



Shelton City Council Meeting Agenda  
March 18, 2025 at 6:00 p.m.  
Civic Center & Virtual Platform

**A. Call to Order**

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

**B. Council Reports**

**C. Consent Agenda (Action)**

1. Vouchers numbered 112571 through 112594 and EFT payment numbers 1063 through 1072 in the total amount of \$146,812.02
2. Voucher number 112598 in the amount of \$399.90
3. Vouchers numbered 112599 through 112655, and EFT payment numbers 1073 through 1096 in the total amount of \$209,733.58
4. Payroll warrants numbered 4034 through 4039 and 14459 through 14557. Warrants 112660 through 112678 in the amount of \$520,080.72
5. Designated Crisis Responder Contracts
6. Resolution No. 1372-0325 Brockdale Road Resurfacing Project Final Acceptance
7. Resolution No. 1373-0325 CodePros Contract Amendment #2
8. Minutes:
  - Business Meeting of January 7, 2025
  - Study Session of January 14, 2025

**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. Police Officer Swearing-in
2. January Financial Status Report - Presented by Finance Director Mike Githens

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

1. Resolution No. 1350-0924 Work Order #SCJ-25001 – Mid-Block Crossing (OBJH) Safety Improvement Design – Presented by Asst. Public Works Director Aaron Nix
2. Resolution No. 1369-0225 Budget Commitment for Post-Construction Monitoring at C Street Landfill – Presented by Finance Director Mike Githens
3. Resolution No. 1370-0225 SPD Towing Contract – Presented by Police Chief Chris Kostad

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

1. Resolution No. 1368-0225 Notice of Intent to Annex Vacant Land – Presented by Senior Planner Jason Dose
2. Ordinance No. 2025-0924 Revisions to Permitted Uses Matrix – Presented by Community & Economic Development Director Jae Hill

**H. Administration Reports**

1. City Manager Report

**I. New Items for Discussion**

**J. Announcement of Next Meeting – April 1, 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](mailto:donna.nault@sheltonwa.gov) (before 4:00pm the day of the meeting)

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

Your comments will be relayed directly to the Council.



# 2025 Looking Ahead

(Items and dates are subject to change)

Tues. 3/25 6:00 p.m.	Study Session	<b>Study Agenda</b> <ul style="list-style-type: none"> <li>• SPD Annual Report</li> <li>• Prep for Council Retreat</li> <li>• 2025 Ballot Measures (Transportation Benefit District &amp; Affordable Housing Sales Tax)</li> </ul>	Packet Items Due: 3/21 @ 5:00 p.m.
Tues. 4/1 6:00 p.m.	Regular Meeting	<b>Consent Agenda</b> <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> <li>• Resolution No. 1369-0225 Committing to Budget for Post-Construction Monitoring at the C-Street Landfill</li> <li>• Resolution No. 1370-0225 SPD Towing Contract</li> </ul> <b>Presentations</b> <ul style="list-style-type: none"> <li>• Law Enforcement Memorial Induction</li> <li>• Proclamation – Child Abuse Prevention Month</li> </ul> <b>Business Agenda</b> <ul style="list-style-type: none"> <li>• Resolution No. 1362-1124 Agreement #24-007-PSA for Systemic Ped. Safety &amp; Olympic Hwy North Improvements Design Services</li> <li>• Resolution No. 1366-1224 WSDOT City Street Striping Contract</li> <li>• Resolution No. 1374-0325 Gray &amp; Osborne Satellite WWTP Reclaimed Tank Design Contract Amend. No. 5</li> </ul> <b>Public Hearing</b> <ul style="list-style-type: none"> <li>• </li> </ul> <b>Action Agenda</b> <ul style="list-style-type: none"> <li>• Resolution No. 1350-0924 Work Order #SCJ-25001 for Mid-Block Crossing (OBJH) Safety Improvement Design</li> </ul> <b>Administration Report</b> <ul style="list-style-type: none"> <li>• </li> </ul>	Packet Items Due: 3/21 @ 5:00 p.m.
Tues. 4/8 6:00 p.m.	Study Session	<b>Study Agenda</b> <ul style="list-style-type: none"> <li>• Comp. Plan Land Use Update</li> <li>• Multi-Family Tax Exemption Ordinance</li> </ul>	Packet Items Due: 4/4 @ noon
Tues. 4/15 6:00 p.m.	Regular Meeting	<b>Consent Agenda</b> <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> <b>Presentations</b> <ul style="list-style-type: none"> <li>• February Financial Status Report</li> </ul> <b>Business Agenda</b> <ul style="list-style-type: none"> <li>• </li> </ul> <b>Public Hearing</b> <ul style="list-style-type: none"> <li>• </li> </ul> <b>Action Agenda</b>	Packet Items Due: 4/4 @ 5:00 p.m.

		<ul style="list-style-type: none"> <li>Resolution No. 1362-1124 Agreement #24-007-PSA for Systemic Ped. Safety &amp; Olympic Hwy North Improvements Design Services</li> <li>Resolution No. 1366-1224 WSDOT City Street Striping Contract</li> <li>Resolution No. 1374-0325 Gray &amp; Osborne Satellite WWTP Reclaimed Tank Design Contract Amend. No. 5</li> </ul> Administration Report	
Tues. 4/22 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 4/18 @ noon
Mon. 5/5 8:30 a.m.	Special Meeting	Council Retreat	N/A
Tues. 5/6 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentations <ul style="list-style-type: none"> <li></li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Public Hearing <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Reports <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 4/25 @ 5:00 p.m.
Tues. 5/13 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 5/9 @ noon

Other – TBD

- International Property Maintenance Code
- Downtown Street Tree/Sidewalk Repair Project
- Civic Center Police Area Fencing Project
- MBR Treatment Plant Tank Project
- Crosstown Trail & Rail Removal Project
- Angleside Pressure Zone Improvement Project
- Civic Center Uninterrupted Power Supply (UPS) Replacement Project (State Contract Procurement)
- Shelton Reservoir Vent Hood Replacement Project



## 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 112571 through number 112594 and EFT payment numbers 1063 through 1072 in the total amount of \$146,812.02 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 28th of February, 2025.

  
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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
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: APPKT03461 - FEBRUARY 28, 2025 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN02007	ADVANCE ENVIRONMENTAL, INC.	02/28/2025	EFT	0.00	905.00	1063
VEN02338	BHC CONSULTANTS LLC	02/28/2025	EFT	0.00	20,899.55	1064
005900	CAPITAL BUSINESS MACHINES	02/28/2025	EFT	0.00	134.43	1065
VEN02589	CIVILAIR ENGINEERS PLLC	02/28/2025	EFT	0.00	18,618.75	1066
VEN02285	CONSEJO COUNSELING & REFERRAL	02/28/2025	EFT	0.00	11,034.48	1067
009351	DELAGE LANDEN FINANCIAL SVCS	02/28/2025	EFT	0.00	866.88	1068
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	02/28/2025	EFT	0.00	3,344.00	1069
189670	THE SHOPPER	02/28/2025	EFT	0.00	118.92	1070
VEN02458	THOMAS GARVEY	02/28/2025	EFT	0.00	1,180.00	1071
VEN01877	TRANSPOGROUP	02/28/2025	EFT	0.00	15,256.25	1072
VEN01393	APGN INC.	02/28/2025	Regular	0.00	6,075.05	112571
VEN02340	BLT SHELTON PONY, LLC	02/28/2025	Regular	0.00	260.49	112572
098000	BUILDERS FIRSTSOURCE	02/28/2025	Regular	0.00	128.54	112573
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	02/28/2025	Regular	0.00	12,671.56	112574
009595	DEPT. OF LICENSING	02/28/2025	Regular	0.00	54.00	112575
VEN01299	GRAY & OSBORNE	02/28/2025	Regular	0.00	16,787.91	112576
VEN02509	HOUSE BROTHERS CONST INC	02/28/2025	Regular	0.00	95.00	112577
070966	JOHN HANCOCK LIFE INS CO	02/28/2025	Regular	0.00	1,286.98	112578
109200	MASON COUNTY HISTORICAL	02/28/2025	Regular	0.00	6,250.00	112579
VEN02312	ODP BUSINESS SOLUTIONS LLC	02/28/2025	Regular	0.00	762.51	112580
VEN02094	OLYMPIC ELEVATOR COMPANY	02/28/2025	Regular	0.00	845.06	112581
155541	PARAMETRIX, INC.	02/28/2025	Regular	0.00	3,840.00	112582
VEN02623	PETROCARD, INC	02/28/2025	Regular	0.00	3,513.11	112583
VEN02224	PROFESSIONAL TRAINING ASSOCIAT	02/28/2025	Regular	0.00	1,220.00	112584
903584	RIGHT SYSTEMS	02/28/2025	Regular	0.00	15,104.97	112585
008948	SEATTLE DAILY JOURNAL OF COMM	02/28/2025	Regular	0.00	572.40	112586
186500	SHELTON MASON COUNTY CHAMBE	02/28/2025	Regular	0.00	2,000.00	112587
200985	THURSTON CO PUBLIC HEALTH	02/28/2025	Regular	0.00	672.00	112588
201300	TOZIER BROS INC.	02/28/2025	Regular	0.00	10.91	112589
201875	TYLER TECHNOLOGIES	02/28/2025	Regular	0.00	1,305.00	112590
201957	ULINE	02/28/2025	Regular	0.00	154.45	112591
145325	VALVOLINE LLC	02/28/2025	Regular	0.00	77.73	112592
VEN02544	VESTIS GROUP INC	02/28/2025	Regular	0.00	78.84	112593
053987	WESTBAY NAPA AUTO PARTS	02/28/2025	Regular	0.00	687.25	112594

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	43	24	0.00	74,453.76
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	17	10	0.00	72,358.26
	60	34	0.00	146,812.02

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2025	146,812.02
			<u>146,812.02</u>



Shelton, WA

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VENO2007	ADVANCE ENVIRONMENTAL, INC.	02/28/2025	EFT	0.00	905.00	1063
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">10510</a>	Invoice	02/21/2025	PROJECT# 25-191 LAB ANALYSIS/CONSULT	0.00	905.00	
<a href="#">001-142-000-51890-4115</a>		FACIL CIVIC - Professional		PROJECT# 25-191 LAB ANA	905.00	
VENO2338	BHC CONSULTANTS LLC	02/28/2025	EFT	0.00	20,899.55	1064
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">22177</a>	Invoice	02/13/2025	RESERVOIR ROOF VENT RETROFIT DESIGN	0.00	5,477.05	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		RESERVOIR ROOF VENT RE	5,477.05	
<a href="#">22188</a>	Invoice	02/13/2025	COFFEE CREEK WATER AVAILABILITY ANAL	0.00	660.00	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		COFFEE CREEK WATER AVA	660.00	
<a href="#">22189</a>	Invoice	02/13/2025	ANGLESIDE PZ IMPROVEMENTS DESIGN &	0.00	8,341.25	
<a href="#">411-000-000-59434-4101</a>		WAT CAP - Exp-Prof Svcs-	23-UPPERANGLESIDEP	ANGLESIDE PZ IMPROVEM	8,341.25	
<a href="#">22190</a>	Invoice	02/13/2025	MERIDIAN AVE. WATER AVAILABILITY ANA	0.00	6,421.25	
<a href="#">001-115-000-51896-4100</a>		PW ENG - Professional Se		MERIDIAN AVE. WATER AV	6,421.25	
005900	CAPITAL BUSINESS MACHINES	02/28/2025	EFT	0.00	134.43	1065
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">INV251828</a>	Invoice	02/10/2025	CONTRACT CN2621-01	0.00	108.26	
<a href="#">001-118-000-52122-4500</a>		PD PAT - Operating Rental		CONTRACT CN2621-01	108.26	
<a href="#">INV251829</a>	Invoice	02/10/2025	CONTRACT CN2736-01	0.00	26.17	
<a href="#">001-118-000-52122-4500</a>		PD PAT - Operating Rental		CONTRACT CN2736-01	26.17	
VENO2589	CIVILAIR ENGINEERS PLLC	02/28/2025	EFT	0.00	18,618.75	1066
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">250131</a>	Invoice	01/31/2025	SENIOR ENGINEERING SERVICES	0.00	18,618.75	
<a href="#">001-115-000-51896-4100</a>		PW ENG - Professional Se		SENIOR ENGINEERING SER	12,218.75	
<a href="#">302-000-000-59561-4101</a>		CAP IMP - CAP Streets/Si	23-DOWNTOWNTREE	SENIOR ENGINEERING SER	3,850.00	
<a href="#">302-000-000-59562-4100</a>		CAP IMP - SPECIAL PURP	24-TRAIL INTERIM	SENIOR ENGINEERING SER	2,550.00	
VENO2285	CONSEJO COUNSELING & REFERRAL	02/28/2025	EFT	0.00	11,034.48	1067
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">2025-01</a>	Invoice	02/10/2025	SHELTON MUNICIPAL COURT/JANUARY 20	0.00	11,034.48	
<a href="#">001-112-000-51251-4109</a>		MUNI CT - Other Professi	24-ITC	SHELTON MUNICIPAL COU	11,034.48	
009351	DELAGE LANDEN FINANCIAL SVCS	02/28/2025	EFT	0.00	866.88	1068
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">83557736</a>	Invoice	02/22/2025	CONTRACT 500-50265514	0.00	162.27	
<a href="#">402-300-000-53580-4500</a>		SEW CL MN - Operating R		CONTRACT 500-50265514	13.27	
<a href="#">402-700-000-59135-7001</a>		SEW DEBT - Long Term Le		CONTRACT 500-50265514	149.00	
<a href="#">83557744</a>	Invoice	02/22/2025	CONTRACT 500-50499914	0.00	162.27	
<a href="#">401-000-000-53480-4500</a>		WAT - Operating Rentals		CONTRACT 500-50499914	13.27	
<a href="#">401-250-000-59134-7001</a>		WAT DEBT - Long Term Le		CONTRACT 500-50499914	149.00	
<a href="#">83558909</a>	Invoice	02/22/2025	CONTRACT 500-50492834	0.00	271.17	
<a href="#">001-111-000-51421-4500</a>		FIN UB - Operating Rental		CONTRACT 500-50492834	6.65	
<a href="#">001-111-000-51423-4500</a>		FIN AC - Operating Rental		CONTRACT 500-50492834	6.65	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">001-111-000-59114-7001</a>		FIN - Long Term Lease	CONTRACT 500-50492834		149.40	
<a href="#">001-130-000-51810-4500</a>		HR - Operating Rentals	CONTRACT 500-50492834		8.87	
<a href="#">001-130-000-59117-7001</a>		HR - Long Term Lease	CONTRACT 500-50492834		99.60	
<a href="#">83558914</a>	Invoice	02/22/2025	CONTRACT 500-50499916	0.00	271.17	
<a href="#">001-115-000-51895-4500</a>		PW ADM - Operating Ren	CONTRACT 500-50499916		10.42	
<a href="#">001-115-000-59148-7001</a>		PW ADM - Long Term Lea	CONTRACT 500-50499916		117.03	
<a href="#">001-120-000-51310-4500</a>		C MGR - Operating Rental	CONTRACT 500-50499916		1.11	
<a href="#">001-120-000-59113-7001</a>		C MGR - Long Term Lease	CONTRACT 500-50499916		12.45	
<a href="#">001-140-000-55860-4500</a>		CD PLAN - Operating Rent	CONTRACT 500-50499916		10.64	
<a href="#">001-140-000-59158-7001</a>		CD - Long Term Lease	CONTRACT 500-50499916		119.52	
183400	SCJ ALLIANCE-SHEA, CARR & JEWEL	02/28/2025	EFT	0.00	3,344.00	1069
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">80058</a>	Invoice	02/12/2025	WALLACE KNEELAND/SHELTONSPRINGS A	0.00	3,344.00	
<a href="#">101-000-000-54230-4100</a>		ST RD WAY - Professional		WALLACE KNEELAND/SHEL	3,344.00	
189670	THE SHOPPER	02/28/2025	EFT	0.00	118.92	1070
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">63883</a>	Invoice	12/20/2024	COMBATIVE PRINCIPLE SIGNS	0.00	118.92	
<a href="#">001-118-000-52122-4100</a>		PD PAT - Professional Serv		COMBATIVE PRINCIPLE SIG	118.92	
VEN02458	THOMAS GARVEY	02/28/2025	EFT	0.00	1,180.00	1071
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1065</a>	Invoice	02/05/2025	CONFLICT ATTORNEY SVC/OCT - JAN 2025	0.00	1,180.00	
<a href="#">001-122-000-51593-4101</a>		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SVC/	1,180.00	
VEN01877	TRANSGROUP	02/28/2025	EFT	0.00	15,256.25	1072
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">34374</a>	Invoice	02/13/2025	ADA TRANSITION PLAN	0.00	15,256.25	
<a href="#">101-000-000-54261-4100</a>		ST S WALK - Professional		ADA TRANSITION PLAN	15,256.25	
VEN01393	APGN INC.	02/28/2025	Regular	0.00	6,075.05	112571
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">20815</a>	Invoice	02/06/2025	PO 24-083 MICROLOGIX 1400 BASE UNIT	0.00	6,075.05	
<a href="#">402-400-000-53580-4800</a>		SEW SV MN - Repairs and		PO 24-083 MICROLOGIX 1	6,075.05	
VEN02340	BLT SHELTON PONY, LLC	02/28/2025	Regular	0.00	260.49	112572
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">528251</a>	Invoice	02/14/2025	SCREW, SPRING, NUT, PIN/UNIT#93	0.00	29.28	
<a href="#">001-118-000-52122-3110</a>		PD PAT - Office & Operati		SCREW, SPRING, NUT, PIN/	29.28	
<a href="#">528284</a>	Invoice	02/18/2025	CLIP/VIN3158	0.00	8.83	
<a href="#">001-118-000-52122-3110</a>		PD PAT - Office & Operati		CLIP/VIN3158	8.83	
<a href="#">658293</a>	Invoice	02/17/2025	ALIGNMENT/VIN3158	0.00	152.03	
<a href="#">001-118-000-52122-4805</a>		PD PAT - Repairs and Mai		ALIGNMENT/VIN3158	152.03	
<a href="#">658296</a>	Invoice	02/18/2025	MAINTENANCE/VIN6761	0.00	70.35	
<a href="#">001-118-000-52122-4805</a>		PD PAT - Repairs and Mai		MAINTENANCE/VIN6761	70.35	
098000	BUILDERS FIRSTSOURCE	02/28/2025	Regular	0.00	128.54	112573
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">99433062</a>	Invoice	02/20/2025	ACCT# 671668 MISC SUPPLIES	0.00	67.77	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		ACCT# 671668 MISC SUPP	67.77	
<a href="#">99446504</a>	Invoice	02/24/2025	CUST# 671668 PAINT SUPPLIES	0.00	19.63	



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati	CUST# 671668 PAINT SUPP		19.63	
<a href="#">99452803</a>	Invoice	02/25/2025	CUST# 671668 ASSORTED 1" 32PC RIVET	0.00	41.14	
<a href="#">101-000-000-54230-3100</a>		ST RD WAY - Office and O	CUST# 671668 ASSORTED		41.14	

VEN01281 CITY OF SHELTON - UTILITY BILLS/PE 02/28/2025 Regular 0.00 12,671.56 112574

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">CITY BILLS/FEBRU</a>	Invoice	02/21/2025	CITY BILLS/FEBRUARY 2025	0.00	12,671.56
<a href="#">001-140-000-55430-4700</a>	CD AN CTRL - Utility Servi		CITY BILLS/FEBRUARY 202		330.24
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		CITY BILLS/FEBRUARY 202		93.27
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		CITY BILLS/FEBRUARY 202		308.04
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		CITY BILLS/FEBRUARY 202		13.72
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		CITY BILLS/FEBRUARY 202		329.85
<a href="#">001-141-000-57680-4700</a>	PARKS - Utility Services		CITY BILLS/FEBRUARY 202		510.66
<a href="#">001-142-000-51890-4715</a>	FACIL CIVIC - Utility Servic		CITY BILLS/FEBRUARY 202		193.66
<a href="#">001-142-000-51890-4715</a>	FACIL CIVIC - Utility Servic		CITY BILLS/FEBRUARY 202		745.82
<a href="#">001-142-000-51890-4715</a>	FACIL CIVIC - Utility Servic		CITY BILLS/FEBRUARY 202		156.31
<a href="#">001-142-000-57250-4700</a>	FACIL LIB - Utility Services		CITY BILLS/FEBRUARY 202		618.11
<a href="#">001-142-000-57530-4700</a>	FACIL MUSM - Utility Serv		CITY BILLS/FEBRUARY 202		138.27
<a href="#">101-000-000-54265-4700</a>	ST PRK FAC - Utility Service		CITY BILLS/FEBRUARY 202		164.26
<a href="#">101-000-000-54270-4700</a>	ST RD PRK - Utility Service		CITY BILLS/FEBRUARY 202		96.56
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		CITY BILLS/FEBRUARY 202		20.52
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		CITY BILLS/FEBRUARY 202		20.58
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		CITY BILLS/FEBRUARY 202		50.11
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		CITY BILLS/FEBRUARY 202		24.27
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		CITY BILLS/FEBRUARY 202		23.15
<a href="#">401-000-000-53480-4700</a>	WAT - Utility Services		CITY BILLS/FEBRUARY 202		52.90
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		CITY BILLS/FEBRUARY 202		111.10
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		CITY BILLS/FEBRUARY 202		658.26
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		CITY BILLS/FEBRUARY 202		180.65
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		CITY BILLS/FEBRUARY 202		109.76
<a href="#">401-000-000-53480-4701</a>	WAT - Utility Services - Sh		CITY BILLS/FEBRUARY 202		122.20
<a href="#">402-300-000-53580-4700</a>	SEW CL MN - Utility Servi		CITY BILLS/FEBRUARY 202		20.35
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		CITY BILLS/FEBRUARY 202		33.73
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		CITY BILLS/FEBRUARY 202		626.84
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		CITY BILLS/FEBRUARY 202		3,890.89
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		CITY BILLS/FEBRUARY 202		88.62
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		CITY BILLS/FEBRUARY 202		33.73
<a href="#">402-400-000-53580-4700</a>	SEW SV MN - Utility Servi		CITY BILLS/FEBRUARY 202		25.24
<a href="#">402-500-000-53580-4700</a>	SEW OT MN - Utility Servi		CITY BILLS/FEBRUARY 202		50.58
<a href="#">402-640-000-53580-4700</a>	SEW SV SAT - Utility Servi		CITY BILLS/FEBRUARY 202		23.53
<a href="#">402-640-000-53580-4700</a>	SEW SV SAT - Utility Servi		CITY BILLS/FEBRUARY 202		577.12
<a href="#">402-640-000-53580-4700</a>	SEW SV SAT - Utility Servi		CITY BILLS/FEBRUARY 202		2,172.38
<a href="#">404-000-000-53180-4700</a>	STRM - Utility Services		CITY BILLS/FEBRUARY 202		56.28

009595 DEPT. OF LICENSING 02/28/2025 Regular 0.00 54.00 112575

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">SHP250005</a>	Invoice	02/20/2025	SHP250005	0.00	18.00
<a href="#">657-000-000-58600-0007</a>	Concealed Pistol Permits		SHP250005		18.00
<a href="#">SHP250008</a>	Invoice	02/20/2025	SHP250008	0.00	18.00
<a href="#">657-000-000-58600-0007</a>	Concealed Pistol Permits		SHP250008		18.00
<a href="#">SHP250009</a>	Invoice	02/20/2025	SHP250009	0.00	18.00
<a href="#">657-000-000-58600-0007</a>	Concealed Pistol Permits		SHP250009		18.00

VEN01299 GRAY & OSBORNE 02/28/2025 Regular 0.00 16,787.91 112576

## Check Register

Packet: APPKT03461-FEBRUARY 28, 2025 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">18286.00-49</a>	Invoice	02/03/2025	WELL 1 REHAB/PIPELINE PZ DESIGN SERVI	0.00	11,973.44	
<a href="#">411-000-000-59434-6300</a>		WAT CAP - Construction	18-WELL1REHAB	WELL 1 REHAB/PIPELINE P	11,973.44	
<a href="#">24225.07-3</a>	Invoice	02/03/2025	WATER LOSS EVALUATION	0.00	727.92	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		WATER LOSS EVALUATION	727.92	
<a href="#">24225.08-2</a>	Invoice	02/03/2025	STORMWATER & SEWER STANDARD DTL	0.00	2,722.02	
<a href="#">402-640-000-53580-4100</a>		SEW SV SAT - Professional		STORMWATER & SEWER ST	1,361.01	
<a href="#">404-000-000-53180-4103</a>		STRM - Professional Servi		STORMWATER & SEWER ST	1,361.01	
<a href="#">24225.09-2</a>	Invoice	02/03/2025	ALPINE WAY EASEMENT	0.00	1,364.53	
<a href="#">101-000-000-54230-4100</a>		ST RD WAY - Professional		ALPINE WAY EASEMENT	1,364.53	
VEN02509	HOUSE BROTHERS CONST INC	02/28/2025	Regular	0.00	95.00	112577
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">245951</a>	Invoice	02/17/2025	CUST# 1337 425 W COTA PORTA RENTAL	0.00	95.00	
<a href="#">001-142-000-51890-4515</a>		FACIL CIVIC - Operating R		CUST# 1337 425 W COTA P	95.00	
070966	JOHN HANCOCK LIFE INS CO	02/28/2025	Regular	0.00	1,286.98	112578
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">4005518756</a>	Invoice	03/15/2025	GROUP#03080 K.DOBIE,E.HAEFLIGER,M.L	0.00	1,286.98	
<a href="#">502-000-000-51725-2032</a>		PR BEN - Ins-LongTrmCar		GROUP#03080 K.DOBIE,E.	363.01	
<a href="#">611-000-000-51725-2032</a>		FF PEN - Ins-LongTrmCare		GROUP#03080 K.DOBIE,E.	923.97	
109200	MASON COUNTY HISTORICAL	02/28/2025	Regular	0.00	6,250.00	112579
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">QTR 4/2024 LTAC</a>	Invoice	02/21/2025	QTR 4/2024 LTAC GRANT	0.00	6,250.00	
<a href="#">108-000-000-57390-4108</a>		TRSM - Prof Serv-Mason		QTR 4/2024 LTAC GRANT	6,250.00	
VEN02312	ODP BUSINESS SOLUTIONS LLC	02/28/2025	Regular	0.00	762.51	112580
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">409910277001</a>	Invoice	02/05/2025	ACCT# 28972108 MISC SUPPLIES	0.00	106.03	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		ACCT# 28972108 MISC SU	106.03	
<a href="#">409922796001</a>	Invoice	02/06/2025	ACCT# 28972108 BATTERIES, RECORD BO	0.00	46.97	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		ACCT# 28972108 BATTERIE	46.97	
<a href="#">409922797001</a>	Invoice	02/06/2025	ACCT# 28972108 LEDGER BOOK	0.00	41.60	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		ACCT# 28972108 LEDGER	41.60	
<a href="#">410453267001</a>	Invoice	02/06/2025	ACCT# 28972108 MISC OFFICE SUPPLIES	0.00	423.61	
<a href="#">001-111-000-51421-3100</a>		FIN UB - Office and Opera		ACCT# 28972108 MISC OF	148.51	
<a href="#">001-111-000-51423-3100</a>		FIN AC - Office and Opera		ACCT# 28972108 MISC OF	196.50	
<a href="#">001-130-000-51810-3100</a>		HR - Office and Operating		ACCT# 28972108 MISC OF	54.86	
<a href="#">001-132-000-51888-3100</a>		IT - Office and Operating		ACCT# 28972108 MISC OF	23.74	
<a href="#">410457265001</a>	Invoice	02/06/2025	ACCT# 28972108 LAM POUCH, BINDING P	0.00	48.45	
<a href="#">001-111-000-51423-3100</a>		FIN AC - Office and Opera		ACCT# 28972108 LAM PO	48.45	
<a href="#">411058606001</a>	Invoice	02/13/2025	ACCT# 2897108 FASTENER FILE FOLDERS	0.00	95.85	
<a href="#">001-111-000-51423-3100</a>		FIN AC - Office and Opera		ACCT# 2897108 FASTENER	95.85	
VEN02094	OLYMPIC ELEVATOR COMPANY	02/28/2025	Regular	0.00	845.06	112581
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">17737</a>	Invoice	02/22/2025	MAINTENANCE ON STANNAH STAIR LIFT	0.00	845.06	
<a href="#">001-119-000-52250-4100</a>		FIRE FACIL - Professional		MAINTENANCE ON STANN	845.06	
155541	PARAMETRIX, INC.	02/28/2025	Regular	0.00	3,840.00	112582



## Check Register

Packet: APPKT03461-FEBRUARY 28, 2025 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">64331</a>	Invoice	02/14/2025	SCADA - WATER	0.00	1,005.00	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		SCADA - WATER	1,005.00	
<a href="#">64332</a>	Invoice	02/14/2025	SCADA - SEWER	0.00	2,835.00	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional		SCADA - SEWER	2,835.00	
VENO2623	PETROCARD, INC	02/28/2025	Regular	0.00	3,513.11	112583
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">0545353-IN</a>	Invoice	02/13/2025	CUST# 20-0108487 FUEL	0.00	3,513.11	
<a href="#">503-250-000-58900-0001</a>		EMR - Inventory-Gas		CUST# 20-0108487 FUEL	3,513.11	
VENO2224	PROFESSIONAL TRAINING ASSOCIAT	02/28/2025	Regular	0.00	1,220.00	112584
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">TRANS ID 6337 E</a>	Invoice	02/24/2025	TRANS ID 6337 ETHAN EVANS	0.00	610.00	
<a href="#">402-400-000-53580-4307</a>		SEW SV MN - Travel-Traini		TRANS ID 6337 ETHAN EVA	610.00	
<a href="#">TRANS ID 6343 D</a>	Invoice	02/25/2025	TRANS ID 6343 DONALD WALKER	0.00	610.00	
<a href="#">402-400-000-53580-4307</a>		SEW SV MN - Travel-Traini		TRANS ID 6343 DONALD W	610.00	
903584	RIGHT SYSTEMS	02/28/2025	Regular	0.00	15,104.97	112585
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">SI-190525</a>	Invoice	02/05/2025	CUST# COS006 MANAGED SERVICES	0.00	15,104.97	
<a href="#">001-132-000-51888-4100</a>		IT - Data Processing-Prof		CUST# COS006 MANAGED	15,104.97	
008948	SEATTLE DAILY JOURNAL OF COMM	02/28/2025	Regular	0.00	572.40	112586
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">3407051</a>	Invoice	02/18/2025	ACCT# 3028 RR CROSS DESIGN 2/11,2/18	0.00	572.40	
<a href="#">101-000-000-54230-4100</a>		ST RD WAY - Professional	25-RR XING CLOSURES	ACCT# 3028 RR CROSS DES	572.40	
186500	SHELTON MASON COUNTY CHAMBE	02/28/2025	Regular	0.00	2,000.00	112587
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">LTAC QTR4/2024</a>	Invoice	02/21/2025	LTAC QTR4/2024	0.00	2,000.00	
<a href="#">108-000-000-57390-4100</a>		TRSM - Prof Serv-Chambe		LTAC QTR4/2024	2,000.00	
200985	THURSTON CO PUBLIC HEALTH	02/28/2025	Regular	0.00	672.00	112588
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">LAB FEES/JANUA</a>	Invoice	02/13/2025	LAB FEES/JANUARY 2025	0.00	672.00	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic		LAB FEES/JANUARY 2025	672.00	
201300	TOZIER BROS INC.	02/28/2025	Regular	0.00	10.91	112589
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">474340</a>	Invoice	02/20/2025	CUST# 20090 COUPL HOSE, CLAMP HOSE	0.00	10.91	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 20090 COUPL HOSE	10.91	
201875	TYLER TECHNOLOGIES	02/28/2025	Regular	0.00	1,305.00	112590
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">025-497933</a>	Invoice	02/12/2025	CUST# 48155 FIXED ASSETS	0.00	1,305.00	
<a href="#">001-111-000-51423-4100</a>		FIN AC - Professional Serv		CUST# 48155 FIXED ASSET	1,305.00	
201957	ULINE	02/28/2025	Regular	0.00	154.45	112591



## Check Register

Packet: APPKT03461-FEBRUARY 28, 2025 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">189102665</a>	Invoice	02/12/2025	CUST# 5672395 AIR FRESHENER	0.00	154.45	
<a href="#">001-142-000-51890-3110</a>		FACIL CIVIC - Office & Op		CUST# 5672395 AIR FRESH	154.45	
145325	VALVOLINE LLC	02/28/2025	Regular	0.00	77.73	112592
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">352683</a>	Invoice	02/19/2025	ACCT# 684808 MAINTENANCE/VIN3775	0.00	77.73	
<a href="#">001-118-000-52122-4805</a>		PD PAT - Repairs and Mai		ACCT# 684808 MAINTENA	77.73	
VEN02544	VESTIS GROUP INC	02/28/2025	Regular	0.00	78.84	112593
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">5120624793</a>	Invoice	02/05/2025	CUST# 792105973 COVERALLS, MAT,MOP,	0.00	38.33	
<a href="#">402-400-000-53580-4900</a>		SEW SV MN - Miscellaneous		CUST# 792105973 COVER	38.33	
<a href="#">5120629899</a>	Invoice	02/12/2025	CUST# 792105973 COVERALLS, MAT,MOP,	0.00	40.51	
<a href="#">402-400-000-53580-4900</a>		SEW SV MN - Miscellaneous		CUST# 792105973 COVER	40.51	
053987	WESTBAY NAPA AUTO PARTS	02/28/2025	Regular	0.00	687.25	112594
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">119621</a>	Invoice	02/14/2025	ACCT# 4296 BATTERY,MISC SUPPLIES/UNIT	0.00	186.32	
<a href="#">001-118-000-52122-3110</a>		PD PAT - Office & Operati		ACCT# 4296 BATTERY,MISC	186.32	
<a href="#">120202</a>	Invoice	02/19/2025	ACCT# 4296 TPMS VALVE KIT	0.00	500.93	
<a href="#">503-000-000-54865-3500</a>		EMR - Small Tools/Equip		ACCT# 4296 TPMS VALVE K	500.93	

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	43	24	0.00	74,453.76
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	17	10	0.00	72,358.26
	60	34	0.00	146,812.02

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2025	146,812.02
			146,812.02 ✓

**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 warrant numbered 112598 in the amount of \$399.90 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 5th of March, 2025.

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor 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: APPKT03460 - PYPKT02188 - CUMINGS SS  
CORRECTION

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01081	CITY OF SHELTON-WITHHOLDINGS	03/05/2025	Regular	0.00	399.90	112598

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	399.90
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	0	0	0.00	0.00
	1	1	0.00	399.90

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	3/2025	399.90
			<u>399.90</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 herein vouchers number 112599 through number 112655 and EFT payment numbers 1073 through 1096 in the total amount of \$209,733.58 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 March, 2025.

  
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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
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: APPKT03471 - MARCH 7, 2025 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
2901	ASPECT CONSULTING, LLC	03/06/2025	EFT	0.00	2,016.25	1073
008300	CODE PUBLISHING COMPANY	03/06/2025	EFT	0.00	186.77	1074
008450	COMMUNITY ACTION COUNCIL	03/06/2025	EFT	0.00	38.21	1075
009351	DELAGE LANDEN FINANCIAL SVCS	03/06/2025	EFT	0.00	162.27	1076
VEN02319	DENALI WATER SOLUTIONS LLC	03/06/2025	EFT	0.00	7,531.41	1077
020010	EVERGREEN RURAL WATER	03/06/2025	EFT	0.00	200.00	1078
023078	FASTENAL COMPANY	03/06/2025	EFT	0.00	743.26	1079
VEN01406	FERGUSON WATERWORKS	03/06/2025	EFT	0.00	5,733.46	1080
045000	H.D. FOWLER COMPANY	03/06/2025	EFT	0.00	6,442.67	1081
VEN02140	HAGGARD & GANSON LLP	03/06/2025	EFT	0.00	2,365.00	1082
VEN02494	HD SUPPLY, INC	03/06/2025	EFT	0.00	2,606.16	1083
194000	LEROY T. VALLEY	03/06/2025	EFT	0.00	142.33	1084
VEN02524	MATRIX IMAGING SOLUTIONS LLC	03/06/2025	EFT	0.00	4,390.46	1085
142952	NORTH CENTRAL LABORATORIES	03/06/2025	EFT	0.00	477.15	1086
142965	NORTHSTAR CHEMICAL, INC	03/06/2025	EFT	0.00	5,075.83	1087
158001	PITNEY BOWES	03/06/2025	EFT	0.00	446.47	1088
VEN02532	PROFAST SUPPLY INC	03/06/2025	EFT	0.00	56.30	1089
163450	PURCHASE POWER	03/06/2025	EFT	0.00	959.00	1090
172008	ROGNLIN'S, INC.	03/06/2025	EFT	0.00	20,473.20	1091
189670	THE SHOPPER	03/06/2025	EFT	0.00	222.97	1092
202392	VERIZON WIRELESS	03/06/2025	EFT	0.00	2,878.20	1093
202637	VISION MUNICIPAL SOLUTIONS, LLC	03/06/2025	EFT	0.00	1,787.00	1094
VEN02437	WALTER E NELSON CO OF WESTERN	03/06/2025	EFT	0.00	594.62	1095
203900	WESMAR COMPANY, INC	03/06/2025	EFT	0.00	814.01	1096
000050	AAA SEPTIC LLC	03/07/2025	Regular	0.00	100.00	112599
VEN02665	ADVANCED TECHNOLOGY CONSTR	03/07/2025	Regular	0.00	750.00	112600
001765	AMERICAN PUBLIC WORKS ASSOC	03/07/2025	Regular	0.00	2,299.00	112601
VEN02529	AMERICAN PUMP AND ELECTRIC, LL	03/07/2025	Regular	0.00	3,086.03	112602
VEN02663	ANGELICA ANDRES ZACARIAS	03/07/2025	Regular	0.00	2,000.00	112603
VEN02436	BIG TREES, INC	03/07/2025	Regular	0.00	7,993.26	112604
VEN02340	BLT SHELTON PONY, LLC	03/07/2025	Regular	0.00	674.43	112605
004957	BRENT ARMSTRONG	03/07/2025	Regular	0.00	199.00	112606
098000	BUILDERS FIRSTSOURCE	03/07/2025	Regular	0.00	93.51	112607
108679	CENTRAL MASON FIRE AND EMS	03/07/2025	Regular	0.00	2,167.00	112608
VEN02659	CIMCO-GC SYSTEMS LLC	03/07/2025	Regular	0.00	8,641.22	112609
VEN01214	CINTAS CORPORATION	03/07/2025	Regular	0.00	212.54	112610
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	03/07/2025	Regular	0.00	550.55	112611
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	03/07/2025	Regular	0.00	550.55	112612
VEN01244	COOPER STUDIOS	03/07/2025	Regular	0.00	43.56	112613
VEN01309	CORINA WOOD	03/07/2025	Regular	0.00	39.00	112614
008751	CRYSTAL SPRINGS	03/07/2025	Regular	0.00	490.68	112615
008778	CUMMINS NORTHWEST, LLC.	03/07/2025	Regular	0.00	666.10	112616
009573	DEPT OF ECOLOGY	03/07/2025	Regular	0.00	50,163.06	112617
009595	DEPT. OF LICENSING	03/07/2025	Regular	0.00	72.00	112618
VEN02158	DONALD WALKER	03/07/2025	Regular	0.00	199.00	112619
010085	DYAN S. SMOLINSKY	03/07/2025	Regular	0.00	39.00	112620
VEN02273	ERIC AUSETH	03/07/2025	Regular	0.00	199.00	112621
VEN01985	GSM ENGINEERED FABRICS	03/07/2025	Regular	0.00	10,575.59	112622
VEN02505	GUNDERSON LAW OFFICE, PLLC	03/07/2025	Regular	0.00	10,000.00	112623
045150	HACH COMPANY	03/07/2025	Regular	0.00	561.73	112624
VEN01287	HEALTH CARE CENTER	03/07/2025	Regular	0.00	295.00	112625
053992	HOOD CANAL COMMUNICATIONS	03/07/2025	Regular	0.00	5,184.25	112626
VEN02425	HUMANE SOCIETY OF MASON COUN	03/07/2025	Regular	0.00	1,430.76	112627
VEN02664	JENNIFER BOUMAN-STEAGALL	03/07/2025	Regular	0.00	3,750.00	112628

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
082632	KRISTINA L. HOWARD	03/07/2025	Regular	0.00	39.00	112629
113004	MASON COUNTY - UTILITIES/WASTE	03/07/2025	Regular	0.00	342.52	112630
109750	MASON COUNTY DISTRICT COURT	03/07/2025	Regular	0.00	10.00	112631
113000	MASON COUNTY TREASURER	03/07/2025	Regular	0.00	44.70	112632
VEN02099	MATHEW DUNCAN	03/07/2025	Regular	0.00	175.00	112633
903752	O'REILLY AUTO PARTS	03/07/2025	Regular	0.00	28.71	112634
153500	PACIFIC LAMP & SUPPLY CO	03/07/2025	Regular	0.00	36.85	112635
VEN02623	PETROCARD, INC	03/07/2025	Regular	0.00	2,548.90	112636
159300	POLYDYNE, INC.	03/07/2025	Regular	0.00	8,331.98	112637
188025	SHELTON VETERINARY HOSPITAL	03/07/2025	Regular	0.00	99.59	112638
187000	SHELTON-MASON COUNTY JOURNA	03/07/2025	Regular	0.00	672.00	112639
187000	SHELTON-MASON COUNTY JOURNA	03/07/2025	Regular	0.00	48.00	112640
VEN02177	SOUTH SOUND APPLIANCE	03/07/2025	Regular	0.00	833.07	112641
197259	SUNSET AIR, INC.	03/07/2025	Regular	0.00	2,998.02	112642
201300	TOZIER BROS INC.	03/07/2025	Regular	0.00	130.39	112643
201875	TYLER TECHNOLOGIES	03/07/2025	Regular	0.00	160.00	112644
201957	ULINE	03/07/2025	Regular	0.00	465.80	112645
202340	UTILITIES UNDERGROUND LOCATIO	03/07/2025	Regular	0.00	40.50	112646
VEN02544	VESTIS GROUP INC	03/07/2025	Regular	0.00	92.47	112647
203086	WABO	03/07/2025	Regular	0.00	109.00	112648
203035	WASHINGTON ST. TREASURER	03/07/2025	Regular	0.00	3,356.05	112649
203030	WASHINGTON STATE PATROL	03/07/2025	Regular	0.00	82.00	112650
203780	WATER MGMNT LABORATORIES INC	03/07/2025	Regular	0.00	4,156.00	112651
053987	WESTBAY NAPA AUTO PARTS	03/07/2025	Regular	0.00	673.64	112652
204068	WESTERN SYSTEMS	03/07/2025	Regular	0.00	4,782.86	112653
VEN02327	WHITNEY'S INC	03/07/2025	Regular	0.00	75.59	112654
VEN02139	ZEPELIN SHIPPING & TECHNOLOGY	03/07/2025	Regular	0.00	32.12	112655

## Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	57	0.00	143,390.58
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	32	24	0.00	66,343.00
	<b>119</b>	<b>81</b>	<b>0.00</b>	<b>209,733.58</b>



Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	3/2025	209,733.58
			<u>209,733.58</u>





Shelton, WA

## Check Register

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By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
2901	ASPECT CONSULTING, LLC	03/06/2025	EFT	0.00	2,016.25	1073
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">612543</a>	Invoice	02/24/2025	"C" STREET LANDFILL CONSTRUCTION PLA	0.00	2,016.25	
<a href="#">403-000-000-53780-4103</a>		SOLID WST - Prof Serv- "C	"C" STREET LANDFILL CON		2,016.25	
008300	CODE PUBLISHING COMPANY	03/06/2025	EFT	0.00	186.77	1074
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">GC10015741</a>	Invoice	10/21/2024	CUST# SH4639 MUNICIPAL CODE-WEB UP	0.00	186.77	
<a href="#">001-121-000-51130-4100</a>		CLK CD REV - Prof Service	CUST# SH4639 MUNICIPAL		186.77	
008450	COMMUNITY ACTION COUNCIL	03/06/2025	EFT	0.00	38.21	1075
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">FEBRUARY/2025</a>	Invoice	03/05/2025	FEBRUARY/2025 SOS CONTRIBUTIONS	0.00	38.21	
<a href="#">657-000-000-58600-0014</a>		SOS Contributions	FEBRUARY/2025 SOS CON		38.21	
009351	DELAGE LANDEN FINANCIAL SVCS	03/06/2025	EFT	0.00	162.27	1076
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">83560325</a>	Invoice	02/22/2025	CONTRACT# 50-50493254	0.00	162.27	
<a href="#">401-000-000-53480-4500</a>		WAT - Operating Rentals	CONTRACT# 50-50493254		13.27	
<a href="#">401-250-000-59134-7001</a>		WAT DEBT - Long Term Le	CONTRACT# 50-50493254		149.00	
VENO2319	DENALI WATER SOLUTIONS LLC	03/06/2025	EFT	0.00	7,531.41	1077
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">INV1018763</a>	Invoice	02/20/2025	CUST# 599121378 TRANSPORTATION	0.00	7,531.41	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional	CUST# 599121378 TRANSP		7,531.41	
020010	EVERGREEN RURAL WATER	03/06/2025	EFT	0.00	200.00	1078
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">50657</a>	Invoice	11/25/2024	B.ARMSTRONG BACK IN SADDLE/BASIC EL	0.00	200.00	
<a href="#">402-400-000-53580-4907</a>		SEW SV MN - Miscellaneous	B.ARMSTRONG BACK IN S		200.00	
023078	FASTENAL COMPANY	03/06/2025	EFT	0.00	743.26	1079
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">WATUM231484</a>	Invoice	02/13/2025	CUST# WATUM1961 MISC SUPPLIES	0.00	260.36	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati	CUST# WATUM1961 MISC		260.36	
<a href="#">WATUM231487</a>	Invoice	02/13/2025	CUST# WATUM1962 WIPER,WIPE,GLVS,BT	0.00	265.80	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and	CUST# WATUM1962 WIPE		265.80	
<a href="#">WATUM231645</a>	Invoice	02/20/2025	CUST# WATUM1991 WIPES, BATTRIES, GL	0.00	217.10	
<a href="#">001-118-000-52122-3100</a>		PD PAT - Office and Opera	CUST# WATUM1991 WIPE		217.10	
VENO1406	FERGUSON WATERWORKS	03/06/2025	EFT	0.00	5,733.46	1080
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">0068435</a>	Invoice	02/14/2025	CUST# 2543 MTR BOX, LID W/AMR	0.00	5,520.95	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati	CUST# 2543 MTR BOX, LID		5,520.95	
<a href="#">0070623</a>	Invoice	02/28/2025	CUST# 2543 METER COUP	0.00	212.51	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati	CUST# 2543 METER COUP		212.51	
045000	H.D. FOWLER COMPANY	03/06/2025	EFT	0.00	6,442.67	1081
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">16931188</a>	Invoice	02/14/2025	CITYOFSHELTON/RE-SETTERS	0.00	1,901.82	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CITYOFSHELTON/RE-SETTE	1,901.82	
<a href="#">16938190</a>	Invoice	02/26/2025	CITY OF SHELTON/METER GASKETS	0.00	2,061.15	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CITY OF SHELTON/METER	2,061.15	
<a href="#">16938191</a>	Invoice	02/26/2025	CITY OF SHELTON/7"RE-SETTERS	0.00	2,479.70	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CITY OF SHELTON/7"RE-SE	2,479.70	
VEN02140	HAGGARD & GANSON LLP	03/06/2025	EFT	0.00	2,365.00	1082
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">630</a>	Invoice	02/28/2025	SHELT.001E GENERAL COUNSEL/LEGAL FE	0.00	2,365.00	
<a href="#">001-122-000-51541-4100</a>		LEGAL - Professional Servi		SHELT.001E GENERAL COU	2,365.00	
VEN02494	HD SUPPLY, INC	03/06/2025	EFT	0.00	2,606.16	1083
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">INV00627885</a>	Invoice	02/19/2025	CUST# 925099 GAS DETECTOR	0.00	1,303.08	
<a href="#">402-400-000-53580-3505</a>		SEW SV MN - Inventoried		CUST# 925099 GAS DETEC	1,303.08	
<a href="#">INV00628473</a>	Invoice	02/19/2025	CUST# 925099 GAS DETECTOR	0.00	1,303.08	
<a href="#">401-000-000-53480-3505</a>		WAT - Inventoried-Small T		CUST# 925099 GAS DETEC	1,303.08	
194000	LEROY T. VALLEY	03/06/2025	EFT	0.00	142.33	1084
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">98838</a>	Invoice	03/03/2025	PARTS,LABOR/19935D	0.00	142.33	
<a href="#">503-000-000-54865-3104</a>		EMR - Oper Supp-Parts-E		PARTS,LABOR/19935D	142.33	
VEN02524	MATRIX IMAGING SOLUTIONS LLC	03/06/2025	EFT	0.00	4,390.46	1085
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">2025P-210</a>	Invoice	02/24/2025	ACCT# 1397 2025 POSTAGE DEPOSIT ADJS	0.00	1,496.00	
<a href="#">001-111-000-51421-4200</a>		FIN UB - Communication		ACCT# 1397 2025 POSTAG	1,496.00	
<a href="#">DP2500825</a>	Invoice	02/28/2025	ACCT# 1397 REGULAR STMTS FEB 25	0.00	2,894.46	
<a href="#">001-111-000-51421-4100</a>		FIN UB - Professional Serv		ACCT# 1397 REGULAR ST	482.51	
<a href="#">001-111-000-51421-4200</a>		FIN UB - Communication		ACCT# 1397 REGULAR ST	2,411.95	
142952	NORTH CENTRAL LABORATORIES	03/06/2025	EFT	0.00	477.15	1086
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">515983</a>	Invoice	02/18/2025	ACCT #42215 MISC SUPPLIES	0.00	477.15	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		ACCT #42215 MISC SUPPLI	477.15	
142965	NORTHSTAR CHEMICAL, INC	03/06/2025	EFT	0.00	5,075.83	1087
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">304598</a>	Invoice	02/20/2025	CUST# 100472 SODIUM HYPOCHLORITE	0.00	5,075.83	
<a href="#">402-640-000-53580-3100</a>		SEW SV SAT - Office and		CUST# 100472 SODIUM HY	5,075.83	
158001	PITNEY BOWES	03/06/2025	EFT	0.00	446.47	1088



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3320412502</u>	Invoice	02/27/2025	ACCT# 0016679919 LEASE DEC 24- MAR 2	0.00	446.47	
<u>001-142-000-51830-4500</u>		FACIL - Operating Rental		ACCT# 0016679919 LEASE	25.39	
<u>001-142-000-59118-7001</u>		FACIL - Long Term Lease -		ACCT# 0016679919 LEASE	421.08	
VEN02532	PROFAST SUPPLY INC	03/06/2025	EFT	0.00	56.30	1089
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INV/2025/1267</u>	Invoice	02/24/2025	S00619 ATR ADD-A-CIRCUIT	0.00	56.30	
<u>503-000-000-54865-3101</u>		EMR - Vehicle Supplies		S00619 ATR ADD-A-CIRCUI	33.78	
<u>503-000-000-54865-3103</u>		EMR - Vehicle Supp-EM&		S00619 ATR ADD-A-CIRCUI	22.52	
163450	PURCHASE POWER	03/06/2025	EFT	0.00	959.00	1090
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>8000-9000-1136-</u>	Invoice	02/25/2025	8000-9000-1136-7046 FEB 2025	0.00	959.00	
<u>001-111-000-51421-4200</u>		FIN UB - Communication		8000-9000-1136-7046 FEB	437.46	
<u>001-111-000-51423-4200</u>		FIN AC - Communication		8000-9000-1136-7046 FEB	64.17	
<u>001-142-000-51890-4215</u>		FACIL CIVIC - Communica		8000-9000-1136-7046 FEB	457.37	
172008	ROGNLIN'S, INC.	03/06/2025	EFT	0.00	20,473.20	1091
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>#10</u>	Invoice	02/28/2025	WELL 1 PIPELINE PZ PROJECT	0.00	20,473.20	
<u>411-000-000-59434-6300</u>		WAT CAP - Construction	18-WELL1REHAB	WELL 1 PIPELINE PZ PROJE	20,473.20	
189670	THE SHOPPER	03/06/2025	EFT	0.00	222.97	1092
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>64577</u>	Invoice	02/25/2025	WINDOW ENVELOPES FOR PW SHOP	0.00	222.97	
<u>401-000-000-53480-3100</u>		WAT - Office and Operati		WINDOW ENVELOPES FOR	222.97	
202392	VERIZON WIRELESS	03/06/2025	EFT	0.00	2,878.20	1093
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>6106566351</u>	Invoice	02/20/2025	ACCT# 972465947-00001 FEB 2025	0.00	2,878.20	
<u>001-115-000-51895-4200</u>		PW ADM - Communicatio		ACCT# 972465947-00001 F	358.18	
<u>001-118-000-52122-4200</u>		PD PAT - Communication		ACCT# 972465947-00001 F	1,599.03	
<u>001-130-000-51810-4200</u>		HR - Communication		ACCT# 972465947-00001 F	42.27	
<u>001-132-000-51888-4200</u>		IT - Communication		ACCT# 972465947-00001 F	42.27	
<u>001-140-000-52460-4200</u>		CD CODE - Communicatio		ACCT# 972465947-00001 F	62.29	
<u>001-140-000-55850-4200</u>		CD BLDG - Communicatio		ACCT# 972465947-00001 F	104.56	
<u>001-140-000-55860-4200</u>		CD PLAN - Communicatio		ACCT# 972465947-00001 F	20.02	
<u>001-141-000-57680-4200</u>		PARKS - Communication		ACCT# 972465947-00001 F	42.27	
<u>101-000-000-54264-4200</u>		ST TR CTL - Communicati		ACCT# 972465947-00001 F	42.27	
<u>401-000-000-53480-4200</u>		WAT - Communication		ACCT# 972465947-00001 F	211.35	
<u>402-400-000-53580-4200</u>		SEW SV MN - Communica		ACCT# 972465947-00001 F	211.35	
<u>404-000-000-53180-4200</u>		STRM - Communication		ACCT# 972465947-00001 F	100.07	
<u>503-000-000-54865-4200</u>		EMR - Communication		ACCT# 972465947-00001 F	42.27	
202637	VISION MUNICIPAL SOLUTIONS, LLC	03/06/2025	EFT	0.00	1,787.00	1094
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>09-15228</u>	Invoice	12/05/2024	VISION SOFTWARE SUPPORT	0.00	1,787.00	
<u>001-111-000-51423-4100</u>		FIN AC - Professional Serv		VISION SOFTWARE SUPPO	1,787.00	
VEN02437	WALTER E NELSON CO OF WESTERN	03/06/2025	EFT	0.00	594.62	1095

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">1041945</a>	Invoice	02/20/2025	CUST# 12400 MISC SUPPLIES	0.00	322.95	
<a href="#">001-142-000-51830-3100</a>			CUST# 12400 MISC SUPPLI		48.15	
<a href="#">001-142-000-51890-3115</a>			CUST# 12400 MISC SUPPLI		103.17	
<a href="#">001-142-000-57250-3100</a>			CUST# 12400 MISC SUPPLI		51.59	
<a href="#">401-000-000-53480-3100</a>			CUST# 12400 MISC SUPPLI		68.45	
<a href="#">402-400-000-53580-3100</a>			CUST# 12400 MISC SUPPLI		51.59	
<a href="#">1043002</a>	Invoice	02/28/2025	CUST# 12400 MISC SUPPLIES	0.00	271.67	
<a href="#">001-140-000-55430-3100</a>			CUST# 12400 MISC SUPPLI		195.43	
<a href="#">001-142-000-51890-3115</a>			CUST# 12400 MISC SUPPLI		38.12	
<a href="#">001-142-000-57250-3100</a>			CUST# 12400 MISC SUPPLI		38.12	
203900	WESMAR COMPANY, INC	03/06/2025	EFT	0.00	814.01	1096
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">330924</a>	Invoice	02/26/2025	CUST# 31175 SODIUM HYPOCHLORITE	0.00	814.01	
<a href="#">401-000-000-53480-3104</a>			CUST# 31175 SODIUM HYP		814.01	
000050	AAA SEPTIC LLC	03/07/2025	Regular	0.00	100.00	112599
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">138736</a>	Invoice	03/01/2025	CUST# C2936 SHELTON SPRINGS COURSE	0.00	100.00	
<a href="#">001-141-000-57680-4576</a>			CUST# C2936 SHELTON SP		100.00	
VEN02665	ADVANCED TECHNOLOGY CONSTRL	03/07/2025	Regular	0.00	750.00	112600
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">HYDRANTMETER</a>	Invoice	02/26/2025	HYDRANTMETERREFUND/MARCH2025	0.00	750.00	
<a href="#">401-000-000-362100000</a>			HYDRANTMETERREFUND/		750.00	
001765	AMERICAN PUBLIC WORKS ASSOC	03/07/2025	Regular	0.00	2,299.00	112601
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">SO# 000840171</a>	Invoice	03/04/2025	MBRSH2/24-1/25,CHPTR DUES,6 ADD M	0.00	2,299.00	
<a href="#">001-115-000-51895-4307</a>			MBRSH2/24-1/25,CHPTR		499.00	
<a href="#">001-115-000-51896-4307</a>			MBRSH2/24-1/25,CHPTR		1,000.00	
<a href="#">101-000-000-54230-4907</a>			MBRSH2/24-1/25,CHPTR		400.00	
<a href="#">401-000-000-53480-4907</a>			MBRSH2/24-1/25,CHPTR		400.00	
VEN02529	AMERICAN PUMP AND ELECTRIC, LL	03/07/2025	Regular	0.00	3,086.03	112602
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">RETAINAGE RELE</a>	Invoice	03/03/2025	RETAINAGE RELEASE/WELL 4 PUMP REPL	0.00	3,086.03	
<a href="#">401-000-000-59434-6300</a>			RETAINAGE RELEASE/WELL		3,086.03	
VEN02663	ANGELICA ANDRES ZACARIAS	03/07/2025	Regular	0.00	2,000.00	112603
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">BAILREFUND/MA</a>	Invoice	02/25/2025	BAILREFUND/MARCH2025 4A0800452	0.00	2,000.00	
<a href="#">657-000-000-58600-0010</a>			BAILREFUND/MARCH2025		2,000.00	
VEN02436	BIG TREES, INC	03/07/2025	Regular	0.00	7,993.26	112604
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<a href="#">25854</a>	Invoice	02/24/2025	PO #25-008 2" GINKGO BILOBA TREES	0.00	7,993.26	
<a href="#">302-000-000-59561-6300</a>			PO #25-008 2" GINKGO BIL		7,993.26	
VEN02340	BLT SHELTON PONY, LLC	03/07/2025	Regular	0.00	674.43	112605



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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">528336</a>	Invoice	02/21/2025	MOLDING-DOOR/UNIT# 790	0.00	73.51	
<a href="#">001-118-000-52122-3110</a>		PD PAT - Office & Operati			73.51	
<a href="#">658292</a>	Invoice	02/17/2025	MAINTENANCE, INSTALL TPMS/VIN3914	0.00	346.69	
<a href="#">001-118-000-52122-4805</a>		PD PAT - Repairs and Mai			346.69	
<a href="#">658448</a>	Invoice	02/24/2025	MAINTENANCE/VIN# 0376	0.00	84.71	
<a href="#">001-118-000-52122-4805</a>		PD PAT - Repairs and Mai			84.71	
<a href="#">658481</a>	Invoice	02/25/2025	MAINTENANCE/VIN# 1689	0.00	84.71	
<a href="#">001-118-000-52122-4805</a>		PD PAT - Repairs and Mai			84.71	
<a href="#">658538</a>	Invoice	02/27/2025	MAINTENANCE/VIN4979	0.00	84.81	
<a href="#">001-118-000-52122-4805</a>		PD PAT - Repairs and Mai			84.81	
004957	BRENT ARMSTRONG	03/07/2025	Regular	0.00	199.00	112606
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">EVERGREENRURA</a>	Invoice	03/04/2025	EVERGREENRURALWATER/MEALREIMBFE	0.00	199.00	
<a href="#">402-400-000-53580-4900</a>		SEW SV MN - Miscellaneous			199.00	
098000	BUILDERS FIRSTSOURCE	03/07/2025	Regular	0.00	93.51	112607
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">99453119</a>	Invoice	02/25/2025	CUST# 671668 NAILS	0.00	36.58	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati			36.58	
<a href="#">99457193</a>	Invoice	02/26/2025	CUST# 671668 LUMBER, BRACKET	0.00	56.93	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati			56.93	
108679	CENTRAL MASON FIRE AND EMS	03/07/2025	Regular	0.00	2,167.00	112608
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1470</a>	Invoice	02/12/2025	CUST #85 JANUARY 2025/FIRE MARSHAL	0.00	2,167.00	
<a href="#">001-119-000-52230-4103</a>		FIRE PREV - Prof Svcs - Fir			2,167.00	
VEN02659	CIMCO-GC SYSTEMS LLC	03/07/2025	Regular	0.00	8,641.22	112609
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">6295</a>	Invoice	02/21/2025	CUST# 11766 CLA-VALVE CONTROLS	0.00	8,641.22	
<a href="#">401-000-000-53480-4800</a>		WAT - Repairs and Mainte			8,641.22	
VEN01214	CINTAS CORPORATION	03/07/2025	Regular	0.00	212.54	112610
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">5257061109</a>	Invoice	03/03/2025	CUST# 10690213 FIRST AID SUPPLIES	0.00	212.54	
<a href="#">001-118-000-52122-3100</a>		PD PAT - Office and Opera			212.54	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	03/07/2025	Regular	0.00	550.55	112611
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">INV-00002020</a>	Invoice	03/03/2025	3101 SHELTON SPRINGS RD	0.00	550.55	
<a href="#">411-000-000-59434-6300</a>		WAT CAP - Construction	18-WELL1REHAB		550.55	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	03/07/2025	Regular	0.00	550.55	112612
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">INV-00002021</a>	Invoice	03/03/2025	CHLORINE INJECTION/STORAGE BLDG WE	0.00	550.55	
<a href="#">411-000-000-59434-6300</a>		WAT CAP - Construction	18-WELL1REHAB		550.55	
VEN01244	COOPER STUDIOS	03/07/2025	Regular	0.00	43.56	112613

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1313</a>	Invoice	02/26/2025	EMPTY BOWLS POSTERS	0.00	43.56	
<a href="#">001-143-000-57320-3100</a>		COM CTR ARTS - Office an		EMPTY BOWLS POSTERS	43.56	
VEN01309	CORINA WOOD	03/07/2025	Regular	0.00	39.00	112614
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">CLJ-CMSTRAININ</a>	Invoice	02/27/2025	CLJ-CMSTRAINING/FEB25MEALREIMBURS	0.00	39.00	
<a href="#">001-112-000-51251-4307</a>		MUNI CT - Travel-Training		CLJ-CMSTRAINING/FEB25	39.00	
008751	CRYSTAL SPRINGS	03/07/2025	Regular	0.00	490.68	112615
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">24715526 02262</a>	Invoice	02/26/2025	CUST# 1032581724715526	0.00	311.76	
<a href="#">001-112-000-51251-3100</a>		MUNI CT - Office and Ope		CUST# 1032581724715526	22.05	
<a href="#">001-112-000-51251-4500</a>		MUNI CT - Operating Ren		CUST# 1032581724715526	4.36	
<a href="#">001-118-000-52122-3100</a>		PD PAT - Office and Opera		CUST# 1032581724715526	78.13	
<a href="#">001-118-000-52122-4500</a>		PD PAT - Operating Rental		CUST# 1032581724715526	4.36	
<a href="#">001-130-000-51810-3100</a>		HR - Office and Operating		CUST# 1032581724715526	90.11	
<a href="#">001-130-000-51810-3100</a>		HR - Office and Operating		CUST# 1032581724715526	12.00	
<a href="#">001-130-000-51810-4500</a>		HR - Operating Rentals		CUST# 1032581724715526	8.72	
<a href="#">001-140-000-55430-3100</a>		CD AN CTRL - Office and		CUST# 1032581724715526	22.05	
<a href="#">001-140-000-55430-3100</a>		CD AN CTRL - Office and		CUST# 1032581724715526	6.00	
<a href="#">001-140-000-55430-4500</a>		CD AN CTRL - Operating R		CUST# 1032581724715526	4.36	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 1032581724715526	50.90	
<a href="#">401-000-000-53480-4500</a>		WAT - Operating Rentals		CUST# 1032581724715526	8.72	
<a href="#">24726383 02262</a>	Invoice	02/26/2025	CUST# 1033109224726383 WWTP	0.00	178.92	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 1033109224726383	170.21	
<a href="#">402-400-000-53580-4500</a>		SEW SV MN - Operating R		CUST# 1033109224726383	8.71	
008778	CUMMINS NORTHWEST, LLC.	03/07/2025	Regular	0.00	666.10	112616
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">01-250245766</a>	Invoice	02/26/2025	CUST# 267561 ANNUAL MAINTENANCE	0.00	666.10	
<a href="#">001-142-000-51890-4115</a>		FACIL CIVIC - Professional		CUST# 267561 ANNUAL M	666.10	
009573	DEPT OF ECOLOGY	03/07/2025	Regular	0.00	50,163.06	112617
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">LN-000004465</a>	Invoice	01/14/2025	L0800003/2003 WWTP DIGESTER EXPANS	0.00	50,163.06	
<a href="#">402-700-000-59135-7809</a>		SEW DEBT - Princ-DOE-W		L0800003/2003 WWTP DI	50,163.06	
009595	DEPT. OF LICENSING	03/07/2025	Regular	0.00	72.00	112618
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">SHP250006</a>	Invoice	02/25/2025	SHP250006	0.00	18.00	
<a href="#">657-000-000-58600-0007</a>		Conceaed Pistol Permits		SHP250006	18.00	
<a href="#">SHP250007</a>	Invoice	02/25/2025	SHP250007	0.00	18.00	
<a href="#">657-000-000-58600-0007</a>		Conceaed Pistol Permits		SHP250007	18.00	
<a href="#">SHP250010</a>	Invoice	02/26/2025	SHP250010	0.00	18.00	
<a href="#">657-000-000-58600-0007</a>		Conceaed Pistol Permits		SHP250010	18.00	
<a href="#">SHP250011</a>	Invoice	02/26/2025	SHP250011	0.00	18.00	
<a href="#">657-000-000-58600-0007</a>		Conceaed Pistol Permits		SHP250011	18.00	
VEN02158	DONALD WALKER	03/07/2025	Regular	0.00	199.00	112619



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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">EVERGREENRURA</a>	Invoice	03/04/2025	EVERGREENRURALWATER/MEALREIMBFE	0.00	199.00	
<a href="#">402-400-000-53580-4907</a>		SEW SV MN - Miscellaneous		EVERGREENRURALWATER/	199.00	
010085	DYAN S. SMOLINSKY	03/07/2025	Regular	0.00	39.00	112620
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">CLJ-CMSTRAININ</a>	Invoice	02/27/2025	CLJ-CMSTRAINING/FEB25MEALREIMBURS	0.00	39.00	
<a href="#">001-112-000-51251-4307</a>		MUNI CT - Travel-Training		CLJ-CMSTRAINING/FEB25	39.00	
VENO2273	ERIC AUSETH	03/07/2025	Regular	0.00	199.00	112621
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">EVERGREENRURA</a>	Invoice	03/04/2025	EVERGREENRURALWATER/MEALREIMBFE	0.00	199.00	
<a href="#">402-400-000-53580-4900</a>		SEW SV MN - Miscellaneous		EVERGREENRURALWATER/	199.00	
VENO1985	GSM ENGINEERED FABRICS	03/07/2025	Regular	0.00	10,575.59	112622
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">INVGSM7705</a>	Invoice	02/17/2025	PO# 25-003 DRYER BELT	0.00	10,575.59	
<a href="#">402-400-000-53580-4800</a>		SEW SV MN - Repairs and		PO# 25-003 DRYER BELT	10,575.59	
VENO2505	GUNDERSON LAW OFFICE, PLLC	03/07/2025	Regular	0.00	10,000.00	112623
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1467</a>	Invoice	02/28/2025	PROSECUTION SERVICES/FEBRUARY 2025	0.00	10,000.00	
<a href="#">001-122-000-51545-4101</a>		LEGAL - Prof Serv - Prosec		PROSECUTION SERVICES/F	10,000.00	
045150	HACH COMPANY	03/07/2025	Regular	0.00	561.73	112624
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">14375730</a>	Invoice	02/17/2025	ACCT# 341640 MISC SUPPLIES	0.00	561.73	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		ACCT# 341640 MISC SUPP	561.73	
VENO1287	HEALTH CARE CENTER	03/07/2025	Regular	0.00	295.00	112625
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">011004</a>	Invoice	02/14/2025	PRE-EMP DRUG SCREEN/TONY DROGMU	0.00	295.00	
<a href="#">001-118-000-52122-4100</a>		PD PAT - Professional Serv		PRE-EMP DRUG SCREEN/T	295.00	
053992	HOOD CANAL COMMUNICATIONS	03/07/2025	Regular	0.00	5,184.25	112626
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">11033840</a>	Invoice	03/01/2025	ACCT# 00017664-7 MARCH 2025	0.00	4,108.30	
<a href="#">001-132-000-51888-4200</a>		IT - Communication		ACCT# 00017664-7 MARC	272.80	
<a href="#">001-132-000-51888-4801</a>		IT - Repairs and Maintena		ACCT# 00017664-7 MARC	405.50	
<a href="#">401-000-000-53480-4201</a>		WAT - Communication - S		ACCT# 00017664-7 MARC	1,575.00	
<a href="#">402-400-000-53580-4200</a>		SEW SV MN - Communica		ACCT# 00017664-7 MARC	1,855.00	
<a href="#">11039282</a>	Invoice	03/01/2025	ACCT# 00003840-2 MARCH 2025	0.00	1,075.95	
<a href="#">001-119-000-52250-4200</a>		FIRE FACIL - Communicati		ACCT# 00003840-2 MARC	101.64	
<a href="#">001-120-000-51310-4200</a>		C MGR - Communication		ACCT# 00003840-2 MARC	0.12	
<a href="#">001-130-000-51810-4200</a>		HR - Communication		ACCT# 00003840-2 MARC	40.77	
<a href="#">001-140-000-55430-4200</a>		CD AN CTRL - Communica		ACCT# 00003840-2 MARC	32.29	
<a href="#">001-142-000-51890-4215</a>		FACIL CIVIC - Communica		ACCT# 00003840-2 MARC	799.25	
<a href="#">401-000-000-53480-4201</a>		WAT - Communication - S		ACCT# 00003840-2 MARC	101.76	
<a href="#">402-400-000-53580-4200</a>		SEW SV MN - Communica		ACCT# 00003840-2 MARC	0.12	
VENO2425	HUMANE SOCIETY OF MASON COUN	03/07/2025	Regular	0.00	1,430.76	112627



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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">2249947</a>	Invoice	02/06/2025	SMOKEY AND JOE/CAT-VET SERVICES	0.00	405.60	
<a href="#">001-140-000-55430-4100</a>		CD AN CTRL - Professional		SMOKEY AND JOE/CAT-VET	405.60	
<a href="#">2259857</a>	Invoice	02/18/2025	CHEESE,COLT,RUGER/NEUTERS,VACCINES	0.00	452.58	
<a href="#">001-140-000-55430-4100</a>		CD AN CTRL - Professional		CHEESE,COLT,RUGER/NEU	452.58	
<a href="#">2261853</a>	Invoice	02/26/2025	CHEESE,COLT,RUGER/NEUTERS,VACCINES	0.00	572.58	
<a href="#">001-140-000-55430-4100</a>		CD AN CTRL - Professional		CHEESE,COLT,RUGER/NEU	572.58	
VEN02664	JENNIFER BOUMAN-STEAGALL	03/07/2025	Regular	0.00	3,750.00	112628
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1208</a>	Invoice	02/25/2025	HARASSMENT/LEADERSHP DSABLTY TRAI	0.00	3,750.00	
<a href="#">001-130-000-51810-4100</a>		HR - Professional Services		HARASSMENT/LEADERSHP	3,750.00	
082632	KRISTINA L. HOWARD	03/07/2025	Regular	0.00	39.00	112629
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">CLJ-CMSTRAININ</a>	Invoice	02/27/2025	CLJ-CMSTRAINING/FEB5MEALREIMBURSE	0.00	39.00	
<a href="#">001-112-000-51251-4307</a>		MUNI CT - Travel-Training		CLJ-CMSTRAINING/FEB25	39.00	
113004	MASON COUNTY - UTILITIES/WASTE	03/07/2025	Regular	0.00	342.52	112630
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">007507</a>	Invoice	02/03/2025	ACCT# SW-C023 543860,544592,545244	0.00	342.52	
<a href="#">001-140-000-52460-3100</a>		CD CODE - Office and Ope		ACCT# SW-C023 543860,5	342.52	
109750	MASON COUNTY DISTRICT COURT	03/07/2025	Regular	0.00	10.00	112631
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">UA ORDERED/ITC</a>	Invoice	02/12/2025	UA ORDERED/ITC COURT	0.00	10.00	
<a href="#">001-112-000-51251-4109</a>		MUNI CT - Other Professi	24-ITC	UA ORDERED/ITC COURT	10.00	
113000	MASON COUNTY TREASURER	03/07/2025	Regular	0.00	44.70	112632
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">FEBRUARY/2025</a>	Invoice	03/05/2025	FEBRUARY 2025/CVC FINES AND FORFEIT	0.00	44.70	
<a href="#">657-000-000-58600-0005</a>		CVC Fines & Forfeits		FEBRUARY 2025/CVC FINE	44.70	
VEN02099	MATHEW DUNCAN	03/07/2025	Regular	0.00	175.00	112633
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">CDLPHYSICALREI</a>	Invoice	03/03/2025	CDLPHYSICALREIMBURSE/MARCH 2025	0.00	175.00	
<a href="#">402-400-000-53580-4900</a>		SEW SV MN - Miscellaneous		CDLPHYSICALREIMBUSME	175.00	
903752	O'REILLY AUTO PARTS	03/07/2025	Regular	0.00	28.71	112634
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">3718-217213</a>	Invoice	02/26/2025	CUST# 1371774 CAR WASH, SPONGES	0.00	28.71	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 1371774 CAR WAS	28.71	
153500	PACIFIC LAMP & SUPPLY CO	03/07/2025	Regular	0.00	36.85	112635
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">899158</a>	Invoice	02/24/2025	CUST# 23733-1 PL LAMPS	0.00	21.77	
<a href="#">001-142-000-51890-3115</a>		FACIL CIVIC - Office and O		CUST# 23733-1 PL LAMPS	21.77	
<a href="#">899544</a>	Invoice	02/24/2025	CUST# 23733--1 LAMPHOLDER	0.00	15.08	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		CUST# 23733--1 LAMPHOL	15.08	
VEN02623	PETROCARD, INC	03/07/2025	Regular	0.00	2,548.90	112636

## Check Register

Packet: APPKT03471-MARCH 7, 2025 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">0545836-IN</a>	Invoice	02/20/2025	CUST# 20-0108487 FUEL	0.00	2,548.90	
<a href="#">503-250-000-58900-0001</a>		EMR - Inventory-Gas		CUST# 20-0108487 FUEL	2,548.90	
159300	POLYDYNE, INC.	03/07/2025	Regular	0.00	8,331.98	112637
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">1905172</a>	Invoice	02/21/2025	CUST# 100860 CLARIFLOC WE	0.00	8,331.98	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and		CUST# 100860 CLARIFLOC	8,331.98	
188025	SHELTON VETERINARY HOSPITAL	03/07/2025	Regular	0.00	99.59	112638
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">685276</a>	Invoice	02/03/2025	HOUSE FIRE CAT	0.00	99.59	
<a href="#">001-140-000-55430-4100</a>		CD AN CTRL - Professional		HOUSE FIRE CAT	99.59	
187000	SHELTON-MASON COUNTY JOURNA	03/07/2025	Regular	0.00	672.00	112639
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">128202</a>	Invoice	02/13/2025	PO# 5023 LEGAL NOTE RFQ 25-002 RR CR	0.00	672.00	
<a href="#">101-000-000-54230-4100</a>		ST RD WAY - Professional	25-RR XING CLOSURES	PO# 5023 LEGAL NOTE RF	672.00	
187000	SHELTON-MASON COUNTY JOURNA	03/07/2025	Regular	0.00	48.00	112640
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">128209</a>	Invoice	02/13/2025	PO #5022 LEGAL NOTE LIC. FOR-HIRE VEH	0.00	48.00	
<a href="#">001-110-000-51160-4100</a>		COUNCIL - Professional S		PO #5022 LEGAL NOTE LIC.	48.00	
VENO2177	SOUTH SOUND APPLIANCE	03/07/2025	Regular	0.00	833.07	112641
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">92291</a>	Invoice	02/26/2025	REFRIGERATOR	0.00	833.07	
<a href="#">101-000-000-54230-3500</a>		ST RD WAY - Small Tools/E		REFRIGERATOR	208.27	
<a href="#">401-000-000-53480-3500</a>		WAT - Small Tools/Equip		REFRIGERATOR	208.27	
<a href="#">402-400-000-53580-3500</a>		SEW SV MN - Small Tools/		REFRIGERATOR	208.26	
<a href="#">404-000-000-53180-3500</a>		STRM - Small Tools/Equip		REFRIGERATOR	208.27	
197259	SUNSET AIR, INC.	03/07/2025	Regular	0.00	2,998.02	112642
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">124899</a>	Invoice	02/26/2025	CIT245 RTU 2 REPLACE ACTUATOR	0.00	1,232.20	
<a href="#">001-142-000-51890-4115</a>		FACIL CIVIC - Professional		CIT245 RTU 2 REPLACE AC	1,232.20	
<a href="#">125828</a>	Invoice	02/26/2025	CUST# CIT245 REPLACD ECONOMIZES AC	0.00	1,139.64	
<a href="#">001-142-000-51890-4115</a>		FACIL CIVIC - Professional		CUST# CIT245 REPLACD EC	1,139.64	
<a href="#">126489</a>	Invoice	02/26/2025	CUST# CIT245 VAV BOX 103 SERVICED	0.00	626.18	
<a href="#">001-142-000-51890-4115</a>		FACIL CIVIC - Professional		CUST# CIT245 VAV BOX 10	626.18	
201300	TOZIER BROS INC.	03/07/2025	Regular	0.00	130.39	112643
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">474301</a>	Invoice	02/18/2025	CUST# 20090 WOOD FILLER, NUTS AND B	0.00	13.71	
<a href="#">001-142-000-51890-3115</a>		FACIL CIVIC - Office and O		CUST# 20090 WOOD FILLER	13.71	
<a href="#">474322</a>	Invoice	02/19/2025	CUST# 20090 NUTS AND BOLTS, GORILLA	0.00	9.79	
<a href="#">001-142-000-51890-3115</a>		FACIL CIVIC - Office and O		CUST# 20090 NUTS AND B	9.79	
<a href="#">474395</a>	Invoice	02/24/2025	CUST# 20090 GRDN SPRY, COMPND, VINE	0.00	48.73	
<a href="#">402-640-000-53580-3100</a>		SEW SV SAT - Office and		CUST# 20090 GRDN SPRY,	48.73	
<a href="#">474407</a>	Invoice	02/25/2025	CUST# 20090 PRIMR SPRY/SEALR	0.00	33.11	
<a href="#">001-141-000-57680-3100</a>		PARKS - Office and Opera		CUST# 20090 PRIMR SPRY/	33.11	



## Check Register

Packet: APPKT03471-MARCH 7, 2025 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">474418</a>	Invoice	02/26/2025	CUST#20090 SCREW EYES	0.00	6.34	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati	CUST#20090 SCREW EYES		6.34	
<a href="#">474437</a>	Invoice	02/27/2025	CUST #20090 TOILET BOWL BRSH & CADD	0.00	18.71	
<a href="#">001-142-000-51890-3115</a>		FACIL CIVIC - Office and O	CUST #20090 TOILET BOW		18.71	
201875	TYLER TECHNOLOGIES	03/07/2025	Regular	0.00	160.00	112644
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">025-498789</a>	Invoice	03/01/2025	CUST# 48155 UB MONTHLY FEE	0.00	160.00	
<a href="#">001-111-000-51421-4100</a>		FIN UB - Professional Serv	CUST# 48155 UB MONTHL		160.00	
201957	ULINE	03/07/2025	Regular	0.00	465.80	112645
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">189695451</a>	Invoice	02/26/2025	CUST# 18745978 MISC SUPPLIES	0.00	465.80	
<a href="#">402-400-000-53580-3100</a>		SEW SV MN - Office and	CUST# 18745978 MISC SU		465.80	
202340	UTILITIES UNDERGROUND LOCATIO	03/07/2025	Regular	0.00	40.50	112646
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">5020229</a>	Invoice	02/28/2025	ACCT# 100100 EXCAVATION NOTS/FEB20	0.00	40.50	
<a href="#">401-000-000-53480-4100</a>		WAT - Professional Servic	ACCT# 100100 EXCAVATIO		13.50	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional	ACCT# 100100 EXCAVATIO		13.50	
<a href="#">404-000-000-53180-4105</a>		STRM - Professional Servi	ACCT# 100100 EXCAVATIO		13.50	
VEN02544	VESTIS GROUP INC	03/07/2025	Regular	0.00	92.47	112647
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">5120629905</a>	Invoice	02/12/2025	CUST# 792105972 COVERALLS, MAT, TOW	0.00	49.50	
<a href="#">401-000-000-53480-4901</a>		WAT - Miscellaneous - Sh	CUST# 792105972 COVER		49.50	
<a href="#">5120634328</a>	Invoice	02/19/2025	CUST# 792105972 COVERALLS, MAT,TOW	0.00	42.97	
<a href="#">401-000-000-53480-4901</a>		WAT - Miscellaneous - Sh	CUST# 792105972 COVER		42.97	
203086	WABO	03/07/2025	Regular	0.00	109.00	112648
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">MEMBER 2025</a>	Invoice	02/01/2025	2025 MEMBERSHIP RENEWAL JAE HILL	0.00	109.00	
<a href="#">001-140-000-55850-4900</a>		CD BLDG - Miscellaneous	2025 MEMBERSHIP RENE		109.00	
203035	WASHINGTON ST. TREASURER	03/07/2025	Regular	0.00	3,356.05	112649
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">FEBRUARY/2025</a>	Invoice	03/01/2025	FEBRUARY 2025/STATE FINES	0.00	3,356.05	
<a href="#">657-000-000-58600-0006</a>		State Fines & Forfeits	FEBRUARY 2025/STATE FIN		3,356.05	
203030	WASHINGTON STATE PATROL	03/07/2025	Regular	0.00	82.00	112650
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">12505002</a>	Invoice	03/04/2025	ACCT# WA0230400 BACKGROUND CHECK	0.00	82.00	
<a href="#">001-118-000-52122-3100</a>		PD PAT - Office and Opera	ACCT# WA0230400 BACKG		82.00	
203780	WATER MGMNT LABORATORIES INC	03/07/2025	Regular	0.00	4,156.00	112651
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<a href="#">226829</a>	Invoice	02/14/2025	ACCT# AS201R 2/5/25 TEST	0.00	44.00	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional	ACCT# AS201R 2/5/25 TES		44.00	
<a href="#">227070</a>	Invoice	02/21/2025	ACCT# AS201R 2/4/25 TEST	0.00	108.00	
<a href="#">402-400-000-53580-4100</a>		SEW SV MN - Professional	ACCT# AS201R 2/4/25 TES		108.00	
<a href="#">227109</a>	Invoice	02/24/2025	ACCT# AS201R 12/17 &12/19 TESTS	0.00	3,522.00	

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Packet: APPKT03471-MARCH 7, 2025 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">402-400-000-53580-4100</a>	SEW SV MN - Professional		ACCT# AS201R 12/17 &12/	3,522.00		
<a href="#">227130</a>	Invoice	02/25/2025	ACCT# AS201R 2/4/25 TESTS	0.00	482.00	
<a href="#">402-400-000-53580-4100</a>	SEW SV MN - Professional		ACCT# AS201R 2/4/25 TES	482.00		
053987	WESTBAY NAPA AUTO PARTS	03/07/2025	Regular	0.00	673.64	112652
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">120335</a>	Invoice	02/20/2025	ACCT# 4296 NON RELAY/19969D	0.00	94.36	
<a href="#">503-000-000-54865-3104</a>		EMR - Oper Supp-Parts-E		ACCT# 4296 NON RELAY/1	94.36	
<a href="#">120726</a>	Invoice	03/24/2025	ACCT# 4796 BATTERY, CORE DEP/07070D	0.00	157.43	
<a href="#">503-000-000-54865-3102</a>		EMR - Oper Supplies-Part		ACCT# 4796 BATTERY, COR	157.43	
<a href="#">120736</a>	Invoice	02/24/2025	ACCT# 4296 SPK PLG, ROTOR, CAP/2095	0.00	51.74	
<a href="#">503-000-000-54865-3104</a>		EMR - Oper Supp-Parts-E		ACCT# 4296 SPK PLG, ROT	51.74	
<a href="#">120787</a>	Invoice	02/24/2025	ACCT# 4296 BATTERIES, CORE DEPS/1990	0.00	365.49	
<a href="#">503-000-000-54865-3104</a>		EMR - Oper Supp-Parts-E		ACCT# 4296 BATTERIES, C	365.49	
<a href="#">121053</a>	Invoice	02/26/2025	ACCT# 4296 LITHIUM GREASE	0.00	21.17	
<a href="#">401-000-000-53480-3100</a>		WAT - Office and Operati		ACCT# 4296 LITHIUM GRE	21.17	
<a href="#">121195</a>	Credit Memo	02/27/2025	ORIG INV 120787,120726 CORE DEPS/199	0.00	-78.41	
<a href="#">503-000-000-54865-3104</a>		EMR - Oper Supp-Parts-E		ORIG INV 120787,120726	-78.41	
<a href="#">121199</a>	Invoice	02/27/2025	ACCT# 4296 IGNITION COIL/2095	0.00	61.86	
<a href="#">503-000-000-54865-3104</a>		EMR - Oper Supp-Parts-E		ACCT# 4296 IGNITION COI	61.86	
204068	WESTERN SYSTEMS	03/07/2025	Regular	0.00	4,782.86	112653
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">0000065659</a>	Invoice	02/20/2025	PO #25-010 TRAFFIC SIGNAL PARTS	0.00	4,782.86	
<a href="#">101-000-000-54264-3100</a>		ST TR CTL - Office and Op		PO #25-010 TRAFFIC SIGN	4,782.86	
VENO2327	WHITNEY'S INC	03/07/2025	Regular	0.00	75.59	112654
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">654702</a>	Invoice	02/17/2025	CUST# 18695 SWITCH/19989 D	0.00	75.59	
<a href="#">503-000-000-54865-3102</a>		EMR - Oper Supplies-Part		CUST# 18695 SWITCH/199	75.59	
VENO2139	ZEPPELIN SHIPPING & TECHNOLOGY	03/07/2025	Regular	0.00	32.12	112655
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<a href="#">PACKAGEID 1404</a>	Invoice	02/27/2025	TOXICOLOGY/EVDCE & WSP CRIME/EVDC	0.00	32.12	
<a href="#">001-118-000-52122-4200</a>		PD PAT - Communication		TOXICOLOGY/EVDCE & WS	32.12	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	57	0.00	143,390.58
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	32	24	0.00	66,343.00
	119	81	0.00	209,733.58

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	3/2025	209,733.58
			<u>209,733.58</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 4034 through 4039 and 14459 through 14557. Warrants 112660 through 112678 in the amount of \$520,080.72 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 7<sup>th</sup> of March, 2025.

  
Deputy 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 \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Deputy Mayor Sharon Schirman

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

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

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

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

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



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

Touch Date: 02/18/2025  
Brief Date: 03/04/2025  
Consent Date: 03/18/2025

Department: Executive  
Presented By: Mark Ziegler, City Manager

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

Designated Crisis Responder  
Contracts

☐

Ordinance

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MZ

#### ATTACHMENTS:

- Contract with Olympic Health and Recovery Services
- Contract with Thurston Mason Behavioral Health Administrative Service Organization

☐

Resolution

☒

Motion

☐

Other

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

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

The City subsequently contracted with Olympic Health and Recovery Services (OHRS) for DCR services in February 2023, with funding provided by the Association of Washington Cities, through June 30, 2023. The services were maintained with funding provided by the Thurston-Mason Behavioral Health Administrative Service Organization (TMBHO-ASO) through September of 2024 until staffing changes occurred. TMBHO has recently hired and trained a DCR to once again provide these services in Shelton. The attached contracts provide for the continued DCR services through December 31, 2025.

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

### ANALYSIS/OPTIONS/ALTERNATIVES:

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

### BUDGET/FISCAL INFORMATION:

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

### PUBLIC INFORMATION REQUIREMENTS:

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

### STAFF RECOMMENDATION/MOTION:

"I move to approve the Designated Crisis Responder contracts, which are included in the March 18 City Council consent agenda."



## **AGREEMENT FOR DESIGNATED CRISIS RESPONDER SERVICES**

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

### **1. OVERVIEW**

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

### **2. SERVICE REQUIREMENTS**

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

### **3. PROGRAM REQUIREMENTS**

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



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

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

#### **4. PERFORMANCE MEASURES AND REPORTING**

- 4.1. OHRS shall track the following items:

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

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

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

#### **5. ELIGIBILITY**

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

#### **6. COMPENSATION**

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

#### **7. TERM**

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

## 8. INSURANCE/INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. MISCELLANEOUS**

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

**9.2.** This Contract contains Federal Block Grant funds, and any subcontracts must be

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

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

Executed this \_\_\_\_\_ day of March, 2024.

*Signatures on following page*

**OLYMPIC HEALTH AND RECOVERY SERVICES**

DATE: 3/6

3/13/2024

Name/Title

**CITY OF SHELTON**

Date: 3/7/24

Mark Ziegler  
Mark Ziegler, City Manager

Attest:

Donna Nault  
Donna Nault, City Clerk

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

## CONTRACT FOR PROFESSIONAL SERVICES WITH

<b>Contractor:</b>	City of Shelton				
<b>Contact:</b>	Mark Ziegler	<b>Title:</b>	City Manager		
<b>Phone:</b>	360.432.5194	<b>Email:</b>	mark.ziegler@sheltonwa.gov		
<b>Mailing Address:</b>	525 West Cota Street, Shelton WA 98584				
<b>Contract Number:</b>	2025-3635	<b>Start Date:</b>	January 1, 2025	<b>End Date:</b>	December 31, 2025
<b>Thurston-Mason BH-ASO Contacts:</b>					
Tara Smith, Finance Director		<b>Phone:</b>	360.763.5809	<b>Email:</b>	<a href="mailto:tara.smith@tmbho.org">tara.smith@tmbho.org</a>
Amy Martin, Contracts and Compliance Director		<b>Phone:</b>	360.763.5828	<b>Email:</b>	<a href="mailto:amy.martin@tmbho.org">amy.martin@tmbho.org</a>
<b>Mailing Address:</b>	670 Woodland Square Loop SE Ste 301 Lacey WA 98503				
<b>Is this Contractor a Subrecipient for the purposes of this contract?</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N				<b>CFDA#: 93.959; 93.958</b>	
<b>Contract Total</b>				<b>\$100,000</b>	
<b>INCORPORATION OF EXHIBITS AND ATTACHMENTS</b>					
<p>The Provider shall provide services and comply with the requirements set forth in the following attached exhibits, attachments, or any other materials which are incorporated herein by reference. To the extent that the terms and conditions of any Exhibit or Attachments conflicts with the terms and conditions of this base contract, the terms of this Contract shall control.</p>					
<input checked="" type="checkbox"/> Exhibit A: Scope of Services <input checked="" type="checkbox"/> Exhibit B: Compensation <input checked="" type="checkbox"/> Exhibit C: Business Associate Agreement (BAA)			<input checked="" type="checkbox"/> TMBH-ASO Non-Medicaid Professional Services Contractor Guide <input checked="" type="checkbox"/> TMBH-ASO Non-Medicaid Crisis Services Provider Guide		
<p>This Professional Service Contract is entered into in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes, between the Thurston-Mason Behavioral Health Administrative Service Organization (TMBH-ASO) and the Contractor. This Contract, including all Exhibits, Attachments, and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings and representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Professional Service Contract. THE PARTIES HERETO ACKNOWLEDGE THAT THE WAIVER OF IMMUNITY SET OUT IN SECTION 17 WAS MUTUALLY NEGOTIATED AND SPECIFICALLY AGREED TO BY THE PARTIES HEREIN.</p>					
<b>Contractor Signature:</b>		<b>Printed Name and Title:</b>		<b>Date:</b>	
<b>Thurston-Mason BH-ASO Signature:</b>		<b>Printed Name and Title:</b>		<b>Date:</b>	

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## GENERAL TERMS AND CONDITIONS

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## **1. SERVICES PROVIDED BY THE CONTRACTOR**

- 1.1. The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.
- 1.2. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, attached hereto and incorporated herein by reference.
- 1.3. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by TMBH-ASO.
- 1.4. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- 1.5. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

## **2. SERVICES PROVIDED BY TMBH-ASO**

- 2.1. In order to assist the CONTRACTOR in fulfilling its duties under this Contract, TMBH-ASO shall provide the following:
  - 2.1.1. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
  - 2.1.2. Coordination with other Consultants as necessary for the performance of the CONTRACTOR'S services.
  - 2.1.3. Services documents, or other information identified in Exhibit A.

## **3. COMPENSATION**

- 3.1. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, attached hereto and incorporated herein by reference.
- 3.2. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.
- 3.3. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to TMBH-ASO not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for TMBH-ASO during the billing period. TMBH-ASO shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment per Exhibit B.
- 3.4. The CONTRACTOR shall not be paid for services rendered under the Contract unless and until they have been performed to the satisfaction of TMBH-ASO.
- 3.5. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from TMBH-ASO, then TMBH-ASO may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.
- 3.6. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

## **4. AMENDMENT AND CHANGES IN WORK**

- 4.1. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and



checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by TMBH-ASO.

- 4.2. The CONTRACTOR shall not make any changes to service delivery requirements under this Contract due to changes in federal or State law, rules or regulations applicable to said service delivery without TMBH-ASO approval.
- 4.3. Except as described below, an amendment to this Contract shall require the approval of both TMBH-ASO and the CONTRACTOR. The following shall guide the amendment process:
  - 4.3.1. Any amendment shall be in writing and shall be signed by the CONTRACTOR's authorized officer and an authorized representative of TMBH-ASO. No other understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
  - 4.3.2. TMBH-ASO reserves the right to issue unilateral amendments which provide corrective or clarifying information.
  - 4.3.3. The CONTRACTOR shall submit all feedback or questions to TMBH-ASO at [contracts@tmbho.org](mailto:contracts@tmbho.org) or other email address as expressly stated.
  - 4.3.4. The CONTRACTOR shall submit written feedback within the expressed deadline provided to the CONTRACTOR upon receipt of any amendments. TMBH-ASO is not obligated to accept CONTRACTOR feedback after the written deadline provided by TMBH-ASO.
  - 4.3.5. The CONTRACTOR shall return all signed amendments within the written deadline provided by TMBH-ASO contracts administration.

## **5. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- 5.1. The CONTRACTOR shall not assign or subcontract any obligations and duties of the Contract to any person, partnership, corporation, association or organization, in whole or in part, without the prior written consent of TMBH-ASO. If approved, the CONTRACTOR shall:
  - 5.1.1. Provide copies of all Subcontracts, including exhibits, attachments, and Subcontract amendments to TMBH-ASO within 15 days of contract execution.
  - 5.1.2. Retain the responsibility for monitoring Subcontractor compliance and oversight of delegated functions, which shall be documented and provided to TMBH-ASO no less than annually.
- 5.2. All Subcontracts must be in writing and specify all duties, responsibilities and reports that are appropriate to the service or activity delegated under the Subcontract and require compliance with all applicable local, State and federal laws, rules and regulations. No Subcontract terminates the legal responsibility of the CONTRACTOR to TMBH-ASO to perform the terms of this Contract. The CONTRACTOR shall be responsible for the acts and omissions of any Subcontractor, and the CONTRACTOR is responsible for all contractual obligations, financial or otherwise, to its Subcontractors. TMBH-ASO has no contractual obligations to any Subcontractor under contract to the CONTRACTOR. Subcontractors must abide by the requirements of Section 1128A(b) of the Social Security Act prohibiting BHO'S and other providers from making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit services provided to recipients.
- 5.3. The CONTRACTOR certifies that no person or selling agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for the purpose of securing business. TMBH-ASO shall have the right, in the event of breach of this clause by the CONTRACTOR, to terminate this Contract or, in its discretion, to deduct from amounts due the CONTRACTOR under the Contract recover by other means the full amount of any such commission, percentage, brokerage or contingent fee.

## **6. COMPLIANCE WITH APPLICABLE LAW**

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

## **7. CONFIDENTIALITY**

- 7.1. The CONTRACTOR shall protect and preserve the confidentiality of TMBH-ASO's data or information that is defined as confidential under State or federal law or Regulation or data that TMBH-ASO has identified as confidential.
- 7.2. The CONTRACTOR shall comply with all applicable federal and state laws and Regulations concerning collection, use, and disclosure of Personal Information set forth in Governor Locke's Executive Order 00-03 and Protected Health Information (PHI), defined at 45 C.F.R. §160.103, as may be amended from time to time.
- 7.3. The CONTRACTOR shall not release, divulge, publish, transfer, sell, or otherwise make known to unauthorized third parties Personal Information or PHI without the advance express written consent of the individual who is the subject matter of the Personal Information or PHI or as otherwise required in this Contract or as permitted or required by state or federal law or Regulation.
- 7.4. The CONTRACTOR shall implement appropriate physical, electronic and managerial safeguards to prevent unauthorized access to Personal Information and PHI. The CONTRACTOR shall require the same standards of confidentiality of any approved Subcontractors.
- 7.5. The CONTRACTOR agrees to share Personal Information regarding Individuals in a manner that complies with applicable state and federal law protecting confidentiality of such information (including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified at 42 U.S.C. §1320(d) et. seq. and 45 C.F.R. parts 160, 162, and 164., the HIPAA Regulations, 42 C.F.R. §431 Subpart F, RCW 5.60.060(4), and Chapter 70.02 RCW). The CONTRACTOR and the CONTRACTOR's Subcontractors shall fully cooperate with TMBH-ASO efforts to implement HIPAA requirements.
- 7.6. The CONTRACTOR shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss.
- 7.7. This duty requires that CONTRACTOR employ reasonable security measures, which include restricting access to the Confidential Information by:
  - 7.7.1. Encrypting electronic Confidential Information during Transport;
  - 7.7.2. Physically securing and tracking media containing Confidential Information during Transport;
  - 7.7.3. Limiting access to staff that have an authorized business requirement to view the Confidential Information;
  - 7.7.4. Using access lists, Unique User ID and Hardened Password authentication to protect Confidential Information;
  - 7.7.5. Physically securing any computers, documents or other media containing the Confidential Information; and
  - 7.7.6. Encrypting all Confidential Information that is stored on portable devices including but not limited to laptop computers and flash memory devices.

- 7.8. Upon request by TMBH-ASO the CONTRACTOR shall return the Confidential Information or certify in writing that the CONTRACTOR employed a TMBH-ASO approved method to destroy the information. CONTRACTOR may obtain information regarding approved destruction methods from the TMBH-ASO contact identified in this Contract.
- 7.9. In the event of a breach, meaning an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule which compromises the security or privacy of an Individual's PHI, the CONTRACTOR shall notify TMBH-ASO in writing, as described in the Notices Section of the General Terms and Conditions, within two (2) business days after determining notification must be sent to Individuals. CONTRACTOR must also take actions to mitigate the risk of loss and comply with any notification or other requirement imposed by law (45 C.F.R. Part 164, Subpart D, WAC 284-04-625, RCW 19.255.010).
- 7.10. TMBH-ASO reserves the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by CONTRACTOR during the term of this Agreement to the extent permitted by law. All TMBH-ASO representatives conducting onsite audits of CONTRACTOR agree to keep confidential any patient- identifiable information which may be reviewed during the course of any site visit or audit.
- 7.11. Any material breach of this confidentiality provision may result in termination of this Contract. The CONTRACTOR shall indemnify and hold TMBH-ASO harmless from any damages related to the CONTRACTOR's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.
- 7.12. To the extent allowed by law, when the Contract term has ended or the Contract terminated, or when Confidential Information is no longer needed, the CONTRACTOR shall return the Confidential Information or certify in writing the destruction of Confidential Information upon written request by TMBH-ASO.
- 7.13. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents with Confidential Information must be destroyed through shredding, pulping, or incineration.
- 7.14. The CONTRACTOR shall obtain written consent from an individual prior to the use of the individual's picture(s) or personal story.

## **8. CONTRACTOR CERTIFICATION REGARDING ETHICS**

- 8.1. The CONTRACTOR certifies that the CONTRACTOR is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract, as a recipient of public funding under this Contract.
- 8.2. The Contractor shall have conflict of interest safeguards that, at a minimum, are equivalent to conflict-of-interest safeguards imposed by federal law on parties involved in public Contracting (42 C.F.R. § 438.58).

## **9. DEBARMENT**

- 9.1. Debarment Certification
  - 9.1.1. By signing this Contract, the Contractor certifies that it and any owners are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or federal department or agency from participating in transactions (debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM).
  - 9.1.2. The Contractor agrees to include the above requirement in any approved Subcontracts into which it enters concerning the performance of services hereunder, and also agrees that it shall not employ debarred individuals or Subcontract with any debarred providers, persons, or entities.
  - 9.1.3. The Contractor must immediately notify TMBH-ASO if, during the term of this Contract, the

Contractor becomes debarred. TMBH-ASO may immediately terminate this Contract by providing Contractor written notice in accord with the Subsection, Terminations: Pre-Termination Processes of this Contract if the Contractor becomes debarred during the term hereof.

## **10. DEFENSE OF LEGAL ACTIONS**

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

## **11. DISPUTES**

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

## **12. ENTIRE CONTRACT**

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

## **13. FORCE MAJEURE**

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

## **14. FUTURE SUPPORT**

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

## **15. GOVERNING LAW AND VENUE**

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

## **16. HEADINGS**

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

## **17. HEALTH AND SAFETY**

- 17.1. The CONTRACTOR shall perform any and all of its obligations under this Contract in a manner that does not

compromise the health and safety of any TMBH-ASO individual with whom the CONTRACTOR has contact.

## **18. INDEMNIFICATION AND HOLD HARMLESS**

- 18.1. The CONTRACTOR shall hold harmless, indemnify and defend THURSTON COUNTY, MASON COUNTY, TMBH-ASO, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR's acts, errors or omissions or the acts, errors or omissions of its employees, agents, Subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. PROVIDED HOWEVER, that the CONTRACTOR's obligations hereunder shall not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of THURSTON COUNTY, MASON COUNTY, TMBH-ASO, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR's obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or Subcontractors. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or Subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice.
- 18.2. In any and all claims against THURSTON COUNTY, MASON COUNTY, TMBH-ASO, its officers, officials, employees and agents by any employee of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or Subcontractor under Industrial Insurance acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any Subcontractor or agent performing work hereunder.
- 18.3. The CONTRACTOR's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR's employees, agents or Subcontractors
- 18.4. The CONTRACTOR shall indemnify and hold harmless the State from any claims by the CONTRACTOR related to the provision of services to Individuals according to the terms of this Contract; this obligation shall not apply to any services that were unpaid due to non-payment of installment moneys by the State to TMBH-ASO. The CONTRACTOR agrees to promptly notify TMBH-ASO in writing of any claim and provide the State and TMBH-ASO the opportunity to defend and settle the claim. The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

## **19. INDEPENDENT CONTRACTOR**

- 19.1. The parties intend that an independent CONTRACTOR relationship between the CONTRACTOR and TMBH-ASO shall be created by this Contract. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- 19.2. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section, Compensation and Exhibit B - Compensation of this Contract, and the CONTRACTOR is not entitled to any TMBH-ASO benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to TMBH-ASO employees.
- 19.3. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent



or representative of TMBH-ASO.

- 19.4. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.
- 19.5. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from TMBH-ASO'S contract representative or designee.

## **20. INSPECTION OF BOOKS AND RECORDS**

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

### **20.2. Records**

- 20.2.1. The CONTRACTOR shall provide access to its records and place of business during the term of this Contract and for one (1) year following termination or expiration of this Contract for the purposes of monitoring, auditing, and evaluating CONTRACTOR'S compliance with this Contract, and compliance with applicable State and federal laws, rules, and regulations as existing now or as later amended.
- 20.2.2. The CONTRACTOR and any approved Subcontractors shall maintain all financial, medical and other records pertinent to this Contract. All financial records shall follow generally accepted accounting principles or other comprehensive basis of accounting (OCBA) that is prescribed by the State Auditor's Office under the authority of Washington State Law, chapter 43.09 RCW. Other records shall be maintained as necessary to clearly reflect all actions taken by the CONTRACTOR related to this Contract.
- 20.2.3. The CONTRACTOR shall maintain books, records, documents and other material relevant to this Contract which sufficiently and properly reflects all direct and indirect costs expended in the performance of the services described herein and the performance of all acts required by the Contract and applicable laws, rules, and regulations.
- 20.2.4. Records will enable identification of all federal funds received and expended by Catalog of Federal Domestic Assistance Number (CFDA#), federal program, award number and year, name of federal, state and pass-through agency. Records will meet the requirements of OMB Circular A-102 Grants and Cooperative Contracts with state and local Governments, and also OMB Circular A-110 Uniform Administrative Requirements for Grants and Contracts with institutions of higher education, hospitals and other non-profit organizations.
  - 20.2.4.1. The CONTRACTOR will include in their financial statements a schedule of expenditures of all federal awards. The schedule will include the name of the federal agency, the pass-through entity, the CFDA#, any other identification number, the amount of expenditures for the program, identification of any major programs, and any notes that pertain to the significant accounting policies used to account for the federal programs.
- 20.2.5. All records and reports relating to this Contract shall be retained by the CONTRACTOR and any approved Subcontractors for a minimum of ten (10) years after final payment is made under this Contract. When an audit, litigation, or other action involving records is initiated prior to the end of said period, records shall be maintained for a minimum of ten (10) years following resolution of such action.

- 20.2.6. The CONTRACTOR acknowledges the TMBH-ASO is subject to the Public Records Act (Chapter 42.56 RCW). This Contract shall be a “public record” as defined in Chapter 42.56 RCW. Any documents submitted to TMBH-ASO by the CONTRACTOR may also be construed as “public records” and therefore subject to public disclosure.

## 21. INSURANCE

- 21.1. Depending upon contracted services to be delivered, some or all insurance requirements may be waived by TMBH-ASO. The CONTRACTOR understands, no Sections of the insurance terms will be removed, if “waived” it will be noted next to “insurance” or next to each individual insurance requirement, as applicable.
- 21.2. **Professional Legal Liability:** The CONTRACTOR or subcontractor, if a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR’s profession and shall be written subject to limits of not less than \$2,000,000 per loss and a \$4,000,000 aggregate.
- 21.2.1. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR’s services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR’s services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- 21.3. **Commercial General Liability:** The CONTRACTOR or subcontractor shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$2,000,000 per loss. Coverage shall include: liability that arises out of the ownership, maintenance or use of real property, arises out of operations away from the business premises by employees or agents of the insured, or liability assumed by Contract. The general aggregate limit shall apply separately to this Contract and be no less than \$4,000,000.
- 21.3.1. The CONTRACTOR will provide Commercial General Liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- 21.3.2. The CONTRACTOR shall secure employers’ liability coverage with limits not less than \$100,000 as part of their CGL policy or separately.
- 21.4. **Automobile Liability:** The CONTRACTOR shall maintain automobile liability insurance as follows:
- 21.4.1. The CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.
- 21.5. **Industrial Insurance Coverage**
- 21.5.1. The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, TMBH-ASO may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. TMBH-ASO may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by TMBH-ASO under this Contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the CONTRACTOR.
- 21.6. **Privacy Breach Response Coverage:** For the term of this Contract and three (3) years following its termination, the CONTRACTOR shall maintain insurance to cover costs incurred in connection with a Security Incident, privacy Breach, or potential compromise of data including:

- 21.6.1. Computer forensics assistance to assess the impact of a data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws (45. C.F.R. Part 164, Subpart D; RCW 42.56.590, RCW 19.255.010; and WAC 284-04-625).
- 21.6.2. Notification and call center services for individuals affected by a Security Incident or privacy Breach.
- 21.6.3. Breach resolution and mitigation services for individuals affected by a Security Incident or privacy Breach including fraud prevention, credit monitoring and identity theft assistance.
- 21.6.4. Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).
- 21.7. **Other Insurance Provisions:**
  - 21.7.1. It is acknowledged by the parties of this Contract that all insurance coverage required to be provided by the CONTRACTOR or any approved Subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to TMBH-ASO, THURSTON COUNTY, and MASON COUNTY covering TMBH-ASO, THURSTON COUNTY, MASON COUNTY, and their respective elected and appointed officers, officials, employees and agents.
  - 21.7.2. Where such coverage is required, the CONTRACTOR's Commercial General Liability insurance shall include TMBH-ASO, THURSTON COUNTY, MASON COUNTY, their respective elected and appointed officers, officials, employees, agents, and WASHINGTON STATE with respect to performance of services.
  - 21.7.3. Where such coverage is required, the CONTRACTOR's Commercial General Liability insurance shall contain no special limitations on the scope of protection afforded to TMBH-ASO, THURSTON COUNTY, MASON COUNTY, their respective elected and appointed officers, officials, employees, agents, and WASHINGTON STATE as additional insureds.
  - 21.7.4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TMBH-ASO, THURSTON COUNTY, MASON COUNTY, their respective elected and appointed officers, officials, employees, agents, and WASHINGTON STATE.
  - 21.7.5. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 21.7.6. The CONTRACTOR shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.
  - 21.7.7. The insurance limits mandated for any insurance coverage, required by this Contract, are not intended to be an indication of exposure nor are they limitations on indemnification.
  - 21.7.8. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR's liability coverage is written as a claim made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three (3) year period after project completion.
- 21.8. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A minus with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

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

**21.9. Third Party Claims Handling:**

- 21.9.1. A party to this Contract that is seeking indemnification hereunder shall promptly notify the other party from whom indemnification is sought in writing of any claim asserted against it and promptly deliver a true copy of any Summons or other process, pleading or notice issued in any lawsuit or claim.
- 21.9.2. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial and defense of such lawsuit or action (including all negotiations to effect settlement), any appeal arising from it and employ or engage attorneys of its own choice.
- 21.9.3. The party seeking indemnification may, at its sole cost, participate in such investigation, trial and defense of such lawsuit or action and any appeal arising from same.
- 21.9.4. Each party to this contract, its employees, agents, servants and representatives shall provide full cooperation to the other at all times during the pendency of the claim or lawsuit, including, without limitation, providing one another with all available information concerning the claim.

- 21.10. **Self-Insured Waiver:** TMBH-ASO may waive the requirements as described in the Commercial General Liability Insurance, Professional Liability Insurance, Insurers and Evidence of Coverage Provisions of this Section if the CONTRACTOR is self-insured. In the event the CONTRACTOR is self-insured, the CONTRACTOR must send to TMBH-ASO by the third Wednesday of January in each Contract year, a signed written document, which certifies that the CONTRACTOR is self-insured, carries coverage adequate to meet the requirements of this Section, shall treat TMBH-ASO as an additional insured, expressly for, and limited to, the CONTRACTOR's services provided under this Contract, and provides a point of contact for TMBH-ASO.

**22. MERGERS AND ACQUISITIONS**

- 22.1. If the CONTRACTOR is involved in an acquisition of assets or merger with another TMBH-ASO CONTRACTOR after the effective date of this Contract, TMBH-ASO reserves the right, to the extent permitted by law, to require that each CONTRACTOR maintain its separate business lines for the remainder of the Contract period. The CONTRACTOR does not have an automatic right to a continuation of the Contract after any such acquisition of assets or merger.

**23. NONDISCRIMINATION**

- 23.1. The CONTRACTOR, or any approved subcontractors shall not discriminate on the bases enumerated in RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities

Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35.

- 23.2. The CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.
- 23.3. Obligation to Cooperate. The CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington State agency or federal agency investigation regarding any allegation that the CONTRACTOR, including any Subcontractor, has engaged in discrimination prohibited by this Contract.
- 23.4. Suspension and Termination. Notwithstanding any provision in this Contract to the contrary, HCA and TMBH-ASO may suspend the CONTRACTOR, including any subcontractor, upon written notice from HCA of a failure to participate and cooperate with any state or federal agency investigation into alleged discrimination prohibited by this Contract.
- 23.5. Any such suspension will remain in place until HCA and TMBH-ASO determines that the Contractor, including any subcontractor, is cooperating with the investigating agency.
- 23.6. If the Contractor, or subcontractor, is determined by HCA and TMBH-ASO to have engaged in discrimination under any of the provisions identified in this Section, HCA and TMBH-ASO may terminate this Contract in whole or in part, and the Contractor, Subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. HCA and TMBH-ASO, in its sole discretion, may give the Contractor or Subcontractor a reasonable time in which to cure the noncompliance, including implementing conditions consistent with any court order or settlement agreement.
- 23.7. Damages. Notwithstanding any provision in this Contract to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for damages as authorized by law.
- 23.8. Any such damages are distinct from any penalties imposed under chapter 49.60 RCW or applicable law or provision of this Contract.
- 23.9.

## **24. NON-WAIVER OF RIGHTS**

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

## **25. NOTICES**

- 25.1. If either one party is required to give notice to the other under this Contract, it shall be deemed given if sent via email with the “delivery receipt” and/or “read receipt” feature enabled, or sent by a recognized United States Postal Service. If notice is sent by email, the receiving party must confirm receipt by accepting the “read receipt” notice.

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

**City of Shelton**  
**Mark Ziegler, City Manager**  
**525 West Cota Street**  
**Shelton WA 98584**  
Or [mark.ziegler@shelton.wa.gov](mailto:mark.ziegler@shelton.wa.gov)

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

**TMBH-ASO Contracts Department**  
**670 Woodland Square Loop SE Suite 301**  
**Lacey WA 98503**  
Or [contracts@tmbho.org](mailto:contracts@tmbho.org)



- 25.2. Notices delivered through the United States Postal Service will be effective on the date delivered as evidenced by the return receipt. Notices delivered by email to [contracts@tmbho.org](mailto:contracts@tmbho.org), will be deemed to have been received when the recipient acknowledges, by email reply, having received that email.
- 25.3. Either party may, at any time, change its mailing address or email address for notification purposes by sending a notice in accord with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later date is specified.

## **26. NOTIFICATION OF ORGANIZATIONAL CHANGES**

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

## **27. OWNERSHIP OF MATERIAL**

- 27.1. TMBH-ASO recognizes that nothing in this Contract shall give TMBH-ASO ownership rights to the systems developed or acquired by the CONTRACTOR during the performance of this Contract. The CONTRACTOR recognizes that nothing in this Contract shall give the CONTRACTOR ownership rights to the systems developed or acquired by TMBH-ASO during the performance of this Contract.
- 27.2. Both Parties agree that if either uses any materials prepared by TMBH-ASO or the CONTRACTOR for purposes other than those intended by this Contract, they do so at their sole risk and agree to hold one another harmless therefore.

## **28. SEVERABILITY**

- 28.1. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 28.2. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, or federal statutes, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision. Such modification will be effective on the effective date of the statutes necessitating it and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 28.3. Should TMBH-ASO determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, TMBH-ASO may, in its sole discretion, terminate this Contract.

## **29. SUBRECIPIENTS**

- 29.1. If the CONTRACTOR is a Subrecipient of federal awards as defined by 2 CFR Part 200 and this Contract, the CONTRACTOR shall:
  - 29.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - 29.1.2. Maintain internal controls that provide reasonable assurance that the CONTRACTOR is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant contracts that could have a material effect on each of its federal programs;
  - 29.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

- 29.1.4. Incorporate 2 CFR Part 200, Subpart F audit requirements into all contracts between the CONTRACTOR and its Subcontractors who are Subrecipients;
- 29.1.5. Comply with any future amendments to 2 CFR Part 200 and any successor or replacement CFR or regulation;
- 29.1.6. Comply with the applicable requirements of either 2 CFR Part 225 (OMB Circular A-87) or 2 CFR Part 230 (OMB Circular A-122), any future amendments, and any successor or replacement Circular or regulation; and
- 29.1.7. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (See [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned federal laws and regulations.)

## 29.2. **Single Audit Act**

- 29.2.1. If the CONTRACTOR is a Subrecipient and expends \$750,000 or more in federal awards from **all** funding sources in any fiscal year, the CONTRACTOR shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the CONTRACTOR shall:
  - 29.2.1.1. Submit to the TMBH-ASO contact person, listed on the first page of this Contract, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
    - 29.2.1.1.1. Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F, and prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- 29.2.2. Overpayments. If it is determined by TMBH-ASO, or during the course of a required audit, that the CONTRACTOR has been paid unallowable costs under any Contract, the State may require the CONTRACTOR to reimburse TMBH-ASO or the State in accordance with 2 CFR Part 200.

## 30. **SURVIVABILITY**

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

## 31. **TERMINATION**

- 31.1. TMBH-ASO may terminate this Contract for convenience in whole or in part whenever TMBH-ASO, in its sole discretion, determines that such termination is in the best interests of TMBH-ASO. TMBH-ASO may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, TMBH-ASO shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section, Compensation and Exhibit B - Compensation of this Contract.
- 31.2. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, TMBH-ASO may summarily terminate this Contract notwithstanding any other

termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by TMBH-ASO to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

- 31.3. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by TMBH-ASO, TMBH-ASO may terminate this Contract, in which case TMBH-ASO shall pay the CONTRACTOR only for the costs of services accepted by TMBH-ASO, in accordance with Section, Compensation and Exhibit B – Compensation of this Contract. Upon such termination, TMBH-ASO, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by TMBH-ASO in completing the work and all damage sustained by TMBH-ASO by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this Section.

**31.4. Termination Procedure**

- 31.4.1. The following provisions shall survive and be binding on the parties in the event this Contract is terminated in whole or in part:
- 31.4.1.1. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the effective date of termination. The CONTRACTOR shall assist in the orderly transfer/transition of the service recipients served under this Contract. The CONTRACTOR shall promptly supply all information necessary for the reimbursement of any outstanding claims.
  - 31.4.1.2. The CONTRACTOR shall cease to perform any services required by the Contract as of the effective date of termination and shall comply with all of the instructions contained in the notice of termination.
  - 31.4.1.3. TMBH-ASO shall be responsible for payment only for the work authorized and provided in accordance with the terms of this Contract rendered up to the effective date of termination. TMBH-ASO shall withhold 20% of the final payment under this Contract until all final Contract deliverables, reports, data, and any mutual transition plans under this Contract are received and accepted by TMBH-ASO.
  - 31.4.1.4. The CONTRACTOR shall submit, within thirty (30) calendar days after the effective date of termination of this Contract, all financial, performance, and other reports required by this Contract.
  - 31.4.1.5. Should this Contract be terminated in part, the CONTRACTOR shall complete performance of such part of the work not terminated.
- 31.4.2. The rights and remedies of TMBH-ASO provided in this Section are in addition to any other rights and remedies available at law, in equity, or under this Contract.

**32. WAIVER**

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







# City of Shelton

## Exhibit A: Scope of Work

### 1. SERVICES PROVIDED BY THE CONTRACTOR

1.1. The CONTRACTOR shall perform the following services:

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

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

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

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

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

### 2. SERVICES PROVIDED BY TMBH-ASO

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

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



# City of Shelton

## Exhibit B: Compensation

### 1. COMPENSATION

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

City of Shelton				
Payment Period: January 1, 2025 through December 31, 2025				
Service Designation	Rate Method	Fund Source	Project Code	Not to Exceed
Co-Responder	Actual Cost	MHBG	41411	\$75,000
		SABG	41611	\$25,000
Contract Total				\$100,000

### 2. FEDERAL FUNDING REQUIREMENTS

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

CFDA#	Funding Amount	Federal Award Identification Number	Federal Award Date	Indirect Cost Rate
93.959	\$12,500 January-June 2025	B08TI085843	2/16/2023	10%
93.959	\$12,500 July- December 2025	TBD	TBD	10%
93.958	\$37,500 January-June 2025	B09SM087386	3/22/2023	10%
93.958	\$37,500 July- December 2025	TBD	TBD	10%

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

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

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

### 3. OTHER FUNDING SOURCES

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

### 4. FISCAL MANAGEMENT

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

### 5. ACCOUNTING AND REPORTING REQUIREMENTS

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

## **6. BILLING PROCEDURE AND INVOICE SCHEDULE**

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

## **7. DELIVERABLES**

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

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



# Business Associate Agreement



OLYMPIC  
HEALTH &  
RECOVERY  
SERVICES

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

**THIS BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is effective this 1st day of January 2025 (the "Effective Date") between Thurston-Mason Behavioral Health Administrative Service Organization ("TMBH-ASO") and/or Olympic Health and Recovery Services ("OHRS") as identified above ("Covered Entity"), and City of Shelton ("Business Associate").

## RECITALS

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

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

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

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

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

## **ARTICLE 1 – DEFINITIONS**

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

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



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

## ARTICLE 2 – SCOPE OF USE OF PHI

## **2.1. Services**

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

## **2.2. Breach or Misuse of PHI**

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

## **2.3. Responsibilities of Business Associate**

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

unauthorized access at all times.

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

**Contact Officer:** Chris Foster

**Telephone:** 360.763.5798

**E-mail:** [chris.foster@tmbho.org](mailto:chris.foster@tmbho.org)

**Address:** 670 Woodland Square Loop SE Ste 301  
Lacey, WA 98503

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

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

- 2.3.1.9.1. The identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during such breach;
  - 2.3.1.9.2. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
  - 2.3.1.9.3. A description of
  - 2.3.1.9.4. the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - 2.3.1.9.5. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - 2.3.1.9.6. A brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches;
  - 2.3.1.9.7. Contact procedures of the Business Associate for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address; and
  - 2.3.1.9.8. Any other information required to be provided to the individual by the Covered Entity pursuant to 45 CFR § 164.404, as amended.
- 2.3.2. To the extent the Covered Entity deems warranted, the Covered Entity may provide notice or may, in its sole discretion, require Business Associate to provide notice at Business Associate's expense to any or all individuals whose unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed as a result of such breach. In such case, the Business Associate shall consult with the Covered Entity regarding appropriate steps required to notify third parties. The Business Associate shall reimburse the Covered Entity, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured PHI by the Business Associate.
- 2.3.3. Reproductive Health
- 2.3.3.1. Disclosure Restriction: The Business Associate shall not use or disclose PHI related to reproductive health care without the Covered Entity's written approval, except as required by federal law.
  - 2.3.3.2. Additional Safeguards: The Business Associate shall implement

safeguards to ensure that reproductive health care PHI is not disclosed across state lines or to unauthorized parties without explicit patient authorization or Covered Entity approval.

## **2.4. Covered Entity Obligations**

2.4.1. With regard to the use and/or disclosure of PHI by the Business Associate, the Covered Entity hereby agrees to:

- 2.4.1.1. Upon request, provide the Business Associate with a copy of the notice of privacy practices that the Covered Entity provides to Individuals pursuant to 45 CFR § 164.520, and inform the Business Associate of any changes in the form of the notice that materially affects the Business Associate's uses and disclosures of PHI under this Agreement;
- 2.4.1.2. Inform the Business Associate of any changes in, or withdrawal of, the authorization provided to the Covered Entity by Individuals that materially affects Business Associate's ability to use and/or disclose PHI under this Agreement; and
- 2.4.1.3. Notify the Business Associate, in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by the Covered Entity in accordance with 45 CFR § 164.522, to the extent that such restriction materially affects Business Associate's use or disclosure of PHI under this Agreement.

## **ARTICLE 3 – AMENDMENT OF PHI**

### **3.1. Amendments by Business Associate**

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

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

### **4.1. Availability of PHI**

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

### **4.2. Accounting of Disclosures**

Business Associate agrees to make available the information required for Covered Entity to provide an accounting of disclosures in accordance with 45 CFR § 164.528. Business Associate will provide such accounting of disclosures to Covered Entity as soon as possible,

but no more than ten (10) days from request by Covered Entity. Each accounting shall provide (i) the date of each disclosure; (ii) the name and address of the organization or person who received the PHI; (iii) a brief description of the PHI disclosed; and (iv) the purpose for which the PHI was disclosed, including the basis for such disclosure, or a copy of a written request for disclosure under §§ 164.502(a)(2)(ii) or 164.512.

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

**4.3. Access to Department of Health and Human Services**

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

**4.4. Access to Covered Entity**

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

**ARTICLE 5 – TERM AND TERMINATION**

**5.1. Term**

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

**5.2. Termination**

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

**5.3. Termination for Cause**

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

**5.4. Alternative to Termination**

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



### **5.5. Return/Destruction of PHI**

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

### **5.6. No Feasible Return/Destruction of PHI**

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

## **ARTICLE 6 – INDEMNIFICATION/INSURANCE**

### **6.1. Defense and Indemnification**

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

### **6.2. Disclaimer**

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

### **6.3. Insurance**

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

## **ARTICLE 7 – COMPLIANCE WITH 42 CFR PART 2 REQUIREMENTS**

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

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

## **ARTICLE 8 – MISCELLANEOUS**

### **8.1. Construction**

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

### **8.2. Notice**

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

### **8.3. Modification of Agreement**

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

### **8.4. Invalid Terms**

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

### **8.5. Transferability**

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

### **8.6. Governing Law and Venue**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington in accordance with HIPAA and the HIPAA Rules without giving effect

to the conflict of laws provisions. Thurston County, Washington, shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought under, or arise out of, this Agreement.

**8.7. No Third-Party Beneficiaries**

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

**8.8. Binding Effect**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

**8.9. Execution**

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

**8.10. Gender and Number**

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

**8.11. Priority of Agreements**

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

**8.12. Survival**

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

**8.13. Recitals**

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

**[Signature Page Follows]**

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

FOR BUSINESS ASSOCIATE:		FOR TMBH-ASO and/or OHRS:	
Name:	Mark Zeigler	Name:	Joe Avalos
Title:	City Manager	Title:	Executive Director
Address:	525 West Cota Street	Address:	670 Woodland Square Loop SE Ste 301
City, ST, Zip:	Shelton, WA 98584	City, ST, Zip:	Lacey WA 98503
Email:	mark.zeigler@sheltonwa.gov	Email:	<a href="mailto:Joe.avalos@tmbho.org">Joe.avalos@tmbho.org</a>
Phone:	360.432.5194	Phone:	360.763.5801

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*Signature (Authorized Representative)*

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*Signature*

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*Date*

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*Date*



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item C6)

Touch Date: 3/04/2025  
Brief Date: 3/18/2025  
Action Date: 3/18/2025

Department: Public Works  
Presented By: Aaron Nix, Assistant PW Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

Brockdale Road Resurfacing Project  
Final Acceptance

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

☒ Dept. Head

J.O.H.

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

#### ATTACHMENTS:

- Resolution No. 1372-0325
- Certificate of Final Acceptance
- Project Pictures

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

On January 17, 2023, the City Council approved Resolution No. 1255-1222, awarding Miles Resources, LLC a construction contract in the amount of \$267,322.40 for the completion of the Brockdale Road Resurfacing Project.

Although Miles Resources completed the paving work in May, 2023, close-out of the project was delayed while the City waited for WSDOT local programs to complete their project review process, which was further impacted by WSDOT's limited staffing. The City has received authorization from WSDOT Local Programs to continue with the project closeout and is requesting the Council grant Final Acceptance of the project.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

A final payment was issued to Miles Resources in the amount of \$231,933.77 upon completion of this work; a savings of \$35,388.63 from the amount of Award.

Construction of the project was funded with federal Surface Transportation Block Grant (STBG) program funds allocated to Mason County. The grant requires a 13.5% city match which was paid by utilizing Transportation Benefit District (TBD) funds, as approved in the 2022 budget.

### PUBLIC INFORMATION REQUIREMENTS:

Information is available from the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to waive the three-touch rule and adopt Resolution No. 1372-0325 as part of the consent agenda."

**RESOLUTION NO. 1372-0325**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON,  
ACCEPTING THE BROCKDALE ROAD RESURFACING PROJECT AS FINAL AND  
COMPLETE**

**WHEREAS**, on January 17, 2023, following a formal competitive bidding process, the Shelton City Council passed Resolution No. 1255-1222, awarding a construction contract to Miles Resources, LLC for the Brockdale Road Resurfacing Project in the amount of \$267,322.40; and

**WHEREAS**, construction of the project commenced on March 20, 2023 and was determined to have achieved physical completion by the project engineer on May 23, 2023; and

**WHEREAS**, the City could not begin its close-out proceedings until WSDOT Local Programs completed their project review, which was delayed due to limited staffing; and

**WHEREAS**, WSDOT Local Programs has completed their process and permitted the City to proceed with project closeout; and

**WHEREAS**, projects utilizing federal transportation funds are not permitted to withhold the standard five percent retainage from progress payments, and as such, all amounts owed to the Contractor have been paid, with the final amount paid being \$231,933.77; and

**WHEREAS**, all documentation required by the contract and required by law has been furnished by the contractor.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington that the construction contractor's portion of the Brockdale Road Resurfacing Project is accepted as final and complete, and the City Manager is authorized to sign the Certificate of Final Acceptance.

**INTRODUCED AND PASSED** by the City Council of the City of Shelton on the 18<sup>th</sup> day of March 2025.

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Eric Onisko, Mayor

ATTEST:

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Donna Nault, City Clerk





## CERTIFICATE OF FINAL ACCEPTANCE

March 19, 2025  
Miles Resources, LLC  
400 Valley Ave NE  
Puyallup, WA 98372

Project Name: Brockdale Road Resurfacing Project  
Project Number: STPUS-5435(002)  
Final Acceptance Date: March 18, 2025

This Certificate of Final Acceptance applies to all Work under the Contract for the Project referenced above. The CITY has completed final inspection of the Work and is satisfied that the Work has been completed in accordance with the Contract, the CONTRACTOR has provided to the CITY all documents required by the Contract, and the CONTRACTOR has fulfilled all of its obligations with regard to construction of the project according to the Contract. The Work is declared to be completed in full in accordance with the Contract on the Final Acceptance Date referenced above.

This triggers the claims (lien) filing periods referenced in RCW 39.08.030 and the retainage release periods referenced in RCW 60.28. The CITY will file a Notice of Completion of Public Works Contract with the Department of Revenue, Department of Employment Security, and Department of Labor & Industries.

CITY OF SHELTON

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Mark Ziegler  
City Manager



## BROCKDALE ROAD RESURFACING CONSTRUCTION PHOTOGRAPHS



5-8-2023: Roadway leveling/milling complete.



5-9-2023: Pavement Removal and Soft Spot Repair



5-9-2023: Pavement Removal and Soft Spot Repair



5-9-2023: Pavement Removal and Soft Spot Repair





5-10-2023: Asphalt Emulsion Tack Coat Application



5-10-2023: Paving the 2" Asphalt Concrete Overlay



5-10-2023: Compaction of A.C. Overlay





5-11-2023: Raising Utilities to New Grade



5-11-2023: Raising Utilities to New Grade



5-23-2023: Centerline Striping



5-23-2023: Inset Roadway Reflectors





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item C7)

Touch Date: 03/07/2025  
Action Date: 03/18/2025

Department: Community & Economic Development  
Presented By: Jae Hill, Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
CodePros Contract Amendment #2

☐

Ordinance

☒ Dept. Head

JBH

☐ Finance Director

#### ATTACHMENTS:

☒

Resolution

☐ Attorney

- Resolution No. 1373-0325
- Contract Amendment No. 2
- Original Contract for Services

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

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

The City engaged CodePros for outside building code services in January 2024 upon the departure of the City's previous Building Official. The contract was engaged at \$10,000—at the time expected to be sufficient based on normal permit volumes. The City subsequently experienced a higher-than-expected volume of building permit applications and in late 2024, Council increased the contracted not-to-exceed amount to \$80,000 in Contract Amendment 1, approved via Resolution 1352-1024.

Since Amendment 1 was approved, we've received additional invoices from CodePros that caused total billing on the contract to exceed the amended amount by \$3,941.29. There is only one review left under the contract and work orders. Staff is requesting approval of Contract Amendment 2 to establish the not-to-exceed at \$90,000.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The Council may adopt the resolution, amend, or reject it outright. Not approving the increased limits will leave the City unable to pay existing and future invoices or complete outstanding reviews.

### BUDGET/FISCAL INFORMATION:

The costs of outside review are paid by permit fees; the City collects the fees and then 70% of the fee is paid to the consultant. Use of outside reviewers is necessary during periods of staff shortage and high workload but isn't recommended for long-term use due to fiscal impacts.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

"I move to approve Resolution No. 1373-0325 as part of the consent agenda at the March 18, 2025 Council meeting."

**RESOLUTION NO. 1373-0325**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING A CONTRACT AMENDMENT FOR OUTSIDE BUILDING SERVICES**

**WHEREAS**, the City of Shelton's ("City") Community & Economic Development Department has need for outside building services to augment existing staff resources; and

**WHEREAS**, the City contracted with CodePros, LLC ("Consultant") on January 23, 2024 to provide additional building services; and

**WHEREAS**, the volume of work anticipated under the original contract was surpassed due to staffing, building code, and economic factors outside of the City or Consultant's control; and

**WHEREAS**, the original not-to-exceed amount wasn't sufficient to cover the volume of work that the contract has required and will require; and

**WHEREAS**, Amendment 1 to the original contract increased the not-to-exceed amount from \$10,000 to \$80,000, but additional billing has exceeded that amount;

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

1. The City hereby issues Amendment 2 to the original contract to increase the not-to-exceed amount from \$80,000 to \$90,000.
2. The City Manager is authorized to sign the contract amendment.

**INTRODUCED** and **PASSED** by the City Council at its regular meeting on the 18<sup>th</sup> of March 2025.

ATTEST:

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

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



**City of Shelton**  
**Contract for Interim Building Services**  
**Amendment No. 2 to Contract**

The City of Shelton desires to amend the agreement entered into with CodePros LLC executed on January 23, 2024 and identified as Contract for Interim Building Services.

The City engaged CodePros for outside building code services upon the departure of the previous Building Official. The City subsequently experienced a higher-than-expected volume of building permit applications, requests for plan review, and inspections in early 2024 due to statewide adoption of the IBC/IRC 2021 Code Cycle. The City also experienced unforeseen delays in recruiting a new building official. This caused the Consultant to experience higher than expected billing for their services.

The contract was previously amended with a not-to-exceed from the original \$10,000 to \$80,000, but billing exceeded that amount by \$3,941.29. All but one project—a multifamily apartment complex—has been closed out. Increasing the not-to-exceed to \$90,000 should cover the previous overage and any remainder for the last review.

All provisions in the basic agreement remain in effect except as expressly modified by this amendment as follows:

**Section 6. Compensation and Method of Payment:** No minimum level of compensation is guaranteed under this Agreement. Compensation will be based on services actually requested by the City and performed by the Consultant. In consideration of the Consultant providing services, the City shall pay the Consultant for the services performed on each Work Order in accordance with the fee schedule included herein as “Exhibit B” **at a cost not to exceed ~~\$80,000~~ \$90,000.**

If you concur in this supplement and agree to the changes as slated above, please sign in the appropriate spaces below and return to this office for final action.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
City of Shelton

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

## CONTRACT FOR INTERIM BUILDING SERVICES

### City of Shelton and CodePros, LLC

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and CodePros, LLC, ("the Consultant"), whose principal office is located at PO Box 185, Allyn, WA 98524.

WHEREAS, the City requires plan review and building inspections services to ensure public safety under Revised Codes of Washington Chapter 19.27; and

WHEREAS, the City will be without certificated staff to perform these services for a short but undetermined amount of time until new staff can be hired; and

WHEREAS, the City desires to have the Consultant perform such building services on an interim basis pursuant to the following terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform services, as described on **Exhibit "A"** attached hereto and incorporated herein by this reference as if fully set forth in this contract.
2. **Compliance with Applicable Industry Standards, Laws and Requirements.** In performing such services, the Consultant shall at all times comply with all federal, state and local laws applicable to the performance of such services. It is the Consultant's responsibility to identify and comply with such laws, including but not limited to Washington's laws against discrimination; Washington's Industrial Safety and Health Act and associated regulations; Washington's Unemployment Compensation provisions, and any other applicable laws, statutes, regulations or requirements otherwise applicable to the services provided under this Agreement.
3. **Registration, Licensing and Bonding.** Consultant shall at all times maintain appropriate registration, licensing and bonding applicable to professional services to be performed pursuant to this Agreement, and has provided or will provide written evidence of the same to the City upon execution of this Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).
4. **Time Devoted.** The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5. **Provisions of Facilities, Equipment, Personnel.** The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
6. **Compensation and Method of Payment.** No minimum level of compensation is guaranteed under this Agreement. Compensation will be based on services actually requested by the City and performed by the Consultant. In consideration of the Consultant providing services, the City shall pay the consultant for the services performed on each Work Order in accordance with the fee schedule included herein as “**Exhibit B**” at a cost **not to exceed \$10,000.**

The Consultant shall complete and return **Exhibit “C”**, Tax Identification Number, to the City prior to or along with the first billing voucher submittal. The Consultant is required to have a City Business license and no payment will be made until one is obtained.

7. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services which are described in **Exhibit “A”** attached hereto. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental work program and upon the City’s approval, shall be compensated on the same terms of this contract as previously stated, or in a manner mutually agreed upon by both parties.
8. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of execution and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
9. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City's use of the documents, drawings, specifications, and other materials outside of the project intended.
10. **Independent Consultant.** The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

In accordance with Shelton Municipal Code, for the privilege of accepting or executing a contract with the City of Shelton, irrespective of whether goods or services are delivered within or outside the city, or whether the person’s office is within or outside the city, the

consultant is subject to the licensing requirements and business and occupation tax levied in SMC Chapters 5.04.030 and 3.52.060.

**11. Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Municipality shall indemnify and hold the Company harmless for claims against the Company arising from the enforcement of any of the Municipality's Codes, as defined herein, which are determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid and in cases where the professional services provided pursuant to this Agreement are performed in good faith and as generally accepted standards practiced by others providing similar services.

The Municipality agrees to indemnify, defend, and hold harmless the Company, its officers and employees from and against liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage (including reasonable attorney's fees and litigation costs) to the extent caused by the negligent act, omission, or error of the Municipality, or any officer, employee, representative or agent of Municipality.

**12. Insurance.**

**A. Insurance Term**

The Consultant 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 performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**B. No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such

insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

### **C. Minimum Scope of Insurance**

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### **D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

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

### **E. Other Insurance Provision**

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

### **F. Acceptability of Insurers**

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

**G. Verification of Coverage**

The Consultant shall furnish the Public Entity 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 Consultant before commencement of the work.

**H. Notice of Cancellation**

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

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

**J. Public Entity Full Availability of Consultant Limits**

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

**13. Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**14. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed



by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

15. **Termination.** This Agreement may at any time be terminated for any reason by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination. This agreement also may at any time be terminated for any reason by the Consultant upon giving to the City thirty (30) days written notice of the Consultant's intention to terminate the same.
16. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.
17. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
18. **Entire Agreement.** This Agreement and Exhibits A, B, & C contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
19. **Notices.** The designated project representative for the City of Shelton is:

Jae Hill  
Community & Economic Development Director  
City of Shelton  
525 West Cota Street  
Shelton, Washington 98584  
Phone number: (360) 432-5176  
Email: jae.hill@sheltonwa.gov

Notices to the City shall be sent to the address noted above.

The designated project representative for the Consultant is Michael Barth. Notices to the Consultant shall be sent to the following address:

Michael J. Barth, President  
CodePros, LLC  
PO Box 185

Allyn, WA 98524  
Phone number: (360) 801-0543  
Email: mbarth@codeproswa.com

20. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington.
21. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in **Exhibit "A."** In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project.
22. **Invoice and Activity Report.** The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.


## CONTRACT SIGNATURES

DATED this 23 day of January, 2024

CITY OF SHELTON

CODEPROS, LLC

By:   
Jae Hill, Director

By:   
Michael Barth, President

Attest/Authenticated:

\_\_\_\_\_  
City Clerk (or witness to signature)

## EXHIBIT A

### City of Shelton and CodePros, LLC - On-Call Building Code Services

#### Scope of Services

CodePros proposes to provide the City of Shelton with Supplemental (as-needed) Building Department Services to include plan review, inspection, and/or project support services. Plan Review, Inspections Service and Project Support Services include, but are not limited to building, plumbing, mechanical and energy code plan review, and building inspections including the following:

- Building Setbacks (as approved by zoning official)
- Footings (rebar)
- Foundation Walls (rebar)
- Underground plumbing
- Under-floor framing / concrete slab
- Shear-wall, hold-downs / roof sheathing
- Rough plumbing
- Rough mechanical (HVAC, vents, exhausts, gas piping)
- Rough framing
- Insulation
- Drywall
- Commercial ceiling grid
- Fire-resistant assemblies and penetration protection
- Final plumbing
- Final mechanical
- Final building (including energy)

#### Target Timeframes:

<b>Number of working days for plan check:</b>	First review	Second review
Single Family residence/duplex	10	5
Commercial/Multi-Family under \$5M in valuation	20	10
Commercial/Multi-Family over \$5M in valuation	30	15

## **EXHIBIT B**

### **City of Shelton and CodePros, LLC - Building Code Services**

#### **CodePros' Plan Review Service Fees:**

- Building Plan Review Service Fee (Commercial > \$1M) 65% of COS's review fee
- Building Plan Review Service Fee (Commercial = < \$1M) 70% of COS's review fee
- Building Plan Review Service Fee (1-2 Family Residential) 75% of COS's review fee
- Attendance of Pre-App conference for projects > \$1M valuation no charge
- Attendance of Pre-App conference for projects =<\$1M valuation \$95.00 per hour

#### **CodePros' Project Support Service Fees are as follows:**

- Building Plan Review Fee 70% of jurisdiction's fee
- Building Permit Fee 70% of jurisdiction's fee
- Plumbing Permit Fee 70% of jurisdiction's fee
- Mechanical Permit Fee 70% of jurisdiction's fee
- Energy Permit Fee 70% of jurisdiction's fee

#### **Other Fees:**

- Supplemental On-Call building inspections \$ 95.00 per hour
- Inspections outside of business hours \$150.00 per hour, (2 hour minimum)
- Investigative Services and/or testimony \$175.00 per hour
- Code Enforcement Activities (as requested by City) \$ 110.00 per hour
- Code consultation and/or code interpretation, not associated with plan review services above \$ 95.00 per hour
- Analysis of alternate methods and/or materials \$ 95.00 per hour
- Structural engineering review by P.E. (projects<\$4M) (actual costs)
- Structural engineering review by P.E. (projects>\$4M) no additional charge

City of Shelton's (COS) Fees: Plan review and permit fees referenced above shall be based on the Master Fee Schedule as adopted by the City of Shelton with an effective date of January 1, 2024. Plan Review fees shall be established as 65% of the permit fee. Project valuations shall be defined as the total value of all construction work for which the permit is issued, and shall include but not be limited to: all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, permanent equipment, architectural/engineering services and contractors profit. The valuation shall be, at a minimum, as determined by utilizing the most recent August edition of "Square Foot Construction Costs" table published by the International Code Council in its "Building Safety Journal" magazine.

## EXHIBIT C

CITY OF SHELTON  
525 West Cota Street  
Shelton, WA 98584  
Phone: (360) 426-9731  
FAX: (360) 426-7746

### TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shelton, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business.

Please complete the following information request form and return it to the City of Shelton before or along the submittal of the first billing voucher.

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government Agency  
☐ Individual/Proprietor ☒ Other (please explain) LLC

Tax Identification #: 27-2823012

UBI #: 603 023 486

Print Name: MICHAEL BARTH

Print Title: MANAGERIAL MEMBER

Business Name: CODEPROS, LLC

Business Address: P.O. Box 185, ALLYN, WA, 98524

Business Phone: 360-801-0543

Business e-mail: mbarth@codeproswa.com

Michael Barth

1/23/2024





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

City Council Meeting Minutes  
January 7, 2025 – 6:00 p.m.  
Civic Center & Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

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

#### **Personnel:**

City Manager Mark Ziegler  
City Clerk Donna Nault  
Parks & Recreation Supervisor Jordanne Krumpols  
Assistant Public Works Director Aaron Nix  
Community & Economic Development Director Jae Hill

### **CALL TO ORDER**

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

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

None

### **CITY COUNCIL REPORTS**

None

### **CONSENT AGENDA**

1. Vouchers numbered 112099 through 112148 and EFT payment numbers 859 through 884 in the total amount of \$402,590.32
2. Vouchers numbered 112164 through 112195 and EFT payment numbers 885 through 896 in the total amount of \$154,632.17
3. Warrant numbered 112208 in the amount of \$141,750.36
4. Warrant numbered 112214 in the amount of \$21,793.47
5. Warrants numbered 112215 through 112216 in the amount of \$574.73
6. Payroll warrants numbered 4020 and 13954 through 14057. Warrants 112196 through 112207 in the amount of \$374,361.58
7. Resolution No. 1358-1124 Accepting MACECOM Lease Agreement
8. Minutes:
  - Business Meeting of November 19, 2024
  - Study Session of November 26, 2024

City Clerk Nault read the items on the consent agenda. A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schirman to approve the consent agenda as read. Passed.

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

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

Melissa Moore  
Caryn Salapka  
Erin Martinache

#### **Zoom:**

None

## **PRESENTATIONS**

### **1. Police Officer Swearing-in**

Deputy Mayor Schirman swore in our new Police Officer Jeramy Green. No discussion.

## **BUSINESS AGENDA**

### **1. Parks Advisory Committee Reappointments – Presented by Parks & Recreation Supervisor Jordanne Krumpols**

Parks & Recreation Supervisor Krumpols presented recommendations for the Parks Advisory Committee reappointments. No discussion.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Blush to forward the reappointments on the Shelton Parks Advisory Committee to the January 21<sup>st</sup> consent agenda for further consideration. Passed.

### **2. Arts Commission Reappointments – Presented by Parks & Recreation Supervisor Jordanne Krumpols**

Parks & Recreation Supervisor Krumpols presented recommendations for the Arts Commission reappointments. No discussion.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Blush to forward the reappointments on the Shelton Arts Commission to the January 21<sup>st</sup> consent agenda for further consideration. Passed.

### **3. Resolution No. 1357-1124 Accepting Memorandum of Agreement with WSU Extension – Presented by Parks & Recreation Supervisor Jordanne Krumpols**

Parks & Recreation Supervisor Krumpols presented information regarding accepting an agreement with the WSU extension for Catalyst Park.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Gilmore to forward Resolution No. 1357-1124 on to the January 21<sup>st</sup> action agenda for further consideration. Passed.

### **4. Resolution No. 1363-1124 On-Call A&E Consultant Pool Agreements – Presented by Assistant Public Works Director Aaron Nix**

Assistant Public Works Director Nix presented information regarding A&E consultant pool agreements. Discussion followed.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Stearns to forward Resolution No. 1363-1124 on to the January 21<sup>st</sup> action agenda for further consideration. Passed.

### **5. Resolution No. 1367-1224 Establishing a Creative District – Presented by Community & Economic Development Director Jae Hill**

Community & Economic Development Director Hill presented information regarding establishing a Creative District. Discussion followed.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Gilmore to forward Resolution No. 1367-1224 on to the January 21<sup>st</sup> action agenda for further consideration. Passed.

Deputy Mayor Schirman recessed from the regular meeting to open a public hearing.

## **PUBLIC HEARING**

1. Ordinance No. 2025-0924 2024 Revisions to Permitted Uses Matrix – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill presented information regarding revisions to the permitted uses matrix. Discussion followed. No public testimony. City Clerk Nault provided a reading of Ordinance No. 2025-0924.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Stearns to forward Ordinance No. 2025-0924 to the March 18<sup>th</sup> council meeting for further consideration. Passed.

Deputy Mayor Schirman closed the public hearing and opened another public hearing.

2. Ordinance No. 2028-1224 Repealing SMC 5.32 For-Hire Vehicles – Presented by City Manager Mark Ziegler

City Manager Ziegler presented information regarding repealing SMC 5.32. Discussion followed. No public testimony. City Clerk Nault provided a reading of Ordinance No. 2028-1224.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Gilmore to forward Ordinance No. 2028-1224 to the January 21<sup>st</sup> council meeting for further consideration. Passed.

Deputy Mayor Schirman closed the public hearing and resumed the regular meeting.

#### **ACTION AGENDA**

1. Resolution No. 1365-1224 Approval of Contract Amendment with SCJ Alliance – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill presented information regarding a contract amendment with SCJ Alliance. No discussion. No public comment. City Clerk Nault provided a reading of Resolution No. 1365-1224.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Stearns to approve Resolution No. 1365-1224 as presented. Passed.

#### **ADMINISTRATION REPORT**

1. City Manager Report
  - Happy New Year!
  - Thank you to the Hansen and Dickson families for the Christmas Tree Maze
  - Christmas Tree recycling pickup will start on Monday
  - Congratulations to Councilmember Sapp for being awarded the Certificate of Municipal Leadership

#### **NEW ITEMS FOR DISCUSSION**

None

#### **ANNOUNCEMENT OF NEXT MEETING**

Study Session – January 14, 2025 at 6:00 p.m.

City Council Meeting – January 21, 2025 at 6:00 p.m.

#### **MEETING ADJOURN**

Deputy Mayor Schirman adjourned the meeting at 6:46 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault



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

Study Session Minutes  
January 14, 2025 – 6:00 p.m.  
Civic Center & Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

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

#### **Personnel:**

City Manager Mark Ziegler  
City Clerk Donna Nault

### **CALL TO ORDER**

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

### **STUDY AGENDA**

1. Council Board & Committee Assignments – Presented by City Manager Mark Ziegler

City Manager Ziegler presented information regarding the Council board & committee assignments.  
Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

Mayor Onisko would like to discuss waterflow for any downtown fires.

City Manager Ziegler announced that the Study Session on January 28, 2025, is cancelled.

### **ADJOURN**

Mayor Onisko adjourned the meeting at 6:16 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault

# January 2025 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

	2025 Budget	2025 thru January	2025 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	15,910,784	1,325,954	15,794,060	(116,724)	-0.7%
Expenditures	17,042,051	1,699,162	16,853,906	188,145	1.1%
Net Revenues Less Expenditures	(1,131,267)	(373,208)	(1,059,846)	71,421	
Beginning Fund Balance	6,474,404		6,474,404		
Ending Fund Balance	5,343,137 31.4%		5,414,558 31.8%		
<b>Ending Fund Balance Breakdown:</b>					
Reserved - 20% of Budget	3,408,410		3,408,410		
Unreserved Fund Balance	1,934,727		2,006,147		
<b>Total Fund Balance</b>	<b>5,343,137</b>		<b>5,414,558</b>		

### Summary

2025 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.  
2024 amounts included in this report are unaudited.

Analysis through January shows an overall Positive budget variance of \$71 thousand.

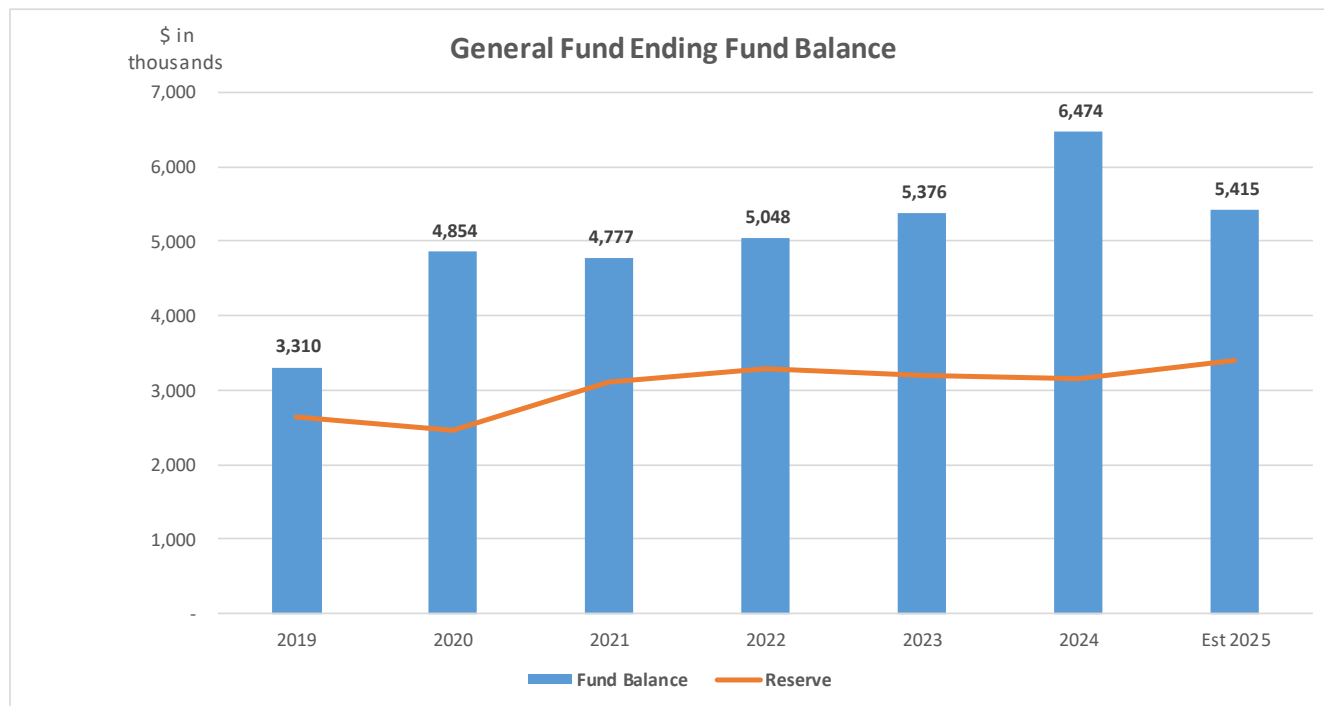
General Fund Reserves are estimated to end the year at \$5.4 million, or 31.8% of 2025 budgeted expenditures.

### Revenue Overview

Revenues are currently estimated to end the year approximately \$116 thousand, or -.7% less than budgeted.

### Expenditure Overview

Expenditures are currently estimated to end the year approximately \$188 thousand, or 1.1% less than budgeted.



# January 2025 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

Revenue Categories	2025 Budget	2025 thru January	2025 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	3,050,179	42,001	3,050,179	-	0.0%
Sales & Use	3,526,879	301,577	3,363,460	(163,419)	-4.6%
City Utility	1,483,463	134,385	1,548,855	65,392	4.4%
Non-City Utility	1,357,020	131,896	1,262,049	(94,971)	-7.0%
Business & Occupation	1,427,732	230,050	1,427,732	-	0.0%
Other	52,900	5,205	49,204	(3,696)	-7.0%
Licenses & Permits	297,750	39,787	262,300	(35,450)	-11.9%
Intergovernmental Revenue	807,170	98,641	820,985	13,815	1.7%
Charges for Goods/Services	3,250,346	252,721	3,212,680	(37,666)	-1.2%
Fines and Penalties	46,550	3,594	43,130	(3,420)	-7.3%
Miscellaneous Revenue	134,170	86,097	276,861	142,691	106.4%
Transfers In	476,625	-	476,625	-	0.0%
<b>Total Revenues</b>	<b>15,910,784</b>	<b>1,325,954</b>	<b>15,794,060</b>	<b>(116,724)</b>	<b>-0.7%</b>

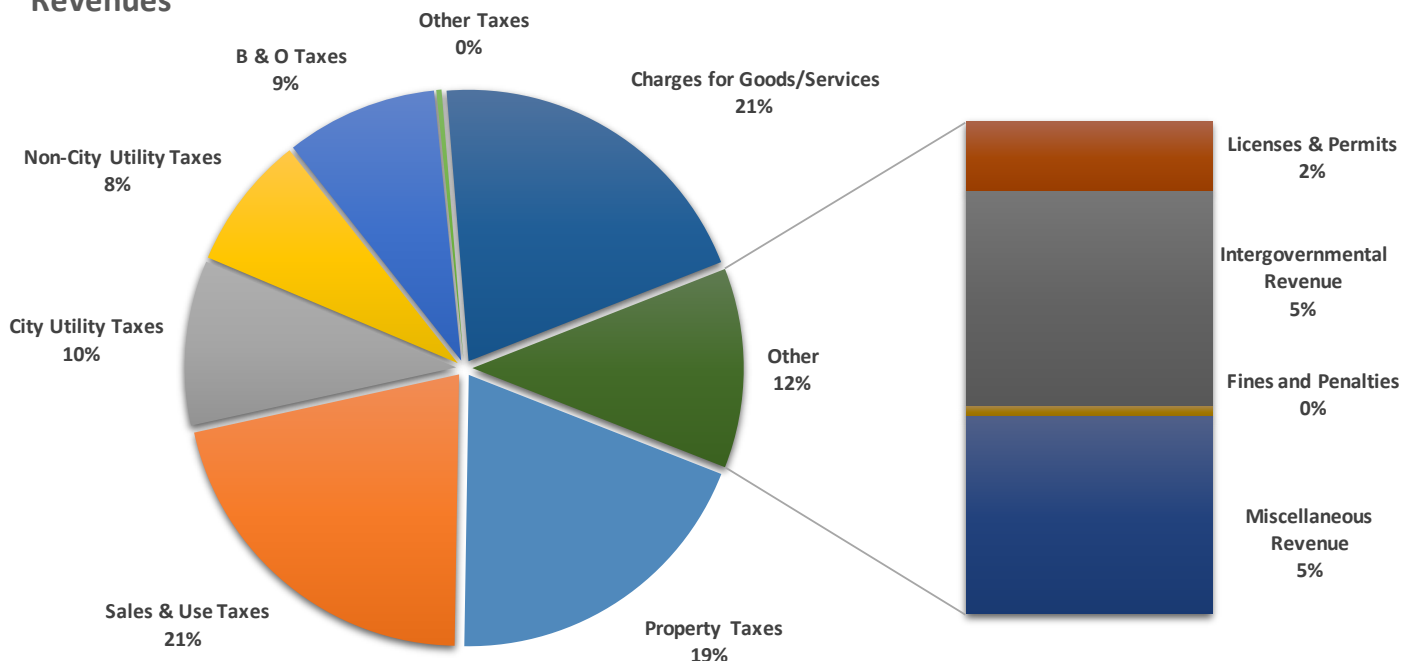
\*2025 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

**Miscellaneous:** Will be over budget with donation of \$64K from Our Community Credit Union and investment interest.

#### 2025 Estimated General Fund Revenues





# January 2025 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

Department	2025 Budget	2025 thru January	2025 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>City Clerk</b>	296,566	21,570	292,858	3,708	1.3%
<b>City Council</b>	83,801	9,155	83,791	10	0.0%
<b>City Manager</b>					
City Manager	489,921	56,997	489,445	476	0.1%
Legal	328,170	14,440	353,447	(25,277)	-7.7%
Detentions/Corrections-Contract	504,390	-	504,390	-	0.0%
Human Resources	189,046	18,014	188,121	925	0.5%
Risk Management	152,862	74,040	147,059	5,803	3.8%
<b>Community &amp; Economic Development</b>					
Animal Control	230,936	26,898	260,435	(29,499)	-12.8%
Code Enforcement	171,693	20,378	175,819	(4,126)	-2.4%
Community Development	878,157	76,091	930,418	(52,261)	-6.0%
<b>Parks &amp; Facilities</b>					
Civic Center Activities	62,069	7,488	59,254	2,815	4.5%
Facility Services	1,305,833	97,060	1,304,227	1,606	0.1%
Parks & Recreation	771,708	69,956	770,398	1,310	0.2%
<b>Finance</b>					
Finance	1,421,270	143,636	1,418,643	2,627	0.2%
Information Technology	472,071	26,816	471,688	383	0.1%
<b>Fire &amp; Emergency Services</b>	2,637,997	212,085	2,413,143	224,854	8.5%
<b>Municipal Court</b>	753,047	83,120	752,538	509	0.1%
<b>Non-Departmental</b>	705,721	3,040	646,831	58,890	8.3%
<b>Police</b>	4,652,598	655,600	4,643,138	9,460	0.2%
<b>Public Works</b>	934,195	82,778	948,263	(14,068)	-1.5%
<b>Total Expenditures</b>	<b>17,042,051</b>	<b>1,699,162</b>	<b>16,853,906</b>	<b>188,145</b>	<b>1.1%</b>

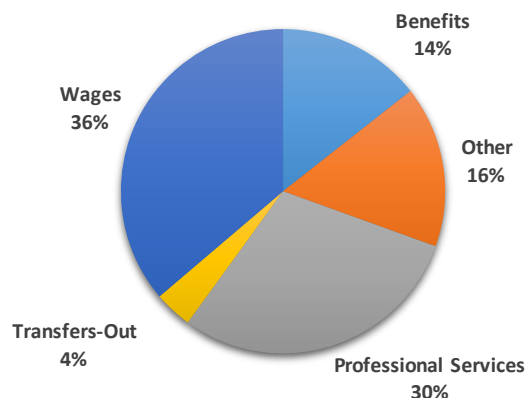
\*2025 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

#### Variance Notes

None

### 2025 Estimated General Fund Expenditures



# January 2025 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

	2023 Actual	2024 Actual	2025 Budget	2025 thru January	2025 Est Actual
<b>Beginning Fund Balance</b>	<b>5,047,799</b>	<b>5,376,171</b>	<b>6,474,404</b>	<b>6,474,404</b>	<b>6,474,404</b>
<b>Revenues</b>					
Taxes:					
Property	2,788,309	2,834,419	3,050,179	42,001	3,050,179
Sales & Use	3,595,781	3,644,880	3,526,879	301,577	3,363,460
City Utility	1,528,927	1,644,967	1,483,463	134,385	1,548,855
Non-City Utility	1,290,740	1,285,441	1,357,020	131,896	1,262,049
Business & Occupation	802,272	1,402,876	1,427,732	230,050	1,427,732
Other	76,386	84,391	52,900	5,205	49,204
Licenses & Permits	306,906	406,067	297,750	39,787	262,300
Intergovernmental Revenue	592,006	894,856	807,170	98,641	820,985
Charges for Goods/Services	3,423,381	3,791,708	3,250,346	252,721	3,212,680
Fines and Penalties	49,639	64,315	46,550	3,594	43,130
Miscellaneous Revenue	397,855	608,748	134,170	86,097	276,861
Transfers In	87,712	-	476,625	-	476,625
<b>Total Revenues</b>	<b>14,939,914</b>	<b>16,662,668</b>	<b>15,910,784</b>	<b>1,325,954</b>	<b>15,794,060</b>
<b>Expenditures</b>					
<b>City Clerk</b>	226,373	197,523	296,566	21,570	292,858
<b>City Council</b>	63,480	66,522	83,801	9,155	83,791
<b>City Manager</b>					
City Manager	408,587	423,776	489,921	56,997	489,445
Legal	343,008	367,769	328,170	14,440	353,447
Detentions/Corrections-Contract	203,718	205,200	504,390	-	504,390
Human Resources	274,902	145,146	189,046	18,014	188,121
Risk Management	143,699	141,070	152,862	74,040	147,059
<b>Community &amp; Economic Development</b>					
Animal Control	104,441	239,598	230,936	26,898	260,435
Code Enforcement	175,504	178,401	171,693	20,378	175,819
Community Development	707,010	668,054	878,157	76,091	930,418
<b>Parks &amp; Facilities</b>					
Civic Center Activities	56,058	47,024	62,069	7,488	59,254
Facility Services	676,755	704,003	1,305,833	97,060	1,304,227
Parks & Recreation	620,303	604,157	771,708	69,956	770,398
<b>Finance</b>					
Finance	1,124,192	1,322,546	1,421,270	143,636	1,418,643
Information Technology	449,597	404,373	472,071	26,816	471,688
<b>Fire &amp; Emergency Services</b>	2,491,434	2,482,385	2,637,997	212,085	2,413,143
<b>Municipal Court</b>	744,467	753,299	753,047	83,120	752,538
<b>Non-Departmental</b>	1,338,292	1,916,260	705,721	3,040	646,831
<b>Police</b>	3,736,336	3,938,526	4,652,598	655,600	4,643,138
<b>Public Works</b>	723,386	758,804	934,195	82,778	948,263
<b>Total Expenditures</b>	<b>14,611,542</b>	<b>15,564,435</b>	<b>17,042,051</b>	<b>1,699,162</b>	<b>16,853,906</b>
Net Revenues less Expenditures	328,372	1,098,233	(1,131,267)	(373,208)	(1,059,846)
<b>Ending Fund Balance</b>	<b>5,376,171</b>	<b>6,474,404</b>	<b>5,343,137</b>	<b>6,101,196</b>	<b>5,414,558</b>
General Fund Reserves	5,376,171	6,474,404	5,343,137		5,414,558
based on same year actuals/budget	36.8%	41.6%	31.4%		32.1%

# January 2025 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

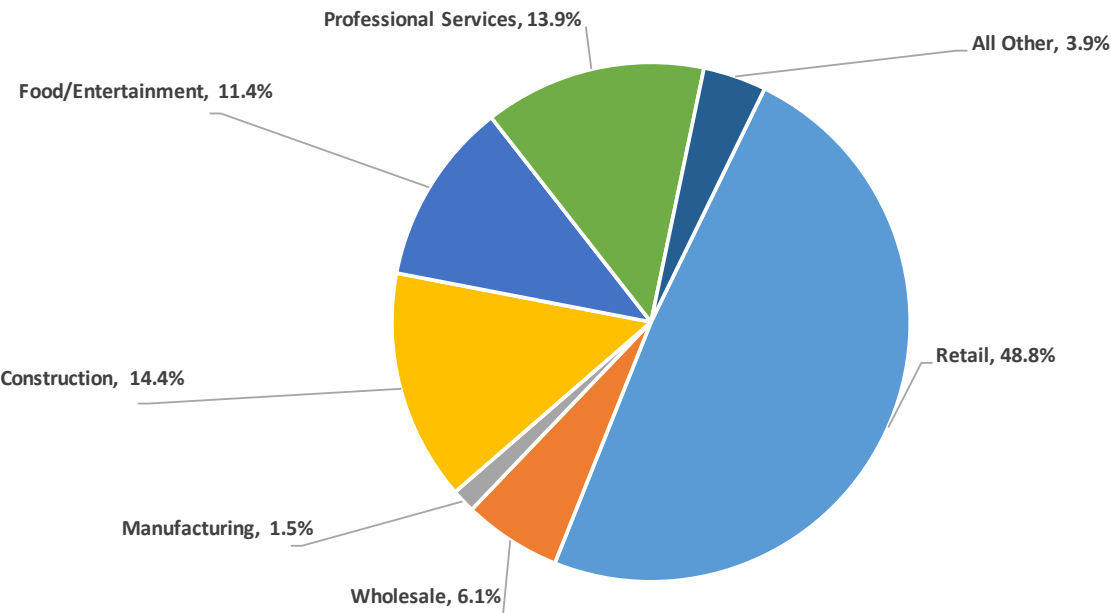
	2023 thru January	2024 thru January	2025 thru January	2025 - 2024 Variance		% of Budget
Revenues						
Taxes:						
Property	7,812	10,529	42,001	31,472	298.9%	1.4%
Sales & Use	317,236	318,329	301,577	(16,752)	-5.3%	8.6%
City Utility	127,396	128,517	134,385	5,867	4.6%	9.1%
Non-City Utility	157,909	147,760	131,896	(15,863)	-10.7%	9.7%
Business & Occupation	108,664	100,013	230,050	130,037	130.0%	16.1%
Other	2,428	4,103	5,205	1,102	26.9%	9.8%
Licenses & Permits	54,589	36,709	39,787	3,078	8.4%	13.4%
Intergovernmental Revenue	33,812	112,441	98,641	(13,800)	-12.3%	12.2%
Charges for Goods/Services	212,899	243,374	252,721	9,347	3.8%	7.8%
Fines and Penalties	4,548	4,163	3,594	(568)	-13.7%	7.7%
Miscellaneous Revenue	30,359	19,810	86,097	66,288	334.6%	64.2%
Transfers In	-	-	-	-		0.0%
Total Revenues	1,057,654	1,125,746	1,325,954	200,208	17.8%	8.3%
Expenditures						
City Clerk	23,374	22,450	21,570	(879)	-3.9%	7.3%
City Council	6,712	7,220	9,155	1,935	26.8%	10.9%
City Manager						
City Manager	59,024	55,764	56,997	1,234	2.2%	11.6%
Legal	10,598	14,440	14,440	-	0.0%	4.4%
Detentions/Corrections-Contrac	21,764	52	-	(52)	-100.0%	0.0%
Human Resources	41,867	16,426	18,014	1,588	9.7%	9.5%
Risk Management	57,168	71,458	74,040	2,581	3.6%	48.4%
Community & Economic Development						
Animal Control	83,700	104,441	239,598	135,156	129.4%	137.4%
Code Enforcement	81,285	175,504	178,401	2,897	1.7%	113.1%
Community Development	(61,755)	(157,938)	(294,631)	(136,693)	86.5%	-31.1%
Parks & Facilities						
Civic Center Activities	6,678	6,185	7,488	1,303	21.1%	12.1%
Facility Services	70,180	60,592	97,060	36,468	60.2%	7.4%
Parks & Recreation	69,520	62,830	69,956	7,125	11.3%	9.1%
Finance						
Finance	124,210	131,469	143,636	12,167	9.3%	10.1%
Information Technology	38,541	27,458	26,816	(641)	-2.3%	5.7%
Fire & Emergency Services	152,352	221,901	212,085	(9,816)	-4.4%	8.0%
Municipal Court	77,497	76,920	83,120	6,201	8.1%	11.0%
Non-Departmental	1,825	119,822	3,040	(116,782)	-97.5%	0.4%
Police	466,936	541,821	655,600	113,779	21.0%	14.1%
Public Works	93,460	74,014	82,778	8,764	11.8%	8.9%
Total Expenditures	1,424,936	1,632,826	1,699,162	66,336	4.1%	10.0%

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

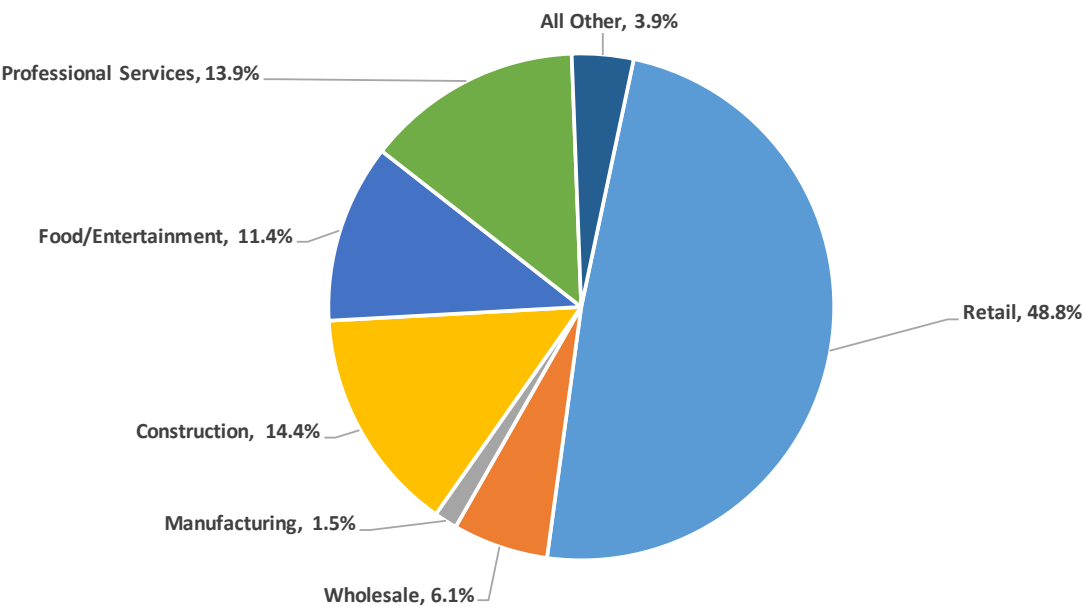
January 2025 Monthly Financial Report  
City of Shelton, Washington

Sales Tax Breakdown by Type

2025 thru January



January 2025



# January 2025 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

Fund	2025 Beginning Fund Balance	2025 Estimated Revenue	2025 Estimated Expenditure	2025 Estimated Fund Balance	\$ Change	% Change
<b>City-wide Fund Balances</b>						
General Fund	6,474,404	15,794,060	16,853,906	5,414,558	(1,059,846)	-16.4%
Street Fund	667,884	2,156,080	2,400,103	423,861	(244,023)	-36.5%
Capital Resource Funds						
Real Estate Excise Tax -1	697,221	62,500	317,512	442,209	(255,012)	-36.6%
Real Estate Excise Tax -2	911,749	62,500	654,000	320,249	(591,500)	-64.9%
Transport Benefit District	685,308	10,000	535,000	160,308	(525,000)	-76.6%
Traffic Impact Fees	973,604	47,000	-	1,020,604	47,000	4.8%
General Resources	2,357,481	20,000	23,000	2,354,481	(3,000)	-0.1%
Tourism Fund	86,639	47,570	97,000	37,209	(49,430)	-57.1%
Bond Fund	7,592	173,708	181,300	-	(7,592)	-100.0%
Capital Improvement Fund	1,306,015	6,017,072	6,017,072	1,306,015	-	0.0%
Water Fund	1,953,739	3,739,890	4,250,607	1,443,022	(510,717)	-26.1%
Water Capital Fund	1,711,166	963,500	951,100	1,723,566	12,400	0.7%
Sewer Fund	4,355,118	7,088,498	8,461,365	2,982,251	(1,372,867)	-31.5%
Sewer Capital Fund	1,500,891	1,328,500	1,313,620	1,515,771	14,880	1.0%
Solid Waste Fund	282,414	13,000	50,000	245,414	(37,000)	-13.1%
Storm Drainage Fund	1,124,852	1,648,000	2,264,524	508,328	(616,524)	-54.8%
Storm Drainage Capital Fund	364,058	272,500	272,500	364,058	-	0.0%
Payroll Benefits Fund	264,652	160,864	139,110	286,406	21,754	8.2%
Equipment Rental Fund	603,348	793,790	1,262,421	134,717	(468,631)	-77.7%
Firefighters Pension Fund	358,028	14,500	64,375	308,153	(49,875)	-13.9%
Library Endowment Fund	130,705	1,260	30,000	101,965	(28,740)	-22.0%
<b>City-wide Fund Totals</b>	<b>26,816,868</b>	<b>40,414,792</b>	<b>46,138,516</b>	<b>21,093,144</b>	<b>(5,723,724)</b>	<b>-21.3%</b>

### City-Wide FTE by Fund

General Fund	2024 Budget	2025 Budget	Jan 31 Vacancies
City Council	7.00	7.00	-
Municipal Court	5.03	5.03	-
City Clerk*	1.50	1.50	-
City Manager	2.00	2.00	-
Human Resources	1.00	1.00	-
Information Technology	1.00	1.00	-
Finance	9.50	9.00	-
Public Works	4.60	4.60	0.50
Police	21.00	21.00	2.00
Community Development	5.85	5.85	-
Parks, Rec & Facilities	7.00	8.35	-
<b>Total General Fund</b>	<b>65.48</b>	<b>66.33</b>	<b>2.50</b>

Other City Funds	2024 Budget	2025 Budget	Jan 31 Vacancies
Street Operating	4.65	4.65	1.00
Water Utility	8.80	8.80	0.50
Sewer Utility	11.70	11.55	2.00
Storm Drainage Utility	7.60	7.90	1.50
Equip. Maint. & Rental	1.30	1.30	-
<b>Total Other Funds</b>	<b>34.05</b>	<b>34.20</b>	<b>5.00</b>
<b>Total City</b>	<b>99.53</b>	<b>100.53</b>	<b>7.50</b>

# January 2025 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2025 Budget	2025 thru January	2025 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>General Fund</b>					
Taxes	10,898,173	845,114	10,701,479	(196,694)	-1.8%
Licenses & Permits	297,750	39,787	262,300	(35,450)	-11.9%
Intergovernmental Revenue	807,170	98,641	820,985	13,815	1.7%
Charges for Goods/Services	3,250,346	252,721	3,212,680	(37,666)	-1.2%
Fines and Penalties	46,550	3,594	43,130	(3,420)	-7.3%
Miscellaneous Revenue	134,170	86,097	276,861	142,691	106.4%
Transfers In	476,625	-	476,625	-	0.0%
<b>Total Revenues</b>	<b>15,910,784</b>	<b>1,325,954</b>	<b>15,794,060</b>	<b>(116,724)</b>	<b>-0.7%</b>
Wages	6,190,273	559,347	6,105,636	84,637	1.4%
Benefits	2,463,205	191,674	2,426,020	37,185	1.5%
Professional Services	5,032,862	316,695	4,968,253	64,609	1.3%
Transfers-Out	695,821	3,040	636,931	58,890	8.5%
Other	2,659,890	628,406	2,717,066	(57,176)	-2.1%
<b>Total Expenditures</b>	<b>17,042,051</b>	<b>1,699,162</b>	<b>16,853,906</b>	<b>188,145</b>	<b>1.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,131,267)</b>	<b>(373,208)</b>	<b>(1,059,846)</b>	<b>71,421</b>	
<b>Street Fund</b>					
Taxes	675,000	61,445	675,000	-	0.0%
Licenses & Permits	10,000	455	10,000	-	0.0%
Intergovernmental Revenue	199,000	14,183	183,200	(15,800)	-7.9%
Charges for Goods/Services	106,120	8,990	107,880	1,760	1.7%
Miscellaneous Revenue	81,500	1,706	85,000	3,500	4.3%
Transfers In	1,095,000	-	1,095,000	-	0.0%
<b>Total Revenues</b>	<b>2,166,620</b>	<b>86,780</b>	<b>2,156,080</b>	<b>(10,540)</b>	<b>-0.5%</b>
Wages	406,674	35,771	435,374	(28,700)	-7.1%
Benefits	198,267	15,757	194,549	3,718	1.9%
Professional Services	722,440	2,758	736,980	(14,540)	-2.0%
Transfers-Out	89,000	89,000	89,000	-	0.0%
Other	961,368	111,138	944,200	17,168	1.8%
<b>Total Expenditures</b>	<b>2,377,749</b>	<b>254,423</b>	<b>2,400,103</b>	<b>(22,354)</b>	<b>-0.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>(211,129)</b>	<b>(167,644)</b>	<b>(244,023)</b>	<b>(32,894)</b>	
<b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b>					
Taxes	52,500	21,386	52,500	-	0.0%
Miscellaneous Revenue	-	2,459	10,000	10,000	
<b>Total Revenues</b>	<b>52,500</b>	<b>23,845</b>	<b>62,500</b>	<b>10,000</b>	<b>19.0%</b>
Transfers-Out	317,512	-	317,512	-	0.0%
<b>Total Expenditures</b>	<b>317,512</b>	<b>-</b>	<b>317,512</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(265,012)</b>	<b>23,845</b>	<b>(255,012)</b>	<b>10,000</b>	

\*2025 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



# January 2025 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2025 Budget	2025 thru January	2025 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b>					
Taxes	52,500	21,238	52,500	-	0.0%
Miscellaneous Revenue	-	2,166	10,000	10,000	
<b>Total Revenues</b>	<b>52,500</b>	<b>23,404</b>	<b>62,500</b>	<b>10,000</b>	<b>19.0%</b>
Transfers-Out	654,000	300,000	654,000	-	0.0%
<b>Total Expenditures</b>	<b>654,000</b>	<b>300,000</b>	<b>654,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(601,500)</b>	<b>(276,596)</b>	<b>(591,500)</b>	<b>10,000</b>	
<b>Capital Resources -Transportation Benefit District (TBD)</b>					
Miscellaneous Revenue	-	2,208	10,000	10,000	
Transfers In	-	-	-	-	
<b>Total Revenues</b>	<b>-</b>	<b>2,208</b>	<b>10,000</b>	<b>10,000</b>	
Transfers-Out	535,000	40,000	535,000	-	0.0%
<b>Total Expenditures</b>	<b>535,000</b>	<b>40,000</b>	<b>535,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(535,000)</b>	<b>(37,792)</b>	<b>(525,000)</b>	<b>10,000</b>	
<b>Capital Resources - Traffic Impact Fees (TIF)</b>					
Charges for Goods/Services	80,000	27,714	37,000	(43,000)	-53.8%
Miscellaneous Revenue	-	3,426	10,000	10,000	
<b>Total Revenues</b>	<b>80,000</b>	<b>31,140</b>	<b>47,000</b>	<b>(33,000)</b>	<b>-41.3%</b>
Transfers-Out	-	-	-	-	
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Revenues Less Expenditures</b>	<b>80,000</b>	<b>31,140</b>	<b>47,000</b>	<b>(33,000)</b>	
<b>Capital Resources - General</b>					
Miscellaneous Revenue	-	8,067	20,000	20,000	
Transfers In	-	-	-	-	
<b>Total Revenues</b>	<b>-</b>	<b>8,067</b>	<b>20,000</b>	<b>20,000</b>	
Transfers-Out	23,000	-	23,000	-	0.0%
<b>Total Expenditures</b>	<b>23,000</b>	<b>-</b>	<b>23,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(23,000)</b>	<b>8,067</b>	<b>(3,000)</b>	<b>20,000</b>	
<b>Tourism Fund</b>					
Taxes	48,000	3,798	45,570	(2,430)	-5.1%
Miscellaneous Revenue	100	309	2,000	1,900	1900.0%
<b>Total Revenues</b>	<b>48,100</b>	<b>4,107</b>	<b>47,570</b>	<b>(530)</b>	<b>-1.1%</b>
Professional Services	97,000	-	97,000	-	0.0%
<b>Total Expenditures</b>	<b>97,000</b>	<b>-</b>	<b>97,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(48,900)</b>	<b>4,107</b>	<b>(49,430)</b>	<b>(530)</b>	

\*2025 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2025 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2025 Budget	2025 thru January	2025 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Bond Fund</b>					
Taxes	-	-	-	-	
Transfers In	173,708	-	173,708	-	0.0%
<b>Total Revenues</b>	<b>173,708</b>	<b>-</b>	<b>173,708</b>	<b>-</b>	<b>0.0%</b>
Other	181,300	-	181,300	-	0.0%
<b>Total Expenditures</b>	<b>181,300</b>	<b>-</b>	<b>181,300</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(7,592)</b>	<b>-</b>	<b>(7,592)</b>	<b>-</b>	
<b>Capital Improvement Fund</b>					
Intergovernmental Revenue	5,468,072	-	5,468,072	-	0.0%
Charges for Goods/Services	120,000	-	120,000	-	0.0%
Transfers In	429,000	429,000	429,000	-	0.0%
<b>Total Revenues</b>	<b>6,017,072</b>	<b>429,000</b>	<b>6,017,072</b>	<b>-</b>	<b>0.0%</b>
Professional Services	833,820	-	833,820	-	0.0%
Other	5,183,252	1,010	5,183,252	-	1.3%
<b>Total Expenditures</b>	<b>6,017,072</b>	<b>1,010</b>	<b>6,017,072</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>427,990</b>	<b>-</b>	<b>-</b>	
<b>Water Fund</b>					
Charges for Goods/Services	3,617,810	265,191	3,492,150	(125,660)	-3.5%
Miscellaneous Revenue	196,100	10,279	247,740	51,640	26.3%
<b>Total Revenues</b>	<b>3,813,910</b>	<b>275,471</b>	<b>3,739,890</b>	<b>(74,020)</b>	<b>-1.9%</b>
Wages	754,624	58,536	770,333	(15,709)	-2.1%
Benefits	319,363	22,512	318,678	685	0.2%
Professional Services	374,217	10,600	380,030	(5,813)	-1.6%
Transfers-Out	513,500	513,500	513,500	-	0.0%
Other	2,272,160	197,483	2,268,066	4,094	0.2%
<b>Total Expenditures</b>	<b>4,233,864</b>	<b>802,631</b>	<b>4,250,607</b>	<b>(16,743)</b>	<b>-0.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>(419,954)</b>	<b>(527,161)</b>	<b>(510,717)</b>	<b>(90,763)</b>	
<b>Water Capital Fund</b>					
Intergovernmental Revenue	250,000	93,615	450,000	200,000	80.0%
Transfers In	513,500	513,500	513,500	-	0.0%
<b>Total Revenues</b>	<b>763,500</b>	<b>607,115</b>	<b>963,500</b>	<b>200,000</b>	<b>26.2%</b>
Other	763,500	1,758	951,100	(187,600)	-24.6%
<b>Total Expenditures</b>	<b>763,500</b>	<b>1,758</b>	<b>951,100</b>	<b>(187,600)</b>	<b>-24.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>605,357</b>	<b>12,400</b>	<b>12,400</b>	

\*2025 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2025 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2025 Budget	2025 thru January	2025 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Sewer Fund</b>					
Charges for Goods/Services	7,040,105	606,185	7,038,498	(1,607)	0.0%
Miscellaneous Revenue	18,000	12,908	50,000	32,000	177.8%
<b>Total Revenues</b>	<b>7,058,105</b>	<b>619,093</b>	<b>7,088,498</b>	<b>30,393</b>	<b>0.4%</b>
Wages	999,369	95,235	1,066,429	(67,060)	-6.7%
Benefits	464,007	36,387	401,853	62,154	13.4%
Professional Services	523,590	112,459	725,616	(202,026)	-38.6%
Transfers-Out	1,303,500	1,303,500	1,303,500	-	0.0%
Other	5,161,788	484,775	4,963,968	197,820	3.8%
<b>Total Expenditures</b>	<b>8,452,254</b>	<b>2,032,356</b>	<b>8,461,365</b>	<b>(9,111)</b>	<b>-0.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,394,149)</b>	<b>(1,413,263)</b>	<b>(1,372,867)</b>	<b>21,282</b>	
<b>Sewer Capital Fund</b>					
Intergovernmental Revenue	-	5,635	25,000	25,000	
Transfers In	1,303,500	1,303,500	1,303,500	-	0.0%
<b>Total Revenues</b>	<b>1,303,500</b>	<b>1,309,135</b>	<b>1,328,500</b>	<b>25,000</b>	<b>1.9%</b>
Other	1,303,500	843	1,313,620	(10,120)	-0.8%
<b>Total Expenditures</b>	<b>1,303,500</b>	<b>843</b>	<b>1,313,620</b>	<b>(10,120)</b>	<b>-0.8%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>1,308,292</b>	<b>14,880</b>	<b>14,880</b>	
<b>Solid Waste Fund</b>					
Intergovernmental Revenue	36,939	3,398	10,000	(26,939)	-72.9%
Miscellaneous Revenue	-	978	3,000	3,000	
<b>Total Revenues</b>	<b>36,939</b>	<b>4,376</b>	<b>13,000</b>	<b>(23,939)</b>	<b>-64.8%</b>
Professional Services	45,000	-	45,000	-	0.0%
Other	5,000	-	5,000	-	0.0%
<b>Total Expenditures</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(13,061)</b>	<b>4,376</b>	<b>(37,000)</b>	<b>(23,939)</b>	
<b>Storm Drainage Fund</b>					
Intergovernmental Revenue	175,000	-	25,000	(150,000)	-85.7%
Charges for Goods/Services	1,630,294	131,061	1,608,000	(22,294)	-1.4%
Miscellaneous Revenue	500	5,048	15,000	14,500	2900.0%
<b>Total Revenues</b>	<b>1,805,794</b>	<b>136,108</b>	<b>1,648,000</b>	<b>(157,794)</b>	<b>-8.7%</b>
Wages	627,291	35,581	624,215	3,076	0.5%
Benefits	269,883	14,846	268,725	1,158	0.4%
Professional Services	334,590	4,901	338,734	(4,144)	-1.2%
Transfers-Out	272,500	272,500	272,500	-	0.0%
Other	758,912	89,560	760,350	(1,438)	-0.2%
<b>Total Expenditures</b>	<b>2,263,176</b>	<b>417,389</b>	<b>2,264,524</b>	<b>(1,348)</b>	<b>-0.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(457,382)</b>	<b>(281,281)</b>	<b>(616,524)</b>	<b>(159,142)</b>	
<b>Storm Drainage Capital Fund</b>					
Intergovernmental Revenue	-	-	-	-	
Transfers In	272,500	272,500	272,500	-	0.0%
<b>Total Revenues</b>	<b>272,500</b>	<b>272,500</b>	<b>272,500</b>	<b>-</b>	<b>0.0%</b>
Other	272,500	-	272,500	-	0.0%
<b>Total Expenditures</b>	<b>272,500</b>	<b>-</b>	<b>272,500</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>272,500</b>	<b>-</b>	<b>-</b>	

\*2025 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2025 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2025 Budget	2025 thru January	2025 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Payroll Benefits Fund</b>					
Charges for Goods/Services	40,000	4,627	45,210	5,210	13.0%
Miscellaneous Revenue	350	1,343	4,544	4,194	1198.3%
Transfers In	120,000	3,040	111,110	(8,890)	-7.4%
<b>Total Revenues</b>	<b>160,350</b>	<b>9,009</b>	<b>160,864</b>	<b>514</b>	<b>0.3%</b>
Benefits	160,350	3,367	139,110	21,240	13.2%
<b>Total Expenditures</b>	<b>160,350</b>	<b>3,367</b>	<b>139,110</b>	<b>21,240</b>	<b>13.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>5,643</b>	<b>21,754</b>	<b>21,754</b>	

<b>Equipment Maint &amp; Rental Fund</b>					
Charges for Goods/Services	782,500	68,296	787,830	5,330	0.7%
Miscellaneous Revenue	5,000	1,177	5,960	960	19.2%
<b>Total Revenues</b>	<b>787,500</b>	<b>69,473</b>	<b>793,790</b>	<b>6,290</b>	<b>0.8%</b>
Wages	113,766	8,709	113,266	500	0.4%
Benefits	53,601	4,019	53,797	(196)	-0.4%
Professional Services	37,308	206	37,308	-	0.0%
Other	1,055,993	61,569	1,058,050	(2,057)	-0.2%
<b>Total Expenditures</b>	<b>1,260,668</b>	<b>74,503</b>	<b>1,262,421</b>	<b>(1,753)</b>	<b>-0.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(473,168)</b>	<b>(5,031)</b>	<b>(468,631)</b>	<b>4,537</b>	

<b>Firefighter's Pension Fund</b>					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	9,000	1,209	14,500	5,500	61.1%
Transfers In	50,000	-	-	(50,000)	-100.0%
<b>Total Revenues</b>	<b>59,100</b>	<b>1,209</b>	<b>14,500</b>	<b>(44,600)</b>	<b>-75.5%</b>
Benefits	80,600	4,836	64,375	16,225	20.1%
<b>Total Expenditures</b>	<b>80,600</b>	<b>4,836</b>	<b>64,375</b>	<b>16,225</b>	<b>20.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(21,500)</b>	<b>(3,627)</b>	<b>(49,875)</b>	<b>(28,375)</b>	

#### Firefighters Pension Fund Notes

Revenues: Current estimate does not include a transfer-in from general fund in 2025.

<b>Library Endowment Fund</b>					
Miscellaneous Revenue	1,600	105	1,260	(340)	-21.3%
<b>Total Revenues</b>	<b>1,600</b>	<b>105</b>	<b>1,260</b>	<b>(340)</b>	<b>-21.3%</b>
Transfers-Out	30,000	-	30,000	-	0.0%
<b>Total Expenditures</b>	<b>30,000</b>	<b>-</b>	<b>30,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(28,400)</b>	<b>105</b>	<b>(28,740)</b>	<b>(340)</b>	

\*2025 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



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

Touch Date: 02/19/2025  
Brief Date: 03/18/2025  
Action Date: 04/01/2025

Department: Public Works  
Presented By: Aaron Nix, Assistant Public Works Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
**Mid-Block Crossing (OBJH)  
Safety Improvement Design**

☐ Ordinance

☒ Dept. Head

J.O.H.

☒ Resolution

☐ Finance Director

#### ATTACHMENTS:

- Resolution No. 1350-0924

- Work Order #SCJ-25001

☒ Motion

☐ Attorney

☐ None

☒ City Clerk

☐ City Manager

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

Several concerns have been brought to the city pertaining to the mid-block crossing that exists near the entrance of Oakland Bay Junior High School. The purpose of this project is to develop an alternative design for this existing crossing to provide enhanced advanced visual warning, due to its proximity to a curve in the road. A mid-street refuge island will be considered in the ultimate design for this crossing.

### BUDGET/FISCAL INFORMATION:

Monies were budgeted within the 2025 budget to cover the expenses for this design work. Construction funding will need to be budgeted once the design is complete.

### PUBLIC INFORMATION REQUIREMENTS:

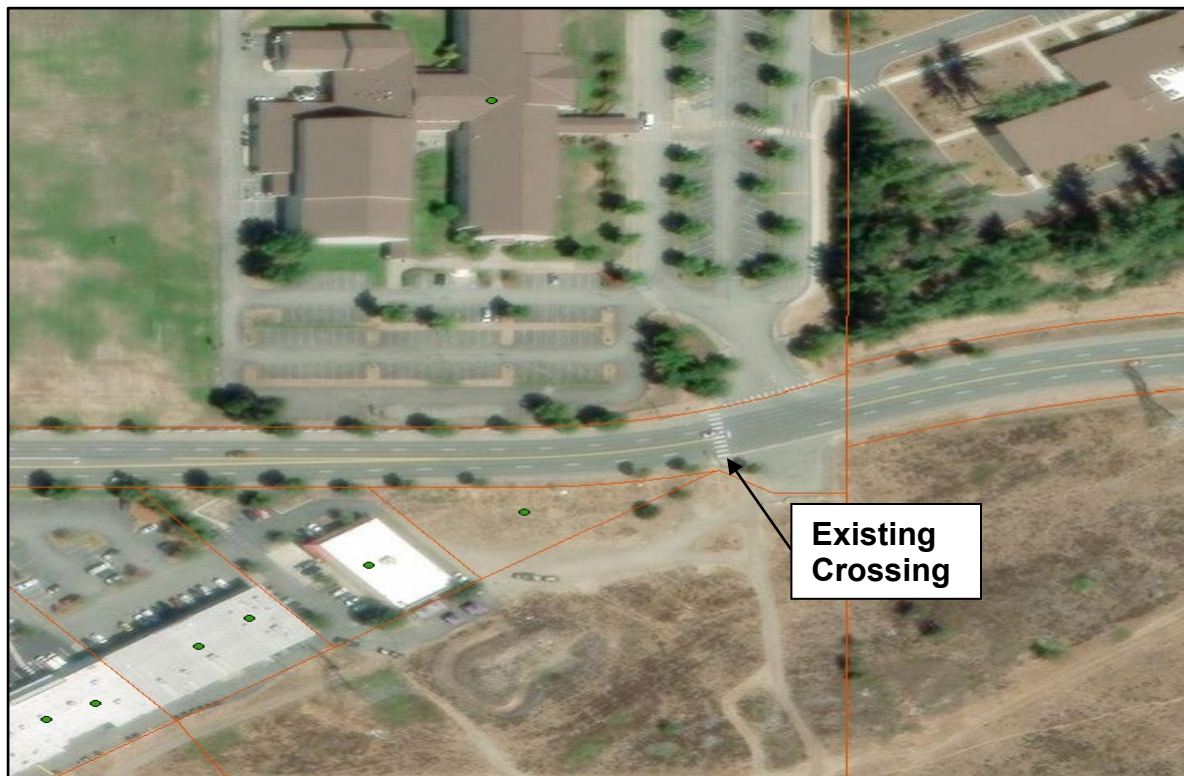
The Public Works Department maintains all materials for this project.

### STAFF RECOMMENDATION/MOTION:

Staff recommends "I move to place Resolution No. 1350-0924 on the Action Agenda at the April 1, 2025 Council meeting for further consideration".



Oakland Bay Junior High School Mid-Block Crossing Aerial Photograph



Street View





**RESOLUTION NO. 1350-0924**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON,  
WASHINGTON AUTHORIZING THE CITY MANAGER TO APPROVE A  
PUBLIC WORKS ON-CALL CONSULTANT ROSTER WORK ORDER TO  
PROVIDE DESIGN AND BIDDING SERVICES FOR A MID BLOCK  
PEDESTRIAN IMPROVEMENT PROJECT**

**WHEREAS**, City Staff reached out to firms on the city engineering on-call consultant roster and determined that SCJ Alliance is the most qualified and experienced firm to help City Staff in the design and bidding services pertaining to potential enhancements to the existing mid-block pedestrian crossing along Wallace Kneeland Boulevard in front of Oakland Bay Junior High School; and

**WHEREAS**, SCJ Alliance has experience in designing these types of improvements and has completed excellent work on past projects for the City, such as the for the pavement condition index evaluation, multiple traffic impact study reviews, the Cota Street re-stripping project design, and the current work they are completing updating the City Transportation Comprehensive Plan; and

**WHEREAS**, the City Council approved, as part of the 2025 budget, a budget allocation (\$40,000) towards completing this work.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton, Washington, that the City Manager is authorized to execute a work order for the identified tasks in the attached scope/fee with SCJ Alliance (On-Call Consultant), and subsequent amendments, in the completion of the design and bidding support.

**INTRODUCED** on the 18<sup>th</sup> of March 2025 and **PASSED** by the City Council at its regular meeting on the 1<sup>st</sup> of April 2025.

ATTEST:

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

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



# ON-CALL A&E CONSULTANT POOL WORK ORDER

Work Order SCJ-25001	
<b>Date:</b> February 27, 2025	
<b>To:</b> SCJ Alliance	
<b>Category:</b> Traffic & Transportation Engineering	
<b>Task:</b> Wallace Kneeland-OBH Mid-Block Crossing	
<b>Scope of Work:</b> SCJ Alliance will prepare plans, specifications, and provide bidding support for mid-block crossing improvements on Wallace Kneeland Blvd in front of Oakland Bay Junior High, as described in Exhibit A, attached hereto.	
<b>Budget:</b> \$39,640.95 <b>Basis:</b> <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Time & Materials	

Task Order Contact Information	
<i>City of Shelton</i>	<i>SCJ Alliance</i>
<b>Name:</b> Aaron Nix	<b>Name:</b> Patrick Holm, PE
<b>Phone:</b> 360.432.5118	<b>Phone:</b> 360.352.1509
<b>Email Address:</b> aaron.nix@sheltonwa.gov	<b>Email Address:</b> Patrick.holm@scjalliance.com

Approving Signatures	
<b>City of Shelton:</b>	<b>Date:</b>
Mark Ziegler, City Manager         Resolution No. 1350-0924	
<b>SCJ Alliance:</b>	<b>Date:</b>
Scott Sawyer, PE, Principal	

This work shall be done according to the contractual agreement titled, *On-Call A&E Consultant Pool* between the City of Shelton and SCJ Alliance dated January 21, 2025.

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



## Exhibit A Scope of Work Wallace Kneeland Boulevard Mid-Block Pedestrian Crossing Shelton, WA

**Prepared For:** Aaron Nix, Capital Projects Manager

**Prepared By:** Patrick Holm, PE  
Sam Rowswell, PE

**Date Prepared:** February 03, 2025

### Introduction:

The Wallace Kneeland Boulevard Mid-Block Pedestrian Crossing Project ("Project") is part of the City of Shelton's Local Road Safety Plan. It is identified in the Comprehensive Six (6) Year Transportation Improvement Program for the City of Shelton for the Years 2025 through 2030. This project will improve the Wallace Kneeland pedestrian crossing at the Oakland Bay Jr. High School entrance.

The Project will add a pedestrian refuge island in the center of Wallace Kneeland at the Oakland Bay Jr. High School entrance. The existing lanes must be restriped to fit the crossing within the existing roadway width. A rectangular Rapid Flashing Beacon (RRFB) will be installed at the proposed pedestrian refuge island. The existing RRFBs at the crossing will be revised to two-sided RRFBs.

This project is funded by local funds.

### Assumptions:

- ◆ Existing Sidewalk Curb Ramps conform to ADA standards and will not have to be reconstructed.
- ◆ Cultural resources will not be required for this project.
- ◆ A Geotechnical report will not be required for this project.
- ◆ The project is SEPA categorically exempt and the City will process all documentation.
- ◆ The Project will use the Department of Ecology Stormwater Management Manual for Western Washington (SWMMWW) 2019.
- ◆ Minimum Requirements (MR) #1 and #2 will be required.

The SCJ Team includes the following sub-consultant partners:

- ◆ MNT2COAST – surveyor

The Scope of Work consists of the following phases:

- ◆ Phase 1 – Project Management
- ◆ Phase 2 – Survey Base Mapping
- ◆ Phase 3 – Plans, Specifications, and Estimate Documents

◆ Phase 4 – Bid Services

## Phase 1 Project Management

### *Task 1 Project Management*

- 1) Management: Manage the project by directing and supervising staff and reviewing work throughout its duration. This management is for the overall work rather than specific phases.
- 2) Schedule and Budget: Develop a critical path project schedule to match the scope of work. Identify task durations, predecessors, City reviews, deliverables, and milestones. Monitor earned value and actual costs on a bi-weekly basis.
- 3) Progress Reporting: Review and verify weekly project charges. Prepare and submit periodic progress reports. Progress reports will show (1) work performed last period, (2) work planned this period, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the CITY and/or others.
- 4) Billing: Prepare a monthly progress bill. The bill will show staff hours for each phase (e.g., Phase 1: Project Management) in billing terms.
- 5) Subconsultant Administration: Execute and administer sub-agreements. Review and approve monthly invoices.

### *Task 2 Quality*

- 1) Quality Control: Provide a senior-level review of phase deliverables before submittal to the City.
- 2) Quality Assurance: Audit quality check activities and documentation periodically.

## Phase 1 Understanding

- ◆ Project management will be provided over a 4-month time frame, and the estimated number of meetings and project coordination will be reflected in the budget.
- ◆ Progress billings will be submitted monthly to the City.
- ◆ Timelines and milestones will be outlined in a master schedule using Microsoft Project and will be updated for each progress billing.

## Phase 1 Deliverables

- ◆ Progress Reports submitted via email in PDF format.
- ◆ Progress billings are submitted monthly via email in PDF format.
- ◆ MS Project schedule updates submitted via email in PDF format.

## Phase 2 Topographic Survey (MNT2COAST)

### *Task 1 Topographic Survey*

- 1) M2C will complete a Topographic Survey of the site as shown on the attached Survey Limits Exhibit. The topographic Survey will include the following:
  - ◆ One-foot Contours with tops, toes, and brakes.
  - ◆ Other visible improvements such as curbs, mailboxes, light poles, etc.
  - ◆ Hard surfaces such as concrete, pavement and gravel.
  - ◆ Trees 6" and larger dbh with diameter and species measured.
  - ◆ M2C will hire and coordinate a utility locator service to paint the buried conductible utilities. M2C will then field map the utilities paint marks and surface appurtenances. We will also open and measure utility structures and measure pipe sizes, types, and invert elevations.
- 2) The Survey will be completed on the Washington State Plane Coordinate System and NAVD 88 vertical datum.

### *Task 2 Right-of-Way (ROW) Establishment*

- 1) MTN2COAST, LLC (M2C) will complete the necessary field and office work to establish the right-of-way lines along the project roadway based upon record information available. M2C will not be completing a property survey of adjacent lots or showing easements on those properties. All ROW information will be considered preliminary and no corners will be set by M2C. It is assumed that no Record of Survey is required for this project.

## Phase 2 Deliverables

- ◆ Topographic Survey Map in pdf form.
- ◆ ACAD electronic drawing file of the project by email.

## Phase 3 Plans, Specifications, and Estimate Documents

### *Task 1 30% Design*

- 1) Survey Review: Review the survey from MNT2COAST. Go out in the field with the survey to confirm the items surveyed.
- 2) Horizontal layout:
  - ◆ Define alignment.
  - ◆ Lay out the pedestrian refuge island and revise the striping to accommodate the pedestrian refuge island.

- 3) Vertical layout:
  - ◆ Confirm that the pedestrian refuge island will conform to ADA standards.
- 4) Draft Stormwater Memo: Prepare a Draft Stormwater Memo addressing the minimum requirements for the Project.
- 5) 30% Plan Set: Prepare the following plan types at 1"=20' scale (unless noted otherwise). The number of plan sheets per plan type is shown in parentheses.
  - ◆ Cover Sheet (1 sheet)
  - ◆ Horizontal Alignment Plan (1 sheet)
  - ◆ Temporary Erosion and Sediment Control and Removal Plan (3 sheets).
  - ◆ Paving/Signing/Channelization Plan (3 sheets)
  - ◆ Pedestrian Refuge Island Detail (1 sheet)
  - ◆ RRFB Plan (1 sheet)
  - ◆ RRFB Detail (1 sheet)
- 6) 30% Estimate:
  - ◆ Develop quantities based on the preliminary plans.
  - ◆ Assign unit costs for quantified items and assign lump sum costs to other items based on professional judgment.
  - ◆ Develop a preliminary design (30%) construction cost estimate with a 30% contingency.
  - ◆ Provide an order-of-magnitude estimate of the number of construction working days.
- 7) 30% Comment Resolution: Respond to 30% review comments in a matrix format (or Bluebeam). Attend one (1) meeting with the City to resolve comments from the 30% review.

### *Task 2 60% Design*

- 1) Horizontal layout: Revise design based on 30% review comments.
- 2) 60% Progress Meeting: Consultant will not submit a formal 60% submittal. Instead, the Consultant will attend a meeting in person with the City to review the design and plan progress with the City.
- 3) 60% Cost Estimate: Develop quantities based on the 60% progress plans. Develop a 60% construction cost estimate by assigning unit costs for quantified pay items and lump sum costs to other items based on professional judgment.

### *Task 3 100% Plans, Estimate, and Specifications*

- 1) Final Stormwater Memo: Finalize Stormwater Memo.
- 2) 100% Plan Set: Prepare the following plan types at 1"=20' scale (unless noted otherwise). The number of plan sheets per plan type is shown in parentheses.
  - ◆ Cover Sheet (1 sheet)



- ◆ Horizontal Alignment Plan (1 sheet)
  - ◆ Temporary Erosion and Sediment Control and Removal Plan (3 sheets).
  - ◆ Paving/Signing/Channelization Plan (3 sheets)
  - ◆ Pedestrian Refuge Island Detail (1 sheet)
  - ◆ RRFB Plan (1 sheet)
  - ◆ RRFB Detail (1 sheet)
  - ◆ Temporary Traffic Control Plan (3 sheets)
- 3) 100% Cost Estimate: Develop quantities based on the 100% progress plans. Develop a 100% construction cost estimate by assigning unit costs for quantified pay items and lump sum costs to other items based on professional judgment.
- 4) 100% Contract Documents:
- ◆ Create the runlist for special provisions of the standard specifications.
  - ◆ Write special provisions for all non-standard items.
  - ◆ Compile the 100% Contract Documents, which will include:
    - (a) Front-end documents
    - (b) Special Provisions
- 5) 100% Comment Resolution: Respond to 100% review comments in a matrix format (or Bluebeam).

#### *Task 4 Bid Documents*

- 1) Bid Ready Plans: Revise the plan set per 100% review comments.
- 2) Bid Ready Estimate: Revise estimate per 100% review comments.
- 3) Bid Ready Construction Documents: Revise Construction Documents per 100% review comments.

### Phase 3 Understanding

- ◆ There will be no 60% submittal. The project team will meet with the City between 30% and 90% to review comments and progress.

### Phase 3 Deliverables

- ◆ Draft Stormwater Memo in PDF format submitted via email.
- ◆ 30% Plans in PDF format submitted via email.
- ◆ 30% Estimate in PDF format submitted via email.
- ◆ Final Stormwater Memo in PDF format submitted via email.
- ◆ 100% Plans in PDF format submitted via email.
- ◆ 100% Estimate in PDF format Submitted via email.
- ◆ 100% Contract Documents in PDF format submitted via email.
- ◆ Bid Ready Plans in PDF format submitted via email.

- ◆ Bid Ready Estimate in PDF format submitted via email.
- ◆ Bid Ready Contract Documents in PDF format submitted via email.

## Phase 4 Bid Services

### *Task 1 Addendum*

- 1) Addendum: SCJ will create up to two (2) addendums for the Project. The addendums will include requests for information questions and any required plan, specifications, and estimate revisions.

## Phase 4 Understanding

- ◆ The City will be the main point of contact for requests for information questions.
- ◆ The City will upload and distribute all addendums.

## Phase 4 Deliverables

- ◆ Up to two (2) addendums in PDF format were submitted via email.

## Subconsultant Fee Determination Summary

### SCJ Alliance

Client: City of Shelton  
Project: Wallace Kneeland Mid-Block Crossing  
Job #: 24-000628  
File Name: 20241125\_Wallace Kneeland Mid-Block Fee.xlsm



Template Version: 7/8/2024  
Contract Type: Billing Rate Schedule

### Consultant Fee Determination

#### *DIRECT SALARY COST*

<u>Classification</u>	<u>Hours</u>	<u>Fully Burdened Rate</u>	<u>Amount</u>
Principal	19.0	\$238.00	\$4,522.00
E4 Engineer	55.0	\$179.00	\$9,845.00
E3 Engineer	65.0	\$145.00	\$9,425.00
T3 Technician	53.0	\$120.00	\$6,360.00
PM2 Project Manager	2.0	\$199.00	\$398.00
Project Accountant	6.0	\$140.00	\$840.00

#### *TOTAL SALARY COST*

Total Salary Cost **\$31,390.00**

#### *SUBCONSULTANTS*

MNT2COAST	PHASE 2	SURVEY (MNT2COAST)	\$7,960
Subconsultant Fee Subtotal:			\$0
Subconsultant Markup:			0%
			<b>\$7,960.00</b>
			<b>\$0.00</b>

#### *REIMBURSABLE EXPENSES*

Copies, Printing, etc.	0.5%	of the Total Salary Costs	\$156.95
Mileage	200	miles at \$0.670 per mile	\$134.00
Expenses Subtotal:			\$290.95
Expenses Markup:			0%
			<b>\$0.00</b>

#### *SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)*

Subtotal (Salary, Subconsultants and Expenses) **\$39,640.95**

#### *MANAGEMENT RESERVE FUND (MRF)*

Management Reserve: \$0 **\$0.00**

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**Total Estimated Budget: \$39,640.95**

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## Subconsultant Labor Hour Estimate

## SCJ Alliance



Client: City of Shelton

Template Version: 7/8/2024

Project: Wallace Kneeland Mid-Block Crossing

Contract Type: Billing Rate Schedule

Job #: 24-000628

File Name: 20241125\_Wallace Kneeland Mid-Block Fee.xlsm

		Patrick Holm	Sam Rowsell	Sarah Gustafson	Alex Johnson	George Hilten	Melissa Oum		
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	E3 Engineer	T3 Technician	PM2 Project Manager	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
<b>PHASE 1 PROJECT MANAGEMENT</b>									
<b>Task 1</b>	<b>Project Management</b>								\$ 3,226.00
1	Management	1.0	4.0					5.0	\$ 954.00
2	Schedule and Budget		4.0					4.0	\$ 716.00
3	Progress Reporting		2.0					2.0	\$ 358.00
4	Billing						6.0	6.0	\$ 840.00
5	Subconsultant Administration		2.0					2.0	\$ 358.00
Subtotal Hours:		1.0	12.0				6.0	19.0	\$ 3,226.00
<b>Task 3</b>	<b>Quality</b>								\$ 3,336.00
1	Quality Control	4.0	4.0					8.0	\$ 1,668.00
2	Quality Assurance	4.0	4.0					8.0	\$ 1,668.00
Subtotal Hours:		8.0	8.0					16.0	\$ 3,336.00
Total Phase Hours:		9.0	20.0				6.0	35.0	35.0
Total Phase Direct Labor:		\$2,142.00	\$3,580.00				\$840.00	\$6,562.00	\$ 6,562.00
<b>PHASE 2 SURVEY (MNT2COAST)</b>									
<b>PHASE 3 PLANS, SPECIFICATIONS, AND ESTIMATE DOCUMENTS</b>									
<b>Task 1</b>	<b>30% Design</b>								\$ 12,182.00
1	Survey Review		3.0	3.0	3.0			9.0	\$ 1,332.00
2	Horizontal Layout	1.0	3.0	4.0				8.0	\$ 1,355.00
3	Vertical Layout		1.0	4.0				5.0	\$ 759.00
4	Draft Stormwater Report		2.0	4.0				6.0	\$ 938.00
5	30% Plan Set								\$ -
X	Cover Sheet (1 Sheet)		1.0	1.0	2.0			4.0	\$ 564.00
X	Horizontal Alignment Plan (1 sheet)		1.0	2.0	2.0			5.0	\$ 709.00
X	Temporary Erosion and Sediment Control and Removal Plan (3 sheets)		1.0	2.0	6.0			9.0	\$ 1,189.00
X	Paving/Singin/Channelization Plan (3 sheets)		1.0	2.0	6.0			9.0	\$ 1,189.00
X	Pedestrian Refuge Island Detail (1 sheet)		1.0	2.0	4.0			7.0	\$ 949.00
X	RRFB Plan (1 sheet)			2.0	3.0	1.0		6.0	\$ 849.00
X	RRFB Detail (1 sheet)			2.0	3.0	1.0		6.0	\$ 849.00
6	30% Estimate		2.0	4.0				6.0	\$ 938.00
7	30% Comment Resolution	1.0	1.0	1.0				3.0	\$ 562.00
Subtotal Hours:		2.0	17.0	33.0	29.0	2.0		83.0	\$ 12,182.00
<b>Task 3</b>	<b>60% Design</b>								\$ 2,481.00
1	Horizontal Layout		1.0	2.0				3.0	\$ 469.00
2	60% Progress Meeting	2.0	2.0	2.0				6.0	\$ 1,124.00
3	60% Cost Estimate		2.0	2.0	2.0			6.0	\$ 888.00
Subtotal Hours:		2.0	5.0	6.0	2.0			15.0	\$ 2,481.00
<b>Task 3</b>	<b>100% Plans, Estimate, and Specifications</b>								\$ 5,602.00
1	Final Stormwater Report		1.0	2.0				3.0	\$ 469.00
2	100% Plans Set	2.0	2.0					4.0	\$ 834.00
X	Cover Sheet (1 Sheet)			1.0	1.0			2.0	\$ 265.00
X	Horizontal Alignment Plan (1 sheet)			1.0	1.0			2.0	\$ 265.00
X	Temporary Erosion and Sediment Control and Removal Plan (3 sheets)		1.0	1.0	2.0			4.0	\$ 564.00
X	Paving/Singin/Channelization Plan (3 sheets)		1.0	1.0	2.0			4.0	\$ 564.00
X	Pedestrian Refuge Island Detail (1 sheet)		1.0	1.0	2.0			4.0	\$ 564.00
X	RRFB Plan (1 sheet)		1.0	1.0	2.0			4.0	\$ 564.00
X	RRFB Detail (1 sheet)		1.0	1.0	2.0			4.0	\$ 564.00
X	Temporary Traffic Control Plan (3 Sheets)		1.0	2.0	4.0			7.0	\$ 949.00
3	100% Cost Estimate								\$ -

Subconsultant Labor Hour Estimate

SCJ Alliance



Client: City of Shelton

Template Version: 7/8/2024

Project: Wallace Kneeland Mid-Block Crossing

Contract Type: Billing Rate Schedule

Job #: 24-000628

File Name: 20241125\_Wallace Kneeland Mid-Block Fee.xlsm

		Patrick Holm	Sam Rowswell	Sarah Gustafson	Alex Johnson	George Hilén	Melissa Oum		
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	E3 Engineer	T3 Technician	PM2 Project Manager	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
4	100% Contract Documents								\$ -
5	100% Comment Resolution								\$ -
Subtotal Hours:		2.0	9.0	11.0	16.0			38.0	\$ 5,602.00
Task 4	Bid Documents								\$ 2,506.00
1	Bid Ready Plans	1.0	1.0	1.0	2.0			5.0	\$ 802.00
2	Bid Ready Estiamte	1.0	1.0	4.0				6.0	\$ 997.00
3	Bid Ready Construction Documents	1.0	1.0	2.0				4.0	\$ 707.00
Subtotal Hours:		3.0	3.0	7.0	2.0			15.0	\$ 2,506.00
Total Phase Hours:		9.0	34.0	57.0	49.0	2.0		151.0	\$ 151.0
Total Phase Direct Labor:		\$2,142.00	\$6,086.00	\$8,265.00	\$5,880.00	\$398.00		\$22,771.00	\$ 22,771.00
PHASE 4 BID SERVICES									
Task 1	Addendum								\$ 2,057.00
1	Addendum	1.0	1.0	8.0	4.0			14.0	\$ 2,057.00
Subtotal Hours:		1.0	1.0	8.0	4.0			14.0	\$ 2,057.00
Total Phase Hours:		1.0	1.0	8.0	4.0			14.0	\$ 14.0
Total Phase Direct Labor:		\$238.00	\$179.00	\$1,160.00	\$480.00			\$2,057.00	\$ 2,057.00
Total Hours All Phases		19.0	55.0	65.0	53.0	2.0	6.0	200.0	200.0
Total Direct Labor Estimate All Phases		\$4,522.00	\$9,845.00	\$9,425.00	\$6,360.00	\$398.00	\$840.00	\$31,390.00	\$ 31,390.00
Indirect Costs									
Subconsultants:		MNT2COAST							\$7,960.00
Subconsultant Subtotal:									\$ 7,960.00
Subconsultant Markup:									\$ -
Subconsultant Total:									\$ 7,960.00
Reimbursable Expenses:		Copies, Printing, etc. Mileage							\$ 156.95
									\$ 134.00
Expenses Subtotal:									\$ 290.95
Expenses Markup:									\$ -
Expenses Total:									\$ 290.95
Management Reserve:									\$ -
Total Indirect Costs:									\$ 8,250.95
Total:									\$ 39,640.95



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

Touch Date: 02/11/2025  
Brief Date: 03/18/2025  
Consent Date: 04/01/2025

Department: Finance  
Presented By: Mike Githens, Finance Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

☒ Dept. Head

MG

Budget Commitment for Post-  
Construction Monitoring at C Street  
Landfill

☐

Ordinance

☒ Finance Director

MG

☒

Resolution

☒ Attorney

KH

#### ATTACHMENTS:

- Resolution No. 1369-0225

☒

Motion

☒ City Clerk

DN

☐

None

☒ City Manager

MZ

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

The City has been working closely with the Department of Ecology to complete the environmental cleanup and closure of the C-Street Landfill. Under Agreed Order No DE 19541, the City of Shelton is financially responsible for the site's ongoing post-construction monitoring and maintenance.

To ensure the City can meet these long-term obligations, the Department of Ecology requires the development of a 20-year cost estimate and proof of financial capability to cover associated costs. Adoption of Resolution No. 1369-0225 formalizes the City's commitment to funding these activities, with the initial 20-year cost estimate attached as Exhibit A.

While the cost estimate must be updated and submitted to the Dept. of Ecology annually, Resolution No. 1369 0225 remains in effect unless financial circumstances necessitate a revision.

### ANALYSIS/OPTIONS/ALTERNATIVES:

The City has invested along with funding from State of Washington Department of Ecology to clean up the C Street Landfill. There is a requirement for future financial commitment to maintain the Agreed Order and complete the project that has significant investment. The Resolution being presented commits future financial and budget obligations until the Agreed Order is sufficiently satisfied and the landfill is deemed to be permanently close by Department of Ecology.

### BUDGET/FISCAL INFORMATION:

Currently there is a balance in the Solid Waste Fund of approximately \$280,000. Annual estimates for post construction amounts total approximately \$49,000. At some point in the future when the Solid Waste Fund is depleted, a new source for the payment of post-construction amounts will require budget from the General Fund.

### PUBLIC INFORMATION REQUIREMENTS:

Additional information can be obtained from the City Clerk.

### STAFF RECOMMENDATION/MOTION:

"I move to forward Resolution 1369-0225 to the April 1<sup>st</sup> consent agenda for further consideration."



**RESOLUTION NO. 1369-0225**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON,  
COMMITTING TO BUDGET FOR POST-CONSTRUCTION MONITORING  
AT THE C-STREET LANDFILL**

**WHEREAS**, pursuant to an Agreed Order with the Department of Ecology, the City of Shelton completed an environmental cleanup and closure of the C-Street Landfill; and

**WHEREAS**, the clean-up and closure were funded through a grant from the Department of Ecology, with matching funds from the City; and

**WHEREAS**, per the Agreed Order, the City is financially responsible for post-construction monitoring, including yearly topographical surveys, groundwater sampling, and maintenance of the cap; and

**WHEREAS**, the Department of Ecology has required the City Council to adopt a resolution committing to set aside funds in the City's annual budget for post-construction monitoring on an ongoing basis; and

**WHEREAS**, the City has completed a 20-year estimate for monitoring costs, which is attached to this Resolution as Exhibit A.

**NOW, THEREFORE**, the City Council of the City of Shelton hereby resolves, on an ongoing basis, to set aside funds in the City's annual budget to cover the estimated costs of post-construction monitoring.

Passed by the City Council at its regular meeting held on the 1<sup>st</sup> day April of 2025.

ATTEST:

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

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

## 20-Year Cost Estimate - Post Construction Activities

City of Shelton, C Street Landfill

Resolution No. 1369-0225

Exhibit A

20 YEAR COST ESTIMATE - POSTCONSTRUCTION/CLEANUP ACTIVITIES									
Post-Construction Monitoring Activity	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20	Totals by Task <sup>1</sup>
*Annual topographic survey <sup>2</sup> (all years)	\$ 4,169	\$ 4,433	\$ 4,433	\$ 4,433	\$ 4,433	\$ 22,165	\$ 22,165	\$ 22,165	\$ 84,228
*Annual cap inspections and reporting <sup>3</sup> (Year 2 onward)	—	\$ 10,590	\$ 10,590	\$ 10,590	\$ 10,590	\$ 52,950	\$ 52,950	\$ 52,950	\$ 201,210
Semi-annual groundwater sampling and informal reporting <sup>4</sup> (Years 1-5)	\$ 29,227	\$ 29,229	\$ 29,229	\$ 29,229	\$ 29,229	—	—	—	\$ 116,916
**Annual maintenance of cap (all years)	—	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 95,000
**5-year reviews with Ecology (Year 5, 10, 15, and 20)	—	—	—	—	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 20,000
Total by Year (2024 Dollars)	\$ 33,396	\$ 49,252	\$ 49,252	\$ 49,252	\$ 54,252	\$ 105,115	\$ 105,115	\$ 105,115	\$ 517,354
Total by year plus annual inflation rate <sup>5</sup>	\$ 33,396	\$ 49,252	\$ 50,237	\$ 51,242	\$ 57,573	\$ 123,159	\$ 135,978	\$ 150,130	\$ 617,571
Total by year plus annual inflation rate and 10% contingency		\$ 54,177	\$ 55,261	\$ 56,366	\$ 63,330	\$ 135,475	\$ 149,576	\$ 165,144	\$ 679,328

### Notes

 Costs for Year 1 already completed under current Aspect contract and not figured into Totals by Task column.

Sales tax is not applicable to any of the activities, as all will be performed by a Consultant or in-house staff.

\* Costs assume Task is performed by a Consultant; however, the City could perform the task to save costs.

\*\* Task described is anticipated to be completed by Ecology and/or the City; no Consultant fees are included.

<sup>1</sup> Costs shown in 2024 dollars. Totals by Task column does not include costs for Year 1, which was already completed.

<sup>2</sup> Completed by a subcontracted licensed surveyor. Costs shown assume that the surveyor is subcontracted by a Consultant. The City could contract the surveyor directly to save on costs.

<sup>3</sup> Costs shown assume Consultant performs annual cap inspections and reporting, and include Consultant PM & Progress Reporting. This task could be performed by the City, under supervision by a City engineer.

<sup>4</sup> Assumes that Ecology approves ceasing groundwater monitoring after Year 5. Costs shown include Consultant PM & Progress Reporting

<sup>5</sup> Estimated 2% annual inflation rate.



**CITY OF SHELTON  
COUNCIL BRIEFING REQUEST  
(Agenda Item F3)**

Touch Date: **02/26/2025**  
Brief Date: **03/18/2025**  
Action Date: **04/01/2025**

Department: **Police**  
Presented By: **Chris Kostad**

**APPROVED FOR COUNCIL PACKET:**

Action Requested:

**ROUTE TO:**

**REVIEWED:**

**PROGRAM/PROJECT TITLE:**

**Summit Towing Contract**

☐

Ordinance

☒ Dept. Head

\_\_\_\_\_

**ATTACHMENTS:**

☒

Resolution

☐ Finance Director

\_\_\_\_\_

- Resolution No. 1370-0225

☒ Attorney

\_\_\_\_\_

- Draft Towing Contract

☒

Motion

☒ City Clerk

\_\_\_\_\_

☐

Other

☐ City Manager

\_\_\_\_\_

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

The Shelton Police Department utilizes Summit Towing services for impounds, evidence seizure tows, and if needed, evidence storage of vehicles. Impound fees are the responsibility of the registered owner of the vehicle being towed if it does not need to be seized as evidence for an investigation. However, in the event a vehicle needs to be seized as evidence and is subsequently towed the Shelton Police Department is responsible for the towing service and potential storage fees for the vehicle. The fees that the Shelton Police Department realizes for towing the vehicle can range from \$300.00 - \$500.00 per vehicle.

Summit Towing, a local towing company in Mason County, has agreed to enter into a contract with the Shelton Police Department for towing services. Per the contract, the flat rate fee for an evidentiary towing and other towing services would be \$125.00 for the first 25 miles and \$5.00 per mile thereafter.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:**

N/A

**PUBLIC INFORMATION REQUIREMENTS:**

Information is available through the City Clerk.

**STAFF RECOMMENDATION/MOTION:**

"I move to place Resolution No. 1370-0225 on the consent agenda for the April 1<sup>st</sup> 2025 Council meeting."

**RESOLUTION NO. 1370-0225**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING A CONTRACT FOR TOWING SERVICES BETWEEN THE SHELTON POLICE  
DEPARTMENT AND SUMMIT TOWING**

**WHEREAS**, the City of Shelton's Police Department is required to remove vehicles while conducting official police duties and must utilize a towing service to do so.

**WHEREAS**, Summit Towing has agreed to enter into a contract with the Shelton Police Department to provide towing services.

**WHEREAS**, the contract will provide the services to the Shelton Police Department at a lower flat rate that would increase efficiency as it relates to time and associated costs.

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

1. The City hereby agrees with the terms set forth in the contract between Shelton Police Department and Summit Towing.
2. The City Manager is authorized to sign the contract.

**INTRODUCED** on the 18th of March 2025 and **PASSED** by the City Council at its regular meeting on the 1<sup>st</sup> of April 2025.

ATTEST:

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

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

**Contract for Towing Services  
Between Summit Towing and the City of Shelton**

**This Agreement** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Summit Towing, Inc.** (hereinafter referred to as “Summit Towing”) and the **City of Shelton** (hereinafter referred to as “the City”).

**1. Scope of Services**

Summit Towing agrees to provide evidence and vehicle towing services to the City as described below:

- Response time: 30 minutes within the City limits
- Vehicle storage capacity: 80-100 vehicles, including space for semi-trucks and trailers.
- Secured facility to prevent vandalism or theft.
- Tow operator and truck availability:
  - Monday-Friday: 4 to 5 operators.
  - Saturday-Sunday: 2 to 3 operators.
  - Expansion of staff as hiring progresses.

**2. Rates for Services**

Summit Towing will provide the following services at the listed rates:

- **Flat Rate Tows:** \$125 (includes 25 miles and use of dollies).
  - The first 25 miles are included in flat rate, \$5.00 per mile after.
- **Storage Fees:**
  - Inside storage: \$82 per day to the registered owner.
  - Outside storage: \$82 per day to the registered owner.
- **Other Services:**
  - Lockouts: \$80 (Class A), \$100 (Class B).
  - Jumpstarts and tire changes: \$80 (Class A), \$100 (Class B).
  - Winch-outs: \$125 flat rate.
  - Medium-duty wrecker (Class B): \$175 per hour with a 1-hour minimum, port-to-port.
  - Standby rate: \$0 (subject to renegotiation if issues arise).

**3. Evidence Vehicle Handling**

Summit Towing agrees to retrieve vehicles from the City’s evidence hold promptly once notified. The impound process will commence immediately thereafter.

**4. Licenses and Compliance**

Summit Towing affirms it is a licensed Registered Tow Truck Operator (RTTO) with the State of Washington. It shall keep its license in good standing and comply with all applicable laws and regulations.

## **5. Terms and Termination**

This agreement shall remain in effect until terminated by either party with 30 days' written notice.

## **6. Indemnification and Insurance**

Summit Towing shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City.

Summit Towing shall procure and maintain insurance, as required in this Section, without interruption from commencement of the work through the term of the Contract.

Summit Towing's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of Summit Towing to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Summit Towing's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. The City shall be named as an additional insured under Summit Towing's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Summit Towing shall maintain the following insurance limits:

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

If Summit Towing 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 Summit Towing, irrespective of whether such limits maintained by Summit Towing 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 Summit Towing.

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

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Summit Towing shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of Summit Towing. Upon request by the City, Summit Towing shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract.

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

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

## **7. Amendments**

This agreement may be amended only in writing, signed by both parties. The City Manager shall be authorized to approve amendments that do not materially alter the scope of this Agreement.

## **8. Signatures**

By signing below, both parties agree to the terms outlined in this contract.

---

### **For Summit Towing, Inc.:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

---

### **For City of Shelton**

Name: **Mark Ziegler**  
Title: **City Manager**  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT



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

Touch Date: 02/04/2025  
Brief Date: 03/04/2025  
Action Date: 03/18/2025

Department: Community Development  
Presented By: Jason Dose

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

#### REVIEWED:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROGRAM/PROJECT TITLE:  
Acceptance of proposed HNM  
Development annexation area

#### ATTACHMENTS:

- Resolution No. 1368-0225
- HNM Development Proposed Annexation Area (location map)
- Notice of Intent (signed), legal description and parcel map for requested annexation area

#### Action Requested:

- ☐ Ordinance  
☒ Resolution  
☒ Motion  
☐ Other

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

In February 2025, the City of Shelton received a notice of intent to petition for annexation of a vacant 2.5 acre parcel located in the Shelton Urban Growth Area, contiguous with City limits. The parcel is owned by HNM Development, and their ownership group is requesting approval from the Council to officially proceed with a formal petition to annex into City limits.

A map illustrating the proposed annexation area, as well as a signed Notice of Intent to Petition for Annexation utilizing the 60% method, are attached to this report.

The entire annexation area under consideration is located within the Shelton Urban Growth Area (UGA) and is pre-zoned Neighborhood Residential (NR) as recognized in the City's Comprehensive Plan Future Land Use Map. The properties carry the same zoning designation on the City's Zoning map.

Pursuant to RCW 35A.14.120 the applicants intend to petition the City of Shelton for annexation utilizing the 60% method by providing a petition with signatures of at least 60% of the assessed valuation of the annexation area's property owners if the Council approves the initiation of annexation by adopting Resolution No. 1368-0225.

Provided the Council approves the request the next steps include:

- The applicant formally submits a petition for annexation of the areas to the City
- The County assessor will determine sufficiency/authenticity of the 60% petition
- Formal public notice is issued, and a public hearing is held regarding the annexation
- Council consideration of an ordinance for approval or denial of the annexation of all or any portion of the proposed area only included in the petition
- Annexation would be effective on the date of the ordinance

At their March 4, 2025, regular meeting the City Council performed the first reading of Resolution 1368-0225 and directed staff to place the item on the Action Agenda for the March 18, 2025 Council Meeting.

### ANALYSIS/OPTIONS/ALTERNATIVES:

During this initial process the Council may accept, reject, or geographically modify the proposed annexation

and requirement of assumption of any existing City indebtedness.

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. 1368-0225 as presented".

**RESOLUTION NO. 1368-0225**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHELTON, WASHINGTON, ACCEPTING A PROPOSED ANNEXATION FOR THE HNM ANNEXATION AREA PURSUANT TO RCW 35A.14.120**

**WHEREAS**, the Shelton City Council adopted Ordinance No. 1915-1217 adopting the 2017 Comprehensive Plan that sets planning goals, policies and implementation strategies for the City and Shelton Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

**WHEREAS**, the City received a notice of intent, signed by 100% of the owners of the HNM Annexation Area, a vacant 2.5 acre piece of property, ("Annexation Area"), signifying their intention to commence annexation proceedings pursuant to RCW 35A.14.120; and

**WHEREAS**, the Annexation Area is contiguous to the present corporate limits of the City of Shelton and is in the City of Shelton Urban Growth Area; and

**WHEREAS**, Ordinance No. 1915-1217, which adopted land use and zoning designations for the UGA, designated the Annexation Area in the City's Comprehensive Plan as NR (Neighborhood Residential) and on the City's Official Zoning Map as NR (Neighborhood Residential); and

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton

SECTION 1. The Council accepts the initiation of annexation proceedings pursuant to RCW 35A.14.120 for the Annexation Area, which is described in Exhibit A and subject to the provisions of section 2-3 below. The property owners are authorized to circulate and submit an annexation petition bearing signatures of the owners of at least 60% of the assessed valuation of the Annexation Area. Upon receipt of a sufficient annexation petition, the City Council shall set a public hearing to consider whether to annex the area.

SECTION 2. The Annexation Area, if annexed, shall be required to assume and be subject to the existing indebtedness of the City of Shelton at the time of the effective date of such annexation.

SECTION 3. The Annexation Area, if annexed, shall be designated as set forth in the City's Comprehensive Plan and on the City's Zoning Map as Neighborhood Residential.

Passed by the City Council at its regular meeting held on the 18th day of March 2025.

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Eric Onisko, Mayor

ATTEST:

---




City Clerk Nault

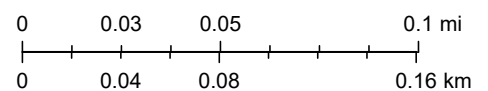
# Mason County WA GIS Web Map



2/24/2025, 10:59:59 AM

1:3,071

-  County Boundary
-  No Filled
-  Tax Parcels (Zoom in to 1:30,000)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community




# NOTICE OF INTENT TO PETITION FOR ANNEXATION BY 60 PERCENT METHOD

CITY OF Shelton ,Washington

TO: City of Shelton City Council:

The undersigned, being the owners of not less than 10 percent (10%) in value, according to the assessed valuation of general taxation of the property for which annexation is sought, hereby notify the City Council of the City of Shelton to commence annexation proceedings to the City of Shelton of the following described property. In accordance with RCW 35A.14.120 we hereby further request of the City Council to set a date, within sixty (60) days following the City's receipt of this notice, for a meeting with the undersigned parties to determine whether the City of Shelton will accept the proposed annexation, whether is shall require the simultaneous adoption of zoning regulations, and whether it shall require the assumption of existing City indebtedness by the area to be annexed. The property in question lies contiguous to the present corporate limits of the City of Shelton, and said property is situated in Mason County, Washington, and is legally described as follows (attach separate sheet). We, the undersigned, are owners of real property lying outside of the city limits of the City of Shelton, Washington, but contiguous thereto and designated as part of the City of Shelton's Urban Growth Area. A legal description and map of this area are attached to this notice.

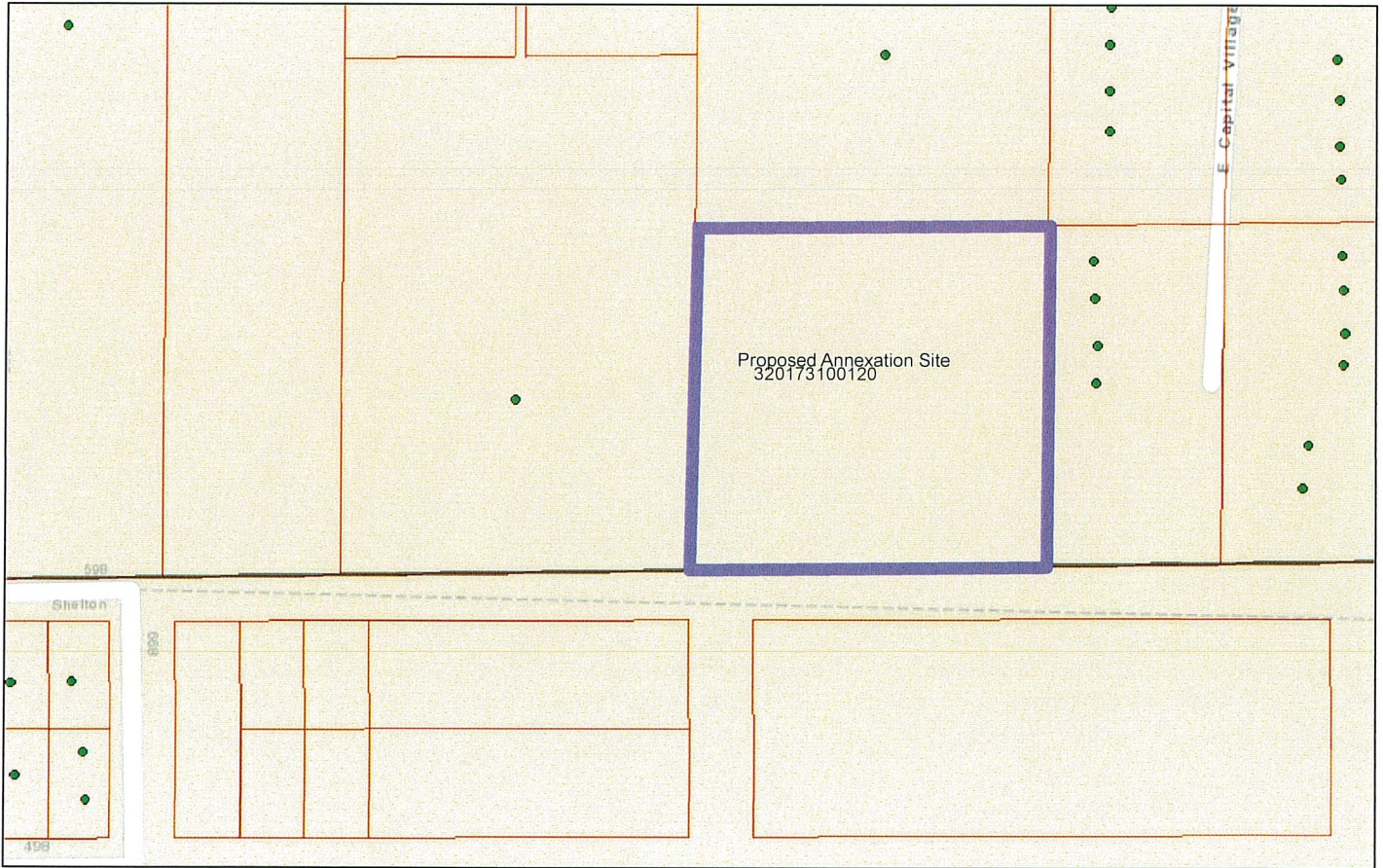
Property Owner Name (PLEASE PRINT)	Property Owner SIGNATURE	Street Address	Parcel Number	Date Signed
HNM Development LLC		17115 226 <sup>th</sup> St Ct E Graham, WA 98338	320173100120	1-8-25

## **EXHIBIT A**

The Land is described as follows:

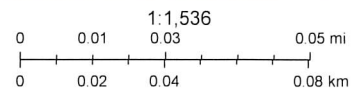
THE SOUTH HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER  
OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., IN  
MASON COUNTY, WASHINGTON.

## Annexation Map



12/24/2024, 11:07:23 AM

- ☐ County Boundary
- ☐ No Filled
- ☒ Site Address (Zoom in to 1:3,000)
- ☐ Tax Parcels (Zoom in to 1:30,000)



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Mason County WA GIS Web Map Application

Mason County disclaims accuracy, reliability, or timeliness of website info, not liable for losses from reliance on it. <https://www.masoncountywa.gov/disclaimer.php>



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

Touch Date: 12/27/2024  
Brief Date: 01/07/2025  
Action Date: 03/18/2025

Department: Community & Economic Development  
Presented By: Jae Hill, Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

☒ Dept. Head JBH  
☐ Finance Director \_\_\_\_\_  
☐ Attorney \_\_\_\_\_  
☒ City Clerk \_\_\_\_\_  
☒ City Manager 12/27/24

PROGRAM/PROJECT TITLE:  
Revising Permitted Uses

ATTACHMENTS:  
- Ordinance No. 2025-0924

☒ Ordinance  
☐ Resolution  
☒ Motion  
☐ Other

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

The City's Municipal Code contains a list of more than 100 permitted uses in Table 20.06.030 of the Zoning Code. The list includes a number of outdated uses such as "video tape sales and rentals" which no longer exist in town or uses which are so specific such as "Enameling or metal coating, galvanizing, electroplating" or "boat building" that they might exclude similar manufacturing or industrial uses. "Enterprises providing indoor entertainment and recreation" as a use could be so broad as to not having any meaning at all, with possible activities ranging from quiet mini-golf to moderately loud theatres to very loud indoor go-karting.

Staff proposes reducing the list to a much more manageable set of general classifications, which correspond to the occupancy ratings of the International Building Code. In doing so, "Barber/beauty shop", "Banks, other financial institutions", "Medical and dental offices", and other uses are all just classified as "Business", while all the varieties of retail uses in the code-- Antique store, Convenience store, Florist, Gallery, General Merchandise store, Gift store, Hardware store, etc.—all just become "Mercantile" uses.

Having such a narrowly described list prohibits anything that's not very clearly on the list, which stifles innovation and can be a barrier to emerging industries. Staff are also often confronted with situations that aren't clear—the recent opening of a record store (a Mercantile class occupancy) with a proposed recording studio (a Business occupancy) inside prompted questions about the recording studio not being a specifically allowed use, despite live music being performed at venues all throughout the downtown. Another proposed use, a flexible-use space which could be used as a market one day or event venue the next, doesn't clearly meet any of the code definitions, despite there being a demand for such uses in the downtown area.

Staff is also cleaning up the related table notes. There are 19 such notes below the table, and while several of them can be consolidated or removed, a few related to design standards in the Low-Intensity Commercial (LIC) Zoning District should be moved to the Design Review section of that Chapter, 20.09.

Finally, though definitions of these broad occupancy classes are contained in the International Building Code, and related codes, Staff will add a section to 20.02, General Provisions and Administration, to clarify.

ANALYSIS/OPTIONS/ALTERNATIVES:

The Council may adopt the ordinance as written, amend the ordinance, or reject this proposal.

BUDGET/FISCAL INFORMATION:

Enforcement of the ordinance would be performed by existing staff. These changes would slightly reduce staff time by simplifying approvals, while also encouraging new businesses, potentially increasing city revenues.

PUBLIC INFORMATION REQUIREMENTS:

Notice of Public Hearing was published in the Shelton Mason Journal on December 26, 2024.

The proposed ordinance constitutes changes to the City's development regulations, which require a 60-day review by the State Department of Commerce. No comments have been received from Commerce.

STAFF RECOMMENDATION/MOTION:

"I move to approve Ordinance No. 2025-0924 as presented."

**ORDINANCE NO. 2025-0924**

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON AMENDING CHAPTER 20.06 OF THE SHELTON MUNICIPAL CODE RELATED TO PERMITTED USES**

WHEREAS, the development regulations in the Shelton Municipal Code (SMC) have historically separated uses by very specific classifications; and

WHEREAS, among the more than one hundred enumerated uses, some are outdated based on old technologies, and some are not present in the community; and

WHEREAS, some uses are so specific as to preclude innovative concepts or new emerging industries; and

WHEREAS, the City Council desires to increase the economic vitality of the community by encouraging new businesses and easing their approval process; and

WHEREAS, the City already regulates most uses by broad occupancy classifications, as described in the International Building Code, for building permit purposes, and can easily do the same for land use planning purposes;

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

**Section 1.** Table 20.06.030.B “Permitted and Conditional Land Uses (“y” Permitted, “n” Not Permitted, “cu” Conditional Use).” of the SMC and all associated table notes shall be repealed and replaced with a new Table 20.06.030.B and new table notes as follows:

**B. Permitted and Conditional Land Uses**

	ZONES:												
	NR	AI <sup>1</sup>	PS	MU	ME	CR-V	CR-G	DT	GC	CI	I	LI-C	PR-A
<b>General Land Uses:</b>													
Assembly (such as restaurants, churches, bars, meeting halls, theatres, etc.)	NC <sup>3</sup>		CU	Y	N	Y	Y	Y	Y	N	N	Y	CU
Business	NC <sup>3</sup>		CU	Y	N	Y	Y	Y	Y	N	N	Y	Y



	ZONES:												
	NR	AI <sup>1</sup>	PS	MU	ME	CR-V	CR-G	DT	GC	CI	I	LI-C	PR-A
(such as professional services, doctor and dentist offices, escape rooms, etc.)													
Educational (such as schools, colleges, etc.)	CU		Y	N	Y	CU	CU	CU	N	N	N	CU	CU
Factory and Industrial (such as manufacturing, brewing, distilling, etc.)	N		N	N	N	N	N	A <sup>2</sup>	A <sup>2</sup>	Y	Y	N	N
High Hazard (such as fuel depots, explosives storage, etc.)	N		N	N	N	N	N	N	N	N	Y	N	N
Institutional (such as hospitals, nursing homes, etc.)	N		CU	N	Y	Y	Y	N	N	N	N	Y	Y
Mercantile/Retail (such as storefronts, galleries, etc.)	NC <sup>3</sup>		N	Y	N	Y	Y	Y	Y	N	N	Y	Y
Low-Density Residential: 1-4 Dwelling Units per lot, and Accessory Dwellings	Y		N	Y	N	Y	Y	N	Y	N	N	Y	Y
Medium-Density Residential: 5+ Dwelling Units per lot, Townhomes, Apartments, Condominiums	PUD		N	Y	N	Y	Y	Y <sup>8</sup>	Y <sup>8</sup>	N	N	Y	CU
Storage, indoor	N		N	N	N	N	N	N	Y	Y	N	CU	N
Storage, outdoor (no junk or salvage)	N		N	N	N	N	N	N	N	Y	Y	CU	N
Utility and Miscellaneous	CU		Y	CU	CU	CU	CU	CU	CU	CU	CU	CU	N
<b>Restricted Land Uses:</b>													
Group home	Y		N	Y	N	Y	Y	CU	N	N	N	Y	Y
Rooming house	CU		Y	Y	Y	Y	CU	Y	CU	N	N	N	Y
Day care center	NC <sup>3</sup>		Y	Y	Y	Y	Y	N	N	N	N	Y	CU
Drive-thru or drive-in business (such as restaurants, coffee shops, pharmacies, etc.)	N		N	Y <sup>4</sup>	Y	Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>5</sup>	Y	Y	Y	N	N

	ZONES:												
	NR	AI <sup>1</sup>	PS	MU	ME	CR-V	CR-G	DT	GC	CI	I	LI-C	PR-A
Auto-oriented business (such as gas stations, carwash, repairs, sales, etc.)	N		N	Y <sup>4</sup>	Y	N	N	CU <sup>5</sup>	Y	Y	Y	N	N
Mineral extraction	N		N	N	N	N	N	N	N	Y	Y	N	N
Recreational vehicle park or campground	CU		N	CU	N	N	N	N	CU	N	N	N	N
Outdoor agriculture, not to include animals or grazing	A		A	N	N	N	N	N	N	N	N	N	N
Freighting and truck yards, warehousing	N		N	N	N	N	N	N	N	Y	Y	N	N
Bed and breakfast inns	CU		N	Y	N	Y	Y	Y	N	N	N	Y	CU
Sexually oriented business	N		N	N	N	N	N	N	Y <sup>7</sup>	N	N	N	N
Marijuana producer, processor, and/or researcher, state-licensed	N		N	N	N	N	N	N	N	Y	Y	N	N
Marijuana retail outlet, state-licensed	N		N	N	N	N	N	N	Y	Y	N	N	N
Planned unit development, Chapter <a href="#">20.32</a>	Y		N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N

N = Not Permitted; Y = Permitted; CU = Conditional Use Permit Required; PUD = Planned Unit Development; A = Accessory Use; NC = Neighborhood Commercial District, see note 3

<sup>1</sup> Uses shall be in conformance with the Sanderson Field master plan and consistent with the functions and uses intended within the land use district where the use is proposed. All proposed site improvements, buildings, and uses shall be in compliance with the airport overlay zoning regulations (Mason County Chapter 17.60, City of Shelton Chapter [20.70](#)).

<sup>2</sup> "A" denotes Accessory to a Principal Use, such as a microbrewery with a mercantile or assembly component.

<sup>3</sup> "NC" denotes that a Conditional Use as part of a Neighborhood Commercial district, and subject to the Neighborhood Commercial design review as well as the NC portion of the Conditional Use chapter.

<sup>4</sup> Allowed if within 300 feet of direct access (via on or off ramp) to a Washington State or United States highway.

<sup>5</sup> Allowed if parcel is located with frontage along First Street/Olympic Highway South.

<sup>6</sup> Allowed as a conditional use in the Downtown (DT) Zone on parcels south of Grove Street and east of Second Street.

<sup>7</sup> Subject to location limitations set forth in SMC [20.35.040](#).

<sup>8</sup> Multifamily dwelling units may only occupy the upper floor(s) of a commercial building.

**Section 2.** 20.09.080.B shall be amended as follows:

2. "Outdoor storage shall be permitted only as a conditional use ~~and shall meet the standards of notes 15(a), (b), and (c) in the matrix at Table 20.06.030.~~ All outdoor storage shall be screened from residential uses across Adams or Jefferson Streets, that lights shall be situated so as to not shine or reflect across Adams or Jefferson Streets, and hours of operation shall be limited from 8:00 a.m. to 6:00 p.m.

**Section 3.** Section 20.09.080, related to design review standards in the Low Intensity-Commercial (LI-C) Zoning District shall be amended as follows:

G. Design Review. All requirements of section 20.64.130 SMC for LI-C areas shall be satisfied. Design review is required to assure that size of the buildings do not project noise or activity which would disrupt the residential uses across Adams and Jefferson Streets, that landscaping reflects the protection of residential character of properties across Adams and Jefferson Streets, and that structures reflect the residential style (wood frame, pitched roofs with overhangs), rather than institutional style (flat roof, modular look) of development.

**Section 4.** Section 20.02.078, describing the Occupancy Classifications, shall be added as follows:

**20.02.078 Occupancy Classifications.**

A. Occupancies. The City recognizes the occupancy classifications of the most recently adopted version of the International Building Code for the purposes of determining general land use categories.

1. Assembly Occupancy: Used for gatherings of people, such as restaurants, theaters, nightclubs, churches, or auditoriums.
2. Business Occupancy: Includes offices, banks, and outpatient medical offices, and professional services.
3. Educational Occupancy: Refers to schools and educational institutions.
4. Factory and Industrial Occupancy: For manufacturing and industrial processes.
5. High Hazard Occupancy: Includes places with high fire or explosion risks.
6. Institutional Occupancy: Used for hospitals, nursing homes, and similar facilities.
7. Mercantile Occupancy: Includes retail stores and shops.

B. Mixed Occupancy. When two or more occupancy classifications are located in the same structure, if the primary use and secondary uses are not physically separated by fire-rated walls, they must be calculated together under the more restrictive occupancy requirements; if meeting the physical separation requirements of the International Building Code, International Fire Code, and other applicable codes, then their areas may be calculated separately.

**Section 5.** This Ordinance shall take effect five days after approval and publication, as required by law.

Introduced to the City Council at its regular meeting on the 7<sup>th</sup> day of January 2025. Passed by the City Council at its regular meeting held on the 18<sup>th</sup> day of March 2025.

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Mayor Eric Onisko

ATTEST:

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City Clerk Donna Nault