



Shelton City Council Meeting Agenda
December 17, 2024
Special Meeting 5:30 p.m. – 6:00 p.m.
Regular Meeting 6:00 p.m.
Civic Center & Virtual Platform

SPECIAL MEETING

A. Call to Order

B. Adjourn to Executive Session (30 minutes)

C. Item for Discussion

- Potential Litigation with Legal Counsel (RCW 42.30.110(1)(i))

D. Adjourn

REGULAR MEETING

A. Call to Order

- Pledge of Allegiance
- Roll Call
- Late Changes to the Agenda

B. Council Reports

C. Consent Agenda (Action)

1. Vouchers numbered 112034 through 112079 and EFT payment numbers 838 through 858 in the total amount of \$218,389.90
2. Payroll warrants numbered 4014 through 4019 and 13851 through 13953. Warrants 1120805 through 112098 in the amount of \$641,124.60
3. Minutes:
 - Business Meeting of November 05, 2024
 - Study Session of November 12, 2024

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. October Financial Status Report – Presented by Finance Director Mike Githens

F. Business Agenda (Study/No Action)

1. Resolution No. 1358-1124 Accepting MACECOM Lease Agreement – Presented by Parks & Recreation Supervisor Jordanne Krumpols

G. Action Agenda (Action/Public Comment Taken)

1. Resolution No. 1364-1124 Amendment #4 Satellite WWRP Reclaim Tank Project – Presented by Asst. Public Works Director Aaron Nix
2. Ordinance No. 2026-1024 2024 Budget Supplemental – Presented by Finance Director Mike Githens
3. Resolution No. 1355-1124 Fleet Management Master Equity Lease Agreement – Presented by Finance Director Mike Githens
4. Ordinance No. 2027-1024 Sales & Use Tax for Housing Related Services – Presented by City Manager Mark Zeigler
5. Resolution No. 1353-1024 2025 Legislative Agenda – Presented by City Manager Mark Zeigler

H. Administration Reports

1. City Manager Report

I. New Items for Discussion

J. Announcement of Next Meeting – January 7, 2025 at 6:00 p.m.

K. Adjourn

Special Note for Virtual Public Participation

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

The public can provide comments virtually by:

Email: donna.nault@sheltonwa.gov (before 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. 12/24 6:00 p.m. CANCELLED	Study Session	Study Agenda	Packet Items Due: 12/20 @ noon
Tues. 1/7/25 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Resolution No. 1358-1124 Accepting MACECOM Lease Agreement <p>Presentations</p> <ul style="list-style-type: none"> Police Officer Swearing-in <p>Business Agenda</p> <ul style="list-style-type: none"> Parks Advisory Committee Reappointments Arts Commission Reappointments Resolution No. 1357-1124 Accepting Memorandum of Agreement with WSU Extension Resolution No. 1359-1124 Accepting Dumontet Lease Agreement Resolution No. 1362-1124 Agreement for Systemic Ped. Safety & Olympic Hwy North Improvements Design Services Resolution No. 1363-1124 On-Call A&E Consultant Pool Agreements <p>Public Hearing</p> <ul style="list-style-type: none"> Public Hearing Ordinance No. 2025-0924 Revisions to Permitted Uses Matrix <p>Action Agenda</p> <ul style="list-style-type: none"> Resolution No. 1365-1224 Approval of Contract Amendment with SCJ Alliance <p>Administration Report</p> <ul style="list-style-type: none"> 	Packet Items Due: 12/27 @ 5:00 p.m.
Tues. 1/14/25 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 1/10 @ noon
Tues. 1/21/25 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Parks Advisory Committee Reappointments Arts Commission Reappointments Resolution No. 1361-1124 Safe Routes to School Construction Final Acceptance <p>Presentations</p> <ul style="list-style-type: none"> November Financial Status Report <p>Business Agenda</p> <ul style="list-style-type: none"> Resolution No. 1350-0924 Mid-Block Crossing (OBJH) Design Enhancement Approval <p>Public Hearing</p> <ul style="list-style-type: none"> 	Packet Items Due: 1/10 @ 5:00 p.m.

		Action Agenda <ul style="list-style-type: none"> Resolution No. 1357-1124 Accepting Memorandum of Agreement with WSU Extension Resolution No. 1359-1124 Accepting Dumontet Lease Agreement Resolution No. 1362-1124 Agreement for Systemic Ped. Safety & Olympic Hwy North Improvements Design Services Resolution No. 1363-1124 On-Call A&E Consultant Pool Agreements Administration Report <ul style="list-style-type: none"> 	
Tues. 1/28/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> 	Packet Items Due: 1/24 @ noon
Tues. 2/4/25 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> Business Agenda <ul style="list-style-type: none"> Public Hearing <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Resolution No. 1350-0924 Mid-Block Crossing (OBJH) Design Enhancement Approval Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 1/24 @ 5:00 p.m.
Tues. 2/11/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Presentation - Gas Station Heroin 	Packet Items Due: 2/7 @ noon
Tues. 2/18/25 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> Business Agenda <ul style="list-style-type: none"> Public Hearing <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 2/7 @ 5:00 p.m.
Tues. 2/25/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> 	Packet Items Due: 2/21 @ noon

Other – TBD

- International Property Maintenance Code
- Ordinance No. 2025-0924 Revisions to Permitted Uses Matrix (action @ 3/18 mtg.)

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 112034 through number 112079, EFT payment numbers 838 through 858 in the total amount of \$218,389.90 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 6th of December, 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: APPKT03351 - DECEMBER 6, 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						
VEN02338	BHC CONSULTANTS LLC	12/06/2024	EFT	0.00	44,561.25	838
VEN01879	BRADLEY AIR COMPANY	12/06/2024	EFT	0.00	1,499.22	839
VEN02063	CARL TANNE	12/06/2024	EFT	0.00	450.00	840
VEN02589	CIVILAIR ENGINEERS PLLC	12/06/2024	EFT	0.00	33,490.00	841
009351	DELAGE LANDEN FINANCIAL SVCS	12/06/2024	EFT	0.00	1,029.15	842
	Void	12/06/2024	EFT	0.00	0.00	843
VEN02319	DENALI WATER SOLUTIONS LLC	12/06/2024	EFT	0.00	5,332.86	844
023078	FASTENAL COMPANY	12/06/2024	EFT	0.00	1,878.19	845
040960	GRAINGER	12/06/2024	EFT	0.00	296.58	846
044700	GUARDIAN SECURITY SYSTEM	12/06/2024	EFT	0.00	62.29	847
VEN02140	HAGGARD & GANSON LLP	12/06/2024	EFT	0.00	3,080.00	848
VEN02494	HD SUPPLY, INC	12/06/2024	EFT	0.00	191.27	849
VEN02276	JAMES N DOCTER	12/06/2024	EFT	0.00	3,000.00	850
VEN02524	MATRIX IMAGING SOLUTIONS LLC	12/06/2024	EFT	0.00	2,894.95	851
142952	NORTH CENTRAL LABORATORIES	12/06/2024	EFT	0.00	668.48	852
VEN02141	NORTHWEST CASCADE, INC.	12/06/2024	EFT	0.00	141.00	853
VEN02532	PROFAST SUPPLY INC	12/06/2024	EFT	0.00	16.50	854
163450	PURCHASE POWER	12/06/2024	EFT	0.00	806.75	855
VEN02459	SECURITAS TECHNOLOGY CORPORA	12/06/2024	EFT	0.00	2,460.99	856
202392	VERIZON WIRELESS	12/06/2024	EFT	0.00	1,002.20	857
203900	WESMAR COMPANY, INC	12/06/2024	EFT	0.00	1,072.00	858
000050	AAA SEPTIC LLC	12/06/2024	Regular	0.00	100.00	112034
VEN02394	AIMPOINT INC	12/06/2024	Regular	0.00	2,920.70	112035
003185	AUTOMATED COMMUNICATIONS C	12/06/2024	Regular	0.00	1,742.60	112036
VEN02340	BLT SHELTON PONY, LLC	12/06/2024	Regular	0.00	1,139.79	112037
098000	BUILDERS FIRSTSOURCE	12/06/2024	Regular	0.00	70.29	112038
VEN01679	CHRISTOPHER DOWNS	12/06/2024	Regular	0.00	103.00	112039
VEN01228	DAN PATTON	12/06/2024	Regular	0.00	169.00	112040
009573	DEPT OF ECOLOGY	12/06/2024	Regular	0.00	125.00	112041
009595	DEPT. OF LICENSING	12/06/2024	Regular	0.00	18.00	112042
VEN02460	FIRST CITIZENS BANK & TRUST CO	12/06/2024	Regular	0.00	548.87	112043
080980	GILLIARDI LOGGING & CONSTRUCTI	12/06/2024	Regular	0.00	1,347.60	112044
VEN02505	GUNDERSON LAW OFFICE, PLLC	12/06/2024	Regular	0.00	10,000.00	112045
045150	HACH COMPANY	12/06/2024	Regular	0.00	16,473.32	112046
045150	HACH COMPANY	12/06/2024	Regular	0.00	257.20	112047
053992	HOOD CANAL COMMUNICATIONS	12/06/2024	Regular	0.00	5,208.27	112048
VEN02509	HOUSE BROTHERS CONST INC	12/06/2024	Regular	0.00	95.00	112049
064940	J & I POWER EQUIPMENT INC	12/06/2024	Regular	0.00	775.10	112050
VEN02635	JESUS JOSE CARMEN NUNEZ	12/06/2024	Regular	0.00	1,000.00	112051
085995	LANGUAGE LINE SERVICES	12/06/2024	Regular	0.00	102.70	112052
087799	LEMAY MOBILE SHREDDING	12/06/2024	Regular	0.00	17.11	112053
097579	LUCAS MANNING	12/06/2024	Regular	0.00	175.00	112054
108850	MASON COUNTY GARBAGE CO.-A V	12/06/2024	Regular	0.00	4,110.70	112055
114350	MASON GENERAL HOSPITAL	12/06/2024	Regular	0.00	49.00	112056
VEN01482	METRO ACCESS CONTROL	12/06/2024	Regular	0.00	232.77	112057
VEN01280	MICHAEL ALBAUGH	12/06/2024	Regular	0.00	175.00	112058
142300	NISQUALLY INDIAN TRIBE	12/06/2024	Regular	0.00	6,552.00	112059
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/06/2024	Regular	0.00	1,838.41	112060
903752	O'REILLY AUTO PARTS	12/06/2024	Regular	0.00	72.79	112061
VEN01351	OSCAR MATIAS PABLO	12/06/2024	Regular	0.00	140.00	112062
153500	PACIFIC LAMP & SUPPLY CO	12/06/2024	Regular	0.00	17.08	112063
VEN02070	PAPE MACHINERY	12/06/2024	Regular	0.00	14.03	112064
155541	PARAMETRIX, INC.	12/06/2024	Regular	0.00	39,122.44	112065
VEN02623	PETROCARD, INC	12/06/2024	Regular	0.00	5,283.17	112066

Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
903584	RIGHT SYSTEMS	12/06/2024	Regular	0.00	3,404.95	112067
178231	SEAN CARNEY	12/06/2024	Regular	0.00	104.00	112068
186450	SHELTON LOCK & KEY	12/06/2024	Regular	0.00	1,202.57	112069
178252	TASCHNER LAW, PLLC	12/06/2024	Regular	0.00	1,500.00	112070
201300	TOZIER BROS INC.	12/06/2024	Regular	0.00	300.71	112071
VEN02499	TRANSUNION RISK AND ALTERNATI	12/06/2024	Regular	0.00	130.68	112072
201875	TYLER TECHNOLOGIES	12/06/2024	Regular	0.00	160.00	112073
145325	VALVOLINE LLC	12/06/2024	Regular	0.00	75.88	112074
202400	VERLE'S L.L.C.	12/06/2024	Regular	0.00	181.12	112075
VEN02544	VESTIS GROUP INC	12/06/2024	Regular	0.00	162.57	112076
VEN01426	WALMART STORE	12/06/2024	Regular	0.00	5,000.00	112077
203780	WATER MGMNT LABORATORIES INC	12/06/2024	Regular	0.00	1,907.00	112078
053987	WESTBAY NAPA AUTO PARTS	12/06/2024	Regular	0.00	330.80	112079

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	46	0.00	114,456.22
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	38	21	0.00	103,933.68
	135	67	0.00	218,389.90

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2024	218,389.90
			<u>218,389.90</u>



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Bank Code: APBNK-Main-APBNK-Main						
VEN02338	BHC CONSULTANTS LLC	12/06/2024	EFT	0.00	44,561.25	838
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
21402	Invoice	11/15/2024	RESERVOIR ROOF VENT RETROFIT DESIGN	0.00	3,480.00	
401-000-000-53480-4100		WAT - Professional Serv		RESERVOIR ROOF VENT RE	3,480.00	
21540	Invoice	11/15/2024	WATER RESERVOIR STORAGE OPTIONS ST	0.00	3,498.75	
401-000-000-53480-4100		WAT - Professional Serv		WATER RESERVOIR STORA	3,498.75	
21542	Invoice	11/15/2024	ANGLESIDE PZ IMPROVEMENTS DESIGN &	0.00	37,582.50	
411-000-000-59434-4101		WAT CAP - Exp-Prof Svcs-	23-UPPERANGLESIDEP	ANGLESIDE PZ IMPROVEM	37,582.50	
VEN01879	BRADLEY AIR COMPANY	12/06/2024	EFT	0.00	1,499.22	839
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9303	Invoice	11/19/2024	SHELTON-2301 REPLACED MOTOR IN UNI	0.00	1,499.22	
402-400-000-53580-4100		SEW SV MN - Professional		SHELTON-2301 REPLACED	1,499.22	
VEN02063	CARL TANNE	12/06/2024	EFT	0.00	450.00	840
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1125-2024-SHELT	Invoice	12/02/2024	INTERPRETATION11252024	0.00	150.00	
001-112-000-51251-4106		MUNI CT - Interpreter Ex		INTERPRETATION1125202	150.00	
NOV-2024-SHELT	Invoice	12/03/2024	INTERPRETATION11/6,13,20,27	0.00	300.00	
001-112-000-51251-4106		MUNI CT - Interpreter Ex	24-ITC	INTERPRETATION11/6,13,2	300.00	
VEN02589	CIVILAIR ENGINEERS PLLC	12/06/2024	EFT	0.00	33,490.00	841
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
240210	Invoice	11/15/2024	SENIOR ENGINEERING SERVICES	0.00	33,490.00	
001-115-000-51896-4100		PW ENG - Professional Se		SENIOR ENGINEERING SER	20,718.75	
001-141-000-57680-4100		PARKS - Professional Servi	24-TRAIL INTERIM	SENIOR ENGINEERING SER	5,631.25	
302-000-000-59561-4101		CAP IMP - CAP Streets/Si	23-DOWNTOWNTREE	SENIOR ENGINEERING SER	7,140.00	
009351	DELAGE LANDEN FINANCIAL SVCS	12/06/2024	EFT	0.00	1,029.15	842
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
83265315	Invoice	11/23/2024	CONTRACT# 500-50265514	0.00	162.27	
402-300-000-53580-4500		SEW CL MN - Operating R		CONTRACT# 500-5026551	13.27	
402-700-000-59135-7001		SEW DEBT - Long Term Le		CONTRACT# 500-5026551	149.00	
83265320	Invoice	11/23/2024	CONTRACT# 500-50499914	0.00	162.27	
401-000-000-53480-4500		WAT - Operating Rentals		CONTRACT# 500-5049991	13.27	
401-250-000-59134-7001		WAT DEBT - Long Term Le		CONTRACT# 500-5049991	149.00	
83267153	Invoice	11/23/2024	CONTRACT# 500-50492834	0.00	271.17	
001-111-000-51421-4500		FIN UB - Operating Rental		CONTRACT# 500-5049283	6.65	
001-111-000-51423-4500		FIN AC - Operating Rental		CONTRACT# 500-5049283	6.65	
001-111-000-59114-7001		FIN - Long Term Lease		CONTRACT# 500-5049283	149.40	
001-130-000-51810-4500		HR - Operating Rentals		CONTRACT# 500-5049283	8.87	
001-130-000-59117-7001		HR - Long Term Lease		CONTRACT# 500-5049283	99.60	
83267157	Invoice	11/23/2024	CONTRACT# 500-50499916	0.00	271.17	
001-115-000-51895-4500		PW ADM - Operating Ren		CONTRACT# 500-5049991	10.42	
001-115-000-59148-7001		PW ADM - Long Term Lea		CONTRACT# 500-5049991	117.03	
001-120-000-51310-4500		C MGR - Operating Rental		CONTRACT# 500-5049991	1.11	
001-120-000-59113-7001		C MGR - Long Term Lease		CONTRACT# 500-5049991	12.45	

Check Register

Packet: APPKT03351-DECEMBER 6, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-140-000-55860-4500	CD PLAN - Operating Rent		CONTRACT# 500-5049991	10.64		
001-140-000-59158-7001	CD - Long Term Lease		CONTRACT# 500-5049991	119.52		
83279287	Invoice	11/23/2024	CONTRACT# 500-50493254	0.00	162.27	
401-000-000-53480-4500	WAT - Operating Rentals		CONTRACT# 500-5049325	13.27		
401-250-000-59134-7001	WAT DEBT - Long Term Le		CONTRACT# 500-5049325	149.00		
	Void	12/06/2024	EFT	0.00	0.00	843
VEN02319	DENALI WATER SOLUTIONS LLC	12/06/2024	EFT	0.00	5,332.86	844
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV958750	Invoice	11/21/2024	CUST# 599121378 TRANSPORTATION	0.00	5,332.86	
402-400-000-53580-4100		SEW SV MN - Professional		CUST# 599121378 TRANSP	5,332.86	
023078	FASTENAL COMPANY	12/06/2024	EFT	0.00	1,878.19	845
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM229206	Invoice	11/26/2024	CUST# WATUM1961 MISC SUPPLIES	0.00	165.47	
401-000-000-53480-3100		WAT - Office and Operati		CUST# WATUM1961 MISC	165.47	
WATUM229539	Invoice	11/20/2024	CUST# WATUM1962 HAND SOAP, BLEACH	0.00	45.38	
402-400-000-53580-3100		SEW SV MN - Office and		CUST# WATUM1962 HAND	45.38	
WATUM229561	Invoice	11/20/2024	CUST# WATUM1991 MISC SUPPLIES	0.00	276.83	
001-118-000-52122-3100		PD PAT - Office and Opera		CUST# WATUM1991 MISC	276.83	
WATUM229562	Invoice	11/20/2024	CUST# WATUM1962 MISC SUPPLIES	0.00	456.31	
402-400-000-53580-3100		SEW SV MN - Office and		CUST# WATUM1962 MISC	456.31	
WATUM229563	Invoice	11/20/2024	CUST# WATUM1961 MISC SUPPLIES	0.00	573.74	
401-000-000-53480-3100		WAT - Office and Operati		CUST# WATUM1961 MISC	573.74	
WATUM229668	Invoice	11/26/2024	CUST# WATUM1869 WIPER 100 CT	0.00	235.22	
401-000-000-53480-3100		WAT - Office and Operati		CUST# WATUM1869 WIPE	235.22	
WATUM2296979	Invoice	11/26/2024	CUST# WATUM1962 TISSUE PPR,CPY PPR,	0.00	125.24	
402-400-000-53580-3100		SEW SV MN - Office and		CUST# WATUM1962 TISSU	125.24	
040960	GRAINGER	12/06/2024	EFT	0.00	296.58	846
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9314648362	Invoice	11/13/2024	ACCT# 839177342 UTILITY PUMP	0.00	172.41	
503-000-000-54865-3100		EMR - Office and Operati		ACCT# 839177342 UTILITY	172.41	
9320253108	Invoice	11/19/2024	ACCT# 839177342 CLNG VNGR, CLEANER,	0.00	124.17	
402-400-000-53580-3100		SEW SV MN - Office and		ACCT# 839177342 CLNG V	124.17	
044700	GUARDIAN SECURITY SYSTEM	12/06/2024	EFT	0.00	62.29	847
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1555303	Invoice	12/01/2024	CUST# 313901 FIRE ALARM SRVS	0.00	62.29	
001-142-000-57250-4100		FACIL LIB - Professional Se		CUST# 313901 FIRE ALAR	62.29	
VEN02140	HAGGARD & GANSON LLP	12/06/2024	EFT	0.00	3,080.00	848
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
597	Invoice	12/01/2024	SHELT.001E GENERAL COUNSEL/LEGAL	0.00	3,080.00	
001-122-000-51541-4100		LEGAL - Professional Servi		SHELT.001E GENERAL COU	3,080.00	
VEN02494	HD SUPPLY, INC	12/06/2024	EFT	0.00	191.27	849
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV00538411	Invoice	11/11/2024	CUST# 925099 DPD 1 DISPENSER 10 ML T	0.00	78.73	
401-000-000-53480-3100		WAT - Office and Operati		CUST# 925099 DPD 1 DISP	78.73	
INV00541317	Invoice	11/13/2024	CUST# 925099 CHLORINE SWIFTEST DISPE	0.00	112.54	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
401-000-000-53480-3100		WAT - Office and Operati	CUST# 925099 CHLORINE S		112.54	
VEN02276	JAMES N DOCTER	12/06/2024	EFT	0.00	3,000.00	850
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
#6	Invoice	12/04/2024	DECEMBER 2024/COURT FACILITATOR SER	0.00	3,000.00	
001-112-000-51251-4109	MUNI CT - Other Professi	24-ITC	DECEMBER 2024/COURT F		3,000.00	
VEN02524	MATRIX IMAGING SOLUTIONS LLC	12/06/2024	EFT	0.00	2,894.95	851
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
DP2405488	Invoice	11/30/2024	ACCT# 1397 STATEMENTS NOV24	0.00	2,894.95	
001-111-000-51421-4100	FIN UB - Professional Serv		ACCT# 1397 STATEMENTS		482.54	
001-111-000-51421-4200	FIN UB - Communication		ACCT# 1397 STATEMENTS		2,412.41	
142952	NORTH CENTRAL LABORATORIES	12/06/2024	EFT	0.00	668.48	852
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
511621	Invoice	11/08/2024	ACCT# 42215 WWTP SUPPLIES	0.00	668.48	
402-400-000-53580-3100	SEW SV MN - Office and		ACCT# 42215 WWTP SUPP		668.48	
VEN02141	NORTHWEST CASCADE, INC.	12/06/2024	EFT	0.00	141.00	853
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0554539526	Invoice	11/13/2024	CUST# 2289160002 799 W HARVARD AVE	0.00	141.00	
001-141-000-57680-4500	PARKS - Operating Rental		CUST# 2289160002 799 W		141.00	
VEN02532	PROFAST SUPPLY INC	12/06/2024	EFT	0.00	16.50	854
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
61687	Invoice	11/22/2024	S.O. NO. 62357 STEEL FENDER WASHER	0.00	16.50	
503-000-000-54865-3100	EMR - Office and Operati		S.O. NO. 62357 STEEL FEN		16.50	
163450	PURCHASE POWER	12/06/2024	EFT	0.00	806.75	855
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
8000-9000-1136-	Invoice	11/25/2024	8000-9000-1136-7046 NOV24	0.00	806.75	
001-111-000-51421-4200	FIN UB - Communication		8000-9000-1136-7046 NO		411.24	
001-111-000-51423-4200	FIN AC - Communication		8000-9000-1136-7046 NO		64.17	
001-142-000-51890-4215	FACIL CIVIC - Communica		8000-9000-1136-7046 NO		331.34	
VEN02459	SECURITAS TECHNOLOGY CORPORA	12/06/2024	EFT	0.00	2,460.99	856
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
6003800732	Invoice	12/01/2023	ACCT# 10685173 MAINTENANCE 1/24-12	0.00	351.34	
001-140-000-55430-4100	CD AN CTRL - Professional		ACCT# 10685173 MAINTEN		351.34	
6004228831	Invoice	06/04/2024	ACCT# 30091441 LABOR AND SERVICE TRI	0.00	310.08	
001-140-000-55430-4100	CD AN CTRL - Professional		ACCT# 30091441 LABOR A		310.08	
6004659131	Invoice	11/08/2024	CUST# 30086705 SERVICE CALL/FIRE ALA	0.00	1,799.57	
001-142-000-51890-4115	FACIL CIVIC - Professional		CUST# 30086705 SERVICE		1,799.57	
202392	VERIZON WIRELESS	12/06/2024	EFT	0.00	1,002.20	857
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
9979445909	Invoice	11/23/2024	ACCT# 342078219-00001	0.00	373.50	
001-115-000-51895-4200	PW ADM - Communicatio		ACCT# 342078219-00001		147.84	
001-140-000-55430-4200	CD AN CTRL - Communica		ACCT# 342078219-00001		42.81	
001-140-000-55850-4200	CD BLDG - Communicatio		ACCT# 342078219-00001		42.81	
401-000-000-53480-4200	WAT - Communication		ACCT# 342078219-00001		70.02	
402-400-000-53580-4200	SEW SV MN - Communica		ACCT# 342078219-00001		70.02	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
9979538403	Invoice	11/23/2024	ACCT# 942084392-00001	0.00	628.70	
001-110-000-51160-4200		COUNCIL - Communicatio	ACCT# 942084392-00001		299.67	
001-111-000-51423-4200		FIN AC - Communication	ACCT# 942084392-00001		42.81	
001-112-000-51251-4200		MUNI CT - Communicatio	ACCT# 942084392-00001		42.81	
001-112-000-51251-4200		MUNI CT - Communicatio 24-ITC	ACCT# 942084392-00001		42.81	
001-120-000-51310-4200		C MGR - Communication	ACCT# 942084392-00001		42.81	
001-121-000-51430-4200		CLK REC - Communication	ACCT# 942084392-00001		42.81	
001-140-000-55850-4200		CD BLDG - Communicatio	ACCT# 942084392-00001		42.81	
001-142-000-51830-4200		FACIL - Communication	ACCT# 942084392-00001		72.17	
203900	WESMAR COMPANY, INC	12/06/2024	EFT	0.00	1,072.00	858
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
328394	Invoice	11/25/2024	CUST# 31175 SODIUM HYPOCHLORITE		1,072.00	
401-000-000-53480-3104		WAT - Office and Operati	CUST# 31175 SODIUM HYP		1,072.00	
000050	AAA SEPTIC LLC	12/06/2024	Regular	0.00	100.00	112034
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
135836	Invoice	12/01/2024	CUST# C2936 SHELTON SPRINGS PORTA S	0.00	100.00	
001-141-000-57680-4576		PARKS - Oper Rental-Huff	CUST# C2936 SHELTON SP		100.00	
VEN02394	AIMPOINT INC	12/06/2024	Regular	0.00	2,920.70	112035
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
125170	Invoice	11/28/2024	PO#2024-1128-001 PATROL RIFLE OPTIC(P	0.00	2,920.70	
001-118-000-52122-3500		PD PAT - Small Tools/Equi	PO#2024-1128-001 PATRO		2,920.70	
003185	AUTOMATED COMMUNICATIONS C	12/06/2024	Regular	0.00	1,742.60	112036
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
30820	Invoice	11/15/2024	ANNUAL FIRE ALARM INSPECTION & TEST	0.00	653.40	
402-640-000-53580-4100		SEW SV SAT - Professional		ANNUAL FIRE ALARM INSP	653.40	
30821	Invoice	11/15/2024	ANNUAL FIRE ALARM INSPECTION & TEST	0.00	544.60	
402-400-000-53580-4100		SEW SV MN - Professional		ANNUAL FIRE ALARM INSP	544.60	
30822	Invoice	11/15/2024	ANNUAL FIRE ALARM INSPECTION & TEST	0.00	544.60	
402-400-000-53580-4100		SEW SV MN - Professional		ANNUAL FIRE ALARM INSP	544.60	
VEN02340	BLT SHELTON PONY, LLC	12/06/2024	Regular	0.00	1,139.79	112037
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
526887	Invoice	11/30/2024	LAMP ASY, BULBS/UNIT 480	0.00	1,055.08	
001-118-000-52122-3110		PD PAT - Office & Operati		LAMP ASY, BULBS/UNIT 48	1,055.08	
656672	Invoice	11/26/2024	MAINTENANCE/VIN0210	0.00	84.71	
001-118-000-52122-4805		PD PAT - Repairs and Mai		MAINTENANCE/VIN0210	84.71	
098000	BUILDERS FIRSTSOURCE	12/06/2024	Regular	0.00	70.29	112038
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
99104844	Invoice	11/20/2024	CUST# 671668 SHELF BRACKET	0.00	13.02	
401-000-000-53480-3100		WAT - Office and Operati		CUST# 671668 SHELF BRA	13.02	
99117058	Invoice	11/22/2024	ACCT# 671668 LUMBER 2X4	0.00	15.90	
001-141-000-57680-3100		PARKS - Office and Opera		ACCT# 671668 LUMBER 2X	15.90	
99128884	Invoice	11/26/2024	ACCT# 671668 EXT CORD 25'	0.00	41.37	
402-640-000-53580-3100		SEW SV SAT - Office and		ACCT# 671668 EXT CORD 2	41.37	
VEN01679	CHRISTOPHER DOWNS	12/06/2024	Regular	0.00	103.00	112039

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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	
REIMBURSE/DEC	Invoice	11/26/2024	REIMBURSE/WASPCCONFERENCE24C.DO	0.00	103.00	
001-118-000-52140-4302		PD TRG - Travel-PD Opera		REIMBURSE/WASPCCONF	103.00	
VEN01228	DAN PATTON	12/06/2024	Regular	0.00	169.00	112040
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REIMBURSEMEN	Invoice	12/04/2024	REIMBURSEMENT/DEC2024WASPCCONF	0.00	169.00	
001-118-000-52140-4301		PD TRG - Travel-PD Admin		REIMBURSEMENT/DEC202	169.00	
009573	DEPT OF ECOLOGY	12/06/2024	Regular	0.00	125.00	112041
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OPERATOR CERT	Invoice	11/25/2024	OPERATOR CERT APP GRP III/OIT III E.AUS	0.00	125.00	
402-400-000-53580-4307		SEW SV MN - Travel-Traini		OPERATOR CERT APP GRP I	125.00	
009595	DEPT. OF LICENSING	12/06/2024	Regular	0.00	18.00	112042
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SHP240048	Invoice	11/19/2024	SHP240048	0.00	18.00	
657-000-000-58600-0007		Concealed Pistol Permits		SHP240048	18.00	
VEN02460	FIRST CITIZENS BANK & TRUST CO	12/06/2024	Regular	0.00	548.87	112043
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
46023848	Invoice	11/24/2024	CONTRACT# 900-0337895-000	0.00	401.85	
001-118-000-52122-4500		PD PAT - Operating Rental		CONTRACT# 900-0337895-	32.85	
001-118-000-59121-7001		PD - Long Term Lease		CONTRACT# 900-0337895-	369.00	
46053321	Invoice	12/02/2024	CONTRACT# 900-0349761-000	0.00	147.02	
001-112-000-51251-4500		MUNI CT - Operating Ren	24-ITC	CONTRACT# 900-0349761-	12.02	
001-112-000-59112-7001		MUNI CT - Long Term Lea	24-ITC	CONTRACT# 900-0349761-	135.00	
080980	GILLIARDI LOGGING & CONSTRUCTI	12/06/2024	Regular	0.00	1,347.60	112044
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
22996	Invoice	11/06/2024	TK#'S 269218,269221,269229,269235,26	0.00	631.70	
001-141-000-57680-3100		PARKS - Office and Opera		TK#'S 269218,269221,269	128.32	
401-000-000-53480-3100		WAT - Office and Operati		TK#'S 269218,269221,269	167.80	
402-400-000-53580-3100		SEW SV MN - Office and		TK#'S 269218,269221,269	167.79	
404-000-000-53180-3100		STRM - Office and Operati		TK#'S 269218,269221,269	167.79	
23008	Invoice	11/07/2024	TK#'S 269341, 269343	0.00	225.78	
001-142-000-51890-3115		FACIL CIVIC - Office and O		TK#'S 269341, 269343	55.30	
401-000-000-53480-3100		WAT - Office and Operati		TK#'S 269341, 269343	56.82	
402-400-000-53580-3100		SEW SV MN - Office and		TK#'S 269341, 269343	56.83	
404-000-000-53180-3100		STRM - Office and Operati		TK#'S 269341, 269343	56.83	
23195	Invoice	11/25/2024	TK#'S270150,270154,270158,270162	0.00	490.12	
001-141-000-57680-3100		PARKS - Office and Opera		TK#'S270150,270154,2701	142.01	
401-000-000-53480-3100		WAT - Office and Operati		TK#'S270150,270154,2701	116.03	
402-400-000-53580-3100		SEW SV MN - Office and		TK#'S270150,270154,2701	116.04	
404-000-000-53180-3100		STRM - Office and Operati		TK#'S270150,270154,2701	116.04	
VEN02505	GUNDERSON LAW OFFICE, PLLC	12/06/2024	Regular	0.00	10,000.00	112045
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1438	Invoice	12/02/2024	PROSECUTION SERVICES/NOVEMBER 202	0.00	10,000.00	
001-122-000-51545-4101		LEGAL - Prof Serv - Prosec		PROSECUTION SERVICES/N	10,000.00	
045150	HACH COMPANY	12/06/2024	Regular	0.00	16,473.32	112046

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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	
14268225	Invoice	11/21/2024	ACCT# 170152 YEARLY SVC/MONITORING	0.00	16,473.32	
402-400-000-53580-4100		SEW SV MN - Professional		ACCT# 170152 YEARLY SVC	6,884.66	
402-640-000-53580-4100		SEW SV SAT - Professional		ACCT# 170152 YEARLY SVC	9,588.66	
045150	HACH COMPANY	12/06/2024	Regular	0.00	257.20	112047
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
14265365	Invoice	11/19/2024	ACCT# 341640 BUFFER SOLUTION, KCL SIL	0.00	257.20	
402-400-000-53580-3100		SEW SV MN - Office and		ACCT# 341640 BUFFER SO	257.20	
053992	HOOD CANAL COMMUNICATIONS	12/06/2024	Regular	0.00	5,208.27	112048
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11001821	Invoice	12/01/2024	ACCT# 00017664-7 DECEMBER 2024	0.00	4,131.61	
001-132-000-51888-4200		IT - Communication		ACCT# 00017664-7 DECEM	296.11	
001-132-000-51888-4801		IT - Repairs and Maintena		ACCT# 00017664-7 DECEM	405.50	
401-000-000-53480-4201		WAT - Communication - S		ACCT# 00017664-7 DECEM	1,575.00	
402-400-000-53580-4200		SEW SV MN - Communica		ACCT# 00017664-7 DECEM	1,855.00	
11007182	Invoice	12/01/2024	ACCT# 00003840-2 DECEMBER 2024	0.00	1,076.66	
001-119-000-52250-4200		FIRE FACIL - Communicati		ACCT# 00003840-2 DECEM	101.55	
001-120-000-51310-4200		C MGR - Communication		ACCT# 00003840-2 DECEM	0.12	
001-130-000-51810-4200		HR - Communication		ACCT# 00003840-2 DECEM	40.74	
001-140-000-55430-4200		CD AN CTRL - Communica		ACCT# 00003840-2 DECEM	32.26	
001-142-000-51890-4215		FACIL CIVIC - Communica		ACCT# 00003840-2 DECEM	800.20	
401-000-000-53480-4201		WAT - Communication - S		ACCT# 00003840-2 DECEM	101.67	
402-400-000-53580-4200		SEW SV MN - Communica		ACCT# 00003840-2 DECEM	0.12	
VEN02509	HOUSE BROTHERS CONST INC	12/06/2024	Regular	0.00	95.00	112049
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
244479	Invoice	11/25/2024	ACCT# 2309 PORTA RENTAL 425 W COTA	0.00	95.00	
001-142-000-51890-4515		FACIL CIVIC - Operating R		ACCT# 2309 PORTA RENTA	95.00	
064940	J & I POWER EQUIPMENT INC	12/06/2024	Regular	0.00	775.10	112050
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
796329	Invoice	11/19/2024	CUST# 15090 NOZZLES,SPRY WND, CHAIN	0.00	590.68	
404-000-000-53180-3100		STRM - Office and Operati		CUST# 15090 NOZZLES,SPR	590.68	
796346	Invoice	11/19/2024	CUST# 15090 CHAINSAW CHAINS	0.00	184.42	
402-400-000-53580-3100		SEW SV MN - Office and		CUST# 15090 CHAINSAW C	92.21	
404-000-000-53180-3100		STRM - Office and Operati		CUST# 15090 CHAINSAW C	92.21	
VEN02635	JESUS JOSE CARMEN NUNEZ	12/06/2024	Regular	0.00	1,000.00	112051
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
BAILREFUND 4A0	Invoice	11/25/2024	BAILREFUND/DECEMBER2024	0.00	1,000.00	
657-000-000-58600-0010		Municipal Court Trust		BAILREFUND/DECEMBER2	1,000.00	
085995	LANGUAGE LINE SERVICES	12/06/2024	Regular	0.00	102.70	112052
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11466704	Invoice	11/30/2024	ACCT# 9020514029 PHONE INTERPRETATI	0.00	11.63	
001-112-000-51251-4106		MUNI CT - Interpreter Ex		ACCT# 9020514029 PHON	11.63	
11466749	Invoice	11/30/2024	ACCT# 9020943082 PHONE INTERPRETATI	0.00	46.16	
001-118-000-52122-4100		PD PAT - Professional Serv		ACCT# 9020943082 PHON	46.16	
11472260	Invoice	11/30/2024	ACCT# 9020535356 PHONE INTERPRETATI	0.00	44.91	

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001-122-000-51593-4101		LEGAL - OPD Grant Public	ACCT# 9020535356 PHON		44.91	
087799	LEMAY MOBILE SHREDDING	12/06/2024	Regular	0.00	17.11	112053
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
48667515185	Invoice	12/01/2024	ACCT# 2185-952778-1166	MUNI COURT S	0.00	17.11
001-112-000-51251-4109		MUNI CT - Other Professi		ACCT# 2185-952778-1166		17.11
097579	LUCAS MANNING	12/06/2024	Regular	0.00	175.00	112054
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REIMBURSEMEN	Invoice	12/04/2024	REIMBURSEMENTDEC2024CDL		0.00	175.00
001-142-000-51830-4900		FACIL - Miscellaneous		REIMBURSEMENTDEC2024		175.00
108850	MASON COUNTY GARBAGE CO.-A V	12/06/2024	Regular	0.00	4,110.70	112055
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
83647845149	Invoice	12/01/2024	ACCT# 2149-30135 CIVIC CENTER		0.00	313.73
001-142-000-51890-4715		FACIL CIVIC - Utility Servic		ACCT# 2149-30135 CIVIC C		313.73
83648595149	Invoice	12/01/2024	ACCT# 2149-30714 710 W ALDER		0.00	133.38
001-142-000-57250-4700		FACIL LIB - Utility Services		ACCT# 2149-30714 710 W		133.38
83649555149	Invoice	12/01/2024	ACCT# 2149-56141 525 W COTA		0.00	39.90
001-142-000-51890-4715		FACIL CIVIC - Utility Servic		ACCT# 2149-56141 525 W		39.90
83658145149	Invoice	12/01/2024	ACCT# 2149-204368 100 TURNER A		0.00	36.92
402-400-000-53580-4700		SEW SV MN - Utility Servi		ACCT# 2149-204368 100 T		36.92
83658325149	Invoice	12/01/2024	ACCT# 2149-204402 101 N 10891 US HW		0.00	194.53
402-640-000-53580-4700		SEW SV SAT - Utility Servi		ACCT# 2149-204402 101 N		194.53
83660145149	Invoice	12/01/2024	ACCT# 2149-204783 122 W FRANKLIN		0.00	221.51
001-119-000-52250-4700		FIRE FACIL - Utility Service		ACCT# 2149-204783 122		221.51
83663115149	Invoice	12/01/2024	ACCT# 2149-205337 1700 FAIRMOUNT		0.00	1,231.13
402-400-000-53580-4700		SEW SV MN - Utility Servi		ACCT# 2149-205337 1700		1,231.13
83664525149	Invoice	12/01/2024	ACCT# 2149-205584 200 N FRONT ST		0.00	36.92
402-400-000-53580-4700		SEW SV MN - Utility Servi		ACCT# 2149-205584 200 N		36.92
83669735149	Invoice	12/01/2024	ACCT# 2149-205584 200 N FRONT ST		0.00	55.38
001-142-000-57530-4700		FACIL MUSM - Utility Serv		ACCT# 2149-205584 200 N		55.38
83670875149	Invoice	12/01/2024	ACCT# 2149-206771 525 W COTA		0.00	684.49
001-142-000-51890-4715		FACIL CIVIC - Utility Servic		ACCT# 2149-206771 525		684.49
83672945149	Invoice	12/01/2024	ACCT# 2149-207155 710 W ALDER		0.00	342.24
001-142-000-57250-4700		FACIL LIB - Utility Services		ACCT# 2149-207155 710		342.24
83674095149	Invoice	12/01/2024	ACCT# 2149-207351 902 W PINE		0.00	75.10
001-140-000-55430-4700		CD AN CTRL - Utility Servi		ACCT# 2149-207351 902		75.10
83674755149	Invoice	12/01/2024	ACCT# 2149-207565 1000 W PINE		0.00	600.67
001-141-000-57680-4700		PARKS - Utility Services		ACCT# 2149-207565 1000		180.20
101-000-000-54230-4700		ST RD WAY - Maint - Utili		ACCT# 2149-207565 1000		84.09
401-000-000-53480-4700		WAT - Utility Services		ACCT# 2149-207565 1000		84.09
402-300-000-53580-4700		SEW CL MN - Utility Servi		ACCT# 2149-207565 1000		84.09
404-000-000-53180-4700		STRM - Utility Services		ACCT# 2149-207565 1000		84.09
503-000-000-54865-4700		EMR - Utility Services		ACCT# 2149-207565 1000		84.11
83674765149	Invoice	12/01/2024	ACCT# 2149-207568 1000 W PINE		0.00	92.28
001-141-000-57680-4700		PARKS - Utility Services		ACCT# 2149-207568 1000		15.38
101-000-000-54230-4700		ST RD WAY - Maint - Utili		ACCT# 2149-207568 1000		15.37
401-000-000-53480-4700		WAT - Utility Services		ACCT# 2149-207568 1000		15.38
402-300-000-53580-4700		SEW CL MN - Utility Servi		ACCT# 2149-207568 1000		15.38
404-000-000-53180-4700		STRM - Utility Services		ACCT# 2149-207568 1000		15.37
503-000-000-54865-4700		EMR - Utility Services		ACCT# 2149-207568 1000		15.40
83675405149	Invoice	12/01/2024	ACCT# 2149-209143 1700 FAIRMOUNT		0.00	52.52

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Packet: APPKT03351-DECEMBER 6, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
402-400-000-53580-4700	SEW SV MN - Utility Servi		ACCT# 2149-209143 1700		52.52	
114350	MASON GENERAL HOSPITAL	12/06/2024	Regular	0.00	49.00	112056
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4004649843	Invoice	10/23/2024	ROUTINE VENIPUNCTURE/4A0800451-45	0.00	49.00	
001-123-000-52360-4100		DET & COR - Prof Services	ROUTINE VENIPUNCTURE/		49.00	
VEN01482	METRO ACCESS CONTROL	12/06/2024	Regular	0.00	232.77	112057
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
124-4845	Invoice	12/02/2024	ACT 34-B TRANSMITTERS/KEY FABS FOR G	0.00	232.77	
402-640-000-53580-3100		SEW SV SAT - Office and	ACT 34-B TRANSMITTERS/		232.77	
VEN01280	MICHAEL ALBAUGH	12/06/2024	Regular	0.00	175.00	112058
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REIMBURSEMENT	Invoice	11/26/2024	REIMBURSEMENT CDL/DEC2024	0.00	175.00	
401-000-000-53480-4900		WAT - Miscellaneous	REIMBURSEMENT CDL/DE		175.00	
142300	NISQUALLY INDIAN TRIBE	12/06/2024	Regular	0.00	6,552.00	112059
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
41791	Invoice	10/31/2024	INMATE INCARCERATION FEES/OCTOBER	0.00	6,552.00	
001-123-000-52360-4103		DET & COR - Professional	INMATE INCARCERATION F		6,552.00	
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/06/2024	Regular	0.00	1,838.41	112060
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
395726858001	Invoice	11/18/2024	ACCT# 28972108 OFFICE SUPPLIES	0.00	597.77	
402-400-000-53580-3100		SEW SV MN - Office and	ACCT# 28972108 OFFICE S		597.77	
396993164001	Invoice	11/22/2024	ACCT# 28972108 MISC OFFICE SUPPLIES	0.00	162.03	
001-111-000-51421-3100		FIN UB - Office and Opera	ACCT# 28972108 MISC OF		26.97	
001-111-000-51423-3100		FIN AC - Office and Opera	ACCT# 28972108 MISC OF		135.06	
397599931001	Invoice	11/21/2024	ACCT# 28972108 2025 PLANNERS	0.00	608.01	
101-000-000-54230-3100		ST RD WAY - Office and O	ACCT# 28972108 2025 PLA		304.00	
401-000-000-53480-3100		WAT - Office and Operati	ACCT# 28972108 2025 PLA		304.01	
397603816001	Invoice	11/21/2024	ACCT# 28972108 2025 WALL CALENDAR	0.00	87.53	
401-000-000-53480-3100		WAT - Office and Operati	ACCT# 28972108 2025 WA		87.53	
397603819001	Invoice	11/25/2024	ACCT# 28972108 USB 6FT	0.00	11.89	
401-000-000-53480-3100		WAT - Office and Operati	ACCT# 28972108 USB 6FT		11.89	
397681210001	Invoice	11/21/2024	ACCT# 28972108 2025 PLANNERS,OFFICS	0.00	371.18	
402-400-000-53580-3100		SEW SV MN - Office and	ACCT# 28972108 2025 PLA		371.18	
903752	O'REILLY AUTO PARTS	12/06/2024	Regular	0.00	72.79	112061
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3718-193023	Invoice	11/24/2024	ACCT# 1371774 CAPSULE/258	0.00	72.79	
001-118-000-52122-3110		PD PAT - Office & Operati	ACCT# 1371774 CAPSULE/		72.79	
VEN01351	OSCAR MATIAS PABLO	12/06/2024	Regular	0.00	140.00	112062
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INTERPRETATION	Invoice	11/22/2024	INTERPRETATION11132024	0.00	140.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public	INTERPRETATION1113202		140.00	
153500	PACIFIC LAMP & SUPPLY CO	12/06/2024	Regular	0.00	17.08	112063

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Packet: APPKT03351-DECEMBER 6, 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	
894315	Invoice	11/21/2024	CUST# 23733-1 LED LIGHT	0.00	17.08	
001-119-000-52250-3100		FIRE FACIL - Office and Op		CUST# 23733-1 LED LIGHT	17.08	
VENO2070	PAPE MACHINERY	12/06/2024	Regular	0.00	14.03	112064
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
15490299	Invoice	11/26/2024	CUST# 6128936 PLUGS	0.00	14.03	
401-000-000-53480-3100		WAT - Office and Operati		CUST# 6128936 PLUGS	14.03	
155541	PARAMETRIX, INC.	12/06/2024	Regular	0.00	39,122.44	112065
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
61065	Invoice	11/07/2024	GOLDSBOROUGH CREEK PIPE REMOVAL	0.00	4,611.25	
412-000-000-59435-4101		SEW CAP - Pro Svcs-Desig	21-FRONTSTPIPE	GOLDSBOROUGH CREEK PI	4,611.25	
61960	Invoice	12/02/2024	SATELLITE WWTP RECLAIMED TANK DESIG	0.00	4,843.69	
412-000-000-59435-4101		SEW CAP - Pro Svcs-Desig	18-RECLMTANK	SATELLITE WWTP RECLAIM	4,843.69	
61961	Invoice	12/02/2024	WWTP BACKUP DISINFECTION SYSTEM DE	0.00	27,515.00	
402-400-000-53580-4100		SEW SV MN - Professional		WWTP BACKUP DISINFECT	27,515.00	
61962	Invoice	12/02/2024	MBR HEADWORKS UPGRADES PRELIM DE	0.00	2,152.50	
402-640-000-53580-4100		SEW SV SAT - Professional	24-MBRPLANTHEADW	MBR HEADWORKS UPGRA	2,152.50	
VENO2623	PETROCARD, INC	12/06/2024	Regular	0.00	5,283.17	112066
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0538522-IN	Invoice	11/14/2024	CUST# 20-0108487 FUEL	0.00	2,151.46	
503-250-000-58900-0001		EMR - Inventory-Gas		CUST# 20-0108487 FUEL	2,151.46	
0539046-IN	Invoice	11/21/2024	CUST# 20-0108487 FUEL	0.00	3,131.71	
503-250-000-58900-0001		EMR - Inventory-Gas		CUST# 20-0108487 FUEL	3,131.71	
903584	RIGHT SYSTEMS	12/06/2024	Regular	0.00	3,404.95	112067
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SI-189408	Invoice	11/19/2024	CUST# COS006 MSFT MONTHLY BILLING	0.00	3,404.95	
001-132-000-51888-4100		IT - Data Processing-Prof		CUST# COS006 MSFT MON	3,404.95	
178231	SEAN CARNEY	12/06/2024	Regular	0.00	104.00	112068
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	12/05/2024	NOVEMBER 2024/KIMUDOINSTRUCTION	0.00	104.00	
001-141-000-57120-4100		REC - Professional Service		NOVEMBER 2024/KIMUD	104.00	
186450	SHELTON LOCK & KEY	12/06/2024	Regular	0.00	1,202.57	112069
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
7260	Invoice	11/20/2024	ALARM LOCK ELECT.KEY CYLNRD SWAP	0.00	1,202.57	
001-119-000-52250-4100		FIRE FACIL - Professional		ALARM LOCK ELECT.KEY CY	1,202.57	
178252	TASCHNER LAW, PLLC	12/06/2024	Regular	0.00	1,500.00	112070
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
35	Invoice	12/04/2024	DECEMBER 2024/PUBLIC DEFENDER SERV	0.00	1,500.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		DECEMBER 2024/PUBLIC D	1,500.00	
201300	TOZIER BROS INC.	12/06/2024	Regular	0.00	300.71	112071

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Packet: APPKT03351-DECEMBER 6, 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	
472876	Invoice	11/14/2024	CUST# 20090 NUTS AND BOLTS	0.00	0.49	
001-141-000-57680-3100		PARKS - Office and Opera		CUST# 20090 NUTS AND B	0.49	
472913	Invoice	11/18/2024	CUST# 20090 ENGINE OIL	0.00	91.45	
001-141-000-57680-3100		PARKS - Office and Opera		CUST# 20090 ENGINE OIL	91.45	
472952	Invoice	11/19/2024	CUST# 20090 10 FT CELL PHONE CORD	0.00	11.10	
401-000-000-53480-3100		WAT - Office and Operati		CUST# 20090 10 FT CELL P	11.10	
473067	Invoice	11/26/2024	CUST# 20090 CORD EXTN 10', PVC	0.00	18.63	
402-640-000-53580-3100		SEW SV SAT - Office and		CUST# 20090 CORD EXTN	18.63	
473074	Invoice	11/26/2024	CUST# 20090 PROPANE TANKS	0.00	117.44	
503-000-000-54865-3200		EMR - Gas & Oil Fleet		CUST# 20090 PROPANE TA	117.44	
473127	Invoice	12/02/2024	CUST# 20090 14PC STEEL & DEMO DEMO	0.00	30.89	
402-640-000-53580-3100		SEW SV SAT - Office and		CUST# 20090 14PC STEEL	30.89	
473139	Invoice	12/03/2024	CUST# 20090 3M SPONGE, BOTTLE BRUS	0.00	9.83	
401-000-000-53480-3100		WAT - Office and Operati		CUST# 20090 3M SPONGE,	9.83	
473156	Invoice	12/03/2024	CUST# 20090 PLTNM LED SOL	0.00	17.41	
401-000-000-53480-3100		WAT - Office and Operati		CUST# 20090 PLTNM LED 5	17.41	
473167	Invoice	12/04/2024	CUST# 20090 HAND PLUG NON-POLAR R	0.00	3.47	
101-000-000-54230-3100		ST RD WAY - Office and O		CUST# 20090 HAND PLUG	3.47	
VEN02499	TRANSUNION RISK AND ALTERNATI	12/06/2024	Regular	0.00	130.68	112072
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6563122-202411-	Invoice	12/01/2024	ACCT# 6563122 NOVEMBER 2024 SERVIC	0.00	130.68	
001-118-000-52122-4100		PD PAT - Professional Serv		ACCT# 6563122 NOVEMBE	130.68	
201875	TYLER TECHNOLOGIES	12/06/2024	Regular	0.00	160.00	112073
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
025-487522	Invoice	12/01/2024	CUST# 48155 UTILITY BILLING MONTHLY F	0.00	160.00	
001-111-000-51421-4100		FIN UB - Professional Serv		CUST# 48155 UTILITY BILLI	160.00	
145325	VALVOLINE LLC	12/06/2024	Regular	0.00	75.88	112074
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
342721	Invoice	11/13/2024	MAINTENANCE/67807D	0.00	75.88	
001-118-000-52122-4805		PD PAT - Repairs and Mai		MAINTENANCE/67807D	75.88	
202400	VERLE'S L.L.C.	12/06/2024	Regular	0.00	181.12	112075
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
HAND BILGE PU	Invoice	11/20/2024	HAND BILGE PUMPS	0.00	181.12	
401-000-000-53480-3100		WAT - Office and Operati		HAND BILGE PUMPS	181.12	
VEN02544	VESTIS GROUP INC	12/06/2024	Regular	0.00	162.57	112076
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120569798	Invoice	11/06/2024	CUST# 792105973 COVERALLS,MAT,MOP,	0.00	38.30	
402-400-000-53580-4900		SEW SV MN - Miscellaneo		CUST# 792105973 COVER	38.30	
5120573951	Invoice	11/13/2024	CUST# 792105973 COVERALLS,MAT,MOP,	0.00	38.33	
402-400-000-53580-4900		SEW SV MN - Miscellaneo		CUST# 792105973 COVER	38.33	
5120578046	Invoice	11/20/2024	CUST# 792105972- COVERALLS, MAT, TO	0.00	42.97	
401-000-000-53480-4901		WAT - Miscellaneous - Sh		CUST# 792105972- COVER	42.97	
5120582327	Invoice	11/27/2024	CUST# 792105972 COVERALLS,MAT,TOWE	0.00	42.97	
401-000-000-53480-4901		WAT - Miscellaneous - Sh		CUST# 792105972 COVER	42.97	

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Packet: APPKT03351-DECEMBER 6, 2024 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01426	WALMART STORE	12/06/2024	Regular	0.00	5,000.00	112077
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SHOP WITH A CO	Invoice	11/13/2024	SHOP WITH A COP 2024	0.00	5,000.00	
001-118-000-52122-3100		PD PAT - Office and Opera		SHOP WITH A COP 2024	5,000.00	
203780	WATER MGMNT LABORATORIES INC	12/06/2024	Regular	0.00	1,907.00	112078
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
224814	Invoice	11/22/2024	ACCT# AS201R TEST 11/5/2024	0.00	108.00	
402-400-000-53580-4100		SEW SV MN - Professional		ACCT# AS201R TEST 11/5/	108.00	
224997	Invoice	11/27/2024	ACCT# AS201R 11/4, 6, 12 TESTS	0.00	1,054.00	
402-400-000-53580-4100		SEW SV MN - Professional		ACCT# AS201R 11/4, 6, 12	1,054.00	
225039	Invoice	11/27/2024	ACCT# AS201R TESTS 11/4/24	0.00	745.00	
402-400-000-53580-4100		SEW SV MN - Professional		ACCT# AS201R TESTS 11/4	745.00	
053987	WESTBAY NAPA AUTO PARTS	12/06/2024	Regular	0.00	330.80	112079
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
109259	Invoice	11/19/2024	ACCT# 4296 WIPER BLADES/07070D	0.00	94.66	
503-000-000-54865-3102		EMR - Oper Supplies-Part		ACCT# 4296 WIPER BLADE	94.66	
109383	Invoice	11/20/2024	ACCT# 1296 MOMENTARY PUSH BUTTON	0.00	4.51	
401-000-000-53480-3100		WAT - Office and Operati		ACCT# 1296 MOMENTARY	4.51	
110303	Invoice	11/29/2024	ACCT# 4296 ADH RMVR/UNIT 07	0.00	47.98	
001-118-000-52122-3110		PD PAT - Office & Operati		ACCT# 4296 ADH RMVR/U	47.98	
110566	Invoice	12/02/2024	ACCT# 4296 RECHARGEABLE BAT	0.00	183.65	
101-000-000-54264-3100		ST TR CTL - Office and Op		ACCT# 4296 RECHARGEAB	183.65	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	46	0.00	114,456.22
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	38	21	0.00	103,933.68
	135	67	0.00	218,389.90

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2024	218,389.90
			<u>218,389.90</u>

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described within payroll warrants numbered 4014 through 4019 and 13851 through 13953. Warrants 112080 through 112098 in the amount of \$641,124.60 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 6th of December, 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
November 5, 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 Donna Nault
Finance Director Mike Githens
Community & Economic Development Director Jae Hill

CALL TO ORDER

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

LATE CHANGES TO THE AGENDA

Operation Green Light Proclamation

CITY COUNCIL REPORTS

None

CONSENT AGENDA

1. Warrants numbered 111735 through 111736 in the amount of \$52,931.31
2. Vouchers numbered 111737 through 111771 and EFT payment numbers 729 through 743 in the total amount of \$357,951.84
3. Vouchers numbered 111779 through 111824 and EFT payment numbers 744 through 759 in the total amount of \$307,905.02
4. Vouchers numbered 111838 through 111860, EFT payment numbers 760 through 772 in the total amount of \$68,694.67 and bank draft numbers DFT0001725, DFT0001737 through DFT 0001769 in the total amount of \$750,947.15
5. Payroll warrants numbered 4004 and 13550 through 13648. Warrants 111825 through 111836 in the amount of \$371,780.28
6. Minutes:
 - Business Meeting of September 3, 2024
 - Business Meeting of September 17, 2024

City Clerk Nault 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:

None

Zoom:

None

PRESENTATIONS

1. Operation Green Light Proclamation

Deputy Mayor Schirman read the proclamation. Discussion followed.

BUSINESS AGENDA

1. Resolution No. 1348-0924 Master Fee Schedule Update – Presented by Finance Director Mike Githens

Finance Director Githens presented information regarding the master fee schedule update. Discussion followed.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Stearns to forward Resolution No. 1348-0924 to the action agenda of the November 19, 2024 council meeting. Passed.

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

PUBLIC HEARING

1. Ordinance No. 2023-0924 2025 Preliminary Budget – Presented by Finance Director Mike Githens

Finance Director Githens presented information regarding the 2025 preliminary budget. Discussion followed. No public testimony.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schirman to forward Ordinance No. 2023-0924 to the action agenda of the November 19, 2024 council meeting. Passed.

Mayor Onisko closed the public hearing and opened another public hearing.

2. Ordinance No. 2024-0924 2025 Ad Valorem Taxes – Presented by Finance Director Mike Githens

Finance Director Githens presented information regarding the 2025 ad valorem taxes. Discussion followed. No public testimony.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Gilmore to forward Ordinance No. 2024-0924 to the November 19, 2024 council meeting for the next scheduled public hearing for further consideration and to allow the public another opportunity to be heard on the ordinance under consideration. Passed.

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

ACTION AGENDA

1. LTAC Recommendations – Presented by City Manager Mark Zeigler

City Manager Zeigler presented the LTAC recommendations. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Stearns to approve the LTAC recommendations as presented. Passed.

2. Resolution No. 1352-1024 Contract Amendment for On-Call Building Code Services – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill presented information regarding a contract amendment for on-call building code services. No discussion. No public comment. City Clerk Nault provided a reading of Resolution No. 1352-1024.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Stearns to approve Resolution No. 1352-1024 and authorized the City Manager to sign the contract. Passed.

ADMINISTRATION REPORT

1. City Manager Report

- Holiday season is beginning soon
- Today's incident at SHS was fireworks
- The City will be closed on November 11th for Veterans Day.

NEW ITEMS FOR DISCUSSION

None

ANNOUNCEMENT OF NEXT MEETING

Study Session – November 12, 2024 at 6:00 p.m.

City Council Meeting – November 19, 2024 at 6:00 p.m.

MEETING ADJOURN

Mayor Onisko adjourned the meeting at 7:21 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Study Session Minutes
November 12, 2024 – 6:00 p.m.
Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

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

Personnel:

City Manager Mark Ziegler
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: Councilmember Sapp

STUDY AGENDA

1. Transportation Benefit District (TBD) Discussion – Presented by Public Works Director Jay Harris & City Manager Mark Ziegler.

Public Works Director Harris presented information regarding the Transportation Benefit District.
Discussion followed.

NEW ITEMS FOR DISCUSSION

None

ADJOURN

Mayor Onisko adjourned the meeting at 6:42 p.m.

Mayor Eric Onisko

City Clerk Donna Nault

October 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Overview

	2024 Budget	2024 thru October	2024 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	15,437,793	13,308,241	16,106,204	668,411	4.3%
Expenditures	15,565,271	11,742,129	15,548,060	17,211	0.1%
Net Revenues Less Expenditures	(127,478)	1,566,113	558,144	685,622	
Beginning Fund Balance	5,376,171		5,376,171		
Ending Fund Balance	5,248,693 33.7%		5,934,315 38.1%		
<u>Ending Fund Balance Breakdown:</u>					
Reserved - 20% of Budget	3,113,054		3,113,054		
Unreserved Fund Balance	2,135,639		2,821,261		
Total Fund Balance	5,248,693		5,934,315		

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 October shows an overall Positive budget variance of \$686 thousand.

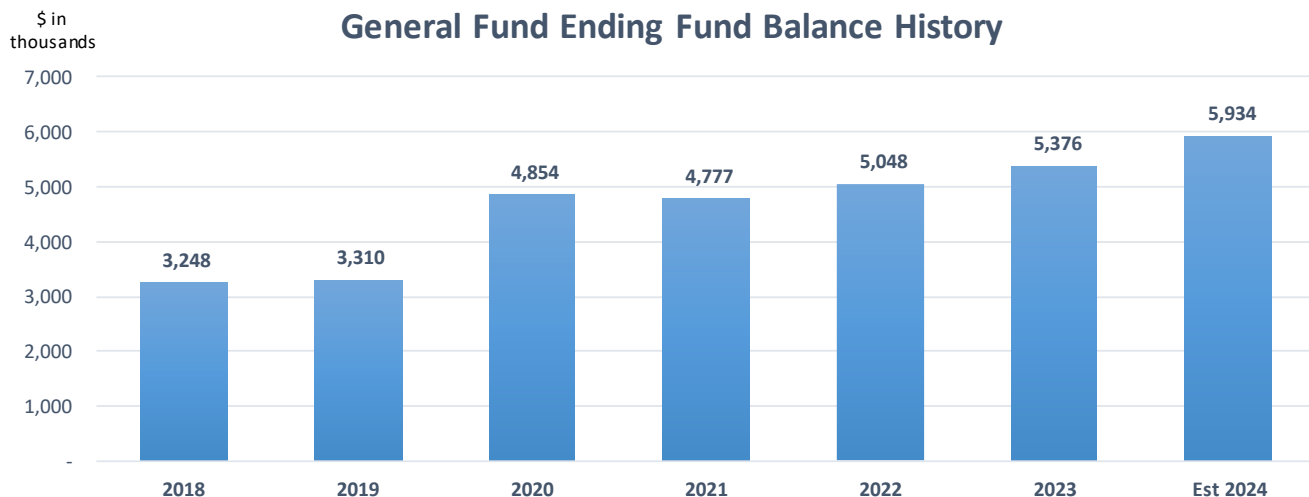
General Fund Reserves are estimated to end the year at \$5.9 million, or 38.1% of 2024 budgeted expenditures.

Revenue Overview

Revenues are currently estimated to end the year approximately \$668 thousand, or 4.3% more than budgeted.

Expenditure Overview

Expenditures are currently estimated to end the year approximately \$17 thousand, or .1% less than budgeted.



October 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Revenues

Revenue Categories	2024 Budget	2024 thru October	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	2,997,899	1,721,635	2,833,000	(164,899)	-5.5%
Sales & Use	3,525,360	3,028,185	3,575,768	50,408	1.4%
City Utility	1,448,082	1,366,089	1,571,860	123,778	8.5%
Non-City Utility	1,341,400	1,076,887	1,253,313	(88,087)	-6.6%
Business & Occupation	1,308,110	1,192,093	1,350,000	41,890	3.2%
Other	53,930	70,669	80,000	26,070	48.3%
Licenses & Permits	295,050	340,297	381,770	86,720	29.4%
Intergovernmental Revenue	669,070	760,548	821,759	152,689	22.8%
Charges for Goods/Services	3,527,342	3,170,794	3,630,187	102,845	2.9%
Fines and Penalties	92,550	55,599	62,070	(30,480)	-32.9%
Miscellaneous Revenue	132,000	525,445	546,476	414,476	314.0%
Transfers In	47,000	-	-	(47,000)	-100.0%
Total Revenues	15,437,793	13,308,241	16,106,204	668,411	4.3%

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

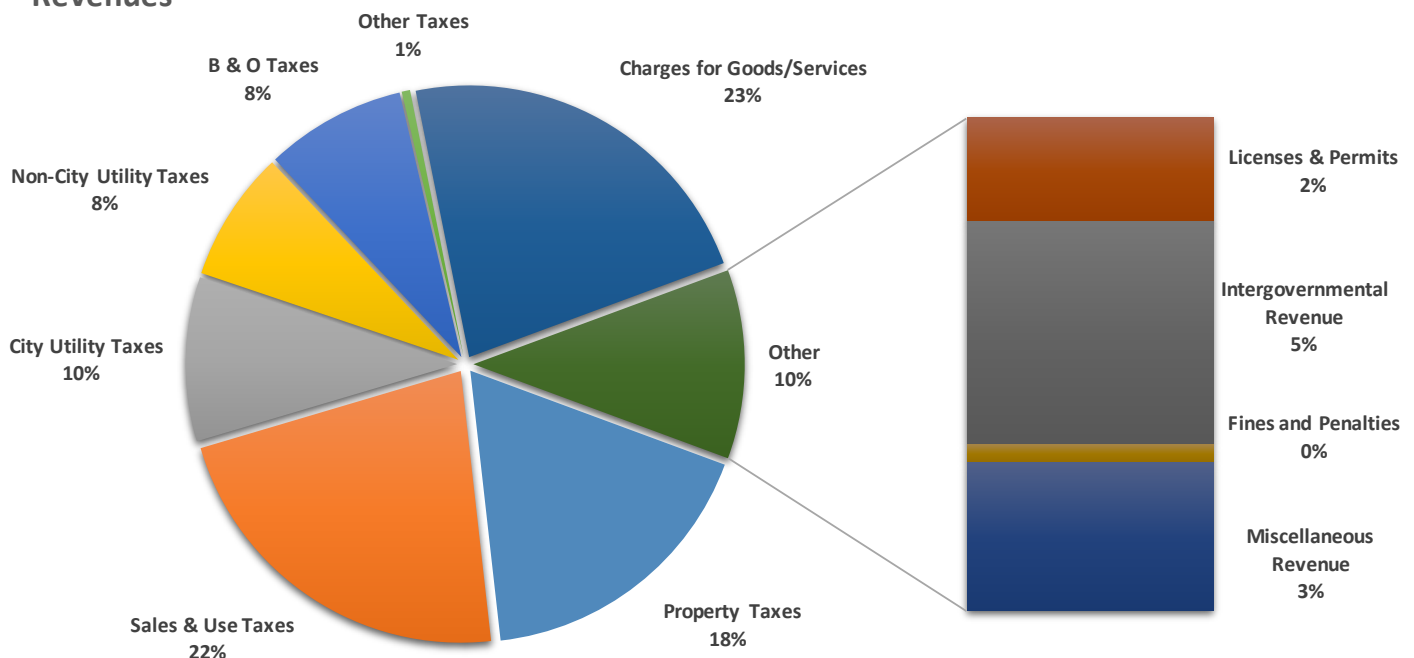
Variance analysis for revenues is provided for particular line items or those in which the estimated actual amount differs from the budgeted amount by at least 10% and \$75,000.

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



October 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Expenditures

Department	2024 Budget	2024 thru October	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
City Clerk	261,013	164,691	232,783	28,230	10.8%
City Council	75,963	56,168	73,910	2,053	2.7%
City Manager					
City Manager	450,094	355,335	441,452	8,642	1.9%
Legal	375,170	288,843	366,060	9,110	2.4%
Detentions/Corrections-Contract	504,390	136,591	365,000	139,390	27.6%
Human Resources	161,119	110,817	162,261	(1,142)	-0.7%
Risk Management	124,367	129,242	141,932	(17,565)	-14.1%
Community & Economic Development					
Animal Control	174,435	200,278	252,556	(78,121)	-44.8%
Code Enforcement	157,780	144,263	183,391	(25,611)	-16.2%
Community Development	757,066	515,181	819,378	(62,312)	-8.2%
Parks & Facilities					
Civic Center Activities	59,588	40,412	52,346	7,242	12.2%
Facility Services	747,243	524,458	783,970	(36,727)	-4.9%
Parks & Recreation	666,958	536,695	661,378	5,580	0.8%
Finance					
Finance	1,421,224	1,066,959	1,365,989	55,235	3.9%
Information Technology	418,643	334,509	415,566	3,077	0.7%
Fire & Emergency Services	2,583,353	2,063,409	2,505,330	78,023	3.0%
Municipal Court	730,375	620,938	751,280	(20,905)	-2.9%
Non-Departmental	826,530	629,163	1,214,997	(388,467)	-47.0%
Police	4,127,310	3,224,653	3,977,629	149,681	3.6%
Public Works	942,650	599,525	780,853	161,797	17.2%
Total Expenditures	15,565,271	11,742,129	15,548,060	17,211	0.1%

*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

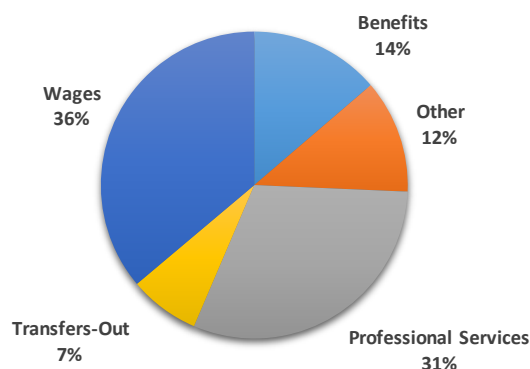
Detention/Corrections: Jail fees are projected to remain below budget.

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

Non-Departmental: Transfer \$160k opioid funds & \$300k for future Enterprise lease payments to Capital Resources.

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

2024 Estimated General Fund Expenditures



October 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Year-to-Year

	2022 Actual	2023 Actual	2024 Budget	2024 thru October	2024 Est Actual
Beginning Fund Balance	4,777,607	5,047,799	5,376,171	5,376,171	5,376,171
Revenues					
Taxes:					
Property	2,546,998	2,788,309	2,997,899	1,721,635	2,833,000
Sales & Use	3,436,648	3,595,781	3,525,360	3,028,185	3,575,768
City Utility	1,474,584	1,528,927	1,448,082	1,366,089	1,571,860
Non-City Utility	1,205,659	1,290,740	1,341,400	1,076,887	1,253,313
Business & Occupation	985,461	802,272	1,308,110	1,192,093	1,350,000
Other	60,421	76,386	53,930	70,669	80,000
Licenses & Permits	306,329	306,906	295,050	340,297	381,770
Intergovernmental Revenue	2,147,469	592,006	669,070	760,548	821,759
Charges for Goods/Services	3,060,577	3,423,381	3,527,342	3,170,794	3,630,187
Fines and Penalties	51,581	49,639	92,550	55,599	62,070
Miscellaneous Revenue	260,291	397,855	132,000	525,445	546,476
Transfers In	128	87,712	47,000	-	-
Total Revenues	15,536,147	14,939,914	15,437,793	13,308,241	16,106,204
Expenditures					
City Clerk	238,028	226,373	261,013	164,691	232,783
City Council	77,768	63,480	75,963	56,168	73,910
City Manager					
City Manager	344,279	408,587	450,094	355,335	441,452
Legal	277,979	343,008	375,170	288,843	366,060
Detentions/Corrections-Contract	339,327	203,718	504,390	136,591	365,000
Human Resources	327,848	274,902	161,119	110,817	162,261
Risk Management	136,360	143,699	124,367	129,242	141,932
Community & Economic Development					
Animal Control	83,700	104,441	174,435	200,278	252,556
Code Enforcement	81,285	175,504	157,780	144,263	183,391
Community Development	563,250	707,010	757,066	515,181	819,378
Parks & Facilities					
Civic Center Activities	51,915	56,058	59,588	40,412	52,346
Facility Services	652,720	676,755	747,243	524,458	783,970
Parks & Recreation	575,245	620,303	666,958	536,695	661,378
Finance					
Finance	1,079,083	1,124,192	1,421,224	1,066,959	1,365,989
Information Technology	374,562	449,597	418,643	334,509	415,566
Fire & Emergency Services	1,690,846	2,491,434	2,583,353	2,063,409	2,505,330
Municipal Court	666,977	744,467	730,375	620,938	751,280
Non-Departmental	3,194,929	1,338,292	826,530	629,163	1,214,997
Police	3,613,017	3,736,337	4,127,310	3,224,653	3,977,629
Public Works	896,836	723,386	942,650	599,525	780,853
Total Expenditures	15,265,955	14,611,542	15,565,271	11,742,129	15,548,060
Net Revenues less Expenditures	270,192	328,372	(127,478)	1,566,113	558,144
Ending Fund Balance	5,047,799	5,376,171	5,248,693	6,942,284	5,934,315
General Fund Reserves	5,047,799	5,376,171	5,248,693		5,934,315
based on same year actuals/budget	33.1%	36.8%	33.7%		38.2%

October 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Month-to-Month

	2022 thru October	2023 thru October	2024 thru October	2024 - 2023 Variance		% of Budget
Revenues						
Taxes:						
Property	1,577,718	1,725,238	1,721,635	(3,603)	-0.2%	57.4%
Sales & Use	2,823,952	2,980,807	3,028,185	47,378	1.6%	85.9%
City Utility	1,230,344	1,278,222	1,366,089	87,867	6.9%	94.3%
Non-City Utility	1,046,464	1,116,679	1,076,887	(39,792)	-3.6%	80.3%
Business & Occupation	854,249	693,556	1,192,093	498,537	71.9%	91.1%
Other	46,917	51,925	70,669	18,744	36.1%	131.0%
Licenses & Permits	279,756	265,849	340,297	74,449	28.0%	115.3%
Intergovernmental Revenue	2,081,636	529,182	760,548	231,365	43.7%	113.7%
Charges for Goods/Services	2,614,787	3,005,010	3,170,794	165,784	5.5%	89.9%
Fines and Penalties	44,069	43,194	55,599	12,405	28.7%	60.1%
Miscellaneous Revenue	185,741	307,217	525,445	218,228	71.0%	398.1%
Transfers In	-	9,766	-	(9,766)		0.0%
Total Revenues	12,785,633	12,006,644	13,308,241	1,301,597	10.8%	86.2%
Expenditures						
City Clerk	196,634	191,526	164,691	(26,835)	-14.0%	63.1%
City Council	66,876	50,846	56,168	5,322	10.5%	73.9%
City Manager						
City Manager	309,295	348,083	355,335	7,251	2.1%	78.9%
Legal	221,486	253,788	288,843	35,055	13.8%	77.0%
Detentions/Corrections-Contrac	285,319	134,553	136,591	2,037	1.5%	27.1%
Human Resources	272,314	255,464	110,817	(144,648)	-56.6%	68.8%
Risk Management	119,837	130,909	129,242	(1,667)	-1.3%	103.9%
Community & Economic Development						
Animal Control	70,342	76,462	200,278	123,816	161.9%	114.8%
Code Enforcement	47,157	141,731	144,263	2,531	1.8%	91.4%
Community Development	437,695	533,763	515,181	(18,583)	-3.5%	68.0%
Parks & Facilities						
Civic Center Activities	41,443	49,364	40,412	(8,952)	-18.1%	67.8%
Facility Services	511,777	532,282	524,458	(7,824)	-1.5%	70.2%
Parks & Recreation	470,644	533,005	536,695	3,691	0.7%	80.5%
Finance						
Finance	842,570	933,154	1,066,959	133,805	14.3%	75.1%
Information Technology	324,694	297,366	334,509	37,143	12.5%	79.9%
Fire & Emergency Services	1,408,543	2,065,678	2,063,409	(2,269)	-0.1%	79.9%
Municipal Court	552,901	609,611	620,938	11,327	1.9%	85.0%
Non-Departmental	2,196,135	134,324	629,163	494,839	368.4%	76.1%
Police	3,051,465	3,083,352	3,224,653	141,301	4.6%	78.1%
Public Works	733,947	580,662	599,525	18,862	3.2%	63.6%
Total Expenditures	12,161,072	10,935,926	11,742,129	806,203	7.4%	75.4%

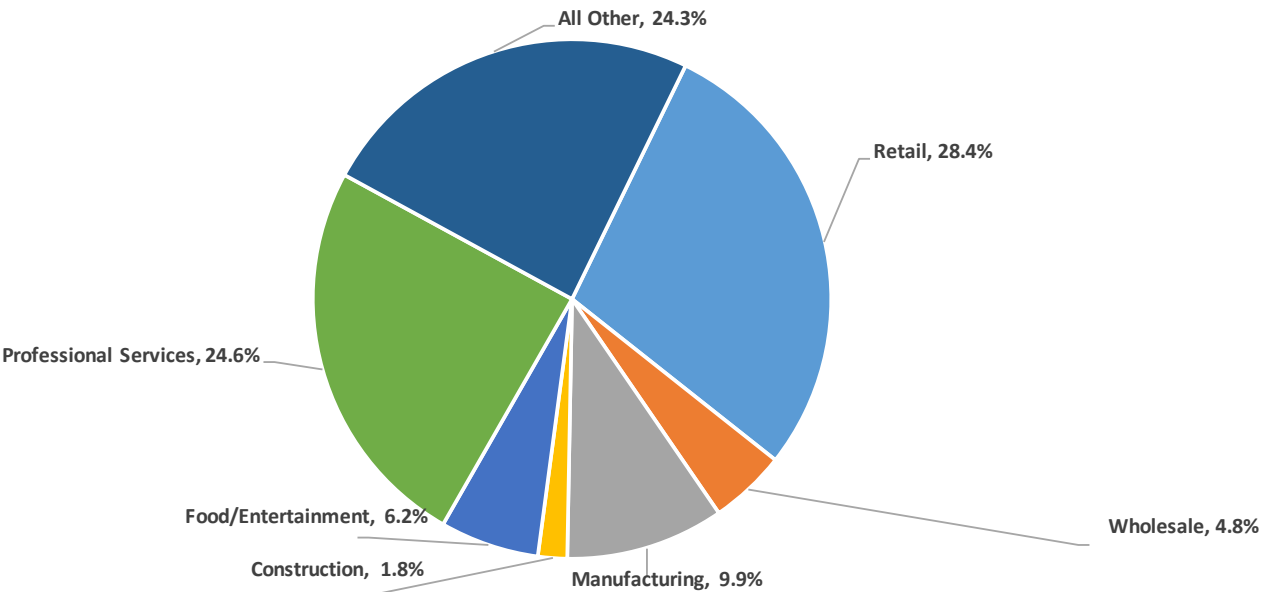
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through October which is 83.3% of the year.

October 2024 Monthly Financial Report

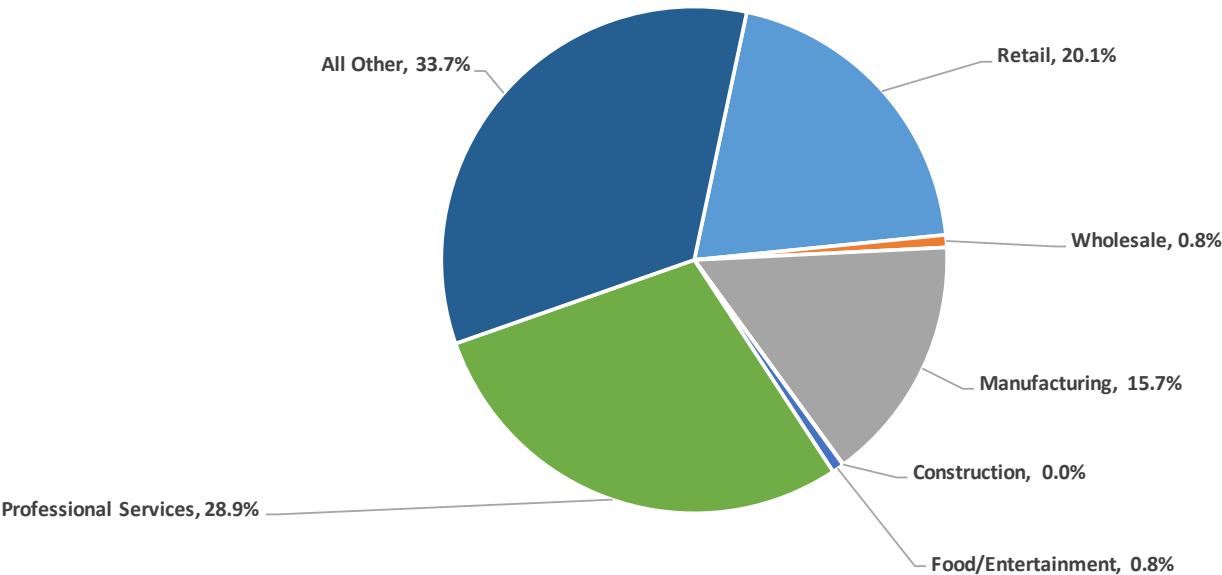
City of Shelton, Washington

Sales Tax Breakdown by Type

2024 thru October



October 2024



October 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
City-wide Fund Balances						
General Fund	5,376,171	16,106,204	15,548,060	5,934,315	558,144	10.4%
Street Fund	697,708	1,709,745	1,883,898	523,555	(174,153)	-25.0%
Capital Resource Funds						
Real Estate Excise Tax -1	564,950	194,000	102,570	656,380	91,430	16.2%
Real Estate Excise Tax -2	785,498	190,000	90,000	885,498	100,000	12.7%
Transport Benefit District	1,527,227	98,782	732,000	894,009	(633,218)	-41.5%
Traffic Impact Fees	786,725	136,000	-	922,725	136,000	17.3%
General Resources	1,181,350	505,824	-	1,687,174	505,824	42.8%
Tourism Fund	81,739	61,700	81,050	62,389	(19,350)	-23.7%
Bond Fund	7,592	180,100	180,100	7,592	-	0.0%
Capital Improvement Fund	663,979	1,534,702	1,257,452	941,229	277,250	41.8%
Water Fund	2,485,233	3,649,945	4,387,876	1,747,301	(737,932)	-29.7%
Water Capital Fund	1,092,787	2,955,355	2,277,970	1,770,172	677,385	62.0%
Sewer Fund	4,439,434	7,305,236	8,064,031	3,680,638	(758,796)	-17.1%
Sewer Capital Fund	662,153	1,368,351	679,410	1,351,094	688,941	104.0%
Solid Waste Fund	294,543	145,402	154,329	285,616	(8,927)	-3.0%
Storm Drainage Fund	1,278,325	1,691,247	2,036,444	933,128	(345,197)	-27.0%
Storm Drainage Capital Fund	10,854	395,000	122,780	283,074	272,220	2508.0%
Payroll Benefits Fund	220,708	105,115	67,092	258,731	38,023	17.2%
Equipment Rental Fund	411,211	804,287	693,000	522,498	111,287	27.1%
Firefighters Pension Fund	387,414	24,353	64,590	347,177	(40,237)	-10.4%
Library Endowment Fund	128,936	1,650	-	130,586	1,650	1.3%
City-wide Fund Totals	23,084,537	39,162,998	38,422,654	23,824,881	740,344	3.2%

City-Wide FTE by Fund

General Fund	2023 Revised	2024 Budget	Oct 31 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	-
Total General Fund	66.45	65.48	3.50

Other City Funds	2023 Revised	2024 Budget	Oct 31 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	-
Total Other Funds	34.05	34.05	3.00
Total City	100.50	99.53	6.50

October 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru October	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
General Fund					
Taxes	10,674,781	8,455,557	10,663,941	(10,840)	-0.1%
Licenses & Permits	295,050	340,297	381,770	86,720	29.4%
Intergovernmental Revenue	669,070	760,548	821,759	152,689	22.8%
Charges for Goods/Services	3,527,342	3,170,794	3,630,187	102,845	2.9%
Fines and Penalties	92,550	55,599	62,070	(30,480)	-32.9%
Miscellaneous Revenue	132,000	525,445	546,476	414,476	314.0%
Transfers In	47,000	-	-	(47,000)	-100.0%
Total Revenues	15,437,793	13,308,241	16,106,204	668,411	4.3%
Wages	5,854,052	4,524,369	5,618,830	235,222	4.0%
Benefits	2,369,590	1,763,333	2,133,024	236,566	10.0%
Professional Services	4,664,168	3,388,503	4,780,184	(116,016)	-2.5%
Transfers-Out	818,530	569,626	1,155,460	(336,930)	-41.2%
Other	1,858,931	1,496,298	1,860,562	(1,631)	-0.1%
Total Expenditures	15,565,271	11,742,129	15,548,060	17,211	0.1%
Net Revenues Less Expenditures	(127,478)	1,566,113	558,144	685,622	
Street Fund					
Taxes	675,000	615,779	700,000	25,000	3.7%
Licenses & Permits	10,000	33,918	39,000	29,000	290.0%
Intergovernmental Revenue	199,000	162,047	186,020	(12,980)	-6.5%
Charges for Goods/Services	106,120	90,880	108,860	2,740	2.6%
Miscellaneous Revenue	1,500	30,675	30,865	29,365	1957.6%
Transfers In	790,000	520,000	645,000	(145,000)	-18.4%
Total Revenues	1,781,620	1,453,300	1,709,745	(71,875)	-4.0%
Wages	387,638	359,564	431,490	(43,852)	-11.3%
Benefits	180,622	159,742	191,680	(11,058)	-6.1%
Professional Services	397,440	121,891	258,933	138,507	34.8%
Other	921,058	785,250	1,001,795	(80,737)	-8.8%
Total Expenditures	1,886,758	1,426,447	1,883,898	2,860	0.2%
Net Revenues Less Expenditures	(105,138)	26,853	(174,153)	(69,015)	
Capital Resources - Real Estate Excise Tax - 1 (REET-1)					
Taxes	52,500	143,948	170,000	117,500	223.8%
Miscellaneous Revenue	-	23,089	24,000	24,000	
Total Revenues	52,500	167,037	194,000	141,500	269.5%
Transfers-Out	102,570	11,237	102,570	-	0.0%
Total Expenditures	102,570	11,237	102,570	-	0.0%
Net Revenues Less Expenditures	(50,070)	155,800	91,430	141,500	

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

October 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru October	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Capital Resources - Real Estate Excise Tax - 2 (REET-2)					
Taxes	52,500	139,480	160,000	107,500	204.8%
Miscellaneous Revenue	-	29,334	30,000	30,000	
Total Revenues	52,500	168,814	190,000	137,500	261.9%
Transfers-Out	90,000	75,000	90,000	-	0.0%
Total Expenditures	90,000	75,000	90,000	-	0.0%
Net Revenues Less Expenditures	(37,500)	93,814	100,000	137,500	

Capital Resources -Transportation Benefit District (TBD)					
Miscellaneous Revenue	-	35,776	36,000	36,000	
Transfers In	-	62,782	62,782	62,782	
Total Revenues	-	98,558	98,782	98,782	
Transfers-Out	832,000	632,000	732,000	100,000	12.0%
Total Expenditures	832,000	632,000	732,000	100,000	12.0%
Net Revenues Less Expenditures	(832,000)	(533,442)	(633,218)	198,782	

Capital Resources - Traffic Impact Fees (TIF)					
Charges for Goods/Services	80,000	70,661	106,000	26,000	32.5%
Miscellaneous Revenue	-	29,526	30,000	30,000	
Total Revenues	80,000	100,186	136,000	56,000	70.0%
Transfers-Out	-	-	-	-	
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	80,000	100,186	136,000	56,000	

Capital Resources - General					
Miscellaneous Revenue	-	45,068	45,969	45,969	
Transfers In	-	-	459,855	459,855	
Total Revenues	-	45,068	505,824	505,824	
Transfers-Out	23,000	-	-	23,000	100.0%
Total Expenditures	23,000	-	-	23,000	100.0%
Net Revenues Less Expenditures	(23,000)	45,068	505,824	528,824	

Capital Resources Fund - General Notes

Transfer in from General Fund - \$160k Opioid funds and \$300k for future Enterprise lease payments.

Tourism Fund					
Taxes	48,000	52,111	58,000	10,000	20.8%
Miscellaneous Revenue	100	3,645	3,700	3,600	3600.0%
Total Revenues	48,100	55,756	61,700	13,600	28.3%
Professional Services	97,248	51,750	81,050	16,198	16.7%
Total Expenditures	97,248	51,750	81,050	16,198	16.7%
Net Revenues Less Expenditures	(49,148)	4,006	(19,350)	29,798	

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October 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru October	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Bond Fund					
Taxes	-	-	-	-	
Transfers In	180,100	42,550	180,100	-	0.0%
Total Revenues	180,100	42,550	180,100	-	0.0%
Other	180,100	42,550	180,100	-	0.0%
Total Expenditures	180,100	42,550	180,100	-	0.0%
Net Revenues Less Expenditures	-	0	-	-	
Capital Improvement Fund					
Intergovernmental Revenue	1,074,500	699,899	701,245	(373,255)	-34.7%
Charges for Goods/Services	20,000	130,457	130,457	110,457	552.3%
Transfers In	703,000	703,000	703,000	-	0.0%
Total Revenues	1,797,500	1,533,356	1,534,702	(262,798)	-14.6%
Professional Services	-	33,580	40,290	(40,290)	
Other	1,797,500	1,024,773	1,217,162	580,338	1.3%
Total Expenditures	1,797,500	1,058,354	1,257,452	540,048	30.0%
Net Revenues Less Expenditures	-	475,002	277,250	277,250	
Water Fund					
Charges for Goods/Services	3,206,210	2,989,203	3,505,489	299,279	9.3%
Miscellaneous Revenue	46,100	112,906	144,456	98,356	213.4%
Total Revenues	3,252,310	3,102,109	3,649,945	397,635	12.2%
Wages	741,496	592,512	711,020	30,476	4.1%
Benefits	303,167	250,866	301,050	2,117	0.7%
Professional Services	251,667	249,651	299,580	(47,913)	-19.0%
Transfers-Out	1,031,000	1,031,000	1,031,000	-	0.0%
Other	2,017,752	1,541,059	2,045,226	(27,474)	-1.4%
Total Expenditures	4,345,082	3,665,088	4,387,876	(42,794)	-1.0%
Net Revenues Less Expenditures	(1,092,772)	(562,979)	(737,932)	354,840	
Water Capital Fund					
Intergovernmental Revenue	48,500	1,924,355	1,924,355	1,875,855	3867.7%
Transfers In	1,031,000	1,031,000	1,031,000	-	0.0%
Total Revenues	1,079,500	2,955,355	2,955,355	1,875,855	173.8%
Other	1,079,500	2,129,712	2,277,970	(1,198,470)	-111.0%
Total Expenditures	1,079,500	2,129,712	2,277,970	(1,198,470)	-111.0%
Net Revenues Less Expenditures	-	825,643	677,385	677,385	

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

October 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru October	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Sewer Fund					
Charges for Goods/Services	6,757,539	5,984,165	7,056,376	298,837	4.4%
Miscellaneous Revenue	18,000	239,288	248,860	230,860	1282.6%
Total Revenues	6,775,539	6,223,453	7,305,236	529,697	7.8%
Wages	967,051	758,181	909,820	57,231	5.9%
Benefits	437,406	317,798	381,340	56,066	12.8%
Professional Services	422,085	419,433	541,250	(119,165)	-28.2%
Transfers-Out	1,294,000	1,294,000	1,294,000	-	0.0%
Other	4,815,614	4,086,982	4,937,621	(122,007)	-2.5%
Total Expenditures	7,936,156	6,876,394	8,064,031	(127,875)	-1.6%
Net Revenues Less Expenditures	(1,160,617)	(652,941)	(758,796)	401,821	
Sewer Capital Fund					
Intergovernmental Revenue	5,216,500	74,351	74,351	(5,142,149)	-98.6%
Transfers In	1,294,000	1,294,000	1,294,000	-	0.0%
Total Revenues	6,510,500	1,368,351	1,368,351	-	0.0%
Other	6,510,500	158,325	679,410	5,831,090	89.6%
Total Expenditures	6,510,500	158,325	679,410	5,831,090	89.6%
Net Revenues Less Expenditures	-	1,210,026	688,941	688,941	
Solid Waste Fund					
Intergovernmental Revenue	124,500	119,982	123,000	(1,500)	-1.2%
Miscellaneous Revenue	-	21,816	22,402	22,402	
Total Revenues	124,500	141,798	145,402	20,902	16.8%
Professional Services	42,000	24,868	34,000	8,000	19.0%
Other	134,438	120,263	120,329	14,109	10.5%
Total Expenditures	176,438	145,131	154,329	22,109	12.5%
Net Revenues Less Expenditures	(51,938)	(3,333)	(8,927)	43,011	
Storm Drainage Fund					
Intergovernmental Revenue	175,000	23,316	24,000	(151,000)	-86.3%
Charges for Goods/Services	1,583,130	1,370,579	1,614,038	30,908	2.0%
Miscellaneous Revenue	500	52,275	53,209	52,709	10541.7%
Total Revenues	1,758,630	1,446,170	1,691,247	(67,383)	-3.8%
Wages	595,164	431,044	536,710	58,454	9.8%
Benefits	256,842	177,749	214,690	42,152	16.4%
Professional Services	123,090	51,862	81,850	41,240	33.5%
Transfers-Out	395,000	395,000	395,000	-	0.0%
Other	784,111	634,467	808,194	(24,083)	-3.1%
Total Expenditures	2,154,207	1,690,121	2,036,444	117,763	5.5%
Net Revenues Less Expenditures	(395,577)	(243,951)	(345,197)	50,380	
Storm Drainage Capital Fund					
Intergovernmental Revenue	-	-	-	-	
Transfers In	395,000	395,000	395,000	-	0.0%
Total Revenues	395,000	395,000	395,000	-	0.0%
Other	395,000	18,984	122,780	272,220	68.9%
Total Expenditures	395,000	18,984	122,780	272,220	68.9%
Net Revenues Less Expenditures	-	376,016	272,220	272,220	

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

October 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru October	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Payroll Benefits Fund					
Charges for Goods/Services	40,000	41,703	50,040	10,040	25.1%
Miscellaneous Revenue	350	7,460	8,000	7,650	2185.7%
Transfers In	120,000	22,313	47,075	(72,925)	-60.8%
Total Revenues	160,350	71,476	105,115	(55,235)	-34.4%
Benefits	160,350	37,381	67,092	93,258	58.2%
Total Expenditures	160,350	37,381	67,092	93,258	58.2%
Net Revenues Less Expenditures	-	34,096	38,023	38,023	

Equipment Maint & Rental Fund					
Intergovernmental Revenue	-	-	-	-	
Miscellaneous Revenue	5,000	12,554	13,500	8,500	170.0%
Total Revenues	583,000	680,217	804,287	221,287	38.0%
Wages	111,323	95,211	114,250	(2,927)	-2.6%
Benefits	53,852	45,122	54,140	(288)	-0.5%
Professional Services	22,308	897	1,070	21,238	95.2%
Other	384,998	400,666	523,540	(138,542)	-36.0%
Total Expenditures	572,481	541,895	693,000	(120,519)	-21.1%
Net Revenues Less Expenditures	10,519	138,321	111,287	100,768	

Equipment Maint & Rental Fund Notes

Patch Truck that was ordered in 2023 not received until 2024

Firefighter's Pension Fund					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	9,000	23,488	24,353	15,353	170.6%
Transfers In	50,000	-	-	(50,000)	-100.0%
Total Revenues	59,100	23,488	24,353	(34,747)	-58.8%
Benefits	80,600	45,823	64,590	16,010	19.9%
Total Expenditures	80,600	45,823	64,590	16,010	19.9%
Net Revenues Less Expenditures	(21,500)	(22,335)	(40,237)	(18,737)	

Firefighters Pension Fund Notes

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

Library Endowment Fund					
Miscellaneous Revenue	1,600	1,579	1,650	50	3.1%
Total Revenues	1,600	1,579	1,650	50	3.1%
Transfers-Out	24,000	-	-	24,000	100.0%
Total Expenditures	24,000	-	-	24,000	100.0%
Net Revenues Less Expenditures	(22,400)	1,579	1,650	24,050	

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CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 11/22/2024
Brief Date: 12/17/2024
Action Date: 01/07/2025

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

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Accepting MACECOM Lease

☐ Ordinance

☐ Dept. Head

☒ Resolution

☐ Finance Director

ATTACHMENTS:
**Resolution No. 1358-1124
Lease Agreement**

☒ Motion

☐ Attorney

☐ None

☒ City Clerk

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City will be entering into a Lease Agreement with MACECOM for the use of 2,472 sq. ft. in the Civic Center building for the purpose of MACECOM operations. MACECOM will pay the City a monthly base rent, plus additional monthly rates by the 1st day of each month.

As part of the Lease Agreement the City will maintain the premises in compliance with all applicable building codes and regulations, in good repair and condition.

The Lease Agreement term is January 1, 2025, through December 31, 2025. MACECOM plans to terminate this agreement during 2025 due to them relocating. No specific date has been determined at this time. City and MACECOM staff will be putting together a 'Move Out Plan' in early 2025 with more in-depth information regarding infrastructure, equipment, cleaning and repair of the area.

BUDGET/FISCAL INFORMATION:

MACECOM will pay rent of \$1,085.97 per month, plus an addition of \$3,936.90 per month for additional rates. Additional rates include utility costs, building maintenance and custodial services, supplies, communications, uninterrupted power supply and generator costs. The amounts were based off of 2023 actual costs, hours and 2025 staff rates.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the Parks, Recreation and Facilities division.

STAFF RECOMMENDATION/MOTION:

Staff recommends, "I move to place Resolution No. 1358-1124 on the January 7, 2025, consent agenda for further consideration."

RESOLUTION NO. 1358-1124

A RESOLUTION OF THE COUNIL OF THE CITY OF SHELTON, WASHINGTON ACCEPTING
A LEASE AGREEMENT WITH MACECOM

WHEREAS, the Landlord leases to Tenant 2,472 square feet of space located in the City of Shelton Civic Center building, 525 W. Cota Street, Shelton, WA, for the purpose of MACECOM operations; and

WHEREAS, the Tenant shall pay Landlord, as rent, \$1,085.97 per month in base rent, plus \$3,936.90 per month in Additional Rates; and

WHEREAS, rent shall be payable monthly by the 1st day of each month; and

WHEREAS, Landlord shall, unless herein specified to the contrary, maintain the premises in compliance with all applicable building codes and regulations, in good repair and tenantable condition during the continuance of this Agreement; and

WHEREAS, this Lease Agreement shall be effective from January 1, 2025, to December 31, 2025, unless terminated by either Party.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, allowing the City Manager to sign and execute the lease agreement with MACECOM.

INTRODUCED on the 17th day of December 2024 and PASSED by the City Council at its regular meeting held on the 7th day of January 2025.

Mayor Onisko

ATTEST:

City Clerk Nault

MACECOM Facilities Lease

THIS LEASE AGREEMENT, hereinafter referred to as “Agreement,” is made and entered into by and between the City of Shelton, a municipal corporation hereinafter called “Landlord” and MACECOM (Mason County Emergency Communications), hereinafter called “Tenant.”

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Leased Property. Landlord hereby leases to Tenant 2,472 square feet of space located in the City of Shelton Civic Center building, 525 W. Cota Street, Shelton, Washington, 98584 for the purpose of MACECOM operations.

2. Rent. The Tenant shall pay Landlord, as rent, \$1,085.97 per month in base rent (“Rent”) in 2025. The Rent shall increase by three percent (3%) annually for the term of this agreement. 2026 Rent will be \$1,118.55 and 2027 Rent will be \$1,152.11. Additional rates of \$3,936.90 per month will also be paid as described in Paragraph 4 of this Agreement.

Rent shall be payable monthly by the 1st day of each month. Additional Rates, calculated on a yearly basis, shall be payable in monthly installments by the 1st day of each month.

3. Term. This Agreement shall be effective from January 1, 2025 to December 31, 2025 unless terminated by either Party. The Parties shall have the right to extend this Agreement for additional terms (“Renewal Term”) by mutual agreement. Each Renewal Term shall be on the same terms and conditions as set forth herein unless the Parties mutually agree otherwise. The Parties anticipate that MACECOM will terminate this Agreement before the end of 2025 to relocate to a new space. Upon termination, MACECOM shall follow the ‘Move Out Plan,’ that will be determined and agreed upon between both Parties come January 2025.

4. Additional Rates. Landlord shall furnish to Tenant utilities (water, sewer, and solid waste collection), electrical power, electrical backup power, information technology and communications infrastructure (such as phone lines and Internet access), parking for personnel, and maintenance and custodial services. (hereinafter “Additional Rates.”). Additional Rates shall be charged as set forth on Attachment A to this Agreement. The Landlord may adjust the Additional Rates on January 1st of each year to cover increased costs to the Landlord. The prior year’s monthly Additional Rates will be paid during the current contract year until the new rates are established. Any adjustment made to the Additional Rates will be back billed or credited for those months at the time the new rates are set.

5. Maintenance and inspections. Landlord shall, unless herein specified to the contrary, maintain the premises in compliance with all applicable building codes and regulations, in good repair and tenantable condition during the continuance of this Agreement, except in case of damage arising from the negligence or intentional acts of the Tenant or Tenant's employees, which damage shall be repaired at the Tenant's expense. For the purpose of so maintaining the premises, the Landlord reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. For the purpose of maintenance and custodial services, the Leased Property shall have equivalent priority as it would have had if it were being used for the Landlord's operations.

6. Tenant Improvements. The Tenant may not structurally alter, improve, add to, or physically modify the premises in any fashion without the prior written consent of the Landlord. Should the Tenant desire that any tenant improvements be made to the premises, the Tenant shall make a written request to the Landlord. If the tenant improvement is acceptable to the Landlord, the Landlord may install the improvement, subject to any procurement, public bidding, or prevailing wages laws that may apply. The Tenant shall compensate the Landlord for the costs of the improvements. Following termination of the Lease, all tenant improvements shall become the property of the Landlord.

7. Default. Should the Tenant default on this Agreement by failing to pay base rent, Additional Rates, or for the cost of tenant improvements, the Landlord may terminate the Agreement after giving thirty (30) days written notice to the Tenant. Provided, however, that the Tenant may avoid termination by paying all past-due amounts within thirty (30) days of receiving the termination notice.

8. Notice of defects in Property. The Tenant shall give the Landlord prompt notice of any defects or dangerous conditions in the premises that require non-routine custodial or maintenance services.

9. Insurance.

Indemnification / Hold Harmless

Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein

constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and City. The provisions of this section shall survive the expiration or termination of this Lease.

A. Insurance Term

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

B. No Limitation

The Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Tenant's membership in Washington Cities Insurance Authority, a self-insured municipal risk pool, satisfies this requirement.
2. Property insurance shall be written on an all risk basis.

A. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

B. Other Insurance Provisions

The Lessee's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

C. Acceptability of Insurers

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

D. Verification of Coverage

The Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

E. Waiver of Subrogation

Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

F. City's Property Insurance

City shall purchase and maintain during the term of the lease all-risk property insurance covering the building for its full replacement value without any coinsurance provisions.

G. Notice of Cancellation

The Lessee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

I. City Full Availability of Lessee Limits

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

10. This Agreement may not be assigned.

11. This Agreement shall be construed in accordance with the laws of the State of Washington.

12. All notices, requests, demands and communications hereunder shall be communicated to the following representatives as follows:

City of Shelton
Attn: City Manager
525 W. Cota Street
Shelton, WA 98584
Phone: 360.432.5194

For City of Shelton:
Date: _____

Mayor

MACECOM
Attn: Director of MACECOM
P. O. Box 209
Shelton, WA 98584
Phone: 360.432.5140

For MACECOM:
Date: _____

Attachment A
Additional Rates
MACECOM Facilities Lease
2025

Utility Costs: \$1,508.43/month

Billed at previous year actual cost

Formula: % of floor space weighted by hours used. 24 hours/7 days per week
 MACECOM sq. ft – 2,472 -- 7.7%
 Civic Center sq. ft. – 31,813
 2023 utility costs - \$78,360.76/12 months x .077 x 3(24hrs)

Minor building maintenance and custodial services:
 \$1,946.33/month

Billed at previous year actual staff hours and current year indirect staff costs

Formula: Number of hours spent cleaning/minor building maintenance and cleaned
floor space
 2023 Custodial hours – 290 x average custodial hourly rate
 2023 Maintenance hours- 100 x average maint. worker and facilities hourly
 rate

Supplies \$253.93/month

Billed at previous year actual costs.

Formula: % of floor space weighted by hours used. 24 hrs./7 days per week
 2023 costs - \$13,191.11/12 months x .077 x 3(24hrs)

Communications: \$104.26/month

Billed at previous year actual costs

Formula: % of telephone costs expensed to Facilities
 2023 communications costs - \$16,249.02 / 12 x .077

Uninterrupted power supply and generator costs at Civic Center:

Monthly maintenance: 2 hours x 71% of maintenance worker rate =
\$81.11/month

Repairs/fuel and unscheduled maintenance at 71% of actual costs, invoiced separately as costs are incurred

Generator costs at 827 S 15th Street:
\$42.84/month

Formula: regular maintenance 45 minutes monthly @ maintenance worker rate

Repairs/fuel and unscheduled maintenance at 100% of actual costs, invoiced separately as costs are incurred

TOTAL \$3,936.90/month



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G1)

Touch Date: 11/26/2024

Action Date: 11/17/2024

Department: Public Works

Presented By: Aaron Nix, Assistant Public Works Director

APPROVED FOR COUNCIL PACKET:

ROUTE TO:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

REVIEWED:

J.O.H.

PROGRAM/PROJECT TITLE:
Resolution #1364-1124 Satellite
WWTP Reclaim Tank Project

ATTACHMENTS:

1. Resolution No.1364-1124
2. PanGEO Scope/Fee for Geotechnical Services

Action Requested:

☐

Ordinance

☒

Resolution

☒

Motion

☐

None

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Original Contract, 9/4/2018, \$57,100

Amendment #1, 7/21/2020, \$38,900

Amendment #2, 1/10/2023, \$138,200, extended contract until 12/31/2024

Amendment #3, 5/21/2024, \$12,000

Staff is requesting that Council to approve design contract amendment #4, which requests additional funds to conduct an onsite geotechnical analysis to ensure that the new 500,000-gallon storage tank can be supported by the existing soils on the project site. The geotechnical work was not previously scoped out as part of this project and Staff feels that it is imperative that this work is completed to ensure the future stability of the reservoir. This amendment will allow the City to proceed to bidding and construction of the reservoir and expend the grant funds the City received in 2021. In addition, Staff is requesting that Council extend the current design contract with Gray & Osborne through June 30, 2025 to complete this design and construction bidding phases of the this project.

BUDGET/FISCAL INFORMATION:

The project costs are covered with \$2,000,000 of State grant funds awarded to the City in 2021. The project, design, permitting, reservoir construction, and construction management costs have been included as part of the grant award. Amendment #4 is needed to complete the design work, in accordance with the grant requirements and conditions placed on the monies at the time of the award.

PUBLIC INFORMATION REQUIREMENTS:

Materials for this project can be obtained from the City's Public Works Department.

STAFF RECOMMENDATION/MOTION:

"I move to adopt Resolution No. 1364-1124 as presented."

RESOLUTION NO. 1364-1124

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON
AUTHORIZING THE CITY MANAGER TO APPROVE AMENDMENT #4 TO THE CONTRACT FOR DESIGN
SERVICES ASSOCIATED WITH THE SATELLITE WWTP RECLAIMED TANK PROJECT**

WHEREAS, the City of Shelton previously approved a design contract on September 4, 2018 with Gray & Osborne Inc. for the preparation of a pre-design report and final construction plans and specifications, to construct a 500,000-gallon reclaimed water reservoir at the City Satellite WWTP, and

WHEREAS, the State Department of Commerce awarded the City \$2,000,000 in 2021 for the design and construction of the reservoir, as accepted by City Council by Resolution #1251-1122; and

WHEREAS, three (3) amendments to the original design contract were reviewed and approved by the City Council for the extension of the design contract completion date and an increase to the total contract amount not to exceed \$246,200; and

WHEREAS, the final design of the tank is nearing completion, but additional funds are needed for geotechnical work at the tank location to ensure structural integrity of the base material, and

WHEREAS, these additional services are outlined within the attached PanGEO Geotechnical Report Proposal for \$6,698.00.

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

1. The City Manager is authorized to execute amendment #4 to the design contract with Gray & Osborne to include geotechnical services in an amount not to exceed a total cost of \$252,898.00.
2. The contract with Gray & Osborne is extended to June 30, 2025.
3. The City Manager is authorized to execute any additional contract change orders with Gray & Osborne up to 10% of the updated total design not to exceed cost.

INTRODUCED and **PASSED** by the City Council at its regular meeting on the 17th of December 2024.

ATTEST:

Mayor Onisko

City Clerk Nault

November 25, 2024

File No. P-5476

Mr. Dominic Miller, P.E.
Gray & Osborne, Inc.
2102 Carriage Drive SW
Building I, Suite 102
Olympia, Washington 98502

Subject: Proposal for Geotechnical Engineering Services
 Proposed Reclaimed Water Reservoir
 Shelton, Washington

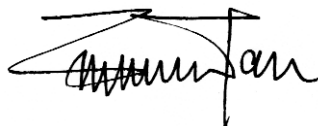
Dear Mr. Miller,

Attached please find our proposed scope of work and cost estimate to assist you with the design of a proposed reservoir to be constructed on a property near the airport in Shelton, Washington. We understand that the reservoir will have a capacity of 500,000 gallons and will be constructed partially below grade. As requested, the current scope of work is limited to providing bearing capacity for sizing the reservoir's foundation.

Our proposed scope of work and fee are summarized in Exhibits I and II, respectively. We estimate that a budget of \$6,698 will be needed to complete the proposed geotechnical study. We will not exceed this amount without your prior authorization.

Please call should you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Siew L. Tan', with a stylized flourish at the end.

Siew L. Tan, P.E.
Principal Geotechnical Engineer

Enclosures: Exhibit I: Scope of Work
 Exhibit II: Cost Estimate

EXHIBIT I - SCOPE OF WORK

1. **Site Reconnaissance/Geologic Review** – We will perform a site reconnaissance, to observe surface features that may impact the design and construction of the reservoir and the storm water pond. We will also collect and review published geologic information, including geologic maps and/or well logs that may be available.
2. **Subsurface Explorations** – We propose exploring the subsurface conditions with two to three test pits. We assume that the City will excavate the test pits for our review at no cost to PanGEO. We also assume that the City’s excavator can reach at least 10 feet deep.
3. **Report** – We will prepare a geotechnical report summarizing the results of our study and recommendations. In general, our report will include:
 - *Site Plan* – A site plan indicating the approximate test pit locations;
 - *Site Descriptions* – Description of surface and subsurface conditions (soil and groundwater) at the site, including summary test boring logs, and geologic setting;
 - *Foundation design recommendations, including:*
 - *Seismic Design* – Seismic site class per 2018 or 2021 editions of IBC;
 - *Foundation Design* – Recommendations for appropriate foundation alternatives and geotechnical design parameters for the reservoirs, including the potential use of piles to resist overturning moments;
 - *Earth Works* – Recommendations for floor subgrade preparation, modulus of subgrade reaction, re-use of the on-site soils, and structural fill requirements.
4. **Meeting/Post Report Consultation** – We budget one project meeting at the G&O Olympia office to discuss our findings and recommendations. We will also provide post-report consultation on an as-needed basis.

EXHIBIT II - COST ESTIMATE

ESTIMATED LABOR:

WORK TASK DESCRIPTION	PERSONNEL & HOURLY RATE						TOTAL HOURS	TOTAL AMOUNT
	P Grant	S. Tan	Proj. Engr.	Staff Geol.	Staff Engr	Admin.		
	\$205.00	\$235.00	\$175.00	\$145.00	\$125.00	\$60.00		
Site Reconnaissance / Geology Review		5		5			10	\$1,900
Observe Test Borings				10			10	\$1,450
Engineering Analysis/Report		4		12			16	\$2,680
Project Meeting/Post Report Consultation		2					2	\$470
TOTAL LABOR:	0	11	0	27	0	0	38	\$6,500

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	0	\$25	\$0
Consolidation Test	0	\$550	\$0
Atterberg Limits	0	\$125	\$0
Grain Size	0	\$120	\$0

LABORATORY TOTAL: \$0

ESTIMATED DIRECT EXPENSES:

Mileage 450 mi @ \$0.68/mi.	\$153
Laboratory Testing	\$0
Field Supplies	\$25
Report Production	\$20
TOTAL DIRECT EXPENSES:	\$198

PROJECT TOTALS AND SUMMARY:

Total Labor Cost	\$6,500
Direct Expenses	\$198
TOTAL:	\$6,698



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G2)

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 19th, 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 to approve Ordinance No. 2026-1024 as presented".

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
Total Expenditures	\$ 44,008,761	\$ 826,143	\$ 44,834,904

Section 2.

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

INTRODUCED the 3rd 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 17th 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 G3)

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:

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 approve Resolution No.1355-1124 as presented."

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 3rd of December 2024 and **PASSED** by the City Council at its regular meeting on the 17th 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

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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 G4)

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 approve Ordinance No. 2027-1024 as presented.”

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 17th day of December 2024.

Mayor Eric Onisko

ATTEST:

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 G5)

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 35th 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:

Information is available from the City Clerk's office.

STAFF RECOMMENDATION/MOTION:

"I move to approve Resolution No.1353-1024 as presented."

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 3rd of December 2024 and **PASSED** by the City Council of the City of Shelton on this 17th day of December 2024.

ATTEST:

Mayor Eric Onisko

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 & Shelton Springs Rd. Roundabout **\$2,550,000**

- Current traffic volumes warrant improvements/intersection reconfiguration at Shelton Springs Rd & 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
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Redevelopment of Derelict Properties	TBD
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INFRASTRUCTURE

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