



Shelton City Council
Meeting Agenda
April 2, 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 110320 through 110363 and EFT payment numbers 226 through 245 in the total amount of \$166,126.23
2. Payroll warrants numbered 3972 through 3976 and 12110 through 12146 and 12147 through 12246. Warrants 110261 through 110279 in the amount of \$873,745.85
3. Minutes:
 - Business Meeting of February 6, 2024
 - Study Session of February 13, 2024

D. Presentations

1. Child Abuse Prevention Proclamation
2. Telecommunicators Proclamation

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

1. Resolution No. 1326-0324 Well #4 Pump Replacement Project Acceptance – Presented by Public Works Director Jay Harris

F. Action Agenda (Action/Public Comment Taken)

1. Ordinance No. 2020-0224 Frontage Improvement Charge & Transportation Impact Fees Code Updates – Presented by Public Works Director Jay Harris
2. Resolution No. 1325-0324 Goble Sampson Sole Source for WesTech Products – Presented by Public Works Director Jay Harris
3. Resolution No. 1327-0324 Goble Sampson Sole Source for Lakeside Fine Screens – Presented by Public Works Director Jay Harris
4. Resolution No. 1322-0324 Library Deck Grant Acceptance – Presented by Parks & Recreation Supervisor Jordanne Krumpols
5. Resolution No. 1321-0224 ADA Transition Plan Contract – Presented by Capital Projects Manager Aaron Nix
6. Resolution No. 1323-0324 Amendment #2-Safe Routes to School Crossing Improvement Project– Presented by Capital Projects Manager Aaron Nix
7. Resolution No. 1324-0324 Approve Angleside Grant Agreement – 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 16, 2024 at 6:00 p.m.

K. Adjourn

Special Note for Virtual Public Participation

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

The public can provide comments virtually by:

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

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

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

Your comments will be relayed directly to the Council.



2024 Looking Ahead

(Items and dates are subject to change)

Tues. 4/9 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 4/5 @ noon
Tues. 4/16 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations • February Financial Status Report • Police Dept. Annual Report Business Agenda <ul style="list-style-type: none"> • Resolution xxxx-xxxx Grant Acceptance WWTP Back-Up Disinfection System Grant Acceptance Action Agenda <ul style="list-style-type: none"> • Resolution No. 1326-0324 Well #4 Pump Replacement Project Acceptance Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 4/5 @ 5:00 p.m.
Tues. 4/23 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> • Municipal Court 	Packet Items Due: 4/19 @ noon
Tues. 5/7 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations • Business Agenda <ul style="list-style-type: none"> • Lease for Mason County Historical Museum Action Agenda <ul style="list-style-type: none"> • Resolution xxxx-xxxx Grant Acceptance WWTP Back-Up Disinfection System Grant Acceptance Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 4/26 @ 5:00 p.m.
Tues. 5/14 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> • Central Mason Fire & EMS 	Packet Items Due: 5/10 @ noon
Tues. 5/21 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations • March Financial Status Report Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Lease for Mason County Historical Museum • Civic Center Rotating Art Gallery Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 5/10 @ 5:00 p.m.

Tues. 5/28 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 5/24 @ noon
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Other – TBD

- 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
- International Property Maintenance Code
- Resolution No. 1317-0224 Police Vehicle Purchase

DRAFT

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 110320 through number 110363 and EFT payment numbers 226 through 245 in the total amount of \$166,126.23 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 15th 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: APPKT03053 - MARCH 15, 2024 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
005900	CAPITAL BUSINESS MACHINES	03/15/2024	EFT	0.00	908.25	226
	Void	03/15/2024	EFT	0.00	0.00	227
VEN02285	CONSEJO COUNSELING & REFERRAL	03/15/2024	EFT	0.00	420.00	228
009231	DARREN PARSE	03/15/2024	EFT	0.00	300.00	229
VEN02319	DENALI WATER SOLUTIONS LLC	03/15/2024	EFT	0.00	4,460.82	230
020010	EVERGREEN RURAL WATER	03/15/2024	EFT	0.00	1,025.00	231
023078	FASTENAL COMPANY	03/15/2024	EFT	0.00	1,267.74	232
040960	GRAINGER	03/15/2024	EFT	0.00	425.27	233
045000	H.D. FOWLER COMPANY	03/15/2024	EFT	0.00	6,867.86	234
132235	MOUNTAIN MIST WATER	03/15/2024	EFT	0.00	176.25	235
151000	P. U. D. # 3	03/15/2024	EFT	0.00	35,880.47	236
	Void	03/15/2024	EFT	0.00	0.00	237
163450	PURCHASE POWER	03/15/2024	EFT	0.00	1,197.95	238
VEN02470	SIMPLY CONTROLS	03/15/2024	EFT	0.00	1,260.72	239
VEN02449	THE NICHOLS GROUP RELATIONS, LI	03/15/2024	EFT	0.00	3,000.00	240
201148	TMG SERVICES, INC.	03/15/2024	EFT	0.00	5,003.17	241
201520	TRAFFIC SAFETY SUPPLY CO.	03/15/2024	EFT	0.00	872.79	242
202392	VERIZON WIRELESS	03/15/2024	EFT	0.00	4,115.79	243
	Void	03/15/2024	EFT	0.00	0.00	244
VEN02437	WALTER E NELSON CO OF WESTERN	03/15/2024	EFT	0.00	177.43	245
002982	APP	03/15/2024	Regular	0.00	3,940.42	110320
002520	ARAMARK	03/15/2024	Regular	0.00	410.02	110321
VEN02338	BHC CONSULTANTS LLC	03/15/2024	Regular	0.00	207.91	110322
VEN02340	BLT SHELTON PONY, LLC	03/15/2024	Regular	0.00	1,909.43	110323
006400	CASCADE NATURAL GAS	03/15/2024	Regular	0.00	3,668.01	110324
008300	CODE PUBLISHING COMPANY	03/15/2024	Regular	0.00	1,359.46	110325
009351	DELAGE LANDEN FINANCIAL SVCS	03/15/2024	Regular	0.00	201.98	110326
009573	DEPT OF ECOLOGY	03/15/2024	Regular	0.00	9,114.00	110327
VEN01592	EDGAR JERONIMO PABLO	03/15/2024	Regular	0.00	560.00	110328
VEN01406	FERGUSON WATERWORKS	03/15/2024	Regular	0.00	18,957.12	110329
VEN02460	FIRST CITIZENS BANK & TRUST CO	03/15/2024	Regular	0.00	515.71	110330
045150	HACH COMPANY	03/15/2024	Regular	0.00	648.72	110331
VEN02425	HUMANE SOCIETY OF MASON COUN	03/15/2024	Regular	0.00	695.11	110332
VEN02487	INSLEE, BEST, DOEZIE & RYDER, P.S.	03/15/2024	Regular	0.00	177.00	110333
087799	LEMAY MOBILE SHREDDING	03/15/2024	Regular	0.00	63.36	110334
109750	MASON COUNTY DISTRICT COURT	03/15/2024	Regular	0.00	800.00	110335
114420	MASON TRANSIT AUTHORITY	03/15/2024	Regular	0.00	490.00	110336
VEN02074	MICHAEL T. SORENSEN	03/15/2024	Regular	0.00	225.67	110337
VEN02241	MICHELLE PUGH	03/15/2024	Regular	0.00	1,228.00	110338
129165	MSA SAFETY SALES, LLC	03/15/2024	Regular	0.00	930.24	110339
VEN02077	NATURAL SELECTION FARMS, INC.	03/15/2024	Regular	0.00	5,231.40	110340
140750	NC MACHINERY CO.	03/15/2024	Regular	0.00	331.74	110341
142300	NISQUALLY INDIAN TRIBE	03/15/2024	Regular	0.00	11,056.50	110342
142952	NORTH CENTRAL LABORATORIES	03/15/2024	Regular	0.00	1,315.55	110343
144504	NSI LAB SOLUTIONS, INC	03/15/2024	Regular	0.00	90.00	110344
VEN02312	ODP BUSINESS SOLUTIONS LLC	03/15/2024	Regular	0.00	371.56	110345
146937	OFFICE OF MINORITY & WOMEN'S E	03/15/2024	Regular	0.00	654.65	110346
VEN01351	OSCAR MATIAS PABLO	03/15/2024	Regular	0.00	420.00	110347
164899	QWEST DBA CENTURYLINK	03/15/2024	Regular	0.00	1,069.18	110348
903584	RIGHT SYSTEMS	03/15/2024	Regular	0.00	12,002.82	110349
178231	SEAN CARNEY	03/15/2024	Regular	0.00	80.00	110350
187000	SHELTON-MASON COUNTY JOURNA	03/15/2024	Regular	0.00	403.00	110351
187000	SHELTON-MASON COUNTY JOURNA	03/15/2024	Regular	0.00	62.00	110352
187000	SHELTON-MASON COUNTY JOURNA	03/15/2024	Regular	0.00	93.00	110353

Check Register

Packet: APPKT03053-MARCH 15, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN02534	SUMMIT TOWING INC	03/15/2024	Regular	0.00	278.13	110354
197259	SUNSET AIR, INC.	03/15/2024	Regular	0.00	641.92	110355
200985	THURSTON CO PUBLIC HEALTH	03/15/2024	Regular	0.00	736.00	110356
VEN01650	THURSTON MASON BEHAVIORAL HI	03/15/2024	Regular	0.00	8,442.50	110357
201300	TOZIER BROS INC.	03/15/2024	Regular	0.00	437.98	110358
201875	TYLER TECHNOLOGIES	03/15/2024	Regular	0.00	7,522.70	110359
201957	ULINE	03/15/2024	Regular	0.00	681.72	110360
202340	UTILITIES UNDERGROUND LOCATIO	03/15/2024	Regular	0.00	44.88	110361
203780	WATER MGMNT LABORATORIES INC	03/15/2024	Regular	0.00	290.00	110362
053987	WESTBAY NAPA AUTO PARTS	03/15/2024	Regular	0.00	407.33	110363

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	44	0.00	98,766.72
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	64	20	0.00	67,359.51
Virtual Payments	0	0	0.00	0.00
	152	64	0.00	166,126.23 ✓

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	3/2024	166,126.23
			166,126.23



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Bank Code: APBNK-Main-APBNK-Main						
005900	CAPITAL BUSINESS MACHINES	03/15/2024	EFT	0.00	908.25	226
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV197235	Invoice	03/07/2024	CONTRACT# CN3230-01		292.97	
001-111-000-51423-4500		Operating Rentals		CONTRACT# CN3230-01	175.78	
001-130-000-51810-4500		Operating Rentals		CONTRACT# CN3230-01	117.19	
INV197236	Invoice	03/07/2024	CBM CONTRACT #CN3370-01		304.22	
001-110-000-51160-4500		Operating Rentals		CONTRACT#CN3370-01	75.14	
001-111-000-51421-4500		Operating Rentals		CONTRACT#CN3370-01	2.86	
001-111-000-51423-4500		Operating Rentals		CONTRACT#CN3370-01	10.65	
001-115-000-51896-4500		Operating Rentals		CONTRACT#CN3370-01	101.76	
001-120-000-51310-4500		Operating Rentals		CONTRACT#CN3370-01	3.44	
001-121-000-51430-4500		Operating Rentals		CONTRACT#CN3370-01	0.85	
001-130-000-51810-4500		Operating Rentals		CONTRACT#CN3370-01	0.27	
001-132-000-51888-4500		Operating Rentals		CONTRACT#CN3370-01	12.17	
001-140-000-55860-4500		Operating Rentals		CONTRACT#CN3370-01	78.34	
001-141-000-57680-4500		Operating Rentals		CONTRACT#CN3370-01	8.45	
001-142-000-51830-4500		Operating Rental		CONTRACT#CN3370-01	9.92	
001-143-000-57320-4500		Operating Rentals		CONTRACT#CN3370-01	0.37	
INV197237	Invoice	03/07/2024	CONTRACT# CN3227-01		38.08	
401-000-000-53480-4501		Operating Rentals - Shop		CONTRACT# CN3227-01	38.08	
INV197238	Invoice	03/07/2024	CONTRACT# CN3364-01		52.66	
401-000-000-53480-4501		Operating Rentals - Shop		CONTRACT# CN3364-01	52.66	
INV197239	Invoice	03/07/2024	CONTRACT#-CN1866-01		83.04	
402-400-000-53580-4500		Operating Rentals		CONTRACT#-CN1866-01	83.04	
INV197259	Invoice	03/07/2024	CONTRACT# CN1692-01		13.35	
001-112-000-51251-4500		Operating Rentals		CONTRACT# CN1692-01	13.35	
INV197260	Invoice	03/07/2024	CONTRACT#CN3142-01		27.20	
001-112-000-51251-4500		Operating Rentals		CONTRACT#CN3142-01	27.20	
INV197261	Invoice	03/07/2024	CONTRACT# CN3143-01		47.12	
001-112-000-51251-4500		Operating Rentals		CONTRACT# CN3143-01	47.12	
INV197262	Invoice	03/07/2024	CONTRACT# CN3144-01		38.08	
001-112-000-51251-4500		Operating Rentals		CONTRACT# CN3144-01	38.08	
INV197263	Invoice	03/07/2024	CONTRACT# CN3588-01		11.53	
001-112-000-51251-4500		Operating Rentals	23-ITC	CONTRACT# CN3588-01	11.53	
	Void	03/15/2024	EFT	0.00	0.00	227
VEN02285	CONSEJO COUNSELING & REFERRAL	03/15/2024	EFT	0.00	420.00	228
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2024-2	Invoice	03/07/2024	FEBRUARY 2024 SERVICES		420.00	
001-112-000-51251-4109		Other Professional Serv	23-ITC	FEBRUARY 2024 SERVICES	420.00	
009231	DARREN PARSE	03/15/2024	EFT	0.00	300.00	229
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INTERPRETATION	Invoice	03/07/2024	INTERPRETATION03062024		300.00	
001-112-000-51251-4106		Interpreter Expenses		INTERPRETATION0306202	300.00	
VEN02319	DENALI WATER SOLUTIONS LLC	03/15/2024	EFT	0.00	4,460.82	230

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	
INV745207	Invoice	03/05/2024	CUST#599121378- TRANSPORTATION	0.00	4,460.82	
402-400-000-53580-4100		Professional Services/Adv		CUST#599121378- TRANSP	4,460.82	
020010	EVERGREEN RURAL WATER	03/15/2024	EFT	0.00	1,025.00	231
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
49296	Invoice	01/01/2024	ANNUAL SYSTEM MEMBERSHIP DUES 202	0.00	1,025.00	
401-000-000-53480-4900		Miscellaneous		ANNUAL SYSTEM MEMBER	1,025.00	
023078	FASTENAL COMPANY	03/15/2024	EFT	0.00	1,267.74	232
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM221845	Invoice	02/28/2024	CUST# WATUM1962- MISC SUPPLIES	0.00	755.94	
402-400-000-53580-3100		Office and Operating		CUST# WATUM1962- MISC	755.94	
WATUM222058	Invoice	03/07/2024	CUST#WATUM1991-TOWELS, GLOVES	0.00	342.00	
001-118-000-52122-3100		Office and Operating		CUST#WATUM1991-TOWE	342.00	
WATUM222060	Invoice	03/07/2024	CUST#WATUM1962- MISC SUPPLIES	0.00	169.80	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962- MISC	169.80	
040960	GRAINGER	03/15/2024	EFT	0.00	425.27	233
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9032954720	Invoice	02/26/2024	ACCT#839177342- ANTISLIP TAPE	0.00	336.49	
404-000-000-53180-3100		Office and Operating		ACCT#839177342- ANTISLI	336.49	
9974566102	Invoice	01/24/2024	ACCT#839177342- BRASS SWIVEL 67806D	0.00	88.78	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT#839177342- BRASS	88.78	
045000	H.D. FOWLER COMPANY	03/15/2024	EFT	0.00	6,867.86	234
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
I6631654	Invoice	02/27/2024	ACCT#194680- QUICK JOINT COUPLINGS	0.00	616.94	
401-000-000-53480-3100		Office and Operating		ACCT#194680- QUICK JOIN	616.94	
I6636055	Invoice	03/05/2024	ACCT#194680- RUBBER METER GASKETS	0.00	486.34	
401-000-000-53480-3100		Office and Operating		ACCT#194680- RUBBER M	486.34	
I6637100	Invoice	03/06/2024	ACCT#194680- STORM PIPES	0.00	1,798.16	
404-000-000-53180-3100		Office and Operating		ACCT#194680- STORM PIP	1,798.16	
I6638028	Invoice	03/07/2024	ACCT#194680 ASPHALTIC COATED/LINED	0.00	3,966.42	
404-000-000-53180-3100		Office and Operating		ACCT#194680 ASPHALTIC	3,966.42	
132235	MOUNTAIN MIST WATER	03/15/2024	EFT	0.00	176.25	235
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
005861896	Invoice	02/23/2024	ACCT#088436- ANIMAL SHELTER	0.00	31.70	
001-140-000-55430-3100		Office and Operating - Ani		ACCT#088436- ANIMAL SH	27.35	
001-140-000-55430-4500		Operating Rentals - Anim		ACCT#088436- ANIMAL SH	4.35	
005874184	Invoice	02/28/2024	ACCT#050147- PW SHOP	0.00	1.00	
401-000-000-53480-3100		Office and Operating		ACCT#050147- PW SHOP	1.00	
005884929	Invoice	03/07/2024	ACCT#088436- PW SHOP	0.00	13.75	
401-000-000-53480-3100		Office and Operating		ACCT#088436- PW SHOP	13.75	
005884930	Invoice	03/07/2024	ACCT#088436 ANIMAL SHELTER	0.00	6.95	
001-140-000-55430-3100		Office and Operating - Ani		ACCT#088436 ANIMAL SH	6.95	
005884940	Invoice	03/07/2024	ACCT#088436- MUNI COURT	0.00	13.75	
001-112-000-51251-3100		Office and Operating		ACCT#088436- MUNI COU	13.75	
005884941	Invoice	03/07/2024	ACCT#088436- ADMIN	0.00	74.95	
001-130-000-51810-3100		Office and Operating		ACCT#088436- ADMIN	74.95	

Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
005884943	Invoice	03/07/2024	ACCT#088436- POLICE	0.00	34.15	
001-118-000-52122-3100		Office and Operating	ACCT#088436- POLICE		34.15	
151000	P. U. D. # 3	03/15/2024	EFT	0.00	35,880.47	236
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
101001MAR24	Invoice	03/06/2024	101001MAR24		93.28	
101-000-000-54264-4700		Utility Services		101001MAR24	93.28	
18515001MAR24	Invoice	03/06/2024	18515001MAR24		81.24	
402-300-000-53580-4700		Utility Services-Sewer Ma		18515001MAR24	81.24	
250321001MAR2	Invoice	03/06/2024	250321001MAR24		83.57	
101-000-000-54270-4700		Utility Services-Roadside		250321001MAR24	83.57	
25911002MAR24	Invoice	03/06/2024	25911002MAR24		115.84	
101-000-000-54264-4700		Utility Services		25911002MAR24	115.84	
25911003MAR24	Invoice	03/06/2024	25911003MAR24		110.93	
001-141-000-57680-4700		Utility Services-Park		25911003MAR24	110.93	
259409001MAR2	Invoice	03/06/2024	259409001MAR24		14,405.16	
402-400-000-53580-4700		Utility Services-Sewer Ma		259409001MAR24	14,405.16	
26551001MAR24	Invoice	03/06/2024	26551001MAR24		2,705.94	
402-400-000-53580-4700		Utility Services-Sewer Ma		26551001MAR24	2,705.94	
26717001MAR24	Invoice	03/06/2024	26717001MAR24		138.28	
401-000-000-53480-4701		Utility Services - Shop		26717001MAR24	138.28	
26729001MAR24	Invoice	03/06/2024	26729001MAR24		455.52	
401-000-000-53480-4700		Utility Services-Water		26729001MAR24	455.52	
26857001MAR24	Invoice	03/06/2024	26857001MAR24		28.68	
101-000-000-54265-4700		Utility Services		26857001MAR24	28.68	
27639001MAR24	Invoice	03/06/2024	27639001MAR24		445.51	
001-142-000-57530-4700		Utility Services-Museum		27639001MAR24	445.51	
27837001MAR24	Invoice	03/06/2024	27837001MAR24		1,825.16	
101-000-000-54263-4700		Utility Services		27837001MAR24	1,825.16	
27839002MAR24	Invoice	03/06/2024	27839002MAR24		10,081.77	
101-000-000-54263-4700		Utility Services		27839002MAR24	10,081.77	
30003001MAR24	Invoice	03/06/2024	30003001MAR24		169.76	
001-141-000-57680-4700		Utility Services-Park		30003001MAR24	169.76	
30003002MAR24	Invoice	03/06/2024	30003002MAR24		1,723.77	
402-400-000-53580-4700		Utility Services-Sewer Ma		30003002MAR24	1,723.77	
32453001MAR24	Invoice	03/06/2024	32453001MAR24		173.43	
001-141-000-57680-4700		Utility Services-Park		32453001MAR24	173.43	
35199001MAR24	Invoice	03/06/2024	35199001MAR24		209.11	
001-140-000-55430-4700		Utility Services-Animal Sh		35199001MAR24	209.11	
35201001MAR24	Invoice	03/06/2024	35201001MAR24		1,821.11	
401-000-000-53480-4700		Utility Services-Water		35201001MAR24	1,821.11	
35337001MAR24	Invoice	03/06/2024	35337001MAR24		89.49	
101-000-000-54264-4700		Utility Services		35337001MAR24	89.49	
35665001MAR24	Invoice	03/06/2024	35665001MAR24		729.75	
001-142-000-57250-4700		Utility Services-Library		35665001MAR24	729.75	
45451001MAR24	Invoice	03/06/2024	45451001MAR24		169.10	
401-000-000-53480-4700		Utility Services-Water		45451001MAR24	169.10	
46051001MAR24	Invoice	03/06/2024	46051001MAR24		149.91	
401-000-000-53480-4700		Utility Services-Water		46051001MAR24	149.91	
47009001MAR24	Invoice	03/06/2024	47009001MAR24		74.16	
402-300-000-53580-4700		Utility Services-Sewer Ma		47009001MAR24	74.16	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	Void	03/15/2024	EFT	0.00	0.00	237
163450	PURCHASE POWER	03/15/2024	EFT	0.00	1,197.95	238
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
80009000113670	Invoice	02/25/2024	8000900011367046FEB24		1,197.95	
001-111-000-51421-4200		Communication		8000900011367046FEB24	399.28	
001-142-000-51890-4215		Communication-Civic Cen		8000900011367046FEB24	399.28	
001-142-000-51890-4215		Communication-Civic Cen		8000900011367046FEB24	399.39	
VEN02470	SIMPLY CONTROLS	03/15/2024	EFT	0.00	1,260.72	239
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
001994	Invoice	12/12/2023	CUST#0001151 VARIABLE FREQ.DRIVE INS		1,224.00	
402-400-000-53580-4800		Repairs and Maintenance		CUST#0001151 VARIABLE	1,224.00	
F001147	Invoice	02/02/2024	FINANCE CHARGE		18.36	
402-400-000-53580-4900		Miscellaneous		FINANCE CHARGE	18.36	
F001151	Invoice	03/01/2024	CUST#0001151- FINANCE CHARGE		18.36	
402-400-000-53580-4900		Miscellaneous		CUST#0001151- FINANCE	18.36	
VEN02449	THE NICHOLS GROUP RELATIONS, LI	03/15/2024	EFT	0.00	3,000.00	240
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2191	Invoice	03/11/2024	CONSULTING SERVICES MARCH 2024		3,000.00	
001-120-000-51310-4100		Professional Services/Adv		CONSULTING SERVICES M	3,000.00	
201148	TMG SERVICES, INC.	03/15/2024	EFT	0.00	5,003.17	241
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0051374-IN	Invoice	03/01/2024	CUST#1908050-CLEAN/INSPECTED/REGAS		5,003.17	
402-640-000-53580-4800		Repairs and Maintenance		CUST#1908050-CLEAN/INS	5,003.17	
201520	TRAFFIC SAFETY SUPPLY CO.	03/15/2024	EFT	0.00	872.79	242
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INVO67682	Invoice	02/27/2024	CUST#C000981- CUSTOM WWTP SIGNS		872.79	
402-400-000-53580-3100		Office and Operating		CUST#C000981- CUSTOM	436.40	
402-640-000-53580-3100		Office and Operating		CUST#C000981- CUSTOM	436.39	
202392	VERIZON WIRELESS	03/15/2024	EFT	0.00	4,115.79	243
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9957212578	Invoice	02/20/2024	ACCT# 972465947-00001		3,140.21	
001-115-000-51895-4200		Communication		ACCT# 972465947-00001	295.54	
001-118-000-52122-4200		Communication		ACCT# 972465947-00001	1,802.43	
001-130-000-51810-4200		Communication		ACCT# 972465947-00001	42.22	
001-132-000-51888-4200		Communication		ACCT# 972465947-00001	82.23	
001-140-000-55850-4200		Communication		ACCT# 972465947-00001	82.23	
001-140-000-55860-4200		Communication		ACCT# 972465947-00001	40.01	
001-141-000-57680-4200		Communication		ACCT# 972465947-00001	42.22	
101-000-000-54264-4200		Communications		ACCT# 972465947-00001	42.22	
401-000-000-53480-4200		Communication		ACCT# 972465947-00001	253.32	
402-400-000-53580-4200		Communication		ACCT# 972465947-00001	295.54	
404-000-000-53180-4200		Communication		ACCT# 972465947-00001	120.03	
503-000-000-54865-4200		Communication		ACCT# 972465947-00001	42.22	
9957401849	Invoice	02/23/2024	ACCT#342078219-00001		373.36	
001-115-000-51895-4200		Communication		ACCT#342078219-00001	147.78	
001-140-000-55430-4200		Communication - Animal		ACCT#342078219-00001	42.75	
001-140-000-55850-4200		Communication		ACCT#342078219-00001	42.75	
401-000-000-53480-4200		Communication		ACCT#342078219-00001	70.02	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
402-400-000-53580-4200		Communication	ACCT#342078219-00001		70.06	
9957496146	Invoice	02/23/2024	ACCT#942084392-00001	0.00	602.22	
001-110-000-51160-4200		Communication	ACCT#942084392-00001		299.25	
001-111-000-51423-4200		Communication	ACCT#942084392-00001		42.75	
001-112-000-51251-4200		Communication	23-ITC	ACCT#942084392-00001	42.75	
001-112-000-51251-4200		Communication	ACCT#942084392-00001		42.75	
001-120-000-51310-4200		Communication	ACCT#942084392-00001		42.75	
001-121-000-51430-4200		Communication	ACCT#942084392-00001		42.75	
001-140-000-55850-4200		Communication	ACCT#942084392-00001		59.92	
001-142-000-51830-4200		Communication	ACCT#942084392-00001		29.30	
	Void	03/15/2024	EFT	0.00	0.00	244
VEN02437	WALTER E NELSON CO OF WESTERN	03/15/2024	EFT	0.00	177.43	245
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
974537	Invoice	03/08/2024	CUST#12400- STREET ODOR, BLEACH, GL	0.00	177.43	
001-140-000-55430-3100		Office and Operating - Ani		CUST#12400- STREET ODO	177.43	
002982	APP	03/15/2024	Regular	0.00	3,940.42	110320
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24-043957	Invoice	03/06/2024	ACCT#AP7500158- FUEL	0.00	3,940.42	
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158- FUEL	3,940.42	
002520	ARAMARK	03/15/2024	Regular	0.00	410.02	110321
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120261351	Invoice	06/14/2023	ACCT#792105973- COVERALLS, MAT, TOW	0.00	65.71	
402-400-000-53580-4900		Miscellaneous		ACCT#792105973- COVER	65.71	
5120342369	Invoice	10/25/2023	ACCT#792105973- COVERALLS, MAT, TOW	0.00	65.71	
402-400-000-53580-4900		Miscellaneous		ACCT#792105973- COVER	65.71	
5120415229	Invoice	02/21/2024	CUST#792105973- COVERALLS, MAT, TOW	0.00	68.01	
402-400-000-53580-4900		Miscellaneous		CUST#792105973- COVER	68.01	
5120419444	Invoice	02/28/2024	CUST#792105972-COVERALLS, MAT, TOW	0.00	71.29	
401-000-000-53480-4901		Miscellaneous - Shop		CUST#792105972-COVERA	71.29	
5120419445	Invoice	02/28/2024	CUST#792105973- COVERALLS, MAT, TOW	0.00	68.01	
402-400-000-53580-4900		Miscellaneous		CUST#792105973- COVER	68.01	
5120423724	Invoice	03/06/2024	CUST#792105972- COVERALLS, MAT, TOW	0.00	71.29	
401-000-000-53480-4901		Miscellaneous - Shop		CUST#792105972- COVER	71.29	
VEN02338	BHC CONSULTANTS LLC	03/15/2024	Regular	0.00	207.91	110322
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0019407	Invoice	03/05/2024	UNIFIED DEVELOPMENT CODE REVISIONS	0.00	207.91	
001-140-000-55860-4100		Professional Services/Adv		UNIFIED DEVELOPMENT C	207.91	
VEN02340	BLT SHELTON PONY, LLC	03/15/2024	Regular	0.00	1,909.43	110323
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
650467	Invoice	02/19/2024	VIN#4818 INSTALL PASSENGER AIR BAG	0.00	816.29	
001-118-000-52122-4805		Repairs and Maintenance		VIN#4818 INSTALL PASSEN	816.29	
650758	Invoice	03/01/2024	VIN#5172 INSTALL MOTOR MOUNTS	0.00	1,093.14	
001-118-000-52122-4805		Repairs and Maintenance		VIN#5172 INSTALL MOTOR	1,093.14	
006400	CASCADE NATURAL GAS	03/15/2024	Regular	0.00	3,668.01	110324

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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	
01912100003MA	Invoice	03/04/2024	01912100003MAR24		176.10	
001-140-000-55430-4700		Utility Services-Animal Sh		01912100003MAR24	176.10	
07912100000MA	Invoice	03/04/2024	07912100000MAR24		680.04	
001-142-000-57250-4700		Utility Services-Library		07912100000MAR24	680.04	
31538372017MA	Invoice	03/04/2024	31538372017MAR24		746.80	
402-400-000-53580-4700		Utility Services-Sewer Ma		31538372017MAR24	746.80	
53617506497MA	Invoice	03/04/2024	53617506497MAR24		104.10	
401-000-000-53480-4701		Utility Services - Shop		53617506497MAR24	104.10	
70912100008MA	Invoice	03/04/2024	70912100008MAR24		720.62	
401-000-000-53480-4701		Utility Services - Shop		70912100008MAR24	720.62	
80912100007MA	Invoice	03/04/2024	80912100007MAR24		71.37	
401-000-000-53480-4701		Utility Services - Shop		80912100007MAR24	71.37	
88112100008MA	Invoice	03/04/2024	88112100008MAR24		495.47	
001-142-000-51890-4715		Utility Services-Civic Ctr		88112100008MAR24	495.47	
90912100006MA	Invoice	03/04/2024	90912100006MAR24		673.51	
401-000-000-53480-4701		Utility Services - Shop		90912100006MAR24	673.51	
008300	CODE PUBLISHING COMPANY	03/15/2024	Regular	0.00	1,359.46	110325
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
GCI0013446	Invoice	02/29/2024	CUST#SH4639- MUNI CODE	WEB UPDATE	1,359.46	
001-110-000-51160-4100		Professional Services/Adv		CUST#SH4639- MUNI COD	1,359.46	
009351	DELAGÉ LANDEN FINANCIAL SVCS	03/15/2024	Regular	0.00	201.98	110326
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
82115617	Invoice	03/09/2024	CONTRACT# 500-50411706		201.98	
001-118-000-59121-7001		Long Term Lease - Police		CONTRACT# 500-5041170	201.98	
009573	DEPT OF ECOLOGY	03/15/2024	Regular	0.00	9,114.00	110327
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24-ST0006216B-1	Invoice	02/23/2024	10891 SR101 RECLAIMED WATER PLANT		4,557.00	
402-640-000-53580-4101		SEWER Satellite-Sludge P		10891 SR101 RECLAIMED	4,557.00	
24-WA0023345B-	Invoice	02/23/2024	SHELTON STP		4,557.00	
402-400-000-53580-4101		Sludge Permit/Tipping/Ac		SHELTON STP	4,557.00	
VEN01592	EDGAR JERONIMO PABLO	03/15/2024	Regular	0.00	560.00	110328
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
619	Invoice	03/07/2024	THERAPEUTIC COURT		560.00	
001-112-000-51251-4106		Interpreter Expenses	23-ITC	THERAPEUTIC COURT	560.00	
VEN01406	FERGUSON WATERWORKS	03/15/2024	Regular	0.00	18,957.12	110329
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0030075	Invoice	02/26/2024	CUST#2543-MISC PARTS-2020,2410,2420		2,241.17	
401-000-000-53480-3100		Office and Operating		CUST#2543-MISC PARTS-2	2,241.17	
0031936	Invoice	02/23/2024	CUST#2544 METERS PO#24-019		14,845.06	
401-000-000-53480-3100		Office and Operating		CUST#2544 METERS PO#2	14,845.06	
0032144	Invoice	02/26/2024	CUST#2543 AMI PR1060,4040,2950,2940,		1,870.89	
401-000-000-53480-3100		Office and Operating		CUST#2543 AMI PR1060,4	94.51	
411-000-000-59434-6300		Construction	21-AMR	CUST#2543 AMI PR1060,4	888.19	
412-000-000-59435-6300		Construction	21-AMR	CUST#2543 AMI PR1060,4	888.19	

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VEN02460	FIRST CITIZENS BANK & TRUST CO	03/15/2024	Regular	0.00	515.71	110330
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
44354656	Invoice	03/12/2024	CUST#2000176406- COURT	0.00	515.71	
001-112-000-59112-7001		Long Term Lease - Muni C		CUST#2000176406- COUR	515.71	
045150	HACH COMPANY	03/15/2024	Regular	0.00	648.72	110331
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
13954769	Invoice	03/11/2024	ACCT#341640- MISC SUPPLIES	0.00	648.72	
402-400-000-53580-3100		Office and Operating		ACCT#341640- MISC SUPP	648.72	
VEN02425	HUMANE SOCIETY OF MASON COUN	03/15/2024	Regular	0.00	695.11	110332
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2146547	Invoice	02/21/2024	ONYX- NEUTER, VACCINE, MICRO CHIP	0.00	237.13	
001-140-000-55430-4100		Professional Services/Adv		ONYX- NEUTER, VACCINE,	237.13	
2148931	Invoice	02/29/2024	BIGGIE, LUCY- NEUTER/SPAY/VACCINES	0.00	457.98	
001-140-000-55430-4100		Professional Services/Adv		BIGGIE, LUCY- NEUTER/SPA	457.98	
VEN02487	INSLEE, BEST, DOEZIE & RYDER, P.S.	03/15/2024	Regular	0.00	177.00	110333
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
402319	Invoice	08/15/2023	CLIENT#370859 HEARING EXAMINER	0.00	177.00	
001-140-000-55930-4102		Prof Serv/Advertising-Aba		CLIENT#370859 HEARING	177.00	
087799	LEMAY MOBILE SHREDDING	03/15/2024	Regular	0.00	63.36	110334
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4830810S185	Invoice	03/01/2024	ACCT#2185-952778-454- SHRED	0.00	31.68	
001-118-000-52122-4100		Patrol-Professional Servic		ACCT#2185-952778-454- S	31.68	
4832046S185	Invoice	03/01/2024	ACCT#2185-952778-1207 FINANCE	0.00	31.68	
001-111-000-51421-4100		Professional Services/Adv		ACCT#2185-952778-1207	7.92	
001-111-000-51423-4100		Professional Services/Adv		ACCT#2185-952778-1207	23.76	
109750	MASON COUNTY DISTRICT COURT	03/15/2024	Regular	0.00	800.00	110335
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CONSULTATIONM	Invoice	03/04/2024	PROBATION CONSULT ITC COURT/MAR24	0.00	800.00	
001-112-000-51251-4109		Other Professional Servic	23-ITC	PROBATION CONSULT ITC	800.00	
114420	MASON TRANSIT AUTHORITY	03/15/2024	Regular	0.00	490.00	110336
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11148	Invoice	02/29/2024	CUST# CIT100- EVENT RENTAL INCOME FE	0.00	490.00	
001-141-000-57120-4500		Operating Rentals		CUST# CIT100- EVENT REN	490.00	
VEN02074	MICHAEL T. SORENSEN	03/15/2024	Regular	0.00	225.67	110337
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
240301	Invoice	03/10/2024	REPAIR/REPLACE CONTROLLER CABINET P	0.00	225.67	
101-000-000-54264-4800		Repairs and Maint-Signals		REPAIR/REPLACE CONTRO	225.67	
VEN02241	MICHELLE PUGH	03/15/2024	Regular	0.00	1,228.00	110338
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FEB/2024YOGA	Invoice	03/07/2024	FEB/2024YOGA	0.00	1,228.00	
001-141-000-57120-4100		Professional Services/Adv		FEB/2024YOGA	1,228.00	
129165	MSA SAFETY SALES, LLC	03/15/2024	Regular	0.00	930.24	110339

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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	
963824254	Invoice	02/29/2024	CUST# 574166 SENSOR EXCHANGE	0.00	930.24	
402-400-000-53580-4800		Repairs and Maintenance		CUST# 574166 SENSOR EX	930.24	
VEN02077	NATURAL SELECTION FARMS, INC.	03/15/2024	Regular	0.00	5,231.40	110340
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
7451	Invoice	01/01/2024	JANUARY 2024 BIOSOLIDS	0.00	5,231.40	
402-400-000-53580-4100		Professional Services/Adv		JANUARY 2024 BIOSOLIDS	5,231.40	
140750	NC MACHINERY CO.	03/15/2024	Regular	0.00	331.74	110341
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CHCS0416938	Invoice	03/01/2024	CUST#9996036- PARTS 00042D	0.00	331.74	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		CUST#9996036- PARTS 000	331.74	
142300	NISQUALLY INDIAN TRIBE	03/15/2024	Regular	0.00	11,056.50	110342
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
38826	Invoice	02/29/2024	INCARCERATION/BOOKING FEES FEB 2024	0.00	11,056.50	
001-123-000-52360-4103		Professional Services/Adv		INCARCERATION/BOOKIN	11,056.50	
142952	NORTH CENTRAL LABORATORIES	03/15/2024	Regular	0.00	1,315.55	110343
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
499742	Invoice	02/16/2024	ACCT#42215- MISC SUPPLIES	0.00	147.08	
402-400-000-53580-3100		Office and Operating		ACCT#42215- MISC SUPPLI	147.08	
499777	Invoice	02/19/2024	ACCT#42215- MISC SUPPLIES	0.00	167.71	
402-400-000-53580-3100		Office and Operating		ACCT#42215- MISC SUPPLI	167.71	
500359	Invoice	02/29/2024	ACCT#42215- MISC SUPPLIES	0.00	1,000.76	
402-400-000-53580-3100		Office and Operating		ACCT#42215- MISC SUPPLI	1,000.76	
144504	NSI LAB SOLUTIONS, INC	03/15/2024	Regular	0.00	90.00	110344
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
431784	Invoice	03/06/2024	CUST#21545- TESTS	0.00	90.00	
402-400-000-53580-4100		Professional Services/Adv		CUST#21545- TESTS	90.00	
VEN02312	ODP BUSINESS SOLUTIONS LLC	03/15/2024	Regular	0.00	371.56	110345
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
355214665001	Invoice	02/22/2024	ACCT#28972108- 48X72MAGNETIC WHIT	0.00	213.23	
402-400-000-53580-3100		Office and Operating		ACCT#28972108- 48X72M	213.23	
355215093001	Invoice	02/21/2024	ACCT#28972108- ADJUSTABLE HANGERS	0.00	37.63	
402-400-000-53580-3100		Office and Operating		ACCT#28972108- ADJUSTA	37.63	
356038672001	Invoice	02/23/2024	ACCT#28972108- 32 GB USB FLASH DRIVE	0.00	71.79	
402-400-000-53580-3100		Office and Operating		ACCT#28972108- 32 GB U	71.79	
356039220001	Invoice	02/23/2024	ACCT#28972108- 32GB METAL EXECUTIVE	0.00	48.91	
402-400-000-53580-3100		Office and Operating		ACCT#28972108- 32GB M	48.91	
146937	OFFICE OF MINORITY & WOMEN'S E	03/15/2024	Regular	0.00	654.65	110346
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
30314709	Invoice	03/05/2024	ACCT#22301-001 POLITICAL SUBDIVISION	0.00	654.65	
001-115-000-51896-4100		Professional Services/Adv		ACCT#22301-001 POLITICA	654.65	
VEN01351	OSCAR MATIAS PABLO	03/15/2024	Regular	0.00	420.00	110347

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INTERPRETATION Invoice		03/11/2024	INTERPRETATION03042024		0.00	140.00
001-112-000-51251-4106		Interpreter Expenses		INTERPRETATION0304202		140.00
INTERPRETATION Invoice		03/07/2024	INTERPRETATION03062024		0.00	280.00
001-112-000-51251-4106		Interpreter Expenses		INTERPRETATION0306202		280.00
164899	QWEST DBA CENTURYLINK	03/15/2024	Regular	0.00	1,069.18	110348
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
360Z260219722B Invoice		02/26/2024	360Z260219722BFEB24		0.00	1,069.18
401-000-000-53480-4201		Communication - Shop		360Z260219722BFEB24		152.79
402-300-000-53580-4200		Communication		360Z260219722BFEB24		56.84
402-400-000-53580-4200		Communication		360Z260219722BFEB24		372.23
402-400-000-53580-4200		Communication		360Z260219722BFEB24		225.37
402-640-000-53580-4200		Communication		360Z260219722BFEB24		261.95
903584	RIGHT SYSTEMS	03/15/2024	Regular	0.00	12,002.82	110349
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SI-185654 Invoice		03/05/2024	CUST#COS006- MANAGED SVCS		0.00	12,002.82
001-132-000-51888-4100		Data Processing-Prof Svcs		CUST#COS006- MANAGED		12,002.82
178231	SEAN CARNEY	03/15/2024	Regular	0.00	80.00	110350
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FEB/2024KIMUD Invoice		03/07/2024	FEB/2024KIMUDO		0.00	80.00
001-141-000-57120-4100		Professional Services/Adv		FEB/2024KIMUDO		80.00
187000	SHELTON-MASON COUNTY JOURNA	03/15/2024	Regular	0.00	403.00	110351
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
123287 Invoice		02/22/2024	PLAN REVIEW, CIVIC CNTR, POLICE SECURI		0.00	403.00
001-140-000-55860-4100		Professional Services/Adv		PLAN REVIEW, CIVIC CNTR		403.00
187000	SHELTON-MASON COUNTY JOURNA	03/15/2024	Regular	0.00	62.00	110352
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
123460 Invoice		02/29/2024	STORMWTR, WTR, SEWER & RECLAIMED		0.00	62.00
001-110-000-51160-4100		Professional Services/Adv		STORMWTR, WTR, SEWER		62.00
187000	SHELTON-MASON COUNTY JOURNA	03/15/2024	Regular	0.00	93.00	110353
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
123606 Invoice		03/07/2024	TRANSPORTATION RELATED DEVELOPME		0.00	93.00
001-110-000-51160-4100		Professional Services/Adv		TRANSPORTATION RELATE		93.00
VEN02534	SUMMIT TOWING INC	03/15/2024	Regular	0.00	278.13	110354
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
70931 Invoice		02/19/2024	TOW-SPD 69989D		0.00	278.13
001-118-000-52122-4100		Patrol-Professional Servic		TOW-SPD 69989D		278.13
197259	SUNSET AIR, INC.	03/15/2024	Regular	0.00	641.92	110355
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
108140 Invoice		01/24/2024	CUST# CIT245- CASSETTE UNIT MAINT		0.00	641.92
001-142-000-51890-4815		Repairs and Maintenance		CUST# CIT245- CASSETTE		641.92
200985	THURSTON CO PUBLIC HEALTH	03/15/2024	Regular	0.00	736.00	110356

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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	
LABFEESFEB2024	Invoice	03/07/2024	LABFEESFEB2024		736.00	
401-000-000-53480-4100		Professional Services/Adv		LABFEESFEB2024	736.00	
VEN01650	THURSTON MASON BEHAVIORAL HI	03/15/2024	Regular	0.00	8,442.50	110357
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV-102005	Invoice	02/14/2024	CUST# C-0025- CRISIS JANUARY 2024		8,442.50	
001-118-000-52122-4100		Patrol-Professional Servic		cUST#C-0025- CRISIS JANU	8,442.50	
201300	TOZIER BROS INC.	03/15/2024	Regular	0.00	437.98	110358
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
468485	Invoice	02/28/2024	CUST#20090- CHEM RESIST SPRAYER, CA	0.00	14.11	
402-400-000-53580-3100		Office and Operating		CUST#20090- CHEM RESIS	14.11	
468488	Credit Memo	02/28/2024	CUST#20090- CANDY	0.00	-0.21	
402-400-000-53580-3100		Office and Operating		CUST#20090- CANDY	-0.21	
468539	Invoice	03/04/2024	CUST#20090- MENDER HOSE	0.00	4.89	
402-400-000-53580-3100		Office and Operating		CUST#20090- MENDER HO	4.89	
468543	Invoice	03/04/2024	CUST#20090- HOSE BARBS, MENDER, CLA	0.00	16.28	
402-400-000-53580-3100		Office and Operating		CUST#20090- HOSE BARBS	16.28	
468565	Invoice	03/04/2024	CUST#20090- NUTS, BOLTS, KEY ID TAG	0.00	20.05	
401-000-000-53480-3100		Office and Operating		CUST#20090- NUTS, BOLTS	20.05	
468566	Invoice	03/04/2024	CUST#20090- PROPANE TANKS	0.00	168.10	
101-000-000-54230-3100		Office and Operating		CUST#20090- PROPANE TA	168.10	
468579	Invoice	03/05/2024	CUST# 20090- SHUTOFF HOSE, NUTS, BOL	0.00	25.95	
402-400-000-53580-3100		Office and Operating		CUST# 20090- SHUTOFF H	25.95	
468603	Invoice	03/06/2024	CUST#20090- HOSE BARB, ELBOW GLV	0.00	6.83	
402-400-000-53580-3100		Office and Operating		CUST#20090- HOSE BARB,	6.83	
468615	Invoice	03/07/2024	CUST#20090- NYLON ROPE	0.00	19.14	
001-142-000-51890-3115		Office and Operating-Civi		CUST#20090- NYLON ROPE	19.14	
468631	Invoice	03/07/2024	CUST#20090- 5GAL BUCKET, LID,12" WRE	0.00	63.87	
402-300-000-53580-3100		Office and Operating		CUST#20090- 5GAL BUCKE	63.87	
468641	Invoice	03/08/2024	CUST#20090- DRAIN OPENER ACID	0.00	25.25	
001-141-000-57680-3100		Office and Operating		CUST#20090- DRAIN OPE	25.25	
468677	Invoice	03/11/2024	CUST#20090- MISC SUPPLIES	0.00	62.68	
001-141-000-57680-3100		Office and Operating		CUST#20090- MISC SUPPLI	62.68	
468708	Invoice	03/12/2024	CUST#20090- SOCKET ADAPTER	0.00	3.99	
402-400-000-53580-3100		Office and Operating		CUST#20090- SOCKET ADA	3.99	
468710	Invoice	03/12/2024	CUST#20090- NUTS AND BOLTS	0.00	7.05	
402-400-000-53580-3100		Office and Operating		CUST#20090- NUTS AND B	7.05	
201875	TYLER TECHNOLOGIES	03/15/2024	Regular	0.00	7,522.70	110359
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
025-434773	Invoice	09/01/2023	CUST#48155 REGISTRATION/TRAINING 23	0.00	7,522.70	
001-140-000-55850-4100		Professional Services/Adv		CUST#48155 REGISTRATIO	7,522.70	
201957	ULINE	03/15/2024	Regular	0.00	681.72	110360

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	
175496405	Invoice	03/12/2024	CUST#18745978- MISC SUPPLIES	0.00	681.72	
401-000-000-53480-3100		Office and Operating		CUST#18745978- MISC SU	230.66	
402-400-000-53580-3100		Office and Operating		CUST#18745978- MISC SU	349.06	
404-000-000-53180-3100		Office and Operating		CUST#18745978- MISC SU	102.00	
202340	UTILITIES UNDERGROUND LOCATIO	03/15/2024	Regular	0.00	44.88	110361
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4020228	Invoice	02/29/2024	ACCT#100100 FEBRUARY EXCAVATION NO	0.00	44.88	
401-000-000-53480-4100		Professional Services/Adv		ACCT#100100 FEBRUARY E	14.96	
402-400-000-53580-4100		Professional Services/Adv		ACCT#100100 FEBRUARY E	14.96	
404-000-000-53180-4105		Professional Services/Adv		ACCT#100100 FEBRUARY E	14.96	
203780	WATER MGMNT LABORATORIES INC	03/15/2024	Regular	0.00	290.00	110362
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
218628	Invoice	02/29/2024	AS201R- TESTS	0.00	290.00	
402-400-000-53580-4100		Professional Services/Adv		AS201R- TESTS	290.00	
053987	WESTBAY NAPA AUTO PARTS	03/15/2024	Regular	0.00	407.33	110363
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
065007	Invoice	12/26/2023	ACCT#4296 PWR STEER FLUID, FUEL HOSE	0.00	28.41	
503-000-000-54865-3100		Office and Operating		ACCT#4296 PWR STEER FL	28.41	
065053	Invoice	12/27/2023	ACCT#4296 PWR STEERING FLUID	0.00	19.49	
402-400-000-53580-3100		Office and Operating		ACCT#4296 PWR STEERIN	19.49	
073025	Invoice	02/28/2024	ACCT#4296- MAGNETIC GLV, SPRAY CAN	0.00	93.93	
404-000-000-53180-3100		Office and Operating		ACCT#4296- MAGNETIC GL	93.93	
073506	Invoice	03/03/2024	ACCT# 4296- WIPER BLADE UNIT 18	0.00	17.39	
001-118-000-52122-3110		Office & Operating-Auto		ACCT# 4296- WIPER BLAD	17.39	
073724	Invoice	03/05/2024	ACCT#4296- BULB UNIT 01	0.00	4.47	
001-118-000-52122-3110		Office & Operating-Auto		ACCT#4296- BULB UNIT 01	4.47	
074038	Invoice	03/07/2024	ACCT#4296- BATTERY, CORE DEPOSIT/629	0.00	133.65	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT#4296- BATTERY, COR	133.65	
074497	Invoice	03/11/2024	ACCT#4296- PCV VALVE, FUEL FILTER 629	0.00	16.67	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT#4296- PCV VALVE, F	16.67	
074690	Invoice	03/12/2024	ACCT#4296- OXYGEN SENSOR 62976D	0.00	93.32	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT#4296- OXYGEN SENS	93.32	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	44	0.00	98,766.72
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	64	20	0.00	67,359.51
Virtual Payments	0	0	0.00	0.00
	152	64	0.00	166,126.23

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	3/2024	166,126.23
			<u>166,126.23</u>

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described within payroll warrants numbered 3972 through 3976 and 12110 through 12146 and 12147 through 12246. Warrants 110261 through 110279 in the amount of \$873,745.85 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 11th of March, 2024.


Finance Director

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

Signed this _____ of _____, 2024.

Mayor Onisko

Deputy Mayor Schmit

Councilmember George Blush

Councilmember Tom Gilmore

Councilmember Miguel Gutierrez

Councilmember Sharon Schirman

Councilmember Melissa Stearns



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

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

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

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

Personnel:

City Manager Mark Ziegler
City Clerk Donna Nault
Community & Economic Development Director Jae Hill
Public Works Director Jay Harris
Capital Projects Manager Aaron Nix

CALL TO ORDER

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

LATE CHANGES TO THE AGENDA

None

CITY COUNCIL REPORTS

Mason County Board of Health
Shelton Memorial Park Board

CONSENT AGENDA

1. Vouchers numbered 109831 through 109903 and EFT payment numbers 101 through 121 in the total amount of \$479,822.33
2. Vouchers numbered 109904 through 109945 and EFT payment numbers 122 through 127 in the total amount of \$420,359.84
3. Vouchers numbered 109955 through 109980 and EFT payment numbers 129 through 136 in the total amount of \$174,516.63
4. Vouchers numbered 109981 through 110008 and EFT payment numbers 137 through 146 in the total amount of \$47,142.29
5. Vouchers numbered 11009 through 110039 and EFT payment numbers 147 through 157 in the total amount of \$1,154,043.07
6. Payroll warrants numbered 3954 through 3958 and 11506 through 11544 and 11545 through 11649. Warrants 109466 through 109483 in the amount of \$899,325.62
7. Payroll warrants numbered 3959 through 3965 and 11688 through 11725 and 11726 through 11828. Warrants 109639 through 109656 in the amount of \$956,512.99
8. Payroll warrants numbered 3966 through 3968 and 11832 through 11869 and 11870 through 11972. Warrants 109813 through 109830 in the amount of \$874,801.25
9. Minutes:
 - Business Meeting of January 2, 2024
 - Study Session of January 9, 2024

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Stearns to approve the consent agenda as published. Passed.

BUSINESS AGENDA

1. Resolution No. 1313-0124 Acceptance of Comprehensive Planning Grant Funding – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill presented information regarding comprehensive planning grant funding acceptance. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Blush to forward Resolution No. 1313-0124 to the February 20, 2024 action agenda for further consideration. Passed.

2. Resolution No. 1314-0124 Acceptance of Climate & Resilience Grant Funding – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill presented information regarding climate & resilience grant funding acceptance. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to forward Resolution No. 1314-0124 to the February 20, 2024 action agenda for further consideration. Passed.

Mayor Onisko recessed from the regular meeting and opened a public hearing.

3. Public Hearing Ordinance No. 2019-0124 General Facility Charges Update – Presented by Public Works Director Jay Harris

Public Works Director Harris presented information regarding updated general facility charges. Discussion followed. No public testimony. City Clerk Nault provided a reading of Ordinance No. 2019-0124.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to forward Ordinance No. 2019-0124 to the February 20, 2024 action agenda for further consideration. Passed.

Mayor Onisko closed the public hearing and resumed the regular meeting.

ACTION AGENDA

1. Resolution No. 1310-1223 Water Department Vehicle Purchase – Presented by Public Works Director Jay Harris

Public Works Director Harris presented information regarding a water department vehicle purchase. Discussion followed. No public comment. City Clerk Nault provided a reading of Resolution No. 1310-1223.

A motion was made by Councilmember Schirman and seconded by Councilmember Blush to adopt Resolution No. 1310-1223 as presented. Passed.

2. Resolution No. 1306-1223 Angleside Reservoir Capacity Upgrades – Presented by Capital Projects Manager Aaron Nix

Capital Projects Manager Nix presented information regarding Angleside reservoir capacity upgrades. No discussion. No public comment. City Clerk Nault provided a reading of Resolution No. 1306-1223.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to approve Resolution No. 1306-1223 as presented. Passed.

3. Council Committee and Board Assignments – Presented by City Manager Mark Ziegler.

City Manager Ziegler discussed the Council committee and board assignments. No discussion. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Stearns to approve the Council board and committee assignments presented. Passed.

ADMINISTRATION REPORT

1. City Manager Report

- Discussed items that have recently been added to Looking Ahead

GENERAL PUBLIC COMMENT (3-minute time limit)

In-Person:

Dean Jewett

Zoom:

Colleen Carmichael

NEW ITEMS FOR DISCUSSION

None

ANNOUNCEMENT OF NEXT MEETING

Study Session – February 13, 2024 at 6:00 p.m.

City Council Meeting – February 20, 2024 at 6:00 p.m.

MEETING ADJOURN

Mayor Onisko adjourned the meeting at 6:43 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Study Session Minutes
February 13, 2024 – 6:00 p.m.
Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

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

Personnel:

City Manager Mark Ziegler
City Clerk Donna Nault
Police Chief Chris Kostad
Police Captain Dan Patton

CALL TO ORDER

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

STUDY AGENDA

1. Public Safety 101 – Presented by Police Chief Chris Kostad

Police Chief Kostad and Police Captain Patton presented information regarding public safety. Discussion followed.

NEW ITEMS FOR DISCUSSION

Input needed to plan for a Council training and/or a training retreat.

ADJOURN

Mayor Onisko adjourned the meeting at 7:19 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



City of Shelton
Designating April 2024 as Child Abuse Prevention Month
PROCLAMATION

WHEREAS, the City of Shelton recognizes our future rests in the hands of our most vulnerable and cherished assets – our children; and

WHEREAS, all children deserve to live in safe, stable, and nurturing environments which promote their healthy growth and development; and

WHEREAS, child abuse, neglect and other trauma are recognized as serious public health problems affecting both the current and future quality of life in our community; and

WHEREAS, it is the responsibility of our community to ensure parents, caregivers and other adults who influence the health and well-being of children have the support, knowledge, and concrete resources necessary to ensure all children thrive to their greatest potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, health care providers, and the business community; and

WHEREAS, we as City of Shelton residents, continue our commitment to protecting all members of our community, and call upon all citizens to join together to increase public safety and prevent the further abuse and neglect of our children.

NOW THEREFORE, the Shelton City Council does hereby proclaim April 2024 as Child Abuse Prevention Month in the City of Shelton, and urges all citizens, communities, state agencies, faith groups, medical facilities, elected leaders, medical providers, educators, and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

Signed this 2nd day of April 2024.

Mayor Eric Onisko



City of Shelton
National Public Safety Telecommunicators Week
PROCLAMATION

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of law enforcement officers, firefighters and emergency medical personnel is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our law enforcement officers, firefighters and emergency medical personnel is dependent upon the quality and accuracy of information obtained from residents who telephone the Macecom emergency communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our residents have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of Macecom have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year, especially under difficult circumstances;

THEREFORE, BE IT RESOLVED, that the City Council of Shelton, Washington declares the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in the City of Shelton in honor of the dispatchers whose diligence and professionalism keeps our community and residents safe.

Signed this 2nd day of April 2024.

Mayor Eric Onisko



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 03/20/2024
Brief Date: 04/02/2024
Action Date: 04/16/2024

Department: Public Works

Presented By: Jay Harris, Public Works Director

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

☒ Dept. Head

J.O.H

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

PROGRAM/PROJECT TITLE:
Well 4 Pump Replacement

ATTACHMENTS:

-Resolution No. 1326-0324
-Pay Estimate

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City Council approved American Pump and Drilling to replace the pump on Well #4 on the 16th of January 2024 by Resolution No.1312-0124. The pump replacement work was completed by the contractor on the 20th of March 2024. The original quote from American Pump and Drilling was for \$70,532.03. During construction, the contractor realized the project didn't need the check valve that was in the initial quote. Therefore, the final project amount came in at \$67,152.02. With the completion of the project, we ask that the council approve the close-out of this project.

ANALYSIS/OPTIONS/ALTERNATIVES:

During the summer months, the city needs two of the three wells in operation to provide an adequate water supply for the city. It is desirable to always have all three wells ready to operate for system redundancy. The Well 1 to High School Tank project will take Well 1 offline until June and Well 4 needs to be in service with Well 3 for system redundancy to meet the wintertime water demands.

BUDGET/FISCAL INFORMATION:

The pump failure was not anticipated, and budget for the project will be taken from water fund reserves.

PUBLIC INFORMATION REQUIREMENTS:

Any information relevant to this project is available through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1326-0324 on the Council's action agenda for the April 16, 2024 meeting."

RESOLUTION NO. 1326-0324

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON
ACCEPTING THE WELL 4 PUMP REPLACEMENT PROJECT AS FINAL AND COMPLETE**

WHEREAS, the City Council approved a contract for the purchase of a new pump at Well #4 to American Pump and Drilling in the amount of \$70,532.03 on January 16, 2024, as the main pump within Well #4 had failed and needs to be replaced; and

WHEREAS, the project commenced on February 06, 2024, and was completed on March 20, 2024; and

WHEREAS, the final amount paid to the contractor, after taxes and retainage is \$67,152.02, as a backflow valve was deleted and there was a reduction in the quoted price; and

WHEREAS, all documentation required by the contract for final acceptance of the project has been furnished by the contractor.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, WA accepting the materials and work associated with replacing the Well #4 pump, as part of the City's water system operations.

INTRODUCED on the 2nd day of April 2024 and **PASSED** by the City Council at its regular meeting held on this 16th day of April 2024.

ATTEST:

Mayor Onisko

City Clerk Nault

CAPITAL PROJECT PAY ESTIMATE

Processing Date: 02/20/24

Payment Info: Name of Contractor Project Name Project Number	American Pump & Electric, LLC dba American Pump and Drilling Well #4 Pump Replacement Project Contract #2024-001
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PAYMENT INFO

Pay Estimate # 1 - Final Pay Estimate Total Due to Contractor: \$64,065.99

Amount Retained (not included in total above): \$3,086.03

PAYMENT DISTRIBUTION BREAKDOWN

Schedule A BARS # 401-000-000-59434-6300

Amount: \$64,065.99

GRANT ELIGIBILITY

☐ Yes ☒ No

Funding Agency: _____

Grant Number: _____

Task # _____

Amount Applied: _____

APPROVAL BLOCK

Prepared by: Brooke Kilts

Date: 2/20/2024

ADDITIONAL INFO

Comments/Notes to Finance:

Project was not anticipated and therefore, not budgeted in the Capital Water Fund.
Project will come out of the Capital line in the Water Operating fund. Public Works will
monitor the Water Operating fund and will include the expense in the Supplemental
Budget only if it is determined that the operating budget will exceed the approved
budgeted amount.

**APPLICATION FOR PROGRESS PAYMENT**

Progress Payment No. 1

Final Payment



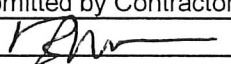
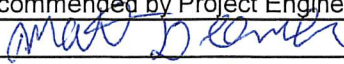
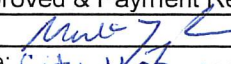
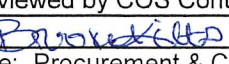
Project No.: 2024-001	For Period Thru: 02/08/2024
CIP No.: N/A	
Project: Well #4 Pump Replacement	
Contractor: American Pump & Electric, LLC dba American Pump and Drilling	
Contractor's Address: 9601 Old Highway 99 SE Olympia, WA 98501	
Mailing Address: PO Box 14996 Tumwater, WA 98511-4996	
LIST ALL SUBCONTRACTOR USED THIS PAY PERIOD. IF NONE, INDICATE NONE.	
Snell Crane Service, Inc.	
Notes Regarding This Progress Payment:	
The deduction shown below in line 3 is for the two check valve replacements that were anticipated and included in the Original quote and Contract but not needed. This Progress Payment is based off of Invoice #34414099.	

CONTRACT AMOUNTS			
1	Original Contract Amount (Without Tax)	\$	66,943.19
2	Change Orders (0 through 0) (Without Tax)	\$	-
3	Additional Unit Price Work (Without Tax)	\$	(5,222.58)
4	Total Contract Amount (Lines 1, 2, and 3)	\$	61,720.61

AMOUNT DUE CONTRACTOR THIS DATE			
5	Total Work Not Subject to Sales Tax Completed to Date	\$	-
6	Total Work Subject to Sales Tax Completed to Date	\$	61,720.61
7	Total Amount of Work Completed to Date (Lines 5 and 6)	\$	61,720.61
8	Sales Tax (8.8% of Line 6)	\$	5,431.41
9	Total Earned To Date (Lines 7 and 8)	\$	67,152.02
10	Amount Previously Earned (Line 9 Previous Pay Application)	\$	-
11	Total Earned This Application (Line 9 Minus Line 10)	\$	67,152.02
12	Less Retainage This Pay Application (line 15)	\$	3,086.03
13	Amount Due Contractor This Date (Item 11 minus Item 12)	\$	64,065.99

RETAINAGE ACCOUNT			
14	Prior Retainage Held (Line 16 of Previous Pay Application)	\$	-
15	Retainage This Period (Line 16 minus Line 14)	\$	3,086.03
16	Total Retainage To-Date (Line 7 * 5%)	\$	3,086.03

Retainage Instructions: (✓) Held by City; () Interest Bearing or Escrow Acct; () Retainage Bond; () Not Withheld
Bank Name: Account No.

CONTRACTOR ACKNOWLEDGEMENTS	
By signing below, Contractor confirms that prevailing wages have been paid in accordance with the prefilled Statement(s) of Intent to Pay Prevailing Wages. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by this Pay Application, whether incorporated in the Project or not, will pass to CITY at the time of payment free and clear of all liens, claims, security interests and encumbrances (Liens).	
Submitted by Contractor 	Recommended by Project Engineer/Project Manager 
Title: <u>Managing Manager</u>	Title: <u>Water Field Supervisor</u>
Date: <u>2-16-24</u>	Date: <u>2/20/2024</u>
Approved & Payment Recommended by City of Shelton 	Reviewed by COS Contracts Administrator 
Title: <u>City Manager</u>	Title: <u>Procurement & Contracts Administrator</u>
Date: <u>2/20/24</u>	Date: <u>2/20/2024</u>

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

American Pump and Electric, LLC

2 Business name/disregarded entity name, if different from above

American Pump and Drilling

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 14996

6 City, state, and ZIP code

Tumwater, WA 98511

Requester's name and address (optional)

City of Shelton

525 W Cota Street

Shelton, WA 98584

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

0 1 - 0 7 8 4 1 7 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1-18-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 02/20/2024
Brief Date: 03/20/2024
Action Date: 04/02/2024

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**

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

Action Requested:

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

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 adopt Ordinance No. 2020-0224 as written”.

ORDINANCE NO. 2020-0224

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING CHAPTER 12.36 AND REPEALING AND REPLACING 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.

WHEREAS, the City Council held a public hearing on the proposed code language changes and received one comment, pertaining to the trip charge and redevelopment downtown.

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 2nd day of April 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.

WHEREAS, the City Council held a public hearing on the proposed code language changes and received one comment, pertaining to the trip charge and redevelopment downtown.

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 17.12.100110(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 ⁽¹⁾	New Trips Percent	New Trip Rate ⁽²⁾	Fee Per Unit ⁽³⁾
Cost per New Trip Generated:						\$4,654.57
Residential						
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
Industrial						
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
Commercial-Services						
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
Commercial-Institutional						
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
Commercial-Restaurant						
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 ⁽¹⁾	New Trips Percent	New Trip Rate ⁽²⁾	Fee Per Unit ⁽³⁾
Commercial-Office						
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
Commercial-Retail						
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 7th 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 (2nd 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 (Square Foot)	\$8.00/SF
Fee in lieu of Right of Way AC Overlay (Square Foot/inch of asphalt overlay)	\$0.33 SF/1" Overlay \$0.66 SF/2" Overlay \$1.00 SF/3" Overlay
Fee in lieu of Right of Way Curb and Gutters (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? (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 F2)

Touch Date: 03/13/2024
Brief Date: 04/02/2024
Action Date: 04/02/2024

Department: Public Works
Presented By: Jay Harris

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

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

REVIEWED:

J.O.H.

PROGRAM/PROJECT TITLE:

Goble Sampson Sole Source for
WesTech Engineering Fine Screens,
Equipment, Parts, Components, and
Service

ATTACHMENTS:

- Resolution No. 1325-0324
- WesTech Sole Source Letter
- Main Wastewater Treatment Plant Map
- Satellite Wastewater Treatment Plant Map

Action Requested:☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The main wastewater treatment plant and satellite treatment plant both use fine screens that filter out all debris that comes into the treatment plants through the sewers. The fine screens at both plants play a major role when it comes to the treatment of wastewater. These screens prevent debris from entering the system and breaking equipment including pumps and mixers that are costly and can be time consuming to repair.

The WesTech Engineering fine screens, equipment, parts, components, and service are used at the main wastewater treatment plant as well as the satellite treatment plant. They are only available to purchase from Goble Sampson. WesTech Engineering has proprietary ownership of their products, and they are not interchangeable with other brands. Staff has completed the Sole Source and Brand Name Justification forms, which have both been approved by the department supervisor as well as the Procurement and Contracts Administrator. Staff is requesting that Council deem Goble Sampson as the sole distributor and service provider of all parts, components, and equipment manufactured under the WesTech Engineering name.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

All purchases and service requests will be paid out of the Sewer budget.

PUBLIC INFORMATION REQUIREMENTS:

Information for this can be obtained from the Public Works Department

STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to bypass to 3-touch rule for this sole source purchase and approve Resolution No. 1325-0324 as written."

RESOLUTION NO. 1325-0324

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON DECLARING THE PURCHASE OF WESTECH ENGINEERING BRAND EQUIPMENT, PARTS, COMPONENTS, AND SERVICE TO BE CLEARLY AND LEGITIMATELY LIMITED TO A SOLE SOURCE DISTRIBUTED BY GOBLE SAMPSON, AND WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR SUCH PURCHASES

WHEREAS, Goble Sampson is the sole supplier/distributor of proprietary equipment, parts, and components manufactured by WesTech Engineering largely used for municipal wastewater treatment; and

WHEREAS, the main wastewater treatment plant and the satellite plant are both equipped with equipment, parts, and components that are manufactured by WesTech Engineering and are vital to filtering out all debris that comes into the wastewater treatment plants; and

WHEREAS, WesTech Engineering has deemed that Goble Sampson is the sole distributor for the State of Washington and has provided the City with the proper documentation.

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

The City Council declares that the purchase of WesTech Engineering equipment, parts, components, and service is clearly and legitimately limited to a single source of supply because they are the only manufacturer of the desired equipment, and Goble Sampson is the only distributor of the compatible equipment, parts, and components related to the fine screens.

1. Under RCW 39.04.280, the City Council waives competitive bidding requirements for the sole source purchases and service of equipment, parts, and components for the City of Shelton.
2. The City Manager is authorized to execute purchase orders with Goble Sampson as necessary for the purchase of equipment, parts, components, and service at both the main wastewater treatment plant and satellite treatment plants.

INTRODUCED on this 2nd day of April 2024 and **PASSED** by the City Council of the City of Shelton on this 2nd day of April 2024.

ATTEST:

Mayor Onisko

City Clerk Nault



February 15, 2024

City of Shelton, WA

To Whom it may concern:

I am sending this letter to advise you that all WestTech equipment parts, both new and existing, are designed and manufactured exclusively by WestTech Engineering, LLC, in Salt Lake City, UT. No other manufacturer or parts distributor can supply or service this equipment.

WestTech Engineering, Inc. is exclusively represented by Goble Sampson in the State of Washington.

Should you require any additional information please contact me.

Regards,

A handwritten signature in blue ink that reads "Chris Perry". The signature is fluid and cursive, with a long, sweeping underline.

Chris Perry
Account Manager
WestTech Engineering
T: 801-897-9544
cperry@westtech-inc.com



Main Wastewater Treatment Plant

Fine Screens and Grit Chamber

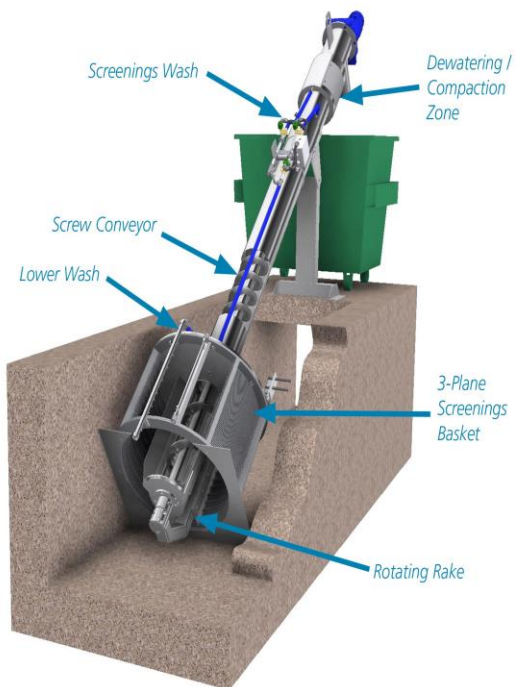
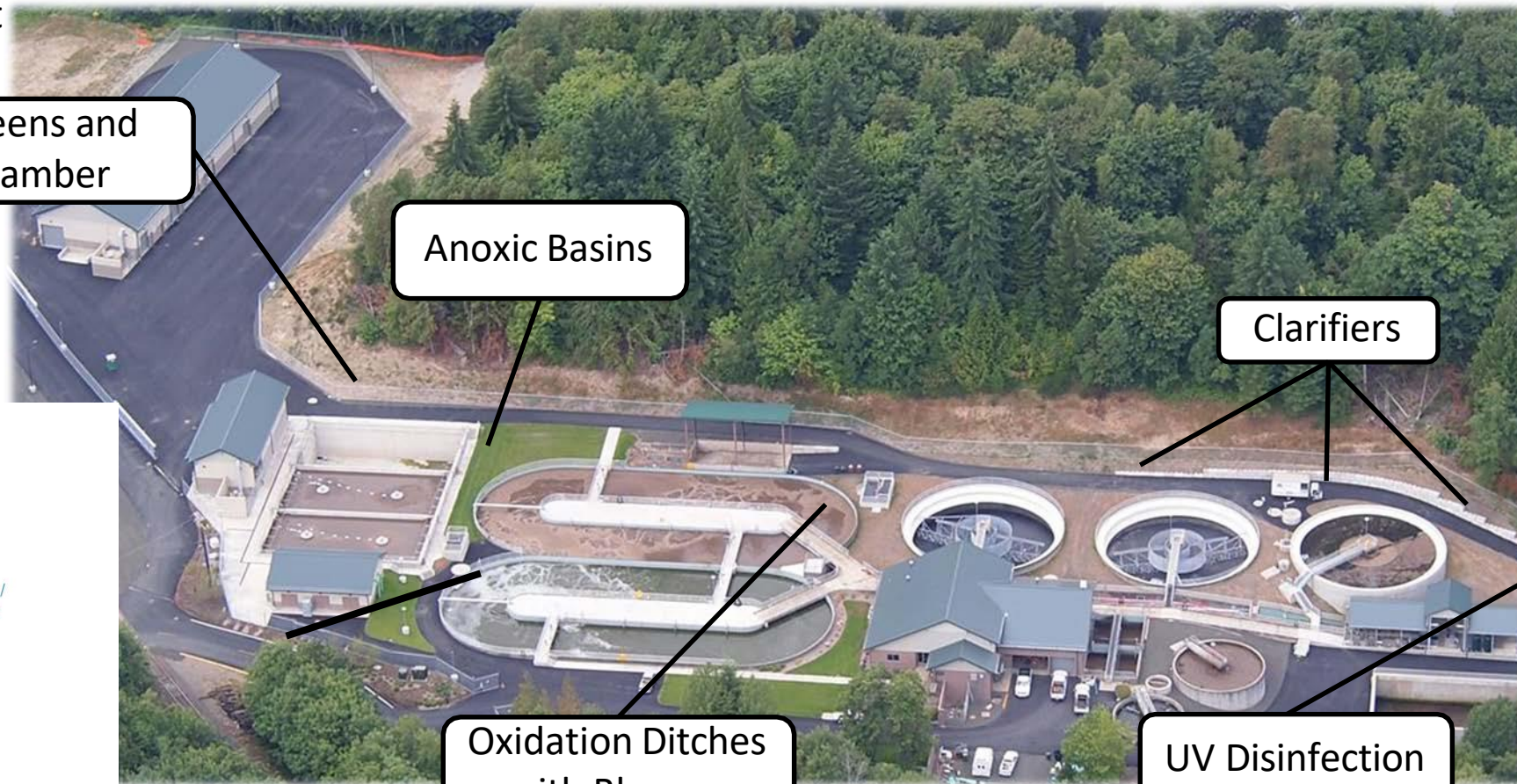
Anoxic Basins

Clarifiers

Oxidation Ditches with Blowers

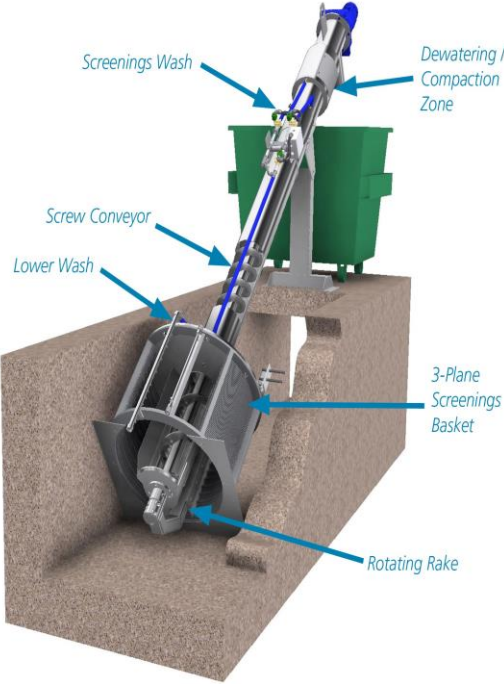
UV Disinfection

Effluent Storage (Slack Tide Tank)





Satellite Wastewater Treatment Plant





CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F3)

Touch Date: 03/13/2024
Brief Date: 04/02/2024
Action Date: 04/02/2024

Department: Public Works
Presented By: Jay Harris

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

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

REVIEWED:

J.O.H.

PROGRAM/PROJECT TITLE:

Goble Sampson Sole Source for
Lakeside Equipment Corporation Fine
Screens

ATTACHMENTS:

- Resolution No. 1327-0324
- Lakeside Equipment Sole
Source Letter
- Main Wastewater Treatment
Plant Map
- Satellite Wastewater Treatment
Plant Map

Action Requested:

- ☐ Ordinance
☒ Resolution
☒ Motion
☐ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The main wastewater treatment plant and satellite treatment plant both use fine screens that filter out all debris that comes into the treatment plants through the sewers. The fine screens at both plants play a major role when it comes to the treatment of wastewater. These screens prevent debris from entering the system and breaking equipment including pumps and mixers that are costly and can be time-consuming to repair.

The Lakeside Equipment fine screens are used at the main wastewater treatment plant as well as the satellite treatment plant. They are only available to purchase from Goble Sampson. Lakeside Equipment Corporation has proprietary ownership of their products and they are not interchangeable with other brands. Staff has completed the Sole Source and Brand Name Justification forms, which have both been approved by the department supervisor as well as the Procurement and Contracts Administrator. Staff is requesting that Council deem Goble Sampson as the sole distributor and service provider of all parts, components, and equipment manufactured under the Lakeside Equipment Corporation name.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

All purchases and service requests will be paid out of the Sewer budget.

PUBLIC INFORMATION REQUIREMENTS:

Information from this can be obtained from the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to bypass the 3-touch rule for this sole source purchase and approve Resolution No. 1327-0324 as written."

RESOLUTION NO. 1327-0324

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON DECLARING THE PURCHASE OF LAKESIDE FINE SCREENS TO BE CLEARLY AND LEGITIMATELY LIMITED TO A SOLE SOURCE DISTRIBUTED BY GOBLE SAMPSON, AND WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR SUCH PURCHASES

WHEREAS, Goble Sampson is the sole supplier/distributor of proprietary equipment, parts, and components related to the fine screens manufactured by Lakeside Equipment Corporation largely used for municipal wastewater treatment; and

WHEREAS, the main wastewater treatment plant and the satellite plant are both equipped with equipment, parts, and components related to the fine screens that are manufactured by Lakeside Equipment Corporation and are vital to filtering out all debris that comes into the wastewater treatment plants; and

WHEREAS, Lakeside has deemed that Goble Sampson is the sole distributor for the State of Washington and has provided the City with the proper documentation.

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

The City Council declares that the purchase of Lakeside Equipment Corporation equipment, parts and components related to the fine screens is clearly and legitimately limited to a single source of supply because they are the only manufacturer of the desired equipment, and Goble Sampson is the only distributor of the compatible equipment, parts, and components related to the fine screens.

1. Under RCW 39.04.280, the City Council waives competitive bidding requirements for the sole source purchases and service of equipment, parts, and components for the City of Shelton.
2. The City Manager is authorized to execute purchase orders with Goble Sampson as necessary for the purchase of equipment, parts and components related to the fine screens at both the Main Wastewater Treatment Plant and Satellite Treatment Plants.

INTRODUCED on this 2nd day of April 2024 and **PASSED** by the City Council of the City of Shelton on this 2nd day of April 2024.

ATTEST:

Mayor Onisko

City Clerk Nault



1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

February 21, 2024

City of Shelton
525 West Cota St.
Shelton, WA 98584

Attention: Chris Norwood

Subject: Shelton, WA
S.O.# 08-184
36RDS Rotating Drum Screen

Chris,

This is to confirm that Lakeside Equipment Corporation is the manufacturer and Goble Sampson is the sole distributor for the replacement parts for your 36RDS Rotating Drum Screen purchased in 2008.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

LaVar L. Parish
LP:bm



Main Wastewater Treatment Plant

Fine Screens and Grit Chamber

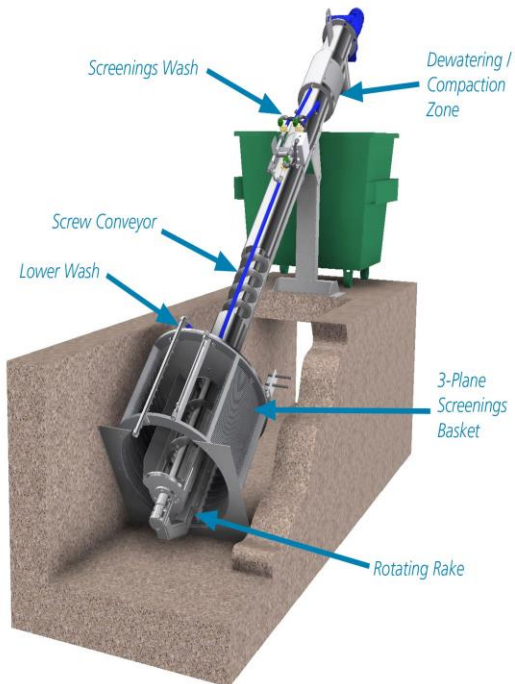
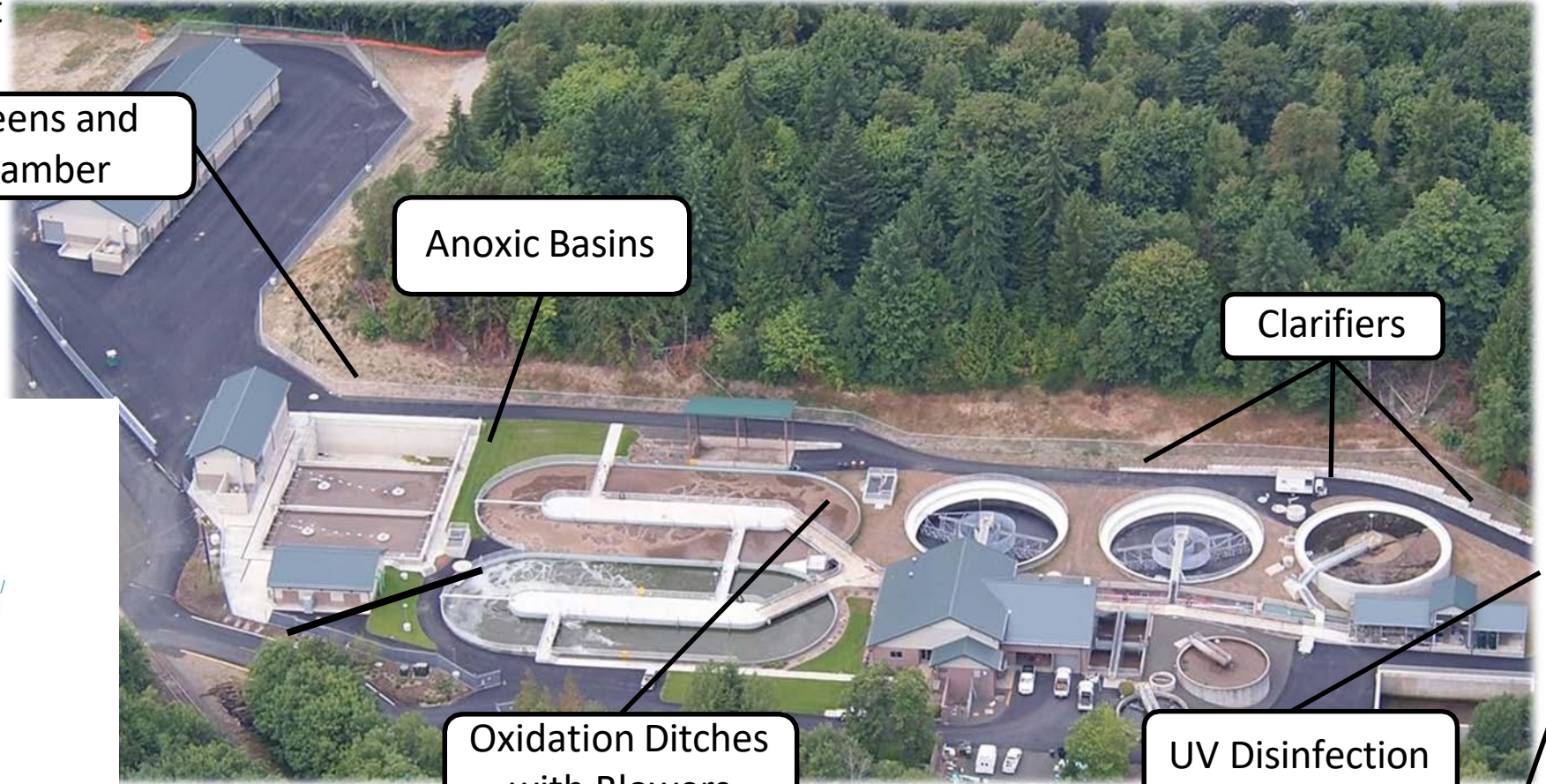
Anoxic Basins

Clarifiers

Oxidation Ditches with Blowers

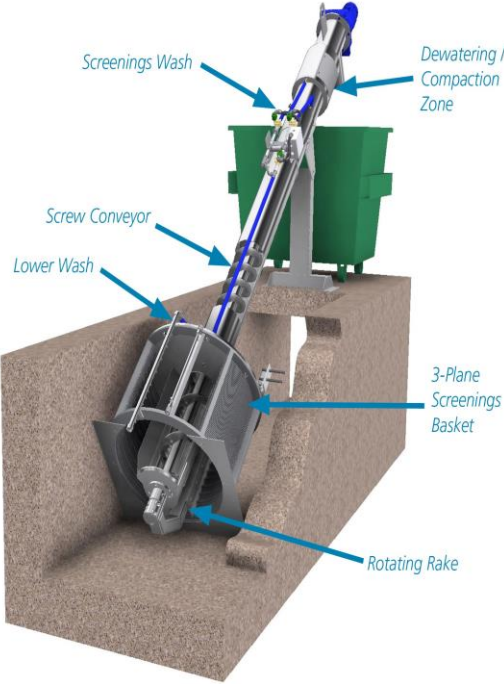
UV Disinfection

Effluent Storage (Slack Tide Tank)





Satellite Wastewater Treatment Plant





CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

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.

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 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 - \$135,800

City General Fund - \$20,900

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 approve Resolution No. 1322-0324 as presented."

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.

INTROCDUCED on the 19th of March 2024 and PASSED by the City Council at its regular meeting on the 2nd of April 2024.

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 SHEETGrant 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**

1. GRANTEE City of Shelton 525 W Cota St Shelton, WA 98584-2239		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Jordanne Krumpols, Parks & Recreation Supervisor 525 W Cota St Shelton, WA 98584-2239 (360) 432-5106 jordanne.krumpols@sheltonwa.gov		4. COMMERCE Representative Mara Isaacson, Program Manager PO Box 42525 Olympia, WA 98504 (360) 742-7665 mara.isaacson@commerce.wa.gov	
5. Grant Amount \$67,900.00	6. Funding Source Federal: State:X Other: N/A:	7. Start Date July 1, 2023	8. End Date June 30, 2027, contingent on reappropriation; June 30, 2025 if funds are not reappropriated.
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # N/A	11. SWV # SWV0013140-00	12. UBI # 232000085	13. DUNS # 021830666
14. Grant Purpose 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.			
FOR GRANTEE		FOR COMMERCE	
<hr/> Signature		<hr/> Mark K. Barkley, Assistant Director Local Government Division	
<hr/> Print Name		<hr/> Date	
<hr/> Title		APPROVED AS TO FORM	
<hr/> Date		Dawn Cortez, Assistant Attorney General <hr/> 10/2/2023 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 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 which includes the decks landing railings on the west and east side of the building. 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	\$67,900.00
Other Grants		
Grant Agreement #1		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1	City of Shelton	\$23,000
Total Local Revenue		\$23,000
Other Funds		
Source #1	Library Endowment Fund	\$24,000
Source #2	Timberland Regional Library	\$23,000
Total Other Funds		\$47,000
Total Project Funding		\$137,900

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 Geoffrey Bracken		3/15/2024 8:42 AM PDT
Grant Manager Mara Isaacson		3/15/2024 8:59 AM PDT
Grant Manager		
Managing Director		
Deputy Assistant Director		
Assistant Director		

Certificate Of Completion

Envelope Id: 96F5710B1126432DA083C880CD315DA5

Subject: Complete with DocuSign: Contract_24-96525-004

Division:

Local Government

Program: Library Capital Improvement Program

ContractNumber: 24-96525-004

DocumentType: Contract

Source Envelope:

Document Pages: 34

Certificate Pages: 5

AutoNav: Enabled

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:

Mara Isaacson

1011 Plum Street SE

MS 42525

Olympia, WA 98504-2525

mara.isaacson@commerce.wa.gov

IP Address: 198.239.106.198

Signatures: 0

Initials: 2

Record Tracking

Status: Original

3/14/2024 10:22:24 AM

Security Appliance Status: Connected

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Holder: Mara Isaacson

mara.isaacson@commerce.wa.gov

Pool: StateLocal

Pool: Washington State Department of Commerce

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
Location: DocuSign

Signer Events

Geoffrey Bracken

geoffrey.bracken@commerce.wa.gov

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:


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Mara Isaacson

mara.isaacson@commerce.wa.gov

Washington State Department of Commerce

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Not Offered via DocuSign

Mark Ziegler

mark.ziegler@sheltonwa.gov

ICity Manager

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Accepted: 3/18/2024 4:57:10 PM

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Mara Isaacson

mara.isaacson@commerce.wa.gov

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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Jon Galow jon.galow@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Mark Barkley mark.barkley@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: 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 jordanne.krumpols@sheltonwa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/15/2024 8:59:30 AM Viewed: 3/20/2024 8:32:27 AM
Sheila Lee sheila.lee@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/14/2024 10:24:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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All notices and disclosures will be sent to you electronically

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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:

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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 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.

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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 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..

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- 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 F5)

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:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

**Americans with Disabilities Act
Transition Plan**

☐

Ordinance

☒ Dept. Head

J.O.H

☐ Finance Director

ATTACHMENTS:

☒

Resolution

☐ Attorney

1. Resolution No. 1321-0224
2. Exhibit A, Transpo Work Plan and Fee Estimate

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

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 adopt Resolution No. 1321-0224 as presented."

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

ATTEST:

Mayor Onisko

City Clerk Nault

Exhibit A—Scope of Services, Fee & Schedule

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
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16										0	\$0
17										0	\$0
18										0	\$0
19										0	\$0
20										0	\$0

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

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

Sub Total	\$978
Total (Cost + 15 percent)	\$1,125

Subconsultants:

Firm	Subs. Cost
1 Subconsultant A	
2 Subconsultant B	
3 Subconsultant C	
4 Subconsultant D	
5 Subconsultant E	

Sub Total	\$0
Total (Cost + 15 percent)	\$0

TOTAL ESTIMATE	\$62,100
-----------------------	-----------------



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F6)

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 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 adopt Resolution No. 1323-0324 as presented."

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

ATTEST:

Mayor Onisko

City Clerk Nault



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number		RH2 Engineering, Inc. 300 Simon Street SE, Suite 5 East Wenatchee, WA 98802 Phone: (509) 886-2900	
Project Number HLP-SR21(017)		Execution Date	Completion Date December 31, 2024
Project Title SRTS Crosswalk Improvements		New Maximum Amount Payable \$145,937.33	
Description of Work 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

	Amendment No. 2	Amendment No. 1	Original Agreement	Total
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
Total	\$24,014.90	\$19,970.22	\$101,952.21	\$145,937.33

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.

Exhibit D (Negotiated Hourly Rates of Pay) Fee Schedule				
Consultant: RH2 ENGINEERING, INC				
Staff Classification	Negotiated Hourly Rate	Overhead Multiplier	Fee Multiplier	Negotiated Rate Per 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 Rate</u>	<u>Overhead @ 211.77%</u>	<u>Profit @ 33.00%</u>	<u>Rate Per Hour</u>	x	<u>Labor 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
Total Labor:						\$		21,747.90

<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	\$ -
Total Expenses:			\$ 2,267.00
Subconsultant Costs			\$ -
Subconsultant Markup 0%			\$ -
Total Subconsultants:			\$ -

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

April 6, 2023

RH2 Engineering, Inc.
22722 29th 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.

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 F7)

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 with 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 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 adopt Resolution No. 1324-0324 as written."

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 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 19th of March 2024 and **PASSED** by the City Council at its regular meeting on the 2nd 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

1. GRANTEE City of Shelton 525 W Cota St Shelton, WA 98584-2239		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Aaron Nix, Capital Projects Manager (360) 490-0453 Aaron.Nix@sheltonwa.gov		4. COMMERCE Representative Lisa Glaeser, Grant Manager PO Box 42525, Olympia, WA 98504 206-256-6148 lisa.glaeser@commerce.wa.gov	
5. Grant Amount \$1,800,000.00	6. Funding Source Federal: State: X Other: N/A:	7. Start Date 07/01/2023	8. End Date June 30, 2027, contingent on reappropriation; June 30, 2025, if funds are not reappropriated.
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # XXXXXXXXXXXXXX	11. SWV # SWV0013140-00	12. UBI # 252000085	13. DUNS # 021830666
14. Grant Purpose 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.			
FOR GRANTEE		FOR COMMERCE	
Signature		Mark K. Barkley, Assistant Director Local Government Division	
Print Name		Date	
Title		APPROVED AS TO FORM	
Date		Dawn Cortez, Assistant Attorney General 10/3/2023 Date	

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name:	City of Shelton
Grant Agreement Number:	24-96647-014
State Wide Vendor Number:	SWV0013140-00

PROJECT INFORMATION

Project Name:	Angleside Reservoir Capacity Upgrades (Shelton)
Project City:	Shelton
Project State:	Washington
Project Zip Code:	98584-2239

GRANT AGREEMENT INFORMATION

Grant Amount:	\$1,800,000.00
Appropriation Number:	ESSB 5200 SL Section 1025 (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

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 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

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$1,800,000.00
Other Grants		
Grant #1		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1		\$
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Total Other Funds		\$0.00
Total Project Funding		\$1,800,000.00

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