



Shelton City Council  
Meeting Agenda  
December 3, 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 111956 through 111979 and EFT payment numbers 804 through 818 in the total amount of \$59,369.05
2. Vouchers numbered 112000 through 112032, EFT payment numbers 819 through 837 in the total amount of \$266,521.16 and bank draft numbers DFT0001754, DFT0001770, DFT0001771, DFT0001774 through DFT0001784 in the total amount of \$157,626.65
3. Payroll warrants numbered 4011 through 4013 and 13753 through 13850. Warrants 111985 through 111996 in the amount of \$361,599.87
4. Minutes:
  - Business Meeting of October 15, 2024
  - Study Session of October 22, 2024
5. Resolution No. 1354-1024 Amendment No. 1 to Work Order #BHC-24011 for Structural Design on Water Reservoir Vent Hoods
6. September Financial Status Report

**D. General Public Comment (3-minute time limit)**

The Council invites members of the public to provide comments on any City-related topic. 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 an Action item, please write 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.

**E. Presentations**

1. Swearing-in Police Corporal
2. Innovating Justice Award – Presented by Judge Stephen Greer & Court Administrator Dyan Smolinsky

**F. Business Agenda (Study/No Action)**

1. Resolution No. 1353-1024 2025 Legislative Agenda – Presented by City Manager Mark Ziegler & Community & Economic Development Director Jae Hill
2. Resolution No. 1355-1124 Fleet Management Master Equity Lease Agreement – Presented by Finance Director Mike Githens

**G. Public Hearing (Public Testimony Taken)**

1. Ordinance No. 2026-1024 2024 Budget Supplemental – Presented by Finance Director Mike Githens
2. Ordinance No. 2027-1024 Sales & Use Tax for Housing Related Services – Presented by City Manager Mark Ziegler

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

1. Resolution No 1360-1124 Labor Contracts-Shelton Employees Guild, IAMW Local 38 (Customer Service), & Shelton Police Guild – Presented by City Manager Mark Ziegler

**I. Administration Reports**

1. City Manager Report

**J. New Items for Discussion**

**K. Announcement of Next Meeting – December 17, 2024 at 6:00 p.m.**

**L. Adjourn**

**Special Note for Virtual Public Participation**

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

The public can provide comments virtually by:

Email: [donna.nault@sheltonwa.gov](mailto:donna.nault@sheltonwa.gov) (before 4:00pm the day of the meeting)

Telephone: (360) 432-5103 (before 4:00pm the day of the meeting)

Your comments will be relayed directly to the Council.





# 2024/25 Looking Ahead

(Items and dates are subject to change)

Tues. 12/10 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Capital Projects Update</li> </ul>	Packet Items Due: 12/6 @ noon
Tues. 12/10 After Study Session	Special Meeting	Executive Session <ul style="list-style-type: none"> <li>Performance of a Public Employee</li> </ul>	N/A
Tues. 12/17 5:30 p.m.	Special Meeting	Executive Session <ul style="list-style-type: none"> <li>Potential Litigation</li> </ul>	N/A
Tues. 12/17 5:45 p.m. <b>CANCELLED</b>	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 12/6 @ 5:00 p.m.
Tues. 12/17 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>Resolution No. 1361-1124 Safe Routes to School Construction Final Acceptance</li> </ul> Presentations <ul style="list-style-type: none"> <li>October Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>Resolution No. 1358-1124 Accepting MACECOM Lease Agreement</li> </ul> Public Hearing <ul style="list-style-type: none"> <li>Public Hearing Ordinance No. 2025-0924 Revisions to Permitted Uses Matrix</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Ordinance No. 2026-1024 2024 Budget Supplemental</li> <li>Ordinance No. 2027-1024 Sales &amp; Use Tax for Housing Related Services</li> <li>Resolution No. 1353-1024 2025 Legislative Agenda</li> <li>Resolution No. 1355-1124 Fleet Management Master Equity Lease Agreement</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 12/6 @ 5:00 p.m.
Tues. 12/24 6:00 p.m. <b>CANCELLED</b>	Study Session	Study Agenda	Packet Items Due: 12/20 @ noon
Tues. 1/7/25 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>Police Officer Swearing-in</li> </ul>	Packet Items Due: 12/27 @ 5:00 p.m.

		Business Agenda <ul style="list-style-type: none"> <li>• Parks Advisory Committee Reappointments</li> <li>• Arts Commission Reappointments</li> <li>• Resolution No. 1357-1124 Accepting Memorandum of Agreement with WSU Extension</li> <li>• Resolution No. 1359-1124 Accepting Dumontet Lease Agreement</li> <li>• Resolution No. 1362-1124 Agreement for Systemic Ped. Safety &amp; Olympic Hwy North Improvements Design Services</li> <li>• Resolution No. 1363-1124 On-Call A&amp;E Consultant Pool Agreements</li> </ul> Public Hearing <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	
Tues. 1/14/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 1/10 @ noon
Tues. 1/21/25 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> <li>• Parks Advisory Committee Reappointments</li> <li>• Arts Commission Reappointments</li> </ul> Presentations <ul style="list-style-type: none"> <li>• November Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>• Resolution No. 1350-0924 Mid-Block Crossing (OBJH) Design Enhancement Approval</li> </ul> Public Hearing <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Resolution No. 1362-1124 Agreement for Systemic Ped. Safety &amp; Olympic Hwy North Improvements Design Services</li> <li>• Resolution No. 1363-1124 On-Call A&amp;E Consultant Pool Agreements</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 1/10 @ 5:00 p.m.
Tues. 1/28/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 1/24 @ noon
Tues. 2/4/25 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li>•</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Public Hearing <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 1/24 @ 5:00 p.m.

		<ul style="list-style-type: none"> <li>Resolution No. 1350-0924 Mid-Block Crossing (OBJH) Design Enhancement Approval</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	
Tues. 2/11/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Presentation - Gas Station Heroin</li> </ul>	Packet Items Due: 2/7 @ noon
Tues. 2/18/25 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li></li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Public Hearing <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 2/7 @ 5:00 p.m.
Tues. 2/25/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 2/21 @ noon

Other – TBD

- International Property Maintenance Code
- Ordinance No. 2025-0924 Revisions to Permitted Uses Matrix (March 4 meeting)

## 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 111956 through number 111979, EFT payment numbers 804 through 818 in the total amount of \$59,369.05 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 November, 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 Sharon Schirman

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

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

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

\_\_\_\_\_  
Councilmember Lyndsey Sapp

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



Shelton, WA

# Check Register

Packet: APPKT03334 - NOVEMBER 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	11/15/2024	EFT	0.00	127.52	804
VENO2296	CENTURY WEST ENGINEERING CORP	11/15/2024	EFT	0.00	372.50	805
009231	DARREN PARSE	11/15/2024	EFT	0.00	300.00	806
009351	DELAGÉ LANDEN FINANCIAL SVCS	11/15/2024	EFT	0.00	202.16	807
023078	FASTENAL COMPANY	11/15/2024	EFT	0.00	344.77	808
VENO2524	MATRIX IMAGING SOLUTIONS LLC	11/15/2024	EFT	0.00	2,900.20	809
129030	MILES SAND & GRAVEL CO.	11/15/2024	EFT	0.00	4,970.09	810
VENO1428	MOORING TECH, INC.	11/15/2024	EFT	0.00	5,880.60	811
132235	MOUNTAIN MIST WATER	11/15/2024	EFT	0.00	84.23	812
168450	RH2 ENGINEERING INC	11/15/2024	EFT	0.00	561.98	813
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	11/15/2024	EFT	0.00	3,020.00	814
VENO2470	SIMPLY CONTROLS	11/15/2024	EFT	0.00	652.80	815
195599	STATE AUDITORS OFFICE	11/15/2024	EFT	0.00	8,276.45	816
VENO2449	THE NICHOLS GROUP RELATIONS, LI	11/15/2024	EFT	0.00	3,000.00	817
189670	THE SHOPPER	11/15/2024	EFT	0.00	2,955.48	818
000401	A T & T	11/15/2024	Regular	0.00	58.22	111956
098000	BUILDERS FIRSTSOURCE	11/15/2024	Regular	0.00	86.33	111957
VENO1214	CINTAS CORPORATION	11/15/2024	Regular	0.00	123.84	111958
VENO1592	EDGAR JERONIMO PABLO	11/15/2024	Regular	0.00	1,680.00	111959
015000	EDWARD HAEFLIGER	11/15/2024	Regular	0.00	821.10	111960
VENO2460	FIRST CITIZENS BANK & TRUST CO	11/15/2024	Regular	0.00	516.19	111961
VENO1299	GRAY & OSBORNE	11/15/2024	Regular	0.00	5,666.55	111962
VENO1343	ICONIX WATERWORKS (US) INC.	11/15/2024	Regular	0.00	83.44	111963
VENO2628	JET-R-ROOTER LLC	11/15/2024	Regular	0.00	321.16	111964
085075	LAKESIDE INDUSTRIES	11/15/2024	Regular	0.00	1,785.25	111965
113004	MASON COUNTY - UTILITIES/WASTE	11/15/2024	Regular	0.00	47.25	111966
VENO2077	NATURAL SELECTION FARMS, INC.	11/15/2024	Regular	0.00	961.20	111967
149046	OLYMPIC LOCK & KEY	11/15/2024	Regular	0.00	185.13	111968
159300	POLYDYNE, INC.	11/15/2024	Regular	0.00	8,331.98	111969
VENO2224	PROFESSIONAL TRAINING ASSOCIAT	11/15/2024	Regular	0.00	100.00	111970
162700	PUGET SOUND & PACIFIC RAILROAC	11/15/2024	Regular	0.00	1,439.16	111971
VENO2199	TERMINIX PROCESSING CENTER	11/15/2024	Regular	0.00	1,383.49	111972
VENO1650	THURSTON MASON BEHAVIORAL HI	11/15/2024	Regular	0.00	767.09	111973
201300	TOZIER BROS INC.	11/15/2024	Regular	0.00	308.65	111974
VENO2499	TRANSUNION RISK AND ALTERNATI	11/15/2024	Regular	0.00	130.68	111975
201875	TYLER TECHNOLOGIES	11/15/2024	Regular	0.00	580.00	111976
202195	U.S. BANK N.A.-CUSTODY	11/15/2024	Regular	0.00	42.00	111977
202400	VERLE'S L.L.C.	11/15/2024	Regular	0.00	172.44	111978
VENO2544	VESTIS GROUP INC	11/15/2024	Regular	0.00	129.12	111979

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	50	24	0.00	25,720.27
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	21	15	0.00	33,648.78
AP Automation	0	0	0.00	0.00
	71	39	0.00	59,369.05

AP Automation	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2024	59,369.05
			<u>59,369.05</u>



Shelton, WA

# Check Register

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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	11/15/2024	EFT	0.00	127.52	804
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">INV235754</a>	Invoice	11/06/2024	CONTRACT# CN1692-01	0.00	13.25	
<a href="#">001-112-000-51251-4500</a>		MUNI CT - Operating Ren		CONTRACT# CN1692-01	13.25	
<a href="#">INV235755</a>	Invoice	11/06/2024	CONTRACT# CN3142-01	0.00	27.23	
<a href="#">001-112-000-51251-4500</a>		MUNI CT - Operating Ren		CONTRACT# CN3142-01	27.23	
<a href="#">INV235756</a>	Invoice	11/06/2024	CONTRACT# CN3143-01	0.00	40.53	
<a href="#">001-112-000-51251-4500</a>		MUNI CT - Operating Ren		CONTRACT# CN3143-01	40.53	
<a href="#">INV235757</a>	Invoice	11/06/2024	CONTRACT# CN3144-01	0.00	38.12	
<a href="#">001-112-000-51251-4500</a>		MUNI CT - Operating Ren		CONTRACT# CN3144-01	38.12	
<a href="#">INV235758</a>	Invoice	11/06/2024	CONTRACT# CN3588-01	0.00	8.39	
<a href="#">001-112-000-51251-4500</a>		MUNI CT - Operating Ren 24-ITC		CONTRACT# CN3588-01	8.39	
VEN02296	CENTURY WEST ENGINEERING CORP	11/15/2024	EFT	0.00	372.50	805
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">249100</a>	Invoice	10/25/2024	RAIL REMOVAL/INTERM TRAIL DESIGN	0.00	372.50	
<a href="#">001-141-000-57680-4100</a>		PARKS - Professional Servi		RAIL REMOVAL/INTERM T	372.50	
009231	DARREN PARSE	11/15/2024	EFT	0.00	300.00	806
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">INTERPRETATION</a>	Invoice	11/07/2024	INTERPRETATION11062024	0.00	300.00	
<a href="#">001-112-000-51251-4106</a>		MUNI CT - Interpreter Ex		INTERPRETATION1106202	300.00	
009351	DELAGE LANDEN FINANCIAL SVCS	11/15/2024	EFT	0.00	202.16	807
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">83241714</a>	Invoice	11/09/2024	CONTRACT# 500-50411706	0.00	202.16	
<a href="#">001-118-000-52122-4500</a>		PD PAT - Operating Rental		CONTRACT# 500-5041170	16.52	
<a href="#">001-118-000-59121-7001</a>		PD - Long Term Lease		CONTRACT# 500-5041170	185.64	
023078	FASTENAL COMPANY	11/15/2024	EFT	0.00	344.77	808
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">WATUM229229</a>	Invoice	11/07/2024	CUST# WATUM1962 MISC SUPPLIES	0.00	344.77	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# WATUM1962 MISC	344.77	
VEN02524	MATRIX IMAGING SOLUTIONS LLC	11/15/2024	EFT	0.00	2,900.20	809
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">DP2404931</a>	Invoice	10/31/2024	ACCT# 1397 REGULAR STMTS OCTOBER 2	0.00	2,900.20	
<a href="#">001-111-000-51421-4100</a>		FIN UB - Professional Serv		ACCT# 1397 REGULAR ST	486.12	
<a href="#">001-111-000-51421-4200</a>		FIN UB - Communication		ACCT# 1397 REGULAR ST	2,414.08	
129030	MILES SAND & GRAVEL CO.	11/15/2024	EFT	0.00	4,970.09	810



## 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	
<a href="#">2045625</a>	Invoice	11/07/2024	CUST# 050775 BUILDING SAND	0.00	699.40	
<a href="#">101-000-000-54230-3100</a>		ST RD WAY - Office and O		CUST# 050775 BUILDING S	174.85	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 050775 BUILDING S	174.85	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 050775 BUILDING S	174.85	
<a href="#">404-000-000-53180-3100</a>		STRM - Office and Operati		CUST# 050775 BUILDING S	174.85	
<a href="#">2045626</a>	Invoice	11/07/2024	CUST# 050775 BUILDING SAND	0.00	4,270.69	
<a href="#">101-000-000-54230-3100</a>		ST RD WAY - Office and O		CUST# 050775 BUILDING S	1,067.67	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 050775 BUILDING S	1,067.68	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 050775 BUILDING S	1,067.67	
<a href="#">404-000-000-53180-3100</a>		STRM - Office and Operati		CUST# 050775 BUILDING S	1,067.67	
VEN01428	MOORING TECH, INC.	11/15/2024	EFT	0.00	5,880.60	811
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">82580</a>	Invoice	11/05/2024	#C13227 WIN11 PRO (2) FINGERPRT REA	0.00	5,880.60	
<a href="#">001-118-000-52122-3505</a>		PD PAT - Inventoried-Smal		#C13227 WIN11 PRO (2) FI	5,880.60	
132235	MOUNTAIN MIST WATER	11/15/2024	EFT	0.00	84.23	812
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">006240196</a>	Invoice	10/09/2024	ACCT# 050147 WWTP	0.00	84.23	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		ACCT# 050147 WWTP	75.53	
<a href="#">402-400-000-53580-4500</a>		SEW SV MN - Operating R		ACCT# 050147 WWTP	8.70	
168450	RH2 ENGINEERING INC	11/15/2024	EFT	0.00	561.98	813
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">98283</a>	Invoice	10/23/2024	SRTS CROSSWALK IMPROVEMENTS	0.00	561.98	
<a href="#">302-000-000-59561-6300</a>		CAP IMP - SIDEWALKS-Co	22-SAFERTE2SCHOOL	SRTS CROSSWALK IMPROV	561.98	
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	11/15/2024	EFT	0.00	3,020.00	814
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">78846</a>	Invoice	11/06/2024	TRANSPORTATION COMPREHENSIVE PLA	0.00	3,020.00	
<a href="#">101-000-000-54230-4100</a>		ST RD WAY - Professional		TRANSPORTATION COMPR	3,020.00	
VEN02470	SIMPLY CONTROLS	11/15/2024	EFT	0.00	652.80	815
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">002168</a>	Invoice	11/01/2024	CUST# 0001151 TROUBLESHOOT GRIT M	0.00	652.80	
<a href="#">402-300-000-53580-4100</a>		SEW CL MN - Professional		CUST# 0001151 TROUBLES	652.80	
195599	STATE AUDITORS OFFICE	11/15/2024	EFT	0.00	8,276.45	816
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1164243</a>	Invoice	11/12/2024	22-23 ACCOUNTABILITY & FINANCIAL AU	0.00	8,276.45	
<a href="#">001-111-000-51423-4145</a>		FIN AC - Professional Serv		22-23 ACCOUNTABILITY &	8,276.45	
VEN02449	THE NICHOLS GROUP RELATIONS, LI	11/15/2024	EFT	0.00	3,000.00	817
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">2306</a>	Invoice	11/11/2024	GOVERNMENTAL CONSULTING SERVICES	0.00	3,000.00	
<a href="#">001-120-000-51310-4100</a>		C MGR - Professional Serv		GOVERNMENTAL CONSULT	3,000.00	
189670	THE SHOPPER	11/15/2024	EFT	0.00	2,955.48	818



## Check Register

Packet: APPKT03334-NOVEMBER 15, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">63382</a>	Invoice	11/08/2024	CUSTOMER SURVEY LETTER	0.00	2,778.46	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUSTOMER SURVEY LETTE	2,778.46	
<a href="#">63416</a>	Invoice	11/12/2024	SLUDGE TICKETS/DOOR HANGERS	0.00	177.02	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		SLUDGE TICKETS/DOOR H	177.02	
000401	A T & T	11/15/2024	Regular	0.00	58.22	111956
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">030 265 9923 00</a>	Invoice	11/03/2024	030 265 9923 001 NOV24	0.00	58.22	
<a href="#">402-400-000-53580-4200</a>		SEW SV MN - Communica		030 265 9923 001 NOV24	58.22	
098000	BUILDERS FIRSTSOURCE	11/15/2024	Regular	0.00	86.33	111957
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">89964233</a>	Invoice	11/06/2024	CUST# 671668 CONCRETE MIX	0.00	13.36	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 671668 CONCRETE	13.36	
<a href="#">89968190</a>	Invoice	11/06/2024	CUST# 671668 WIRE BRSH,PTY KNF, RPR C	0.00	18.92	
<a href="#">001-119-000-52250-3100</a>		FIRE FACIL - Office and Op		CUST# 671668 WIRE BRSH,	18.92	
<a href="#">89968656</a>	Invoice	11/06/2024	CUST# 671668 SEALANT, STRAINER, SS RIS	0.00	54.05	
<a href="#">001-142-000-51890-3115</a>		FACIL CIVIC - Office and O		CUST# 671668 SEALANT, S	54.05	
VENO1214	CINTAS CORPORATION	11/15/2024	Regular	0.00	123.84	111958
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">5239409504</a>	Invoice	11/12/2024	CUST# 10690213 FIRST AID SUPPLIES	0.00	123.84	
<a href="#">001-118-000-52122-3100</a>		PD PAT - Office and Opera		CUST# 10690213 FIRST AI	123.84	
VENO1592	EDGAR JERONIMO PABLO	11/15/2024	Regular	0.00	1,680.00	111959
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">733</a>	Invoice	11/12/2024	ITC PROGRAM 10/2,9,16,23,28,30	0.00	840.00	
<a href="#">001-112-000-51251-4106</a>		MUNI CT - Interpreter Ex	24-ITC	ITC PROGRAM 10/2,9,16,2	840.00	
<a href="#">734</a>	Invoice	11/12/2024	ITC PROGRAM 10232024	0.00	140.00	
<a href="#">001-112-000-51251-4106</a>		MUNI CT - Interpreter Ex	24-ITC	ITC PROGRAM 10232024	140.00	
<a href="#">INTERPRETATION</a>	Invoice	11/12/2024	INTERPRETATION10022024	0.00	280.00	
<a href="#">001-112-000-51251-4106</a>		MUNI CT - Interpreter Ex		INTERPRETATION1002202	280.00	
<a href="#">INTERPRETATION</a>	Invoice	10/21/2024	INTERPRETATION10212024	0.00	140.00	
<a href="#">001-112-000-51251-4106</a>		MUNI CT - Interpreter Ex		INTERPRETATION1021202	140.00	
<a href="#">INTERPRETATION</a>	Invoice	11/06/2024	INTERPRETATION11062024	0.00	280.00	
<a href="#">001-112-000-51251-4106</a>		MUNI CT - Interpreter Ex		INTERPRETATION1106202	280.00	
015000	EDWARD HAEFLIGER	11/15/2024	Regular	0.00	821.10	111960
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">REIMBURSEMEN</a>	Invoice	11/13/2024	REIMBURSEMENTNOV/2024VISION	0.00	821.10	
<a href="#">611-000-000-51725-2034</a>		FF PEN - Non Insured Me		REIMBURSEMENTNOV/20	821.10	
VENO2460	FIRST CITIZENS BANK & TRUST CO	11/15/2024	Regular	0.00	516.19	111961
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">45925825</a>	Invoice	11/11/2024	CONTRACT# 900-0344406-000	0.00	516.19	
<a href="#">001-112-000-51251-4500</a>		MUNI CT - Operating Ren		CONTRACT# 900-0344406-	42.19	
<a href="#">001-112-000-59112-7001</a>		MUNI CT - Long Term Lea		CONTRACT# 900-0344406-	474.00	
VENO1299	GRAY & OSBORNE	11/15/2024	Regular	0.00	5,666.55	111962

## Check Register

Packet: APPKT03334-NOVEMBER 15, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">46NOV24</a>	Invoice	11/06/2024	WELL 1 REHAB PP DESIGN SERVICES	0.00	5,666.55	
<a href="#">411-000-000-59434-6300</a>		WAT CAP - Construction	18-WELL1REHAB	WELL 1 REHAB PP DESIGN	5,666.55	
VEN01343	ICONIX WATERWORKS (US) INC.	11/15/2024	Regular	0.00	83.44	111963
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">U2416047993</a>	Invoice	11/06/2024	CUST# CITSHE LOCKING SEWER RING & C	0.00	83.44	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# CITSHE LOCKING SE	83.44	
VEN02628	JET-R-ROOTER LLC	11/15/2024	Regular	0.00	321.16	111964
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">4700</a>	Invoice	10/02/2024	KITCHEN SINK DRAIN REPAIR	0.00	321.16	
<a href="#">001-142-000-51890-4815</a>		FACIL CIVIC - Repairs and		KITCHEN SINK DRAIN REPA	321.16	
085075	LAKESIDE INDUSTRIES	11/15/2024	Regular	0.00	1,785.25	111965
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">292484</a>	Invoice	11/05/2024	CUST# 101048 ASPHALT, TACK BUCKET	0.00	790.48	
<a href="#">404-000-000-53180-3100</a>		STRM - Office and Operati		CUST# 101048 ASPHALT, T	790.48	
<a href="#">296682</a>	Invoice	11/09/2024	CUST# 101048 ASPHALT	0.00	994.77	
<a href="#">101-000-000-54230-3100</a>		ST RD WAY - Office and O		CUST# 101048 ASPHALT	248.69	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 101048 ASPHALT	248.70	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 101048 ASPHALT	248.69	
<a href="#">404-000-000-53180-3100</a>		STRM - Office and Operati		CUST# 101048 ASPHALT	248.69	
113004	MASON COUNTY - UTILITIES/WASTE	11/15/2024	Regular	0.00	47.25	111966
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">007348</a>	Invoice	11/01/2024	ACCT# SW-C035 TICKET# 526234	0.00	47.25	
<a href="#">101-000-000-54230-3100</a>		ST RD WAY - Office and O		ACCT# SW-C035 TICKET# 5	47.25	
VEN02077	NATURAL SELECTION FARMS, INC.	11/15/2024	Regular	0.00	961.20	111967
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">7801</a>	Invoice	11/08/2024	BIOSOLIDS/OCTOBER 2024	0.00	961.20	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		BIOSOLIDS/OCTOBER 2024	961.20	
149046	OLYMPIC LOCK & KEY	11/15/2024	Regular	0.00	185.13	111968
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">20014</a>	Invoice	11/07/2024	LOCK SERVICE CALL	0.00	185.13	
<a href="#">001-142-000-51890-3110</a>		FACIL CIVIC - Office & Op		LOCK SERVICE CALL	185.13	
159300	POLYDYNE, INC.	11/15/2024	Regular	0.00	8,331.98	111969
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1873854</a>	Invoice	10/17/2024	CUST# 100860 CLARIFLOC	0.00	8,331.98	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 100860 CLARIFLOC	8,331.98	
VEN02224	PROFESSIONAL TRAINING ASSOCIAT	11/15/2024	Regular	0.00	100.00	111970
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">5949</a>	Invoice	11/05/2024	5949-1337-1-455A WORKSHOP B.ARMST	0.00	100.00	
<a href="#">402-400-000-53580-4907</a>		SEW SV MN - Miscellaneo		5949-1337-1-455A WORKS	100.00	
162700	PUGET SOUND & PACIFIC RAILROAC	11/15/2024	Regular	0.00	1,439.16	111971



## Check Register

Packet: APPKT03334-NOVEMBER 15, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">218268</a>	Invoice	11/04/2024	LESSEE CODE: SHE88		1,439.16	
<a href="#">402-300-000-53580-4900</a>		SEW CL MN - Miscellaneous		LESSEE CODE: SHE88	1,439.16	

VEN02199 TERMINIX PROCESSING CENTER 11/15/2024 Regular 0.00 1,383.49 111972

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">452935131</a>	Invoice	10/21/2024	CUST# 13633877 1000 W PINE ST	0.00	109.70	
<a href="#">401-000-000-53480-4101</a>		WAT - Professional Servic		CUST# 13633877 1000 W	109.70	
<a href="#">452935520</a>	Invoice	10/21/2024	CUST# 13634151 811 S 15TH ST	0.00	73.49	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13634151 811 S 15	73.49	
<a href="#">452935562</a>	Invoice	10/21/2024	CUST# 13634132 1437 W HARVARD ST	0.00	73.49	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13634132 1437 W	73.49	
<a href="#">452935842</a>	Invoice	10/21/2024	CUST# 1368789 553 BEAR ST	0.00	73.49	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 1368789 553 BEAR	73.49	
<a href="#">452936134</a>	Invoice	10/21/2024	CUST# 13638825 907 W BIRCH ST	0.00	70.29	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13638825 907 W BI	70.29	
<a href="#">452936384</a>	Invoice	10/21/2024	CUST# 13634265 2001 N 13TH ST	0.00	73.49	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13634265 2001 N 1	73.49	
<a href="#">452936498</a>	Invoice	10/21/2024	CUST# 13634026 2401 N SHELTON SPRIN	0.00	73.49	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13634026 2401 N S	73.49	
<a href="#">452936655</a>	Invoice	10/21/2024	CUST# 13638814 100 MUNCASTER DR	0.00	73.49	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13638814 100 MU	73.49	
<a href="#">452936900</a>	Invoice	10/21/2024	CUST# 13634102 900 WALLACE KNEELAN	0.00	73.49	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13634102 900 WAL	73.49	
<a href="#">452937257</a>	Invoice	10/21/2024	CUST# 13632896 10891 N HWY 101	0.00	153.36	
<a href="#">402-640-000-53580-4100</a>		SEW SV SAT - Professional		CUST# 13632896 10891 N	153.36	
<a href="#">452937544</a>	Invoice	10/21/2024	CUST# 13638801 51 PUBLIC WORKS DR	0.00	73.49	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13638801 51 PUBLI	73.49	
<a href="#">452940107</a>	Invoice	10/21/2024	CUST# 13638768 626 MAGNOLIA AVE	0.00	70.29	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		CUST# 13638768 626 MAG	70.29	
<a href="#">452940248</a>	Invoice	10/21/2024	CUST# 13634000 311 S FRONT ST	0.00	73.49	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		CUST# 13634000 311 S FR	73.49	
<a href="#">452942191</a>	Invoice	10/21/2024	CUST# 13634073 100 TURNER AVE	0.00	73.49	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		CUST# 13634073 100 TUR	73.49	
<a href="#">452943300</a>	Invoice	10/21/2024	CUST# 13632853 1701 FAIRMOUNT AVE	0.00	244.95	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		CUST# 13632853 1701 FAI	244.95	

VEN01650 THURSTON MASON BEHAVIORAL HI 11/15/2024 Regular 0.00 767.09 111973

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">LPE 2024 Q3</a>	Invoice	10/01/2024	Q3 2024 LIQUOR PROFITS AND EXCISE	0.00	767.09	
<a href="#">001-140-000-56600-4400</a>		CD CHEM DEP - GENERAL		LPE 2024 Q3	767.09	

201300 TOZIER BROS INC. 11/15/2024 Regular 0.00 308.65 111974

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">472724</a>	Invoice	11/05/2024	CUST# 20090 MISC SUPPLIES	0.00	94.04	
<a href="#">402-300-000-53580-3100</a>		SEW CL MN - Office and		CUST# 20090 MISC SUPPLI	94.04	
<a href="#">472734</a>	Invoice	11/05/2024	CUST# 20090 HEAT TAPE	0.00	143.70	
<a href="#">402-640-000-53580-3100</a>		SEW SV SAT - Office and		CUST# 20090 HEAT TAPE	143.70	
<a href="#">472787</a>	Invoice	11/08/2024	CUST# 20090 NUTS AND BOLTS	0.00	23.00	
<a href="#">001-141-000-57680-3100</a>		PARKS - Office and Opera		CUST# 20090 NUTS AND B	23.00	
<a href="#">472859</a>	Invoice	11/13/2024	CUST# 20090 UTILITY HEATER	0.00	47.91	

## Check Register

Packet: APPKT03334-NOVEMBER 15, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati	CUST# 20090 UTILITY HEAT		47.91	
VEN02499	TRANSUNION RISK AND ALTERNATI	11/15/2024	Regular	0.00	130.68	111975
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">6563122-202410-</a>	Invoice	11/01/2024	ACCT# 6563122 OCTOBER 2024	0.00	130.68	
<a href="#">001-118-000-52122-4100</a>		PD PAT - Professional Serv	ACCT# 6563122 OCTOBER		130.68	
201875	TYLER TECHNOLOGIES	11/15/2024	Regular	0.00	580.00	111976
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">045-491658</a>	Invoice	10/30/2024	CUST# 48155 EAM TRAINING	0.00	580.00	
<a href="#">001-115-000-51896-4307</a>		PW ENG - Travel-Training	CUST# 48155 EAM TRAINI		580.00	
202195	U.S. BANK N.A.-CUSTODY	11/15/2024	Regular	0.00	42.00	111977
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">CUSTODYCHARGE</a>	Invoice	11/13/2024	CUSTODYCHARGES/OCTOBER24	0.00	42.00	
<a href="#">001-111-000-51423-4102</a>		FIN AC - Prof Services-Ba	CUSTODYCHARGES/OCTOB		42.00	
202400	VERLE'S L.L.C.	11/15/2024	Regular	0.00	172.44	111978
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">MANUAL BLDG P</a>	Invoice	11/13/2024	MANUAL BLDG PUMPS	0.00	172.44	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati	MANUAL BLDG PUMPS		172.44	
VEN02544	VESTIS GROUP INC	11/15/2024	Regular	0.00	129.12	111979
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">5120474571</a>	Invoice	05/29/2024	CUST# 792105973 COVERALLS,MAT,MOP,	0.00	47.89	
<a href="#">402-400-000-53580-4900</a>		SEW SV MN - Miscellaneous	CUST# 792105973 COVER		47.89	
<a href="#">5120565655</a>	Invoice	10/30/2024	CUST# 792105973 COVERALLS,MAT,MOP,	0.00	38.30	
<a href="#">402-400-000-53580-4900</a>		SEW SV MN - Miscellaneous	CUST# 792105973 COVER		38.30	
<a href="#">5120569806</a>	Invoice	11/06/2024	CUST# 792105972 COVERALLS, MAT, TOW	0.00	42.93	
<a href="#">401-000-000-53480-4901</a>		WAT - Miscellaneous - Sh	CUST# 792105972 COVER		42.93	

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	50	24	0.00	25,720.27
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	21	15	0.00	33,648.78
AP Automation	0	0	0.00	0.00
	<b>71</b>	<b>39</b>	<b>0.00</b>	<b>59,369.05</b>

AP Automation	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2024	59,369.05
			59,369.05

## 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 112000 through number 112032, EFT payment numbers 819 through 837 in the total amount of \$266,521.16 and Bank draft numbers DFT0001754, DFT0001770, DFT0001771, DFT0001774 through DFT0001784 in the total amount of \$157,626.65 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 22nd of November, 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 Sharon Schirman

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

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

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

\_\_\_\_\_  
Councilmember Lyndsey Sapp

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



Shelton, WA

# Check Register

Packet: APPKT03342 - NOVEMBER 22, 2024 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
2901	ASPECT CONSULTING, LLC	11/22/2024	EFT	0.00	8,875.00	819
005900	CAPITAL BUSINESS MACHINES	11/22/2024	EFT	0.00	120.97	820
008450	COMMUNITY ACTION COUNCIL	11/22/2024	EFT	0.00	38.32	821
VENO2285	CONSEJO COUNSELING & REFERRAL	11/22/2024	EFT	0.00	10,827.05	822
VENO2319	DENALI WATER SOLUTIONS LLC	11/22/2024	EFT	0.00	2,616.96	823
023078	FASTENAL COMPANY	11/22/2024	EFT	0.00	319.41	824
VENO1406	FERGUSON WATERWORKS	11/22/2024	EFT	0.00	15,214.02	825
045000	H.D. FOWLER COMPANY	11/22/2024	EFT	0.00	268.76	826
VENO1872	INDUSTRIAL SOFTWARE SOLUTIONS	11/22/2024	EFT	0.00	20,298.96	827
VENO2276	JAMES N DOCTER	11/22/2024	EFT	0.00	3,000.00	828
079581	KCDA PURCHASING COOPERATIVE	11/22/2024	EFT	0.00	85.20	829
085075	LAKE SIDE INDUSTRIES	11/22/2024	EFT	0.00	1,043.80	830
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	11/22/2024	EFT	0.00	3,074.50	831
195599	STATE AUDITORS OFFICE	11/22/2024	EFT	0.00	5,355.35	832
VENO1578	SUMMIT LAW GROUP	11/22/2024	EFT	0.00	12,050.50	833
189670	THE SHOPPER	11/22/2024	EFT	0.00	826.55	834
VENO1877	TRANSPOGROUP	11/22/2024	EFT	0.00	3,661.25	835
202392	VERIZON WIRELESS	11/22/2024	EFT	0.00	1,002.84	836
VENO2437	WALTER E NELSON CO OF WESTERN	11/22/2024	EFT	0.00	660.30	837
002223	ANDRITZ SEPARATION INC.	11/22/2024	Regular	0.00	44,645.75	112000
002982	APP	11/22/2024	Regular	0.00	893.05	112001
108679	CENTRAL MASON FIRE AND EMS	11/22/2024	Regular	0.00	3,685.00	112002
VENO1281	CITY OF SHELTON - UTILITY BILLS/PE	11/22/2024	Regular	0.00	9,394.44	112003
009422	DELL MARKETING L.P.	11/22/2024	Regular	0.00	4,871.49	112004
009595	DEPT. OF LICENSING	11/22/2024	Regular	0.00	21.00	112005
VENO2630	DG INVESTMENT INTERMEDIATE HC	11/22/2024	Regular	0.00	16,502.71	112006
VENO2460	FIRST CITIZENS BANK & TRUST CO	11/22/2024	Regular	0.00	401.85	112007
VENO2425	HUMANE SOCIETY OF MASON COUN	11/22/2024	Regular	0.00	1,396.74	112008
VENO2631	LAW, LYMAN, DANIEL, KAMERRER, I	11/22/2024	Regular	0.00	511.74	112009
109750	MASON COUNTY DISTRICT COURT	11/22/2024	Regular	0.00	400.00	112010
109760	MASON COUNTY PUBLIC WORKS	11/22/2024	Regular	0.00	33,793.18	112011
112000	MASON COUNTY SHERIFF DEPT	11/22/2024	Regular	0.00	425.99	112012
113000	MASON COUNTY TREASURER	11/22/2024	Regular	0.00	74.89	112013
VENO2077	NATURAL SELECTION FARMS, INC.	11/22/2024	Regular	0.00	33,166.80	112014
142300	NISQUALLY INDIAN TRIBE	11/22/2024	Regular	0.00	9.85	112015
VENO2312	ODP BUSINESS SOLUTIONS LLC	11/22/2024	Regular	0.00	497.90	112016
153500	PACIFIC LAMP & SUPPLY CO	11/22/2024	Regular	0.00	370.11	112017
VENO2623	PETROCARD, INC	11/22/2024	Regular	0.00	3,078.15	112018
VENO2224	PROFESSIONAL TRAINING ASSOCIAT	11/22/2024	Regular	0.00	200.00	112019
903584	RIGHT SYSTEMS	11/22/2024	Regular	0.00	12,351.98	112020
008948	SEATTLE DAILY JOURNAL OF COMM	11/22/2024	Regular	0.00	1,484.10	112021
187000	SHELTON-MASON COUNTY JOURNA	11/22/2024	Regular	0.00	527.00	112022
187000	SHELTON-MASON COUNTY JOURNA	11/22/2024	Regular	0.00	155.00	112023
187000	SHELTON-MASON COUNTY JOURNA	11/22/2024	Regular	0.00	186.00	112024
187000	SHELTON-MASON COUNTY JOURNA	11/22/2024	Regular	0.00	155.00	112025
VENO1645	TALLAN SYTSMA	11/22/2024	Regular	0.00	175.00	112026
178252	TASCHNER LAW, PLLC	11/22/2024	Regular	0.00	1,500.00	112027
200985	THURSTON CO PUBLIC HEALTH	11/22/2024	Regular	0.00	640.00	112028
201300	TOZIER BROS INC.	11/22/2024	Regular	0.00	238.67	112029
VENO2544	VESTIS GROUP INC	11/22/2024	Regular	0.00	42.97	112030
203035	WASHINGTON ST. TREASURER	11/22/2024	Regular	0.00	5,160.30	112031

Check Register

Packet: APPKT03342-NOVEMBER 22, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
053987	WESTBAY NAPA AUTO PARTS	11/22/2024	Regular	0.00	225.26	112032

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	33	0.00	177,181.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	24	19	0.00	89,339.74
	75	52	0.00	266,521.16



Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2024	266,521.16
			266,521.16 ✓



Shelton, WA

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Bank Code: APBNK-Main-APBNK-Main						
2901	ASPECT CONSULTING, LLC	11/22/2024	EFT	0.00	8,875.00	819
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">592306</a>	Invoice	10/31/2024	"C" STREET LANDFILL CONSTRUCTION PLA	0.00	8,875.00	
<a href="#">403-000-000-53780-4103</a>	SOLID WST - Prof Serv- "C	"C" St. Landfill	"C" STREET LANDFILL CON		8,875.00	
005900	CAPITAL BUSINESS MACHINES	11/22/2024	EFT	0.00	120.97	820
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">INV236738</a>	Invoice	11/06/2024	CONTRACT# CN2621-01	0.00	90.50	
<a href="#">001-118-000-52122-4500</a>	PD PAT - Operating Rental		CONTRACT# CN2621-01		90.50	
<a href="#">INV236739</a>	Invoice	11/06/2024	CONTRACT# CN2736-01	0.00	30.47	
<a href="#">001-118-000-52122-4500</a>	PD PAT - Operating Rental		CONTRACT# CN2736-01		30.47	
008450	COMMUNITY ACTION COUNCIL	11/22/2024	EFT	0.00	38.32	821
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">OCTOBER 2024/S</a>	Invoice	11/15/2024	OCTOBER 2024/SOS CONTRIBUTIONS	0.00	38.32	
<a href="#">657-000-000-58600-0014</a>	SOS Contributions		OCTOBER 2024/SOS CONT		38.32	
VENO2285	CONSEJO COUNSELING & REFERRAL	11/22/2024	EFT	0.00	10,827.05	822
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">2024-10</a>	Invoice	11/11/2024	SHELTON MUNICIPAL COURT/OCTOBER 2	0.00	10,827.05	
<a href="#">001-112-000-51251-4109</a>	MUNI CT - Other Professi	24-ITC	SHELTON MUNICIPAL COU		10,827.05	
VENO2319	DENALI WATER SOLUTIONS LLC	11/22/2024	EFT	0.00	2,616.96	823
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">INV941941</a>	Invoice	11/06/2024	CUST# 599121378 TRANSPORTATION	0.00	2,616.96	
<a href="#">402-400-000-53580-4100</a>	SEW SV MN - Professional		CUST# 599121378 TRANSP		2,616.96	
023078	FASTENAL COMPANY	11/22/2024	EFT	0.00	319.41	824
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">WATUM229398</a>	Invoice	11/13/2024	CUST# WATUM1962 MISC SUPPLIES	0.00	319.41	
<a href="#">402-400-000-53580-3100</a>	SEW SV MN - Office and		CUST# WATUM1962 MISC		319.41	
VENO1406	FERGUSON WATERWORKS	11/22/2024	EFT	0.00	15,214.02	825
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>		
<a href="#">0051293</a>	Invoice	11/14/2024	CUST# 2543 SETTERS/2690, 2810	0.00	1,657.93	
<a href="#">401-000-000-53480-3100</a>	WAT - Office and Operati		CUST# 2543 SETTERS/2690		1,657.93	
<a href="#">0060642</a>	Invoice	11/14/2024	CUST# 2543 METER BOXES/2588	0.00	1,173.83	
<a href="#">401-000-000-53480-3100</a>	WAT - Office and Operati		CUST# 2543 METER BOXES		1,173.83	
<a href="#">0061618</a>	Invoice	11/13/2024	CUST# 2544 SENSUS WATER METERS & M	0.00	12,382.26	
<a href="#">401-000-000-53480-3100</a>	WAT - Office and Operati		CUST# 2544 SENSUS WATE		12,382.26	
045000	H.D. FOWLER COMPANY	11/22/2024	EFT	0.00	268.76	826

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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	
<a href="#">16876726</a>	Invoice	11/12/2024	CITY OF SHELTON/HOLD DOWN NUT M&	0.00	268.76	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CITY OF SHELTON/HOLD D	268.76	
VEN01872	INDUSTRIAL SOFTWARE SOLUTIONS	11/22/2024	EFT	0.00	20,298.96	827
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">SIN011744</a>	Invoice	11/14/2024	STANDARD RENEWAL WW HMI SCADA	0.00	20,298.96	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		STANDARD RENEWAL WW	3,044.84	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		STANDARD RENEWAL WW	17,254.12	
VEN02276	JAMES N DOCTER	11/22/2024	EFT	0.00	3,000.00	828
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">#5</a>	Invoice	11/21/2024	COURT FACILITATOR SERVICES/NOVEMBE	0.00	3,000.00	
<a href="#">001-112-000-51251-4109</a>		MUNI CT - Other Professi		COURT FACILITATOR SERVI	3,000.00	
079581	KCDA PURCHASING COOPERATIVE	11/22/2024	EFT	0.00	85.20	829
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">300819648</a>	Invoice	11/08/2024	CUST#101367 OFFICE SUPPLIES	0.00	85.20	
<a href="#">001-115-000-51895-3100</a>		PW ADM - Office and Ope		CUST#101367 OFFICE SUP	18.74	
<a href="#">001-115-000-51896-3100</a>		PW ENG - Office and Ope		CUST#101367 OFFICE SUP	17.89	
<a href="#">001-140-000-55860-3100</a>		CD PLAN - Office and Ope		CUST#101367 OFFICE SUP	28.97	
<a href="#">001-141-000-57120-3100</a>		REC - Office and Operatin		CUST#101367 OFFICE SUP	3.41	
<a href="#">001-142-000-51830-3100</a>		FACIL - Office and Operati		CUST#101367 OFFICE SUP	12.78	
<a href="#">001-143-000-57550-3100</a>		COM CTR - Office and Op		CUST#101367 OFFICE SUP	3.41	
085075	LAKESIDE INDUSTRIES	11/22/2024	EFT	0.00	1,043.80	830
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">293394</a>	Invoice	10/12/2024	CUST# 101048 CAPITAL HILL ASPHALT	0.00	1,043.80	
<a href="#">414-000-000-59431-3100</a>		STRM CAP - Supplies	24-Fogarty St-Storm	CUST# 101048 CAPITAL HIL	1,043.80	
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	11/22/2024	EFT	0.00	3,074.50	831
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">78990</a>	Invoice	11/15/2024	2025 COMP PLAN & EIS	0.00	3,074.50	
<a href="#">001-140-000-55870-4100</a>		CD ECON DEV - EDC-Profe		2025 COMP PLAN & EIS	3,074.50	
195599	STATE AUDITORS OFFICE	11/22/2024	EFT	0.00	5,355.35	832
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1164681</a>	Invoice	11/12/2024	AUDIT# 52568 21-23 ACCOUNTABILITY A	0.00	5,355.35	
<a href="#">675-000-000-57120-4100</a>		Professional Svcs / Adver		AUDIT# 52568 21-23 ACCO	1,071.07	
<a href="#">675-000-000-57680-4100</a>		Services-City Chg		AUDIT# 52568 21-23 ACCO	4,284.28	
VEN01578	SUMMIT LAW GROUP	11/22/2024	EFT	0.00	12,050.50	833
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">158645</a>	Invoice	11/18/2024	CLIENT# 20161-10 JXL GENERAL LABOR	0.00	12,050.50	
<a href="#">001-130-000-51810-4100</a>		HR - Professional Services		CLIENT# 20161-10 JXL GEN	12,050.50	
189670	THE SHOPPER	11/22/2024	EFT	0.00	826.55	834
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">63474</a>	Invoice	11/18/2024	SCANNING & LABEL DOC/BLUE PRINTS	0.00	783.81	
<a href="#">001-140-000-55850-4100</a>		CD BLDG - Professional Se		SCANNING & LABEL DOC/B	783.81	
<a href="#">63492</a>	Invoice	11/20/2024	THANK YOU SIGN 12X18	0.00	42.74	



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Packet: APPKT03342-NOVEMBER 22, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">001-141-000-57680-3100</a>		PARKS - Office and Opera	THANK YOU SIGN 12X18		42.74	
VEN01877	TRANSGROUP	11/22/2024	EFT	0.00	3,661.25	835
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">33828</a>	Invoice	11/19/2024	ADA TRANSITION PLAN	0.00	3,661.25	
<a href="#">101-000-000-54261-4100</a>		ST S WALK - Professional		ADA TRANSITION PLAN	3,661.25	
202392	VERIZON WIRELESS	11/22/2024	EFT	0.00	1,002.84	836
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">9977014654</a>	Invoice	10/23/2024	ACCT# 342078219-00001		373.50	
<a href="#">001-115-000-51895-4200</a>		PW ADM - Communicatio		ACCT# 342078219-00001	147.84	
<a href="#">001-140-000-55430-4200</a>		CD AN CTRL - Communica		ACCT# 342078219-00001	42.81	
<a href="#">001-140-000-55850-4200</a>		CD BLDG - Communicatio		ACCT# 342078219-00001	42.81	
<a href="#">401-000-000-53480-4200</a>		WAT - Communication		ACCT# 342078219-00001	70.02	
<a href="#">402-400-000-53580-4200</a>		SEW SV MN - Communica		ACCT# 342078219-00001	70.02	
<a href="#">9977108109</a>	Invoice	10/23/2024	ACCT# 942084392-00001		629.34	
<a href="#">001-110-000-51160-4200</a>		COUNCIL - Communicatio		ACCT# 942084392-00001	299.67	
<a href="#">001-111-000-51423-4200</a>		FIN AC - Communication		ACCT# 942084392-00001	42.81	
<a href="#">001-112-000-51251-4200</a>		MUNI CT - Communicatio		ACCT# 942084392-00001	42.81	
<a href="#">001-112-000-51251-4200</a>		MUNI CT - Communicatio	24-ITC	ACCT# 942084392-00001	42.81	
<a href="#">001-120-000-51310-4200</a>		C MGR - Communication		ACCT# 942084392-00001	42.81	
<a href="#">001-121-000-51430-4200</a>		CLK REC - Communication		ACCT# 942084392-00001	42.81	
<a href="#">001-140-000-55850-4200</a>		CD BLDG - Communicatio		ACCT# 942084392-00001	43.45	
<a href="#">001-142-000-51830-4200</a>		FACIL - Communication		ACCT# 942084392-00001	72.17	
VEN02437	WALTER E NELSON CO OF WESTERN	11/22/2024	EFT	0.00	660.30	837
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1025185</a>	Invoice	11/15/2024	CUST# 12400 PPR TOWEL, TP, HAND SOAP	0.00	660.30	
<a href="#">001-142-000-51890-3115</a>		FACIL CIVIC - Office and O		CUST# 12400 PPR TOWEL,	339.70	
<a href="#">001-142-000-57250-3100</a>		FACIL LIB - Office and Ope		CUST# 12400 PPR TOWEL,	250.00	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 12400 PPR TOWEL,	70.60	
002223	ANDRITZ SEPARATION INC.	11/22/2024	Regular	0.00	44,645.75	112000
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">8480126664</a>	Invoice	05/21/2024	CUST# 133716 DRIVE ROLLER ASSEMBLY	0.00	43,755.29	
<a href="#">402-400-000-53580-4800</a>		SEW SV MN - Repairs and		CUST# 133716 DRIVE ROLL	43,755.29	
<a href="#">8480127745</a>	Invoice	07/15/2024	CUST# 133716 FLANGED BALL BEARINGS	0.00	890.46	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 133716 FLANGED B	890.46	
002982	APP	11/22/2024	Regular	0.00	893.05	112001
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">24-158179</a>	Invoice	08/12/2024	ACCT# AP7500158 OIL	0.00	893.05	
<a href="#">402-400-000-53580-3200</a>		SEW SV MN - Gas & Oil		ACCT# AP7500158 OIL	893.05	
108679	CENTRAL MASON FIRE AND EMS	11/22/2024	Regular	0.00	3,685.00	112002
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1388</a>	Invoice	09/30/2024	SEPTEMBER 2024/FIRE MARSHALL FEES	0.00	3,685.00	
<a href="#">001-119-000-52230-4103</a>		FIRE PREV - Prof Svcs - Fir		SEPTEMBER 2024/FIRE MA	3,685.00	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	11/22/2024	Regular	0.00	9,394.44	112003

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Packet: APPKT03342-NOVEMBER 22, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
NOVEMBER/2024 Invoice	11/20/2024	NOVEMBER/2024 CITY BILLS		0.00	9,394.44	
<a href="#">001-140-000-55430-4700</a>	CD AN CTRL - Utility Servi		NOVEMBER/2024 CITY BIL		246.76	
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		NOVEMBER/2024 CITY BIL		90.56	
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		NOVEMBER/2024 CITY BIL		306.21	
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		NOVEMBER/2024 CITY BIL		13.32	
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		NOVEMBER/2024 CITY BIL		325.18	
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		NOVEMBER/2024 CITY BIL		498.99	
<a href="#">001-142-000-51890-4715</a>	FACIL CIVIC - Utility Serv		NOVEMBER/2024 CITY BIL		169.88	
<a href="#">001-142-000-51890-4715</a>	FACIL CIVIC - Utility Serv		NOVEMBER/2024 CITY BIL		803.98	
<a href="#">001-142-000-51890-4715</a>	FACIL CIVIC - Utility Serv		NOVEMBER/2024 CITY BIL		151.78	
<a href="#">001-142-000-57250-4700</a>	FACIL LIB - Utility Services		NOVEMBER/2024 CITY BIL		625.04	
<a href="#">001-142-000-57530-4700</a>	FACIL MUSM - Utility Serv		NOVEMBER/2024 CITY BIL		131.39	
<a href="#">101-000-000-54265-4700</a>	ST PRK FAC - Utility Service		NOVEMBER/2024 CITY BIL		159.50	
<a href="#">101-000-000-54270-4700</a>	ST RD PRK - Utility Service		NOVEMBER/2024 CITY BIL		84.70	
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		NOVEMBER/2024 CITY BIL		19.91	
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		NOVEMBER/2024 CITY BIL		496.43	
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		NOVEMBER/2024 CITY BIL		43.96	
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		NOVEMBER/2024 CITY BIL		23.56	
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		NOVEMBER/2024 CITY BIL		19.26	
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		NOVEMBER/2024 CITY BIL		51.37	
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		NOVEMBER/2024 CITY BIL		122.92	
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		NOVEMBER/2024 CITY BIL		639.15	
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		NOVEMBER/2024 CITY BIL		178.26	
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		NOVEMBER/2024 CITY BIL		118.27	
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		NOVEMBER/2024 CITY BIL		120.85	
<a href="#">402-300-000-53580-4700</a>	SEW CL MN - Utility Servi		NOVEMBER/2024 CITY BIL		17.85	
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		NOVEMBER/2024 CITY BIL		29.59	
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		NOVEMBER/2024 CITY BIL		608.63	
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		NOVEMBER/2024 CITY BIL		2,308.39	
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		NOVEMBER/2024 CITY BIL		74.56	
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		NOVEMBER/2024 CITY BIL		29.59	
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		NOVEMBER/2024 CITY BIL		22.64	
<a href="#">402-500-000-53580-4700</a>	SEW OT MN - Utility Servi		NOVEMBER/2024 CITY BIL		47.20	
<a href="#">402-640-000-53580-4700</a>	SEW SV SAT - Utility Servi		NOVEMBER/2024 CITY BIL		20.64	
<a href="#">402-640-000-53580-4700</a>	SEW SV SAT - Utility Servi		NOVEMBER/2024 CITY BIL		584.02	
<a href="#">402-640-000-53580-4700</a>	SEW SV SAT - Utility Servi		NOVEMBER/2024 CITY BIL		155.46	
<a href="#">404-000-000-53180-4700</a>	STRM - Utility Services		NOVEMBER/2024 CITY BIL		54.64	
009422	DELL MARKETING L.P.	11/22/2024	Regular	0.00	4,871.49	112004
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">10778644881</a> Invoice	10/24/2024	CUST# 8933147 WINDOW	11 UPGRADES	0.00	4,871.49	
<a href="#">001-118-000-52122-3505</a>	PD PAT - Inventoried-Smal		CUST# 8933147 WINDOW		4,871.49	
009595	DEPT. OF LICENSING	11/22/2024	Regular	0.00	21.00	112005
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">SHP240049</a> Invoice	11/14/2024	SHP240049		0.00	21.00	
<a href="#">657-000-000-58600-0007</a>	Concealed Pistol Permits		SHP240049		21.00	
VEN02630	DG INVESTMENT INTERMEDIATE HC	11/22/2024	Regular	0.00	16,502.71	112006
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">IN00260304</a> Invoice	10/30/2024	CO098471 VIDEO & ACCESS	CNTRL PLATF	0.00	16,502.71	
<a href="#">302-000-000-59565-4100</a>	CAP IMP - PARKING FACILI	22-POLICE FENCING	VIDEO & ACCESS CNTRL PL		16,502.71	
VEN02460	FIRST CITIZENS BANK & TRUST CO	11/22/2024	Regular	0.00	401.85	112007



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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	
<a href="#">45841758</a>	Invoice	10/25/2024	CONTRACT# 900-0337895-000	0.00	401.85	
<a href="#">001-118-000-52122-4500</a>		PD PAT - Operating Rental		CONTRACT# 900-0337895-	32.85	
<a href="#">001-118-000-59121-7001</a>		PD - Long Term Lease		CONTRACT# 900-0337895-	369.00	
VEN02425	HUMANE SOCIETY OF MASON COUN	11/22/2024	Regular	0.00	1,396.74	112008
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">2222100</a>	Invoice	11/04/2024	BENNY/JACK/MAMA SNOW/SALLY/SPROC	0.00	1,396.74	
<a href="#">001-140-000-55430-4100</a>		CD AN CTRL - Professional		BENNY/JACK/MAMA SNO	1,396.74	
VEN02631	LAW, LYMAN, DANIEL, KAMERRER, J	11/22/2024	Regular	0.00	511.24	112009
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">MICHELLE ENGLE</a>	Invoice	10/31/2024	CLIENT ID: SHEL-001/OCTOBER 2024	0.00	511.24	
<a href="#">001-122-000-51541-4100</a>		LEGAL - Professional Servi		CLIENT ID: SHEL-001/OCTO	511.24	
109750	MASON COUNTY DISTRICT COURT	11/22/2024	Regular	0.00	400.00	112010
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">PROBATION CON</a>	Invoice	11/21/2024	PROBATION CONSULTATION/NOVEMBER	0.00	400.00	
<a href="#">001-112-000-51251-4109</a>		MUNI CT - Other Professi	24-ITC	PROBATION CONSULTATIO	400.00	
109760	MASON COUNTY PUBLIC WORKS	11/22/2024	Regular	0.00	33,793.18	112011
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">012491</a>	Invoice	11/12/2024	CAPITOL HILL ASPHALT PAVING/OCTOBER	0.00	33,793.18	
<a href="#">302-000-000-59530-6300</a>		CAP IMP - Roadway - Con	24-PAVINGPROJECT	CAPITOL HILL ASPHALT PA	33,793.18	
112000	MASON COUNTY SHERIFF DEPT	11/22/2024	Regular	0.00	425.99	112012
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1002</a>	Invoice	11/05/2024	INMATE MEDICAL/SEPTEMBER 2024	0.00	425.99	
<a href="#">001-123-000-52360-4100</a>		DET & COR - Prof Services		INMATE MEDICAL/SEPTEM	425.99	
113000	MASON COUNTY TREASURER	11/22/2024	Regular	0.00	74.89	112013
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">OCTOBER 2024/C</a>	Invoice	11/14/2024	OCTOBER 2024/CVC FINES	0.00	74.89	
<a href="#">657-000-000-58600-0005</a>		CVC Fines & Forfeits		OCTOBER 2024/CVC FINES	74.89	
VEN02077	NATURAL SELECTION FARMS, INC.	11/22/2024	Regular	0.00	33,166.80	112014
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">7758</a>	Invoice	10/24/2024	MARCH 2024/BIOSOLIDS	0.00	5,316.00	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		MARCH 2024/BIOSOLIDS	5,316.00	
<a href="#">7759</a>	Invoice	10/24/2024	APRIL 2024/BIOSOLIDS	0.00	7,178.70	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		APRIL 2024/BIOSOLIDS	7,178.70	
<a href="#">7760</a>	Invoice	10/24/2024	MAY 2024/BIOSOLIDS	0.00	6,906.60	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		MAY 2024/BIOSOLIDS	6,906.60	
<a href="#">7761</a>	Invoice	10/24/2024	JUNE 2024/BIOSOLIDS	0.00	4,133.40	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		JUNE 2024/BIOSOLIDS	4,133.40	
<a href="#">7762</a>	Invoice	10/24/2024	JULY 2024/BIOSOLIDS	0.00	6,000.30	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		JULY 2024/BIOSOLIDS	6,000.30	
<a href="#">7763</a>	Invoice	10/24/2024	AUGUST 2024/BIOSOLIDS	0.00	3,631.80	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		AUGUST 2024/BIOSOLIDS	3,631.80	
142300	NISQUALLY INDIAN TRIBE	11/22/2024	Regular	0.00	9.85	112015

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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	
<a href="#">41653</a>	Invoice	08/31/2024	INMATE PHARMACEUTICAL REIMBURS/A	0.00	9.85	
<a href="#">001-123-000-52360-4100</a>		DET & COR - Prof Services			9.85	
VEN02312	ODP BUSINESS SOLUTIONS LLC	11/22/2024	Regular	0.00	497.90	112016
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">393955123001</a>	Invoice	10/31/2024	ACCT# 28972108 MISC SUPPLIES	0.00	70.02	
<a href="#">001-115-000-51895-3100</a>		PW ADM - Office and Ope		ACCT# 28972108 MISC SU	70.02	
<a href="#">393955123002</a>	Invoice	11/01/2024	ACCT# 28972108 DRY BOARD CLEANER	0.00	12.34	
<a href="#">001-115-000-51895-3100</a>		PW ADM - Office and Ope		ACCT# 28972108 DRY BOA	12.34	
<a href="#">393955627001</a>	Invoice	10/31/2024	ACCT# 28972108 6" PROTRACTOR	0.00	11.19	
<a href="#">001-115-000-51895-3100</a>		PW ADM - Office and Ope		ACCT# 28972108 6" PROT	11.19	
<a href="#">393955628001</a>	Invoice	10/31/2024	ACCT# 28972108 PLANNER	0.00	19.66	
<a href="#">001-115-000-51895-3100</a>		PW ADM - Office and Ope		ACCT# 28972108 PLANNE	19.66	
<a href="#">395247057001</a>	Invoice	11/06/2024	ACCT# 28972108 CHAIR, BADGE REELS,H	0.00	384.69	
<a href="#">001-115-000-51895-3100</a>		PW ADM - Office and Ope		ACCT# 28972108 CHAIR, B	384.69	
153500	PACIFIC LAMP & SUPPLY CO	11/22/2024	Regular	0.00	370.11	112017
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">892913</a>	Invoice	10/10/2024	CUST# 23733-1 LED BULBS	0.00	370.11	
<a href="#">001-142-000-51890-3115</a>		FACIL CIVIC - Office and O		CUST# 23733-1 LED BULBS	370.11	
VEN02623	PETROCARD, INC	11/22/2024	Regular	0.00	3,078.15	112018
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">0538176-IN</a>	Invoice	11/07/2024	CUST# 20-0108487 FUEL	0.00	3,078.15	
<a href="#">503-250-000-58900-0001</a>		EMR - Inventory-Gas		CUST# 20-0108487 FUEL	3,078.15	
VEN02224	PROFESSIONAL TRAINING ASSOCIAT	11/22/2024	Regular	0.00	200.00	112019
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">6037</a>	Invoice	11/14/2024	EXCEL SPREADSHEET WW WRKSHP/B.AR	0.00	100.00	
<a href="#">402-400-000-53580-4307</a>		SEW SV MN - Travel-Traini		EXCEL SPREADSHEET WW	100.00	
<a href="#">6065</a>	Invoice	11/19/2024	EXCEL SPREADSHEET WW WKSHP/L.MOO	0.00	100.00	
<a href="#">402-400-000-53580-4307</a>		SEW SV MN - Travel-Traini		EXCEL SPREADSHEET WW	100.00	
903584	RIGHT SYSTEMS	11/22/2024	Regular	0.00	12,351.98	112020
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">SI-189209</a>	Invoice	11/04/2024	CUST# COS006 MANAGED SERVICES	0.00	12,351.98	
<a href="#">001-132-000-51888-4100</a>		IT - Data Processing-Prof		CUST# COS006 MANAGED	12,351.98	
008948	SEATTLE DAILY JOURNAL OF COMM	11/22/2024	Regular	0.00	1,484.10	112021
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">3404086</a>	Invoice	10/29/2024	ACCT# 3028 SYST PED SAFETY 10/15,22,2	0.00	1,032.75	
<a href="#">302-000-000-59561-4101</a>		CAP IMP - CAP Streets/Si	23-OHN C TO WK BLV	ACCT# 3028 SYST PED SAF	516.37	
<a href="#">302-000-000-59561-4101</a>		CAP IMP - CAP Streets/Si	23-SYSPEDSAFETYIMP	ACCT# 3028 SYST PED SAF	516.38	
<a href="#">3404414</a>	Invoice	11/07/2024	ACCT# 3028 A&E CONSULTPOOL10/24,31	0.00	451.35	
<a href="#">001-115-000-51896-4100</a>		PW ENG - Professional Se		ACCT# 3028 A&E CONSUL	451.35	
187000	SHELTON-MASON COUNTY JOURNA	11/22/2024	Regular	0.00	527.00	112022



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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	
<a href="#">126546</a>	Invoice	10/10/2024	NOTICE PW CUP'S	0.00	527.00	
<a href="#">001-140-000-55860-4100</a>		CD PLAN - Professional Se		NOTICE PW CUP'S	527.00	
187000	SHELTON-MASON COUNTY JOURNA	11/22/2024	Regular	0.00	155.00	112023
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">126718</a>	Invoice	10/17/2024	NOTICE SHELTON YOUTH CONNECTION	0.00	155.00	
<a href="#">001-140-000-55860-4100</a>		CD PLAN - Professional Se		NOTICE SHELTON YOUTH C	155.00	
187000	SHELTON-MASON COUNTY JOURNA	11/22/2024	Regular	0.00	186.00	112024
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">127025</a>	Invoice	11/07/2024	PO#4882 LEGAL NOTICE 2025 PRELIM BU	0.00	186.00	
<a href="#">001-110-000-51160-4100</a>		COUNCIL - Professional S		PO#4882 LEGAL NOTICE 2	186.00	
187000	SHELTON-MASON COUNTY JOURNA	11/22/2024	Regular	0.00	155.00	112025
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">127024</a>	Invoice	11/07/2024	PO#4881 METRO PARK DIST 2025 BUDGE	0.00	155.00	
<a href="#">001-110-000-51160-4100</a>		COUNCIL - Professional S		PO#4881 METRO PARK DIS	155.00	
VEN01645	TALLAN SYTSMA	11/22/2024	Regular	0.00	175.00	112026
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">REIMBURSEMENT/</a>	Invoice	11/20/2024	REIMBURSEMENT/NOVEMBER 2024 CDL	0.00	175.00	
<a href="#">001-141-000-57680-4900</a>		PARKS - Miscellaneous		REIMBURSEMENT/NOVEMB	175.00	
178252	TASCHNER LAW, PLLC	11/22/2024	Regular	0.00	1,500.00	112027
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">34</a>	Invoice	11/21/2024	PUBLIC DEFENDER SERVICES/NOVEMBER	0.00	1,500.00	
<a href="#">001-122-000-51593-4101</a>		LEGAL - OPD Grant Public		PUBLIC DEFENDER SERVIC	1,500.00	
200985	THURSTON CO PUBLIC HEALTH	11/22/2024	Regular	0.00	640.00	112028
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">LAB FEES/OCTOB</a>	Invoice	11/07/2024	LAB FEES/OCTOBER 2024	0.00	640.00	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		LAB FEES/OCTOBER 2024	640.00	
201300	TOZIER BROS INC.	11/22/2024	Regular	0.00	238.67	112029
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">472678</a>	Invoice	11/01/2024	CUST# 20090 MOP BUCKET WRINGER	0.00	77.58	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 20090 MOP BUCKE	77.58	
<a href="#">472748</a>	Invoice	11/06/2024	CUST# 20090 5PC STEEL WHEEL KIT	0.00	16.85	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 20090 5PC STEEL W	16.85	
<a href="#">472915</a>	Invoice	11/18/2024	CUST# 20090 4PC GRIP DRIVER SET	0.00	36.51	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 20090 4PC GRIP DR	36.51	
<a href="#">472920</a>	Invoice	11/18/2024	CUST# 20090 CLAMP 9/16 TO 1-1/4" SS	0.00	19.51	
<a href="#">402-640-000-53580-3100</a>		SEW SV SAT - Office and		CUST# 20090 CLAMP 9/16	19.51	
<a href="#">472948</a>	Invoice	11/19/2024	CUST# 20090 50' EX CORD, 2FT POWER BL	0.00	80.51	
<a href="#">503-000-000-54865-3100</a>		EMR - Office and Operati		CUST# 20090 50' EX CORD,	80.51	
<a href="#">472949</a>	Invoice	11/19/2024	CUST# 20090 STARTER PULL CORD	0.00	7.71	
<a href="#">503-000-000-54865-3100</a>		EMR - Office and Operati		CUST# 20090 STARTER PUL	7.71	
VEN02544	VESTIS GROUP INC	11/22/2024	Regular	0.00	42.97	112030



## Check Register

Packet: APPKT03342-NOVEMBER 22, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">5120573960</a>	Invoice	11/13/2024	CUST# 792105972 COVERALLS, MAT, TOW	0.00	42.97	
<a href="#">401-000-000-53480-4901</a>		WAT - Miscellaneous - Sh		CUST# 792105972 COVER	42.97	
203035	WASHINGTON ST. TREASURER	11/22/2024	Regular	0.00	5,160.30	112031
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">OCTOBER 2024/S</a>	Invoice	11/15/2024	OCTOBER 2024/STATE FINES	0.00	5,160.30	
<a href="#">657-000-000-58600-0006</a>		State Fines & Forfeits		OCTOBER 2024/STATE FINE	5,160.30	
053987	WESTBAY NAPA AUTO PARTS	11/22/2024	Regular	0.00	225.26	112032
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">108498</a>	Invoice	11/13/2024	CUST# 4296 OIL,OIL&FUEL FILTERS/73795	0.00	198.01	
<a href="#">503-000-000-54865-3102</a>		EMR - Oper Supplies-Part		CUST# 4296 OIL,OIL&FUEL	198.01	
<a href="#">108739</a>	Invoice	11/14/2024	ACCT# 4296 HI POWER V BELT	0.00	27.25	
<a href="#">402-640-000-53580-3100</a>		SEW SV SAT - Office and		ACCT# 4296 HI POWER V B	27.25	

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	33	0.00	177,181.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	24	19	0.00	89,339.74
	75	52	0.00	266,521.16

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2024	266,521.16
			<u>266,521.16</u>



Shelton, WA

# Check Report

By Check Number

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
009700	DEPARTMENT OF REVENUE	10/01/2024	Bank Draft	0.00	376.75	DFT0001754
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">SEPTEMBER/202</a>	Invoice	10/01/2024	SEPTEMBER/2024USETAX	0.00	376.75	
	<a href="#">401-000-000-53480-4801</a>		WAT - Repairs and Mainte		263.71	
	<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		57.76	
	<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		55.28	
VEN01232	KEY2PURCHASE	10/04/2024	Bank Draft	0.00	9,760.76	DFT0001770

## Check Report

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">SEPTEMBER/202</a>	Invoice	10/04/2024	SEPTEMBER/2024	0.00	9,760.76	
<a href="#">001-110-000-51160-4907</a>	COUNCIL - Miscellaneous	DONNA NAULT-AWC/WEBINAR L			30.00	
<a href="#">001-110-000-51160-4907</a>	COUNCIL - Miscellaneous	DONNA NAULT-AWC/MUNICIPA			30.00	
<a href="#">001-111-000-51423-4307</a>	FIN AC - Travel-Training	GENUSE4 #2345- RED LION INN			491.92	
<a href="#">001-111-000-51423-4307</a>	FIN AC - Travel-Training	GENUSE4 #2345- RED LION INN			491.92	
<a href="#">001-111-000-51423-4307</a>	FIN AC - Travel-Training	GENUSE4 #2345-THE PIT STOP/			20.90	
<a href="#">001-112-000-51251-3100</a>	MUNI CT - Office and Ope	DYAN SMOLINSKY- AMAZON/CO			320.10	
<a href="#">001-112-000-51251-3100</a>	MUNI CT - Office and Ope	DYAN SMOLINSKY-AMAZON/FAS			154.58	
<a href="#">001-112-000-51251-4900</a>	MUNI CT - Miscellaneous	DYAN SMOLINSKY- WSADCP/REF			-350.00	
<a href="#">001-112-000-51251-4900</a>	MUNI CT - Miscellaneous	DYAN SMOLINSKY- DOMINOS/IT			107.65	
<a href="#">001-112-000-52360-3100</a>	COM SVC - Office and Op	DYAN SMOLINSKY- LYN DISTRIB			338.04	
<a href="#">001-115-000-51895-3100</a>	PW ADM - Office and Ope	GENUSE3 # 1028-AASHT/ROADS			267.00	
<a href="#">001-115-000-51896-3100</a>	PW ENG - Office and Ope	GENUSE5 #4489-VISTA PRINT/B			31.56	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	CHRIS KOSTAD-REFUND AMAZO			-41.36	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	CHRIS KOSTAD-WESTSIDE PIZZA			178.20	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	CHRIS KOSTAD-SAFEWAY/PEER R			56.35	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	CHRIS KOSTAD-IDCREATOR/BAD			27.99	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	CHRIS KOSTAD-AMAZON/FURNI			41.36	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	CHRIS KOSTAD-AMAZON/CABIN			19.46	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	COS#9145- SIRCHIE ACQUISTIO			630.89	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	COS#9145- TS CAFE & ESPRESSO			65.88	
<a href="#">001-118-000-52122-3100</a>	PD PAT - Office and Opera	CHRIS KOSTAD-AMAZON/CHAIR			28.29	
<a href="#">001-118-000-52140-4301</a>	PD TRG - Travel-PD Admin	COS#9145- HIGHWAY 12/FBINN			72.01	
<a href="#">001-118-000-52140-4301</a>	PD TRG - Travel-PD Admin	COS#9145- CONOCO UNITED PA			70.00	
<a href="#">001-118-000-52140-4301</a>	PD TRG - Travel-PD Admin	COP#7802-FAIRFIELD INN/WASP			424.91	
<a href="#">001-118-000-52140-4301</a>	PD TRG - Travel-PD Admin	COP#7802-FAIRFIELD INN/WASP			424.91	
<a href="#">001-118-000-52140-4301</a>	PD TRG - Travel-PD Admin	COS#9145- NORTHERN QUEST/F			428.22	
<a href="#">001-120-000-51310-3100</a>	C MGR - Office and Opera	MARK ZIEGLER- AMAZON/OFFIC			258.74	
<a href="#">001-120-000-51310-3102</a>	C MGR - Employee Recog	GEN USE 1 #3468-URRACO/ALL			37.00	
<a href="#">001-120-000-51310-3102</a>	C MGR - Employee Recog	GEN USE 1 #3468- WALMART/A			52.97	
<a href="#">001-120-000-51310-3102</a>	C MGR - Employee Recog	LEANDRA SHARP-TAQUERIA LAS			1,150.75	
<a href="#">001-120-000-51310-4100</a>	C MGR - Professional Serv	DONNA NAULT-ADOBE/MONTH			97.99	
<a href="#">001-121-000-51430-3100</a>	CLK REC - Office and Oper	MARK ZIEGLER- AMAZON/OFFIC			258.74	
<a href="#">001-121-000-51430-4907</a>	CLK REC - Miscellaneous-	DONNA NAULT-JIMMY JOHNS/P			48.83	
<a href="#">001-121-000-51430-4907</a>	CLK REC - Miscellaneous-	DONNA NAULT-SQ*MASONRY C			67.81	
<a href="#">001-130-000-51810-3100</a>	HR - Office and Operating	MARK ZIEGLER- ID CREATOR/EM			82.66	
<a href="#">001-130-000-51810-4100</a>	HR - Professional Services	LEANDRA SHARP-WSP BACKGRO			11.00	
<a href="#">001-130-000-51810-4307</a>	HR - Travel-Training	LEANDRA SHARP-TC JOURNEYS			28.07	
<a href="#">001-130-000-51810-4307</a>	HR - Travel-Training	LEANDRA SHARP-TC CEDARS CA			31.74	
<a href="#">001-130-000-51810-4907</a>	HR - Miscellaneous-Traini	LEANDRA SHARP-TULALIP RESO			325.06	
<a href="#">001-140-000-52460-4307</a>	CD CODE - Travel Training	CITY O TRAIN #8654- ICICLE VILL			287.92	
<a href="#">001-140-000-52460-4307</a>	CD CODE - Travel Training	CITY O TRAIN #8654- SAFEWAY/			22.06	
<a href="#">001-140-000-52460-4307</a>	CD CODE - Travel Training	CITY O TRAIN #8654- KTP/GAS			13.12	
<a href="#">001-140-000-55430-3100</a>	CD AN CTRL - Office and	ANIMAL CONTROL-WALMART/B			6.50	
<a href="#">001-140-000-55430-3100</a>	CD AN CTRL - Office and	ANIMAL CONTROL-SAFEWAY/DI			10.88	
<a href="#">001-140-000-55430-3100</a>	CD AN CTRL - Office and	ANIMAL CONTROL-TRACTOR SU			71.64	
<a href="#">001-140-000-55850-4307</a>	CD BLDG - Travel-Training	CITY O TRAIN #8654- CAMPBELL			551.43	
<a href="#">001-140-000-55850-4907</a>	CD BLDG - Miscellaneous-	CITY O TRAIN #8654- INT'L COD			305.00	
<a href="#">001-140-000-55850-4907</a>	CD BLDG - Miscellaneous-	GENUSE5 # 4489- INT'L CODE/R			305.00	
<a href="#">001-140-000-55860-3100</a>	CD PLAN - Office and Ope	ANIMAL CONTROL-WALMART/C			18.88	
<a href="#">001-140-000-55860-3100</a>	CD PLAN - Office and Ope	ANIMAL CONTROL- TRACTOR S			189.95	
<a href="#">001-140-000-55860-3100</a>	CD PLAN - Office and Ope	ANIMAL CONTROL-TRACTOR SU			24.95	
<a href="#">001-140-000-55860-4907</a>	CD PLAN - Miscellaneous-	CITY O TRAIN #8654- NATIONAL			249.31	
<a href="#">001-140-000-55860-4907</a>	CD PLAN - Miscellaneous-	GENUSE6 # 0479- WALLYPARK-S			116.89	
<a href="#">001-141-000-57680-3100</a>	PARKS - Office and Opera	GENUSE2 # 6884- HOME DEPOT			150.69	
<a href="#">001-142-000-51830-3100</a>	FACIL - Office and Operati	GENUSE5 #4489- WALMART/SU			29.72	
<a href="#">001-142-000-51890-3115</a>	FACIL CIVIC - Office and O	GENUSE5 #4489- WALMART/SU			34.17	
<a href="#">001-142-000-51890-3115</a>	FACIL CIVIC - Office and O	GEN USE 1 #3468- ESS CLEANER			109.98	
<a href="#">302-000-000-59421-6000</a>	CAP IMP - Police Capital P	CHRIS KOSTAD-AMAZON/VEHIC			47.91	



## Check Report

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">401-000-000-53480-3100</a>	WAT - Office and Operati	COS#2316 LOWES/SUPPLIES SH		132.66	
	<a href="#">402-400-000-53580-3100</a>	SEW SV MN - Office and	COS#2316 LOWES/SUPPLIES SH		89.97	
	<a href="#">402-400-000-53580-3100</a>	SEW SV MN - Office and	COS#5732-AMERICAN WATER C		179.99	
VEN01510	DEPT OF REVENUE	10/21/2024	Bank Draft	0.00	3,910.34	DFT0001771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">UNCLAIMED PRO</a>	Invoice	10/21/2024	UNCLAIMED PROPERTY 2024	0.00	3,910.34	
<a href="#">001-132-000-51888-4500</a>	IT - Operating Rentals	UNCLAIMED PROPERTY 2024		122.50		
<a href="#">401-000-000-343400090</a>	WAT - Water Services	UNCLAIMED PROPERTY 2024		934.25		
<a href="#">401-000-000-343400090</a>	WAT - Water Services	UNCLAIMED PROPERTY 2024		254.09		
<a href="#">401-000-000-343400090</a>	WAT - Water Services	UNCLAIMED PROPERTY 2024		419.84		
<a href="#">401-000-000-343400090</a>	WAT - Water Services	UNCLAIMED PROPERTY 2024		580.89		
<a href="#">401-000-000-343400090</a>	WAT - Water Services	UNCLAIMED PROPERTY 2024		111.12		
<a href="#">401-000-000-343400090</a>	WAT - Water Services	UNCLAIMED PROPERTY 2024		148.68		
<a href="#">401-000-000-343400090</a>	WAT - Water Services	UNCLAIMED PROPERTY 2024		111.52		
<a href="#">401-000-000-343400090</a>	WAT - Water Services	UNCLAIMED PROPERTY 2024		403.45		
<a href="#">657-000-000-58600-0010</a>	Municipal Court Trust	UNCLAIMED PROPERTY 2024		70.00		
<a href="#">657-000-000-58600-0010</a>	Municipal Court Trust	UNCLAIMED PROPERTY 2024		4.00		
<a href="#">657-000-000-58600-0010</a>	Municipal Court Trust	UNCLAIMED PROPERTY 2024		750.00		
VEN01675	CAPTUREPOINT	10/07/2024	Bank Draft	0.00	90.42	DFT0001774
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008380</a>	Invoice	10/07/2024	Community Pass CC Fee-Oct 2024	0.00	90.42	
<a href="#">001-141-000-57120-4100</a>	REC - Professional Service	Community Pass CC Fee-Oct 20		90.42		
VEN01675	CAPTUREPOINT	10/03/2024	Bank Draft	0.00	810.00	DFT0001775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008381</a>	Invoice	10/03/2024	Community Pass Refund-Yoga	0.00	810.00	
<a href="#">001-000-000-347600003</a>	GF - Rec Fees-Fitness, Ad	Community Pass Refund-Yoga-H		120.00		
<a href="#">001-000-000-347600003</a>	GF - Rec Fees-Fitness, Ad	Community Pass Refund-Yoga-St		120.00		
<a href="#">001-000-000-347600003</a>	GF - Rec Fees-Fitness, Ad	Community Pass Refund-Yoga-D		150.00		
<a href="#">001-000-000-347600003</a>	GF - Rec Fees-Fitness, Ad	Community Pass Refund-Yoga-B		150.00		
<a href="#">001-000-000-347600003</a>	GF - Rec Fees-Fitness, Ad	Community Pass Refund-Yoga-B		150.00		
<a href="#">001-000-000-347600003</a>	GF - Rec Fees-Fitness, Ad	Community Pass Refund-Yoga-G		60.00		
<a href="#">001-000-000-347600003</a>	GF - Rec Fees-Fitness, Ad	Community Pass Refund-Yoga-B		60.00		
VEN01675	CAPTUREPOINT	10/22/2024	Bank Draft	0.00	1,488.00	DFT0001776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008382</a>	Invoice	10/22/2024	Community Pass Refund-CC Rental-Flynn	0.00	1,488.00	
<a href="#">001-000-000-362400002</a>	GF - ShortTerm Facility Re	Community Pass Refund-CC Ren		688.00		
<a href="#">657-000-000-386000002</a>	Community Cntr Damage	Community Pass Refund-CC Ren		800.00		
VEN02147	GLOBAL PAYMENTS DIRECT, INC.	10/02/2024	Bank Draft	0.00	22,699.53	DFT0001777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008383</a>	Invoice	10/02/2024	CC Bank Fees - October 2024	0.00	22,699.53	
<a href="#">401-000-000-53480-4105</a>	WAT - Prof Serv-Credit Ca	CC Bank Fees - October 2024		5,674.88		
<a href="#">402-500-000-53580-4105</a>	SEW OT MN - Prov Serv-C	CC Bank Fees - October 2024		14,754.70		
<a href="#">404-000-000-53180-4106</a>	STRM - Prof Serv-Credit C	CC Bank Fees - October 2024		2,269.95		
VEN02147	GLOBAL PAYMENTS DIRECT, INC.	10/02/2024	Bank Draft	0.00	2,292.10	DFT0001778

## Check Report

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008384</a>	Invoice	10/02/2024	CC Bank Fees - October 2024	0.00	2,292.10	
	<a href="#">401-000-000-53480-4105</a>		WAT - Prof Serv-Credit Ca		573.02	
	<a href="#">402-500-000-53580-4105</a>		SEW OT MN - Prov Serv-C		1,489.87	
	<a href="#">404-000-000-53180-4106</a>		STRM - Prof Serv-Credit C		229.21	
VEN02147	GLOBAL PAYMENTS DIRECT, INC.	10/02/2024	Bank Draft	0.00	106.38	DFT0001779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008385</a>	Invoice	10/02/2024	CC Bank Fees - October 2024	0.00	106.38	
	<a href="#">001-111-000-51423-4101</a>		FIN AC - Prof Serv-Credit		8.51	
	<a href="#">401-000-000-53480-4105</a>		WAT - Prof Serv-Credit Ca		24.47	
	<a href="#">402-500-000-53580-4105</a>		SEW OT MN - Prov Serv-C		63.83	
	<a href="#">404-000-000-53180-4106</a>		STRM - Prof Serv-Credit C		9.57	
VEN02147	GLOBAL PAYMENTS DIRECT, INC.	10/02/2024	Bank Draft	0.00	95.48	DFT0001780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008386</a>	Invoice	10/02/2024	CC Bank Fees - October 2024	0.00	95.48	
	<a href="#">001-111-000-51423-4101</a>		FIN AC - Prof Serv-Credit		95.48	
VEN02147	GLOBAL PAYMENTS DIRECT, INC.	10/02/2024	Bank Draft	0.00	1,883.67	DFT0001781
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008387</a>	Invoice	10/02/2024	CC Bank Fees - October 2024	0.00	1,883.67	
	<a href="#">001-115-000-51896-4100</a>		PW ENG - Professional Se		941.84	
	<a href="#">001-140-000-55850-4100</a>		CD BLDG - Professional Se		941.83	
063780	IRS	10/10/2024	Bank Draft	0.00	42,116.41	DFT0001782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008388</a>	Invoice	10/10/2024	October 2024 IRS Pmt #1	0.00	42,116.41	
	<a href="#">657-000-000-58600-0099</a>		IRS Withholding Tax		42,116.41	
063780	IRS	10/25/2024	Bank Draft	0.00	41,574.03	DFT0001783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0008389</a>	Invoice	10/25/2024	October 2024 IRS Pmt #2	0.00	41,574.03	
	<a href="#">657-000-000-58600-0099</a>		IRS Withholding Tax		41,574.03	
009701	DEPARTMENT OF REVENUE	10/18/2024	Bank Draft	0.00	30,422.78	DFT0001784

## Check Report

Date Range: 10/01/2024 - 10/31/2024

Vendor Number  
Payable #

Vendor Name

Payable Type

Account Number

Invoice

Post Date

Payment Date

Payable Description

Account Name

Payment Type

Item Description

Discount Amount

Discount Amount Payable Amount

Distribution Amount

Payment Amount Number

[INV0008390](#)[001-000-000-341810000](#)[001-000-000-347600003](#)[001-000-000-362400000](#)[001-000-000-362400002](#)[001-121-000-51430-4400](#)[001-141-000-57120-4400](#)[001-141-000-57680-4400](#)[001-143-000-57550-4400](#)[401-000-000-362100000](#)[401-000-000-53480-4400](#)[401-000-000-53480-4400](#)[402-500-000-53580-4400](#)[402-650-000-53580-4400](#)[404-000-000-53180-4400](#)

10/18/2024

EXCISE TAX/Oct 2024

0.00

30,422.78

GF - Copies, Etc.

EXCISE TAX/Oct 2024

5.90

GF - Rec Fees-Fitness, Ad

EXCISE TAX/Oct 2024

242.81

GF - Short Term Fac Rent-

EXCISE TAX/Oct 2024

44.91

GF - ShortTerm Facility Re

EXCISE TAX/Oct 2024

107.51

CLK REC - TAXES was Adv

EXCISE TAX/Oct 2024

0.31

REC - Educational-TAXES

EXCISE TAX/Oct 2024

18.49

PARKS - TAXES was Adver

EXCISE TAX/Oct 2024

2.38

COM CTR - TAXES was Ad

EXCISE TAX/Oct 2024

5.69

WAT - Equipment Rentals

EXCISE TAX/Oct 2024

61.30

WAT - TAXES was Advertis

EXCISE TAX/Oct 2024

3.24

WAT - TAXES was Advertis

EXCISE TAX/Oct 2024

13,963.13

SEW OT MN - TAXES was

EXCISE TAX/Oct 2024

12,612.42

SEW OT SAT - TAXES was

EXCISE TAX/Oct 2024

1,184.40

STRM - TAXES was Adver

EXCISE TAX/Oct 2024

2,170.29

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	157,626.65
EFT's	0	0	0.00	0.00
	<b>14</b>	<b>14</b>	<b>0.00</b>	<b>157,626.65</b>

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	157,626.65
EFT's	0	0	0.00	0.00
	14	14	0.00	157,626.65

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	10/2024	157,626.65
			157,626.65



## 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 4011 through 4013 and 13753 through 13850. Warrants 111985 through 111996 in the amount of \$361,599.87 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 20th of November, 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 Sharon Schirman

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

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

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

\_\_\_\_\_  
Councilmember Lyndsey Sapp

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



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

City Council Meeting Minutes  
October 15, 2024 – 6:00 p.m.  
Civic Center & Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Eric Onisko  
Deputy Mayor Sharon Schirman  
George Blush  
Tom Gilmore  
Miguel Gutierrez  
Lyndsey Sapp  
Melissa Stearns

#### **Personnel:**

City Manager Mark Ziegler  
City Clerk Pro Tem Danielle Dedmon  
Finance Director Mike Githens  
Capital Projects Manager Aaron Nix  
Superintendent Brent Armstrong

### **CALL TO ORDER**

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

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

None

### **CITY COUNCIL REPORTS**

None

### **CONSENT AGENDA**

1. Vouchers numbered 111636 through 111677 and EFT payment numbers 686 through 705 in the total amount of \$166,161.77
2. Payroll warrants numbered 3999 and 13348 through 13446 and 111620 through 111632 in the amount of \$366,704.86
3. Vouchers numbered 111701 through 111734 and EFT payment numbers 706 through 728 in the total amount of \$184,861.20
4. Payroll warrants numbered 4000 through 4003 and 13447 through 13549 and 111678 through 111696 in the amount of \$522,959.60
5. Minutes:
  - Study Session of September 10, 2024

City Clerk Pro Tem Dedmon read the items on the consent agenda. A motion was made by Councilmember Gutierrez and seconded by Councilmember Stearns to approve the consent agenda as read. Passed.

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

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

Monte Ritter  
Ted Kyllonen  
Susan Kirchoff  
Tamra Ingwaldson  
Dean Jewett

#### **Zoom:**

Dave Redman

## **PRESENTATIONS**

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

Finance Director Githens presented an overview of the financial reports through the month of August.

## **BUSINESS AGENDA**

1. LTAC Recommendations – Presented by City Manager Mark Zeigler

City Manager Zeigler presented the LTAC recommendations. No discussion.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Stearns to place the LTAC recommendations on the action agenda for the November 5, 2024 council meeting. Passed.

## **ACTION AGENDA**

1. Resolution No. 1340-0624 Water Meter Upgrades Installation (AMI) Project Award – Presented by Capital Projects Manager Aaron Nix

Capital Projects Manager Nix presented information regarding the AMI project award. Discussion followed. No public comment. City Clerk Pro Tem Dedmon provided a reading of Resolution No. 1340-0624.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Gilmore to approve Resolution No. 1340-0642 as presented. Passed.

2. Resolution No. 1351-0924 ILA with Mason County for Reimbursable Work, Supplies, and Services – Presented by Superintendent Brent Armstrong

Superintendent Armstrong presented information regarding an ILA with Mason County. Discussion followed. No public comment. City Clerk Pro Tem Dedmon provided a reading of Resolution No. 1351-0924.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Blush to waive the three-touch rule and approve Resolution No. 1351-0924 as presented. Passed.

## **ADMINISTRATION REPORT**

1. City Manager Report
  - Fall is here and leaves are falling. Please don't blow leaves into the street to help our storm drains stay clear.

## **NEW ITEMS FOR DISCUSSION**

None

## **ANNOUNCEMENT OF NEXT MEETING**

Study Session – October 22, 2024 at 6:00 p.m.

City Council Meeting – November 5, 2024 at 6:00 p.m.

## **MEETING ADJOURN**

Mayor Onisko adjourned the meeting at 6:44 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault



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

Study Session Minutes  
October 22, 2024 – 6:00 p.m.  
Civic Center & Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Eric Onisko  
George Blush  
Tom Gilmore (Zoom)  
Miguel Gutierrez  
Lyndsey Sapp  
Melissa Stearns

#### **Personnel:**

Acting City Manager Mike Githens  
City Clerk Donna Nault  
Public Works Director Jay Harris

### **CALL TO ORDER**

Call to Order: 6:00 p.m.  
Roll Call: City Clerk Nault – Absent: Deputy Mayor Sharon Schirman

### **STUDY AGENDA**

1. Pavement Preservation Program – Presented by Public Works Director Jay Harris

Public Works Director Harris presented information regarding the pavement preservation program.  
Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Onisko adjourned the meeting at 6:50 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item C5)

Touch Date: 10/28/2024  
Brief Date: 11/19/2024  
Action Date: 12/03/2024

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Reservoir Structural Design for Vent Hoods**

☐

Ordinance

☒ Dept. Head

JOH

☐ Finance Director

#### ATTACHMENTS:

☒

Resolution

☐ Attorney

**01\_Resolution No. 1354-1024**

☒

Motion

☒ City Clerk

**02\_Amendment #1**

☐

Other

☐ City Manager

**03\_Original Task Work Order**

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

In early 2024, City staff were made aware of a Department of Health requirement that the older City water reservoirs need to be retrofitted with upgraded vent hoods & screens to prevent contaminants from potentially entering the reservoirs. All older style vent hoods are required to be replaced to meet current venting/screening standards, for which 4 of the 5 reservoirs in the city are not compliant and need to be upgraded by January 1, 2026 (DOH required). The 4 reservoirs are 50+ years old, the city does not have as-built plans or structural calculations for the structures. To complete a design for the upgrades, the city will need a structural engineer to measure the existing reservoir vent openings and other structural elements to ensure that expanding the vent hole in the top of the reservoirs will not reduce the structural integrity of the facilities and their ability to hold water. The original task order for this project assumed that formal structural analysis was not needed to proceed with the design of the upgrades, and for safety purposes a structural analysis is needed to complete the design of the new hood vents.

The original consultant work order authorized the work to proceed, with a not to exceed amount of \$20,715. To complete the design work, an additional \$17,110 is needed for the as-built measurements and structural calculations, with a new not to exceed amount of \$37,825.00. Approval by the City Council is needed as the new amount surpasses the City Manager's \$30,000 spending authorization threshold.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The replacement of these vent hoods is required by DOH and are not an optional replacement project. To complete the project design, the structures will need to be analyzed by a structural engineer to ensure that the new venting systems meet DOH current standards and the structural integrity is not compromised at the reservoir facilities.

### BUDGET/FISCAL INFORMATION:

Staff have budgeted \$100,000 (2024) and \$150,000 (2025) to complete the design and installation of 4 vent hoods on 4 reservoirs within the City of Shelton.

PUBLIC INFORMATION REQUIREMENTS:

All materials are available and can be obtained from the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends "I move to adopt Resolution No. 1354-1024 within the consent agenda at the December 3, 2024 Council meeting."

**RESOLUTION 1354-1024**

**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 STRUCTURAL  
CALCULATIONS IN DESIGNING REQUIRED VENT HOODS ON OUR WATER  
RESERVOIRS**

**WHEREAS**, the City of Shelton has received correspondence from the Washington State Department of Health to replace 4 older style vents hoods associated with older water reservoirs within the City of Shelton, by January 1, 2026; and

**WHEREAS**, the City entered into a work order agreement (March 2024) with BHC Consultants to design required modifications to the City's reservoir vents, located on 4 older reservoirs within the City's water service area; and

**WHEREAS**, the City does not have certified as-builts or the original construction documents associated with the 4 reservoirs to complete formal structural calculations for the design of the retrofitting work for the required venting system for each of the reservoirs; and

**WHEREAS**, the original work order was set at a not to exceed amount of \$20,715 and where an additional amount of \$17,110 is needed in order to correctly as-built and provide structural analysis for each of these reservoirs in a new amount not to exceed \$37,825.00.

**THEREFORE, BE IT RESOLVED** by the City of Shelton, Washington, that the City Manager is hereby authorized to execute a work order for the identified tasks in the attached scope/fee with BHC Consultants (On-Call Consultant) in the completion of the design in retrofitting 4 City of Shelton water utility reservoirs in meeting DOH venting requirements, and authorized to execute any change orders up to 20% of the new not to exceed amount.

**INTRODUCED** on the 19<sup>th</sup> of November 2024 and **PASSED** by the City Council under the consent agenda at its regular meeting on the 3<sup>rd</sup> of December 2024.

ATTEST:

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

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





<b>Work Order BHC-24011 Amendment No. 1</b>
<b>Date:</b> December 3, 2024
<b>Task:</b> Reservoir Roof Retrofit Design – Amendment No. 1
<b>To:</b> BHC Consultants, LLC
<b>Scope of Work:</b> In addition to the scope defined in the original Work Order, BHC Consultants will also gather reservoir roof and vent support asbuilt data and prepare a report of the findings, as well as complete structural analysis on four water reservoirs, as described in Exhibit A, attached hereto.
<b>Original Budget:</b> \$20,715.00 <b>Budget increased by this Amendment No. 1:</b> \$17,110 <b>New Not To Exceed Amount:</b> \$37,825.00

Task Order Contact Information	
<i>City of Shelton</i>	<i>BHC Consultants, LLC</i>
<b>Name:</b> Mike Albaugh	<b>Name:</b> Ryan Hale, PE
<b>Phone:</b> 360.490.1279	<b>Phone:</b> 206.505.3400
<b>Email Address:</b> mike.albaugh@sheltonwa.gov	<b>Email Address:</b> rhale@bhccconsultants.com

Approving Signatures	
<b>City of Shelton:</b>	<b>Date:</b>
Mark Ziegler, City Manager	
<b>BHC Consultants, LLC:</b>	<b>Date:</b>
Cameron Ochiltree, Executive Vice President	

This work shall be done according to the contractual agreement titled, *On-Call Qualified Pool List, Water System Conveyance, Pumping, and Storage* between City of Shelton and BHC Consultants, LLC dated February 10, 2021.

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

# EXHIBIT A

## On-Call Qualified Pool List – Water Systems Conveyance, Pumping and Storage

### Reservoir Roof Vents Retrofits Design

#### Scope of Work

#### Work Order No. BHC-24011 – Amendment # 1

The general provisions and clauses of the On-Call agreement executed February 10<sup>th</sup>, 2021 between the City of Shelton (“City”) and BHC Consultants, LLC (“BHC”) shall be in full force and effect for this Task Order Assignment.

**Project Title:** Reservoir Roof Vents Retrofits Design

**Maximum Amount Payable:** Initial Authorization \$20,715

Revised through Amendment Request \$37,825 (see attached Exhibit A-1)

**Completion Date:** January, 2025

#### Description of Work:

BHC has been working on the original work order since City authorization in March 2024. The City has expressed a desire to evaluate the structural capacity of the Mountain View, Angleside, High School, and Capital Hill Tanks to support proposed reservoir roof vent retrofits. The City’s latest Department of Health (DOH) Sanitary Survey identified four reservoir roof vents that do not meet current DOH requirements for shrouds and screening. The original Work Order included developing final design documents for the replacement of the four existing reservoir roof vents with roof vents that meet the DOH shroud and screening requirements. The design documents have been reviewed by the City and have been finalized, pending design changes prompted by the structural analysis. As directed by the City, this amendment proposal seeks to capture the unscoped reservoir asbuilding efforts and structural analysis.

Under this Amendment No. 1 Scope of Work (SOW) Evergreen Coating Engineers, LLC (ECE) will gather the roof plate thicknesses of each reservoir around the roof vent utilizing an ultrasonic steel thickness gage. Coating samples will be gathered of the exterior coatings and tested for RCRA 8 Total Metals Content, with the exception of mercury which is not known to be a metal of concern in reservoir coating systems. The High School tank requires the dimensions of the center column and inner rafter ring to be obtained. This data will be gathered by floating the reservoir in a raft. BHC will use the gathered as-built roof plate thicknesses, center column, and inner rafter ring dimensions to evaluate the existing tank roof structural capacities to support the proposed roof vent retrofit designs in the original work order.

Local jurisdictional approval from the City’s building department, as well as preparation and approval of a project design report by DOH, are assumed to not be required and are not included in this SOW. Environmental permitting and cultural resource investigations are not included in this SOW.

## SCOPE OF SERVICES

The anticipated levels of effort for the additional scope of work identified in the Description of Work are summarized in the table below. The associated fees for the additional work are broken down by labor classification and totaled in Exhibit A.

### **Task 1 – Project Management, Quality Assurance/Quality Control (QA/QC) - Design**

Project management occurs throughout the duration of the as-building and analysis phase, with anticipated delivery of a final structural evaluation memo and structural calculations package within 2 months of Notice to Proceed. Efforts include:

- Project Initiation. Project initiation, including amendment execution and authorization; project update within accounting/invoicing software and appropriate web hosted applications; internal kickoff efforts with the BHC project team to review scope, milestones, deliverables, project communications, documentation, and available information.
- Client Communications, Team Coordination, Budget Monitoring and Invoicing. Ongoing client communications, BHC team coordination/technical direction, progress and budget monitoring, and invoicing.
- QA/QC Program. Senior internal QA/QC review of the deliverables in different stages of the project in advance of delivery to the City.

### **Task 2 – Asbuilt Data Gathering and Report**

ECE will visit the four tanks to gather roof and support asbuilt data and prepare a report of the findings. ECE will gather the roof plate thicknesses of each reservoir around the roof vent utilizing an ultrasonic steel thickness gage. Coating samples will be gathered of the exterior coatings and tested for RCRA 8 Total Metals Content, with the exception of mercury which is not known to be a metal of concern in reservoir coating systems. The High School tank requires the dimensions of the center column and inner rafter ring to be obtained. This data will be gathered by floating the reservoir in a raft. ECE will prepare a memorandum with the asbuilt data included and exterior coating sample test results attached for BHC. See attached Exhibit B-1 Task 1 for ECE's scope and budget.

### **Task 3 – Structural Analysis and Memo**

BHC will use the gathered as-built roof plate thicknesses, center column, and inner rafter ring dimensions from ECE in Task 2 to evaluate the existing tank roof structural capacities to support the proposed roof vent retrofit designs in the original Work Order SOW. Methods for evaluation may include comparative loading analysis and/or computer modeling of the roof. BHC will prepare a structural evaluation memo and structural calculations package for submittal to the City.

## ASSUMPTIONS

Management time is based on a 2-month duration to collect asbuilt data and perform the structural analysis.

ECE will visit the following reservoirs for this scope of work:

- |                                      |   |
|--------------------------------------|---|
| ▪ Mountain View: 65' tall, 40' diam. | Design: self-supporting dome                |
| ▪ Angleside: 66' tall, 34' diam.     | Design: self-supporting dome                |
| ▪ High School: 24' tall, 60' diam.   | Design: rafters and a single center column. |
| ▪ Capital Hill: 70' tall, 23' diam.  | Design: self-supporting dome                |

Site visits are conducted in one day. City or BHC will provide a hole watch while ECE is inside of the High School reservoir. Available information requested from the City will be provided in a timely manner and will be assumed to be current, accurate and reflective of existing system conditions.

All other assumptions under the original authorization remain valid.

## SCHEDULE

BHC will undertake to complete the SOW based on the milestones listed below, assuming notice to proceed is provided by November 1, 2024:

- Site visits for asbuilt data gathering and report in November 2024.
- Delivery of a final structural evaluation memo and structural calculations package by the end of 2024.

## DELIVERABLES

- A memorandum from ECE with the asbuilt data included and exterior coating sample test results attached in PDF electronic format.
- A final structural evaluation memo and structural calculations package from BHC in PDF electronic format.
- Monthly invoicing.

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

BHC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Signature: \_\_\_\_\_ Date: \_\_\_\_\_



EXHIBIT A-1 BUDGET SPREADSHEET City of Shelton On-Call Qualified Pool List – Water Systems Conveyance, Pumping and Storage Work Order No. BHC 24001 – Reservoir Roof Vents Retrofit Design Amendment No. 1 – Reservoir Roof Vent Asbulting and Structural Analysis											
Task No.	Task Description	QA/QC <i>Kelsey</i>	PM <i>Hale</i>	Structural <i>Dahl</i>	Proj Admin <i>Coughlin</i>	Clerical <i>McElwain</i>	BHC Total Labor		Subconsultant Fees	Direct Expenses and 10% Sub Markup	TOTAL COST
		Hourly Billing Rate: \$255	\$175	\$255	\$135	\$130	Hours	Cost			
1	PROJECT MANAGEMENT, QA/QC										
	Project Initiation		1		1	1	3	\$440			\$440
	Client Communications, Team Coordination, Budget Monitoring and Invoicing		3		2		5	\$795			\$795
	Quality Assurance/Quality Control Program	2					2	\$510			\$510
TASK SUBTOTAL, HOURS		2	4	0	3	1	10				
TASK SUBTOTAL, LABOR COST		\$510	\$700	\$0	\$405	\$130		\$1,745	\$0	\$0	\$1,745
2	ASBUILT DATA GATHERING AND REPORT										
	Asbuilt Data Gathering and Report		12				12	\$2,100	\$5,250	\$675	\$8,025
	TASK SUBTOTAL, HOURS	0	12	0	0	0	12				
	TASK SUBTOTAL, LABOR COST	\$0	\$2,100	\$0	\$0	\$0		\$2,100	\$5,250	\$675	\$8,025
3	STRUCTURAL ANALYSIS AND MEMO										
	Structural Analysis and Memo		4	24		4	32	\$7,340			\$7,340
							0	\$0			\$0
							0	\$0			\$0
							0	\$0			\$0
TASK SUBTOTAL, HOURS		0	4	24	0	4	32				
TASK SUBTOTAL, LABOR COST		\$0	\$700	\$6,120	\$0	\$520		\$7,340	\$0	\$0	\$7,340
TOTAL DIRECT LABOR AND OVERALL COST		2	20	24	3	5	54	\$11,185	\$5,250	\$675	\$17,110
OVERALL WORK ORDER AMENDED BUDGET REQUEST										\$37,825	

## EXHIBIT B-1

### SCOPE OF WORK

#### BHC Consultants

#### Evergreen Coating Engineers, LLC

### City of Shelton

#### Reservoir Roof Vent Asbuilding

### Project Overview

The Project consists of gathering information as described within this scope of work in order to assist BHC Consultants, LLC (BHC) with a project to replace the roof vents on four reservoirs within the City of Shelton's (City) system. Evergreen Coating Engineers, LLC (ECE) is also including an optional task to provide a condition assessment of the reservoirs as well.

#### Task 1 – Asbuilt Data Gathering and Report

ECE visit the following reservoirs for this scope of work:

- Mountain View: 65' tall, 40' diam. Design: self-supporting dome
- Angleside: 66' tall, 34' diam. Design: self-supporting dome
- HighSchool: 24' tall, 60' diam. Design: rafters and a single center column.
- Capital Hill: 70' tall, 23' diam. Design: self-supporting dome

ECE will gather the roof plate thicknesses of each reservoir around the roof vent utilizing an ultrasonic steel thickness gage. Coating samples will be gathered of the exterior coatings and tested for RCRA 8 Total Metals Content, with the exception of mercury which is not known to be a metal of concern in reservoir coating systems. The HighSchool tank requires the dimensions of the center column and inner rafter ring to be obtained. This data will be gathered by floating the reservoir in a raft.

**Deliverables:** A memorandum with the data included and exterior coating sample test results attached.

#### **Assumptions:**

Site visits are conducted in one day. City or BHC provides a hole watch while ECE is inside of the HighSchool reservoir.

### OPTIONAL CONDITION ASSESSMENT TASKS

#### Task 2 – Condition Assessment Data Gathering

ECE will review any existing data the City has including previous condition assessments or dive videos.

ECE will perform a condition assessment which will consist of the following components:

- Visual inspection of the interior coatings above the waterline and exterior coating condition;
- Gathering photographs of access, site, and other reservoir features;

**Deliverables:** None.

**Assumptions:**

Site visits are conducted in one day at the time of the Task 1 site visits. Adhesion testing and interior coating sample testing for RCRA 8 metals are not included.

**Task 3 – Condition Assessment Report**

Condition assessment report shall provide a description of the data collected from the site visit, provide recommendations for improvements, and anticipated planning level cost estimates for those recommendations.

**Deliverables:** Draft and Final Reports in PDF format.

**Assumptions:**

One virtual meeting is assumed to discuss the results of the condition assessment report.

**Exhibit B-2**  
**CITY OF SHELTON**  
**Reservoir Roof Vent Asbuilding**

Tasks		Hours
<b>Task 1</b>	<b>Asbuilt Data Gathering and Report</b>	
	Site visits, sample testing, and Report	20
Total Estimated Hours:		20
Billing Rate:		\$ 230
Total Labor Cost:		\$ 4,600
<b>Expenses:</b>		
	Mileage @ current IRS rate	\$ 150
	Exterior coating sample testing	\$ 500
Total Expenses:		\$ 650
TOTAL ESTIMATED COST: Asuilt Data Gathering		\$ 5,250

<b>Task 2</b>	<b>Optional - Condition Assessment Data Gathering</b>	
	Existing data review and site visit material preparation	2
	Condition assessments	3
<b>Task 3</b>	<b>Optional - Condition Assessment Report</b>	
	Draft Report	32
	Final Report	4
Total Estimated Hours:		41
Billing Rate:		\$ 230
Total Labor Cost:		\$ 9,430
Expenses: None		
TOTAL ESTIMATED COST: Optional Tasks		\$ 9,430

**TOTAL ESTIMATED COST: Asbuilt Data and Optional Tasks**      **\$ 14,680**





<b>Work Order BHC-24011</b>
<b>Date:</b> March 20, 2024
<b>Task:</b> Reservoir Roof Vent Retrofit Design
<b>To:</b> BHC Consultants, LLC
<b>Scope of Work:</b> BHC Consultants will develop final design documents for the replacement of reservoir roof vents on the Mountain View, Angleside, High School, and Capital Hill Water Tanks that meet the Dept. of Health shroud and screening requirements, as described in Exhibit A, attached hereto.
<b>Budget:</b> \$20,715.00 NTE

Task Order Contact Information	
<i>City of Shelton</i>	<i>BHC Consultants, LLC</i>
<b>Name:</b> Mike Albaugh	<b>Name:</b> Ryan Hale, PE
<b>Phone:</b> 360.490.1279	<b>Phone:</b> 206.505.3400
<b>Email Address:</b> mike.albaugh@sheltonwa.gov	<b>Email Address:</b> rhale@bhccconsultants.com

Approving Signatures	
<b>City of Shelton:</b>  Mark Ziegler, City Manager	<b>Date:</b> 3/25/24
<b>BHC Consultants, LLC:</b> Cameron Ochiltree <small>Digitally signed by Cameron Ochiltree Contact Info: cameron.ochiltree@bhccconsultants.com Date: 2024.03.22 15:23:12-07'00'</small>	<b>Date:</b> 03/22/2024
Cameron Ochiltree, Executive Vice President	

This work shall be done according to the contractual agreement titled, *On-Call Qualified Pool List, Water System Conveyance, Pumping, and Storage* between City of Shelton and BHC Consultants, LLC dated February 10, 2021.

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

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **City of Shelton**

#### **On-Call Qualified Pool List – Water Systems Conveyance, Pumping and Storage**

#### **Work Order No. BHC-24011 – Reservoir Roof Vent Retrofits Design**

#### **Statement of Understanding**

The general provisions and clauses of the On-Call agreement executed February 10, 2021 between the City of Shelton (City) and BHC Consultants, LLC (BHC) shall be in full force and effect for this Task Order Assignment. This Scope of Work is a result of the City's latest Department of Health (DOH) Sanitary Survey, which identified four reservoir roof vents required to be retrofit or replaced to meet current DOH requirements for sanitary protection.

**Project Title:** Reservoir Roof Vent Retrofits Design.

**Maximum Amount Payable:** \$20,715 (see breakdown within attached Exhibit B).

**Completion Date:** December 31, 2024.

#### **Description of Work**

The City's latest Department of Health (DOH) Sanitary Survey identified four reservoir roof vents that do not meet current DOH requirements for shrouds and screening. The screens are located on the side of the vents and do not have a shroud cover, so they do not have protection from rain splatter and dust. DOH is requiring retrofit or replacement of the roof vents to meet the current standards for sanitary protection. The reservoir vents requiring retrofit or replacement include those installed on the Mountain View, Angleside, High School, and Capital Hill Tanks.

Under this Scope of Work (SOW), BHC will develop final design documents for the replacement of the four existing reservoir roof vents with roof vents that meet the DOH shroud and screening requirements. The design documents will include demolition details, standard roof vent riser and roof vent details, technical specifications for the roof vent riser, roof vent, and reservoir coating touchup. The project will not be publicly advertised and bid and will be completed by engaging a contractor from its small works roster.

Local jurisdictional approval from the City's building department, as well as preparation and approval of a project design report by DOH, are assumed to not be required and are not included in this SOW. Environmental permitting and cultural resource investigations are not included in this SOW.

#### **Scope of Services**

##### **Task 1 – Project Management, Quality Assurance/Quality Control (QA/QC) - Design**

Project management occurs throughout the duration of the design phase, with anticipated delivery of final

design documents within 4 months of Notice to Proceed. Efforts include:

- Project Initiation. Project initiation, including task order execution and authorization; project setup within accounting/invoicing software and appropriate web hosted applications; internal kickoff efforts with the BHC project team to review scope, milestones, deliverables, project communications, documentation, and available information.
- Client Communications, Team Coordination, Budget Monitoring and Invoicing. Ongoing client communications, BHC team coordination/technical direction, progress and budget monitoring, and invoicing.
- QA/QC Program. Senior internal QA/QC review of the deliverables in different stages of the project in advance of delivery to the City.

### **Task 2 – Design Review Workshop**

One (1) workshop will be scheduled and conducted after Notice-to-Proceed. The workshop will include up to two (2) representatives from BHC. Efforts include:

- 90% Design Workshop. BHC will conduct a virtual 90% design review workshop via Microsoft Teams to review and incorporate comments received from City staff, discuss impacts to the plans and specifications and establish the schedule for final document production and transmittal to contractors.

### **Task 3 – Design Document Preparation**

BHC will prepare drawings and specifications for the proposed improvements. BHC will prepare 90% and Final submittals for review by the City, address City comments on each and produce a final set of documents for construction. Design document preparation will include the following activities.

- Drawing Preparation. Time budgeted for preparation of the drawings is based on using photos provided by the City and existing record drawings to develop a complete plan set for the design documents.
- General Drawings:
  - Prepare general drawings. The following is a list of anticipated drawings, which is the basis of the budget estimate:
    1. G1 Cover Sheet, Index of Drawings, and Vicinity Maps
    2. G2 Legends, Designations, and Abbreviations
- Reservoir Appurtenance Demolition and Replacement Drawings:
  - Photos provided by the City and existing record drawings will be used to develop the roof vent demolition and replacement details. Time budgeted for preparation of the drawings is based on marking up photos and existing record drawings. The following is a list of anticipated drawings, which is the basis of the budget estimate:
    3. R1 Mountain View Tank Details
    4. R2 Angleside Tank Details
    5. R3 Highschool Tank Details
    6. R4 Capital Hill Tank Details

- Prepare Bid Specifications. The City standard small works roster bidding forms will be furnished by the City for the project and are assumed to not require alteration by BHC. The 90% specifications will be in Construction Specifications Institute (CSI) format and will include drafts of the technical specifications. The following is a list of anticipated specifications, which is the basis of the engineering budget estimate:
  1. 01100 Summary of Work
  2. 05500 Miscellaneous Metal Fabrications
  3. 09970 Reservoir Surface Preparation and Painting
  4. 13211 Steel Reservoir Appurtenances
- Provide electronic PDF copies of the 90% and 100% submittal drawings and specifications to the City. Comments from the City on the 90% submittal will be incorporated into the final design documents. Final drawings and specifications will be provided as electronically signed PDF files.

## ASSUMPTIONS

- Management time is based on a 4-month duration to prepare design documents.
- Available information requested from the City will be provided in a timely manner and will be assumed to be current, accurate and reflective of existing system conditions.
- All four vents and vent risers will be replaced with Newlin's or T Bailey style vents. The maximum inlet and outlet flows from the reservoirs can be obtained from the hydraulic model with minimal effort. Maximum inlet flows will be determined with all potential sources to the reservoir on, and maximum outlet flows will be determined by modeling a water main break at the base of the reservoir or downhill from the reservoir, whichever is greater.
- Design details will include photos of the existing roof vents for demolition, standard details for the new roof vent riser, and standard details for the new roof vent.
- Specifications will include a technical specification for the roof vent, a technical specification for the metals and welding, and a technical specification for the reservoir coating repairs.
- Budgetary contractor cost has been shared, and additional cost estimating excluded.
- Structural analysis of the existing reservoirs will not be included to assess additional loading due to the vent installation.
- Permits and a DOH project report and construction document review is not required.
- Small works roster will be used to bid with City provided bid forms.
- The scope is through design and bidding. The City will facilitate soliciting and receiving bids from contactors. A total of four (4) hours are assumed for bid support to respond to contractor questions.
- Services during construction are not included in the scope.

## Schedule

BHC will undertake to complete the SOW based on the milestones listed below, assuming notice to proceed is provided by March 1, 2024:

- Submittal of the 90% design package (drawings and specifications) in June 2024.
- Submittal of the final design documents (stamped and signed drawings and specifications) in July 2024.
- Construction will take place from August 2024 to August 2025, two reservoirs per year.

## Deliverables

- 90% Drawings and Specifications.
  - Drawings will be submitted in PDF format.
  - Specifications will be submitted in PDF and Microsoft Word format.
- Issued For Construction Drawings, and Specifications:
  - Drawings will be submitted in PDF format.
  - Specifications will be submitted in PDF and Microsoft Word format.
- Monthly invoicing.

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

BHC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Signature: \_\_\_\_\_ Date: \_\_\_\_\_



EXHIBIT A  
BUDGET SPREADSHEET  
City of Shelton On-Call Qualified Pool List – Water Systems Conveyance, Pumping and Storage  
Work Order No. BHC-24011 – Reservoir Roof Vents Retrofit Design

Task No.	Task Description	QA/QC <i>Kelsey</i>	PM <i>Hale</i>	Structural <i>Dahl</i>	Staff Eng. <i>Garcia/Thim</i>	CAD Mgr. <i>Simon/Osloe</i>	CAD Drafter <i>Castillo</i>	Proj Admin <i>Coughlin</i>	Clerical <i>McElwain</i>	BHC Total Labor		TOTAL COST
		Hourly Billing Rate:								Hours	Cost	
1	PROJECT MANAGEMENT, QA/QC											
	Project Initiation		4					2	2	8	\$1,230	\$1,230
	Client Communications, Team Coordination, Budget Monitoring and Invoicing		12					8		20	\$3,180	\$3,180
	Quality Assurance/Quality Control Program	3								3	\$765	\$765
TASK SUBTOTAL, HOURS		3	16	0	0	0	0	10	2	31		
TASK SUBTOTAL, LABOR COST		\$765	\$2,800	\$0	\$0	\$0	\$0	\$1,350	\$260		\$5,175	\$5,175
2	DESIGN REVIEW WORKSHOP											
	90% Design Review Workshop	1	2							3	\$605	\$605
	TASK SUBTOTAL, HOURS	1	2	0	0	0	0	0	0	3		
	TASK SUBTOTAL, LABOR COST	\$255	\$350	\$0	\$0	\$0	\$0	\$0	\$0		\$605	\$605
3	DESIGN DOCUMENT PREPARATION											
	General Discipline Drawings (2)		2		4	1	4			11	\$1,710	\$1,710
	Civil Discipline Drawings (4)		16	4	4	1	28			53	\$8,660	\$8,660
	Specifications		8	1	4				4	17	\$2,775	\$2,775
	Package Submittal to City/Bid Support		8						3	11	\$1,790	\$1,790
TASK SUBTOTAL, HOURS		0	34	5	12	2	32	0	7	92		
TASK SUBTOTAL, LABOR COST		\$0	\$5,950	\$1,275	\$1,800	\$360	\$4,640	\$0	\$910		\$14,935	\$14,935
TOTAL DIRECT LABOR AND OVERALL COST		4	52	5	12	2	32	10	9	126	\$20,715	\$20,715

# September 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

	2024 Budget	2024 thru September	2024 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	15,437,793	11,906,899	16,130,901	693,108	4.5%
Expenditures	15,565,271	10,565,090	15,259,687	305,584	2.0%
Net Revenues Less Expenditures	(127,478)	1,341,809	871,214	998,692	
Beginning Fund Balance	5,376,171		5,376,171		
Ending Fund Balance	5,248,693 33.7%		6,247,385 40.1%		
<u>Ending Fund Balance Breakdown:</u>					
Reserved - 20% of Budget	3,113,054		3,113,054		
Unreserved Fund Balance	2,135,639		3,134,331		
<b>Total Fund Balance</b>	<b>5,248,693</b>		<b>6,247,385</b>		

### Summary

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

Analysis through September shows an overall Positive budget variance of \$999 thousand.

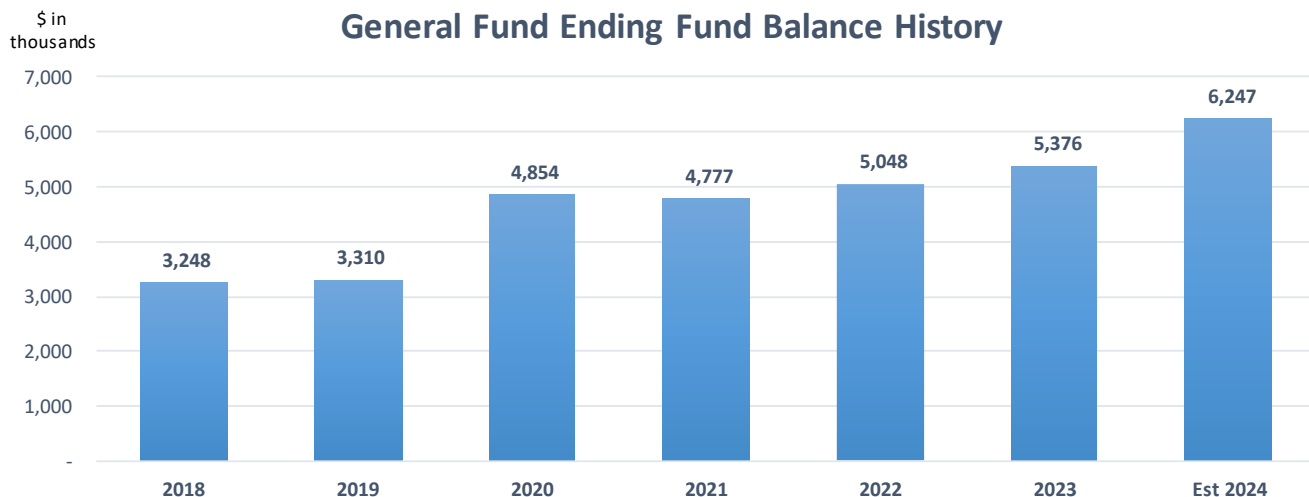
General Fund Reserves are estimated to end the year at \$6.25 million, or 40.1% of 2024 budgeted expenditures.

### Revenue Overview

Revenues are currently estimated to end the year approximately \$693 thousand, or 4.5% more than budgeted.

### Expenditure Overview

Expenditures are currently estimated to end the year approximately \$306 thousand, or 2.0% less than budgeted.



# September 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

Revenue Categories	2024 Budget	2024 thru September	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	2,997,899	1,605,208	2,997,899	-	0.0%
Sales & Use	3,525,360	2,714,326	3,545,378	20,018	0.6%
City Utility	1,448,082	1,222,524	1,556,703	108,621	7.5%
Non-City Utility	1,341,400	999,619	1,262,896	(78,504)	-5.9%
Business & Occupation	1,308,110	1,046,773	1,315,000	6,890	0.5%
Other	53,930	65,102	75,641	21,711	40.3%
Licenses & Permits	295,050	285,268	362,733	67,683	22.9%
Intergovernmental Revenue	669,070	700,849	790,204	121,134	18.1%
Charges for Goods/Services	3,527,342	2,725,161	3,640,180	112,838	3.2%
Fines and Penalties	92,550	51,477	60,153	(32,397)	-35.0%
Miscellaneous Revenue	132,000	490,594	524,113	392,113	297.1%
Transfers In	47,000	-	-	(47,000)	-100.0%
<b>Total Revenues</b>	<b>15,437,793</b>	<b>11,906,899</b>	<b>16,130,901</b>	<b>693,108</b>	<b>4.5%</b>

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

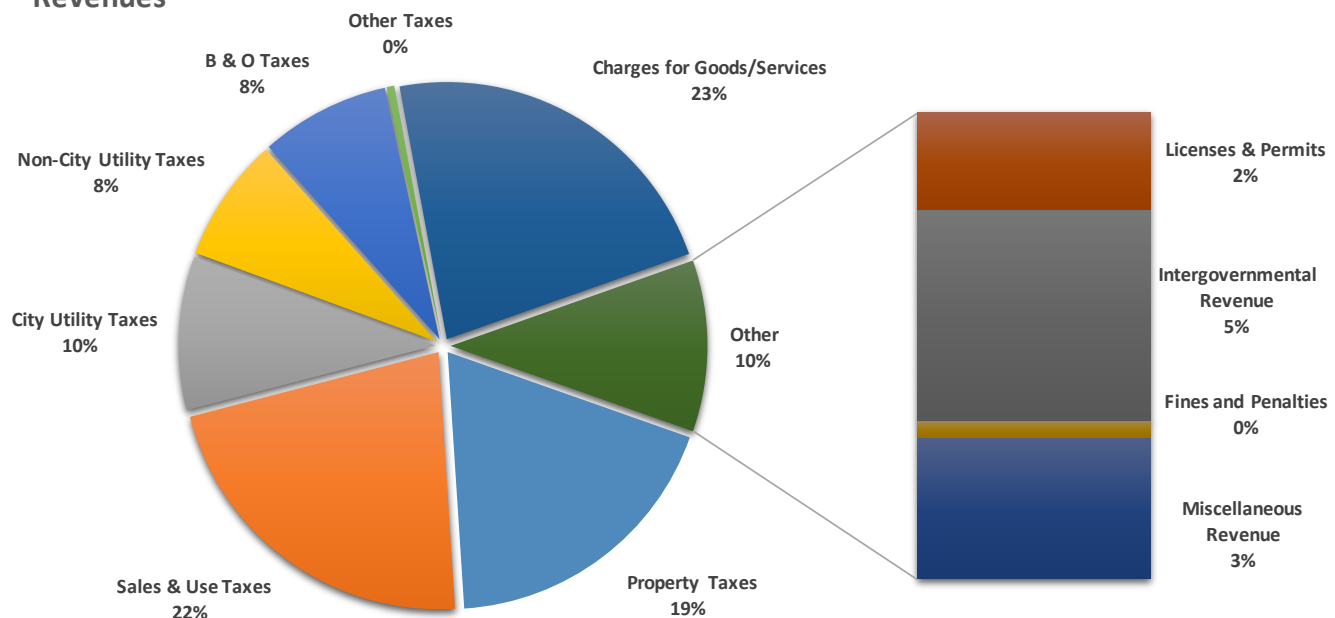
Variance analysis for revenues is provided for particular line items or those in which the estimated actual amount differs from the budgeted amount by at least 10% and \$75,000.

#### Variance Notes

**Intergovernmental:** Over budget due to Alternative Response and Criminal Justice Training grants.

**Miscellaneous:** Over budget due to abatement lein of \$36k and opioid settlement of \$149k.

#### 2024 Estimated General Fund Revenues



# September 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

Department	2024 Budget	2024 thru September	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>City Clerk</b>	261,013	149,749	232,539	28,474	10.9%
<b>City Council</b>	75,963	51,705	74,139	1,824	2.4%
<b>City Manager</b>					
City Manager	450,094	322,455	443,626	6,468	1.4%
Legal	375,170	258,504	368,370	6,800	1.8%
Detentions/Corrections-Contract	504,390	96,287	375,000	129,390	25.7%
Human Resources	161,119	103,375	160,110	1,009	0.6%
Risk Management	124,367	123,414	142,610	(18,243)	-14.7%
<b>Community &amp; Economic Development</b>					
Animal Control	174,435	184,521	252,130	(77,695)	-44.5%
Code Enforcement	157,780	131,578	184,274	(26,494)	-16.8%
Community Development	757,066	458,406	793,662	(36,596)	-4.8%
<b>Parks &amp; Facilities</b>					
Civic Center Activities	59,588	36,885	55,962	3,626	6.1%
Facility Services	747,243	482,096	842,498	(95,255)	-12.7%
Parks & Recreation	666,958	468,977	660,528	6,430	1.0%
<b>Finance</b>					
Finance	1,421,224	959,308	1,373,822	47,402	3.3%
Information Technology	418,643	265,542	415,531	3,112	0.7%
<b>Fire &amp; Emergency Services</b>	2,583,353	1,863,400	2,514,588	68,765	2.7%
<b>Municipal Court</b>	730,375	562,215	748,650	(18,275)	-2.5%
<b>Non-Departmental</b>	826,530	627,263	755,212	71,318	8.6%
<b>Police</b>	4,127,310	2,899,777	4,061,438	65,872	1.6%
<b>Public Works</b>	942,650	519,635	804,998	137,652	14.6%
<b>Total Expenditures</b>	<b>15,565,271</b>	<b>10,565,090</b>	<b>15,259,687</b>	<b>305,584</b>	<b>2.0%</b>

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

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

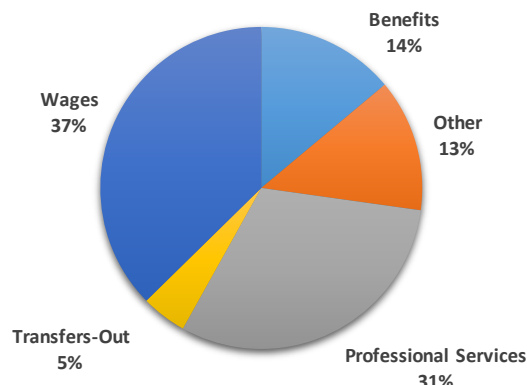
#### Variance Notes

**Detention/Corrections:** Jail fees are projected to remain below budget.

**Animal Control:** The Animal Shelter continues to remain very busy even with many adoptions.

**Public Works:** Below budget due to open position during 2024.

### 2024 Estimated General Fund Expenditures



# September 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

	2022 Actual	2023 Actual	2024 Budget	2024 thru September	2024 Est Actual
<b>Beginning Fund Balance</b>	<b>4,777,607</b>	<b>5,047,799</b>	<b>5,376,171</b>	<b>5,376,171</b>	<b>5,376,171</b>
<b>Revenues</b>					
Taxes:					
Property	2,546,998	2,788,309	2,997,899	1,605,208	2,997,899
Sales & Use	3,436,648	3,595,781	3,525,360	2,714,326	3,545,378
City Utility	1,474,584	1,528,927	1,448,082	1,222,524	1,556,703
Non-City Utility	1,205,659	1,290,740	1,341,400	999,619	1,262,896
Business & Occupation	985,461	802,272	1,308,110	1,046,773	1,315,000
Other	60,421	76,386	53,930	65,102	75,641
Licenses & Permits	306,329	306,906	295,050	285,268	362,733
Intergovernmental Revenue	2,147,469	592,006	669,070	700,849	790,204
Charges for Goods/Services	3,060,577	3,423,381	3,527,342	2,725,161	3,640,180
Fines and Penalties	51,581	49,639	92,550	51,477	60,153
Miscellaneous Revenue	260,291	397,855	132,000	490,594	524,113
Transfers In	128	87,712	47,000	-	-
<b>Total Revenues</b>	<b>15,536,147</b>	<b>14,939,914</b>	<b>15,437,793</b>	<b>11,906,899</b>	<b>16,130,901</b>
<b>Expenditures</b>					
<b>City Clerk</b>	238,028	226,373	261,013	149,749	232,539
<b>City Council</b>	77,768	63,480	75,963	51,705	74,139
<b>City Manager</b>					
City Manager	344,279	408,587	450,094	322,455	443,626
Legal	277,979	343,008	375,170	258,504	368,370
Detentions/Corrections-Contract	339,327	203,718	504,390	96,287	375,000
Human Resources	327,848	274,902	161,119	103,375	160,110
Risk Management	136,360	143,699	124,367	123,414	142,610
<b>Community &amp; Economic Development</b>					
Animal Control	83,700	104,441	174,435	184,521	252,130
Code Enforcement	81,285	175,504	157,780	131,578	184,274
Community Development	563,250	707,010	757,066	458,406	793,662
<b>Parks &amp; Facilities</b>					
Civic Center Activities	51,915	56,058	59,588	36,885	55,962
Facility Services	652,720	676,755	747,243	482,096	842,498
Parks & Recreation	575,245	620,303	666,958	468,977	660,528
<b>Finance</b>					
Finance	1,079,083	1,124,192	1,421,224	959,308	1,373,822
Information Technology	374,562	449,597	418,643	265,542	415,531
<b>Fire &amp; Emergency Services</b>	1,690,846	2,491,434	2,583,353	1,863,400	2,514,588
<b>Municipal Court</b>	666,977	744,467	730,375	562,215	748,650
<b>Non-Departmental</b>	3,194,929	1,338,292	826,530	627,263	755,212
<b>Police</b>	3,613,017	3,736,337	4,127,310	2,899,777	4,061,438
<b>Public Works</b>	896,836	723,386	942,650	519,635	804,998
<b>Total Expenditures</b>	<b>15,265,955</b>	<b>14,611,542</b>	<b>15,565,271</b>	<b>10,565,090</b>	<b>15,259,687</b>
Net Revenues less Expenditures	270,192	328,372	(127,478)	1,341,809	871,214
<b>Ending Fund Balance</b>	<b>5,047,799</b>	<b>5,376,171</b>	<b>5,248,693</b>	<b>6,717,980</b>	<b>6,247,385</b>
General Fund Reserves	5,047,799	5,376,171	5,248,693		6,247,385
based on same year actuals/budget	33.1%	36.8%	33.7%		40.9%



# September 2024 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

	2022 thru September	2023 thru September	2024 thru September	2024 - 2023 Variance		% of Budget
Revenues						
Taxes:						
Property	1,440,815	1,559,589	1,605,208	45,619	2.9%	53.5%
Sales & Use	2,525,939	2,675,163	2,714,326	39,162	1.5%	77.0%
City Utility	1,099,807	1,139,767	1,222,524	82,757	7.3%	84.4%
Non-City Utility	949,493	1,004,176	999,619	(4,557)	-0.5%	74.5%
Business & Occupation	792,699	631,363	1,046,773	415,410	65.8%	80.0%
Other	40,985	48,127	65,102	16,976	35.3%	120.7%
Licenses & Permits	244,306	227,433	285,268	57,835	25.4%	96.7%
Intergovernmental Revenue	2,044,685	494,922	700,849	205,926	41.6%	104.7%
Charges for Goods/Services	2,389,704	2,597,402	2,725,161	127,758	4.9%	77.3%
Fines and Penalties	40,746	38,416	51,477	13,061	34.0%	55.6%
Miscellaneous Revenue	172,236	280,334	490,594	210,259	75.0%	371.7%
Transfers In	-	9,766	-	(9,766)		0.0%
Total Revenues	11,741,417	10,706,458	11,906,899	1,200,441	11.2%	77.1%
Expenditures						
City Clerk	178,774	177,733	149,749	(27,984)	-15.7%	57.4%
City Council	61,991	46,267	51,705	5,438	11.8%	68.1%
City Manager						
City Manager	280,625	314,895	322,455	7,561	2.4%	71.6%
Legal	198,787	221,792	258,504	36,712	16.6%	68.9%
Detentions/Corrections-Contrac	256,975	122,442	96,287	(26,155)	-21.4%	19.1%
Human Resources	247,016	240,590	103,375	(137,215)	-57.0%	64.2%
Risk Management	111,576	124,465	123,414	(1,051)	-0.8%	99.2%
Community & Economic Development						
Animal Control	62,546	67,708	184,521	116,813	172.5%	105.8%
Code Enforcement	44,502	130,465	131,578	1,113	0.9%	83.4%
Community Development	396,373	492,164	458,406	(33,758)	-6.9%	60.6%
Parks & Facilities						
Civic Center Activities	37,112	46,220	36,885	(9,335)	-20.2%	61.9%
Facility Services	469,177	491,006	482,096	(8,911)	-1.8%	64.5%
Parks & Recreation	402,652	488,242	468,977	(19,265)	-3.9%	70.3%
Finance						
Finance	742,776	860,061	959,308	99,247	11.5%	67.5%
Information Technology	260,129	284,204	265,542	(18,662)	-6.6%	63.4%
Fire & Emergency Services	1,264,073	1,862,071	1,863,400	1,329	0.1%	72.1%
Municipal Court	504,839	557,666	562,215	4,549	0.8%	77.0%
Non-Departmental	2,194,310	129,916	627,263	497,347	382.8%	75.9%
Police	2,742,998	2,758,613	2,899,777	141,164	5.1%	70.3%
Public Works	664,650	517,180	519,635	2,455	0.5%	55.1%
Total Expenditures	11,121,878	9,933,700	10,565,090	631,390	6.4%	67.9%

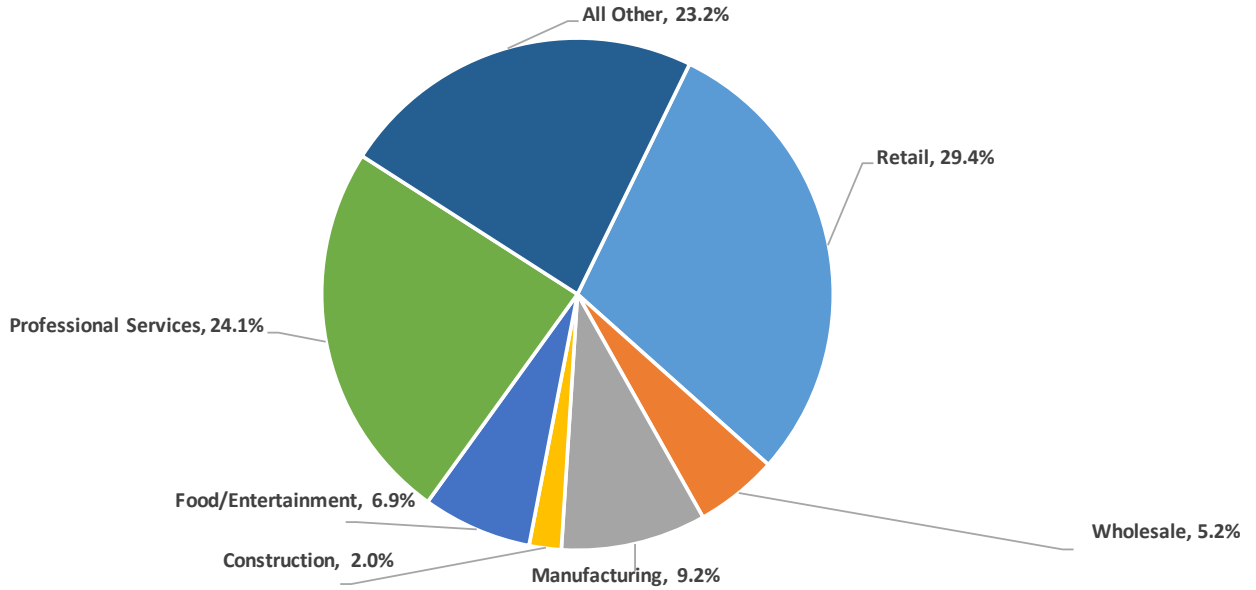
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through September which is 75.0% of the year.

# September 2024 Monthly Financial Report

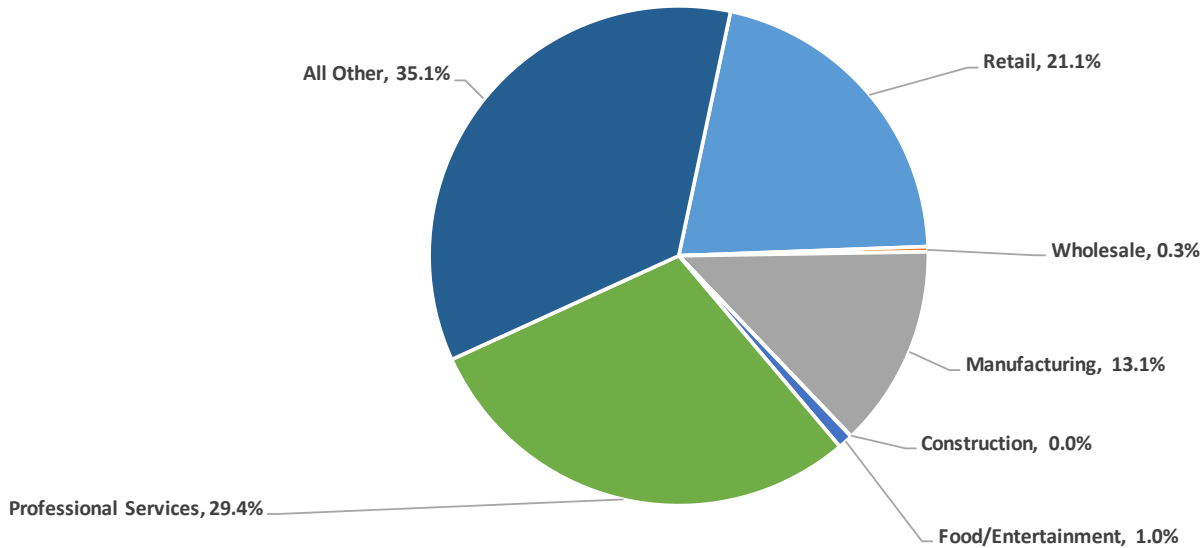
## City of Shelton, Washington

### Sales Tax Breakdown by Type

2024 thru September



September 2024



# September 2024 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

Fund	2024 Beginning Fund Balance	2024 Estimated Revenue	2024 Estimated Expenditure	2024 Estimated Fund Balance	\$ Change	% Change
<b>City-wide Fund Balances</b>						
General Fund	5,376,171	16,130,901	15,259,687	6,247,385	871,214	16.2%
Street Fund	697,708	1,704,415	1,908,374	493,749	(203,959)	-29.2%
Capital Resource Funds						
Real Estate Excise Tax -1	564,950	183,000	102,570	645,380	80,430	14.2%
Real Estate Excise Tax -2	785,498	185,000	90,000	880,498	95,000	12.1%
Transport Benefit District	1,527,227	96,782	732,000	892,009	(635,218)	-41.6%
Traffic Impact Fees	786,725	129,000	-	915,725	129,000	16.4%
General Resources	1,181,350	42,969	-	1,224,319	42,969	3.6%
Tourism Fund	81,739	57,400	81,050	58,089	(23,650)	-28.9%
Bond Fund	7,592	180,100	180,100	7,592	-	0.0%
Capital Improvement Fund	663,979	1,539,572	1,661,706	541,845	(122,134)	-18.4%
Water Fund	2,485,233	3,583,161	4,381,012	1,687,382	(797,851)	-32.1%
Water Capital Fund	1,092,787	2,954,541	2,386,100	1,661,228	568,441	52.0%
Sewer Fund	4,439,434	7,251,823	7,950,561	3,740,696	(698,738)	-15.7%
Sewer Capital Fund	662,153	1,794,000	2,186,860	269,293	(392,860)	-59.3%
Solid Waste Fund	294,543	143,495	153,539	284,498	(10,045)	-3.4%
Storm Drainage Fund	1,278,325	1,712,562	2,075,261	915,626	(362,699)	-28.4%
Storm Drainage Capital Fund	10,854	395,000	125,310	280,544	269,690	2484.7%
Payroll Benefits Fund	220,708	104,915	67,162	258,461	37,753	17.1%
Equipment Rental Fund	411,211	797,455	674,733	533,934	122,723	29.8%
Firefighters Pension Fund	387,414	23,580	59,338	351,656	(35,758)	-9.2%
Library Endowment Fund	128,936	1,600	-	130,536	1,600	1.2%
<b>City-wide Fund Totals</b>	<b>23,084,537</b>	<b>39,011,271</b>	<b>40,075,363</b>	<b>22,020,445</b>	<b>(1,064,092)</b>	<b>-4.6%</b>

### City-Wide FTE by Fund

General Fund	2023 Revised	2024 Budget	Sep 30 Vacancies
City Council	7.00	7.00	-
Municipal Court	4.50	5.03	-
City Clerk*	2.00	1.50	-
City Manager	2.00	2.00	-
Human Resources	2.85	1.00	-
Information Technology	1.15	1.00	-
Finance	7.00	9.50	0.50
Public Works	5.10	4.60	1.00
Police	21.00	21.00	2.00
Community Development	5.85	5.85	-
Parks, Rec & Facilities	8.00	7.00	-
<b>Total General Fund</b>	<b>66.45</b>	<b>65.48</b>	<b>3.50</b>

Other City Funds	2023 Revised	2024 Budget	Sep 30 Vacancies
Street Operating	4.65	4.65	1.00
Water Utility	8.80	8.80	-
Sewer Utility	11.70	11.70	1.80
Storm Drainage Utility	7.60	7.60	0.20
Equip. Maint. & Rental	1.30	1.30	-
<b>Total Other Funds</b>	<b>34.05</b>	<b>34.05</b>	<b>3.00</b>
<b>Total City</b>	<b>100.50</b>	<b>99.53</b>	<b>6.50</b>

# September 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru September	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>General Fund</b>					
Taxes	10,674,781	7,653,551	10,753,517	78,736	0.7%
Licenses & Permits	295,050	285,268	362,733	67,683	22.9%
Intergovernmental Revenue	669,070	700,849	790,204	121,134	18.1%
Charges for Goods/Services	3,527,342	2,725,161	3,640,180	112,838	3.2%
Fines and Penalties	92,550	51,477	60,153	(32,397)	-35.0%
Miscellaneous Revenue	132,000	490,594	524,113	392,113	297.1%
Transfers In	47,000	-	-	(47,000)	-100.0%
<b>Total Revenues</b>	<b>15,437,793</b>	<b>11,906,899</b>	<b>16,130,901</b>	<b>693,108</b>	<b>4.5%</b>
Wages	5,854,052	4,089,743	5,698,669	155,383	2.7%
Benefits	2,369,590	1,592,922	2,123,662	245,928	10.4%
Professional Services	4,664,168	2,888,280	4,711,574	(47,406)	-1.0%
Transfers-Out	818,530	567,726	695,675	122,855	15.0%
Other	1,858,931	1,426,420	2,030,107	(171,176)	-9.2%
<b>Total Expenditures</b>	<b>15,565,271</b>	<b>10,565,090</b>	<b>15,259,687</b>	<b>305,584</b>	<b>2.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(127,478)</b>	<b>1,341,809</b>	<b>871,214</b>	<b>998,692</b>	
<b>Street Fund</b>					
Taxes	675,000	552,069	695,000	20,000	3.0%
Licenses & Permits	10,000	23,876	34,000	24,000	240.0%
Intergovernmental Revenue	199,000	146,447	185,360	(13,640)	-6.9%
Charges for Goods/Services	106,120	81,890	109,190	3,070	2.9%
Miscellaneous Revenue	1,500	28,304	30,865	29,365	1957.6%
Transfers In	790,000	520,000	650,000	(140,000)	-17.7%
<b>Total Revenues</b>	<b>1,781,620</b>	<b>1,352,586</b>	<b>1,704,415</b>	<b>(77,205)</b>	<b>-4.3%</b>
Wages	387,638	325,384	433,850	(46,212)	-11.9%
Benefits	180,622	144,622	193,860	(13,238)	-7.3%
Professional Services	397,440	105,207	308,630	88,810	22.3%
Other	921,058	717,968	972,034	(50,976)	-5.5%
<b>Total Expenditures</b>	<b>1,886,758</b>	<b>1,293,180</b>	<b>1,908,374</b>	<b>(21,616)</b>	<b>-1.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(105,138)</b>	<b>59,406</b>	<b>(203,959)</b>	<b>(98,821)</b>	
<b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b>					
Taxes	52,500	130,128	161,000	108,500	206.7%
Miscellaneous Revenue	-	20,681	22,000	22,000	
<b>Total Revenues</b>	<b>52,500</b>	<b>150,809</b>	<b>183,000</b>	<b>130,500</b>	<b>248.6%</b>
Transfers-Out	102,570	11,237	102,570	-	0.0%
<b>Total Expenditures</b>	<b>102,570</b>	<b>11,237</b>	<b>102,570</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(50,070)</b>	<b>139,572</b>	<b>80,430</b>	<b>130,500</b>	

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

# September 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru September	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b>					
Taxes	52,500	125,660	157,000	104,500	199.0%
Miscellaneous Revenue	-	26,397	28,000	28,000	
<b>Total Revenues</b>	<b>52,500</b>	<b>152,057</b>	<b>185,000</b>	<b>132,500</b>	<b>252.4%</b>
Transfers-Out	90,000	75,000	90,000	-	0.0%
<b>Total Expenditures</b>	<b>90,000</b>	<b>75,000</b>	<b>90,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(37,500)</b>	<b>77,057</b>	<b>95,000</b>	<b>132,500</b>	
<b>Capital Resources -Transportation Benefit District (TBD)</b>					
Miscellaneous Revenue	-	32,457	34,000	34,000	
Transfers In	-	62,782	62,782	62,782	
<b>Total Revenues</b>	<b>-</b>	<b>95,239</b>	<b>96,782</b>	<b>96,782</b>	
Transfers-Out	832,000	632,000	732,000	100,000	12.0%
<b>Total Expenditures</b>	<b>832,000</b>	<b>632,000</b>	<b>732,000</b>	<b>100,000</b>	<b>12.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(832,000)</b>	<b>(536,761)</b>	<b>(635,218)</b>	<b>196,782</b>	
<b>Capital Resources - Traffic Impact Fees (TIF)</b>					
Charges for Goods/Services	80,000	61,258	101,000	21,000	26.3%
Miscellaneous Revenue	-	26,563	28,000	28,000	
<b>Total Revenues</b>	<b>80,000</b>	<b>87,821</b>	<b>129,000</b>	<b>49,000</b>	<b>61.3%</b>
Transfers-Out	-	-	-	-	
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Revenues Less Expenditures</b>	<b>80,000</b>	<b>87,821</b>	<b>129,000</b>	<b>49,000</b>	
<b>Capital Resources - General</b>					
Intergovernmental Revenue	-	-	-	-	
Miscellaneous Revenue	-	40,972	42,969	42,969	
<b>Total Revenues</b>	<b>-</b>	<b>40,972</b>	<b>42,969</b>	<b>42,969</b>	
Transfers-Out	23,000	-	-	23,000	100.0%
<b>Total Expenditures</b>	<b>23,000</b>	<b>-</b>	<b>-</b>	<b>23,000</b>	<b>100.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(23,000)</b>	<b>40,972</b>	<b>42,969</b>	<b>65,969</b>	
<b>Tourism Fund</b>					
Taxes	48,000	45,562	54,000	6,000	12.5%
Miscellaneous Revenue	100	3,318	3,400	3,300	3300.0%
<b>Total Revenues</b>	<b>48,100</b>	<b>48,880</b>	<b>57,400</b>	<b>9,300</b>	<b>19.3%</b>
Professional Services	97,248	51,750	81,050	16,198	16.7%
<b>Total Expenditures</b>	<b>97,248</b>	<b>51,750</b>	<b>81,050</b>	<b>16,198</b>	<b>16.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>(49,148)</b>	<b>(2,870)</b>	<b>(23,650)</b>	<b>25,498</b>	

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



# September 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru September	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Bond Fund</b>					
Taxes	-	-	-	-	
Transfers In	180,100	42,550	180,100	-	0.0%
<b>Total Revenues</b>	<b>180,100</b>	<b>42,550</b>	<b>180,100</b>	<b>-</b>	<b>0.0%</b>
Other	180,100	42,550	180,100	-	0.0%
<b>Total Expenditures</b>	<b>180,100</b>	<b>42,550</b>	<b>180,100</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>-</b>	

<b>Capital Improvement Fund</b>					
Intergovernmental Revenue	1,074,500	699,899	706,115	(368,385)	-34.3%
Charges for Goods/Services	20,000	130,457	130,457	110,457	552.3%
Transfers In	703,000	703,000	703,000	-	0.0%
<b>Total Revenues</b>	<b>1,797,500</b>	<b>1,533,356</b>	<b>1,539,572</b>	<b>(257,928)</b>	<b>-14.3%</b>
Professional Services	-	33,580	44,770	(44,770)	
Other	1,797,500	952,012	1,616,936	180,564	1.3%
<b>Total Expenditures</b>	<b>1,797,500</b>	<b>985,592</b>	<b>1,661,706</b>	<b>135,794</b>	<b>7.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>547,764</b>	<b>(122,134)</b>	<b>(122,134)</b>	

<b>Water Fund</b>					
Charges for Goods/Services	3,206,210	2,640,512	3,453,120	246,910	7.7%
Miscellaneous Revenue	46,100	103,805	130,041	83,941	182.1%
<b>Total Revenues</b>	<b>3,252,310</b>	<b>2,744,317</b>	<b>3,583,161</b>	<b>330,851</b>	<b>10.2%</b>
Wages	741,496	531,939	709,250	32,246	4.3%
Benefits	303,167	227,151	302,860	307	0.1%
Professional Services	251,667	202,790	270,390	(18,723)	-7.4%
Transfers-Out	1,031,000	1,031,000	1,031,000	-	0.0%
Other	2,017,752	1,427,863	2,067,512	(49,760)	-2.5%
<b>Total Expenditures</b>	<b>4,345,082</b>	<b>3,420,743</b>	<b>4,381,012</b>	<b>(35,930)</b>	<b>-0.8%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,092,772)</b>	<b>(676,426)</b>	<b>(797,851)</b>	<b>294,921</b>	

<b>Water Capital Fund</b>					
Intergovernmental Revenue	48,500	1,885,262	1,923,541	1,875,041	3866.1%
Transfers In	1,031,000	1,031,000	1,031,000	-	0.0%
<b>Total Revenues</b>	<b>1,079,500</b>	<b>2,916,262</b>	<b>2,954,541</b>	<b>1,875,041</b>	<b>173.7%</b>
Other	1,079,500	2,112,874	2,386,100	(1,306,600)	-121.0%
<b>Total Expenditures</b>	<b>1,079,500</b>	<b>2,112,874</b>	<b>2,386,100</b>	<b>(1,306,600)</b>	<b>-121.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>803,388</b>	<b>568,441</b>	<b>568,441</b>	

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

# September 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru September	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Sewer Fund</b>					
Charges for Goods/Services	6,757,539	5,396,258	7,016,286	258,747	3.8%
Miscellaneous Revenue	18,000	229,717	235,537	217,537	1208.5%
<b>Total Revenues</b>	<b>6,775,539</b>	<b>5,625,976</b>	<b>7,251,823</b>	<b>476,284</b>	<b>7.0%</b>
Wages	967,051	688,797	918,390	48,661	5.0%
Benefits	437,406	289,025	385,330	52,076	11.9%
Professional Services	422,085	389,545	519,400	(97,315)	-23.1%
Transfers-Out	1,294,000	1,294,000	1,294,000	-	0.0%
Other	4,815,614	3,848,233	4,833,441	(17,827)	-0.4%
<b>Total Expenditures</b>	<b>7,936,156</b>	<b>6,509,601</b>	<b>7,950,561</b>	<b>(14,405)</b>	<b>-0.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,160,617)</b>	<b>(883,626)</b>	<b>(698,738)</b>	<b>461,879</b>	
<b>Sewer Capital Fund</b>					
Intergovernmental Revenue	5,216,500	55,271	500,000	(4,716,500)	-90.4%
Transfers In	1,294,000	1,294,000	1,294,000	-	0.0%
<b>Total Revenues</b>	<b>6,510,500</b>	<b>1,349,271</b>	<b>1,794,000</b>	<b>-</b>	<b>0.0%</b>
Other	6,510,500	148,952	2,186,860	4,323,640	66.4%
<b>Total Expenditures</b>	<b>6,510,500</b>	<b>148,952</b>	<b>2,186,860</b>	<b>4,323,640</b>	<b>66.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>1,200,318</b>	<b>(392,860)</b>	<b>(392,860)</b>	
<b>Solid Waste Fund</b>					
Intergovernmental Revenue	124,500	119,982	122,000	(2,500)	-2.0%
Miscellaneous Revenue	-	20,843	21,495	21,495	
<b>Total Revenues</b>	<b>124,500</b>	<b>140,825</b>	<b>143,495</b>	<b>18,995</b>	<b>15.3%</b>
Professional Services	42,000	24,868	33,160	8,840	21.0%
Other	134,438	120,263	120,379	14,059	10.5%
<b>Total Expenditures</b>	<b>176,438</b>	<b>145,131</b>	<b>153,539</b>	<b>22,899</b>	<b>13.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(51,938)</b>	<b>(4,306)</b>	<b>(10,045)</b>	<b>41,893</b>	
<b>Storm Drainage Fund</b>					
Intergovernmental Revenue	175,000	23,316	23,800	(151,200)	-86.4%
Charges for Goods/Services	1,583,130	1,238,862	1,637,553	54,423	3.4%
Miscellaneous Revenue	500	47,528	51,209	50,709	10141.7%
<b>Total Revenues</b>	<b>1,758,630</b>	<b>1,309,706</b>	<b>1,712,562</b>	<b>(46,068)</b>	<b>-2.6%</b>
Wages	595,164	391,218	532,730	62,434	10.5%
Benefits	256,842	161,128	220,790	36,052	14.0%
Professional Services	123,090	41,898	119,320	3,770	3.1%
Transfers-Out	395,000	395,000	395,000	-	0.0%
Other	784,111	577,804	807,421	(23,310)	-3.0%
<b>Total Expenditures</b>	<b>2,154,207</b>	<b>1,567,047</b>	<b>2,075,261</b>	<b>78,946</b>	<b>3.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>(395,577)</b>	<b>(257,341)</b>	<b>(362,699)</b>	<b>32,878</b>	
<b>Storm Drainage Capital Fund</b>					
Intergovernmental Revenue	-	-	-	-	
Transfers In	395,000	395,000	395,000	-	0.0%
<b>Total Revenues</b>	<b>395,000</b>	<b>395,000</b>	<b>395,000</b>	<b>-</b>	<b>0.0%</b>
Other	395,000	18,984	125,310	269,690	68.3%
<b>Total Expenditures</b>	<b>395,000</b>	<b>18,984</b>	<b>125,310</b>	<b>269,690</b>	<b>68.3%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>376,016</b>	<b>269,690</b>	<b>269,690</b>	

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

# September 2024 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru September	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Payroll Benefits Fund</b>					
Charges for Goods/Services	40,000	37,700	50,270	10,270	25.7%
Miscellaneous Revenue	350	6,730	7,500	7,150	2042.9%
Transfers In	120,000	20,413	47,145	(72,855)	-60.7%
<b>Total Revenues</b>	<b>160,350</b>	<b>64,843</b>	<b>104,915</b>	<b>(55,435)</b>	<b>-34.6%</b>
Benefits	160,350	34,419	67,162	93,188	58.1%
<b>Total Expenditures</b>	<b>160,350</b>	<b>34,419</b>	<b>67,162</b>	<b>93,188</b>	<b>58.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>30,424</b>	<b>37,753</b>	<b>37,753</b>	

<b>Equipment Maint &amp; Rental Fund</b>					
Charges for Goods/Services	578,000	599,397	784,456	206,456	35.7%
Miscellaneous Revenue	5,000	11,725	13,000	8,000	160.0%
<b>Total Revenues</b>	<b>583,000</b>	<b>611,122</b>	<b>797,455</b>	<b>214,455</b>	<b>36.8%</b>
Wages	111,323	85,751	114,330	(3,007)	-2.7%
Benefits	53,852	40,828	54,440	(588)	-1.1%
Professional Services	22,308	897	1,200	21,108	94.6%
Other	384,998	385,936	504,763	(119,765)	-31.1%
<b>Total Expenditures</b>	<b>572,481</b>	<b>513,413</b>	<b>674,733</b>	<b>(102,252)</b>	<b>-17.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>10,519</b>	<b>97,710</b>	<b>122,723</b>	<b>112,204</b>	

#### Equipment Maint & Rental Fund Notes

Patch Truck that was ordered in 2023 not received until 2024

<b>Firefighter's Pension Fund</b>					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	9,000	22,269	23,580	14,580	162.0%
Transfers In	50,000	-	-	(50,000)	-100.0%
<b>Total Revenues</b>	<b>59,100</b>	<b>22,269</b>	<b>23,580</b>	<b>(35,520)</b>	<b>-60.1%</b>
Benefits	80,600	42,317	59,338	21,262	26.4%
<b>Total Expenditures</b>	<b>80,600</b>	<b>42,317</b>	<b>59,338</b>	<b>21,262</b>	<b>26.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>(21,500)</b>	<b>(20,049)</b>	<b>(35,758)</b>	<b>(14,258)</b>	

#### Firefighters Pension Fund Notes

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

<b>Library Endowment Fund</b>					
Miscellaneous Revenue	1,600	1,477	1,600	-	0.0%
<b>Total Revenues</b>	<b>1,600</b>	<b>1,477</b>	<b>1,600</b>	<b>-</b>	<b>0.0%</b>
Transfers-Out	24,000	-	-	24,000	100.0%
<b>Total Expenditures</b>	<b>24,000</b>	<b>-</b>	<b>-</b>	<b>24,000</b>	<b>100.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(22,400)</b>	<b>1,477</b>	<b>1,600</b>	<b>24,000</b>	

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



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

Brief Date: 12 /03 /2024

Shelton Municipal Court

Presented By: Judge Greer & Dyan Smolinsky

**APPROVED FOR COUNCIL PACKET:**

PROGRAM/PROJECT TITLE:  
INNOVATING JUSTICE AWARD

Action Requested:

**ROUTE TO:**

**REVIEWED:**

**ATTACHMENTS:**

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

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Nomination of Judge Greer

Innovating Justice Award Guidelines

Notice of Award

Acceptance of award (Dyan's notes)

Photo of award

☐

Ordinance

☐

Resolution

☐

Motion

☒

None

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The 2024 Innovating Justice Award was awarded to Shelton Municipal Court for the good work being done in the ITC program (Individualized Therapeutic Court). I had nominated Judge Greer for the award, but the BJA felt it wanted to award the ITC program and team as a whole. Shelton Municipal Court is very proud to be one of four courts in WA to receive this award in 2024.

Dyan Smolinsky, Administrator

# **Shelton Municipal Court**

## **Individualized Treatment Court - ITC**

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September 5<sup>th</sup>, 2024

**Re: The 2024 Innovating Justice Award Nomination**

Dear Board for Judicial Administration,

It is my pleasure to nominate Judge Stephen D. Greer for this year's Innovating Justice Award based on the work he has done to implement and maintain a superior and highly effective Therapeutic Court within Shelton Municipal Court since 2022. He began this journey toward a therapeutic court that would include individuals who do not speak English in 2021 with the first hearings beginning in Spring of 2022. As of this date, we have had seventeen graduates and zero subsequent criminal offense convictions of these individuals. There was a need for this type of program in Mason County that would not ignore a population of people who may not speak the English language, but who are members of this community and live here with their families. Until this program was developed by Judge Greer, the Hispanic community of this County did not have the same opportunity as others to attend a program such as this. The Shelton Municipal Court Individualized Therapeutic Court has at times had sessions held in five different languages with the assistance of several interpreters. Judge Greer has provided exceptional leadership and meets the nomination requirements as listed in the selection guidelines.

**Nominee Name: Stephen D. Greer, Judge**

**Nominee's Court: Shelton Municipal**

**Nominee's Contact information: (360) 968-9834 525 W Cota Street Shelton WA 98584**

### **Nomination and Selection Information:**

1. Judge Greer has promoted race equity and access to justice for many in the Hispanic community of Shelton. The Shelton and Mason County area has a large community of people who originated from Mexico, Guatemala, El Salvador, Nicaragua, Honduras, and other Central American countries. Making sure that these individuals are afforded the same opportunities as others to participate in programs that may allow them a reduction in their charge, or a dismissal is a priority for Judge Greer. He feels strongly that their country of origin, or the language someone may speak should not prohibit them from participating in and receiving the benefits of the ITC program.

2. Judge Greer has provided exceptional leadership and has always gone above and beyond what was expected in our Therapeutic Court program. He encourages the participants to become the best community member, family member, and employee that they can be for a stronger healthier and rewarding life. Judge Greer developed this program with the whole person in mind incorporating mental health care, alcohol/drug counseling, and domestic violence treatment to fit whatever area the individual needs assistance with. He often shops on his own time for decorations to brighten up the courtroom during a participant's graduation, and purchases frames for their graduation certificates to present to them in Spanish and also one in English. He has turned the graduation ceremony into a celebratory event to include all of the participants present. The graduating participants will often draw a poster in color showing the way their lives have changed for the better after going through this program and achieving a successful completion. Judge Greer is very proud to show the artwork off to anyone interested.
3. Judge Greer has been involved in innovative community driven responses to this ITC program both locally and at the State level. He has presented this unique ITC program information to the local City Council, AOC, Olympic College, and Washington State representatives, all who have offered their continued support for the future of the program.
4. The support and responses of the above groups have been crucial to the continued success of the Municipal Court's ITC program ensuring equal justice to all individuals who come through this system. Without the assistance of AOC and OPD grant funds to support this program we would not have the funds to continue. Our court's needs are continually being met with the help of local and state government entities aware of what this program does for our community. When we needed a monitor on our lobby wall to give information in English and Spanish, or expansion of legal aid from the public defenders to appear with individuals in the treatment court hearings we were granted funds to assist us. The adoption of online platforms for remote hearings and other technological advancements that modernize the court system have also been developed to assist people in appearing for their hearings when they can't physically be present. Judge Greer has received immense support for the Individualized Treatment Court he implemented in Shelton Municipal Court, and his staff would like to thank him for his dedication and nominate him for this very special award.

Thank you all for your time and consideration.

Dyan Smolinsky, Court Administrator and the entire support staff of Shelton Municipal Court  
525 W Cota Street Shelton, WA 98584 (360) 426-9772 opt 1



# **Innovating Justice Award**

## **Nomination and Selection Guidelines**

The **Innovating Justice Award** recognizes an individual or group for providing exceptional leadership in helping courts across Washington State deliver innovative and responsive justice using a race equity lens.

### **Criteria for nomination**

1. Nominations may be individuals or groups who have provided leadership in the court.
2. Nominees should have demonstrated leadership in delivering justice on a local, statewide, or tribal basis by going above and beyond in developing and/or implementing court system responses.

### **Selection of nominees**

The selection committee is a diverse group representing various courts and organizations across Washington and assigned by the Board for Judicial Administration (BJA). The selection committee may use various criteria to determine the award recipients including that the nominee made significant contributions to the court community in the following areas:

- Promoted race equity and access to justice;
- Provided exceptional leadership and went above and beyond what is expected;
- Applied innovative and community-driven court system responses;
- Extent to which the court system responses significantly impacted and resolved critical court system needs.

The selection committee will accept nominations on an ongoing basis. The committee expects to recognize individuals or groups at the October BJA meeting each year. Nominations should be received by September 9, 2024.

November 8<sup>th</sup>, 2024

Dear Dyan Smolinsky,

On behalf of the BJA chairs, Chief Justice Steve González and Judge Alicia Burton, thank you for submitting the wonderful Innovating Justice Award nomination for the Shelton Municipal Court-Individual Treatment Court.

We are pleased to inform you that your nomination has been selected and that the committee would like to honor the individuals who assisted with the program at the upcoming BJA Zoom Meeting on November 15, 2024 at 9:00 after the welcome.

## **Acceptance of Innovating Justice award 11/15/2024**

Our ITC Program started by Judge Stephen Greer in early 2022. It is a program that addresses mental health, substance use, Domestic Violence, and anger management issues.

Judge Greer had a vision...A vision of creating a specialized multi-layered treatment program for defendants in our court. One that is inclusive and gives equal access to defendants no matter what language they speak.

If an individual in our court is a good fit for our ITC program, it only matters that they want to learn how to improve their lives, that they will accept the challenges of this program, and that they want to succeed and follow through.

This program could not work as well as it does without our team of professionals dedicated to the work at hand:

- Judge Greer with his innovative ideas.....always encouraging us to embrace change and motivating us to keep moving forward
- We are lucky to have the retired Judge of Bremerton Municipal Court, James Docter as our Therapeutic Court Facilitator
- We have the public defense attorneys from Sound Defenders and the City's Prosecutors from Gunderson Law as part of the team
- All of the interpreters we work with are greatly appreciated and are an intricate part of the program
- Marie at Mason County Probation is a huge help in working together with the team members to track compliance and enroll defendants into MRT

- Locally, the counselors at Consejo Counseling are very experienced and provide the excellent counseling services needed for our program
- We thank our Shelton Municipal Court Clerks who do all of the scheduling and file preparation for the ITC program as well as our Community Service Supervisor who takes the crews out to do the work in our community.

Thank you all once again for recognizing Judge Greer, Shelton Municipal Court, and the entire ITC team for this prestigious award

Dyan Smolinsky  
Court Administrator  
Shelton Municipal Court





# WASHINGTON COURTS

## Innovating Justice Award

*In recognition of  
providing exceptional  
leadership to the  
judiciary*





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

Touch Date: **11/15/2024**  
Brief Date: **12/03/2024**  
Action Date: **12/17/2024**

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
**2025 Legislative Agenda**

☐ Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

- **Resolution No. 1353-1024**

- **AWC 2025 Legislative Priorities**

☒ Resolution

☒ Motion

☐ Other

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

As part of the City of Shelton's efforts to influence, affect, and guide the passage of legislation in the Washington State Legislature by identifying legislative priorities to provide input to state legislators, the attached 2025 Legislative Agenda delineates the position of the City of Shelton on the capital funding requests and general policy issues stated therein.

It has been determined that the capital requests in the proposed 2025 Legislative Agenda could feasibly be funded through earmarks in the state capital or transportation budgets. Upon approval, city staff will submit corresponding appropriation requests to members of the 35<sup>th</sup> Legislative District for consideration of sponsorship.

Any post-approval legislative priorities may be considered and pursued throughout the duration of the 2025 Washington Legislative Session.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

"I move to forward Resolution No.1353-1024 to the action agenda of the December 17, 2024 Council meeting."



## **RESOLUTION NO. 1353-1024**

### **A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON ESTABLISHING THE 2025 LEGISLATIVE AGENDA**

**WHEREAS**, the City of Shelton is classified as a non-charter code city under Title 35A of the Revised Code of Washington (RCW); and

**WHEREAS**, section 35A.11.020 of the RCW provides in pertinent part that “[t]he legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law;” and

**WHEREAS**, it is part of the normal and regular conduct of the City of Shelton to identify its legislative priorities to provide input to state legislators; and

**WHEREAS**, efforts of representation on behalf of the City of Shelton to influence, effect, or guide the passage of legislation in the Washington State Legislature are enhanced by a comprehensive package of proposals that have been officially adopted by the City Council;

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, that the attached City of Shelton 2025 Legislative Agenda delineates the position of the City of Shelton on the capital funding requests and general policy issues stated therein.

Any additional legislative priorities may be considered.

**INTRODUCED** on the 3<sup>rd</sup> of December 2024 and **PASSED** by the City Council of the City of Shelton on this 17<sup>th</sup> day of December 2024.

ATTEST:

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Mayor Eric Onisko

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City Clerk Nault



## 2025 LEGISLATIVE AGENDA

### PRIORITY REQUESTS

Potential member requests for funding through earmarks in the state capital or transportation budgets.

#### **Mountainview Pressure Zone Reservoir #2** **\$4,000,000**

- Serve water to 2,000 proposed homes in the north portion of the community and improve fire flows.
- A new 1.25-1.50 MG (+) elevated reservoir will be constructed next to the existing reservoir.
- \$8.5 million total cost; balance to be sourced from State Water Revolving Loan Fund and Developer Connection Charges.
- Other potential funding sources: Potential Public Works Trust Fund, Loans, City Water Fund

#### **Multimodal Path** **\$3,000,000**

- Construct a 1.5-mile multimodal path through the City from Kneeland Park to Highway 101 utilizing the old Simpson Timber Railroad right-of-way; and,
- Construct a 1.0-mile multimodal path through the City from Kneeland Park to the Shelton Marina using City rights-of-way.
- Funding will provide for a paved 14-foot-wide path with seating, lighting, and amenities.
- Will provide non-motorized transportation alternatives for all ages, provide safe route to school for children, promote tourism, and encourage positive health outcomes.
- Design already underway using a previous state allocation and WSDOT SWCC funds; construction money will be required.
- Partners: Shelton Municipal Parks District, Shelton Creative District, Shelton School District, WSDOT
- Other funding sources: Potential Safe Routes to School Grant, TBD/TIF monies

#### **Wallace Kneeland & 13<sup>th</sup> Roundabout** **\$2,550,000**

- Current traffic volumes warrant improvements/intersection reconfiguration at 13<sup>th</sup> & Wallace Kneeland to prepare for substantial and increased growth on the north side of the city.
- \$4.7 million total cost; \$500k in City Impact Fees, \$1m 2024 Legislative Grant, \$650k 2019 Legislative grants already applied to project.
- Other funding sources: Potential Safe Routes to School Grant, TBD/TIF monies

#### **Homeless Mitigation Site** **\$2,000,000**

- It is imperative for the City to begin addressing the homelessness crisis within the Shelton corporate limits, and in the surrounding community. Construction of a mitigation site to house the homeless population, and potential future supportive services including addiction and mental health counseling services.
- Partners: Local non-profit groups.
- Other funding sources: Staff time. Potential land donation.

## OTHER CAPITAL FUNDING REQUESTS

### COMMUNITY & ECONOMIC DEVELOPMENT

Affordable Housing	TBD
Redevelopment of Derelict Properties	TBD

### INFRASTRUCTURE

Other Wallace Kneeland Boulevard Improvements	\$4,500,000
Angleside Pressure Zone Reservoir #2	\$4,000,000
Satellite Wastewater Treatment Plant Upgrades	\$17,200,000
New Municipal Well #5	\$1,500,000
Johns Prairie Sewer Extension and Regional Lift Station	\$8,000,000

## GENERAL POLICY ISSUES

### Transportation Benefit District

Allow for continuation of transportation benefit districts beyond the ten-year limitation.

### Public Works Infrastructure Funding

Support efforts to maintain long-term funding sources for public works infrastructure projects.

### Local Control

Oppose unfunded and under-funded mandates while supporting local control over regulatory policy initiatives.

### Association of Washington Cities Legislative Program

The City of Shelton will support the Association of Washington Cities in advancing legislation in the following areas:

- *See AWC's 2025 Legislative Priorities – attached*

## 2025 AWC legislative agenda

The following items are the official 2025 City Legislative Priorities as adopted by the AWC Board.

### 2025 City Legislative Priorities

#### Fiscal sustainability

- Revise the property tax cap to tie it to inflation, up to 3%, so that local elected officials can adjust the local property tax rate to better serve their communities.

#### Public safety

- Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity and state correctional capacity.
- Enhance officer training through continued state funding of 100% of Basic Law Enforcement Academy (BLEA) costs; and expansion of existing regional academies and establishing new regional academies; and replacement the outdated Criminal Justice Training Center (CJTC) main facility.
- Increase funding to meet local public safety needs including additional direct state funding opportunities and enhancing the existing local public safety sales tax and allowing for councilmanic implementation.
- Support creation of programs designed to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.
- Support efforts to reduce gun violence including additional local options for regulation of firearms in certain public spaces. Support strengthening prosecutors' ability to enforce unlawful possession of firearms.

#### Infrastructure investment

- Advocate for direct and meaningful investments in traditional local infrastructure (such as drinking water, wastewater, and stormwater systems) for operations and maintenance of aging systems, including expanded and reliable funding for the Public Works Assistance Account.
- Support sustainable state transportation revenue that provides funding for local preservation, maintenance, and operations including direct

distributions to cities and town in addition to grant opportunities.

- Develop new fiscal tools to build infrastructure to support housing development and growth including increased funding for the Connecting Housing and Infrastructure Program (CHIP).
- Expand cities' ability and flexibility to use REET for additional capital needs including maintenance as well as to support affordable housing. Pursue other flexibility options including additional REET authority, harmonizing REET 1 & 2, and the ability to set a progressive rate model similar to the one the state has adopted.

#### Increasing housing supply

- Support Real Estate Transfer Tax dedicated to funding affordable housing.
- Explore new funding options for needs along the housing continuum, including home ownership and senior housing
- Explore dedication of existing revenues to housing purposes including insuring that funding is available for small and medium-sized cities and towns in both eastern and western Washington.

#### Increase behavioral health treatment capacity statewide

- Expand funding for grants to establish and support ongoing funding for local behavioral health crisis co-responder programs. Support additional training and certification and workforce development for co-responders.
- Seek increased investments in community behavioral health treatment funding – both capital start-up and operational expenses; support expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient; support continued expansion of forensic behavioral health treatment capacity; support additional mental health support for students
- Support efforts to increase behavioral health workforce, including additional training opportunities for co-responders.

## Issues that are significant to cities

### Indigent defense

- The State Supreme Court is considering new reduced case load standards for indigent defense. Cities support a separate and more detailed analysis of the current state of indigent defense for misdemeanor cases to determine what changes in the standard are warranted. Cities also seek enhanced state funding for indigent defense, and workforce development for prosecutors and public defenders.

### Organized retail theft

- Support additional prosecutorial and law enforcement resources to address retail theft.

### Incentivize condominium construction

- Work with coalition to support further progress in the development of condominiums. Seek a study of liability issues to develop recommendations to address barriers to construction of new condominiums.

### Public records

- Continue to pursue updates to the Public Records Act (PRA) to reduce the impacts of vexation litigation and vexatious requestors.

### Preserve manufactured home parks

- Advocate for more funding to support tenant acquisition of manufacture home parks including extending the existing 70-day purchase window.
- Expand CHIP program to cover septic conversions in parks.

### Fish passage

- Support inclusion of local fish barrier correction investments in any state transportation investments.
- Support full funding of Brian Abbott Fish Barrier Board list.

### Homelessness response

- Support encampment resolution work in cities and private lands. Advocate for increased state funding for encampment removal on local right of ways.
- Support increased state investment in emergency and transitional housing.

### Product stewardship for packaging (WRAP Act)

- Support proposals to establish a product stewardship framework for packaging to reduce the impact on local solid waste programs.

### Reduce city liability exposure

- Protect against liability expansion and new policies that would drive additional claims and litigation increasing costs especially in the area of law enforcement and public safety, and human resources.
- Explore tort reforms that would reduce liability and related costs for cities particularly in the area of traffic related claims.

### Nutrient General Permit

- Continue effort to gain state support for investments to update Marine Dissolved Oxygen Criteria last set in 1967.

### Increase availability of affordable and accessible childcare

- Support efforts to increase affordable childcare access statewide, including reducing barriers for providers; construction of new facilities, increasing workforce development, increasing access for state subsidized childcare slots, and efforts to increase childcare availability in rural areas.



## Issues that cities support

### Tax code structural changes

- Support efforts to review and revise both state and local tax structures such that they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority and should allow cities revenue flexibility to address their community's needs.

### Therapeutic courts, community courts, diversion programs

- Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for municipal therapeutic courts, community courts, and diversion programs.

### B&O tax on royalties

- Support clarification of how to apply B&O taxes to business revenue related to royalties.

### Asylum seeker and migrant assistance

- Advocate for support for additional assistance for arriving migrants and asylum seekers including centralize state efforts to provide case management resources. Support efforts to reduce impacts on cities that are experiencing high-numbers of unsupported asylee and migrant arrivals.

### Balancing employee leave and benefits requirements

- Seek opportunities to balance costs and reduce unintended impacts on employers from expansion of leave laws and other proposed employee benefit enhancements.

### Public meetings

- Explore Open Public Meeting Act (OPMA) updates to help address the trend of increasing disruptive activities and hate speech during public meetings.

### Emergency management and response

- Expand support to cities for prevention, planning, response, and recovery for wildfire and other natural disasters.
- Provide 100% reimbursement to cities that provide firefighting support for state wildland fire deployments. Currently, the state only provides 70-75% reimbursement which disincentivizes city fire service participation.

### First responder mental wellness

- Support efforts to increase programs to improve first responder mental well-being and evaluate current approach to workers compensation claims to focus on prevention and return to work options and reduction of PTSD claims. Evaluate the process for responding to PTSD claims to improve outcomes.

### Elections

- Support policies that preserve community decision-making and input regarding how local elections are administered.

### Increase digital equity and accessibility statewide

- Advocate for statewide funding that supports affordable connectivity.
- Support policies that increase digital literacy and adoption.

### Electrical grid stability

- Support policies that enhance stability and productivity of the electrical grid as electrification of transportation and other arenas increases demand.

### Increase tools for annexation

- Create new financial incentives to encourage municipal annexations

### Ensure better coordination of development standards in unincorporated UGAs and cities to facilitate future annexations

- Require county to apply city development standards in unincorporated UGA to facilitate future annexations.

### Amend the Involuntary Treatment Act (ITA)

- Explore efforts to reform the Involuntary Treatment Act to allow for expanded use of ITA holds for individuals who consistently refuse necessary treatment.

### Firefighter safety and electrification response

- The increase in electrification including electric vehicles (EV) and electric storage systems (ESS) as created new challenges for the fire service. Support efforts to provided new and increased training on best practices for responding to EV and ESS fires.

### State Crime Lab

- Increase resources for the state crime lab to ensure timely processing of evidence.



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

Touch Date: **11/15/2024**  
Brief Date: **12/03/2024**  
Action Date: **12/17/2024**

Department: **Finance**  
Presented By: **Mike Githens**

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

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

#### REVIEWED:

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#### PROGRAM/PROJECT TITLE:

**Enterprise Fleet Management  
Agreements**

#### ATTACHMENTS:

- **Resolution No. 1355-1124**
- **Master Equity Lease Agreement**
- **Agreement to Sell Fleet Managed Vehicles**
- **Agreement to Maintain Current Vehicles**
- **Agreement for Consignment Auction of City Owned Vehicles**
- **Agreement for New Vehicle Maintenance**

#### Action Requested:

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

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

The City of Shelton has been studying the concept of moving the City's light duty fleet to a leasing program through Enterprise Fleet Management for almost two years. There are some unique benefits of the leasing program that can serve to save the City in resources; both budget and personnel.

The City's current model of vehicle replacement has been to buy a vehicle through Washington State Contract, operate the vehicle for its life, and either perform maintenance internally or in the case of police vehicles, send the vehicles out for maintenance, and then sell the vehicle through the State Department of Enterprise Services when a replacement vehicle is purchased. In many cases, the *average* life cycle of city vehicles has been approximately 14 years.

The average life cycle of a leased vehicle in the Enterprise Fleet program is four years. The lease program offered by Enterprise Fleet Management is an Open-End Lease, not a Closed End Lease. A Closed End Lease is what you typically think of when leasing a vehicle as a personal consumer and it comes with mileage restrictions, set terms, charges for wear and tear, and no equity gained. An Open-End Lease, however, is structured just as if the vehicle was purchased and includes no set terms, no mileage restrictions, no wear and tear charges, and the City would get the equity when the vehicle is sold.

The Contract and other Agreement documents are included with this briefing, all of which have been reviewed by the City Attorney. There is no term to the Agreement, meaning the City could cancel and go back to a purchase and retain the vehicle for a number of years model, as we have done in the past, of acquiring its vehicles.

The current Enterprise Fleet program does not support heavy duty or specialized vehicles at this time. Those vehicles will remain under the current manner the City acquires those types of vehicles. Many of these vehicles are purchased through the City's Equipment Maintenance and Rental Fund (EM&R).

Enterprise Fleet Management participated in a rigorous Request for Proposal (RFP) process with Sourcwell. Their program was identified as the best value. City staff have also talked with local jurisdictions, including

Mason County, who use Enterprise Fleet Management, and we received positive feedback from all.

Additional advantages and benefits of the Enterprise Fleet Management model:

1. Enterprise Fleet Management is one of the largest buyers of vehicles in the country. This will leverage their purchasing power and their priority when ordering vehicles. This provides the City with certainty that we will receive our vehicles in a timely manner and on schedule. Over the past four years we have had delayed purchases due to supply chain and vehicle shortages.
2. One of City Council's Strategic Goals is to "manage full lifecycle of community assets". Having a current, well-kept fleet of vehicles is an investment in the community's assets and projects a positive public image of the City with newer, maintained vehicles.
3. Newer vehicles are inherently safer. They come with improved safety aspects that not only helps with risk management but also with employee safety.
4. Having a newer fleet of vehicles lends itself to increased employee satisfaction to promote increased moral and relieve some minor daily frustration that older vehicles can cause.
5. We anticipate a decrease in vehicle maintenance and fuel costs as we replace older vehicles, particularly Police vehicles, that require expensive outside maintenance.
6. The Enterprise model saves the City Staff time when it comes to the ordering process, and disposal of vehicles process.

ANALYSIS/OPTIONS/ALTERNATIVES:

The current City model can be continued where vehicles are purchased on State Contract as budget is available and the lifespan of the vehicles will continue to remain high and likely increase. Older vehicles tend to require and incur higher maintenance costs as well.

BUDGET/FISCAL INFORMATION:

The 2025 budget was developed with the lease concept included.

PUBLIC INFORMATION REQUIREMENTS:

Additional information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move to forward Resolution No.1355-1124 to the action agenda of the December 17, 2024 Council meeting for further consideration."

**RESOLUTION NO. 1355-1124**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO SIGN CONTRACTS WITH ENTERPRISE FLEET MANAGEMENT**

**WHEREAS**, City management has determined that it is it is the most cost-efficient solution to lease certain city vehicles from a private party in lieu of purchasing them; and

**WHEREAS**, City management has determined that it is the most cost-efficient solution to contract with a private party to sell surplus city vehicles on consignment, rather than selling them directly; and

**WHEREAS**, Enterprise Fleet Services is willing to provide the above-described services at a reasonable cost.

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

The City Manager is authorized to execute the Master Equity Lease Agreement, Maintenance Agreement, Assignment Agreement to Sell Customer Vehicles, and Consignment Auction Agreement for Sale of Customer Owned Vehicles with Enterprise Fleet Services.

**INTRODUCED** on the 3<sup>rd</sup> of December 2024 and **PASSED** by the City Council at its regular meeting on the 17<sup>th</sup> of December 2024.

ATTEST:

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

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



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subdivider, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any



expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

#### 9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_



of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Shelton

Signature: \_\_\_\_\_

By: \_\_\_\_\_

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

Address: 525 W Cota St  
Shelton, WA 98584

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

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: Brock Griffith

Title: Finance Manager

Address: 500 Naches Ave SW  
STE 300  
Renton, WA 98057

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

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

**AGREEMENT TO SELL CUSTOMER VEHICLES**

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Shelton (hereinafter referred to as "CUSTOMER"), on the other hand on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

**RECITALS**

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

**TERMS AND CONDITIONS**

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$\_\_\_\_\_ or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited to, Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.



6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.



18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: \_\_\_\_\_

Printed Name: **Brock Griffith**

Title: **Finance Manager**

Date Signed: \_\_\_\_\_, \_\_\_\_\_

"CUSTOMER"

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

#### Schedule 1

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/ Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
Enterprise RAC Company of Cincinnati, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Rent-A-Car Company of Rhode Island, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company- Southeast, LLC  
Enterprise Leasing Company- West, LLC  
Enterprise Leasing Company- South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company of KY, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC



## MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and \_\_\_\_\_ (the "Company").

**1. ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

**4. RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

**5. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM \_\_\_\_\_ Company \_\_\_\_\_



**7. NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

**8. FEES:** EFM will charge the Company for the service under this Agreement \$6 per month per Card.

**9. MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: City of Shelton

Signature: \_\_\_\_\_

By: \_\_\_\_\_

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

Address: 525 W Cota St  
Shelton, WA 98584  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

By: Brock GRiffith

Title: Finance Manager

Address: 500 N Aches Ave SW  
STE 300  
Renton, WA 98057

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Company \_\_\_\_\_

### **CONSIGNMENT AUCTION AGREEMENT**

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Shelton (hereinafter referred to as "CUSTOMER") on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

### **RECITALS**

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Municipal Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400 ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.



8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: \_\_\_\_\_

Printed Name: Brock Griffith

Title: Finance Manager

Date Signed: \_\_\_\_\_, \_\_\_\_\_

"CUSTOMER"

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_





## FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and \_\_\_\_\_ ("Lessee").

### WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

**5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM \_\_\_\_\_ Lessee \_\_\_\_\_



**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: City of Shelton

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: Brock Griffith

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

Title: Finance Manager

Address: 525 W Cota St  
Shelton, WA 98584

Address: 500 Naches Ave SW  
STE 300  
Renton, WA 98057

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

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

Initials: EFM \_\_\_\_\_ Lessee \_\_\_\_\_



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G1)

Touch Date: 10/16/2024  
Brief Date: 12/03/2024  
Action Date: 12/17/2024

Department: Finance  
Presented By: Mike Githens

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
**2024 Supplemental Budget**

☒

Ordinance

☐ Dept. Head

☒ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

**Ordinance No. 2026-1024**  
**Exhibit A**  
**Exhibit B**

☐

Resolution

☒

Motion

☐

Other

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

The City Council, through Ordinance, sets the expenditure authority for each fund of the City. Budget authority can only be increased from their adopted levels by the approval of a supplemental budget Ordinance. The City Council passed Ordinance No. 2013-0923, adopting the City's 2024 budget on November 19<sup>th</sup>, 2023.

The City prepares budgets for projects and certain purchases to occur through transfers from operating budgets to capital fund budgets. These projects sometimes change from the time the original budget was introduced. Many of the items in this supplemental budget are cleaning up the projects and transfers for purchases and projects.

This supplemental Ordinance will change the following funds:

- Sewer Fund and Sewer Capital Fund: Give budget authority to cover expenses, de-obligate budget for projects not happening and recognize additional funding in some cases.
- Storm Fund and Storm Capital Fund: Transfer from Storm Fund to Storm Capital for the installation of the storm infrastructure of the Capital Hill paving project.
- Water Capital Fund: Adding budget authority for the Angleside Reservoir capacity upgrades with funding provided through a State Commerce Grant and deobligating the budget for the reservoir vent replacements because it was determined it is operations not capital.
- Capital Resources TBD: Providing funding for the Downtown Street Tree & Sidewalk project and additional funding for the Capital Hill paving project.
- Capital Improvement Fund: This is the fund where the spending will occur for the Downtown Street Tree & Sidewalk project, Capitol Hill paving project, applying the City's remainder of ARPA funds towards the purchase of the police vehicle and give budget authority for the Cross Town Trail with the funding coming from SMPD. The SMPD budget included the budget item, but it was not included on the City's side for the Capital Improvement Fund.
- Capital Resources General: A transfer out of the remainder of ARPA funds to the Capital Improvement Fund and apply to the purchase of the new police vehicle.

- General Fund: Recognize additional expenses in the Police Department for the Designated Crisis Responder, donation monies received for the first-year payment of the Flock camera system, and recognizing the State Grant for Office of Public Defense.
- Equipment, Maintenance and Replacement Fund: Additional budget authority for 2024 is needed because the patch truck unit was budgeted in 2023 but did not arrive until 2024 when it was paid for.

The supplemental requests are included in detail in Exhibits A and B.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

The supplemental budget will allow the City to have additional budget authority, remove funding for projects that are not happening and add funding for projects that require additional revenue.

**BUDGET/FISCAL INFORMATION:**

The overall fiscal impact is minimal. This supplemental largely serves to clean up projects and the accounting for them in the various funds.

**PUBLIC INFORMATION REQUIREMENTS:**

Information can be obtained from the City Clerk.

**STAFF RECOMMENDATION/MOTION:**

"I move that we forward Ordinance No. 2026-1024 to the December 17<sup>h</sup> City Council meeting for further consideration".



## ORDINANCE NO. 2026-1024

### AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING THE ANNUAL BUDGET FOR THE YEAR ENDING DECEMBER 31, 2024

WHEREAS, the Shelton City Council adopted the 2024 budget pursuant to Ordinance No.2013-0923; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 2013-0923 adopted budget; and

WHEREAS, certain revisions to the 2024 budget are now necessary and the City Council finds that the proposed adjustments to the 2024 Adopted Budget are justified;

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

#### Section 1.

The adjustments as provided in this Ordinance to amend the 2024 Annual Budget of the City of Shelton, Washington, are hereby adopted. In summary form, the appropriation adjustments for each separate fund and the aggregate totals for all such funds combined are presented in the table below. Exhibit A and B, attached to this Ordinance, provides additional information on the adjustments.

Fund	2024 Adopted Budget	2024 Adjustment	2024 Revised Budget
General Fund	\$ 15,565,271	\$ 180,709	\$ 15,745,980
Street Fund	1,886,758		1,886,758
Capital Resource Funds			
Real Estate Excise Tax -1	102,570		102,570
Real Estate Excise Tax -2	90,000		90,000
Transportation Benefit District	832,000	290,000	1,122,000
Traffic Impact Fees	-		-
General Resources	23,000	38,492	61,492
Tourism Fund	97,248		97,248
Bond Fund	180,100		180,100
Capital Improvement Fund	1,797,500	428,492	2,225,992
Water Fund	4,345,082		4,345,082
Sewer Fund	7,936,156	(317,000)	7,619,156
Solid Waste Fund	176,438		176,438
Storm Drainage Fund	2,154,207	45,000	2,199,207
Water Capital Fund	1,079,500	1,700,000	2,779,500
Sewer Capital Fund	6,510,500	(1,683,000)	4,827,500
Storm Drainage Capital Fund	395,000	(5,000)	390,000
Payroll Benefits Fund	160,350		160,350
Equipment Rental Fund	572,481	148,450	720,931
Firefighters's Pension Fund	80,600		80,600
Library Endowment Fund	24,000		24,000
<b>Total Expenditures</b>	<b>\$ 44,008,761</b>	<b>\$ 826,143</b>	<b>\$ 44,834,904</b>

**Section 2.**

**This ordinance shall take effect five days after its approval and publication as required by law.**

INTRODUCED the 3<sup>rd</sup> day of December 2024.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 17<sup>th</sup> day of December 2024.

Passed this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

AUTHENTICATED:

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

**Exhibit A**  
City of Shelton  
Ordinance No. 2026-1024

**General Fund** **\$180,709**

Allocating budget authority for expenditures of programs and purchases that came about after the adoption of the 2024 budget. This includes;

\$100,000 for the Police Designated Crisis Responder which is a reimbursement through agreement with Thurston-Mason Behavioral Health.

\$39,000 for the Public Defender expense offset in part by a Grant from Washington State Office of Public Defense.

\$41,709 for the expense of the Flock camera system, which is partially offset by a donation.

**Capital Resources TBD** **\$290,000**

Transfer of \$230,000 to Capital Resources General for the downtown sidewalk repair and street tree removal project and \$60,000 in additional funding for the Capitol Hill paving project.

**Capital Resources General** **\$38,492**

Transfer \$38,492 of ARPA Funds to the Capital Improvement Fund to be applied towards the purchase of a police vehicle.

**Capital Improvement Fund** **\$428,492**

The Shelton Metropolitan Parks District budget was adopted with \$100,000 to be used towards the “Simpson Railroad design and construction” but the dollars were not budgeted in the Capital Improvement Fund, where the expenditures will happen.

\$230,000 of TBD resources to be used for the downtown sidewalk repair and street tree removal.

\$60,000 of TBD resources to be used for additional costs for the Capitol Hill paving project.

Allocating the City’s remaining ARPA (American Rescue Plan Act) funds towards the 2024 purchase of a police vehicle.

**Sewer Fund** **(\$317,000)**

De-obligating \$400,000 budget for the sewer extension project from Shelton Springs Road to the Port of Shelton.

\$83,000 of additional budget authority required due to the dryer not operating and the associated costs related to this.

**Storm Fund** **\$45,000**

A transfer to Storm Capital in the amount of \$45,000 for additional budget authority that is needed for the Capitol Hill paving project related to the storm drainage system.

**Sewer Capital Fund** **(\$1,683,000)**

Budget authority in the amount of \$125,000 for the Membrane Headworks expenditures that are part of the Mason County .09 Funds award.

De-obligating \$1,808,000 in anticipated funding and associated expenditures related to Sewer Capital for the sewer extension project from Shelton Springs Road to the Port of Shelton.

**Storm Capital Fund** **(\$5,000)**

Budget authority in the amount of \$45,000 for the storm system related work in the Capital Hill paving project. De-obligating \$50,000 for a Mid-sized SUV that is not being purchased and was budgeted to be purchased in 2024.

**Water Capital Fund** **\$1,700,000**

The City received a State of Washington Department of Commerce grant in the amount of \$1,800,000 to be used for the Angleside Reservoir Capacity Upgrades. The grant award occurred after the adoption of the 2024 budget in November of 2023.

De-obligating \$100,000 for the reservoir vent replacements because it was determined this is operations and maintenance not capital.

**Equipment Maintenance and Rental (EM&R) Fund** **\$148,450**

The City purchased a patch truck and part of the truck's components, the unit that sits on the back of the truck, did not arrive until 2024. This gives the budget authority for that part of the purchase.



Exhibit B											
City of Shelton											
Ordinance No. 2026-1024											
Notes for 2024 Budget Supplemental #1, 2026-1024	Totals	Gen Fund	Capital Resources General	Capital Resources TBD	Capital Improv Fund	Sewer	Storm	Sewer Capital	Storm Capital	Water Capital	EM&R
Police Designated Crisis Responder Agreement with Thurston-Mason Behavioral Health		100,000									
OPD Grant Public Defense		39,000									
Angleside Reservoir Capacity Upgrades - Commerce Grant										1,800,000	
MBR Plant Headworks - Mason County .09 funds								125,000			
Cross Town Trail - SMPD funds					100,000						
Flock - PD		41,709									
Equipment Maint & Rental Fund - Patch Truck unit received in 2024											148,450
Downtown Street Tree & Sidewalk				230,000	230,000						
Capitol Hill paving project additional funds needed				60,000	60,000						
Shelton Springs Road - Sewer extension to Port of Shelton						(400,000)		(1,808,000)			
Storm Capital Capitol Hill Paving - Storm Operations							45,000		45,000		
Storm Capital - Mid-sized SUV not being purchased									(50,000)		
Police Vehicle - Use remaining ARPA funds			38,492		38,492						
Reservoir Vent Replacements - Expense will be in operations										(100,000)	
Sewer - Dryer not operating; associated costs						83,000					
Grand Totals	826,143	180,709	38,492	290,000	428,492	(317,000)	45,000	(1,683,000)	(5,000)	1,700,000	148,450



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G2)

Touch Date: 10/08/2024  
Brief Date: 12/03/2024  
Action Date: 12/17/2024

Department: Administration  
Presented By: Mark Ziegler

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Housing and Related Services  
SalesTax**



Ordinance

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☐ City Manager

\_\_\_\_\_

\_\_\_\_\_

11/20/24

11/22/24

\_\_\_\_\_

#### ATTACHMENTS:

**- Ordinance No. 2027-1024  
- Funding Options**



Resolution



Motion



Other

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

Mason County Housing Needs Assessment published December 2022 identifies the five-year need for housing for extremely low-income earners (less than 30% MI) at 231 units and very low (30%-60%MI) 289 units. Little has been done to rectify this in the two years since publication. The assessment recommendation of new funding sources for affordable housing be further evaluated and adopted by local jurisdictions.

In 2022 the City established a limited term Homelessness Task Force that met six times to discuss various aspects of the impacts of homelessness on individuals and resulting effects in our community. The participants included Councilmembers, County Commissioner, local law enforcement, Mason Health, downtown business owners, homeless and social service providers and Mason County Public Health staff. The seven task force recommendations listed below were presented to the Council on November 22, 2022. Below each recommendation is a brief narrative of action since.

- 1) Mitigation Site. (Short term – 1 year)  
*The City supplied \$20,000 of ARPA funds in 2022 to Community Lifeline operations.*
- 2) Support for grant applications for current shelter options. (Short term – immediate)  
*The City provided letters of support to Shelton Youth Connection for the construction of transitional housing. Property is leased for Shelton Veterans Village.*
- 3) Support for grant applications for community partners to provide rapid re-housing. (Short term – immediate)  
*N/A*
- 4) 1 – 2 Mason County focused Designated Crisis Responders (DCR) potentially embedded with Shelton Police. (Medium term - 1 to 3 years)  
*Through grant funds, City had a DCR in-house from February 2023 through September 6, 2024 when the individual left employment with TMBHO. Grant funding is available through December 31, 2024*

- 5) Storage lockers co-located with a mitigation site. (Medium term – 1 to 3 years)  
*N/A*
- 6) Public Dashboards on city web site that detail what shelter beds are available. (Medium term – 1 to 3 years)  
*No reasonable solution has been determined to implement such a program. Community Lifeline reports daily occupancy and bed count to the City.*
- 7) Support for Affordable Housing. (Long term – 3 to 5 years)  
*Several measures to address this recommendation have been discussed including multi-family zones, pre-approved housing plans, multi-family tax exemptions, inclusionary requirements and live-work units.*

At the June 11, 2024 Council Study session, a majority of Council directed staff to bring funding alternatives to expand affordable housing options for further consideration. On October 8, 2024, affordable housing funding options were further discussed with Council and a majority of Council agreed to consider a housing and related services sales tax as established in RCW 82.14.530 at a future Council meeting.

Per RCW 82.14.530 the Housing and Related Services Sales Tax must fund specific services.

- (a) A minimum of 60% must be utilized for constructing or acquiring affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services, or acquiring land for these purposes; or
- (b) Constructing or acquiring behavioral health-related facilities, or acquiring land for these purposes; or
- (c) Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

Further, the affordable housing and facilities providing housing-related programs in may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

- (a) Persons with behavioral health disabilities
- (b) Veterans
- (c) Senior citizens
- (d) Persons who are homeless or at-risk of being homeless, including families with children
- (e) Unaccompanied homeless youth or young adults
- (f) Persons with disabilities
- (g) Domestic violence survivors

The remainder of the moneys collected under this section must be used for the operation, delivery, or evaluation of behavioral health treatment programs and services or housing-related services.

### **ANALYSIS/OPTIONS/ALTERNATIVES:**

This funding is intended to be used to house the homeless and those closest to the margin of becoming homeless, as indicated by the income and demographic qualifications above and in RCW 82.14.530. The City currently doesn't have the budgetary resources to undertake the important work of preventing homelessness among our most vulnerable populations.

The projected tax revenue of \$310,000 per year isn't—on its own—immediately sufficient to construct or operate the housing and/or facilities contemplated by the state law, but the City could potentially save the funds for several years or leverage 50% of these funds to obligate debt to construct such a facility more immediately. For example, a ten-year loan could design and build up to a \$1.5 million project, but then the City would still have to seek additional funds or partners for management and operation.

Instead of building a facility, the City could use the funding to stabilize existing shelter services or fund other entities who can provide those services, as contemplated by the Homelessness Task Force.

Direct payment options, such as rental assistance, could be another worthwhile use of the funds, but there are very limited market rate rentals available for even unsubsidized workforce housing, and distribution of the funds doesn't result in the production of new units.

The City's best opportunities may come in supporting our local partners who are already building housing and whose costs could be driven down by subsidizing the various costs of construction such as connection charges, design costs, or other soft and hard costs. Lowering the cost per unit of construction could result in some affordable projects penciling out faster. Some alternatives include:

- Offsetting the City's utility connection charges; this is permitted by state law for affordable housing purposes only if the City makes the utility fund whole in doing so. This action could provide a source of revenue to pay back the utility funds, which currently amounts to nearly \$17,000 per single-family home and has been a breaking point for at least two projects in the last two years.
- Purchasing land at fair value from the City's water utility for donation to affordable providers could result in a net benefit to the City's utility funds while also making land available for construction.
- Purchasing land from the open market for use by housing providers.
- Directly funding construction of new units at underdeveloped properties at existing low-income housing developments in the city.
- Developing ADU plans and cutting permit costs for ADUs when deed-restricted for the target populations.
- Constructing the required infrastructure—such as streets, sidewalks, and other improvements—required for building new residential units.

Another opportunity for the use of funds is to provide housing coordination services. Up to 40% of the revenue can support housing programs separate from the direct provision of housing, which requires 60% of the funds.

During the City's recent Comprehensive Plan listening sessions, one of the most frequent requests by participants from the business community and social services providers was for a central "housing office" or similar function for rental resources, such as: maintaining listings, information on housing assistance, and grants application/administration for the continued growth of the affordable housing program. This employee could also develop a housing action plan and begin to implement that planning activity. The City has no staff currently available to carry out this function, which could be require between 0.50 and 0.75 FTE to operate.



**BUDGET/FISCAL INFORMATION:**

The sales tax imposes a .01% increase on taxable goods in the City limits. This equates to \$1.00 per \$1,000 expenditure in taxable items, which does not include most grocery items. Estimated revenue over one calendar year is \$310,000.

Sixty percent of this amount, or \$186,000, must be spent on the direct provision of housing to members of the specifically designated populations making less than 60% of the area median household income—the threshold being approximately \$60,000 in 2024.

Any of the programs identified in this briefing as potential uses of funds will require additional staff resources to administer; fortunately, up to forty percent of the grant can be used for supporting housing activities.

A list of potential projects and services, viewed as one complete package of potential offerings, is included on Attachment A. Note that the amounts and projects listed can be changed, but Staff is trying to present a sample work plan with associated costs for consideration by the Council.

**PUBLIC INFORMATION REQUIREMENTS:**

Information can be obtained from the City Clerk.

**STAFF RECOMMENDATION/MOTION:**

"I move to forward Ordinance No. 2027-1024 to the action agenda of the December 17<sup>th</sup>, 2024 Council meeting for further consideration."

ORDINANCE NO. 2027-1024

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT FOR HOUSING AND RELATED SERVICES AS AUTHORIZED BY RCW 82.14.530, AND ADDING A NEW CHAPTER 3.47 TO THE SHELTON MUNICIPAL CODE

WHEREAS, the City of Shelton has a critical need for additional funding to provide affordable housing and housing-related services for the homeless or people in danger of becoming homeless; and

WHEREAS, housing affordability and homelessness are growing problems in the City of Shelton which require prompt attention to reduce human suffering for the City's residents and to preserve a livable community for all; and

WHEREAS, RCW 82.14.530 authorizes the imposition of an additional sales and use tax of one-tenth of one percent to be used for funding affordable housing, related services, and behavioral health treatment for vulnerable people including veterans, senior citizens, domestic violence survivors, homeless youth, and persons with disabilities; and

WHEREAS, the Shelton City Council has determined that the tax should be imposed and that the proceeds will be used for those purposes authorized by RCW 82.14.530, including constructing affordable housing, constructing mental and behavioral health-related facilities, and funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

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

Section 1. Housing and Related Services Sales and Use Tax. A new Chapter 3.47 is hereby added to the Shelton Municipal Code to read as follows:

3.47.010 Imposed

There is imposed an additional sales or use tax as authorized by RCW 82.14.530, upon every taxable event, as defined in RCW 82.14.530, occurring within the City of Shelton. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to RCW Chapters 82.08 and 82.12.

3.47.020 Rate

The rate of the tax imposed by this Chapter shall be one-tenth of one percent of the selling price, in the case of a sales tax, or the value of the article used, in the case of a use tax.

### 3.47.030 Use of proceeds

Revenue collected from the tax adopted by this Chapter shall be earmarked and used solely for the purposes enumerated in RCW 82.14.530.

### 3.47.040 Administration and collection.

The administration and collection of the tax imposed by this chapter shall be in accordance with the provisions of RCW 82.14.530. The City Manager or designee shall make necessary arrangements with the State Department of Revenue for the collection and distribution of the tax.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court, board or tribunal of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication.

Passed by the City Council at its regular meeting held on the 17<sup>th</sup> day of December 2024.

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Mayor Eric Onisko

ATTEST:

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City Clerk Donna Nault

## Attachment A – Funding Options and Potential Work Plan

- 1) General facilities charge waivers for deed-restricted affordable housing. \$138,000. Funding used to replenish GFCs in the appropriate water, sewer, storm, and transportation impact fee funds. This will reduce the cost of development. Eight units per year @ \$17,250 per unit = \$138,000. Unused funds could rollover to support larger/more projects in subsequent years.
- 2) Housing Planner/Associate Planner. A new position dedicated to housing related programs, including:
  2. waiver program (see below) administration
  2. grant application and administration,
    2. CHIP, CLIHP, USDA, etc.
  2. housing plan development and implementation, including acquisitions,
  2. crafting affordable housing codes,
  2. managing a Multifamily Tax Exemption Program (MFTE) that includes a 8-year 10% @80AMI contract and 12-year 60% AMI special populations contract,
  2. [possible] housing and temporary shelter inspections,
  2. and operating a housing resource center (web and print resources for rentals, affordable purchase options, subsidized housing, etc.)
  2. Approx 0.75 of \$67,000-82,000 salary, plus benefits; the other 0.25 FTE from general fund would support other long-range and current plan review projects.
- 3) CED Director Salary. 10% job code split (\$14,000) for managing new program and contributing to housing activities, developing housing plan, etc. Existing 10% of general fund obligation released for Housing Planner position 0.25 FTE.
- 4) Mitigation site and/or shelter stabilization funding: \$43,000 per year.
- 5) Other projects (\$48,000 per year):
  2. Year One: Obtain ADU plans, approx. \$6000 per design, possibly less if acquired in bulk. Carriage house and standalone options: 400sf Studio, 600sf 1bd, 800sf 2bd, 1000sf 3bd. \$36,000 total. Could work with Mason County and other surrounding jurisdictions (or even AWC) for a group acquisition to defray costs.
  2. Year One: Budget excess funds for property acquisition in Year Two.
  2. Year Two: property acquisition. Acquiring unused lots and derelict buildings around town for disposal/reuse as affordable housing.
- 6) Excess funds potential:
  2. If Housing Planner position hired at low end instead of high end, \$15,000 per year savings. Could be used to augment other projects.
  2. Potential waiver of permit fees as a competitive local grant for qualifying projects.



## Attachment A – Funding Options and Potential Work Plan

2. If we had multiple years with no distribution of GFC waiver funds, the City could undertake direct construction of cottage style units, using the pre-made ADU plans, on city owned properties.

Housing Planner	\$ 67,000.00
CED Director	\$ 14,000.00
GFC Waivers	\$ 138,000.00
Mitigation Site or Shelter	\$ 43,000.00
Acquisition & Construction	\$ 48,000.00
TOTAL	\$ 310,000.00
% Services (Admin) Costs	26.1%
% Operations Costs	13.9%
% Provision Costs	60.0%

Per RCW 82.14.530, 60% of the revenue (\$189,000) must be used for constructing or acquiring affordable housing or land for it (or operations, etc.) Per the proposal above, the City would be spending 60.0% on directly providing affordable housing or subsidizing construction of such, and 26.1% on administration of housing related services (the grants and housing office) with housing operations at 13.9% (shelter support). The caveat would be that the City would have to covenant any GFC or ADU funding recipients that they could only serve the target populations... which limits its applicability for general below-AMI workforce housing (ie, Habitat for Humanity.)

No more than 10% of the total (\$31,000) funds can be used to supplant existing local funds; offsetting new GFCs related to new affordable units is not supplanting existing budgeted local funds. There is precedent for using funds to build infrastructure, such as in Jefferson County's housing strategy for the same tax revenue source.



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item H1)

Action Date: 12/03/2024

Department: Administration

Presented By: Mark Ziegler, City Manager

**APPROVED FOR COUNCIL PACKET:**

**PROGRAM/PROJECT TITLE:**

Action Requested:

Labor Contracts

**ROUTE TO:**

**REVIEWED:**

**ATTACHMENTS:**

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

Resolution No. 1360-1124

Agreements with:

- Shelton Police Guild

- Shelton Employees Guild

- International Association of  
Machinists and Aerospace Workers

Local Lodge W-38 (Customer  
Service)

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

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

Contracts for the three labor groups representing City of Shelton employees expire on December 31, 2024. Staff and the labor groups have been negotiating in good faith for several months to reach terms on new contracts.

Tentative three-year agreements have been reached with the Shelton Police Guild and the International Association of Machinists and Aerospace Workers Local Lodge W-38 (Customer Service). A tentative one-year agreement has been reached with the Shelton Employees Guild.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:**

Associated financial impacts include wage and benefit increases in all three contracts to adjust salaries for cost-of-living increases and medical benefit premiums as listed below. Clothing allowances and educational incentives have also been amended to capture true costs and encourage professional development.

	Cost of Living			
Labor Group	2025	2026	2027	Annual Medical Premium Increase
Shelton Employee Guild	3%			\$50 p/month
Shelton Police Guild	3% (2% market adjust.)	3%	3%	\$50 p/month
Customer Service	3%	2.5%	2.25%	\$50 p/month

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

"I move to approve Resolution No. 1360-1124 as presented".

**RESOLUTION NO. 1360-1124**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANGER TO EXECUTE LABOR CONTRACTS WITH THE SHELTON POLICE GUILD,  
SHELTON EMPLOYEES GUILD, AND THE INTERNATIONAL ASSOCIATIONS OF MACHINISTS AND  
AEROSPACE WORKERS LOCAL LODGE W-38**

**WHEREAS**, RCW 41.56 applies to the rights and regulations related to collective bargaining for public employees; and

**WHEREAS**, the City of Shelton ("City") currently has three labor groups performing municipal services; and

**WHEREAS**, the City has longstanding labor relations with the Shelton Police Guild, Shelton Employees Guild and International Associations of Machinists and Aerospace Workers Local Lodge W-38; and

**WHEREAS**, the labor agreements for each labor group expire December 31, 2024; and

**WHEREAS**, the City and labor groups have negotiated in good faith to execute new agreements; and

**WHEREAS**, tentative agreements have been reached with each labor group; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton, Washington, that the City Manager is authorized to execute labor contracts as follows:

1. The Shelton Police Guild with a term of January 1, 2025 through December 31, 2027
2. Shelton Employees Guild with a term of January 1, 2025 through December 31, 2025
3. The International Associations of Machinists and Aerospace Workers Local W-38 with a term of January 1, 2025 through December 31, 2027

**INTRODUCED** and **PASSED** by the City Council at its regular meeting on the 3<sup>rd</sup> of December 2024.

ATTEST:

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

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

# **AGREEMENT**

By And Between

The City of Shelton

And The

Shelton Police Guild

**January 1, 2025 through December 31, 2027**



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**AGREEMENT  
BY AND BETWEEN  
CITY OF SHELTON, WASHINGTON  
AND THE  
SHELTON POLICE GUILD**

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## **1. General**

### **1.1. Purpose**

The City of Shelton, hereinafter referred to as the City, and the Shelton Police Guild, hereinafter referred to as the Guild, in order to increase general efficiency in the Police Department to maintain the existing harmonious relationship between the Police Department and its employees, and to promote morale, rights, and well-being of the members of the Police Department, hereby agree as follows:

### **1.2 Public Employees**

The Police Department and the individual members of the Guild are to regard themselves as public employees and are to be governed by the highest ideals of the honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

### **1.3 Community Service**

The parties recognize the importance of the establishing and maintaining a good relationship with members of the local community and agree that mutual efforts to improve this relationship shall be a primary goal of the parties during the term of this Agreement.

## **2. Recognition**

The City hereby recognizes the Guild as the sole and exclusive representative of all full-time commissioned employees of the Police Department, with the exception of the Chief and Lieutenants, for the purposes of bargaining with respect to wages, hours of work and working conditions.

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### **3. Payroll and Paydays**

#### **3.1 Guild Membership**

All employees in the bargaining unit who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, remain members in the Guild in good standing for the duration of this Agreement. All new employees employed during the life of this Agreement shall, as a condition of employment, within thirty (30) days after the date of employment, become and remain members in good standing for the duration of the Agreement.

#### **3.2 Payroll Deduction**

The City agrees to the deduction of monthly dues and initiation fees as designated by the Guild for those employees in the bargaining unit who voluntarily elect to become members of the Guild.

#### **3.3 Dues Cancellation**

An employee may cancel their payroll deduction of dues and/or service fees by written notice to the City and the Guild. The cancellation will become effective on the first payroll after receipt of the written notice.

#### **3.4 City Indemnification**

The Guild shall indemnify the City against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of the payroll deductions.

#### **3.5 Direct Deposit and Paydays**

Guild employees are required to enroll in direct deposit with a financial institution of their choosing.

Paydays are bi-monthly and shall be on the 10th and 25th of each month. If either date falls on a holiday or weekend, employees are paid on the preceding workday.

### **4. Employees Elected As Guild Shop Stewards**

Employees elected as Guild Shop Stewards shall be granted (without pay) time to perform necessary collective bargaining functions, providing that this does not prevent the City from providing continued public service.

### **5. Grievance and Arbitration Procedures**

A grievance means a claim or a dispute by an employee or the Guild with respects to the interpretation or application of the provisions of this Agreement.

#### **5.1 Step 1 Immediate Supervisor**

An employee or Guild Representative who believes that the terms and conditions of this Agreement have been violated shall first discuss the matter with his/her immediate supervisor within fifteen (15) business days of the date the action took place or within fifteen (15) business days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action, but in no event more than ninety (90) business days. The immediate supervisor shall provide the employee with a written response within fourteen (14) business days of the date upon which the grievance was discussed with the employee.

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## **5.2 Step 2 Police Chief**

If the grievance is not settled in Step 1, it shall be referred in writing to the Police Chief within ten (10) business days after the designated supervisor's answer in Step 1 and shall be signed by the employee or the Guild representative. Grievances arising from employee discipline shall be filed in writing starting at Step 2. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, and the relief requested. The Police Chief shall discuss the grievance within ten (10) business days with the grievant and the Guild representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Police Chief and the Guild. If no settlement is reached, the Police Chief shall give the Department's written answer to the Guild within ten (10) business days following their meeting.

## **5.3 Step 3 City Manager**

If the employee or the Guild is not satisfied with the solution by the Police Chief, the grievance, in writing, together with all other pertinent materials, shall be presented to the City Manager by the Guild representative within ten (10) business days of the Police Chief's decision. The City Manager shall attempt to resolve the grievance within ten (10) business days after it has been presented.

In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. Time limits will be extended for either side if necessary to complete a reasonable investigation before the election of remedies is made. Appeal for disciplinary actions shall proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to Step 3 as provided in this Agreement.

## **5.4 Step 4 Arbitration**

If the grievance is not resolved by the City Manager to the satisfaction of the Guild, the grievance may, within ten (10) business days, be referred to an arbitrator to be selected as follows: The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of intent to proceed to arbitration. In the event the parties are unable to agree upon an arbitrator within the (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the Public Employment Relations Commission to submit a panel of nine (9) Washington or Oregon arbitrators. After flipping a coin to determine which party goes first, the parties shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbitrator.

## **5.5 Decision and Time Limits**

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement and shall hold a hearing so that both parties may present their respective cases. The decision of the arbitrator shall be rendered within thirty (30) business days after the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.



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## **5.6 Costs and Expenses**

The fee and expenses of the arbitrator and court reporter shall be shared by the parties. Each party shall be responsible for all costs arising from its own representatives, attorneys and witnesses.

## **5.7 Time Limits**

Time limits referred to in the Article may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. If the City does not timely respond during a grievance step, the grievance will advance to the next step in the grievance procedure, the grievance shall be considered abandoned, and the right is waived.

## **6. Prevailing Rights**

All rights, privileges and working conditions held by the employee, which are mandatory subjects of bargaining, have been mutually accepted and adopted by the parties over a period of time, which are in effect at the time of the commencement of this Agreement, and which are not specifically referenced in any other clause of the Agreement, shall remain in effect during the period of the Agreement unless changed by mutual consent.

## **7. Rules and Regulations**

The Guild agrees its members shall comply with all department rules and regulations, including those related to conduct and work performance.

## **8. Management Rights**

Any and all rights concerned with the management and operation of the Police Department are exclusively that of the City unless otherwise specifically provided by the terms of this Agreement. The City has the right, among other actions, to adopt rules for the operation of the Department and conduct of the employees, to discipline, suspend, or discharge employees for the just cause, to assign work, determine job content and job duties of employees, and determine the number of personnel to be assigned duty at any time, to determine and introduce new methods of facilities to increase productivity, to determine the work and shift schedule, to establish performance standards and evaluations, to contract for goods and services for operation of the Department, and to perform all of the functions not otherwise expressly limited by this Agreement.

## **9. Anti-Strike**

The services performed by City employees are essential to the public's health, safety and welfare. Therefore, the Guild will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of the Agreement, which will interrupt or interfere with the operation of the City. No employee shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operation of the City. In the event of violation of this article, the Guild agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams and employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this article, there shall be no discussion or negotiations regarding the difference of dispute during the existence of such violation or before normal work has been resumed.

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## **10. Wages and Longevity**

### **10.1 General Wage Adjustment**

Effective January 1, 2025, employees will receive a 5.0% (3.0% COLA, 2.0% Market) increase to their base wage.

Effective January 1, 2026, employees will receive a 3.0% COLA increase to their base wage.

Effective January 1, 2027, employees will receive a 3.0% COLA increase to their base wage.

### **10.2 Longevity**

The City agrees to the following longevity pay scale which shall be added to the monthly salary of each employee eligible:

<b>Starting 5<sup>th</sup> Year</b>	<b>\$ 60.00</b>
<b>Starting 7<sup>th</sup> Year</b>	<b>\$126.00</b>
<b>Starting 10<sup>th</sup> year</b>	<b>\$150.00</b>
<b>Starting 15<sup>th</sup> Year</b>	<b>\$250.00</b>
<b>Starting 20<sup>th</sup> Year</b>	<b>\$300.00</b>

### **10.3 Detectives Premium**

Officers appointed to detective position for 30 consecutive calendar days shall receive one-half (1/2) the pay difference between first class patrol officer and sergeant.

## **11. Deferred Compensation Match**

The Employer shall match employees' six-point two percent (6.2) contribution into the City's adopted deferred compensation program as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six-point two percent (6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.

## **12. Hours of Work and Overtime**

### **12.1 Work Week**

For the purposes of computing overtime, the work week shall be a calendar week (Sunday to Saturday).

### **12.2 Workday/Work Schedule**

The Chief of Police and the Guild may agree upon an alternative normal workday which may include the following or combination thereof:

- 10.67 hour patrol or specialty position shifts.
- 8.5 hour patrol or specialty position shifts.
- 8 hour patrol or specialty position shifts.
- 10 hour patrol or specialty position shifts.

- 
- 11 hour patrol or specialty position shifts.
  - 12 hour patrol or specialty position shifts.

All workdays shall be incorporated into a work schedule that supports a standard 2080-hour work year and shall be in compliance with all state and federal labor laws. Any time worked in excess of the scheduled and assigned workday shift shall be paid at the rate of time and one half.

### **12.3 Work Schedule**

The normal patrol or specialty assignment work schedule shall consist of a combination of shifts described in section 12.2 and as agreed upon by the Chief of Police and Guild. All work schedules will comply with state and federal labor laws and support the standard 2080-hour work year; which limits a normal work schedule to 86 hours during a 14-day work period. Any employee short of the required 2080 hours worked in a calendar year shall make those hours up by the end of the payroll year. It shall be at the discretion of the Chief of Police or a designee when hours are to be made up. Each employee's normal work schedule may change with each new shift/work schedule rotation. Pursuant to Section 8.1, the Chief of Police has the discretion to determine the work and shift schedule to ensure the efficient operation of the Shelton Police Department at all times. Prior to any permanent changes in work schedules or shift schedules, the Chief or representative shall meet with members of the Guild board to ensure that the change of schedule does not violate any agreed upon terms and complies with state and federal labor laws. The schedule changes will allow at least 14 days' notice to the affected employees.

### **12.4 Shift Rotation**

Except under extenuating circumstances, regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every nine (9) months at the discretion of the Chief of Police, except however, the Chief of Police and Guild may agree upon a one (1) year shift term, which will not have any rotation of shifts during the course of the year.

### **12.5 Establishing a New Shift/Workweek**

No employee shall be required to work back-to-back shifts when effectuating a shift change. A minimum of eight (8) hours shall separate the shift change. If an employee would otherwise be required to work back-to-back shifts for the purpose of establishing the new shift/workweek, the employee may be assigned to one shift of administrative leave to avoid a back-to-back shift. When effectuating the shift/workweek change, an employee may be scheduled to work more than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the days worked beyond five (5) will be paid as overtime. Alternatively, at the discretion of management, the employee may be assigned to one shift of administrative leave to break up the long week created by the establishment of a new shift/workweek. If a shift of administrative leave is awarded, the remaining regularly scheduled shifts in the long week will be paid at the straight time rate. When effectuating the shift/workweek change, an employee may work less than five (5) consecutive days without reductions to his or her normal salary.

### **12.6 Shift Assignment**

When a shift assignment has been posted for a work month, it shall not be changed except as the result of required staffing needs that could not reasonably be anticipated when the shift assignment was posted, or by mutual consent. For purposes of this Article, a shift is the work period during the day (each 24-hour day) to which an employee is assigned; i.e. day, swing, graveyard or power shifts.

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## **12.7 Shift Start Changes**

If an employee is called to report at any other time than their assigned shift start, they shall be paid time and one-half (1.5) for the hours called in early or notified to report late.

## **12.8 Call Back Minimum**

If an employee is called in to work they shall be paid a minimum of three (3) hours at the overtime rate (time and one-half). However, if the employee's "on duty" time is within the three hours, the employee shall only be paid overtime for the period that would normally be "off-duty". An example would be; the employee is called in at 1:00 pm and their normal shift begins at 3:00 pm they shall be paid two hours overtime, the period before their normal duty start time.

## **12.9 Compensatory Time**

Employees may request time off in lieu of cash overtime compensation. Compensatory time off shall be earned at the rate of one and one-half (1.5) times the overtime hours worked. Employees shall be allowed to use their accrued compensatory time off upon reasonable notice and consistent with the City's reasonable operating needs. Employees separating from City employment shall be paid for all accrued compensatory time off due the employee and based on the City's records. The ultimate determination of whether compensatory time shall be allowed, or when it is taken, shall be made by the City. An employee may carry over up to eighty (80) hours per calendar year. Any compensatory time in excess of eighty (80) hours must be used or cashed out by November 30th of each year.

## **12.10 On Call Time**

An employee shall be considered as being On-Call if he/she is required to remain at or near the Police Department and cannot use his or her time freely. If an employee can come and go freely and is not restricted in their travel and other activities, even though they may be required to leave a telephone number where they can be reached or wear a pager, the employee shall not be considered as being On-Call. An employee who is On-Call shall be compensated at their regular rate of pay for all hours deemed to be On-Call hours.

## **12.11 Labor-Management Committee**

The Guild and the Employer agree to establish a Labor Management Committee that will meet quarterly. If either the City or the Guild identifies problems within the application of changes to this Article, the parties agree to meet, discuss and study the matter (s) with the objective of achieving mutual resolution.

## **13. Educational Incentives**

### **13.1 Educational Reimbursement**

Upon prior approval by the Chief of Police, an employee is eligible to receive reimbursement for tuition and required textbooks for up to an annual total of \$2,500. The employee must be enrolled in an approved, accredited college program, and attain a grade of "B" or better. The educational reimbursement is available for the employee to obtain up to one associate's, bachelor's, and master's degree while employed at the City.

### **13.2 Educational Premium**

Employees covered under this Agreement may be eligible for educational incentive premium pay as part of their base wages upon application by the employee to the City and according to the following:

- AA/AS Degree-(2) year degree-or the equivalent - two percent (2%)
- BA/BS Degree-(4) year degree-or the equivalent - five percent (5%)

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Employees claiming eligibility for educational incentive premium pay may be required to provide proof of such eligibility. All credits or degrees claimed for educational incentive premium pay must be from an accredited institution. The Chief of Police in his/her sole and absolute discretion shall determine if an employee's educational credits qualify as being from an accredited and/or "equivalent" to an AA or BA degree.

#### **14. Court and Hearing Pay**

Off duty officers appearing at court or hearings as result of official duty shall receive a guaranteed three (3) hour pay at the time and one-half (1.5) rate and at a rate of time and one-half for any time thereafter. If the court or hearing time falls on the employee's day off, the employee shall be guaranteed three (3) hours pay at the time and one-half (1.5) rate and at a rate of time and one-half for any time thereafter. The rate shall be based on each officer's hourly rate of pay.

#### **15. Acting Supervisor**

Any employee appointed by the Chief to the position of acting supervisor (Lieutenant or Sergeant), that employee shall be paid at the appropriate rank rate they have been appointed to.

#### **16. Instructor, Field Officer Training, Officer in Charge, & Bilingual Pay**

##### **16.1 Instructor's Pay**

Departmental appointed instructors shall receive time and one-half (1.5) rate for all assigned hours of preparation and instruction time on off-duty time.

##### **16.2 Field Training Officer (FTO) Pay**

When an officer is mandated by the Chief of Police, or designee, to be a FTO for training a new officer shall be paid at the rate of five percent (5%) above the employee's regular base rate of pay for each week that the employee performs field officer training duties. No more than one trainer per trainee per week shall receive field officer training premium pay. When a FTO position becomes vacant, the Employer shall circulate an announcement within the Department for a minimum of thirty (30) days; that shall identify the minimum requirements needed to apply for the training officer position.

##### **16.3 Officer in Charge Pay**

The Chief of Police will designate, at his/her discretion, an Officer In Charge (OIC) for a shift or shifts. The assignment is not a permanent assignment and is establishing only for the purpose of establishing lines of communication and decision making in the absence of senior ranking officers. An OIC shall be paid at the rate of three percent (3%) above the employee's base rate of pay for each month or portion of each month that the employee is assigned officer in charge duties. It is not expected that there will be more than four OIC appointments in any one month.

##### **16.4 (a) Corporal**

The Police Chief will assign qualified officers to the position of Corporal who have a minimum of two (2) years' experience as a full-time paid police officer and qualify under Civil Service Rule 7 Examinations. Corporal pay shall be the base rate of their assigned position plus four percent (4%).

##### **16.5 Shift Differential Pay**

Patrol officers working the swing shift shall receive shift differential pay of two percent (2.0%) of their regular rate of pay for periods lasting five or more consecutive workdays. Swing shift is defined as



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working the shift which will start in the period of time generally considered afternoon, through late evening (i.e. 1 pm until 9pm, 2pm until 10pm, 3 pm until 11 pm, 4pm until midnight, there is no swing shift incentive for a 3/12 schedule as the schedule will only be a day shift and a night shift). Being “held over” for an emergency or an operation shall not constitute a “shift” which would require differential pay, unless it concurs as outlined further in the 5-day rule. Patrol Officers working the graveyard shift shall receive shift differential pay of three percent (3%). Graveyard shall be defined as starting in the pm, and the shift shall continue through the night to finish in the am (for the purpose a 3/12 schedule it will include a shift such as 6 pm until 6 am)

### **16.6 K-9 Officer**

An officer assigned to the K-9 unit shall be paid the base rate of their assigned position plus two percent (2.0%). The Police Chief maintains the discretion to assign and remove officers for these specialty assignments. Recognizing that the care and maintenance of a Police K-9 is an essential function and responsibility of a K-9 Officer, the Police Department and Police Guild agree that a specific understanding is necessary to avoid future confusion and ensure the viability of the program. Therefore, the following terms apply to the K-9 Officer position,

- The K-9 Officer may remain on the current patrol schedule, which includes the ability to bid for shifts by seniority.
- The Officer will be allotted five (5) hours per week for the general maintenance and care of the dog and program equipment; the compensation for this allotment will be in the first half hour and the last half hour of the assigned work shift; if working swing shift for example, the K-9 Officer will generally not be responsible to report for patrol duty until 1530 hours and will complete patrol responsibilities at 2300 hours.
- The K-9 Officer is allowed to use any time worked for the general maintenance and the care of the dog and program equipment towards the 72-hour deficit bank, as per section 21.2.1 Wages.
- The K-9 Officer is subject to callout for incidents reasonably related to this program; the Officer will be compensated in accordance with the current collective bargaining agreement for all callouts.
- Required training to maintain certification of the program will, generally, be conducted on duty during hours which adequate shift coverage exists in the absence of the K-9 Officer; this training will be at the discretion of the shift supervisor; other, more specific training may be scheduled by the Patrol Lieutenant or designated Training Officer.

### **16.7 Bilingual**

Officers who have proven bilingual competence, as determined by the Chief of Police, in a language the City deems beneficial to conducting City business shall receive a \$175.00 monthly premium.

## **17. Sick Leave and Paid Family Medical Leave**

### **17.1 Accumulation and Ceiling**

Employees shall be allowed to accumulate sick leave which shall be earned at the rate of eight hours per month worked for any month which the employee is compensated for fifty percent (50%) or more. The maximum amount of sick hours that an employee may accumulate is 960 hours.

### **17.2 Immediate Family**

All employees of the Police Department shall be allowed up to five (5) days for death in the immediate family: sickness or emergency or other similar unforeseen circumstances in the immediate family which

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requires the employee to attend to a family member at home. Said leave shall be charged against sick leave and shall be approved by the Chief of Police designee.

Immediate family is defined in the City's Policy and Procedure Manual 200-1520

### **17.3 Qualifying Reasons to Use Sick Leave**

**A. Employee's Health.** An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

**B. Family Member's Health.** To allow the employee to provide care for a family member with a mental or physical illness, Injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

**C. Health-Related Closure.** When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

**D. Domestic Violence-Related Activities.** An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

**E. Definition of Family Member.** For purposes of this Article, a "family member" means (i) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (ii) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (iii) a spouse; (iv) a registered domestic partner; (v) a grandparent; (vf) a grandchild; or (vii) a sibling.

### **17.4 Sick Leave Buy Back**

Once an employee has attained a minimum of 480 hours accumulated sick leave, the employee has the following options:

1. He or she may accumulate any sick leave earned during the working year beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of that year to a maximum accrual of 960 hours, or
2. The employee may redeem the number of sick days accumulated during the working year at the rate of \$100.00 per day or a maximum of \$1,200.00 per year.

Once an employee accumulates his or her sick leave earned the working year, those accumulated sick days shall become part of the total accumulated sick leave and cannot be redeemed at a later date, except at retirement.

The employee shall notify the employer on or before December 1<sup>st</sup> of the current working year of his or her intent to accumulate or redeem the sick days earned that working year.

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## **17.5 Light Duty Assignments**

An employee injured on the job may be provided a light-duty assignment when released to perform light duty by the employee's health care provider, and when there is a light-duty assignment available, as determined by the Chief of Police. Employees on light-duty assigned to the detective's division will not receive detective premium while assigned.

## **17.6 Sick Leave Buy Back at Retirement or Separation**

An employee may redeem one hundred percent (100%) of any accumulated sick days over a minimum of 480 hours to a maximum of 960 hours at a rate of \$100.00 per eight (8) hours at the time of retirement or separation of employment. If the termination is for just cause, the above redemption does not apply.

## **17.7 Employee Verification**

The City may require verification from the employee for the qualifying reason(s) for using sick leave for any absence exceeding three (3) consecutive days. An employee may be disciplined, up to and including termination, for abusing the use of sick leave.

## **17.8 Washington Paid Family and Medical Leave Program**

Consistent with Washington State Paid Family and Medical Leave (PFML), PFML leave will run concurrently with the federal Family and Medical Leave Act (FMLA) if both are applicable.

**A. Payroll Deductions.** The PFML program is funded through premiums collected by Washington Employment Security Department (ESD) via payroll deductions and employer contributions. Each year, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and their portion of medical leave benefits. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the City will modify payroll practices to reflect such statutory changes.

**B. Notification to the City.** When applying to ESD, employees must also notify the City of the need for leave; employees should provide at least 30 days' advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable.

## **18. Health and Welfare**

The Employer will make available to all full-time employees and their enrolled dependents, a choice between three Association of Washington Cities health care plans: (1) HealthFirst 250, (2) KP200, (3) a HealthFirst High Deductible plan, or 4) a Kaiser High Deductible plan.

The City's premium share for medical benefits is reflected in Appendix D.

### **18.1 Dental Plan**

The City shall pay all premiums for dental insurance for employees and dependents through the Association of Washington Cities Dental Plan E.

### **18.2 Vision Plan**

The Employer shall pay 100% of the employee, spouse and dependent premiums for the VSP vision care plan.

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### **18.3 Modifications**

No changes in current medical, dental and vision insurance carriers shall be made without notifying and negotiating with the Guild. Negotiations shall continue for a period of sixty days from the date of the first bargaining session or until impasse is reached, whichever occurs first, at which time the City may implement its proposal. No changes in carriers may be made under the section unless the overall level of benefits under the new policy is comparable with the overall level of benefits provided under the plans specified in Section 17.1, provided that individual benefits may be identical.

### **18.4 Life Insurance**

The City will provide, on behalf of each employee, a term-life insurance policy with a \$100,000 benefit for the employee. The spouse of each employee is covered in the amount of \$10,000, and each dependent child, shall be covered in the amount of \$10,000. However, at no time shall the amounts provided violate the provision of RCW 48.24.030. The City shall pay the full premium cost for the above life insurance.

### **18.5 Disability Insurance**

The City will administer, through payroll deduction, disability plan premiums as selected by employees.

## **19. Personnel Reduction**

In the event of a reduction in personnel within the Police Department, the employee with the least seniority within the classification involved shall be laid-off first. No new employee shall be hired for the same position within one (1) year of the separation of the laid-off employee during which time the laid-off employee shall be given the opportunity to return to work.

## **20. Clothing Allowance**

### **20.1 Uniforms**

All employees are responsible for purchasing required and authorized uniforms and equipment used in the day-to-day performance of their positions. The City will provide an annual allowance of one thousand five hundred and fifty dollars (\$1,550.00) for the purchase and care of authorized uniforms and equipment to all employees who have completed one year of employment. The allowance shall be paid in two installments of seven hundred and seventy-five dollars (\$775.00) each received in the January payroll and another seven hundred and seventy-five dollars (\$775.00) received in the July payroll.

#### **20.1.1**

Officers who successfully complete a one-year introductory period after January's disbursement of the uniform allowance shall receive their first seven hundred and seventy-five dollars (\$775.00) installment with the payroll following their one-year anniversary date. An officer, who successfully finishes a one-year introductory period after July's disbursement of the uniform allowance, shall receive the annual one thousand five hundred and fifty dollars (\$1,550.00) installment with the payroll following their one-year anniversary date. Thereafter, the officer will receive the uniform allowance on the normal installment schedule.

#### **20.1.2**

Officers assigned to the detective division shall initially receive five hundred dollars (\$500.00) for the purchase of clothing. When reassigned to patrol, after serving two years as detective, officers shall receive five hundred dollars (\$500.00) for the purchase of authorized uniforms and equipment related to their patrol duties.

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### **20.1.3**

Newly hired employees shall be given a one-time allowance of one-thousand five hundred dollars (\$1,500.00) for the purchase of required and authorized uniforms and equipment. Upon completion of one year of service, the employee shall be eligible to receive the annual allowance described in Section 20.1 and 20.1.1 above.

### **20.2 Protective Clothing and Devices**

Any protective clothing or devices required in the performance of the employee's duties shall be furnished by the City, at no cost to the employee. Items to be furnished are as follows:

Firearms, protective ballistic vest (Threat level II per NIJ Standards), badges, duty ammunition, patches and pepper mace.

### **20.3 Training Ammunition**

Sergeant, detectives and police officers shall be furnished training ammunition sufficient for firearms training as specified in the Shelton Police Department Standard Operating Procedures Manual.

### **20.4 Equipment and Uniform Repair and Replacement**

The City shall be responsible for all repair and replacement of equipment described in Section 20.2 of this Article. Uniforms worn out through normal wear and tear shall be replaced by the employee. Uniforms damaged in the line of duty shall be replaced by the City, unless such damage was caused by the employee's negligence. Uniforms and personal equipment necessary to the Officer's duties (i.e., glasses, wristwatches) shall be replaced by the City if the damage is caused in the line of duty, unless such damage was caused by the employee's negligence. The City will pay replacement cost of the personal equipment, not to exceed \$100 per item, with the exception of prescription glasses, which shall not exceed \$200 per item.

### **20.5 Uniform Replacement**

Uniforms worn out through normal wear and tear shall be replaced by the Employee. Uniforms damaged in the line of duty shall be replaced by the City, unless such damage was caused by the employee's negligence.

### **20.6 SWAT Assignment and Equipment**

Officers assigned to the SWAT team, upon appointment, will receive up to an initial sum of one thousand five hundred dollars (\$1,500.00) for required equipment and clothing, excluding firearms and ammunition. On an annual basis, officers assigned to the SWAT team will receive five hundred (\$500.00) for the purchase of authorized uniforms and equipment. The amounts identified are over and above Article 20 clothing Allowance.

## **21. Holidays**

Each employee who works on any holiday as referred to in City of Shelton Policy 200-1503 shall be paid at their regular pay rate plus one and one-half times their regular pay rate, for a total of two and one-half times their regular pay rate. Officers may elect to accrue an equal amount of holiday time in lieu of the one-and one-half times pay. In no case, however, shall the employee be allowed to accumulate a holiday bank in excess of hold more than 72 hours. In addition, it is agreed that each



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employee shall receive two floating holidays each calendar year, which must be used or forfeited before December 31st of that calendar year.

## **21.2 Holiday Compensation**

Officers shall be compensated for holidays in the following manner:

### **21.2.1 Wages**

Officers who are on a scheduled day off on a holiday shall be paid for eight (8) hours at the employee's regular rate of pay or elect to accrue eight (8) hours of holiday time in lieu of receiving the eight (8) hours at the employee's regular pay rate.

Officers who are scheduled to work on a shift that begins on the actual holiday, as provided in Policy 200-1503, will receive their regular pay rate plus one and one-half times their regular pay rate, for a total of two and one-half times their regular pay rate. Officers may elect to accrue an equal amount of holiday time in lieu of the one and one-half times pay. If an officer is required to work more hours than their regularly scheduled work shift, or called in on a scheduled day off, those hours will be compensated at the holiday rate of pay, which is a total of two and one-half times (2.5X) their regular rate of pay (regular pay plus one and one-half (1.5X) of regular rate of pay). Under no circumstances will an officer's compensation exceed two and one-half times (2.5x) the officer's regular pay rate or will the employee be allowed to accumulate a holiday bank in excess of 72 hours.

## **22. Vacation**

All full-time employees shall earn vacation leave as follows:

<b>Years of Service</b>	<b>Hours Per Month</b>	<b>Hours Per Year</b>
0 through 5	10 Hours	120 hours
Beginning 6 through 10	14 Hours	168 hours
Beginning 11 through 15	18 Hours	216 hours
Beginning 16+	22 Hours	264 hours

Employees will receive vacation leave accruals equally distributed among each payroll period.

### **22.1**

Employees may carry unused vacation time forward to the next calendar year. Employees shall be allowed to accrue their vacation time up to a maximum "cap" of two times (2x) of the employee's current accrual rate (e.g., an employee accruing 18 hours per month (216 hours per year) is subject to a 432-hour accrual cap). Any hours accrued over the "cap" shall be forfeited by the employee. It shall be the sole responsibility of the employee to assure that their vacation accrual does not exceed the "cap" amount.

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## **23. Discipline and Discharge**

### **23.1 Discipline**

Discipline shall be limited to oral reprimand, written reprimand, suspension (with or without pay), demotion, and discharge. Notice of disciplinary action (other than oral reprimand) shall be in writing with a copy to the employee and the employee's personnel file. No employee shall be disciplined or discharged without just cause.

### **23.2 Oral Reprimands**

Oral Reprimands are not grievable but may be challenged to support a case against the employee in more serious discipline or a subsequent arbitration hearing. In responding to a documented oral reprimand, employees may write their own explanation of events and attach that explanation to the documented oral reprimand in their personnel file. Discipline records will be retained consistent with state law and regulations. Issues of egregious misconduct or moral turpitude may be appealed through the grievance procedure.

### **23.3 Written Reprimands**

Written reprimands are subject to this Agreement's grievance procedure through Step 3 (City Manager) but are not subject to Step 4 (Arbitration). The City Manager's determination shall be final. The employee may elect to submit a rebuttal statement to attach to the written reprimand.

### **23.4 Internal Investigations Procedures**

Before implementing changes in any internal investigation procedures, the changes will be submitted to the Guild for input. The ultimate determination of whether any changes will be made shall remain with the City.

## **24. Probationary Period**

All new employees, including rehire, transfer and promotional employees shall be considered as probationary employees and must successfully complete a probationary period before attaining permanent employee status.

### **A. Newly Hired, Rehired Employees and Lateral Transfer Employees (Employees Hired From Other Agencies)**

Each newly hired or rehired employee, or lateral transfer employee becomes a probationary employee upon the date of their employment and remains so until they have successfully completed their required probationary period. Probationary period shall be as follows:

- Rehired and lateral transfer employees - twelve (12) months from date of hire.
- Newly hired employees - twelve (12) months following graduation from the police academy

The probationary period required above represents a total cumulative service time, and they may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service in excess of thirty (30) days.

The probationary period may be extended for the conditions listed below. In case of extension, the employee shall be notified in writing of the reasons for the extension. Minor absences due to vacations, annual military leave, illnesses, etc., shall not be construed as interrupting the probationary period unless the absence or absences exceed more than thirty (30) days. The following circumstances shall be the exclusive reasons for an extension:

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- a. Military service on an extended basis (more than thirty (30) days.)
  - b. Illnesses greater than thirty (30) days.
  - c. Service in another class greater than thirty (30) days.
  - d. Disability of more than thirty (30) days.
  - e. Layoff because of lack of work or funds of more than thirty (30) days.
  - f. Extended schooling in excess of thirty (30) days not including Basic Police Academy training.
  - g. Any combination of the above which exceeds thirty (30) days.
  - h. Any other extension mutually agreed in writing between the City and the Guild.

During the probationary period, the probationary employee may be discharged without cause and such discharge shall be at the sole discretion of the City and shall not be subject to grievance. Furthermore, the City shall not, in the case of discharge, place any adverse material in the employee's personnel file and the sole reason for termination recorded by the City shall be failure to pass probation. However, if material may lead to a claim loss against the City, the City shall notify the employee and the Guild of its intent to maintain such material and shall release said material in the event of a properly filed claim and/or lawsuit against the City.

There shall be no seniority among probationary employees. After the successful completion of the probationary period, the employee shall attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority. Employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment.

**B. Promoted Employees and Intra-Department Transferred Employees.**

Transferred and promoted Employees - One (1) year. The probationary period required above represents a total accumulative service time and may be adjusted upward so as to allow for any authorized leave of absence or other approved breaks in service as enumerated in Article 23. Should any such leave or break in service be greater than fifteen (15) days, the City may require the entire probationary period be restarted at the time the employee returns to work.

If the probationary employee fails to demonstrate he or she can satisfactorily perform the job within the probationary period, the City may at its discretion return the employee to his or her former position classification; without any loss in seniority. Any other employees who are transferred or promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions.

**25. Guild Meetings**

On Duty employees in attendance at a Guild meeting shall be paid for the time at the Guild meeting and further shall be subject to call back to duty.

**26. Matters Covered and Compete Agreement**

All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless required by change of law.

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**27. Savings Clause**

If any provision(s) of this Agreement and/or its Appendices is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes, or regulations of the United States of America, the State of Washington, and the City of Shelton, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement, and the parties shall meet within thirty (30) days to negotiate in good faith for a substitute provisions(s).

**28. Duration**

This Agreement shall be in effect January 1, 2025, and shall remain in full force and effect until December 31, 2027. Either party wishing to amend or modify such Agreement must notify the other party in writing no sooner than six (6) months, nor later than sixty (60) days prior to the expiration date of this Agreement. Within ten (10) days of receipt of such notification by either party, a conference shall be held between the City and the Guild negotiating committee for the purpose of such amendment and modification.

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POLICE GUILD

Date \_\_\_\_\_

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POLICE CHIEF

Date \_\_\_\_\_

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CITY MANAGER

Date \_\_\_\_\_

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## Appendix A

Effective with the January 1, 2025, payroll, the officer's salaries shall be as follows:

Classification	
Detective – Sergeant	\$9,429.06
Sergeant	\$8,910.92
Corporal - Detective	\$8,728.51
Detective	\$8,392.80
Corporal - Officer	\$8,189.63
First Class Officer	\$7,874.66
Second Class Officer	\$7,564.78
Third Class Officer	\$7,305.28
Rookie	\$6,801.75



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## Appendix B

Effective with the January 1, 2026, payroll, the officer's salaries shall be as follows:

Classification	
Detective – Sergeant	\$9,711.93
Sergeant	\$9,178.25
Corporal - Detective	\$8,990.37
Detective	\$8,644.58
Corporal - Officer	\$8,435.32
First Class Officer	\$8,110.90
Second Class Officer	\$7,791.72
Third Class Officer	\$7,524.44
Rookie	\$7,005.81

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## Appendix C

Effective with the January 1, 2027, payroll, the officer's salaries shall be as follows:

Classification	
Detective – Sergeant	\$10,003.29
Sergeant	\$9,453.59
Corporal - Detective	\$9,260.08
Detective	\$8,903.92
Corporal - Officer	\$8,688.38
First Class Officer	\$8,354.23
Second Class Officer	\$8,025.47
Third Class Officer	\$7,750.17
Rookie	\$7,215.98

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## **Appendix D**

1.1 **Effective with the January 2025 payroll**, based on the employee and their dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one thousand nine hundred dollars (\$1,900) per month toward the cost of medical insurance.

1.2 Any remaining balance between the \$1,900 and the actual cost of medical insurance for an employee and the employee's enrolled dependents shall be paid by the employee.

1.3 The City agrees to pay the sum of two hundred and fifty dollars (\$250.00) per month into a Health Reimbursement Account (HRA) for the benefit of all Guild members.

1.4 Employees who choose a High Deductible plan may request that the City contribute 100% of the savings to the City between HealthFirst 250 and the High Deductible plan into a Health Savings Account (HSA).

1.5 In no case shall the monthly total contribution the City will pay for medical premiums and an HRA exceed \$1,950.

### **Health & Welfare Insurance Coverage**

2025: Medical expenses of \$1,900 plus the HRA amount cannot exceed \$1,950

2026: Medical expenses of \$1,950 plus the HRA amount cannot exceed \$2,200

2027: Medical expenses of \$2,000 plus the HRA amount cannot exceed \$2,250

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# AGREEMENT

BY AND BETWEEN

CITY OF SHELTON

AND

SHELTON EMPLOYEES GUILD

REPRESENTING ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE PUBLIC  
WORKS and PARKS DEPARTMENT, EXCLUDING SUPERVISORS,  
PROFESSIONAL, CONFIDENTIAL, AND CLERICAL EMPLOYEES

JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

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## DEFINITIONS

As used herein, the following terms are defined as follows:

- "Employer" means the City of Shelton, Washington.
- "Union" or "Guild" means Shelton Employees Guild.
- "Employee" means a regular full-time or part-time employee in the bargaining unit covered by the Agreement. Benefits for part-time employees are prorated dependent upon the part-time employee's FTE status.
- "Bargaining unit" as used herein shall include regular full-time and part-time employees as set forth in the pay scale of this Agreement.
- "Supervisor(s)" means Department Heads, Superintendent, or management level Non-Bargaining unit employees.
- "Promotion" means to move up at least one classification (higher grade) with the Bargaining Unit, however, it does not mean to receive a step increase within a classification.
- "Transfer" or "Lateral" means moving within the same job classification or a position in the same grade.
- "Lower-Grade Transfer" or "Non-Disciplinary Demotion" means moving to a position in a lower grade within the bargaining unit for non-disciplinary reasons.
- "Bid" means to apply for an open position by way of submitting a current resume, current completed City of Shelton employment application, as well as a letter of interest.

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AGREEMENT

BY AND BETWEEN

CITY OF SHELTON

AND

SHELTON EMPLOYEES GUILD

REPRESENTING ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE PUBLIC WORKS  
and PARKS DEPARTMENTS, EXCLUDING SUPERVISORS, PROFESSIONALS, AND  
CONFIDENTIAL AND CLERICAL EMPLOYEES

JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement is made and entered into by and between, the CITY OF SHELTON, hereinafter known as the "Employer," and the Shelton Employees Guild, hereinafter known as the "Guild."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Individual members of the Guild are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public. The Employer recognizes that Public Employees Relations Commission, hereinafter know as PERC, certified this membership in 2012.

ARTICLE 1 RECOGNITION

- 1.1 The Employer recognizes the Guild as the sole and exclusive bargaining agency for all regular full-time and part time employees of the Department of Public Works and Parks Department, excluding supervisors, professionals, and confidential and clerical employees.

ARTICLE 2 PAYROLL DEDUCTION AND GUILD MEMBERSHIP

- 2.1 All employees in the bargaining unit have a voluntary right to join the Guild, including the payment of monthly Guild dues and fees as specified below. Employees with questions about Guild membership will be referred to a Guild representative (e.g., Guild President, shop steward, etc.) and provided with a copy of this Agreement.
- 2.2 The Employer agrees that, upon written authorization of any employee who is a member of the Bargaining Unit, demonstrating the employee voluntarily agrees to join the Guild, the Employer shall deduct from the pay of said employee the monthly amount of dues and initiation fee, as



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certified by the Guild. If the employee wishes to cancel the written authorization for dues deduction, he/she must notify the Guild in writing. The Guild shall notify the Employer of the same and instruct the Employer to discontinue the deduction no later than the second payroll after the written notification is provided. The Guild agrees to indemnify, defend, and hold the City harmless for any liabilities that arise through the City's compliance with the terms of this paragraph.

- 2.3 The City will notify the Guild of newly-hired bargaining unit employees. The Guild shall be provided thirty (30) minutes during each newly-hired employee's regular working hours for purposes of presenting information about the bargaining unit and membership in the Guild ("Guild orientation"). During Guild orientation, the Guild agrees to provide newly-hired employees with a copy of this Agreement. One (1) employee acting in the capacity of a Guild representative will be provided paid time to conduct the Guild orientation. Guild orientation shall generally occur during the City's new-hire onboarding process, but in no instance any later than ninety (90) calendar days after the first day of employment. Attendance at Guild orientation by a new-hired employee is voluntary and is not a mandatory condition of employment.

### ARTICLE 3 STANDING COMMITTEE

- 3.1 The Guild shall elect up to four (4) members to a Standing Committee to meet with the Employer, of which any three (3) can act. In conducting Labor Negotiations up to three employees may attend without loss of pay. The Employer shall have one (1) or more member(s) on the Standing Committee to act for the City of Shelton. The Guild shall notify the Employer of its members and of any changes. The committee may bring in anyone they wish to assist them.

### ARTICLE 4 SAFETY COMMITTEE

- 4.1 The Guild and the Employer agree to maintain a Safety Committee in compliance with federal and state law (WAC 296-800-130).

### ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1 A grievance shall be defined as a disagreement as to the interpretation or application of the express provisions of this Agreement. No grievance shall be entertained or processed unless it is submitted in writing within fifteen (15) business days after the occurrence of the event giving rise to the grievance or within fifteen (15) business days after the employee or the Guild has obtained or should have obtained knowledge of the occurrence of the event giving rise to the grievance. In no event will a grievance be entertained or processed unless it is received within 75 business days of the event giving rise to the grievance.
- 5.2 For purposes of this Grievance Procedure, the term "business days" shall mean those days the City of Shelton has offices open to the public, exclusive of emergency service departments. For each step of the grievance procedure below, the party responding to the grievance shall provide the other party a written response with findings. Each written response shall be provided within the timeframe of each grievance step. For example, if the Guild timely submits a Step 2 grievance, the City has seven (7) business days to submit a written response. If the Guild is not satisfied with the written response, it will have seven (7) business days from receipt of the written response to submit a Step 3 grievance.



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- 5.3 STEP 1 — The employee or the Shop Steward shall bring their grievance to the attention of the supervisor, who will investigate the cause of the complaint and work with the employee(s) to effectuate an equitable solution. The grievance shall identify the occurrence(s), issue(s) in dispute, terms of the Agreement alleged to be violated, and the remedy requested. Every effort shall be made to resolve the dispute at this level.
- 5.4 STEP 2 — If an equitable solution is not reached at the expiration of seven (7) business days, the grievant may appeal to the Director of the Department, who shall promptly meet with the Guild Standing Committee to attempt to resolve the grievance.
- 5.5 STEP 3 — If an equitable solution is not reached at the expiration of seven (7) business days, the grievant may appeal to the City Manager. Requests shall be made in writing, and mailed or delivered to the City Manager detailing the grievance.
- 5.6 STEP 4 — If the grievance is not resolved by the City Manager, the grievance may, within ten (10) business days, be referred to an arbitrator to be selected as follows:
- 5.6.1 The Guild shall file a request to the Public Employment Relations Commission for assignment of an arbitrator from the Commission's staff (WAC 391-65-070).
- 5.7 DECISION — The Arbitrator shall have no authority to amend, modify, nullify, add to, or subtract from the provisions of this Agreement and shall hold a hearing so that both parties may present their respective cases. The decision of the Arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. The decision of the Arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.
- 5.8 COSTS AND EXPENSES — The fees and expenses of the Arbitrator and the cost of a written transcript for the Arbitrator, if prepared, shall be divided equally between the Guild and the Employer. Each party shall be responsible for compensating its own representatives, attorneys and witnesses, and purchasing its own copy of any written transcript.
- 5.9 TIME LIMITS — Time limits referred to in this Article may be waived only by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. If the Guild does not timely advance the grievance to the next step, any remedy awarded (e.g., backpay) from such grievance shall exclude the untimely time period.

## ARTICLE 6 HOURS OF WORK/OVERTIME

- 6.1 ALL DEPARTMENTS — For most bargaining unit positions, the work schedule shall generally consist of five (5) eight (8) hour days, four (4) ten (10) hour days, or an alternative work schedule. Except for Wastewater Treatment Plant employees, all scheduled work weeks shall include a minimum of two (2) consecutive days off. At the discretion of the Director of the Department, an alternate work schedule may be established as appropriate to the needs of the Employer. When possible the Employer will provide advance notice to the employee of any changes in work schedule.
- 6.2 Scheduled Overtime Assignments: The Employer shall assign scheduled overtime work to



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employees that are available and qualified to perform the work. All work performed in excess of the regularly scheduled work day or in excess of forty (40) hours per week, not in conjunction with the regular shift, shall be paid at the minimum of two hours at the overtime rate of one-and-one-half (1.5X) times the regular rate of pay.

- 6.3 Employees assigned to work at the Wastewater Treatment Plant may be assigned to a regular schedule consisting of four (4) hours on Saturday, four (4) hours on Sunday, four (4) eight (8) hour days on Monday through Thursday inclusive, and Friday off. Weekend on-call shift hours are paid at the regular hourly rate.

Example 1: An employee scheduled to work five (5) eight (8) hour days, they may work Monday through Friday, 7:30 AM to 4:00 PM, with the on-call shift being four hours on Saturday, four hours on Sunday, with the following Friday off.

Example 2: An employee scheduled to work four (4) ten (10) hour days, they may work Monday through Thursday 7:00 AM to 5:30 PM with the on-call shift being four hours on Friday, three hours on Saturday, three hours on Sunday, with the following Thursday off.

- 6.3.1 WWTP EMPLOYEE ON-CALL DUTIES: On-call shifts occur on a 24-hour basis, from 12:00 AM through 11:59 PM, and will be equitably divided among all eligible WWTP employees. On-call employees will receive an on-call premium of \$40.00 per day.

- 6.3.2 Cell phone-initiated changes to SCADA and corresponding overtime is limited to those employees who are regularly scheduled to be on-call or during their regularly scheduled working hours. Except however, in the event the on-call Operator is not able to make the necessary process changes, either due to not having the appropriate certifications, or unavailability to make such changes, the Operator making the changes will be compensated the appropriate overtime pay dependent on whether the SCADA changes were made remotely or in person. In such case, compensation for SCADA changes made remotely via mobile phone will 0.5 hours (30 minutes) of overtime; compensation for SCADA changes in person will be 3.0 hours of overtime.

- 6.3.3 Regardless of the foregoing, Operators must be a certified Tech III in order to make process changes, or work under direct supervision of a Tech III, authorized to make such changes.

- 6.4 COMPENSATORY TIME — With the written authorization of the Superintendent or designee, an employee may accrue up to 80 hours of compensatory time during the calendar year in lieu of paid overtime. Compensatory time may be used in the same manner as vacation time. At the end of each calendar year, the City will cash out any compensatory time that is more than one (1) year old as of December 31st.

- 6.5 NON-WWTP EMPLOYEE ON-CALL DUTIES - The City shall establish an on-call rotation for all qualified employees occupying positions at the level of Operator and above (e.g., Operator, Field Supervisor, Assistant Field Supervisor, etc.). This on-call rotation is separate from the on-call rotation applicable to WWTP employees. On-call duty includes all hours outside of the



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City's regular business hours, including 24 hours per day on weekends and holidays. On-call employees will receive an on-call premium of \$40.00 per day. At the option of the City, qualified employees who are placed on the on-call rotation shall be provided either a City-issued cellphone or monthly cellphone allowance per City Policy 200-1610, with employees following the terms of the policy. Employees placed on-call will follow the terms of the City's on-call policy.

- 6.6 SUMMER SCHEDULE – From spring to fall of each year of this Agreement, employees may be eligible to work a ten (10) hour shift four (4) days per work week, as determined on a case-by-case basis by management, based on operational needs, with at least ten (10) business days of notification by the City, or as soon as practicable.

A goal of the 4/10 Summer Schedule is to provide employees with three (3) consecutive days off per week. Items such as special projects, employee vacations, and community festivals may modify the days worked each week. Management reserves the right to schedule the working days for each employee, but guarantee a minimum of two (2) consecutive days off per work week, per Section 6.1.

## ARTICLE 7 VACATIONS

- 7.1 Vacations are authorized for all regular full-time employees shall accrue monthly, as follows:

Years of Service	Hours Per Month	Hours Per Year
0 through 5	10 Hours	120 hours
Beginning 6 through 10	14 Hours	168 hours
Beginning 11 through 15	18 Hours	216 hours
Beginning 16+	22 Hours	264 hours

Vacations are also authorized for all regular part-time employees on a pro-rated basis. Vacation time off is paid at the employee's base pay rate at the time of vacation.

- 7.2 Vacation leave shall generally be requested two (2) weeks in advance of the commencement of leave. Vacation leave shall be approved and authorized by the Superintendent or designee so long as the request does not unduly interfere with operations.
- 7.3 If an employee has no sick leave accrued and is sick, they may opt to take vacation time accrued before taking unpaid leave.
- 7.4 Where employment commences on or before the fifteenth day of any month, vacation leave shall accrue as of the first day of such month; where employment commences after the fifteenth day of any month, vacation leave shall accrue as of the first day of the following month.
- 7.5 Vacation shall accrue and accumulate except during an unpaid leave of absence greater than 30 days. Accrued vacation is posted and available for use on a monthly basis. If an employee has more than 10 hours of leave without pay in any given month vacation accruals will be pro-rated.

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- 7.6 Employees may carry unused vacation time forward to the next calendar year. Employees shall be allowed to accrue their vacation time up to a maximum "cap" of two times (2x) of the employee's current accrual rate (e.g., an employee accruing 18 hours per month (216 hours per year) is subject to a 432-hour accrual cap). Any hours accrued over the "cap" shall be forfeited by the employee. It shall be the sole responsibility of the employee to assure that their vacation accrual does not exceed the "cap" amount.
- 7.7 Any vacation accrual over the "cap" shall only be allowed under the most critically extenuating circumstances, which shall have been pre-approved by the Department Head and the City Manager.
- 7.8 Upon separation of employment, regular status employees who have completed their probationary or introductory period shall be paid for all eligible vacation time that has been earned through the last day of work. If employment ends on or before the fifteenth of the month, the employee does not get the vacation time accrual for that month. If employment ends after the fifteenth of the month, vacation time is accrued for that month and shall be paid.
- 7.9 Refer to Personnel Policy 200-1360, Retirement Benefits, regarding vacation pay-off upon retirement.

## ARTICLE 8 HOLIDAYS

- 8.1 The following legal holidays shall be observed by bargaining unit employees:

<u>Holiday</u>	<u>Date To Be Observed</u>
New Year's Day	January 1
M.L. King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas	December 25
Two Personal Holidays	At Employee's Choice

- 8.2 Whenever any legal holiday falls on a Saturday, then such holiday shall be celebrated on Friday. Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday.
- 8.3 All DEPARTMENTS — When an alternative work schedule is in effect, the employee may use eight (8) hours of holiday leave on the legal holiday. To complete the work week, through mutual agreement with the Superintendent or designee, the employee may:
- 8.3.1 Use vacation leave or compensatory time for any remaining regularly scheduled work hours for the day on which the holiday falls; or



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- 8.3.2 Work those remaining hours on one (1) or more regularly scheduled work days within the work week containing the holiday; or
  - 8.3.3 Work a regular five-day, eight-hour work week for the week containing the holiday.
  - 8.4 If the legal holiday is a regularly scheduled day off, the employee may use eight (8) hours of holiday leave at a time mutually agreeable to the employee and the Employer, but generally within the same work-week.
  - 8.5 Floating Holidays - Floating holidays shall be taken pursuant to the following guidelines:
    - 8.5.1 In addition to the recognized national holidays listed above, eligible employees shall receive two (2) floating holidays in each calendar year. To be eligible, employees must successfully complete six (6) months of employment with the City.
    - 8.5.2 Where employment commences on or before the fifteenth (15th) day of any month, floating holidays shall accrue as of the first day of such month. Where employment commences after the fifteenth (15th) day of any month, floating holidays shall accrue as of the first day of the following month.
    - 8.5.3 An employee may use up to sixteen (16) hours of personal holiday time each calendar year, provided;
      - 8.5.3.1 The employee has given not less than 14 calendar days written notice to the Superintendent or designee; provided, however, the employee, Superintendent or designee may agree upon an earlier date; and
      - 8.5.3.2 The number of employees selecting a particular day off or any other factor does not prevent the Employer from providing continued public service.
  - 8.6 The personal holiday time must be taken during the calendar year or entitlement to the day will lapse. The employee may be granted an extension only by the City Manager and only when the employee can show that the Employer has unduly denied the employee an opportunity to schedule and use personal holiday(s).
  - 8.7 When the Superintendent or designee are unable to grant all requests for a particular holiday and assure continued public service in the Department, the earliest request will be given first consideration.
  - 8.8 Each employee who works on any holiday shall have the option to be paid at the rate of one-and-one-half (1.5X) times the regular rate of pay for all hours worked in addition to regular pay or to be given time off at the time-and-one-half rate in lieu of overtime pay, subject to the compensatory time cap. If the employee elects time off, it shall be taken at a time mutually agreed upon by employee and the Superintendent or designee.

## ARTICLE 9 SENIORITY

- 9.1 PROBATION — All new employees, including rehires, shall be considered as probationary employees and must successfully complete a six (6) month probationary period before



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attaining regular employee status. During the probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the Employer and such action shall not be subject the grievance procedure. The probationary period may be extended one-time for up to six (6) months if justification is provided in writing to the employee and the Guild. Additional extensions to the probationary period may be applied with mutual agreement of the parties.

**9.2 PROMOTIONS AND TRANSFERS** — When a job opening occurs, such opening shall be filled in the following manner:

9.2.1 Permanent Vacancy — When a vacancy within the bargaining unit is created due to a termination, separation, promotion, demotion, or as the result of a new position, and the Employer determines to replace the previous incumbent and/or hire a new employee, employees within the bargaining unit, shall have the opportunity to bid for that position before the vacant position is filled from the outside. Bargaining unit employees interested in applying for the position shall submit a letter of interest within five (5) business days of the position being posted by the City. The Employer will then consider qualifications, training, education, performance, and seniority in evaluating the bid(s) and in deciding if the position should be opened for external recruitment. If a vacancy is posted externally by the City, interested bargaining unit employees who have not yet applied may still submit a letter of interest.

9.2.2 Posting — Notice of permanent bargaining unit vacancies shall be posted on bulletin boards in the respective divisions for seven (7) calendar days. Employees interested in applying for the vacancy shall apply in accordance with the terms of Article 9.2.1.

9.2.3 Return — Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice.

**9.3 PROCEDURES FOR REDUCTION IN PERSONNEL** - Employees will be laid off in accordance with their seniority and their ability (as determined by the Employer), to perform the remaining work available without significant further training. Ability to perform the work shall take into consideration the employee's training, experience, skills, educational requirements (where appropriate), and specific licenses and certifications related to the job. When two (2) or more employees have relatively equal qualifications (skills, knowledge, abilities, experience, and certifications) to do the work without further training, the employee(s) with the least seniority will be laid off first. To avoid layoff, an employee may bump the least senior employee in any classification that they previously held, and are able and qualified to perform the work without further training. If two (2) or more employees were hired on the same date prior to the execution of this Agreement, seniority shall be determined alphabetically based on last name. Any employee hired after the execution date of this agreement shall establish seniority by date and time of hire.

**9.4 RECALL PROCEDURE** — Employees shall be recalled in the reverse order of layoff to perform the remaining work available without significant further training prior to hiring any new employee to perform the work. The Employer has no obligation to recall an employee after he or she has been on continuous layoff for a period of three (3) years. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the individual.



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- 9.5 LEAVE OF ABSENCE — Any employee elected or appointed to permanent Guild office, or as a delegate on behalf of the Guild, necessitating a leave of absence, may at the discretion of the Department Director be granted leave of absence by the Employer, provided sufficient advance notice is given so that such employee's work may be properly cared for. Any employee absent pursuant to such leave of absence shall retain and accumulate all seniority rights. All such leaves of absence shall be granted in writing by the Employer and a copy of the letter granting such leave shall be filed with the Guild and with the employee.
- 9.6 RETENTION OF SENIORITY — Seniority shall be retained and accumulated for any employee who has been promoted to a position out of the bargaining unit for a period of twelve (12) months, at the end of which time his/her seniority shall be forfeited.

#### ARTICLE 10 WAGES AND CLASSIFICATIONS

- 10.1 Progression through the step plan in Appendix A, B, and C shall be based upon satisfactory performance as determined by the Employer in consultation with the Superintendent or designee.
- 10.2 WAGES - Effective January 1, 2025, employees shall receive a 3.0% increase in wages as reflected in Appendix A.
- 10.6 The overtime rate of pay shall be determined by multiplying the above hourly rate by 1.5.
- 10.7 OUT OF CLASS PAY — An employee who is appointed by the Employer temporarily to work outside of their job classification for more than one (1) week will receive pay consistent with the applicable salary schedule but in no event be paid more than 10% of their regular wage rate. The out of class pay shall not apply retroactively. Assistant Field Supervisor and WWTP Tech positions are not eligible for out of class pay

#### ARTICLE 11 LONGEVITY

- 11.1 The Employer agrees to the following longevity pay scale which shall be added to the monthly pay of each employee eligible:

Beginning 5th year — \$ 50.00  
Beginning 10th year — \$100.00  
Beginning 15th year — \$150.00  
Beginning 20th year — \$200.00  
Beginning 25th year — \$250.00  
Beginning 30th year — \$300.00  
Beginning 35th year — \$350.00

#### ARTICLE 12 DIRECT DEPOSIT AND PAYDAYS

- 12.1 Employees are required to enroll in direct deposit at a financial institution of their choice. Employees are paid on the 10th day of each month for the period beginning on the sixteenth



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through the last day of the previous month and on the 25th day of each month for the period beginning on the first day through the fifteenth day of the current month. If a payday falls on a weekend or holiday, employees are paid on the preceding workday. Payroll checks or stubs shall identify the amount earned, hours worked, overtime and the deductions made.

#### ARTICLE 13 SICK LEAVE AND PAID FAMILY AND MEDICAL LEAVE

- 13.1 All regular full-time employees shall be entitled to accrue eight (8) hours of sick leave for each month of employment. Full-time employees may accrue an unlimited amount of sick leave during the calendar year, however, annual carryover is limited to nine hundred sixty (960) hours, with any excess forfeited at year end. Part-time employees budgeted at least twenty (20) hours per week (0.5+ FTE) earn sick leave on a prorated basis. Parttime employees budgeted below (20) hours per week (<0.5 FTE) earn sick leave at the rate of one (1) hour of sick leave for every forty (40) hours actually worked, with a maximum annual carryover of forty (40) hours. To ensure compliance with Washington's Paid Sick Leave Law, the City will track statutory sick leave accruals separately from the more generous accruals provided by this Agreement.
- 13.2 Sick leave may be used for the following authorized purposes:
- 13.2.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- 13.2.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. Solely for purposes of Article 13.2.2, "family member" shall be defined to include children (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), parents (Including biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouses, registered domestic partners, grandparents, grandchildren, and siblings.
- 13.2.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 13.2.4 When the employee is authorized to use sick leave for absences that qualify for leave under Washington's domestic violence leave act, RCW 49.76 et seq.
- 13.2.5 Any other authorized purpose required by State law.
- 13.2.6 Medical appointments and other partial-day sick leave absences shall be accounted for by actual time off, rounded to the next nearest one-half hour.



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- 13.3 For absences exceeding three (3) days, the City may request medical verification confirming that sick leave was taken for an authorized purpose. When requested, an employee shall have ten (10) calendar days, beginning from the date of the first sick leave absence, to obtain and provide medical verification to the City. On a case-by-case basis, an employee is subject to excusal from providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the City. An employee excused from the requirement may be required to submit alternative verification.
- 13.4 Any employee shall be subject to disciplinary action for misuse of sick leave.
- 13.5 Unless confined to a hospital, or on extended sick leave stay previously approved by the City, an employee must call before their scheduled shift and notify the Superintendent or designee, as appropriate, of their need for sick leave. When an employee's need for sick leave is unforeseeable, such as emergencies, the employee shall attempt to notify the Superintendent or designee as soon as possible before the start of their shift, however, if advance notice is not possible, the employee shall provide notice as soon as possible thereafter, no later than the start of the next scheduled shift. For emergencies, an employee may ask a representative (e.g., friend, family member, caregiver, co-worker) to provide notice on the employee's behalf. No sick leave shall be granted in less than one-half hour increments.
- 13.6 **BUYBACK** — Once an employee has attained a minimum of four hundred eighty (480) hours of accumulated sick leave, the employee has the following options:
- 13.6.1 He or she may accumulate any sick leave earned during the working year beginning on January 1st and ending on December 31st of that year, subject only to an annual carryover maximum of nine hundred sixty (960) hours.
- 13.6.2 The employee may redeem up to a maximum of ninety-six (96) hours of sick leave in December of each year, at the rate of \$15.00 per hour, provided the employee maintains a balance of at least 480 hours after the redemption.
- Example #1: An employee starts the year with 480 hours, accrues an additional 96 hours during the calendar year, but uses 40 hours due to a sickness, and therefore ends the year with 536 hours. The employee may redeem a maximum of 56 hours.
- Example #2: An employee starts the year with 700 hours, accrues an additional 96 hours during the calendar year, but uses all 96 hours due to a sickness, and therefore ends the year with 700 hours. The employee may still redeem a maximum of 96 hours because he/she will maintain a minimum balance of at least 480 hours after the redemption.
- 13.6.3 The employee shall notify the Employer on or before December 1st of the current working year of his or her intent to accumulate or redeem the sick days earned during that working year.
- 13.7 Employees may cash-out sick leave under this section at the following rates:
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Reason	Percentage of total accrued, unused leave
Termination for cause or Resignation in Lieu of Termination	0%
Voluntary Resignation	25%
Layoff	50%
Death	100%
Retirement (PERS)	100% for first 360 hours, 25% for up to an additional 360 hours
Permanent Disability Separation	100%

Note: An employee is "permanently disabled" by verification and determination of the state Department of Retirement Services or the federal Social Security Administration.

- 13.8 If an employee is unable to work due to an on-the-job illness or injury, and the employee is also receiving Workers' Compensation time-loss payments or any other insurance provided by the City, the employee shall receive sick leave in an amount which, when combined with the time-loss or other insurance payments, shall equal the employee's regular salary. Upon returning to work, the employee shall cooperate with the City to reconcile the correct deduction of sick leave and/or reimbursement of payments to achieve the employee's regular salary.
- 13.9 Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Benefits for this program are funded by a payroll tax paid to the State of Washington and subject to annual revision, with the Employer and Guild agreeing to the statutory default cost-sharing percentages listed in RCW 50A.04.115 (i.e., the City pays 55% of medical premiums, employees pay 45% of medical premiums and 100% of family premiums). The City reserves the right to self-insure, provided benefits remain the same or better to employees. In addition, during the term of this Agreement, the City reserves the right to reopen this Agreement for the sole purpose of bargaining the interplay between the Family and Medical Leave Program and the other paid leave provided by this Agreement,

#### ARTICLE 14 GROUP MEDICAL, DENTAL, AND VISION INSURANCE

- 14.1 The Employer offers full-time employees and their enrolled dependents a choice between four health insurance plans offered by the Association of Washington Cities (AWC): (1) HealthFirst 250; (2) Kaiser 200; (3) HealthFirst High-Deductible Health Plan (HDHP); and (4) Kaiser High-Deductible Health Plan (HDHP).
- 14.1.1 For 2025, on a monthly basis, the Employer shall contribute a flat-dollar amount of up to \$1,875.00 toward the cost of health insurance premiums. To be eligible for this monthly contribution, the employee must actually enroll in one of the four AWC plans. Any remaining balance owed for the cost of the premiums shall be paid by the employee.
- 14.1.2 Employees not utilizing the full monthly contribution by the City may open a Health



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Reimbursement Account (HRA) and request the City deposit the difference, up to a maximum of seventy-five dollars (\$75) per month, into the HRA. Employees are solely responsible for all fees charged by the HRA.

14.1.3 Employees who enroll in an HDHP option and open a Health Savings Account (HSA) will receive 100% of the cost difference between HealthFirst 250 and the selected HDHP, deposited into their HSA on a monthly basis.

14.1.4 Part-time employees budgeted at thirty (30) hours per week (0.75 FTE) or greater are eligible for enrollment in health insurance, and will receive a monthly contribution from the City on a pro-rated basis. Part-time employees budgeted below thirty (30) hours per week (0.75 FTE) are not eligible for health benefits.

14.2 VISION - The Employer shall pay 100% of the premiums for the VSP vision care plan.

14.3 DENTAL - The Employer shall pay 100% of the premiums for the AWC Dental Plan E.

14.4 The Employer shall pay the above premiums for dependents for an additional 30-day period and 90 days for the employees if laid off or disabled.

14.5 No changes may be made under this section unless the overall level of benefits under the proposed policy is comparable to the overall level of benefits provided above.

#### ARTICLE 15 LIFE INSURANCE

15.1 The City will provide for, on behalf of each employee, a term life insurance policy with a \$100,000 benefit for the employee. The spouse of each employee is covered in the amount of \$10,000, and each dependent child shall be covered in the amount of \$2,000. However, at no time shall the amounts provided violate the provision of RCW 48.24.030. The City shall pay the full premium cost for the above life insurance coverage. Employees may continue to elect to purchase supplemental life insurance in accordance with the program(s) offered by the City.

#### ARTICLE 16 DISABILITY INSURANCE

16.1 The Employer shall provide long term disability insurance to each employee covered by this contract. The plan shall provide 60% benefit level payable after a ninety (90) day elimination period.

16.2 The Employees may establish a Retiree Medical Savings Plan through employee contributions,

#### ARTICLE 17 CALL BACK

17.1 Any Guild member shall be given a minimum of three (3) hours overtime when called back to work. Call back is defined as follows: When Guild members have completed their regular shift or period of work and have left the City Shop, WWTP Plant, Civic Center, or other regularly-assigned work location.

#### ARTICLE 18 MEAL STIPEND



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- 18.1 Any employee shall receive a meal stipend of fifteen dollars (\$15) in the event of an emergency situation when he or she has worked more than two (2) hours overtime at the end of their regular shift or four (4) hours overtime as a result of a call back. The employee shall receive an additional meal stipend for every four (4) hours of additional overtime worked.

#### ARTICLE 19 JURY DUTY PAY

- 19.1 Any employee, who is required to perform jury duty, including grand jury duty, shall be compensated at their regular rate for time served in performance of jury duty. If jury service is at a time other than the employee's regularly scheduled day, the employee may accrue compensatory time for jury service. The Employer may require documentation from the court substantiating time served on jury duty. Any stipend received for jury duty shall be returned to the Employer and any mileage costs paid to the employee shall be retained by said employee.

#### ARTICLE 20 WORK RELATED CLOTHING

- 20.1 The Employer shall provide five hundred dollars (\$500.00) for purchasing work related clothing items for each bargaining unit employee. Employees are responsible for having work related clothing in good condition at the work site each day.
- 20.2 The work-related clothing allowance shall be paid annually on the April payroll check.
- 20.3 Work-related clothing shall mean:
- Work Boots
  - Rain Gear (top bottom and boots)
  - Insulated Bib Overalls
  - Coat
  - Work Shirts
  - Work Pants
- 20.4 The Guild and the City agree to the creation of a voluntary training program for Maintenance Workers (both Public Works and Parks). This voluntary training program is for Maintenance Workers that currently hold a Class B CDL or higher. Employees may enter the program at any point throughout the year. Mid-year trainees will be placed at the end of the rotation. Participants will be scheduled per seniority on a rotating monthly basis. The amount of training time may vary per employee. Participants of this program will be evaluated each calendar year for continuing eligibility. There will not be any guaranteed amount of training promised to the employee from the Guild or the City. Participation does not assure an Operator position will be granted. If qualifications and abilities are equal, seniority shall prevail. An Operator must accompany trainees at all times. This non-probationary program can be altered by any mutual agreements between the City and the Guild, and may be terminated by the City at any time.

#### ARTICLE 21 SAVINGS CLAUSE

- 21.1 Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### ARTICLE 22 MISCELLANEOUS PROVISIONS



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- 22.1 A bulletin board shall be provided for the Guild notices. The Guild shall keep the board in good order. Guild shall hold Employer harmless for any loss resulting from anything on the bulletin board.
- 22.2 The City will notify the Guild within ten (10) business days of receipt of a public records request that seeks records containing information that specifically and personally identifies an affected bargaining unit employee. The City will notify the Guild within ten (10) business days of any public records request that specifically identifies and seeks records regarding the Guild.

#### ARTICLE 23 NOTICE OF DISCIPLINE AND DISCHARGE

- 23.1 JUST CAUSE — The Employer may discipline and discharge employees for just cause.
- 23.2 NOTICE — The Employer shall notify the bargaining unit member of any punitive disciplinary action concurrent with commencement of the action.
- 23.3 PROGRESSIVE DISCIPLINE — The Employer agrees that, with the exception of Instances of egregious misconduct, discipline will generally proceed from less severe to more severe (for example: oral warning - written warning - suspension - termination). However, the Employer retains the sole right to determine what level and type of discipline should be imposed.
- 23.4 TERMINATION — Non-probationary employees shall be notified in writing of the reason(s) for discharge at the time of or prior to separation. The Guild shall be furnished with a copy of the reasons for discharge concurrent with commencement of the action.
- 23.5 PROBATIONARY EMPLOYEES — The Employer may separate probationary employees with or without cause.
- 23.6 In the event of documented reprimand is placed in an employee's permanent personnel file, after one year from the date of the reprimand the employee may request that the Employer remove such reprimand from the file. Removal of said reprimand shall be at the sole discretion of the Employer and the Employer's decision shall not be the subject of a Grievance.

#### ARTICLE 24 NON-DISCRIMINATION

- 24.1 The Employer and the Guild shall not discriminate employees based on their color, race, religion, creed, age, sex, sexual orientation, gender expression or identity, national origin, marital status, military status, status as an honorably discharged veteran, genetic information, or mental or physical disability, in accordance with State and Federal rules and regulations. Bona fide occupational qualifications based on the above traits do not violate this section. Employees may challenge practices or actions that they allege violate the provisions of this Article through the City's policies and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to arbitration under Article 5 of this Agreement.

#### ARTICLE 25 MANAGEMENT RIGHTS

- 25.1 Any and all rights concerned with the management and operation of the Department of Public Works, including Engineering, and the Parks Department, are exclusively that of the Employer



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unless otherwise specifically provided by the terms of this Agreement. The Employer has the right, among other actions, to adopt rules for the operation of the Department and conduct of the employees, to discipline, suspend, or discharge employees for cause, to assign work, determine Job content and job duties of employees, and determine the number of personnel to be assigned duty at any time, to determine and introduce new methods or facilities to increase productivity, to determine the work and shift schedule, to establish performance standards and evaluations, to contract for goods and services for operation of the Department, and to perform all of the functions not otherwise expressly limited by this Agreement.

#### ARTICLE 26 GUILD RIGHTS

- 26.1 The Guild has all rights which are specified in the provisions in this Agreement and retains all rights granted by law, except as such rights may be limited by the provisions of this Agreement.

#### ARTICLE 27 NO STRIKE-NO LOCKOUT

- 27.1 Neither the Guild nor its officers, agents, representatives, or members shall instigate, promote, cause, engage in or authorize its members to instigate, promote, cause or engage in any strike, sympathy strike, shutdown, slowdown, picketing or any other stoppage of work or interference of any kind with operations during the life of this Agreement.
- 27.2 There shall be no lockout by the Employer during the term of the Agreement

#### ARTICLE 28 EMERGENCY COOPERATION

- 28.1 The City and the Guild agree to work in partnership toward a flexible and expeditious response to man-made and natural disasters and emergencies, including potential emergency conditions arising from or related to technology problems. For the purpose of this Article "emergency or disaster" shall have the meaning as provided in RCW 38.52.010 (6). Under conditions of emergency or disaster, the Guild agrees that In accordance with its management rights provisions of this Agreement the City may take the following emergency actions: (1) assign out-of-class work to bargaining unit employees; (2) assign bargaining unit work to excluded employees and/or management employees; (3) assign duties to bargaining unit employees which are not within the job descriptions of the employee(s); (4) hire temporary and contract employees to do bargaining unit work when no qualified member of the bargaining unit is available; (5) in the event of a serious revenue shortfall resulting from an emergency or disaster, the City may offer bargaining unit employees the option of a temporary reduction in their compensation in lieu of reduction in force. Under the conditions of an emergency or disaster, the Guild agrees that so long as the emergency actions described herein are undertaken during the existence of an emergency or disaster (with a City Council declaration of an emergency or disaster as soon as practicable), or the period of recovery immediately following an emergency or disaster, such action shall not constitute a violation of any terms or conditions of the Agreement.

#### ARTICLE 29 DEFERRED COMPENSATION

- 29.1 The Employer shall contribute matching funds into one of the City's adopted deferred compensation programs as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six and two-tenths percent

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(6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.

#### ARTICLE 30 LIFE OF AGREEMENT

30.1 This Agreement shall remain in full force and effect from January 1, 2025 through December 31, 2025. The Guild and Employer shall give written notice on or before September 1st of any year the contract is due to be amended or terminated provided that if notice of modification or termination is given, this Agreement shall remain in effect up to one (1) year thereafter during the term of negotiations for a replacement Agreement, consistent with RCW 41.56.123. On notice, the parties shall meet and negotiate in good faith to arrive at agreed modification or successor contract to be effective at the expiration of the term thereof. The prior contract currently in existence is hereby rescinded and this Agreement substituted in its stead, as comprising the entire Agreement currently existing between the parties.

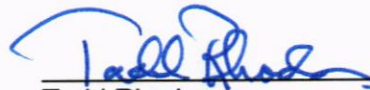
In witness whereof, the parties have executed the Agreement as their free and voluntary act on the dates set forth below.

CITY OF SHELTON

SHELTON EMPLOYEES GUILD

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Todd Rhodes  
Guild President

11-14-24  
\_\_\_\_\_  
Date



## APPENDIX A - 2025 Wages

SALARY SCHEDULE		Base Min.	End of 6 Mths.	End of 1 Yr.	End of 18 Mths.	End of 2 Yrs.	End of 3 Yrs.	End of 4 Yrs.	End of 5 Yrs.	End of 6 Yrs.
Position	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Custodian	14	21.25	22.31	23.42	24.60	25.34	26.10	26.88	27.69	28.52
Maintenance Worker	16	23.36	24.52	25.75	27.05	27.85	28.69	29.55	30.44	31.35
Wastewater Treatment Plant Tech Train	17	25.40	26.67	28.00	29.40	30.28	31.19	32.13	33.09	34.08
Heavy Equipment Operator	18	26.94	28.29	29.72	31.20	32.14	33.09	34.09	35.11	36.16
Sr. Heavy Equipment Operator	19	28.29	29.70	31.20	32.75	33.74	34.75	35.79	36.86	37.98
Wastewater Treatment Plant Tech I	19	28.29	29.70	31.20	32.75	33.74	34.75	35.79	36.86	37.98
Asst. Water Quality Specialist	19	28.29	29.70	31.20	32.75	33.74	34.75	35.79	36.86	37.98
PW Technician	19	28.29	29.70	31.20	32.75	33.74	34.75	35.79	36.86	37.98
Wastewater Treatment Plant Tech II	20	29.72	31.20	32.75	34.39	35.42	36.49	37.58	38.71	39.87
Water Quality Specialist	20	29.72	31.20	32.75	34.39	35.42	36.49	37.58	38.71	39.87
Master Mechanic	20	29.72	31.20	32.75	34.39	35.42	36.49	37.58	38.71	39.87
Wastewater Treatment Plant Tech III	21	31.19	32.75	34.39	36.11	37.19	38.31	39.46	40.63	41.86
Ass. Field Supervisor	22	32.75	34.39	36.11	37.91	39.06	40.23	41.44	42.67	43.96
Field Supervisor	24	36.11	37.91	39.81	41.81	43.05	44.35	45.68	47.05	48.46

COLA Adjustments:  
2025 = 3.0%

### I. NEW EMPLOYEE WAGE PROGRESSION

**Step A through D Placement:** A new employee placed in Steps A through D will receive step increases every six (6) months until they reach Step E. Then the employee will advance to Step F and higher following 12 months in each step. Six-month increases are only applicable for the first two (2) years of City employment.

**Step E or Higher Placement:** A new employee placed in Step E or higher will advance to the next step following 12 months in each step.

### II. PROMOTIONAL WAGE PROGRESSION

#### Employees Making Lateral and Approved Lower-Grade Transfers

An employee laterally transferring within the same job classification or a position in same grade will maintain their grade and step, and their current position date for the purposes of step increases. With management's prior approval, an employee transferring to a lower grade within the bargaining unit maintain their current grade and step until their wage rate is less than any step increase that they would have received per the wage table, and then will be increased accordingly.



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### **Employees Promoted Within 24 Months of City Employment**

An employee promoted within their first 24 months of employment (Steps A through D) will receive a pay increase of 5% over their current wage or the closest step in the higher grade that provides a pay increase, whichever is greater. The employee will waive one 6-month step progression. After one year in the promoted position, the employee will bypass the next step and continue advancing through the wage schedule based on their promotion date.

### **Employees Promoted After 24 Months of City Employment**

An employee promoted after 24 months (Steps E through I) of employment will receive a pay increase of 5% over their current wage or the closest step in the higher grade that provides a pay increase, whichever is greater. The employee will continue advancing through the wage schedule based on their promotion date. An employee's base wage rate shall not exceed the rate provided in Step I.

### **Example**

*During a new employee's first two years of City employment, they will progress through the wage step structure, as provided in the below example. Any employee employed with the City longer than two years is not eligible for six-month step increases; these employees are only eligible for annual wage step increases.*

*Bart gets hired on with the City January 2, 2022, as a maintenance worker and is placed in Grade 16, Step A (\$21.28). The City gives 6-month increases to employees within their first two years of employment only if you land in a six-month step which is A through D. On July 2, 2022 – Bart receives a six-month increase to maintenance worker, Step B (\$22.34).*

*On September 2, 2022, Bart is promoted to heavy equipment operator and receives Grade 18, Step A (\$24.54), because it is larger than his previous wage +5%. September 2 will be his new anniversary date for determining future increases.*

*On March 2, 2023, he receives a six month increase to Grade 18 Step B (\$25.77), because it is six months from his promotion date but still within 2 years of his hire date of January 2, 2022.*

*On September 2, 2023, he receives another six-month increase to Grade 18 Step C (\$27.06), because it is another six months past his promotion date but still within 2 years of his hire date of January 2, 2022.*

*On January 2, 2024, Bart reaches two years of employment and is no longer eligible for six-month increases.*

*On September 2, 2024, Bart celebrates two years in the position. He is no longer eligible for six-month increases because he has been employed for two years with the City. Thus, he skipped the six-month increase to Grade 18 Step D (\$28.41) and moves instead to Grade 18, Step E (\$29.26), and continues to get yearly step increases in September until he has progressed through the salary schedule or receives another promotion.*

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2022 Wages (Hourly)										
SALARY SCHEDULE		Base	End of 6	End of 1	End of 18	End of 2	End of 3	End of 4	End of 5	End of 6
Position	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Maintenance Worker	16	21.28	22.34	23.46	24.63	25.37	26.13	26.91	27.72	28.55
Heavy Equipment Operator	18	24.54	25.77	27.06	28.41	29.26	30.14	31.05	31.98	32.94

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## APPENDIX B - WWTP Technician Training Program

The Guild and the City agree to the creation of a WWTP Technician training program to develop technicians and ensure uninterrupted facility management by certified employees. Wage rates applicable to the training program are listed in Appendix A.

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# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

CITY OF SHELTON

AND

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
IAMAW WOODWORKERS LOCAL LODGE W-38

(Representing Customer Service Employees)

January 1, 2025 - December 31, 2027



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COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
CITY OF SHELTON, WASHINGTON  
AND  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
IAMAW WOODWORKERS LOCAL LODGE W-38  
  
(Representing Customer Service Employees)

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**ARTICLE 1      PREAMBLE**

- 1.1      This Agreement is made and entered into by and between the City of Shelton, hereinafter known as the "City" and the International Association of Machinists and Aerospace Workers, IAMAW Woodworkers Local Lodge W-38, hereinafter known as the "Union."
- 1.2      It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.
- 1.3      The members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

**ARTICLE 2      RECOGNITION**

- 2.1      The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours, and working conditions for all regular full- time and regular part-time clerical employees of the City of Shelton, excluding supervisors, professionals, confidential employees, temporary employees, and all employees covered by another collective bargaining agreement. Based on the City's operational needs (e.g., to serve as backup), the City may assign the non-represented Accounting Assistant position to temporarily perform the duties for the Customer Service Representative and Customer Service Specialist positions.
- 2.2      If a temporary position is filled for more than 120 days and the Union believes that the position should be recognized for inclusion in the bargaining unit, the Union shall notify the City in writing of the reason(s) for including the position in the bargaining unit. Within ten (10) business days of receipt of such notice, the City and the Union agree to meet to discuss inclusion and to attempt to resolve the matter between the parties. If resolution is not achieved at this meeting, the parties agree to refer the matter to PERC for final resolution.

**ARTICLE 3      UNION SECURITY**

- 3.1      UNION MEMBERSHIP OPTIONS - All bargaining unit employees whose normal schedule
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is at least 60 hours per month may become and remain members in good standing of the Union. Employees may choose not to join the Union and have no obligation to make payments or payroll deductions payable to it. Neither the City nor the Union may interfere with, restrain, coerce, or discriminate against an employee based upon their decision regarding Union membership or providing it financial support.

- 3.2 PAYROLL DEDUCTION - Upon timely receipt of a written authorization form executed by an individual employee and certifying the employee's voluntary decision to be a member of the Union and to authorize payroll deductions, the City agrees to make the appropriate payroll deductions. The written authorization form (Appendix E) will provide the right for the employee to withdraw from Union membership and cease deductions of dues and assessments during a thirty consecutive day period on not less than an annual basis.
- 3.3 CITY INDEMNIFICATION - The Union will defend, indemnify, and hold the City harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the City in implementation of Article 3 of the Agreement. The Union further agrees to refund to the City any amounts paid to it in error.

#### **ARTICLE 4 UNION REPRESENTATIVES**

- 4.1 Not more than two (2) employees may attend labor negotiations without suffering loss of pay or leave time.
- 4.2 UNION NOTICES - A bulletin board shall be provided for the Union notices. The Union shall keep the board in good order. The Union shall hold the City harmless for any loss resulting from anything on the bulletin board.

#### **ARTICLE 5 MANAGEMENT RIGHTS**

- 5.1 The Union recognizes the prerogative of the City to manage and administer the City and its departments. The city has - whether exercised or not - all of the rights, powers and authority heretofore existing, including, but not limited to the following: to determine the standard(s) of services offered; to determine the standards and methods of selection, promotion and transfer of employment; to direct its employees; to take disciplinary action; to determine the methods, tools, and standards of assessing and/or evaluating employee performance; to relieve its employees from duty because of lack of work or other reason(s); to issue and endorse rules and regulations; to maintain and improve the efficiency of operations; to contract for goods and services; to terminate services rendered or supplied, including the right to determine whether goods or services are made or purchased; to determine the methods, means, staffing level, and personnel to conduct operations; to determine the amount and method of training and supervision necessary; to determine job classifications of City positions; to determine the work schedules of its employees; to assign overtime; and to fulfill all of its legal responsibilities.
- 5.2 The enumeration of management prerogatives shall not be deemed to exclude other management prerogatives not specifically enumerated.

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- 5.3 The exercise of the foregoing rights and authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the exercise of managerial judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specified and express terms hereof are in conformance with the federal, state and local law.
- 5.4 The exercise of the foregoing rights and authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the exercise of managerial judgment and discretion in connection therewith shall be consistent with General Rule 29 of the Washington State Court Rules and shall not in any way, directly or indirectly be subject to the grievance procedure set forth herein.

## **ARTICLE 6 HOURS OF WORK/OVERTIME**

- 6.1 **WORK WEEK** - For most bargaining unit positions, the work schedule shall generally consist of five eight-hour days commencing Monday and ending on Friday. All scheduled workweeks shall include a minimum of two consecutive days off. At the direction of the director of the department an alternate work schedule may be established as appropriate to the needs of the City. When possible, the City will provide advance notice to the employee of any changes in the work schedule.
- 6.2 **OVERTIME** - Management has the right to assign and require overtime work. All work performed in excess of forty (40) hours per week shall be paid at the overtime rate of one and one-half (1.5) times the regular rate of pay, which shall not include any premiums, in accordance with the Fair Labor Standards Act. Paid leave shall be considered hours worked for overtime purposes.
- 6.3 **COMPENSATORY TIME** -Overtime pay may be waived when an overtime eligible employee makes a written request to accrue compensatory time off in lieu of overtime pay and the supervisor approves the request. The decision to grant or deny compensatory time accrual is left to the sole discretion of management. Compensatory time off shall be earned at the same rate as overtime in accordance with the Fair Labor Standards Act. Employees shall be allowed to use their accrued compensatory time off upon reasonable notice and consistent with the City's reasonable operating needs through mutual agreement with their supervisor. Management may direct employees to use accrued compensatory time. Employees terminating their service with the City shall be paid for all accrued compensatory time as shown due the employee on the City's records. In no case will an employee be allowed to accumulate compensatory time in excess of eighty (80) hours.
- 6.4 **CALL BACK** - Any employee shall be given a minimum of two (2) hours overtime when called back to work. Callback time is defined as follows - when an employee has completed his or her regular shift or period of work and has left the place of work and is requested to come back to the place of work. Any scheduling arrangements made prior to leaving the place of work are not considered callback time.

## **ARTICLE 7 VACATION**

- 7.1 Vacations are authorized for all regular full-time employees shall accrue monthly, as follows:



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Years of Service	Hours Per Month	Hours Per Year
0 through 5	10 Hours	120 hours
Beginning 6 through 10	14 Hours	168 hours
Beginning 11 through 15	18 Hours	216 hours
Beginning 16+	22 Hours	264 hours

Vacations are also authorized for all regular part-time employees on a pro-rated basis. Vacation time off is paid at the employee's base pay rate at the time of vacation.

- 7.1.1 In determining years of service for the purpose of computing vacation leave, all continuous service with the City of Shelton is included.
- 7.2 Where employment commences on or before the fifteenth day of any month, vacation leave shall accrue as of the first day of such month; where employment commences after the fifteenth day of any month, vacation leave shall accrue as of the first day of the following month.
- 7.3 Vacation leave shall accrue and accumulate except during an unpaid leave of absence greater than 30 days. Accrued vacation is posted and available for use on a monthly basis. If an employee has more than 10 hours of leave without pay in any given month vacation accruals will be pro-rated.
- 7.4 Employees may carry unused vacation time forward to the next calendar year. Employees shall be allowed to accrue their vacation time up to a maximum "cap" of two times (2x) of the employee's current accrual rate {e.g., an employee accruing 18 hours per month (216 hours per year) is subject to a 432-hour accrual cap}. Any hours accrued over the "cap" shall be forfeited by the employee. It shall be the sole responsibility of the employee to assure that their vacation accrual does not exceed the "cap" amount.
- 7.5 Any vacation accrual over the "cap" shall only be allowed under the most critically extenuating circumstances, which shall have been pre-approved by the Department Head and the City Manager.
- 7.6 Upon separation of employment, regular status employees who have completed their probationary or introductory period shall be paid for all eligible vacation time that has been earned through the last day of work. If employment ends on or before the fifteenth of the month, the employee does not get the vacation time accrual for that month. If employment ends after the fifteenth of the month, vacation time is accrued for that month and shall be paid.
- 7.7 Refer to Personnel Policy 200-1360, Retirement Benefits, regarding vacation pay-off upon retirement.

## **ARTICLE 8         SICK LEAVE**

- 8.1 **RATE OF ACCRUAL** - All full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Accrued leave shall be posted on a monthly basis and shall be available for use when posted.

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- 8.1.1 Employees who work less than full-time or less than a full month shall accrue sick leave on a prorated basis.
- 8.1.2 When the employee is on leave without pay, they shall accrue sick leave consistent with City policy.
- 8.2 CARRY OVER "CAP" - An employee may carry over a maximum of 960 hours of accrued sick leave to the following calendar year. Any accrued sick leave in excess of 960 hours shall be forfeited.
- 8.3 UTILIZATION - Sick leave benefits are intended to provide income protection in the event of illness or injury. Sick leave may be granted by the (non-bargaining-unit) supervisor in the following instances:
- 8.3.2 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- 8.3.3 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- 8.3.4 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 8.3.5 An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.
- 8.3.6 At the discretion of the supervisor, an employee may be granted sick leave where the employee's presence on the job could jeopardize the health of fellow employees.
- 8.3.7 The City may require verification from the employee for the qualifying reason(s) for using sick leave for any absence exceeding three (3) consecutive days. An employee may be disciplined, up to and including termination, for abusing the use of sick leave.
- 8.3.8 Regardless of the reason for use, it shall be the responsibility of the employee to notify his or her supervisor before the scheduled start of the workday whenever possible. The direct supervisor must also be contacted on each additional day of absence unless the employee is instructed otherwise.
- 8.4 SICK LEAVE BUY-BACK - Employees who have accrued a balance of a minimum of 480 hours of sick leave may elect annually to redeem sick leave hours accumulated during the working year at the rate of \$100.00 per day to a maximum annual buy-back of \$1,200.00. This redemption shall be paid with the December paycheck.
- 8.5 SEPARATION - Employees who separate from City employment voluntarily or because of
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layoff shall be paid for unused sick leave in excess of 480 hours, cashed out at the employee's regular rate of pay, to the maximum of \$6,000 total.

- 8.6 DEFINITION OF FAMILY MEMBER - A "family member" is defined as (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) a spouse; (d) a registered domestic partner; (e) a grandparent; (f) a grandchild; or (g) a sibling.

## **ARTICLE 9 BEREAVEMENT LEAVE**

- 9.1 Upon the death of an employee's immediate family member and with sufficient documentation, the employee is eligible for no more than three (3) workdays, not more than eight (8) hours per day, of paid bereavement leave. Bereavement leave must be used within 30 calendar days of the date of death. Under extenuating circumstances, a supervisor may, at his/her discretion, approve the use of additional days of accrued sick or earned vacation leave for this purpose.
- 9.2 Immediate family is defined as set forth in the City's Personnel Policy and Procedure Manual

## **ARTICLE 10 FAMILY/MEDICAL LEAVE**

- 10.1 DEFINITION OF FAMILY/MEDICAL LEAVE - Subject to the definitions and requirements provided in state and federal law as currently written or hereafter amended regarding family/medical leave, an eligible employee may be granted up to twelve (12) work weeks of family or medical leave during any rolling 24-month period for one or more of the following events:
- the birth and first-year care of a child;
  - the placement of a child for adoption or foster care in the employee's home;
  - the care of the employee's spouse, child or parent with a serious health condition;
  - or the employee's own serious health condition which renders him/her unable to perform the functions of his/her position.
- 10.2 NOTICE REQUIREMENTS - The employee must request leave by contacting the supervisor thirty (30) days in advance when the leave is foreseeable. If the leave was not foreseeable, the employee must provide as much notice as practicable.
- 10.3 DETERMINATIONS - Whether or not an employee requests family/medical leave, the City may determine that an employee's leave qualifies as family/medical leave and designate the leave as such. Employees may be required to provide a physician's certification on a form provided by the City. The City may request an objective medical examination to verify the need for leave and to determine whether the leave qualifies as family/medical leave.
- 10.4 SUBSTITUTION OF PAID LEAVE - The City requires the employee to substitute accrued paid leave (sick leave, vacation leave, compensatory time) for unpaid FMLA leave.

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- 10.5 ADJUSTMENT OF ANNIVERSARY DATE - An employee on family/medical leave will have his/her anniversary date adjusted accordingly for each (30) calendar days of unpaid leave.
- 10.6 CONTINUATION OF GROUP MEDICAL INSURANCE - The employee may elect to continue group medical insurance during the period of such leave but must repay the employer's portion of premium expenses if he or she fails to return to City employment after taking family/medical leave.
- 10.7 RIGHT TO RETURN TO SAME OR EQUIVALENT POSITION - Employees on approved family/medical leave are entitled to return to the same or equivalent position upon completion of the leave.
- 10.8 WASHINGTON PAID FAMILY AND MEDICAL LEAVE PROGRAM - The City complies with the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW, a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. Consistent with State law, PFML leave will run concurrently with the federal Family and Medical Leave Act (FMLA) if both are applicable.
- 10.8.1.1 PAYROLL DEDUCTIONS - The PFML program is funded through premiums collected by ESD via payroll deductions and employer contributions. Each year, consistent with the law, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and their portion of medical benefits. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the City will modify payroll practices to reflect such statutory changes.
- 10.8.1.2 STATE PFML BENEFITS; INSURANCE - Employees may not supplement the State PFML benefits with accrued or other paid leave from the City and are not eligible for PFML benefits if they are receiving time-loss benefits through the workers' compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of the City's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the City's policy and subject to any laws requiring continuation of coverage.

## **ARTICLE 11 HOLIDAYS**

- 11.1 List - All employees shall be entitled to the holidays listed below:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1st
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September



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Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas	December 25th
Two Floating Holidays	At Employee's Choice

## 11.2 HOLIDAY OBSERVANCE

### 11.2.1 FOR NON-COURT EMPLOYEES - For non-court employees, the City may designate another day of observance when a designated holiday falls on a Saturday or Sunday.

A full-time employee assigned a work schedule that does not have a work scheduled on a holiday, will reschedule their working hours for the affected holiday week to schedule eight (8) hours of holiday pay. The affected employee must receive supervisor approval prior to adjusting their work schedule for the holiday.

### 11.2.2 FOR COURT EMPLOYEES - For court employees, designated holidays will be observed consistent with the state court system.

### 11.3 Normally, only those bargaining unit employees designated in advance by appropriate supervision will be required to work on a designated holiday. An employee who is required to work on a holiday shall have the option to be paid at the rate of one-and- one-half the regular rate of pay for all hours worked in addition to regular pay or to be given time off (compensatory time) at the time-and-one-half rate in lieu of overtime pay. If the employee elects time off it shall be taken at a time mutually agreed upon by employee and the supervisor.

### 11.4 FLOATING HOLIDAYS - The two floating holidays (16 hours total for full-time employees) may be used pursuant to all of the following guidelines:

#### 11.4.1 The employee has been employed for a minimum of six months; and

#### 11.4.2 The request does not unduly disrupt service to the public and has received prior approval.

#### 11.4.3 Employees who work less than a full-time schedule shall have their two floating holidays prorated based on their regular work schedule.

#### 11.4.4 Floating holidays must be taken during the calendar year, or the days will be forfeited. Exceptions to this "use it or lose it" provision may only be granted by the City Manager and only when the employee can show that management has unduly denied the employee an opportunity to schedule and use his or her floating holiday(s).

## ARTICLE 12 NOTICE OF DISCIPLINE AND DISCHARGE

### 12.1 JUST CAUSE - The City or Court may discipline and discharge employees for just cause.

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- 12.2 NOTICE - The City or Court shall notify the bargaining unit employee of any punitive disciplinary action concurrent with commencement of the action.
- 12.2.1 With the exception of instances of egregious misconduct, the City or Court agree that all non-probationary employees shall be given two (2) weeks' notice, or two (2) weeks' pay prior to discharge.
- 12.3 PROGRESSIVE DISCIPLINE - The City and Court agree that, with the exception of instances of serious misconduct, discipline will generally proceed from less severe to more severe (for example: oral warning, written warning, suspension without pay, and then termination). However, the City and Court retain the sole right to determine what level and type of discipline should be imposed.
- 12.4 TERMINATION - Non-probationary employees shall be notified in writing of the reason(s) for discharge at the time of or prior to separation. The Union shall be furnished with a copy of the reasons for discharge concurrent with commencement of the action.
- 12.5 PROBATIONARY EMPLOYEES - The City or Court may separate probationary employees with or without cause and is not subject to Article 13 (Grievance).

## **ARTICLE 13 GRIEVANCE**

- 13.1 PROCEDURE - A grievance shall be any disagreement as to the interpretation or application of a specific provision of this Agreement. No grievance shall be considered or processed unless it is submitted within fifteen (15) business days after the occurrence of the event giving rise to the grievance or within fifteen (15) business days after the employee or the Union has or should have obtained knowledge of the occurrence of the event giving rise to the grievance. In no case will the City or Court consider a grievance unless it is submitted within sixty (60) calendar days of the occurrence of the event giving rise to the grievance regardless of any claims of knowledge or notice. Verbal warnings or verbal reprimands may not be grieved.
- 13.2 STEP ONE
- 13.2.1 For non-Court employees, the employee or their steward shall bring the grievance to the attention of the (non-bargaining unit) supervisor. The grievance must be submitted in writing and must specify the specific provision(s) of this Agreement believed to have been violated, the manner in which the violation is alleged to have occurred, the names of any relevant witnesses, and the remedy requested. The supervisor will investigate the grievance and attempt to effectuate an equitable solution.
- 13.2.2 For Court employees, the employee shall submit the grievance to the Court Administrator. The Court Administrator shall respond to the grievance in accordance with Step One, above.
- 13.3 STEP TWO
- 13.3.1 For non-Court employees, if an equitable solution is not reached at the expiration of fifteen (15) business days, the grievant may appeal the matter to the director of the appropriate

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department. The Step Two grievance must be submitted in writing and must specify the specific provision(s) of this agreement believed to have been violated, the manner in which the violation is alleged to have occurred, the names of any relevant witnesses, and the remedy requested. The department head or designee will investigate the grievance and reply in writing within fifteen (15) business days.

- 13.3.2 For Court employees, the Court Administrator will promptly forward a copy of any Step 2 grievance to the Presiding Judge. If the grievance involves subject matter delegated to the Court under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step Two, above.

13.4 STEP THREE

- 13.4.1 For non-Court employees, if the City's director of the department's response does not satisfy the grievant, the matter may be appealed within fifteen (15) business days of receipt of the director's written response to the City Manager. The Step Three grievance must be submitted in writing and must specify the specific provision(s) of this Agreement believed to have been violated, the manner in which the violation is alleged to have occurred, the names of any relevant witnesses, and the remedy requested. The City Manager or designee will investigate the grievance and reply in writing within fifteen (15) business days.

- 13.4.2 For Court employees, the City Manager will promptly forward a copy of any Step 3 grievance to the Presiding Judge. If the grievance involves subject matter delegated to the Court under GR 29(f), the Court's response at Step Two shall be adopted for Step Three unless the Court determines otherwise.

- 13.5 STEP FOUR - If the City's response does not satisfy the Union, the Union may request arbitration. The request for arbitration must be submitted to the City Manager within fifteen (15) business days of receipt of the Step Three response. The Union's request for arbitration must be submitted in writing and must specify the specific provision(s) of this agreement believed to have been violated, the manner in which the violation is alleged to have occurred, and the remedy requested.

If the grievance involves a Court employee and the subject matter is delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

Within fifteen (15) business days of notice to the City Manager, the Union must submit a request to the Public Employment Relations Commission (PERC) to certify a panel of nine (9) arbitrators with a business office in Washington or Oregon. Alternatively, before the fifteen (15) business day period has expired, the Union and the City may mutually agree upon an arbitrator. If a PERC panel is used, after flipping a coin to determine which party goes first, the parties shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbitrator, and arbitration shall commence on a mutually acceptable date.

- 13.6 AUTHORITY OF THE ARBITRATOR - Questions of arbitrability shall be decided by the arbitrator. Only after a decision is made that the matter is procedurally arbitrable or that such preliminary determination cannot reasonably be made, the arbitrator shall proceed to hear

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the merits of the dispute. The arbitrator shall have no authority to rule contrary to, amend, modify, nullify, add to, or subtract from the provisions of this Agreement. The arbitrator shall have no authority to amend or modify a penalty or other management action except by finding a contractual violation. The arbitrator shall hold a hearing so that both parties may present their respective cases. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its jurisdiction.

- 13.7 COSTS AND EXPENSES - Expenses incident to the services of the arbitrator shall be borne equally by the parties regardless of the decision of the arbitrator and for court reporter expenses. Each party shall be responsible for compensation of its own representatives, attorneys and witnesses.
- 13.8 TIME LIMITS - Time limits referred to in the Article may be waived by mutual written agreement. It is the intent of the parties that all procedures and timelines set forth herein shall be strictly followed. If the City fails to timely respond during the grievance procedure, the grievance shall automatically move to the next grievance step. If the grievant or the Union fail to timely advance the grievance to the next step, the grievance right is waived, and the grievance is abandoned forever.
- 13.9 In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. Time limits will be extended for either side, if necessary, to complete a reasonable investigation before the election of remedies is made. Appeal for disciplinary actions shall proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to Step 3 as provided in this agreement.

#### **ARTICLE 14 HEALTH AND WELFARE INSURANCE BENEFITS**

- 14.1 The Employer will make available to all full-time employees and their enrolled dependents a choice between four Association of Washington Cities health care plans: (1) HealthFirst 250, (2) KP200, (3) a HealthFirst High Deductible plan, or (4) a Kaiser Permanente High Deductible plan.
- 14.2 The City's premium share for medical benefits for the duration of the agreement is reflected in Appendix D.
- 14.3 DENTAL COVERAGE - The City shall provide and pay all premiums for dental insurance for full time employees and their enrolled dependents through the Association of Washington Cities Dental Plan E.
- 14.4 VISION COVERAGE - The Employer shall pay 100% of the premiums for the VSP vision care plan.
- 14.5 DISABILITY COVERAGE - The City shall provide long-term disability coverage to each employee covered by this Agreement. The plan shall provide a 60% benefit payable after a ninety (90) day elimination period.



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- 14.6 LIFE INSURANCE - The City will provide, on behalf of each full-time employee, term-life insurance in the face amount of \$50,000, \$10,000 coverage for the employee's spouse, and \$2,000 for each dependent child. However, at no time shall the amounts provided violate the provisions of RCW 48.24.030. The City shall pay the full premium cost for the above life insurance.
- 14.7 Employees who work less than full-time or less than a full month shall accrue insurance benefits on a prorated basis. When the employee is on leave without pay, their eligibility for and health and welfare benefits shall be consistent with City policy.
- 14.8 The Employees may establish a Retiree Medical Savings Plan through employee contributions.

## **ARTICLE 15 WAGES AND LONGEVITY**

- 15.1 Effective January 1, 2025, the City shall provide a 3.0% general wage adjustment to all employees.
- 15.2 Effective January 1, 2026, the City shall provide a 2.5% general wage adjustment to all employees.
- 15.3 Effective January 1, 2027, the City shall provide a 2.25% general wage adjustment to all employees except if the CPI-U, West B/C region, from June 2025-to-June 2026, exceeds 3.0%; the parties will initiate scheduling by August 1, 2026, to bargain wages only to apply for 2027. For example, if the relevant year-over-year CPI-U is 3.1%, the parties will open the Agreement to bargain wages only. If the relevant CPI-U is 3.0% or lower, employees will receive a 2.25% general wage adjustment.
- 15.4 Progression through the above step plan shall be based upon satisfactory performance as determined by the Employer.
- 15.5 ANNUAL STEP INCREASES - New employees or existing employees who transferred or promoted into positions requiring an additional six-month probationary period, shall receive a step increase upon successful completion of the probationary period. For employees that, under Article 21.1, are holding a Civil Service position, the initial step increase shall be at the six-month anniversary. At no time shall step increases or compensation exceed the maximum of the grade.
- 15.5.1 STARTING WAGE AND INCREASES - Employees will be placed on the current salary schedule. Increases per the schedule will be based on receiving a satisfactory performance appraisal and in consideration of completing all or part of the employee's orientation to the job at the discretion of the department director. The employee will be eligible for step increases every six months for the first two years of employment only, followed by yearly increases thereafter.

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15.5.2 STEP INCREASE - Based on the completion of a satisfactory introductory period and performance appraisal, step increases shall follow the salary schedule with each employee receiving at least an annual step increase on the anniversary date. Step increases may not exceed the maximum of the range. The City Manager retains the discretion to implement a step increase at any time.

15.5 PROMOTIONS - If an employee is promoted through re-classification of a position to a higher level or through appointment to another bargaining unit position at a higher level, his/her salary shall be increased to the greater of the minimum of the new salary grade or 105% of the previous salary.

15.6 DEMOTIONS - An employee who is demoted for disciplinary or voluntary reasons will receive a reduction in salary as determined by the department director and City Manager so that the new salary is within the appropriate grade for the new classification.

15.7 HIRING SALARY - The hiring salary is solely determined by the City. New employees generally, will begin their employment at the minimum of the grade for the classification. With the approval of the City Manager, a new employee may be started beyond the minimum of the grade if the City Manager is convinced that the best qualified applicant has experience and qualifications exceeding advertised requirements.

15.8 Part-time employees shall receive the hourly equivalent to the applicable monthly wage rates for all hours worked. For the purpose of this section, hourly rate shall be defined as the monthly rate of pay divided by 173.33.

15.9 LONGEVITY - The City agrees to the following longevity pay scale which shall be added to the monthly salary of each employee eligible:

Starting 5 <sup>th</sup> year	\$50.00
Starting 10 <sup>th</sup> year	\$100.00
Starting 15 <sup>th</sup> year	\$150.00
Starting 20 <sup>th</sup> year	\$200.00
Starting 25 <sup>th</sup> year	\$250.00
Starting 30 <sup>th</sup> year	\$300.00
Starting 35 <sup>th</sup> year	\$350.00

15.10 TUITION REIMBURSEMENT - Employees may apply for tuition reimbursement through Policy 200-1880 with an annual cap of \$1,000.

15.11 UNIFORM ALLOWANCE: Code Enforcement and Animal Control Officers:

The City will provide Code Enforcement and Animal Control Officers with protective equipment (e.g., ballistic vest, oleoresin capsicum spray, work gloves, protective apron/smock/bite-resistant protective sleeves) and replace them as needed. Officers are responsible for purchasing required and authorized uniforms and footwear with their uniform allowance. Newly hired officers will receive a \$800 uniform allowance and then are eligible for the next regular \$400 installment following at least 12 months of employment. For example, an officer beginning employment in March would receive a \$800 allowance and be eligible for a \$400 allowance in July of the subsequent calendar year. Thereafter, the officer

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will receive the uniform allowance of \$400 each on their January and July payroll.

## **ARTICLE 16 DEFERRED COMPENSATION MATCH**

- 16.1 The Employer shall contribute matching funds into one of the City's adopted deferred compensation programs as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six and two-tenths percent (6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.

## **ARTICLE 17 SAVINGS CLAUSE**

- 17.1 Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

## **ARTICLE 18 ENTIRE AGREEMENT**

- 18.1 The parties acknowledge that each as had the unlimited right to make proposals and to negotiate fully the terms and conditions of this Agreement and any matter deemed a proper subject for a collective bargaining agreement. The results of this exercise of rights are set forth in this agreement.
- 18.2 The agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral or written statements shall supersede any of its provisions unless mutually agreed upon by both parties and an amendment or revision to said article or section is properly adopted by both the Union and the City.

## **ARTICLE 19 CONTRACTING/SUBCONTRACTING**

- 19.1 It is the general policy of the City to continue to utilize its employees to perform work that they are qualified to perform. However, the City reserves the right to contract out and/or eliminate any work it deems necessary in the interests of efficiency, economy, improved work product, or emergency. Nothing in this Agreement shall prevent the City from exercising its right to contract out and/or eliminate any work or functions performed by employees in this bargaining unit.
- 19.2 Except where an emergency situation exists, before the City changes its policy involving the overall elimination, contracting, and/or subcontracting of work in a general area, where such policy change will result in the loss of work and/or layoff of more than one bargaining unit employee, the City will notify the Union of the elimination and/or contracting of such work or functions, provide the Union with a 30-day period for comments, and consider the Union's comments before making a final determination.
- 19.3 The City agrees that it will not layoff bargaining unit employee to replace them with contracted labor if the work/function will continue to be performed/provided by the City of

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Shelton. This provision does not apply to inter-agency contracts with other governmental entities.

## **ARTICLE 20 NO STRIKE, NO LOCKOUT**

- 20.1 Neither the Union, nor its officers, agents, representatives, or members shall instigate, promote, cause, engage in or authorize its members to instigate, promote, cause or engage in any strike, sympathy strike, shutdown, slowdown, picketing or any other stoppage of work or interference of any kind with operations during the life of this agreement.
- 20.2 In the event of unauthorized interruptions, the Union agrees it will join the City in requiring members to return to work immediately. Upon failure, employees who engage in any of the foregoing actions shall be subject to disciplinary action, up to and including suspension or discharge. No individual shall receive any portion of his or her salary or benefits while engaging in activities in violation of this Article.
- 20.3 There shall be no lockout by the City during the term of the Agreement.

## **ARTICLE 21 SENIORITY**

- 21.1 PROBATION - All new employees, including rehires, shall be considered probationary employees and must successfully complete a six- (6) month probationary period before attaining regular employee status. During the probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the City and such action shall not be subject to appeal to the grievance procedure. Civil Service employees will have a twelve (12) months probationary period.
- 21.2 PROMOTIONS AND TRANSFERS. When a non-Civil Service vacancy within the bargaining unit is created and the City decides to fill the vacancy, bargaining unit employees with the necessary qualifications shall have a three-business-day period to apply for the position before the vacant position is advertised externally. The three-business-day period is for consideration only, and the City retains all rights to select and hire personnel.
- 21.3 PROCEDURES FOR REDUCTION IN PERSONNEL. Employees will be laid off from the affected classification (based on job title) within the department in accordance with their seniority and their ability to perform the remaining work available without further training. Ability to perform the work shall take into consideration the employee's training, experience, skills, educational requirements (where appropriate), and specific licenses and certifications related to the job. When two or more employees have relatively equal qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.
- 21.4 RECALL PROCEDURE. Employees shall be recalled in the reverse order of layoff by classifications within the department. The City has no obligation to recall an employee after he or she has been on continuous layoff for a period of one year. Also, if an employee does not return to work when recalled, the City shall have no further obligation to recall the individual.
- 21.5 Any employee elected as a delegate on behalf of the Union necessitating leave, may at



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the discretion of the City Manager/Court Administrator or designee be granted vacation leave or leave without pay by the City, provided sufficient advance notice is given so that such employee's work may be properly cared for.

- 21.6 Seniority shall be retained and accumulated for any employee who has been promoted to a position out of the bargaining unit for a period of twelve (12) months, at the end of which time his/her seniority shall be forfeited.

## **ARTICLE 22 EMERGENCY COOPERATION**

- 22.1 The City and the Union agree to work in partnership toward a flexible and expeditious response to man-made and natural disasters and emergencies, including potential emergency conditions arising from computer problems. For the purpose of this Article "emergency or disaster" shall have the meaning as provided in RCW 38.52.010 (6). Under conditions of emergency or disaster, the Union agrees that in accordance with its management rights provisions of this Agreement the City may take the following emergency actions: (1) assign out-of-class work to bargaining unit employees; (2) assign bargaining unit work to excluded employees and/or management employees; (3) assign duties to bargaining unit employees which are not within the job descriptions of the employee(s); (4) hire temporary and contract employees to do bargaining unit work when no qualified bargaining unit employee is available; (5) in the event of a serious revenue shortfall resulting from an emergency or disaster, the City may offer bargaining unit employees the option of a temporary reduction in their compensation in lieu of reduction in force. Under the conditions of an emergency or disaster, the Union agrees that so long as the emergency actions described herein are undertaken during the existence of an emergency or disaster (with a City Commission declaration of an emergency or disaster as soon as practicable), or the period of recovery immediately following an emergency or disaster, such action shall not constitute a violation of any terms or conditions of the Agreement.

## **ARTICLE 23 DURATION**

- 23.1 This Agreement shall remain in full force and effect January 1, 2025, through December 31, 2027. Written notice shall be provided within 30 days of ratification by the parties. The union and City shall give written notice on or before September 1<sup>st</sup> of any year the Agreement is due to be amended or terminated; provided, that if notice of modification or termination is given, this Agreement shall remain in effect consistent with RCW 41.56.123. On notice, the parties shall meet and negotiate in good faith to arrive at agreed modification or new contract to be effective as the expiration of the term thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

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**CITY OF SHELTON**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
[INSERT]  
Union President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Larry Bickett  
Business Representative

\_\_\_\_\_  
Date

**APPENDIX A**  
**2025 Wage Schedule**

SALARY SCHEDULE		Base Min.	End of 6 Mths.	End of 1 Yr.	End of 18 Mths.	End of 2 Yrs.	End of 3 Yrs.	End of 4 Yrs.	End of 5 Yrs.	End of 6 Yrs.
Position	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Customer Service Representative II	14	44,091.21 3,674.27 21.20	46,295.77 3,857.98 22.26	48,610.55 4,050.88 23.77	51,041.08 4,253.42 24.54	52,572.31 4,381.03 25.28	54,149.48 4,512.46 26.03	55,773.96 4,647.83 26.81	57,447.19 4,787.27 27.62	59,170.60 4,930.88 28.45
Customer Service Specialist II Administrative Support Assistant	15	46,143.95 3,845.33 22.18	48,451.14 4,037.60 23.29	50,873.70 4,239.47 24.46	53,417.38 4,451.45 25.68	55,019.90 4,584.99 26.45	56,670.50 4,722.54 27.25	58,370.61 4,864.22 28.06	60,121.73 5,010.14 28.90	61,925.38 5,160.45 29.77
Permit & Applications Coordinator Judicial Specialist Animal Shelter Tech Lead	16	48,472.72 4,039.39 23.30	50,896.36 4,241.36 24.47	53,441.18 4,453.43 25.69	56,113.22 4,676.10 26.98	57,796.63 4,816.39 27.79	59,530.53 4,960.88 28.62	61,316.45 5,109.70 29.48	63,155.94 5,263.00 30.36	65,050.62 5,420.88 31.27
Records/Evidence Clerk	17	52,699.13 4,391.59 25.34	55,333.63 4,611.14 26.60	58,100.32 4,841.69 27.93	61,005.33 5,083.78 29.33	62,835.49 5,236.29 30.21	64,720.55 5,393.38 31.12	66,662.16 5,555.18 32.05	68,662.03 5,721.84 33.01	70,721.89 5,893.49 34.00
Sr. Judicial Specialist	18	55,916.96 4,659.75 26.88	58,713.10 4,892.76 28.23	61,648.87 5,137.41 29.64	64,731.32 5,394.28 31.12	66,672.80 5,556.07 32.05	68,672.98 5,722.75 33.02	70,733.17 5,894.43 34.01	72,855.16 6,071.26 35.03	75,040.82 6,253.40 36.08
Animal Control Officer Code Enforcement Officer Sr. Records/Evidence Clerk	19	58,711.93 4,892.66 28.23	61,647.52 5,137.29 29.64	64,729.89 5,394.16 31.12	67,966.39 5,663.87 32.68	70,005.37 5,833.78 33.66	72,105.53 6,008.79 34.67	74,268.71 6,189.06 35.71	76,496.76 6,374.73 36.78	78,791.67 6,565.97 37.88
	20	61,648.87 5,137.41 29.64	64,731.32 5,394.28 31.12	67,967.88 5,663.99 32.68	71,366.27 5,947.19 34.31	73,507.26 6,125.61 35.34	75,712.48 6,309.37 36.40	77,983.85 6,498.65 37.49	80,323.37 6,693.61 38.62	82,733.07 6,894.42 39.78
Sr. Code Enforcement Officer	21	64,718.79 5,393.23 31.11	67,955.20 5,662.93 32.67	71,352.96 5,946.08 34.30	74,920.61 6,243.38 36.02	77,168.23 6,430.69 37.10	79,483.27 6,623.61 38.21	81,867.77 6,822.31 39.36	84,323.80 7,026.98 40.54	86,853.51 7,237.79 41.76

**APPENDIX B**  
**2026 Wage Schedule**

SALARY SCHEDULE		Base Min.	End of 6 Mths.	End of 1 Yr.	End of 18 Mths.	End of 2 Yrs.	End of 3 Yrs.	End of 4 Yrs.	End of 5 Yrs.	End of 6 Yrs.
Position	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Customer Service Representative II	14	45,193.49 3,766.12 21.73	47,453.16 39,954.43 22.81	49,825.82 4,152.15 23.95	52,317.11 4,359.76 25.15	53,886.62 4,490.55 25.91	55,503.22 4,625.27 26.68	57,168.31 4,764.03 27.48	58,883.37 4,906.95 28.31	60,649.87 5,054.16 29.16
Customer Service Specialist II Administrative Support Assistant	15	47,297.54 3,941.46 22.74	49,662.42 4,138.54 23.88	52,145.54 4,345.46 25.07	54,752.82 4,562.73 26.32	56,395.40 4,699.62 27.11	58,087.26 4,840.60 27.93	59,829.88 4,985.82 28.76	61,624.77 5,135.40 29.63	63,473.52 5,289.46 30.52
Permit & Applications Coordinator Judicial Specialist Animal Shelter Tech Lead	16	49,684.54 4,140.38 23.89	52,168.77 4,347.40 25.08	54,777.21 4,564.71 26.34	57,516.05 4,793.00 27.65	59,241.55 4,936.80 28.48	61,018.80 5,084.90 29.34	62,849.36 5,237.45 30.22	64,734.84 5,394.57 31.12	66,676.88 5,556.41 32.06
Records/Evidence Clerk	17	54,016.61 4,501.38 25.97	56,716.97 4,726.41 27.27	59,552.83 4,962.74 28.63	62,530.46 5,210.87 30.06	64,406.38 5,367.20 30.96	66,338.56 5,528.21 31.89	68,328.72 5,694.06 32.85	70,378.58 5,864.88 33.84	72,489.94 6,040.83 34.85
Sr. Judicial Specialist	18	57,314.88 4,776.24 27.56	60,180.93 5,015.08 28.93	63,190.09 5,265.84 30.38	66,349.60 5,529.13 31,.90	68,339.62 5,694.97 32.86	70,389.81 5,865.82 33.84	72,501.50 6,041.79 34.86	74,676.54 6,223.05 35.90	76,916.84 6,409.74 36.98
Animal Control Officer Code Enforcement Officer Sr. Records/Evidence Clerk	19	60,179.73 5,014.98 28.93	63,188.70 5,265.73 30.38	66,348.14 5,529.01 31.90	69,665.55 5,805.46 33.49	71,755.50 5,979.63 34.50	73,908.17 6,159.01 35.53	76,125.42 6,343.79 36.60	78,409.18 6,534.10 37.70	80,761.46 6,730.12 38.83
	20	63,190.09 5,265.84 30.38	66,349.60 5,529.13 31,.90	69,667.07 5,805.46 33.49	73,150.43 6,095.87 35.17	75,344.95 6,278.75 36.22	77,605.29 6,467.11 37.31	79,933.45 6,661.12 38.43	82,331.46 6,860.95 39.58	84,801.40 7,066.78 40.77
Sr. Code Enforcement Officer	21	66,336.75 5,528.06 31.89	69,654.08 5,804.51 33.49	73,136.78 6,094.73 35.16	76,793.63 6,399.47 36.92	79,097.44 6,591.45 38.03	81,470.35 6,789.20 39.17	83,914.46 6,992.87 40.34	86,431.89 7,202.66 41.55	89,024.85 7,418.74 42.80

**APPENDIX C**  
**2027 Wage Schedule**

SALARY SCHEDULE		Base Min.	End of 6 Mths.	End of 1 Yr.	End of 18 Mths.	End of 2 Yrs.	End of 3 Yrs.	End of 4 Yrs.	End of 5 Yrs.	End of 6 Yrs.
Position	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Customer Service Representative II	14	46,210.34 3,850.86 22.22	48,520.86 4,043.40 23.33	50,946.90 4,245.57 24.49	53,494.24 4,457.85 25.72	55,099.07 4,591.59 26.49	56,752.04 4,729.34 27.28	58,454.60 4,871.22 28.10	60,208.24 5,017.35 28.95	62,14.49 5,167.87 29.81
Customer Service Specialist II Administrative Support Assistant	15	48,361.74 4,030.14 23.25	50,779.83 4,231.65 24.41	53,318.81 4,443.23 25.63	55,984.76 4,665.40 26.92	57,664.30 4,805.36 27.72	59,394.22 4,949.52 28.55	61,176.05 5,098.00 29.41	63,011.33 5,250.94 30.29	64,901.67 5,408.47 31.20
Permit & Applications Coordinator Judicial Specialist Animal Shelter Tech Lead	16	50,802.44 4,233.54 24.42	53,342.56 4,445.21 25.65	56,009.69 4,667.47 26.93	58,810.16 4,900.85 28.27	60,574.49 5,047.87 29.12	62,391.72 5,199.31 30.00	64,263.47 5,355.29 30.90	66,191.37 5,515.95 31.82	68,177.11 5,681.43 32.78
Records/Evidence Clerk	17	55,231.99 4,602.67 26.55	57,993.10 4,832.76 27.88	60,892.76 5,074.40 29.28	63,937.40 5,328.12 30.74	65,855.52 5,487.96 31.66	67,831.18 5,652.60 32.61	69,866.11 5,822.18 33.59	71,962.10 5,996.84 34.60	74,120.96 6,176.75 35.64
Sr. Judicial Specialist	18	58,604.47 4,883.71 28.18	61,535.00 5,127.92 29.58	64,611.87 5,384.32 31.06	67,842.47 5,653.54 32.62	69,877.26 5,823.11 33.59	71,973.58 5,997.80 34.60	74,132.79 6,177.73 35.64	76,354.76 6,363.06 36.71	78,647.47 6,553.96 37.81
Animal Control Officer Code Enforcement Officer Sr. Records/Evidence Clerk	19	61,533.77 5,127.81 29.58	64,610.45 5,384.20 31.06	67,840.97 5,653.41 32.62	71,233.02 5,936.09 34.25	73,370.00 6,114.17 35.27	75,571.10 6,297.59 36.33	77,838.25 6,486.52 37.42	80,173.39 6,681.12 38.54	82,578.59 6,881.56 39.70
	20	64,611.87 5,384.32 31.06	67,842.47 5,653.54 32.62	71,234.58 5,936.22 34.25	74,796.31 6,233.03 35.96	77,040.21 6,420.02 37.04	79,351.41 6,612.62 38.15	81,731.95 6,811.00 39.29	84,183.91 7,015.33 40.47	86,709.43 7,225.79 41.69
Sr. Code Enforcement Officer	21	67,829.33 5,652.44 32.61	71,221.30 5,935.11 34.24	74,782.36 6,231.86 35.95	78,521.48 6,543.46 37.75	80,877.13 6,739.76 38.88	83,303.44 6,941.95 40.05	85,802.54 7,150.21 41.25	88,376.61 7,364.72 42.49	91,027.90 7,585.66 43.76



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## APPENDIX D

### Medical Insurance and Health Reimbursement Account

- D.1 Effective with the January 2025 payroll, based on the employee and dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one-thousand-and-eight-hundred-and-fifty-dollars (\$1,850.00) per month toward the cost of medical insurance. Employees not utilizing the full \$1,850.00 may start a HRA and request the City deposit the difference up to \$75.00 per month into the HRA.

In no case shall the total contribution the City will pay for medical premiums and an HRA exceed \$1,850.00. Employees who choose a High Deductible plan may request that the City contribute 50% of the savings to the City between HealthFirst 250 and the High Deductible plan into an HSA.

- D.2 Effective with the January 2026 payroll, based on the employee and dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one-thousand-and-nine-hundred-dollars (\$1,900.00) per month toward the cost of medical insurance. Employees not utilizing the full \$1,900.00 may start a HRA and request the City deposit the difference up to \$75.00 per month into the HRA.

In no case shall the total contribution the City will pay for medical premiums and an HRA exceed \$1,900.00. Employees who choose a High Deductible plan may request that the City contribute 50% of the savings to the City between HealthFirst 250 and the High Deductible plan into an HSA.

- D.3 Effective with the January 2027 payroll, based on the employee and dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one-thousand-and-nine-hundred-and-fifty-dollars (\$1,950.00) per month toward the cost of medical insurance. Employees not utilizing the full \$1,950.00 may start a HRA and request the City deposit the difference up to \$75.00 per month into the HRA.

In no case shall the total contribution the City will pay for medical premiums and an HRA exceed \$1,950.00. Employees who choose a High Deductible plan may request that the City contribute 50% of the savings to the City between HealthFirst 250 and the High Deductible plan into an HSA.

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## APPENDIX E

*The Employer agrees to form a committee within three months of this Agreement's full ratification. The City and Union will each appoint one member to the committee to review bargaining unit positions' current pay grades, workload, and updated training needs. The City and Union can also bring one subject matter to committee meetings.*