaluation data](#) (xlsx). This data can be queried in a number of ways to identify problematic locations (e.g., missing ramps, heaved sidewalk panels, objects blocking sidewalk access, etc.)

As WSDOT moves forward with the implementation of this transition plan, during the scoping and design phase of projects, ADA features evaluated in the field will

be compared to the self-evaluation inventory and, as necessary, added to the ADA Features Database.

In the construction phase, special provisions have been developed to require contractors to collect and certify newly constructed ADA feature measurements. These measurements will be added to the inventory in the ADA Features Database. The self-evaluation spreadsheet is a needs-based spreadsheet. The column “Sched. Fiscal Year” refers to an analysis related to the pavement deterioration models or whether or not it was part of a section planned for paving in the 15-17, 17-19 or 19-21 biennia. It is intended to provide an estimation of when the feature might be addressed. Updated analysis will be conducted to identify non-compliant features and when they are likely to be addressed.

ADA features collected include APS signals, crosswalks, bridge end ramps, curb ramps, detectable warning surfaces, driveways, edge protection, handrails, rest areas, pedestrian bridges, shared use pathways, walkways, islands, ADA parking areas, rail crossings, sidewalks, and stairways.

For information to interpret the self-evaluation data, see the [ADA non-compliance codes and ADA Data Dictionary](#) (pdf).

WSDOT has also identified the methodology for continued data collection for the self-evaluation and a list of scheduled ADA improvements into the next biennium.

[2017-2020 ADA Improvement Schedule](#) (pdf)

#### **4.2 Right of Way – Removal of Barriers**

Within WSDOT’s traditional planned paving projects, curb ramp barriers will be removed, pedestrian push buttons will be made accessible, and sidewalks will be evaluated for spot improvements. An inventory listing outlining the location, detailed modification, planning date, and planning level cost estimate is found in the [WSDOT self-evaluation data](#) (xlsx).

WSDOT uses the design standards adopted in the WSDOT Design Policy Manual and the 2005 PROWAG.

Proposed projects in the public rights of way must address ADA compliance as described in the WSDOT Design Manual. Regardless of which public agency has jurisdiction within the right of way, the public agency that is sponsoring the project is responsible for ensuring ADA compliance is addressed on its project.

On all state **routes** outside of incorporated cities and on those with limited access within incorporated cities, jurisdiction remains with the state unless modified by a maintenance agreement.

When project work occurs on a managed access state route inside an incorporated city that has jurisdiction beyond the curbs (RCW 47.24.020), pedestrian facilities are designed using the city design standards adopted in accordance with RCW 35.78.030 and the most current ADA requirements.

#### **4.3 Prioritized Barrier Removal Plan**

In addition to traditional planned paving projects, WSDOT has developed a method for prioritizing barrier removal projects based on public input and consistent with federal requirements (28 CFR §35.150(d)(2)) as follows:

##### **Highest Priority**

- Priority identified through public input or complaints received, and
- Areas with high concentrations of populations with disabilities (based on Census data),
- Intersections and roadway segments serving facilities including:
  - Government offices
  - Public schools
  - Hospitals, health clinics and health centers
  - Transit Facilities (includes bus stops and transit stations)

##### **Second Highest Priority**

- Areas with medium/mid-range concentrations of populations with disabilities (based on Census data),
- Intersections and roadway segments serving facilities including:
  - Public housing
  - sports arenas
  - licensing offices
  - libraries
  - shopping malls
  - supermarkets
  - strip retail centers
  - other major employment sites

##### **Third Highest Priority**

- Areas with lower/low-range concentrations of populations with disabilities (based on Census data),
- Intersections and roadway segments serving facilities including:
  - Industrial areas
- Other areas not classified as high or medium priority
  - WSDOT's prioritization methodology and definitions of the terms used in prioritizing barriers for repair can be found in the [Barrier Prioritization Methodology](#) (pdf).

ADA Features will be made accessible in accordance with the [WSDOT Design Manual Policy \(Chapter 1510\)](#) (pdf) which incorporates *2005 Revised Draft Guidelines for Accessible Public Rights-of-way* guidance.

For further information regarding WSDOT ADA projects that are planned and programmed, please see the [Statewide Transportation Improvement Program \(STIP\) webpage](#). The STIP documents are updated frequently. If you do not find an area of concern listed in the STIP documents, or require additional assistance, please contact our ADA office via email at [wsdotada@wsdot.wa.gov](mailto:wsdotada@wsdot.wa.gov) or by calling toll free 855-362-4ADA (4232).

## **II. Transition Plan Details for Washington State Ferries**

### **1.0 Terminals**

Washington State Ferries continues its commitment to providing equal access to people with disabilities throughout the fleet and ferry terminals.

In the next biennium, major capital improvements are funded and slated to occur at the Orcas Island and Bainbridge Island terminals. Large-scale multimodal terminal projects are in the design phase for the Colman Dock and the Mukilteo terminals located in Seattle. Both projects will have significant ADA-related improvements.

WSF held one public meeting in 2016 regarding the Colman Dock remodel. Disability advocates, mobility trainers, known disabled passengers that use Colman Dock, and interested citizens attended the initial meeting to discuss the building plans and changes to the pedestrian access routes both during and after construction. Similar outreach events are planned for 2017. Public meetings will also be scheduled to invite public input regarding the new Mukilteo terminal.

Maintenance and preservation projects at WSF terminals throughout the system are ongoing and frequent. Accessibility considerations are a part of normal practice in developing project scope. The ADA Compliance manager is frequently consulted regarding ADA issues and complaints. The ADA office has one ADA coordinator, on staff in the WSF Headquarters in Seattle to facilitate quick resolution of ADA issues.

See the [Terminal modernization and ADA improvements](#) (pdf) scheduled for the next biennium.

### **2.0 Vessels**

Accessibility standards for WSF-operated vessels are governed by the Passenger Vessel Regulations (49 CFR §39). These regulations provide details on how a passenger vessel operator, like WSF, must provide service to passengers with disabilities.

The Visual Paging System Program Pilot was initiated in summer 2011 on the Seattle – Bainbridge Island Route. Two pilot project vessels, M/V *Tacoma* and M/V *Wenatchee* were outfitted with visual paging equipment that displays all overhead announcements onto screens placed throughout the passenger cabin, providing important travel-related information to passengers who are deaf or hard of hearing.

Since the VPS Program Pilot was initiated, a total of 12 vessels in four different classes have had visual paging systems installed, along with extensive training given to both licensed and unlicensed deck personnel on how to effectively operate the system.

Seven terminals that have capacity for screen placement are receiving visual paging screens (two screens are already present at Seattle – Colman Dock). These seven terminals include Edmonds, Clinton, Mukilteo, Vashon, Port Townsend, Friday Harbor and Kingston.

Currently, the WSF Visual Paging System is still the only program of its kind in the world. In our ongoing efforts to insure compliance and accessibility, WSDOT will expand the installation of the Visual Paging System throughout the WSF system.

### **3.0 WSF Accessibility Advisory Committee (AAC)**

The Accessibility Advisory Committee is comprised of both internal members and five members of the disability community. Internal AAC members include representatives from both terminal and vessel engineering, the ADA coordinator, the ADA Compliance manager and representatives from both terminal and vessel operations and a representative safety officer.

The AAC was established as part of an ongoing partnership between WSF and the disability community to ensure its terminals, vessels and services are accessible to persons with disabilities. The AAC assists WSF in connecting with internal and external stakeholders in the ferry service area. The ACC provides input to WSF in order to incorporate accessibility issues and planning into project design, renovations, and construction as they relate to the terminals, vessels and operations.

WSDOT recognizes that the members of the ACC are not just ferry users but also use many of WSDOT's facilities. Going forward, WSDOT intends to expand the role of the ACC to advise WSDOT on the effectiveness of the entire scope of services and facilities provided by WSDOT, including barrier removal and accessibility improvements throughout the state.

### **4.0 Customer Service**

Customer complaints are most often received through the WSF Customer Service department. When it appears there may be an ADA violation or issue, Customer Service then forwards the complaints to the ADA coordinator and ADA Compliance manager. The ADA coordinator will track, investigate and resolve the complaint in accordance with WSDOT policy. Customer Service also forwards other types of complaints for informational purposes, even for issues handled by Customer Service. While many of the complaints from passengers with disabilities are related to customer service rather than the person's disability, the ADA coordinator and Customer Service representatives work together closely to determine the best course of action. The departments work together to ensure that passengers with disabilities receive the same excellent customer service WSF strives to provide to

all customers, while also taking into account specific equal access issues that may only impact customers with disabilities.

WSF customers with an ADA Grievance use the same process as WSDOT customers. The WSDOT ADA Grievance procedure is outlined here: [ADA Grievance Procedure](#) (pdf)

WSF has published a brochure for the public titled “[Our Commitment to Accessibility](#)” (pdf). This brochure is distributed throughout the WSF vessels and terminals and is frequently used as a customer service resource. The brochure outlines the accessibility features at all terminals and on all vessels. This information includes, but is not limited to, accessibility of restrooms in the passenger cabin and on the car deck; the number of accessible elevators; galley accessibility and available dining areas; and proximity of parking lots and drop-off areas to the terminals. It also explains specific WSF procedures and policies; for example, policies on service animals and discounted fares. Lastly, the brochure outlines the ADA grievance procedure.

### **III. ADA Transition Plan Updates**

WSDOT is developing a comprehensive inventory of pedestrian facilities on state routes, as well as within building facilities, including ferry terminals and vessels. WSDOT’s future updates to the ADA Transition Plan for the public rights of way and WSF will include progress updates regarding the plan’s data. Status updates will continue relating to public-use facilities, ferry vessels and terminals with the submittal of WSDOT’s annual Equal Employment Opportunity Assurances report.

As public right of way data is prioritized, WSDOT will provide yearly status updates to FHWA in the same manner it does with other iterations of its ADA Transition Plan. These updates will document progress on improving ADA accessibility statewide, including WSDOT’s plan for installation of accessible pedestrian signal buttons with audible and vibrotactile (vibrating button) indicators, and will outline future improvements to be undertaken.

The construction and improvement schedule may be altered at WSDOT’s discretion, based on changes in guidance from the United States Access Board, federal policy, and/or WSDOT policy. WSDOT’s former and current transition plans are available to the public through our public website or by request to the ADA Compliance Office.

#### IV. CONCLUSION

While WSDOT aspires to ensure all of its public right of way and facilities are readily accessible, it is rare that any entity's facilities are completely accessible without making some ongoing improvements. Therefore, based on the results of the self-evaluation, WSDOT will continue to initiate improvements to the features of its public right of way system, as well as throughout WSF terminals and vessels, using the department's various policies outlined in the Design Manual. The standards are evolving along with applicable regulations as the needs of the community are better understood. These design standards also reference and incorporate industry guidance and best practices established by the American Association of State Highway and Transportation Officials, the *Manual on Uniform Traffic Control Devices*, the *Public Right of Way Accessibility Guidelines*, and other applicable guidelines. WSDOT will also incorporate input from the Accessibility Advisory Committee (ACC) and the ADA Complaint process.

## Glossary

**Accessible:** Describes a site, building, facility, or portion thereof that complies with the Americans with Disabilities Act.

**Accessible Pedestrian Signal (APS):** A communication device located at traffic signals allowing for pedestrian walk phases using non-visual cues such as, audible tones, vibrotactile features or auditory announcements.

**Accessible Route:** An unobstructed, continuous route for pedestrian travel along a public sidewalk, crosswalk or ramp.

**ADA Accessibility Guidelines (ADAAG):** Also known as the 2010 ADA Standards for Accessible Design, contains the scoping and technical requirements for accessibility to buildings and facility sites.

**Alteration:** A change to a facility within the public rights of way which may affect access, circulation or use. See Appendix 6.3 for further explanation and examples of alterations related to resurfacing and maintenance.

**Blended Curb Transition:** A curb ramp where the sidewalk is blended into or flush with the street.

**Civil Rights Act of 1991:** To amend the Civil Rights Act of 1964 to strengthen and improve Federal Civil Rights laws, to provide for damages in cases of intentional employment discrimination, to clarify provisions regarding disparate impact actions, and for other purposes.

**Code of Federal Regulations (CFR):** An annual codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

**Cross Slope:** The slope that is perpendicular to the direction of travel. (See running slope)

**Crosswalk:** A designated, marked pedestrian path across a roadway.

**Curb:** A vertical or rolled transition from the roadway or gutter to the sidewalk or planting strip.

**Curb Ramp:** A short ramp cutting through a curb or built up to it.

**Detectible Warning:** A standardized surface feature built in or applied to a walking surface or other elements along a public access path to warn visually impaired persons of a hazard.

**Driveway:** A vehicular path serving as an access point to public roadway from adjacent properties.

**Egress:** A continuous and unobstructed way of exit travel from any point in a building or facility to a public way. A means of egress comprises vertical and horizontal travel which may include doorways, corridors or ramps.

**Element:** An architectural or mechanical component of a facility, space, site or public rights-of-way.

**Facility:** All or any portion of buildings, structures, site improvements, equipment, roads, walks, passageways, parking lots or other real or personal property located on a public rights-of-way.

**Federal Highways Administration (FHWA):** Provides stewardship over the construction, maintenance and preservation of the nation's highways, bridges and tunnels.

**Grade:** The slope that is parallel to the direction of travel expressed as a ratio of rise to run, usually expressed in percent.

**Locator Tone:** A repeating audio cue which identifies the location of a pedestrian push button.

**Parallel Curb Ramp:** A system of two sloped ramps that run parallel to the curb line from a common lower landing which is approximately level with the street.

**Pedestrian Access Route (PAR):** Any walk or path intended for pedestrian movement or activity.

**Perpendicular Curb Ramp:** A curb ramp with a main slope running perpendicular to the curb line. May include one or more flared side slopes.

**Public Rights of way (ROW or R/W):** A type of easement granted or reserved over the land for transportation purposes, this can be for highway, public footpath, bike trails or electrical transmission lines.

**Ramp:** A sloped portion of walkway with a running slope greater than 1:20 or 5 percent.

**Running Slope:** The slope which is parallel to the direction of travel expressed as a ratio of rise to run, usually expressed in percent.

**Sidewalk:** The portion within the public rights of way which is improved for use by pedestrians.

**Signage:** Displayed verbal, symbolic, tactile, and pictorial information.

**Street Furniture:** Elements in the public rights-of-way which are intended for use by pedestrians such as benches, mailboxes, and other usable equipment.

**Tactile:** Describes an object which can be perceived using the sense of touch.**TTY (Tele-Typewriter):** A device similar to a typewriter which has a small readout. Employs interactive text based communications through the transmission of coded signals across the standard telephone network. Text telephones are also sometimes referred to as TTD (telecommunication devices for deaf persons) machines, however not common.



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

Touch Date: 03/05/2024  
Brief Date: 03/19/2024  
Action Date: 04/02/2024

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**SRTS RH2 Contract Amendment #2  
Construction Services**

☐

Ordinance

☒ Dept. Head

J.O.H

☐ Finance Director

#### ATTACHMENTS:

☒

Resolution

☐ Attorney

1. Resolution No. 1323-0324
2. Exhibit A, RH2 Scope of Work and Fee Proposal

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

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

The City Council recently awarded a contract with Barcott Construction in order to construct roadway crossing improvements near Shelton High School and Evergreen Elementary. This is based on a grant award that the City received it as part of the Safe Routes to School program through WSDOT and Local Programs. The attached amendment #2 is a scaled down version of support provided by RH2 consultants for construction management services required under the grant agreement for PE oversight only. City Staff will be supplying construction inspection services, as well as coordinating special inspection and testing of materials associated with this project.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The City could elect to not move forward with this construction support services by RH2, potentially limiting the awarded monies towards this project. Staff have taken on many of the responsibilities associated with constructing these projects and the attached scope and fee is what is minimally required under the grant terms.

### BUDGET/FISCAL INFORMATION:

Based on the awarded bid for these projects, there are sufficient funds to cover this amendment as part of the grant monies received for this project.

### PUBLIC INFORMATION REQUIREMENTS:

All materials for this project can be obtained by contacting the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1323-0324 on the April 2, 2024 action agenda for the for further consideration."

**RESOLUTION NO. 1323-0324**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO APPROVE AMENDMENT #2 TO THE SAFE ROUTES TO SCHOOL  
CROSSING IMPROVEMENT PROJECT, AS OUTLINED WITHIN THE GRANT AGREEMENT WITH WSDOT  
LOCAL PROGRAMS.**

**WHEREAS**, the City was awarded grant monies in order to construct roadway crossing improvements as part of the Safe Routes to School Project; and

**WHEREAS**, the City Council awarded a construction contract by Resolution No. 1296-1023 to Barcott Construction (February 20, 2024) to complete roadway crossing improvements, as outlined within the approved plan set and specifications for the Safe Routes to School Project; and

**WHEREAS**, WSDOT Local Programs requires PE oversight of this work as a condition of grant acceptance, including submittal review, certifying as-builts, etc.; and

**WHEREAS**, City staff will be providing primary oversight of this project (onsite construction inspection), decreasing what is needed by RH2 for their construction management role.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton, Washington that the City Manager is authorized to execute amendment #2 for the identified tasks in the attached Exhibit A scope and fee for RH2 consultants (On-Call Consultant), and subsequent amendments, in providing construction management support, as required under the grant agreement.

**INTRODUCED** on the 19<sup>th</sup> of March 2024 and **PASSED** by the City Council at its regular meeting on the 2<sup>nd</sup> of April 2024.

ATTEST:

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

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



**Washington State  
Department of Transportation**

|   |  |  |                                      |
|---|--|--|--------------------------------------|
| <b>Supplemental Agreement<br/>Number <u>2</u></b>   |  | Organization and Address   |                                      |
| Original Agreement Number   |  | RH2 Engineering, Inc.<br>300 Simon Street SE, Suite 5<br>East Wenatchee, WA 98802<br>Phone: (509) 886-2900 |                                      |
| Project Number<br><b>HLP-SR21(017)</b>  |  | Execution Date   | Completion Date<br>December 31, 2024 |
| Project Title <b>SRTS Crosswalk Improvements</b>  |  | New Maximum Amount Payable<br>\$145,937.33   |                                      |
| Description of Work<br>The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for its Safe Routes to School (SRTS) project that includes Americans with Disabilities Act (ADA) compliant sidewalk ramp improvements and pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) crossings at three (3) locations in Shelton, Washington. This amendment provides a Scope of Work and Fee Estimate for services during construction. |  |  |                                      |

The Local Agency of City of Shelton  
desires to supplement the agreement entered in to with RH2 Engineering, Inc.  
and executed on March 29, 2022 and identified as Agreement No. \_\_\_\_\_  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read: **Refer to Exhibit B - Scope of Work**

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change.

**III**

Section V, PAYMENT, shall be amended as follows: **Refer to Exhibit D - Fee Estimate**

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

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

By: RH2 Engineering, Inc. By: \_\_\_\_\_

Consultant Signature  
Paul R. Cross, Executive Vice President

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

EXHIBIT A

|  | <b>Amendment<br/>No. 2</b> | <b>Amendment<br/>No. 1</b> | <b>Original<br/>Agreement</b> | <b>Total</b>        |
|--|----------------------------|----------------------------|-------------------------------|---------------------|
| Direct Salary Cost                     | \$6,308.00                 | \$5,499.92                 | \$24,172.13                   | \$35,980.05         |
| Overhead (Including Payroll Additives) | \$13,358.26                | \$10,730.33                | \$47,159.83                   | \$71,248.42         |
| Direct Non-Salary Costs                | \$2,267.00                 | \$1,815.00                 | \$22,160.00                   | \$26,242.00         |
| Fixed Fee                              | \$2,081.64                 | \$1,924.97                 | \$8,460.25                    | \$12,466.86         |
| <b>Total</b>                           | <b>\$24,014.90</b>         | <b>\$19,970.22</b>         | <b>\$101,952.21</b>           | <b>\$145,937.33</b> |

EXHIBIT B  
Scope of Work  
Supplemental Agreement No. 2  
City of Shelton  
SRTS Crosswalk Improvements  
Services During Construction  
March 2024

---

## Background

The City of Shelton (City) has retained RH2 Engineering, Inc., (RH2) to perform engineering services for its Safe Routes to School (SRTS) project. RH2 prepared plans for the SRTS project in Shelton, Washington and the City has requested that RH2 provide limited services during construction. This Scope of Work details the approach RH2 will use to assist the City during construction of the project. Because the City is not a Certified Agency, any changes to the plans or this agreement during construction requires Washington State Department of Transportation concurrence. *Deliverables will be provided in electronic format (PDF) unless otherwise noted.*

## Task 1 – Services During Construction

Objective: Provide construction contract administration services for the SRTS Crosswalk Improvements Project as described below.

### Approach:

- 1.1 Review Submittals – Review submittals for up to ten (10) materials (Qualified Product Lists, Request(s) for Approval of Materials (RAMs), manufacturer certificate of compliance, mix designs, and shop drawings) in accordance with the project plans and specifications. Maintain the Record of Material (ROM) in Microsoft Excel format.
- 1.2 Respond to Requests for Information and Questions – Review requests for information (RFIs), address technical issues, and respond to construction contractor questions that cannot be addressed in the field by the observer.
- 1.3 Provide Project Closeout – Perform one (1) site visit, assemble project records for closeout, and transfer to the City.
- 1.4 Provide Project Management Services – Review invoices and budget throughout the construction phase of the project. Set up RH2's construction files, and track, assemble, file, and maintain construction documentation.

### Assumptions:

- *RH2 is not responsible for site safety, for directing the contractor or others in their work, or for determining means and methods.*
- *This is a sixty working day construction project.*
- *The City will be providing daily construction observation.*

Provided by City:

- All other construction administration services not provided by RH2.

RH2 Deliverables:

- Submittal reviews.
- ROM in Microsoft Excel format.
- Responses to RFIs and technical questions.
- One (1) electronic PDF and one (1) hardcopy set of construction record drawings (half-size plans).
- Monthly invoices.

| <b>Exhibit D</b><br><b>(Negotiated Hourly Rates of Pay)</b><br><b>Fee Schedule</b> |                           |                        |                   |                                |
|--|---------------------------|------------------------|-------------------|--------------------------------|
| Consultant:<br>RH2 ENGINEERING, INC  |                           |                        |                   |                                |
| Staff Classification   | Negotiated<br>Hourly Rate | Overhead<br>Multiplier | Fee<br>Multiplier | Negotiated<br>Rate Per<br>Hour |
|  |                           | 211.77%                | 33.00%            |                                |
| Professional I   | \$38.00                   | \$80.47                | \$12.54           | \$131.01                       |
| Professional II  | \$49.00                   | \$103.77               | \$16.17           | \$168.94                       |
| Professional III   | \$55.00                   | \$116.47               | \$18.15           | \$189.62                       |
| Professional IV  | \$67.00                   | \$141.89               | \$22.11           | \$231.00                       |
| Professional V   | \$72.00                   | \$152.47               | \$23.76           | \$248.23                       |
| Professional VI  | \$84.00                   | \$177.89               | \$27.72           | \$289.61                       |
| Professional VII   | \$96.00                   | \$203.30               | \$31.68           | \$330.98                       |
| Professional VIII  | \$116.00                  | \$245.65               | \$38.28           | \$399.93                       |
| Professional IX  | \$144.00                  | \$304.95               | \$47.52           | \$496.47                       |
| Technician I   | \$24.00                   | \$50.82                | \$7.92            | \$82.74                        |
| Technician II  | \$28.00                   | \$59.30                | \$9.24            | \$96.54                        |
| Technician III   | \$31.00                   | \$65.65                | \$10.23           | \$106.88                       |
| Technician IV  | \$38.50                   | \$81.53                | \$12.71           | \$132.74                       |
| Technician V   | \$39.50                   | \$83.65                | \$13.04           | \$136.19                       |
| Technician VI  | \$42.25                   | \$89.47                | \$13.94           | \$145.66                       |
| Administrative I   | \$27.50                   | \$58.24                | \$9.08            | \$94.82                        |
| Administrative II  | \$32.00                   | \$67.77                | \$10.56           | \$110.33                       |
| Administrative III   | \$38.00                   | \$80.47                | \$12.54           | \$131.01                       |
| Administrative IV  | \$42.50                   | \$90.00                | \$14.03           | \$146.53                       |
| Administrative V   | \$60.00                   | \$127.06               | \$19.80           | \$206.86                       |

|                  |                |                  |
|------------------|----------------|------------------|
| In-House Copies  | B/W - 8.5x11   | \$0.09           |
| In-House Copies  | B/W - 8.5x14   | \$0.14           |
| In-House Copies  | B/W - 11x17    | \$0.20           |
| In-House Copies  | Color - 8.5x11 | \$0.90           |
| In-House Copies  | Color - 8.5x14 | \$1.20           |
| In-House Copies  | Color - 11x17  | \$2.00           |
| CAD Plots        | Large          | \$25.00          |
| CAD Plots        | Full           | \$10.00          |
| CAD Plots        | Half           | \$2.50           |
| CAD/GIS System   | Per Hour       | \$27.50          |
| Mileage          |                | Current IRS Rate |
| Subconsultants   | 0%             | At Cost          |
| Outside Services | 0%             | At Cost          |

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be billed at cost.

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

**City of Shelton**  
**SRTS Crosswalk Improvements - Services During Construction**

| <u>Classification / Job Title</u> | <u>Hourly<br/>Rate</u> | <u>Overhead @<br/>211.77%</u> | <u>Profit @<br/>33.00%</u> | <u>Rate<br/>Per Hour</u> | x    | <u>Labor<br/>Hours</u> | = | <u>Cost</u>      |
|-----------------------------------|------------------------|-------------------------------|----------------------------|--------------------------|------|------------------------|---|------------------|
| Professional I                    | \$ 38.00               | \$ 80.47                      | \$ 12.54                   | \$ 131.01                | 80.0 | \$                     |   | 10,480.80        |
| Professional II                   | \$ 49.00               | \$ 103.77                     | \$ 16.17                   | \$ 168.94                | 0.0  | \$                     |   | -                |
| Professional III                  | \$ 55.00               | \$ 116.47                     | \$ 18.15                   | \$ 189.62                | 0.0  | \$                     |   | -                |
| Professional IV                   | \$ 67.00               | \$ 141.89                     | \$ 22.11                   | \$ 231.00                | 0.0  | \$                     |   | -                |
| Professional V                    | \$ 72.00               | \$ 152.47                     | \$ 23.76                   | \$ 248.23                | 0.0  | \$                     |   | -                |
| Professional VI                   | \$ 84.00               | \$ 177.89                     | \$ 27.72                   | \$ 289.61                | 0.0  | \$                     |   | -                |
| Professional VII                  | \$ 96.00               | \$ 203.30                     | \$ 31.68                   | \$ 330.98                | 32.0 | \$                     |   | 10,591.36        |
| Professional VIII                 | \$ 116.00              | \$ 245.65                     | \$ 38.28                   | \$ 399.93                | 0.0  | \$                     |   | -                |
| Professional IX                   | \$ 144.00              | \$ 304.95                     | \$ 47.52                   | \$ 496.47                | 0.0  | \$                     |   | -                |
| Technician I                      | \$ 24.00               | \$ 50.82                      | \$ 7.92                    | \$ 82.74                 | 0.0  | \$                     |   | -                |
| Technician II                     | \$ 28.00               | \$ 59.30                      | \$ 9.24                    | \$ 96.54                 | 0.0  | \$                     |   | -                |
| Technician III                    | \$ 31.00               | \$ 65.65                      | \$ 10.23                   | \$ 106.88                | 0.0  | \$                     |   | -                |
| Technician IV                     | \$ 38.50               | \$ 81.53                      | \$ 12.71                   | \$ 132.74                | 0.0  | \$                     |   | -                |
| Technician V                      | \$ 39.50               | \$ 83.65                      | \$ 13.04                   | \$ 136.19                | 0.0  | \$                     |   | -                |
| Technician VI                     | \$ 42.25               | \$ 89.47                      | \$ 13.94                   | \$ 145.66                | 0.0  | \$                     |   | -                |
| Administrative I                  | \$ 27.50               | \$ 58.24                      | \$ 9.08                    | \$ 94.82                 | 0.0  | \$                     |   | -                |
| Administrative II                 | \$ 32.00               | \$ 67.77                      | \$ 10.56                   | \$ 110.33                | 0.0  | \$                     |   | -                |
| Administrative III                | \$ 38.00               | \$ 80.47                      | \$ 12.54                   | \$ 131.01                | 2.0  | \$                     |   | 262.02           |
| Administrative IV                 | \$ 42.50               | \$ 90.00                      | \$ 14.03                   | \$ 146.53                | 0.0  | \$                     |   | -                |
| Administrative V                  | \$ 60.00               | \$ 127.06                     | \$ 19.80                   | \$ 206.86                | 2.0  | \$                     |   | 413.72           |
| <b>Total Labor:</b>               |                        |                               |                            |                          |      | \$                     |   | <b>21,747.90</b> |

| <u>Reimbursables</u>                            | <u>Rate</u> | <u>Qty</u> |                    |
|---|-------------|------------|--------------------|
| CAD/GIS System Per Hour                         | \$27.50     | 80         | \$ 2,200.00        |
| CAD Plots Half Size                             | \$2.50      | 0          | \$ -               |
| CAD Plots Full Size                             | \$10.00     | 0          | \$ -               |
| CAD Plots Large                                 | \$25.00     | 0          | \$ -               |
| In-house copies (each) 8.5" X 11" B&W           | \$0.09      | 0          | \$ -               |
| In-house copies (each) 8.5" X 14" B&W           | \$0.14      | 0          | \$ -               |
| In-house copies (each) 11" X 17" B&W            | \$0.20      | 0          | \$ -               |
| In-house copies (color) (each) 8.5" X 11" Color | \$0.90      | 0          | \$ -               |
| In-house copies (color) (each) 8.5" X 14" Color | \$1.20      | 0          | \$ -               |
| In-house copies (color) (each) 11 X 17" Color   | \$2.00      | 0          | \$ -               |
| Mileage per mile                                | \$0.670     | 100        | \$ 67.00           |
| Misc  | \$0.00      | 0          | \$ -               |
| <b>Total Expenses:</b>                          |             |            | <b>\$ 2,267.00</b> |
| Subconsultant Costs                             |             |            | \$ -               |
| Subconsultant Markup 0%                         |             |            | \$ -               |
| <b>Total Subconsultants:</b>                    |             |            | <b>\$ -</b>        |

**Grand Total:** **\$ 24,014.90**



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

April 6, 2023

RH2 Engineering, Inc.  
22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Thad Vesely:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2022 Indirect Cost Rate (ICR) of 211.77% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

[Schatzie Harvey \(Apr 10, 2023 04:52 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

Apr 10, 2023

SH:mya

**EXHIBIT D**  
**Fee Estimate**  
**Amendment No. 2**  
**City of Shelton**  
**SRTS Crosswalk Improvements - Services During Construction**  
**Mar-24**

| Description   |                               | Principal | Staff Engineer | Project Accounting | Administrative Support | Total Hours | Total Labor  | Total Expense | Total Cost   |
|---------------|-------------------------------|-----------|----------------|--------------------|------------------------|-------------|--------------|---------------|--------------|
| Task 1        |                               | 32        | 80             | 2                  | 2                      | 116         | \$ 21,747.90 | \$ 2,267.00   | \$ 24,014.90 |
| 1.1           | Review Submittals             | 8         | 24             |                    | -                      | 32          | \$ 5,792.08  | \$ 660.00     | \$ 6,452.08  |
| 1.2           | Respond to RFIs               | 12        | 24             |                    | -                      | 36          | \$ 7,116.00  | \$ 660.00     | \$ 7,776.00  |
| 1.3           | Provide with Project Closeout | 8         | 32             |                    | -                      | 40          | \$ 6,840.16  | \$ 947.00     | \$ 7,787.16  |
| 1.4           | Provide Project Management    | 4         | -              | 2                  | 2                      | 8           | \$ 1,999.66  | \$ -          | \$ 1,999.66  |
| PROJECT TOTAL |                               | 32        | 80             | 2                  | 2                      | 116         | \$ 21,747.90 | \$ 2,267.00   | \$ 24,014.90 |



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

Touch Date: 03/06/2024  
Brief Date: 03/19/2024  
Action Date: 04/02/2024

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Angleside Grant Agreement  
Approval**

☐

Ordinance

☒ Dept. Head

J.O.H

☐ Finance Director

#### ATTACHMENTS:

☒

Resolution

☐ Attorney

1. Resolution No. 1324-0324
2. Exhibit A, Angleside Reservoir  
Capacity Grant Agreement

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

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

As a part of the Water Comprehensive Plan update project, in early 2023 the City was made aware of some potential deficiencies in water pressure and dead storage issues with the City's reservoir within the Angleside Pressure Zone. Staff have been working with the Department of Health to finalize the Water System Comprehensive Master Plan. BHC Consultants (on-call professional services roster) was hired last month in order to begin addressing these issues within the City's Water System Comprehensive Plan and design of the needed improvements within the Angleside pressure zone in the City. This grant agreement the State Department of Commerce will allow the City to proceed with design and construction of the needed improvements to remove the dead storage within the Angleside reservoir and improve water pressure during large water demand events.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Staff advises that the City Council consider approving these grant monies from the State, as work is proceeding in designing the critical water infrastructure improvements to rectify current deficiencies that exist within the Angleside water pressure zone. These improvements are in-line with the Water Comprehensive Plan that is currently in final review by the State Department of Health.

### BUDGET/FISCAL INFORMATION:

This grant agreement will provide \$1,800,000 dollars that will be used in designing and constructing needed water infrastructure improvement within the Angleside pressure zone.

### PUBLIC INFORMATION REQUIREMENTS:

All materials for this project can be obtained by contacting the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1324-0324 on the April 2, 2024 action agenda for the for further consideration."

**RESOLUTION NO. 1324-0324**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO APPROVE THE ANGLESIDE WATER SYSTEM IMPROVEMENTS  
GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE**

**WHEREAS**, the City was awarded grant monies in order to design and construct improvements within the Angleside pressure zone by the Washington State Department of Commerce in late 2023; and

**WHEREAS**, this project is vitally important in improving the effectiveness of distributing water within the Angleside pressure zone and other areas of the City in providing clean drinking water to our customers; and

**WHEREAS**, the Department of Commerce is requiring that we enter into a grant agreement in order to receive these funds in order to proceed with the design and construction of the project.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton, Washington, that the City Manager is authorized to sign and execute a grant agreement with the State of Washington Department of Commerce for the Angleside pressure zone capacity improvements, as outlined within the attached Grant Agreement Exhibit A.

**INTRODUCED** on the 19<sup>th</sup> of March 2024 and **PASSED** by the City Council at its regular meeting on the 2<sup>nd</sup> of April 2024.

ATTEST:

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

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



Washington State  
Department of  
**Commerce**

**Grant to**

City of Shelton

through

The Local and Community Projects Program

**For**

Angleside Reservoir Capacity Upgrades (Shelton)

**Start date:** 07/01/2023



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# FACE SHEET

Grant Agreement Number: **24-96647-014**

Project Name: **Angleside Reservoir Capacity Upgrades (Shelton)**

## Washington State Department of Commerce Local Government Division Community Development Assistance Unit

|   |  |   |  |
|---|--|---|--|
| <b>1. GRANTEE</b><br>City of Shelton<br>525 W Cota St<br>Shelton, WA 98584-2239   |  | <b>2. GRANTEE Doing Business As (optional)</b><br>N/A   |  |
| <b>3. GRANTEE Representative</b><br>Aaron Nix, Capital Projects Manager<br>(360) 490-0453<br>Aaron.Nix@sheltonwa.gov  |  | <b>4. COMMERCE Representative</b><br>Lisa Glaeser, Grant Manager<br>PO Box 42525, Olympia, WA 98504<br>206-256-6148<br>lisa.glaeser@commerce.wa.gov |  |
| <b>5. Grant Amount</b><br>\$1,800,000.00  | <b>6. Funding Source</b><br><b>Federal:</b> <b>State:</b> X <b>Other:</b> N/A: | <b>7. Start Date</b><br>07/01/2023  | <b>8. End Date</b><br>June 30, 2027,<br>contingent on reappropriation;<br>June 30, 2025, if funds are not<br>reappropriated. |
| <b>9. Federal Funds (as applicable)</b><br>N/A  |  | <b>Federal Agency</b><br>N/A  | <b>CFDA Number</b><br>N/A  |
| <b>10. Tax ID #</b><br>XXXXXXXXXXXXXXXX   | <b>11. SWV #</b><br>SWV0013140-00  | <b>12. UBI #</b><br>252000085   | <b>13. DUNS #</b><br>021830666   |
| <b>14. Grant Purpose</b><br>The purpose of this performance-based Grant Agreement is to provide funding for a legislatively approved project that furthers the goals and objectives of the Local and Community Projects Program as described in Attachment A – Scope of Work (the “Project”).   |  |   |  |
| COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process. |  |   |  |
| <b>FOR GRANTEE</b>  |  | <b>FOR COMMERCE</b>   |  |
| Signature   |  | Mark K. Barkley, Assistant Director<br>Local Government Division  |  |
| Print Name  |  | Date  |  |
| Title   |  | <b>APPROVED AS TO FORM</b>  |  |
| Date  |  | Dawn Cortez, Assistant Attorney General<br>10/3/2023<br>Date  |  |

## DECLARATIONS

### GRANTEE INFORMATION

|                           |                        |
|---------------------------|------------------------|
| GRANTEE Name:             | <b>City of Shelton</b> |
| Grant Agreement Number:   | 24-96647-014           |
| State Wide Vendor Number: | SWV0013140-00          |

### PROJECT INFORMATION

|                   |  |
|-------------------|--|
| Project Name:     | <b>Angleside Reservoir Capacity Upgrades (Shelton)</b> |
| Project City:     | Shelton  |
| Project State:    | Washington   |
| Project Zip Code: | 98584-2239   |

### GRANT AGREEMENT INFORMATION

|  |   |
|--|---|
| Grant Amount:                            | <b>\$1,800,000.00</b>   |
| Appropriation Number:                    | ESSB 5200 SL Section 1025 (2023 Regular Session)  |
| Re-appropriation Number (if applicable): | N/A   |
| Grant Agreement End Date:                | <b>June 30, 2027, contingent on reappropriation;</b><br>June 30, 2025, if funds are not reappropriated. |
| Biennium:                                | 2023-2025   |
| Biennium Close Date:                     | June 30, 2025   |

### PROJECT PURPOSE

The upgrade design of and water system improvements to the Angleside Reservoir pressure zone.

### ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

**Grant Agreement End Date:** In the event funds for the project are reappropriated, the contract end date will be extended pursuant to the reappropriation and consistent with Special Term and Condition 19. Depending on the reappropriation, a contract amendment may be required.

### ADDITIONAL RECITALS

N/A

## **SPECIAL TERMS AND CONDITIONS**

### **GENERAL GRANT STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

#### **1. GRANT MANAGEMENT**

The Representative for each of the parties is identified on the Face Sheet of this Grant Agreement and shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

#### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

#### **3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

- A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
  - ii) Cash dedicated to the Project.
  - iii) Funds available through a letter of credit or other binding loan commitment(s).
  - iv) Pledges from foundations or corporations.
  - v) Pledges from individual donors.
  - vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
  - vii) In-kind contributions, subject to COMMERCE'S approval.
- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

#### **4. PREVAILING WAGE LAW**

The Project funded under this Grant Agreement may be subject to state prevailing wage law (RCW 39.12). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

## **5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this Grant Agreement, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period.
- E. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

## **6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

## **7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the Grantee shall be made on a reimbursement basis only. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.
- F. Other costs authorized through the legislation.

#### **8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Special Terms and Conditions Section 19.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant Agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

**9. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subcontractors and the portion of grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**10. CLOSEOUT CERTIFICATION**

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A. All activities identified in the SCOPE OF WORK shown on Attachment A are complete and the project is useable to the public for the purpose intended by the Legislature, or
- B. When final payment is made and Grantee has certified that the whole project will be completed and the public benefit described maintained for the term of the commitment period.
- C. Notwithstanding anything in A. or B. above, the right to recapture funds or seek other remedies for failure to make the project usable to the public shall survive the closeout or termination of this contract.

**11. INSURANCE**

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant Agreement but no less than

\$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

**Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

**Professional Liability, Errors and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

**Professional Liability, Errors and Omissions Insurance.** The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**13. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, Commerce may suspend, amend, or terminate the contract.

**14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that

COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

**15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; **Provided that**, any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture provision).

**16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet,, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture Provision).

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

#### **19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

#### **20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

#### **21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

The "Copyright Provisions", General Terms and Conditions Section 13, are not intended to apply to any architectural and engineering design work funded by this grant.

#### **22. FRAUD AND OTHER LOSS REPORTING**

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### **23. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 11 (Confidentiality/Safeguarding of Information, COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (the PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

## **GENERAL TERMS AND CONDITIONS**

### **GENERAL GRANT STATE FUNDS**

#### **1. DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate Grant Agreement with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" shall mean an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" and "Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.

#### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

#### **3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

#### **4. ALL WRITINGS CONTAINED HEREIN**

This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

#### **5. AMENDMENTS**

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

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorney's fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [comacctooffice@commerce.wa.gov](mailto:comacctooffice@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

#### **10. BREACHES OF OTHER STATE CONTRACTS**

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant Agreement, or any matter related to the project funded under this Grant Agreement or any other state funded project, including but not limited to

formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant Agreement.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

### **13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

### **14. DISPUTES**

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant Agreement number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **15. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

#### **16. GOVERNING LAW AND VENUE**

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

#### **17. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE'S agents, employees, representatives, or any subcontractor or its employees.

The GRANTEE'S obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the GRANTEE, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

#### **18. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue

to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

#### **19. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

#### **20. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

#### **21. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

#### **22. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

#### **23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant Agreement may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

#### **24. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**25. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**26. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**27. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

**28. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**29. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**30. RIGHT OF INSPECTION**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement.

**31. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

**32. SEVERABILITY**

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

**33. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**34. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant Agreement.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**35. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**36. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**37. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **38. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

### **39. TERMINATION PROCEDURES**

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;

6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

#### **40. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

#### **41. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by the City of Shelton for the upgrade design of and water system improvements to the Angleside Reservoir pressure zone located at 827 South 15th Street, Shelton, WA 98584. This design and construction associated with this project will include but not be limited to:

- Design including 3D visual scan of BPS facilities, geotechnical and survey field investigations, and water system modeling
- Recommission of the Upper Angleside Booster Pump Station (BPS)
- Upgrades to and replacement of pumps at the Lower Angleside BPS
- Water main replacement of existing 6" asbestos-concrete pipe with approximately 1,100 linear feet (LF) of 8" ductile iron piping located at two locations:
  - 710 LF of pipe from 703 S.16th St to approximately 427 S.16th St
  - 310 LF of pipe from Olympic Ave at its intersection with S.12th St and S.13th St
- Replacement of valves
- Upgrades to electronic components
- Supervisory Control and Data Acquisition (SCADA) software programming

This project benefits the public by ensuring the City's ability to provide a clean source of drinking water, adequate water fire protections, improved waterline pressure, and increased storage volume for future growth. These improvements will enable the Grantee to comply with Washington State Department of Health standards for adequate fire hydrant pressures and standby reservoir storage.

This project will begin February 2024 and is anticipated to be completed by December 2025.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

DRAFT COPY ONLY

**ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT**

| <b>Type of Funding</b>       | <b>Source Description</b>               | <b>Amount</b>         |
|------------------------------|---|-----------------------|
| Grant                        | Washington State Department of Commerce | \$1,800,000.00        |
| <b>Other Grants</b>          |   |                       |
| Grant #1                     |   | \$                    |
| <b>Total Other Grants</b>    |   | <b>\$0.00</b>         |
| <b>Other Loans</b>           |   |                       |
| Loan #1                      |   | \$                    |
| <b>Total Loans</b>           |   | <b>\$0.00</b>         |
| <b>Other Local Revenue</b>   |   |                       |
| Source #1                    |   | \$                    |
| <b>Total Local Revenue</b>   |   | <b>\$0.00</b>         |
| <b>Other Funds</b>           |   |                       |
| Source #1                    |   | \$                    |
| <b>Total Other Funds</b>     |   | <b>\$0.00</b>         |
| <b>Total Project Funding</b> |   | <b>\$1,800,000.00</b> |

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

DRAFT COPY ONLY

## **ATTACHMENT C - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES**

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

DRAFT COPY ONLY

**ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**NOT APPLICABLE**



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

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 adopt Resolution No. 1320-0224 as presented".

**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 5<sup>th</sup> day of March 2024 and **passed** by the City Council of the City of Shelton on this 19<sup>th</sup> 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

Aaron Butters, PE  
HW Lochner Inc.

Susan Carter  
Hopelink

Kent Cash, PE  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Dongho Chang, PE  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke  
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE  
City of Sumner

Commissioner Al French  
Spokane County

Councilmember Hilda González  
City of Granger

Commissioner Scott Hutsell  
Lincoln County

Les Reardanz  
Whatcom Transportation Authority

Peter Rogalsky, PE  
City of Richland

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

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](http://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](mailto: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