BOARD OF MASON COUNTY COMMISSIONERS
DRAFT MEETING AGENDA
Commission Chambers - 9:00 a.m.
411 North Fifth Street, Shelton WA 98584
TUESDAY, APRIL 4, 2017

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Correspondence and Organizational Business
   4.1 Correspondence
   4.2 News Release- Mason County Historic Preservation Commission
      Staff: Michael MacSems
5. Open Forum for Citizen Input (5 minutes per person, 15 minutes time limit)
   If you wish to address the Commission, raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Mason County Commission is committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle.
6. Adoption of Agenda
   Items appearing on the agenda after “Item 10. Public Hearings”, may be acted upon before 9:30 a.m.
7. Approval of Minutes – March 27, 2017 Briefing Minutes
8. Approval of Action Agenda: All items listed under the “Action Agenda” may be enacted by one motion unless a Commissioner or citizen requests an item be removed from the Action Agenda and considered as a separate item.
   8.1 Approval to have the Chair sign the Title VI Non-Discrimination Agreement annual update and accomplishment report for the reporting period from May 1, 2015-April 30, 2016.
   8.2 Approval to authorize the County Engineer to sign Amendment No. 1 to the Reciprocal Maintenance Agreement between WSDOT and Mason County. The amendment updates the performance period, contact information, and reimbursement payment obligations.
   8.3 Approval to authorize the Utilities and Wastewater Management Division to purchase the HACH 1720E Turbidimeters for the North Bay Water Reclamation Facility.
   8.4 Approval of the Veterans Assistance Fund applications for: Necessity items $150.00 and Utilities $248.83 for a total of $398.83 as recommended by the Veterans Service Office.
   8.5 Approval of the following staff changes in the Assessor’s office: Reestablish Appraiser I, II, or III, budget line 001.000000.020.514.24.510110.0000.00 and remove budget line 001.000000.020.000.514.24.510120.0000.00 Clerk.

Agendas are subject to change, please contact the Commissioners’ office for most recent version. This agenda was last printed on 03/30/17 2:44 PM.
If special accommodations are needed, contact the Commissioners' office at ext. 419, Shelton #360-427-9670; Belfair #275-4467, Elma #482-5269.
The funding from the Clerk budget line will be transferred to the reestablished Appraiser budget line and there will be no additional funding.

8.6 Approval of Warrants:
Claims Clearing Fund Warrant #s 8047334-8047649 $1,277,367.72
Direct Deposit Fund Warrant #s 39446-39832 $661,370.97
Salary Clearing Fund Warrant #s 7002649-7002677 $479,040.33
Total $2,417,779.02

8.7 Approval to advertise for bids for the Sandhill Park Fields 1 & 2 Renovations project funded in part with a Recreation and Conservation Funding (RCO) grant. Bids will be received until April 27, 2017, 1 p.m.

8.8 Approval to set a hearing on April 25, 2017 at 6:30 p.m. to amend the development code for the Shelton Urban Growth Area (Chapter 17.07) to remove the prohibition of self-storage from the industrial zoning district.

8.9 Approval to set a hearing on April 25, 2017 at 6:30 p.m. to consider the proposed correction to the ordinance amending Title 17, zoning, Chapter 17.12, Commercial Zoning Districts in the Allyn UGA, Article I, Village Commercial District, Section 17.12.110, Purpose, Section 17.12.120, Permitted Uses and Section 17.12.160- additional development and design criteria.

8.10 Approval of the resolution to amend the Mason County Personnel Policy Chapter 13, to include assignment of County vehicles for take-home and operational considerations.

9. Other Business (Department Heads and Elected Officials)

10. 9:30 a.m. Public Hearings and Items Set for a Certain Time
10.1 Public Hearing to inform citizens of the availability of funds and eligible uses of the 2017 Public Services Community Development Block Grant (PS-CDBG) and receive comments on proposed activities, specifically funding the Community Action Council of Lewis, Mason & Thurston Counties as well as receiving comments on the 2016 program. Staff: Frank Pinter

11. Board’s Reports and Calendar

12. Adjournment
<table>
<thead>
<tr>
<th>TO: BOARD OF MASON COUNTY COMMISSIONERS</th>
<th>Reviewed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: Jennifer Giraldes</td>
<td>Ext. 380</td>
</tr>
<tr>
<td>DEPARTMENT: Support Services</td>
<td>Action Agenda</td>
</tr>
<tr>
<td>DATE: April 4, 2017</td>
<td>No. 4.1</td>
</tr>
</tbody>
</table>

**ITEM:** Correspondence

4.1.1 Kimalynn Wilson and Gene Currier sent applications for the Board of Equalization Advisory Board.

4.1.2 Liquor and Cannabis Board sent liquor licenses for Belfair Elementary PTA Meeting Room 111 NE Old Belfair Highway, Belfair and Salish Cliffs Golf Club 91 W. State Route 108, Shelton.

**Attachments:** Originals on file with the Clerk of the Board.
I AM SEEKING APPOINTMENT TO Board of Equalization

<table>
<thead>
<tr>
<th>NAME</th>
<th>Kimalynn Wilson</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY/ZIP</td>
<td>Belfair 98528</td>
</tr>
<tr>
<td>PHONE</td>
<td>360 [redacted]</td>
</tr>
<tr>
<td>VOTING PRECINCT</td>
<td>Belfair (OR AREA IN THE COUNTY YOU LIVE)</td>
</tr>
<tr>
<td>WORK PHONE</td>
<td></td>
</tr>
<tr>
<td>E-MAIL</td>
<td>[redacted]@gmail.com</td>
</tr>
</tbody>
</table>

COMMUNITY SERVICE
- Association of Realtors
- Boys and Girls Club
- Belfair HUB

EMPLOYMENT: (IF RETIRED, PREVIOUS EXPERIENCE)
- COMPANY: Reid Real Estate
- POSITION: Designated Broker
- COMPANY: 
- POSITION: 

In your words, what do you perceive is the role or purpose of the Board, Committee or Council for which you are applying:
To be a 3rd neutral party between property owners and assessor's office, to listen to both parties to assure that property is evaluated at fair market value.

What interests, skills do you wish to offer the Board, Committee, or Council?
Over 30 years of selling real estate in Mason, Kitsap, Jefferson & Pierce county. I know the areas well and feel my experience would be a benefit to the position.

Please list any financial, professional, or voluntary affiliations which may influence or affect your position on this Board:
I have personal appeared before the Board of Equalization and feel that my professional experience could conflict with the assessors &/or public opinion, but believe it to be of great value and offer good insight.

Your participation is dependent upon attending certain trainings made available by the County during regular business hours (such as Open Public Meetings Act and Public Records). The trainings would be at no cost to you. Would you be able to attend such trainings? Yes

Realistically, how much time can you give to this position? Signature: Kimalynn Wilson  Date: 3/24/17

Office Use Only
- Appointment Date
- Term Expire Date

Received Time Mar. 24, 2017 9:22AM No. 0653
I AM SEEKING APPOINTMENT TO BOARD OF EQUALIZATION - ALTERNATE

<table>
<thead>
<tr>
<th>NAME:</th>
<th>GENE G. CURRIER</th>
<th>ADDRESS:</th>
<th>PHONE:</th>
</tr>
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<tbody>
<tr>
<td>CITY/ZIP:</td>
<td>SHELTON 98584</td>
<td>VOTING PRECINCT:</td>
<td>E-MAIL:</td>
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</table>

### COMMUNITY SERVICE

- Benevolent & Protective Order of THE ELKS
- Volunteer Driver for Seniors
- Mason Transit

### EMPLOYMENT: (IF RETIRED, PREVIOUS EXPERIENCE)

<table>
<thead>
<tr>
<th>COMPANY:</th>
<th>THE BOEING CO.</th>
<th>POSITION:</th>
<th>STRUCTURAL ENGR &amp; MANAGER</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY:</td>
<td>CALIF. DIV. OF HIGHWAYS</td>
<td>POSITION:</td>
<td>ENGINEERING AID</td>
</tr>
</tbody>
</table>

In your words, what do you perceive is the role or purpose of the Board, Committee or Council for which you are applying:

**TO ARBITRATE BETWEEN THE PROPERTY OWNER AND THE ASSESSOR AS TO THE TRUE VALUE OF THE PROPERTY.**

What interests, skills do you wish to offer the Board, Committee, or Council?

1 YEAR SERVICE ON THE CURRANT BOARD; 40 YEAR AS A CIVIL ENGINEER

Please list any financial, professional, or voluntary affiliations which may influence or affect your position on this Board: (i.e. create a potential conflict of interest)

I AM CURRENTLY THE ALTERNATE BOARD OF EQUALIZATION MEMBER.

Your participation is dependent upon attending certain trainings made available by the County during regular business hours (such as Open Public Meetings Act and Public Records). The trainings would be at no cost to you. Would you be able to attend such trainings? **YES**

Realistically, how much time can you give to this position?

- Quarterly
- Monthly
- Weekly 16 Hrs
- Daily

**Gene G. Currier**

Date: 3/24/17

Office Use Only

<table>
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<tr>
<th>Appointment Date</th>
<th>Term Expire Date</th>
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WASHINGTON STATE LIQUOR AND CANNABIS BOARD - License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MASON COUNTY COMMISSIONERS

SPECIAL OCCASION #: 090864

BELFAIR ELEMENTARY PTA
PO BOX 1913
BELFAIR WA 98528

DATE: APRIL 29, 2017
TIME: 5:30 PM TO 10:00 PM

PLACE: MAIN MEETING ROOM - 111 NE OLD BELFAIR HIGHWAY, BELFAIR

CONTACT: KATIE PATTI (D.O.B. 8.20.77) 360-280-7381

SPECIAL OCCASION LICENSES

* ___ Licenses to sell beer on a specified date for consumption at a
   specific place.
* ___ License to sell wine on a specific date for consumption at a
   specific place.
* ___ Beer/Wine/Spirits in unopened bottle or package in limited
   quantity for off premise consumption.
* ___ Spirituous liquor by the individual glass for consumption at a
   specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

OPTIONAL CHECK LIST

LAW ENFORCEMENT YES NO
HEALTH & SANITATION YES NO
FIRE, BUILDING, ZONING YES NO
OTHER: YES NO

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

MAY
TO: MASON COUNTY COMMISSIONERS  

SPECIAL OCCASION #: 092017  

SUMMIT PACIFIC MEDICAL FOUNDATION  
600 EAST MAIN STREET  
ELMA WA 98541  

DATE: MAY 5, 2017  
TIME: 8 AM TO 9 PM  

PLACE: SALIS CLIFFS GOLF CLUB - 91 W STATE ROUTE 108, SHELTON  

CONTACT: LAUREN DAY (D.O.B. 8.16.84) 360-346-2250  

SPECIAL OCCASION LICENSES  

* ___ Licenses to sell beer on a specified date for consumption at a specific place.  
* ___ License to sell wine on a specific date for consumption at a specific place.  
* ___ Beer/Wine/Spirits in unopened bottle or package in limited quantity for off-premise consumption.  
* ___ Spirituous liquor by the individual glass for consumption at a specific place.  

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.  

1. Do you approve of applicant? YES ___ NO ___  
2. Do you approve of location? YES ___ NO ___  
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES ___ NO ___  

OPTIONAL CHECK LIST  

LAW ENFORCEMENT  
HEALTH & SANITATION  
FIRE, BUILDING, ZONING  
OTHER:  

Yes ___ No ___  

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.  

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

EXECUTIVE SUMMARY: (If applicable, please include available options and potential solutions) Same as above.

BACKGROUND: The Mason County Historic Preservation Commission wants to create and disseminate a schedule of historic preservation related events and activities being held in Mason County in May 2017, which is National Historic Preservation Month. The MCHPC has drafted a news release seeking input from community organizations that are planning events or activities in the month of May that provide opportunities for Mason County residents and visitors to learn more about the heritage and history of this county.

BUDGET IMPACTS: None.

RECOMMENDED OR REQUESTED ACTION: Staff to read News Release at April 4 BOCC meeting.

ATTACHMENTS:
New Release
The Mason County Commissioners and the Mason County Historic Preservation Commission are pleased to announce that Mason County will be celebrating National Historic Preservation Month in May 2017.

The Mason County Historic Preservation Commission works to foster civic and neighborhood pride in the beauty and accomplishments of the past, a sense of identity based on the Mason County history and to raise community awareness of Mason County history and historic resources.

The Mason County Historic Preservation Commission supports National Historic Preservation month by promoting local Historic Preservation events during the month of May. Local Mason County organizations who are planning events supporting the history of the people, places or historic events of Mason County are invited to provide the description, date, time and location of such events for inclusion in our advertising campaign.

If interested in participating or if there are additional questions, please contact Michael MacSems at 427-9670 ext 571 or mms@co.mason.wa.us. Deadline for input is April 10th, 2017.

BOARD OF MASON COUNTY COMMISSIONERS

Kevin Shutty
Chair

Randy Neatherlin
Commissioner

Terri Jeffreys
Commissioner
Monday, March 27, 2017

9:00 A.M. Executive Session – RCW 42.30.110 (1)(i) Potential Litigation
Commissioners Shutty and Neatherlin met in Executive Session with Tim Whitehead, Jerry Hauth and Melissa McFadden from 9:05 a.m. to 9:40 a.m. for potential litigation. Commissioner Jeffreys was absent.

9:30 A.M. Public Works – Jerry Hauth/Melissa McFadden
Utilities & Waste Management
Commissioners Shutty and Neatherlin were in attendance. Commissioner Jeffreys was absent.
• Approved to place on the agenda are the Title VI Non Discrimination Agreement and Reciprocal Maintenance Agreement with WSDOT.
• Approval to purchase turbidimeters for the North Bay Water Reclamation Facility.
• Cmmr. Neatherlin brought up the following issues and Melissa will follow up with WSOT: Clifton Road intersection has potholes on state highway; accident on Highway 300 just past Sandhill, problem is a beaver pond causing water backup; signage at Union River Bridge, Cmmr. Neatherlin would also like pedestrian lights.

10:00 A.M. BREAK

10:15 A.M. Community Services – Dave Windom
Commissioners Shutty and Neatherlin were in attendance. Commissioner Jeffreys was absent.
• News release from the Mason County Historic Preservation Commission seeking community input for National Historic Preservation Month (May 2017).
• Discussion of $10,000 that was funded to Memorial Hall from the Historic Preservation fund. Michael said they have been requesting what was spent on historic preservation of the $10,000; Facilities has provided the total amount spent but has not provided a breakdown for historic preservation. This funding was appropriated by the Commissioners in the 2016 budget. Cmmr. Neatherlin stated he has talked to Memorial Hall Committee about applying for a $2,000 grant for historic preservation. Cmmr. Neatherlin will attend a HPC meeting.
• Request to set public hearing to consider amendments to Title 14 to allow an exemption for agricultural, storage structure, and cargo containers as storage. The Commissioners want to address how many cargo containers will be allowed. The PAC did not want to address that issue. The Commissioners asked this be briefed again when Cmmr. Jeffreys returns and a public hearing will be scheduled after that.
• Dave provided proposed language submitted by Marilyn Vogler regarding multi-family units in the Allyn Village Commercial Zoning amendment that was approved on March 14, 2017. The intent of the PAC was to allow a four-plex. Staff will review Ordinance 10-17 that was adopted on March 14 and if it doesn’t allow a four-plex will schedule a public hearing to address that. This hearing will be held the same date (April 25) when Chapter 17.07, Shelton UGA, public hearing is held.

10:45 A.M. Support Services – Frank Pinter
Commissioners Shutty and Neatherlin were in attendance. Commissioner Jeffreys was absent.
• Contract with Michael Anderson for Indigent Defense.
• Sandhill Park restrooms – need to have them open; Jeff is working on removing the caretaker house. Staff will bring back options for a replacement dwelling. Seasonal help
NEWS RELEASE
April 4, 2017

MASON COUNTY COMMISSIONERS
411 NORTH 5TH ST
SHELTON, WA 98584
(360) 427-9670 EXT. 419

TO: I-FIBER/KMAS, KRXY, SHELTON-MASON COUNTY JOURNAL, THE
OLYMPIAN, SHELTON CHAMBER OF COMMERCE, NORTH MASON
CHAMBER OF COMMERCE, CITY OF SHELTON, ECONOMIC
DEVELOPMENT COUNCIL, THE SUN

RE: National Historic Preservation Month

The Mason County Commissioners and the Mason County Historic Preservation
Commission are pleased to announce that Mason County will be celebrating
National Historic Preservation Month in May 2017.

The Mason County Historic Preservation Commission works to foster civic and
neighborhood pride in the beauty and accomplishments of the past, a sense of
identity based on the Mason County history and to raise community awareness
of Mason County history and historic resources.

The Mason County Historic Preservation Commission supports National Historic
Preservation month by promoting local Historic Preservation events during the
month of May. Local Mason County organizations who are planning events
supporting the history of the people, places or historic events of Mason County
are invited to provide the description, date, time and location of such events for
inclusion in our advertising campaign.

If interested in participating or if there are additional questions, please contact
Michael MacSems at 427-9670 ext 571 or mms@co.mason.wa.us. Deadline for
input is April 10th, 2017.

BOARD OF MASON COUNTY COMMISSIONERS

Kevin Shuttty
Chair

Randy Neatherlin
Commissioner

Terri Jeffreys
Commissioner
will start April 1 and the restrooms will be open and the gate will be closed in the evening.

- No new information from the Mason County Youth Baseball for the Youth World Series event.
- The capital asset inventory process has started and is going well.
- Department of Commerce notified the County they will be here in April for on-site compliance review. Staff is gathering the various polices and will identify the gaps. Cmmr. Neatherlin asked that the Audit Committee be informed.
- Abatement Fund can be used to clean up Mason County owned property. There is a piece of county-owned property on Hobobas that needs some major clean up but there is no funding identified. Cmmr. Neatherlin asked for more information including pictures, maybe is can be put up for sale with the condition the new owner cleans it up.

Commissioner Discussion
- Commissioners have been contacted by a person proposing a new type of sewer system and they are looking for a test project in a rural area. They would design and seek funding. Cmmr. Neatherlin thought Finch Creek area may be a possibility. Cmmr. Shutty said he asked they also share the information with Cmmr. Jeffreys.
- Cmmr. Neatherlin brought up a meeting that he recently became aware of that Cmmr. Shutty is scheduling with the City of Bremerton and Port of Bremerton regarding the Belfair Sewer. Cmmr. Neatherlin would like to be part of the meeting and asked that if staff is given direction to work on a project, it be a Board direction and not from an individual Commissioner. Cmmr. Neatherlin will share information on the proposed 2015 Belfair Sewer finance plan with Cmmr. Shutty at the April 3 briefing.

Respectfully submitted,

Diane Zoren, Administrative Services Manager

BOARD OF MASON COUNTY COMMISSIONERS

Kevin Shutty
Chair

Terri Jeffreys
Commissioner

Randy Neatherlin
Commissioner
MASON COUNTY
AGENDA ITEM SUMMARY FORM

<table>
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<th>TO:</th>
<th>BOARD OF MASON COUNTY COMMISSIONERS</th>
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<tbody>
<tr>
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<td>Melissa McFadden</td>
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<td>DEPARTMENT:</td>
<td>Public Works</td>
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<tr>
<td>EXT:</td>
<td>450</td>
</tr>
<tr>
<td>DATE:</td>
<td>April 4, 2017</td>
</tr>
<tr>
<td>Agenda Item #</td>
<td>8.1</td>
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BRIEFING DATE: March 27, 2017
BRIEFING PRESENTED BY: Melissa McFadden

[ ] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD
Please provide explanation of urgency

ITEM: Title VI Non-Discrimination Agreement (NDA):
Annual Update and Accomplishment Report

Background: Washington State Department of Transportation requires Public Works to submit a Title VI NDA Annual Accomplishment and Update report yearly.

Title VI of the Civil Rights Act of 1964 is the main legal authority for the department's Office of Equal Opportunity, External Civil Rights nondiscrimination programs. Title VI prohibits discrimination on the basis of race, color, sex or national origin in programs or activities receiving federal financial assistance.

Once an agency accepts federal funds, all of its programs and activities are covered, regardless of their funding source. Related statutes and Presidential Executive Orders under the umbrella of Title VI address Environmental Justice (EJ) in minority and low-income populations, and services to those individuals with Limited English Proficiency (LEP), women and the disabled.

WSDOT's Title VI Program is responsible for providing leadership, direction and policy to ensure compliance with Title VI and Environmental Justice and Limited English Proficiency principles and to ensure that social impacts to communities and people are recognized and considered throughout the transportation planning and decision-making process.

Recommended Action: Recommend the Board authorize the Chair to sign the Title VI Non-Discrimination Agreement - Annual Update and Accomplishment Report for the reporting period from May 1, 2015 to April 30, 2016.

Attachments: Report
ANNUAL UPDATE AND ACCOMPLISHMENT REPORT
For agencies under 100,000

Mason County, WA
(Name of Recipient)
April 4, 2017
(Report Submission Date)

May 1, 2015 – April 30, 2016
(Reporting Period)

As stipulated in this agency’s Title VI Program Non-Discrimination Agreement, WSDOT’s approval letter to that agreement, and WSDOT’s Highways and Local Programs Local Agency Guidelines Manual (Chapter 28), the annual accomplishment and update report for the reporting period reflected above is hereby submitted.

Current Chief Executive Officer:
- Name: Kevin Shutty
- Title: Chair

Planning or Public Works Director:
- Name: Jerry W. Hauth
- Title: Public Works Director

Title VI Coordinator:
- Name: Frank Pinter
- Title: Support Services Director

SUBMITTED:

[Signature]

[Typed/Printed Name]

[Title]

[Date]
1. Report any changes in the organizational structure since the last reporting period. (Example: New Title VI Coordinator, new planning or public works directors, etc).

- Report should identify the changes in the racial/gender composition of those persons involved in the transportation decision making, including planning and advisory staff.

<table>
<thead>
<tr>
<th>Name</th>
<th>Gender/ Ethnicity</th>
<th>Title</th>
<th>Program</th>
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<tbody>
<tr>
<td>William Kenny</td>
<td>Male/ Caucasian</td>
<td>Support Services</td>
<td>Title VI Coordinator</td>
</tr>
<tr>
<td>(Retired)</td>
<td></td>
<td>Director</td>
<td></td>
</tr>
<tr>
<td>Frank Pinter</td>
<td>Male/ Caucasian</td>
<td>Support Services</td>
<td>Title VI Coordinator</td>
</tr>
<tr>
<td>(Promoted)</td>
<td></td>
<td>Director</td>
<td></td>
</tr>
<tr>
<td>Darren Wagner</td>
<td>Male/ Caucasian</td>
<td>Parts/Inventory</td>
<td></td>
</tr>
<tr>
<td>(Resigned)</td>
<td></td>
<td></td>
<td>Procures and inventories all parts, material and equipment for vehicles and equipment.</td>
</tr>
<tr>
<td>Gary Albaugh</td>
<td>Male/ Caucasian</td>
<td>Central Store Specialist</td>
<td>Procures and inventories all parts, material and equipment for vehicles and equipment.</td>
</tr>
<tr>
<td>(Promoted)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greg Brown</td>
<td>Male/ Caucasian</td>
<td>Equipment Operator</td>
<td></td>
</tr>
<tr>
<td>(Retired)</td>
<td></td>
<td></td>
<td>Operates a variety of equipment and performs miscellaneous labor in support of construction, maintenance, or repair of county roads and shoulders, bridges, drainage systems, traffic and road signs, and engineering projects.</td>
</tr>
<tr>
<td>Andrew Eagle</td>
<td>Male/ Caucasian</td>
<td>Equipment Operator</td>
<td></td>
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<tr>
<td>(Hired)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>John Ronald</td>
<td>Male/ Caucasian</td>
<td>Equipment Operator</td>
<td></td>
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<tr>
<td>(Hired)</td>
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<td></td>
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</tr>
<tr>
<td>Gary Corey</td>
<td>Male/ Caucasian</td>
<td>Truck Driver</td>
<td></td>
</tr>
<tr>
<td>(Retired)</td>
<td></td>
<td></td>
<td>Operates a variety of trucks and performs miscellaneous labor in support of construction, maintenance, or repair of county roads and shoulders, bridges, drainage systems, traffic and road signs, and engineering projects.</td>
</tr>
<tr>
<td>Ron Enger</td>
<td>Male/ Caucasian</td>
<td>Truck Driver</td>
<td></td>
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<tr>
<td>(Retired)</td>
<td></td>
<td></td>
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<tr>
<td>Michael Leeberg</td>
<td>Male/ Caucasian</td>
<td>Truck Driver</td>
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<tr>
<td>(Hired)</td>
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<tr>
<td>Devan Masteller</td>
<td>Male/ Caucasian</td>
<td>Truck Driver</td>
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<td>(Hired)</td>
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<tr>
<td>Richard Sanzaro</td>
<td>Male/ Caucasian</td>
<td>Truck Driver</td>
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<tr>
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<tr>
<td>Larry Forsman</td>
<td>Male/</td>
<td>Road Operations &amp; Maintenance</td>
<td>Plans, organizes, schedules, supervises and monitors the work of maintenance crews engaged in the maintenance, repair, construction or operations of county roads, bridges and drainage systems.</td>
</tr>
<tr>
<td>(Resigned)</td>
<td>Caucasian</td>
<td>Supervisor</td>
<td></td>
</tr>
<tr>
<td>Grant Dishon</td>
<td>Male/</td>
<td>Road Operations &amp; Maintenance</td>
<td>Responsible for integrating the activities of the survey crew with relating to public works project such as construction layout of roads and bridges.</td>
</tr>
<tr>
<td>(Promoted)</td>
<td>Caucasian</td>
<td>Supervisor</td>
<td></td>
</tr>
<tr>
<td>Alan Duback</td>
<td>Male/</td>
<td>Survey Supervisor</td>
<td>Preventative and corrective maintenance on a wide variety of gasoline and diesel powered vehicles and heavy equipment.</td>
</tr>
<tr>
<td>(Retired)</td>
<td>Caucasian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tyler Sedra</td>
<td>Male/</td>
<td>Mechanic</td>
<td>Preventative and corrective maintenance on a wide variety of gasoline and diesel powered vehicles and heavy equipment.</td>
</tr>
<tr>
<td>(Terminated)</td>
<td>Caucasian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eric Grounds</td>
<td>Male/</td>
<td>Mechanic</td>
<td>Preventative and corrective maintenance on a wide variety of gasoline and diesel powered vehicles and heavy equipment.</td>
</tr>
<tr>
<td>(Hired)</td>
<td>Caucasian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matthew Heinrich</td>
<td>Male/</td>
<td>Radio/Up-Fit Tech</td>
<td>Responsible for the installation, maintenance, programming, and repair of new and existing radio transmitting and receiving equipment as well as lights, camera's, video cameras and computers in vehicles dedicated to the emergency response.</td>
</tr>
<tr>
<td>(Hired)</td>
<td>Caucasian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brian Matthews</td>
<td>Male/</td>
<td>Public Works Director</td>
<td>Responsible for all Department operations. Plans, organizes and directs public works activities. Responsible for public works budgets and reporting.</td>
</tr>
<tr>
<td>(Resigned)</td>
<td>Caucasian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>David Smith</td>
<td>Male/</td>
<td>Engineer III</td>
<td>Responsible for the administrative, programmatic, and engineering functions of the County Transportation system's safety and traffic programs.</td>
</tr>
<tr>
<td>(Hired)</td>
<td>Caucasian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kevin Ward</td>
<td>Male/</td>
<td>Sign Tech</td>
<td>Fabricates, installs and maintains road signs throughout county road system.</td>
</tr>
<tr>
<td>(Transferred)</td>
<td>Caucasian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brennen Profit</td>
<td>Male/</td>
<td>Sign Shop Foreman</td>
<td>Lead Fabricates, installs and maintains road signs throughout county road system.</td>
</tr>
<tr>
<td>(Promoted)</td>
<td>Caucasian</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- If no changes have been made, please indicate that accordingly.
2. Using the most current data available (through Census or Washington State Office of Financial Management), describe the demographics within your jurisdiction.

**Demographics:**

**Geography**

Mason County has a total area of 1,051 mi. 961 mi of it is land and 90 mi of it (8.72%) is water.

**Population**

As of the census of 2010, there were 60,699 people residing in the county, with 63.3 persons per square mile (48.3% Female and 51.7% male).

The racial makeup of the county was 86.1% White, 1.1% Black or African American, 3.7% Native American, 1.2% Asian, 0.4% Pacific Islander, 8.0% Hispanic origin of any race, 3.4% from other races and 4.1% from two or more races.

The median household income of 2006-2010 in the county is $48,104. The per capita income for the county was $22,530. About 15.6% of the populations were below the poverty line.

**Census-recognized communities**

- Allyn-Grapeview
- Shelton
- Skokomish

**Other communities**

- Allyn (part of Allyn-Grapeview CDP)
- Belfair
- Eldon
- Grapeview (part of Allyn-Grapeview CDP)
- Hoodsport
- Harstine Island
- Kamilche
- Lake Cushman
- Lilliwaup
- Matlock
- Potlatch
- Tahuya
- Union

a. Describe any required Title VI activities and/or studies conducted that provided data relative to minority persons, neighborhoods, income levels, physical environment, and travel habits. **None to report during this period.**

b. How was the information utilized or Title VI provisions and needs applied in each study or activity? **No studies or activities to report.**
3. List any Public outreach activities during the reporting period such as, public announcements and/or communications for meetings, hearings, project notices. Include the following:

a. How were special language needs assessed? List the special language needs assessments conducted. 
   **No assessments conducted during this reporting period.**

b. What outreach efforts did you utilize to ensure that minority, women, low-income, and LEP population groups were provided equal opportunity to participate in those outreach activities. (Examples: provided materials in other languages, met with local social services agencies, advertised in a minority publication).
   **The Department of Public Works follows FHWA and WSDOT legal requirements when conducting public meetings, completing right-of-way activities, and requesting Bids for Public Works construction projects.**

c. List the special language services provided – note the professional language service provided including the name of the service, date provided, number of persons served, and any other relevant information.
   **None**

d. List any costs incurred for translations and interpreters for each activity.
   **No costs incurred during this reporting period.**

4. List all the transportation related contracts (Federal and others) that were executed during the reporting period. (Please include construction, consultant agreements for planning, design, engineering, environmental, research, maintenance, etc.)

- Include dollar value of each

<table>
<thead>
<tr>
<th>Contract</th>
<th>Contract Type</th>
<th>Dollar Value</th>
<th>Contractor/Consultant Name or County Forces</th>
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<tr>
<td>CRP 1996</td>
<td>Construction</td>
<td>$1,015,684.74</td>
<td>Lakeside Industries</td>
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<tr>
<td>2016 Paint Line</td>
<td>Construction</td>
<td>$314,954.74</td>
<td>Stripe Rite</td>
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<tr>
<td>2016 Chip Rock</td>
<td>Materials</td>
<td>$233,931.43</td>
<td>Northwest Rock</td>
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<tr>
<td>CRP 1969</td>
<td>Construction</td>
<td>$312,342.50</td>
<td>Quigg Bros, Inc.</td>
</tr>
</tbody>
</table>

- Other than advertising in your local legal publication, what outreach was made to DMWBE firms that a contracting opportunity existed within your agency?
  **Other than advertising in our local legal publication, Mason County Public Works also advertised with Builders Exchange and the Daily Journal of Commerce in Seattle, which reaches minority, women, and disadvantaged firms.**

- Identify the DMWBE contracts that were awarded and their dollar amount.
  **STPR-A230(010) 2015 Mason County Overlay $1,015,684.74**

- Is there a Title VI Non-Discrimination statement included in all contracts and public notices?
  **All Contracts awarded in Mason County Public Works include a Title VI Non-Discrimination statement.**
• How did your organization ensure that minority, women, and disadvantaged firms were provided equal opportunity to participate in the contracting arena?

Mason County uses MRSC to advertise for our consultant, small works and vendor rosters, inviting minorities, women, and disadvantaged firms to apply. We also advertise for projects on Builders Exchange, Shelton Journal, and the Seattle Daily Journal of Commerce, again inviting minorities, women and disadvantaged firms to participate.

5. Summarize any transportation projects that identify potential impacts to minority and/or low-income Environmental Justice (EJ) populations (i.e., impacts such as displacements, increased noise, bisecting neighborhoods, etc.). Note the following:

• How impacts were minimized/mitigated.
  The projects completed in the reporting period did not have impacts such as displacement, increased noise, and/or bisecting neighborhoods; all projects have been improvements, repairs or replacement of existing transportation infrastructures.

• Also include a statement, if applicable, on projects that specifically benefit community cohesion such as: adding sidewalks, improving access to properties that improve access for EJ populations.
  The Clifton Lane sidewalk project will connect two sections of existing sidewalk. The location is a heavily used walking path. Design began during 2014 and continued during the reporting period. Construction is expected to occur during 2017. Pedestrian use is routinely considered in design and adequate roadway shoulders are included for pedestrian use if needed.

6. If Right of Way has been acquired for a transportation project, please describe:

• Identify the number of minority, low-income, elderly and disabled persons affected.  None

• The efforts that were made to address Limited English Proficiency issues (including use and cost of translators, outreach efforts for each reported activity).  N/A

• Describe any concerns raised by minorities and women regarding appraisals, negotiations, relocation assistance, and payments. What actions were taken to resolve those issues?  None

7. List and describe any Title VI related complaints, as a result of transportation activities and projects. Include:

• What was the allegation or concern?  None

• Procedures used  N/A

• Action taken  N/A

• Resolution  N/A
## MASON COUNTY
### AGENDA ITEM SUMMARY FORM

<table>
<thead>
<tr>
<th>TO:</th>
<th>BOARD OF MASON COUNTY COMMISSIONERS</th>
<th>Action Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Melissa McFadden</td>
<td></td>
</tr>
<tr>
<td>DEPARTMENT:</td>
<td>Public Works</td>
<td>EXT: 450</td>
</tr>
<tr>
<td>DATE:</td>
<td>April 4, 2017</td>
<td>Agenda Item # 8.2</td>
</tr>
</tbody>
</table>

| BRIEFING DATE: | February 6, 2017 and March 27, 2017 |
| BRIEFING PRESENTED BY: | Melissa McFadden |

[ ] ITEM WAS NOT PREVIOUSLY BRIEFD WITH THE BOARD
Please provide explanation of urgency

### ITEM: WSDOT Reciprocal Maintenance Agreement – Amend. No. 1

**Background:** Washington State Department of Transportation and Mason County Public Works entered into a Reciprocal Maintenance Agreement (Agreement No. GM 1464) on February 15, 2007 (approved by the Board on November 7, 2006). The agreement allows each public agency to provide labor, equipment, and materials on a fully reimbursable basis when available, for roadway maintenance.

Public Works and WSDOT have agreed to amend the Reciprocal Maintenance Agreement to revise the period of performance, update the contact information, and update the reimbursement payment obligations to conform to existing law.

The new performance period would begin from date of execution and extend for a term of one year, then would automatically renew for one year terms up to a maximum term of ten years (unless amended by both parties in writing or terminated sooner).

The reimbursement payment obligation updates reimbursements related to labor and equipment/materials. For receiving labor, the County/State will fully reimburse actual direct and related indirect costs. For receiving equipment or materials the County/State will fully reimburse the fair market value of the materials, and/or the economic rent of the equipment.

**Recommended Action:** Recommend the Board authorize the County Engineer to sign Amendment No. 1 to the Reciprocal Maintenance Agreement between WSDOT and Mason County. The amendment updates the performance period, contact information, and reimbursement payment obligations.

**Attachments:** Agreement GM 1464
Amendment No. 1
RECI PROCA L MAINTENANCE AGREEMENT
GM-1464

THIS AGREEMENT is made and entered into this 15th day of February, 2007, between the STATE OF WASHINGTON, Department of Transportation, hereinafter called the "STATE," and Mason County, Department of Public Works, 615 West Alder Street, Shelton, WA 98584-5016, hereinafter called the "COUNTY."

WHEREAS, the Parties hereto are charged with the responsibility of maintaining their streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work; and

WHEREAS, a Party may, from time to time, need labor, equipment, or materials or may have labor, equipment and materials available in certain locations which could be used by the other Party; and

WHEREAS, RCW 47.28.140 authorizes the STATE to enter into a cooperative agreement with a public agency for the performance of, inter alia, road maintenance and repair, so long as the costs and expenses are reimbursed by the Party whose responsibility it is for the work; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each Party to the contract, so long as the full costs of the services and materials are reimbursed to the agency furnishing them pursuant to RCW 39.34.130; and

WHEREAS, the Parties agree that it is in the public interest to make the most efficient use of their labor, equipment, and materials by sharing them on a reimbursable basis when available and when doing so would assist the other Party.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

1. GENERAL

1.1 Each Party agrees to furnish the other Party with labor, equipment, and materials on a fully reimbursable basis when available, for roadway maintenance. The furnishing of labor, equipment, and materials shall be subject to the procedures and compensation requirements set forth below, and shall be at the option of the Party requested to perform the work or to supply labor, equipment or material. The Parties understand and agree that the work of the Party possessing the labor, equipment, and materials takes first priority.

1.2 When the STATE is requesting labor, equipment or materials, the provisions of RCW 47.28.030 shall apply.
2. **PERIOD OF PERFORMANCE**

2.1 The period of performance of this AGREEMENT shall commence upon execution of this AGREEMENT and extend for a term of one year unless terminated sooner, pursuant to Section 10, Termination. This AGREEMENT shall automatically renew for successive one (1) year terms, unless terminated as provided herein, or for a maximum term of ten (10) years.

3. **PROCEDURE FOR REQUESTING SERVICES**

3.1 Each request for labor, equipment, or materials shall be submitted on behalf of the STATE by the Maintenance Supervisor, Assistant Area Maintenance Superintendent, or Area Maintenance Superintendent, and each request for labor, equipment, or materials shall be submitted on behalf of the COUNTY by the Assistant County Road Engineer or position of higher authority on behalf of the COUNTY. Each request for labor, equipment or materials shall be submitted on a Task Order Form, which shall include the task location, program manager information, scope of work, task schedule and estimated cost, and be executed by the County Road Engineer on behalf of the COUNTY, or the Area Maintenance Superintendent or Assistant Area Maintenance Superintendent on behalf of the STATE. In the event of an emergency, work may be requested and agreed to verbally, but such agreement must be documented by a Task Order within forty-eight (48) hours of the verbal agreement. The Task Order Form is attached hereto as Exhibit A. All fully executed Task Order Forms shall be deemed automatically made a part of this AGREEMENT.

4. **PAYMENT**

4.1 The Party receiving labor, equipment or materials under this AGREEMENT shall fully reimburse the Party providing it for that Party’s actual direct and related indirect costs. Actual direct costs with respect to labor includes the cost of salary and benefits, but does not include overhead or administration.

4.2 The Party receiving labor, equipment or materials agrees to make payment for the labor, equipment or materials within thirty (30) days from receipt of invoice. These payments are not to be more frequent than one (1) per month.

5. **RECORDS MAINTENANCE**

5.1 For a period of not less than three (3) years from the date of payment for the labor, equipment or materials, the Parties shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect the labor, equipment or material expended for inspection, review, or audit by personnel of both Parties, other personnel duly authorized by either Party, the office of the State Auditor, and federal officials so authorized by law. If any litigation, claim, or audit is commenced, the records and accounts along with supporting
5.2 Records and other documents, in any medium, furnished by one Party to this AGREEMENT to the other Party, will remain the property of the furnishing Party, unless otherwise agreed.

6. CARE AND MAINTENANCE OF EQUIPMENT

6.1 A Party requesting use of equipment from the other Party shall be solely responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the Party owning the equipment. Repair of damage, other than normal wear and tear, will be the responsibility of the Party in possession of the equipment at the time the equipment is damaged, including damages caused by a third party.

7. RIGHT OF ENTRY

7.1 The Parties hereto grant to each other the right of entry upon all land in which the Parties have an interest and which land is within or adjacent to the right-of-way of any highway, road or street upon which labor is being utilized by the other Party under this AGREEMENT.

8. SUPERVISION and INDEPENDENT CAPACITY

8.1 The employees of each Party who are engaged in the performance of this AGREEMENT shall continue to be employees of that Party and shall not be considered for any purpose to be employees of the other Party. Each Party shall be solely responsible for the supervision of its own employees.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

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

10. TERMINATION

10.1 Either Party may terminate this AGREEMENT or a Task Order upon thirty (30) days prior written notification to the other Party. If this AGREEMENT or a Task Order is so terminated, the Parties shall be liable only for performance rendered or costs incurred prior to the effective date of termination. Termination of this AGREEMENT shall likewise terminate any outstanding Task Orders.
11. DISPUTES

11.1 In the event that a dispute arises under this AGREEMENT, it shall be determined by a Dispute Board in the following manner: Each Party to this AGREEMENT shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, relevant Task Order, AGREEMENT terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. All costs for the additional appointed member shall be shared equally between the Parties.

12. LEGAL RELATIONS

12.1 Each Party to this AGREEMENT shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this AGREEMENT. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the Party; Provided that if such claims, suits, or actions result from (a) the concurrent negligence of the Parties, or (b) involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

12.2 The Parties specifically assume potential liability for actions brought by the Party's own employees against the other Party and, solely for the purposes of this indemnification, the Parties mutually waive any immunity they might have under the state industrial insurance laws, Title 51 RCW.

12.3 This indemnification shall survive the termination of this AGREEMENT.

13. GOVERNANCE

13.1 This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

13.2 In the event of an inconsistency in the terms of this AGREEMENT, or between its terms and any Task Order entered into pursuant to Section 3, or any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Any Task Order entered into pursuant to Section 3 and its Scope of Work and materials incorporated by reference; and
c. The provisions of this AGREEMENT.
14. ASSIGNMENT

14.1 This AGREEMENT, and any Task Order entered into pursuant to Section 3, as well as any claim arising thereunder, is not assignable or delegable by either Party in whole or in part.

15. SEVERABILITY

15.1 If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

16. ALL WRITING CONTAINED HEREIN

16.1 This AGREEMENT contains all the terms and conditions agreed upon by the Parties, except for Task Orders that have been entered into by the Parties pursuant to Section 3, which are incorporated herein by reference. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT or such Task Orders shall be deemed to exist or to bind the Parties hereto.

17. WARRANTY

17.1 Each Party, its employees, agents, and assigns warrant its (they) has/have the necessary training, skill and experience (and certification where applicable) necessary to safely operate equipment and materials owned by the other Party and loaned for temporary use. Any injury or loss of life shall not be indemnified by the other Party if such injury or loss occurred as a result of the employee’s negligence and/or misuse of equipment or materials.

18. CONTRACT MANAGEMENT

18.1 The program manager for each of the Parties shall be responsible for and shall be the contact person for all communications and invoices for Task Orders under this AGREEMENT.

The Program Manager for the COUNTY is:

Rick Blake
Mason County
Road Maintenance Manager
415 North 6th ST
P.O. Box 1850
Shelton, WA 98584-3422
(360) 427-9670 ext. 384
The Program Manager for the STATE is:

Joyce Komac
Washington State
Department of Transportation
8293 SE Spring Creek Road
Port Orchard, WA 98367-8192
(360) 874-3050
jkomac@wsdot.wa.gov

AND/OR

Tom Gibbs
Washington State
Department of Transportation
4801 Olympic Highway
Aberdeen, WA 98520-6922
(360) 533-9346
gibbst@wsdot.wa.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the day and year first above written.

MASON COUNTY:

By: William J. Tidmore
County Engineer

Date: 2/13/07

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION:

By: Kevin J. Dayton, Region Administrator

Date: 2/15/07

APPROVED AS TO FORM ONLY:

By: [Signature]
County Attorney

Date: 2/13/07

APPROVED AS TO FORM:

By: [Signature]
Assistant Attorney General

Date: 2/5/07

Page 6 of 6
GM 1464
Amendment No. 1
Reciprocal Maintenance Agreement

This Amendment No. 1 is made and entered into between the Washington State Department of Transportation, hereinafter the “STATE,” and the Mason County, Department of Public Works, 100 W Public Works Drive, Shelton WA 98584-5016, hereinafter the “COUNTY.”

WHEREAS, the Parties entered into Agreement No. GM 1464 on February 15, 2007 for the sharing of their labor, equipment, and materials on a reimbursable basis when available, and

WHEREAS, both Parties agree to a revise the Agreement for the period of performance and to correct the reimbursable payment obligations to conform to existing law,

NOW, THEREFORE, pursuant to RCW 47.12.066, RCW 47.28.140, RCW 39.34.080, and RCW 39.34.130, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 2, PERIOD OF PERFORMANCE is deleted in its entirety and replaced with:

2. PERIOD OF PERFORMANCE

2.1 The period of performance of this Amendment No. 1 shall commence upon execution of this Amendment No. 1 and extend for a term of one year unless terminated sooner, pursuant to Section 10, Termination. This Amendment No. 1 shall automatically renew for successive one (1) year terms, unless terminated as provide herein, or for maximum term of ten (10) years, unless thereafter amended by both Parties in writing.

2. Section 4.1, is deleted in its entirety and replaced with:

4.1 (A) The STATE receiving labor, equipment or materials under this AGREEMENT shall fully reimburse the COUNTY’s actual direct and related indirect costs. The STATE receiving equipment or materials under this AGREEMENT shall fully reimburse the COUNTY the fair market value of the materials and/or the economic rent of the equipment in accordance with the provisions of RCW 47.12.066(1)

4.1 (B) The COUNTY receiving labor under this AGREEMENT shall fully reimburse the STATE’s actual direct and related indirect costs. The COUNTY receiving equipment or materials under this AGREEMENT shall fully reimburse the STATE the fair market value of the materials and/or the economic rent of the equipment in accordance with the provisions of RCW 47.12.066(1)

3. Section 18, CONTRACT MANAGEMENT, is deleted in its entirety and replaced with:

18. CONTRACT MANAGEMENT
18.1 The STATE and the COUNTY have designated the following Representatives for all communication under this AGREEMENT:

COUNTY:
Mason County Operations & Maintenance Manager
100 W Public Works Drive
Shelton WA 98584-5016
(360) 427-9670 ext. 384

STATE:
Washington State Department of Transportation
Area 2 Maintenance Superintendent
8293 Spring Creek Road SE
Port Orchard, WA 98367-8192
(360) 874-3057

And

Washington State Department of Transportation
Area 4 Maintenance Superintendent
4801 Olympic Highway
Aberdeen, WA 98520-6922
(360) 538-8535

4. All other terms of AGREEMENT No. GM 1464 shall remain in effect, except as modified by Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year last written below.

MASON COUNTY

BY: __________________________
Melissa McFadden, PE – County Engineer
DATE: _________________________

APPROVED AS TO FORM ONLY:
By: __________________________
Tim Whitehead – Chief DPA
Date: _________________________

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

BY: __________________________
Troy Cowan – ARA – Maintenance & Operations
DATE: _________________________

APPROVED AS TO FORM
By: __________________________
Scott Lockwood, Assistant Attorney General
DATE: 3/6/2017
ITEM: North Bay Reclamation Facility - Turbidimeters

Background: The North Bay Water Reclamation Facility has three online HACH 1720D turbidimeters. Turbidity is a measure of the clarity of the treated effluent and is a parameter of compliance in our Discharge Monthly Report (DMR) we submit to Ecology. Two of our turbidimeters measure water clarity after our effluent filters and one before the filters. The turbidity after the filters is what determines our permit compliance.

The three turbidimeters at North Bay are at the end of their lives. The control boards are failing; parts have been swapped out multiple times and work intermittently, resulting in the operators having to take samples and record turbidity from our lab turbidimeter.

The Public Works U&W Management Division requested quotes for new turbidimeters and received three quotes. The costs of the meters, not including service packages or taxes, are:

1) HACH 1720E is $9,411
2) Lovibond PTV 1000 is $9,600
3) HACH TU 5300 is $12,268

The costs for the new turbidimeters would come within the existing operations and maintenance budget for the North Bay System.

Recommended Action: Recommend the Board authorize U&W Management Division to purchase the HACH 1720E Turbidimeters for the North Bay Water Reclamation Facility.

Attachment: Quotes
Quote Number: 100230515v6
Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 16-Feb-2017
Quote Expiration: 17-Apr-2017

MASON COUNTY DEPARTMENT
UTILITIES & WASTE MGMT
PO BOX 578
SHELTON, WA 98584

Name: BART STEPP
Phone: 360-427-9670 x652
Email: bstepplco.mason.wa.us

Customer Account Number: 114600

Sales Contact: Dusty Williams  Email: cwilliam@hach.com  Phone: 800-227-4224 x6283

<table>
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<th>Line</th>
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<th>Qty</th>
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<th>Extended Price</th>
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<td>3</td>
<td>6010101</td>
<td>1720E TURBIDIMETER, SENSOR ASSEMBLY</td>
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<td>4,899.00</td>
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</table>

Hach will be discontinuing the 1720E sensors sometime in 2018. The direct replacement will be the TU5300.

Grand Total: $9,411.00

TERMS OF SALE

Freight: Ground Prepay and Add

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1) A statement of intended end-use; 2) Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear and use, chemical / biological weapons, missile technology); and 3) Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:
Terms are Subject to Credit Review
Please reference the quotation number on your purchase order.
Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase.

Sales Contact:
Name: Dusty Williams
Title: Account Representative
Phone: 800-227-4224 x6283
Email: cwilliam@hach.com

Prepared By:
Name: Danielle Palazzi
Title: Inbound Support
Phone: 800-227-4224 x6170
Email: dpalazzi@hach.com
ADVANTAGES OF WORKING WITH HACH

Technical Support
Provides post-sale instrumentation and application support
✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during, and after the sale.
✓ Available via phone, email, or live online chat at Hach.com!
✓ Toll-free phone: 800-227-4224
✓ Email: techhelp@hach.com

SiRR Delivery Program
The Scheduled Inventory Reagent Replacement (SiRR) Program offers an uninterrupted supply of reagents
✓ Lower inventory costs and fresh supplies
✓ Reduced paperwork – one purchase order for the entire year
✓ Automatic shipments on your schedule
✓ Easier budgeting

Hach WarrantyPlus™ Upgrade
Instrument Protection and Service
✓ Savings of more than 20% versus a “pay as you go” approach
✓ Freedom from maintenance
✓ Worry-free compliance with Hach's certification
✓ Fixed maintenance budget for the entire year

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery
✓ Receive tracking numbers on your order acknowledgement
✓ Hach will assist with claims if an order is lost or damaged in shipment

Save Time – Less Hassle
✓ No need to set up deliveries for orders or to schedule pickup
✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.

Save Money
✓ No additional invoice to process – save on time and administrative costs
✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ¹, ², ³ Pricing Effective 10/3/2016

<table>
<thead>
<tr>
<th>Total Price of Merchandise Ordered</th>
<th>Standard Delivery (Mainland USA)</th>
<th>Second Day Delivery (Mainland USA)</th>
<th>Next Day Delivery (Mainland USA)</th>
<th>Second Day Delivery (Alaska &amp; Hawaii)</th>
<th>Next Day Delivery (Alaska &amp; Hawaii)</th>
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<tr>
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<td>$11.99</td>
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<td>$54.99</td>
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<td>4% of Net</td>
<td>6% of Net</td>
<td>4% of Net</td>
<td>6% of Net</td>
<td>$30.43</td>
</tr>
</tbody>
</table>

1 Shopping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shopping & Handling charges will be paid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shopping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii. Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX
Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.
This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated, a previously executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach’s goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoice charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and no returnable damage has occurred. For orders having a final destination outside the U.S., Hach will not cancel an order on ninety (90) days prior written notice and refund will be prorated based on the duration of the service plan. Inspections and reinspection fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order for a delivery without liability. An order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoforms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 6 am - 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include sales, use, excise or other taxes; sales, use, import or excise duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; custom fees; special permits or licenses; or other charges imposed upon the products, sale, distribution, or delivery of the Products. Buyer will pay all costs of delivery and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the address above or by wire transfer to the account stated on the face of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) withhold future shipments until delinquency payments are made; (b) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (c) charge interest on the delinquencies at the rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (d) repossess the Products for which payment has not been made; (e) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all amounts owed under this or any other sums, whether liquidated or not, that are due or may be due Buyer from Hach or any of its affiliates, should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security, if Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of the Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.S.C., as well as the remedies stated above for late payment or non-payment. See §§ for further wire transfer requirements.

7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of Products. Further, to the same extent as parts having equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as batteries, filters, maintenance fluids, or light bulbs. All other warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for breach of contract or for any failure to meet this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assigns, affiliages, directors, officers, and employees ("Indemnified Parties") Hach is responsible for and will defend, and hold harmless the Hach Indemnified Parties from all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of this Limited Warranty. In the event of an Indemnified Party's failure to defend, and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from and against all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of Hach's patents (or any non-infringing, products, or methods to which they become non-infringing) or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the U.S. Patent Office against Buyer. Buyer agrees to defend, and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's activities when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to alter or modify any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
11. SOFTWARE: All licenses to Hach’s separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants a non-exclusive and non-transferable right to access and use the software provided by Hach with Products purchased heretofore solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Hach may use under the terms any applicable open source license(s), which the open source distributed is Hach. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or print media, which Buyer may use under the terms any applicable Proprietary Information licensed to Buyer and which the open source distributed is Hach. Buyer agrees that it will be bound by any and all such Proprietary Information terms with the applicable licensor(s).

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to Buyer and shall have no liability with respect to any such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products’ delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel, and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach’s operating manuals; (c) the use of replacement parts or accessories not supplied by Hach; (d) damage resulting from acts of war, terrorism, or nature; (e) services outside standard business hours; (f) site preparation not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer’s specifications upon activation of a service agreement.

14. SITE ACCESS/ PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with the delivery hereunder, Buyer agrees to permit prompt access to equipment, and Buyer assumes full responsibility for back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer’s premises with all information and training required under applicable safety compliance regulations and Buyer’s policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be entered into an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard rate per hour and expense reimbursement for such training being attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit, or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach’s catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additves, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is voided if any products covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless specifically specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable Hach and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having jurisdiction with respect thereto.

17. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or conditions that are beyond its control, of including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusal to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, delays in transportation, or any Act of God, labor strikes, lockouts; riots; strikes; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of any such circumstances affecting the delivery date, payment terms and payments under any contract or credit for the delivery terms of Contract, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach’s written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any of the terms or conditions of this Contract will not constitute as hereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products due to inaccurate measurements or reporting; or the cost of substitute products or services. Buyer agrees to indemnify, defend, and hold Hach harmless against any and all claims of Buyer’s customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of any inaccuracy hereunder shall be limited in amount to the amount paid by Buyer for the Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal, void or unenforceable, the remainder shall not be affected without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in accordance with a court of competent jurisdiction in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach’s acceptance of Buyer’s order for the described goods and services.
22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach’s Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.
## Quote

**Correct Equipment**

14576 NE 95th St  
Redmond, WA 98052  
877-371-4555

**Name / Address**

Mason Co. Util. & Waste Manage  
PO Box 57R  
Shelton, WA 98584

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<tr>
<th>Item</th>
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<th>Total</th>
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<td>9,600.00</td>
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<td>1</td>
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**Toll Free:** 877-371-4555  
**www.correctequipment.com**  
**Fax:** 425-869-1033

**Date:** 3/16/2017  
**Quote #:** 3267

---

**NET 30 Days**  
**RNT Cost:**

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**Total:** $10,497.38
**Quote Number:** 100230515v4
Use quote number at time of order to ensure that you receive prices quoted.

**Quote Date:** 16-Feb-2017

**Quote Expiration:** 17-Apr-2017

**MASON COUNTY DEPARTMENT UTILITIES & WASTE MGMT**
PO BOX 578
SHELTON, WA 98584

Name: BART STEPP
Phone: 360-427-9670 x652
Email: bstepp@co.mason.wa.us

Customer Account Number: 114001

**North Bay Water Reclamation Facility**
1001 Reclamation Ridge Rd
Allyn, WA 98524

Name: BART STEPP
Phone: 360-427-9670 x652
Email: bstepp@co.mason.wa.us

Sales Contact: Dusty Williams
Phone: 800-227-4224 x6283
Email: cwilliam@hach.com

**Pricing Quotation**

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<td>LXV400.99.1R172</td>
<td>Probe Module, sc1000</td>
<td>1</td>
<td>1,686.00</td>
<td>5%</td>
<td>1,601.70</td>
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<td>3</td>
<td>WRTUPGSC1000</td>
<td>Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1-on-site factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for &quot;down&quot; instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.</td>
<td>1</td>
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<td>4</td>
<td>LXV445.99.13112</td>
<td>db ee TU5300sc TURB, SYSCHK, RFID, EPA</td>
<td>3</td>
<td>2,472.00</td>
<td>5%</td>
<td>7,045.20</td>
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<td>5</td>
<td>WRTUPGTU53XX - 4 VISIT</td>
<td>WarrantyPlus Service Agreement includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for &quot;down&quot; instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Cleaning Module Accessory is not covered under this offering.</td>
<td>3</td>
<td>748.00</td>
<td></td>
<td>2,264.00</td>
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<td>6</td>
<td>S743700</td>
<td>SVLAVE, SHUT-OFF, 2-WAY F/1/4&quot; TBG</td>
<td>3</td>
<td>31.69</td>
<td>5%</td>
<td>90.33</td>
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<td>7</td>
<td>LZY911</td>
<td>STubing Set (inlet and outlet - black) TU5xxx</td>
<td>3</td>
<td>43.84</td>
<td>5%</td>
<td>124.95</td>
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**Grand Total:** $14,040.28

**Recommended Accessories & Services**

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<tr>
<th>Line</th>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>% Disc</th>
<th>Net Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
</table>

**Recommended Accessories & Services**

Page 1 of 2
TERMS OF SALE

Freight: Ground Prepay and Add

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company’s Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company’s website at www.hach.com/terms. Hach TCS are contained directly or by reference in Hach’s offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach’s offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer’s issuance of a purchase order document against Hach’s offer; (ii) acknowledgement of Buyer’s order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer’s order. Provisions contained in Buyer’s purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear and use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:
Terms are Subject to Credit Review
Please reference the quotation number on your purchase order.
Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales. Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Refernce attached Freight Charge Schedule and Collect Handling Fees. This Quote is good for a one time purchase.

Sales Contact:
Name: Dusty Williams
Title: Account Representative
Phone: 800-227-4224 x5283
Email: cwilliam@hach.com

Prepared By:
Name: Dusty Williams
Title: Sales Representative
Phone: 800.227.4224 x5283
Email: cwilliam@hach.com
ADVANTAGES OF WORKING WITH HACH

**Technical Support**
- Provides post-sale instrumentation and application support
- Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during, and after the sale.
- Available via phone, e-mail, or live online chat at Hach.com!
- Toll-free phone: 800-227-4224
- E-mail: techhelp@hach.com

**SIRPR Delivery Program**
The Scheduled Inventory Reagent Replacement (SIRPR) Program offers an uninterrupted supply of reagents
- Lower inventory costs and fresh supplies
- Reduced paperwork - one purchase order for the entire year
- Automatic shipments on your schedule
- Easier budgeting

**Hach WarrantyPlus™ Upgrade**
- Instrument Protection and Service
  - Savings of more than 20% versus a "pay as you go" approach
  - Freedom from maintenance
  - Worry-free compliance with Hach's certification
  - Fixed maintenance budget for the entire year

www.Hach.com/sirpr

www.Hach.com/warrantyplus

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

**Safe & Fast Delivery**
- Receive tracking numbers on your order acknowledgment
- Hach will assist with claims if an order is lost or damaged in shipment

**Save Time – Less Hassle**
- No need to set up deliveries for orders or to schedule pickup
- Hach ships orders as product is available, at no additional charge, when simplified shipping and handling is used.

**Save Money**
- No additional invoice to process - save on time and administrative costs
- Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES 1, 2, 3

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<td>$0.00 - $49.99</td>
<td>$11.99</td>
<td>$29.99</td>
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<td>$409.10</td>
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<tr>
<td>Over $10,000</td>
<td>2% of Net Order Value 4% of Net Order Value 6% of Net Order Value 4% of Net Order Value 6% of Net Order Value 6% of Net Order Value</td>
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</tr>
</tbody>
</table>

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment released and is based on the total price of each shipment released. Shipping & Handling charges are subject to change without notice.
2 Additional Shipping & Handling charges will be applied to orders containing bulky and/ or especially heavy orders. Refrigerated and any weather samplers do not qualify for simplified shipping & handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX
Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.
This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company as its affiliates. Unless otherwise specified written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are subject to and shall be read in conjunction with Buyer's order, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subdivide from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION: Buyer may cancel orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and inventory charges as applicable, provided that Buyer returns such goods to Hach at buyer's expense within 30 days of delivery and/or return to Buyer's factory within 60 days of Buyer's order date. Buyer may cancel only part of any order, provided such cancellation is in writing. All cancellation fees are earned on all orders not cancelled on or before the 700th day after order date. Buyer may cancel orders on any order. If an order is cancelled, Buyer may only return such Product to Hach on Buyer's own account and expense, for credit to Buyer's account. Buyer's accounts are subject to the credit policies of Hach and are not assigned. Buyer shall be subject to the foregoing cancellation terms unless otherwise specifically stated in writing.

3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Locomotors 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Hach will not offer any discounts to Buyer for end use in a member state of the E.U. that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder. Buyer's price shall not be reduced for the sole reason it offers a lower price or bidder's costs to such sale. Buyer may not resell the Products at a price substantially lower than the quoted price or for a period of time that is not a fair market value of the Product and meets minimum order requirements. Buyer agrees to inform Buyer's customers of Buyer's price and terms of sale. Buyer shall not use Hach's name or any other mark or logo on any products made for resellers or distributors. Buyer may not make or sell products that are substantially similar to any Products for which Buyer has a current contract or agreement with Hach.

6. PAYMENTS: All payments must be made in U.S. dollars. For internet orders, the purchase price is due at the time of order. For all other orders, payment is due and payable within 30 days of date of invoice. Hach may require that Buyer make advance payment for any order, and/or modify this contract and/or hold creditors to Hach may require cash or credit card payment in advance of delivery. In the event that payment is not made when due, in such manner as Hach may require, Buyer may require delivery without liability if the delinquent payments are made; (c) deliver future shipments or cash-in-advance basis even after the delinquency is cured; (d) charge late fees to the accounts at the rate of 1%-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossession the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that may be owed by Hach to Buyer, except for any monies owed by Hach to Buyer, or any dispute therewith.

7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of work may not be refurbished or refurbished parts functioning equivalent to new parts. Any non-functional parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties and representations made by or on behalf of Hach or Buyer are hereby disavowed, expressly rejected, or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole and exclusive remedy for any claim meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to any party and to such party's successors-in-interest, assigns, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for all and any and all losses, claims, expenses or damages which may result from, accident, injury, death or damage to Hach's breach of the Limited Warranty. This indemnification is in addition to the parties to the agreement. Buyer agrees to pay, defend, indemnify and hold harmless the Indemnified Parties against all losses, claims, expenses or damages which may result from, accident, injury, death or damage due to negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sets to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not settle the suit. If Buyer settles the suit or is enjoined, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when Products of Buyer other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and any damage or losses costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above indemnification Buyer agrees to indemnify and hold harmless Hach for patent infringement related to (i) any goods manufactured to Buyer's design, (ii) services provided in accordance with the Buyer's instructions, or (iii) Products made in combination with any other device, parts or software not provided by Hach heretofore.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

v. 2013-05-03
11. SOFTWARE. All licenses to Hach’s separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants to Buyer a non-excluder, non-assignable, personal, non-transferable license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which may use terms under the terms and conditions of the open source license, or otherwise be distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY. "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, notes, drawings, artwork, or otherwise, which Hach considers proprietary, including but not limited to its limited to service and maintenance manuals. Buyer and its customers, employees or agents will keep confidential all Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach’s prior written consent, or use it for the manufacture, procurement, servicing or calibrating of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other person, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach’s property.

13. CHANGES AND ADDITIONAL CHARGES. Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products subsequently delivered.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, excluding any criticism resulting from acts of nature, terrorism or nature; (c) services outside standard business hours; (f) site work not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer’s specifications upon activation of a service agreement.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach’s catalogs and literature as intended uses. Unless Hach has advised Buyer in writing, in no event will Buyer use any Products in drugs, drugs adveits, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use any in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach for such modified, altered, or repurposing of the Work shall not in any event be extended and shall be cancelled and terminated. Buyer will not sell, gift, lease, transfer, assign, or otherwise dispose of the Products or any Product or component part thereof, or any part thereof, or any part or component of any Product unless by Hach’s written consent.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS. Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations governing the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will not engage in any necessary export licenses in connection with any transfer, re-export, re-transfer, and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, or use Hach Products or technology in any facility which engages in activities related to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions in respect to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer’s business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"). Buyer will ensure that use of any Product or technology, or any part or component thereof, where the receipt of money or provision of anything of value will be offered, promised, paid or transferred, will not result in the payment of money or any other bribe, kickback, or other payment prohibited by law. Buyer will not offer or promise to provide anything of value to any national government, local government, federal or state government official, to any political party or official, to any candidate for any political office or political party to induce such organizations or persons to use their influence or authority to obtain or retain an improper advantage for Buyer. Buyer accepts as "Speaks UP" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://www.hach.com/privacy-and-compliance and www.danaherinholly.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockades, restrictions or freeze of assets, delays or refusal to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, storms, other weather conditions; or any acts of God. If any force majeure circumstances extend for a period of time equity will extend to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent.

19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than the Products purchased hereunder; damages incurred in installation, repair or replacement, lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims by Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of or in connection with the performance hereunder shall not exceed the purchase price paid by Buyer for the Products purchased hereunder. Hach shall not be liable for any indirect, special, incidental or consequential loss or damage of any kind including without limitation the cost of any substitute equipment or replacement equipment or product, the cost of any accelerated expenses, loss of production, loss of sales, lost business, or lost profits or any other pecuniary loss or damage, or any other consequential loss or damage other than the loss of the Product or Products purchased hereunder. If Hach is held liable for any loss or damage, Buyer shall be entitled to recover only the direct loss or damage and the portion of any such liability or loss which is allocable to a single Product or group of Products. In no event shall Hach's total liability exceed the sum paid by Buyer for the Products purchased hereunder. Buyer agrees that this limitation of liability is an essential provision of this Contract that is agreed to in part by the authorization of its execution and delivery.

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws relating to conflict of laws. If any provision of this Agreement is not enforceable, that portion hereof is dissolved to the extent necessary to make such provisions enforceable. In the absence of otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Agreement which is not resolved by the parties shall be adjudicated in accordance with the judgment of a court of competent jurisdiction in the State of Colorado, U.S.A. If Hach has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Hach has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, written or oral. No change in or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it amends these Terms & Conditions of Sale and signed by an authorized representative of Hach. In the event of any conflict between this Contract and any previous oral or written agreements or representations by or on behalf of Hach, the terms of this Contract shall control. Hach disclaims any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services. ** **
Additional Provisions

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach’s Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.
MASON COUNTY
AGENDA ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS
From: Becky Rogers
DEPARTMENT: Support Services
DATE: 4/4/2017

BRIEFING DATE: N/A
BRIEFING PRESENTED BY:
[ X ] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD
Please provide explanation of urgency

ITEM:
Approval of Veterans Assistance Fund applications for: Necessity Items $150.00 and Utilities $248.83 for a total of $398.83.

Background: The Veteran Service Team reviews veteran applications to determine eligibility for assistance at the following two locations: (1) Memorial Hall – 210 W. Franklin, Shelton; Monday – Wednesday from 9 am – 12 noon and 1:00 pm – 3:30 pm, or by appt. (360) 426-4546 and also at (2) North Mason Veterans Service Center – 140 NE State Route 300, Belfair; Mon – Thurs from 9:00 am – 4:00 pm, or by appt. (360) 552-2303. Listed are applications recommended for approval by the Veterans Service Team.

Per Resolution No. 35-16.

RECOMMENDED ACTION:
Move to approve the Veterans Assistance Fund applications for: Necessity Items Necessity Items $150.00 and Utilities $248.83 for a total of $398.83 as recommended by the Veterans Service Office.

Attachment: Applications on file with Clerk of the Board.
ITEM: We are seeking authorization to reestablish budget line 001.000000.020.514.510110.0000.00 for an Appraiser I, II, or III.

BACKGROUND: We are not requesting funding for this position, only authorization to fill the position. Our office will absorb all costs within our current budget. Once this budget line is reestablished, we will request the budget department to transfer the amount we currently have budgeted for line 001.000000.020.000.514.510120.0000.00 Clerk (currently vacant) to the reestablished Appraiser line.

RECOMMENDED ACTION: Authorize budget line 001.000000.020.514.510110.0000.00 Appraiser I, II, or III to be reestablished with no additional funding and remove budget line 001.000000.020.000.514.510120.0000.00 Clerk. The funding from the Clerk budget line will be transferred to the reestablished Appraiser budget line.

ATTACHMENT(S): N/A
TO: BOARD OF MASON COUNTY COMMISSIONERS

From: Jennifer Giraldes
DEPARTMENT: Support Services
DATE: April 4, 2017

BRIEFING DATE:

BRIEFING PRESENTED BY:

[X] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD
Please provide explanation of urgency

ITEM:
Approval of Warrants

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Total: $2,417,779.02

Background: The Board approved Resolution No. 80-00 Payment of Claims against County: Procedure Authorizing Warrant Issue and Release Prior to Board Claim Approval. Mason County Code 3.32.060(a) requires that the board enter into the minutes of the County Commissioners the approval of claims listing warrant numbers.

- Claims Clearing YTD Total: $7,397,517.62
- Direct Deposit YTD Total: $3,273,909.97
- Salary Clearing YTD Total: $4,333,360.81
- Approval of Treasurer Electronic Remittances YTD Total: $2,084,341.24

RECOMMENDED ACTION:

Approval to: Move to approve the following warrants:

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Attachment(s): Originals on file with Auditor/Financial Services (Copies on file with Clerk of the Board)
MASON COUNTY
AGENDA ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS

From: Jeff Vrabel
DEPARTMENT: Support Services
DATE: 4/4/17
BRIEFING DATE: 3/13/17
BRIEFING PRESENTED BY: Jeff Vrabel

[ ] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD
Please provide explanation of urgency

Item:
Advertisement for Bids Sandhill Park Renovations project funded in part with a Recreation and Conservation Funding (RCO) grant.

Background:
The County has been awarded a RCO Local Parks grant for $225,000 to renovate Sandhill Park Fields 1 and 2.
The design work has been completed and the project is ready to be let for bids.

Cost Impact to the County:
The 50% required match of $225,000 has been budgeted and will be funded under REET 2.

Approval to:
Authorization for staff to let the bid and run the advertisement in the Journal and post at the Builder's Exchange website.

Attachment(s):
Advertisement for Bids
ADVERTISEMENT FOR BIDS
MASSON COUNTY PARKS & TRAILS DEPARTMENT
SHELTON, WASHINGTON

SANDHILL COUNTY PARK RENOVATIONS
PROJECT NUMBER 2017-001

SEALED BIDS will be received for the SANDHILL COUNTY PARK RENOVATIONS at the office of the Mason County Board of County Commissioners, located in Building 1, 411 North 5th Street, Shelton, Washington, 98584, until 1:00 PM local time, Thursday, April 27, 2017, at which time they will be publicly opened and read aloud.

The scope of work covers the renovation of two existing youth baseball fields and associated facilities located at Sandhill County Park, 1000 NE Sand Hill Road, Belfair, WA 98528, including, but not limited to: demolition, new dugouts, fencing and backstops, natural turf sportsfield construction, concrete work, HMA paving, grading, grassing, and irrigation. All work will be in accordance with the published Bid Documents.

The Estimate of Probable Cost ranges from $320,000.00 - $340,000.00 for the Base Bid Scope of Work.

A non-mandatory Pre-Bid Conference will be held at the project site at 11:00 a.m. PST, Thursday, April 20, 2017.

This Project does not have Federal Aid Funding.

Free-of-charge access to project Bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to the Builder’s Exchange at www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Mason County Facilities, Parks, and Trails Department". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders “Register” in order to receive automatic e-mail notification of future addenda and to place themselves on the “Self-Registered Bidders List”. Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project.

Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. PLEASE NOTE: If you obtain bid documents through any process other than through registration on Builder’s Exchange, you will NOT be added to the list of Bidders who receive bid packet addenda and other information sent to those who register as Bidders.

ALL BIDS shall be accompanied by a Bid Proposal Deposit in the form of a Surety Bond, Cashier’s Check, or Certified Check in an amount equal to five percent (5%) of the amount of the Bid proposal. Bidders shall use the Bid Bond form provided in the Bid Documents. Should the successful Bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the Specifications, the Bid Proposal Deposit shall be forfeited to Mason County.

ALL BIDS must be in writing on forms provided in the Project Manual, sealed and filed with the Clerk of the Mason County Board of County Commissioners on or before the day and hour above-mentioned.

All questions regarding the Bid Documents shall be directed to Donald Campbell, Project Manager, at D2@rwdroll.com. If necessary, inquiries will be answered via Addendum. Responses and clarifications shall not be made within 48 hours of the Bid time.

The Mason County Board of County Commissioners does not discriminate against any entity based upon any status protected by law in consideration for award of a Contract.

The Mason County Board of County Commissioners reserves the right to accept or reject Bids on each item separately or as a whole, to reject any or all Bids, to waive informalities and to contract as to the best interest of Mason County.

PUBLISHED: 4/13/17 and 4/20/17
**ITEM:** Set hearing date to amend the development code for the Shelton UGA (Chapter 17.07) to remove the prohibition of self-storage from the industrial zoning district.

**Background:**
MCC 17.07, addresses industrial zoning regulations within the Shelton UGA. MCC 17.07.650 currently identifies self-storage as the only outright prohibited use in this zoning class. This application is requesting elimination of this prohibited use. County staff recommended that a development regulation amendment to change allowable use be proposed instead of a rezone of the parcel to general commercial (which allows self-storage). However, a rezone to commercial is a perfectly acceptable alternative.

**RECOMMENDED ACTION:** Set a Public Hearing for April 25, 2017 to amend the development code for the Shelton UGA (Chapter 17.07) to remove the prohibition of self-storage from the industrial zoning district.

**Attachment(s):** Staff Report, Ordinance, Attachment A, and Notice of Hearing
REMOVE SELF STORAGE PROHIBITION IN INDUSTRIAL ZONING

SHELTON URBAN GROWTH AREA
CHAPTER 17.07 - INDUSTRIAL ZONE
PROHIBITED USES, §17.07.650

STAFF CONTACT
Barbara A. Adkins, AICP
Ext #286

APPLICANT
Mr. Kerry Ritland
Freedom SS, LLC
6013 Rocky Mountain Drive, SW
Olympia, WA 98512

SUMMARY OF PROPOSAL
Applicant is requesting the Planning Advisory Commission to consider amending the development regulations for the Shelton Urban Growth Area to remove the prohibition of self storage from the Industrial zoning district.

ANALYSIS
The provision of self storage facilities continues to fall into the spotlight as a popular request Commissioner action. Recent interests in self storage entrepreneurship have sparked activity to either amend the County's code to allow it in certain zoning districts or to change the zoning district to one that already allows it. Either way, it is clear that there is both the necessity and the desire for changes within the County that address residential and commercial storage needs.

The applicant has an interest in a single property that already has an established self storage business on it predating the adoption of Shelton's urban growth area regulations. This zoning, however, now prohibits the use and the business is unable to expand under the County's non-conforming use laws. Attachment A to this Report is the Applicant's written testimony in support of his application.

INDUSTRIAL ZONING
The Shelton Urban Growth Area's subarea plan has a very limited discussion of zoning districts giving no specific guidance as to intent, purpose, and Implementation strategies. This likely due to
the fact that regulations for the UGA are nearly a mirror image of those for the City of Shelton and any desired explanation can be found in the City's Plan. Shelton's urban growth area was sized specifically to accommodate the City's future growth and is intended for annexation over the long term. That being the case, utilizing the City's regulations in an area that may at some point fall under the City's jurisdiction makes the most sense.

Looking to their Comprehensive Plan, Industrial zoning "provides for moderate to heavy industrial development ... in order to provide needed goods, materials, and services to ensure the economic..." The provision, of course, is to accommodate future populations as projected in both the City's and the County's Plans. Mason County has approximately 1,680 acres of industrially zoned land with 689% being vacant, underdeveloped, or re-developable. Of that total, 95% of the vacant industrial land is located within the Shelton UGA. Opening up the land use possibilities within that UGA may spur development activities that help realize the area's economic potential.

**PROPOSED AMENDMENTS**

The amendments below represent the proposed code revisions reflected in the Draft Ordinance, a copy of which is attached.

**SHELTON URBAN GROWTH AREA**

**CHAPTER 17.07 - Development Regulations**

**ARTICLE 6 - INDUSTRIAL**

§17.07.650 - Prohibited uses.

Uses other than those identified or described in Sections 17.07.620, 17.07.630 and 17.07.640 in this chapter are prohibited. Prohibited uses are generally those uses that convert industrial land to a non-industrial purpose, have the potential to be disrupted by the noise and activity commonly associated with industrial development. **Prohibited uses in the industrial zone include, but are not limited to, the following:**

A. Self-storage facilities.

**STATE ENVIRONMENT PROTECTION ACT (SEPA)**

This proposed amendment is categorically exempt from SEPA review under WAC 397-11-800(19) "Procedural Actions".

**PUBLIC NOTIFICATION**

All public meeting notices will be mailed to all parties of interest and posted in accordance with MCC 15.07.030.
SUMMARY AND RECOMMENDATION

Staff would ask that the Planning Advisory Commission recommend approval of this code amendment to the Mason County Board of Commissioners.
ORDINANCE amending Title 17, Zoning, Chapter 17.07, Industrial, of the Mason County Code with respect to the Shelton Urban Growth Area.

WHEREAS, amendments to Title 17 of the Mason County Code fall under the authority of Chapter 36.70 and 36.70A RCW;

WHEREAS, Section 17.07.650 outlines the prohibited uses for the Industrial zoning district of the Shelton Urban Growth Areas;

WHEREAS, the current code specifically prohibits "self-storage facilities" as a permitted use, an accessory use, or a use allowed under a special use permit within that zoning district; and

WHEREAS, this Ordinance amends Section 17.07.650 to remove "self-storage facilities", as a prohibited use within the Industrial district of the Shelton Urban Growth Area; and

WHEREAS, the Mason County Planning Advisory Commission conducted a public hearing on ______________ and recommend adoption of amendments by the Commissioners; and

NOW THEREFORE, BE IT HEREBY ORDAINED, that the Board of Commissioners of Mason County hereby amends the Mason County Code Title 17 (Zoning), to remove "self-storage facilities" as a prohibited use in Section 17.07.650. (See Attachment A)

DATED this ___ day of ___________ 2016.

ATTEST:

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Terri Jeffreys, Chair

APPROVED AS TO FORM:

Tim Sheldon, Commissioner

Randy Neatherlin, Commissioner
ATTACHMENT A

TITLE 17 - ZONING

CHAPTER 17.07 – DEVELOPMENT REGULATIONS
ARTICLE 2 – INDUSTRIAL
SECTION 17.07.650 – PROHIBITED USES

Article 6. – Industrial (I)
17.07.650 – Prohibited Uses

Uses other than those identified or described in Sections 17.07.620, 17.07.630 and 17.07.640 in this chapter are prohibited. Prohibited uses are generally those uses that convert industrial land to a non-industrial purpose, have the potential to be disrupted by the noise and activity commonly associated with industrial development.
Background

The applicant is the owner of an existing self storage property on E. Johns Prairie Road within the Shelton UGA (Freedom Self Storage, parcel 32004-43-00-00010). The applicant desires to add new buildings to this facility within the existing property boundary, which is fully fenced and gated for self storage use.

The property was originally permitted in 2005, anticipating a phased development. About one-third of the project was constructed between 2006 and 2008. Shortly thereafter the property was rezoned by the 2009 Shelton UGA zoning ordinance. This rezoning prohibits self storage, making Freedom Self Storage a non-conforming use without any possibility of expansion. The rezone also put a "cloud" over the legitimacy of a business that was legally developed just a few years earlier.

Proposal

MCC 17.07, which addresses industrial zoning regulations within the Shelton UGA. MCC 17.07.650 currently identifies self storage as the only outright prohibited use in this zoning class. This application is requesting elimination of this prohibited use. County staff recommended that a development regulation amendment to change allowable use be proposed instead of a rezone of the parcel to general commercial (which allows self storage). However, a rezone to commercial is a perfectly acceptable alternative.

Rationale

In MCC 17.07.650 prohibited uses in the industrial zoning district are stated as "generally those uses that convert industrial land to a non-industrial purpose, have the potential to be disrupted by the noise and activity commonly associated with industrial development". Singling out self storage appears to be arbitrary, as other allowed uses such as warehousing and open storage could result in the same outcome.

Self storage is similarly restricted in many other zoning classes, creating a situation where available land in Mason County to develop self storage is very limited even though public demand is very high. All self storage facilities in the Shelton area are full, and one facility in the Shelton UGA on Highway 101 is near the airport is proposing to close by the end of 2016 when that commercial property is redeveloped. In a recent request to Mason County to amend the permitted uses in the Low Density Mixed Use zoning in the Shelton UGA, DDR2016-00096, County staff stated that "the County's current regulations afford very few opportunities for personal storage businesses".

1 | Page
In addition, the County's zoning code in the UGA should closely match the City of Shelton's code because the Shelton UGA would eventually be annexed to the City. The Shelton Municipal Code Title 20.30, Industrial District, does not prohibit self storage. Therefore, it follows that the County's UGA zoning should also not prohibit it.

There is substantial and positive public interest in self storage in the Shelton UGA and also in the rest of Mason County as demonstrated by a high but unmet demand. This demand comes from both residential and commercial, particularly as the economy improves and residents and businesses move into the area and the need for short term storage space increases. Zoning regulation should not overly restrict a use when it can be demonstrated that such demand is present, development is compatible with other uses in the zoning district, and development is consistent with land use goals of the comprehensive plan. In the Shelton UGA, zoning should also be consistent with City of Shelton zoning.
Notice of Hearing

NOTICE IS HEREBY GIVEN that the Board of Mason County Commissioners will hold a public hearing at the Mason County Courthouse Building 1, Commission Chambers, 411 North Fifth Street, Shelton, WA 98584 on **Tuesday, April 25, 2017 at 6:30 P.M.**

SAID HEARING will be to consider the amendment of the development code for the Shelton UGA (Chapter 17.07) to remove the prohibition of self-storage from the industrial zoning district.

If you have any questions, please contact David Windom, MSHS, Director, Mason County Department of Community Services, at (360) 427-9670, Ext. 260. If special accommodations are needed, please contact the Commissioners’ office, (360) 427-9670, Ext. 419.

DATED this 4th day of April, 2017

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Clerk of the Board

c: Journal – Publish 2x: April 13 & April 20, 2017
(Bill: Community Services – 615 W. Alder St., Shelton, Wa 98584)
### MASON COUNTY AGENDA ITEM SUMMARY FORM

**TO:** BOARD OF MASON COUNTY COMMISSIONERS

**From:** David Windom

**DEPARTMENT:** Community Services

**COMMISSION MEETING DATE:** April 4, 2017

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**BRIEFING DATE:** March 27, 2017

**BRIEFING PRESENTED BY:** David Windom

[] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD

Please provide explanation of urgency:

**ITEM:** Set hearing date to make a correction to ORDINANCE amending Title 17, Zoning, Chapter 17.12, Commercial Zoning Districts in the Allyn UGA, Article I, Village Commercial District, Section 17.12.110, Purpose, Section 17.12.120, Permitted Uses and Section 17.12.160 – additional development and design criteria.

**Background:**
The Mason County BOCC passed an Ordinance at the March 14, 2017 hearing, which contained an error on line 29 of the ordinance. The PAC had discussed the issue of residential density and agreed to set a minimum of 4 units per dwelling – it spoke of it in terms of a “four-plex” as opposed to a triplex or duplex. When the oversight was brought to the PAC’s attention at its March meeting, it was agreed that the PAC wanted the correction to be considered by the BOCC. It is in some sense a technical correction, though it has potential impact. The Planning Advisory Commission is therefore asking that the Board consider this additional correction to the Allyn Village Commercial Zoning ordinance.

**RECOMMENDED ACTION:** Set a Public Hearing for April 25, 2017 to consider the proposed correction to ORDINANCE amending Title 17, Zoning, Chapter 17.12, Commercial Zoning Districts in the Allyn UGA, Article I, Village Commercial District, Section 17.12.110, Purpose, Section 17.12.120, Permitted Uses and Section 17.12.160 – additional development and design criteria.

**Attachment(s):** Staff Report, Ordinance, Attachment A, and Notice of Hearing
RESIDENTIAL USE RESTRICTIONS IN URBAN MIXED USE DISTRICTS

ALLYN URBAN GROWTH AREA
CHAPTER 17.12 - Commercial Zoning Districts in the Allyn UGA
VILLAGE COMMERCIAL, §17.12.110, 17.12.120 AND 17.12.160

BELFAIR URBAN GROWTH AREA
CHAPTER 17.23 - Mixed Use Zoning Districts in the Belfair UGA
FESTIVAL RETAIL, §17.23.010 AND 17.23.020

STAFF CONTACT
Barbara A. Adkins, AICP
Ext #286

SUMMARY OF PROPOSAL
Proposed amendments to the Village Commercial District in the Allyn Urban Growth Area and the Festival Retail District of the Belfair Urban Growth Area with respect to residential uses. The current regulations require that any residential use in either of those districts be located only on the upper floors; no ground floor residences are permitted.

FIRST REVIEW
The Planning Advisory Commission held a public hearing on October 27, 2016 to consider the proposed amendments subject to this Report. Recommendations from the Commission included revising the residential use to multi-family only, and removing any allowance for single family residences or anything less than four dwelling units. The strategy here is to prevent residential development that is inconsistent with a more urbanized blend with commercial uses. Multi-family housing brings an increase population in a smaller area increasing urban density levels and increasing economic activity for the surrounding businesses.

SECOND REVIEW
The Planning Advisory Commission held a second public hearing on November 22, 2016 to consider revisions added as a result of the October hearing. Planning Commission suggested additional edits to include removing a maximum number of units and limiting the amount of residential development to fifty percent of the zoning district. It was also requested that no edits be made to the Festival Retail district of Belfair, and to address changes to Allyn only. The items is tabled until January of 2017 to allow for completion of other priority items of Mason County business.
PROPOSED AMENDMENTS

The amendments below are truncated excerpts of the actual code revisions provided in the Draft Ordinance, a copy of which is attached.

ALLYN URBAN GROWTH AREA

CHAPTER 17.12 – Commercial Zoning Districts in the Allyn UGA

VILLAGE COMMERCIAL DISTRICT

§17.12.110
The village commercial district is a pedestrian and transit oriented mixed use district primarily designed as a location for neighborhood, community wide and tourist retail, office, restaurant, entertainment, and service uses, including transient accommodations, and residential uses. Long-term occupancy residential uses, both owner occupied and rental, are permitted on the second story.

§17.12.120 - Permitted uses.
The following uses, subject to applicable licensing and development regulations, shall be allowed outright within the "VC" district. No more than fifty percent (50%) of the total parcels in this zoning district shall be permitted to develop as residential uses.

(26) Jewelry store;
(27) Locksmith;
(28) Medical offices, clinics, equipment and services (i.e., labs);
(29) Multi-Family dwelling units (min 4 units);
(30) Music stores, recordings and instruments;
(31) Offices;
(32) Paint and glass shops;

§17.12.160

(3) Residential.
(A) Non-transient residential uses shall be located above the ground floor.
(B) Required residential parking shall be provided on site.

STATE ENVIRONMENT PROTECTION ACT (SEPA)

This proposed amendment is categorically exempt from SEPA review under WAC 197-11-800(19) "Procedural Actions".

PUBLIC NOTIFICATION

All public meeting notices will be mailed to all parties of interest and posted in accordance with MCC 15.07.030.

615 W. Alder • Shelton, WA 98584
(360) 427-9760/(360) 427-7798 fax $ www.mason.co.wa.us
SUMMARY AND RECOMMENDATION

Staff would ask that the Planning Advisory Commission recommend approval of this code amendment to the Mason County Board of Commissioners.
ORDINANCE NUMBER __

TITLE 17 - ZONING
AMENDMENTS TO CHAPTER 17.12, COMMERCIAL ZONING DISTRICTS IN THE ALLYN UGA, ARTICLE I, VILLAGE COMMERCIAL DISTRICT, SECTION 17.12.110, PURPOSE, SECTION 17.12.120, PERMITTED USES

ORDINANCE amending Title 17, Zoning, Chapter 17.12, Commercial Zoning Districts in the Allyn UGA, Article I, Village Commercial District, Section 17.12.110, Purpose, Section 17.12.120, Permitted Uses, and Section 17.12.160 Additional Development and Design Criteria; and Allowed Uses.

WHEREAS, amendments to Title 17 of the Mason County Code fall under the authority of Chapter 36.70 and 36.70A RCW;

WHEREAS, in an effort to afford some modified mixed uses, the Village Commercial district in the Allyn Urban Growth Area allow for all residential uses to be directed to the second or upper floors of new and existing development; and

WHEREAS, changes in mortgage securities have made it inherently more difficult to fully realize development options for this type of mixed use arrangement in a single structure; and

WHEREAS, amending these sections to more traditional forms of side by side mixed commercial and allowing ground floor residences will promote a more feasible pattern of development; and

WHEREAS, this Ordinance amends Chapters 17.12 and 17.23 to remove the regulation preventing residential uses on the ground floor in the Village Commercial and district; and

WHEREAS, the Mason County Planning Advisory Commission conducted a public hearing on ___________ and recommend adoption of amendments by the Commissioners; and
NOW THEREFORE, BE IT HEREBY ORDAINED that the Board of Commissioners of Mason County hereby amends the Mason County Code Title 17 (Zoning), Sections 17.12.110, 17.12.120, 17.12.160 with respect residential uses. (See Attachment A)

DATED this ___ day of __________ 2017.

ATTEST:

______________________________
Clerk of the Board

APPROVED AS TO FORM:

______________________________
Tim Whitehead, Chief DPA

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

______________________________
Kevin Shutty, Chair

______________________________
Terri Jeffreys, Commissioner

______________________________
Randy Neatherlin, Commissioner
Article I. - "VC"—Village Commercial District
17.12.110 - Purpose.

The village commercial district is a pedestrian and transit oriented mixed use district primarily designed as a location for neighborhood, community wide and tourist retail, office, restaurant, entertainment, service uses, including transient accommodations, and residential uses. The district will provide opportunities for transit routes and stops and to provide shared parking opportunities. Physically the district will retain the pedestrian oriented scale and intensity of use of the rest of the village core area. Because of its nature the village commercial district zone may only be located in the village center.

1. Goals of the district are:
   (A) Promote private development and uses, which complement public streetscape, infrastructure and governmental improvements and uses;
   (B) Foster civic pride in the area and thereby stabilize and improve property values and stimulate business investment;
   (C) Encourage new uses and services consistent with the downtown, pedestrian oriented character of the area to achieve a viable and sustainable commercial district;
   (D) Prohibit new uses that are incompatible with the function and purpose of the district and encourage the relocation to other locations in the community, of existing nonconforming uses;
   (E) Encourage efficient land use and investment in the rehabilitation, expansion and use of existing structures and in-fill sites through increased zoning densities and parking allowances and flexibility;
   (F) Encourage the concept of "mixed" commercial, residential and civic uses in order to, provide affordable housing opportunities, provide a diverse market for retail goods and services, promote alternative modes of transportation, maximize the use of public infrastructure investments and foster a greater sense of "neighborhood" within the district;
   (G) Encourage a sense of "ownership" of the village core within all members of the community as the social and cultural heart of the village by providing opportunities for cultural and celebratory events and development of public spaces and buildings;
   (H) Promote a physical environment through architectural, streetscape and open space improvements that are evocative of the historic and natural character of the community;
   (I) Provide shared parking opportunities;
   (J) Promote tourist oriented market opportunities including water-related activities.
17.12.120 - Permitted uses.

The following uses, subject to applicable licensing and development regulations, shall be allowed outright within the "VC" district:

1. Alcoholic beverage sales: package stores and wine shops;
2. Antique shops;
3. Appliance and communication equipment repair shop and/or sales;
4. Art galleries and artist studios;
5. Art and craft supplies, retail;
6. Vehicle parts store;
7. Bakery, with on-site sales;
8. Bicycle shops;
9. Book stores;
10. Banks and financial institutions;
11. Barbers and beauty shops;
12. Camera shop;
13. Catering;
14. Clothing sales and rentals and shoe stores;
15. Delicatessen;
16. Dry cleaners and laundries not including laundromats;
17. Fabric and yarn goods;
18. Florists;
19. Food stores, retail including groceries, bakers, butchers, health, candy;
20. Furniture stores;
21. Grocery stores;
22. Hotels/motels;
23. Household fixtures including plumbing, lighting, heating/cooling;
24. Hardware stores;
25. Hobby shops;
26. Jewelry store;
27. Locksmith;
28. Medical offices, clinics, equipment and services (i.e., labs);
29. **Multi-Family dwelling units (min 4 units)**
30. Music stores, recordings and instruments;
31. Offices;
32. Paint and glass shops;
33. Pharmacy, dispensing;
34. Photographic studio;
(35) Printing, publishing and reproduction;
(36) Radio and Television broadcasting station;
(37) Restaurants, cafes and food stands: sit down and walk up;
(38) Retail shops not otherwise named similar in size, character and impacts;
(39) Second hand stores and pawn shops;
(40) Sports related service businesses such as kayak rentals, boat tours, scuba instruction;
(41) Sporting goods store including equipment rental and repair;
(42) Stationary and office supply stores;
(43) Toy stores;
(44) Theater, live stage;
(45) Theater, motion picture, one screen and no more than two hundred fifty seats;
(46) Tourism related retail and service businesses such as travel, tour and event agencies;
(47) Transit stops;
(48) Dance and music studios.

CHAPTER 17.12 - COMMERCIAL ZONING DISTRICTS IN THE ALLYN UGA
ARTICLE I. "VC" - VILLAGE COMMERCIAL DISTRICT
SECTION 17.12.160 - ADDITIONAL DEVELOPMENT AND DESIGN CRITERIA


Development criteria are established to ensure compatibility of uses permitted within the district, to encourage good building and landscaping design, and to ensure the protection of the public health, safety and general welfare. In addition to development regulations found elsewhere in this title the following standards shall apply to development projects within the "VC" district. Additional standards for setbacks are in Section 17.10.460.

(1) General criteria.
   (A) Parking. Required parking for the "VC" district shall be as stipulated in Chapter 17.14, "Off-Street Parking" of this title.
   (B) Signs. Private signage shall be allowed as stipulated in Chapter 17.15, "Signs" of this title.
   (C) Trash. Exterior trash containers shall be located within enclosures matching design criteria on file with the building and public works department except where placed outside at a designated location for collection the same day as the collection is scheduled.
   (D) Storage. All exterior storage shall be screened from view behind solid walls or fences no greater than eight feet in height.
   (E) Fencing. Fencing shall be decorative and compatible in design and integrated with architecture of the associated use. Fences, except for storage areas, shall be no more than six feet in height and shall not obstruct line of sight clearance or safety exiting.
   (F) The address of all buildings and individual units shall be displayed on the exterior of the building, including on alley frontages, in a manner that allows for easy identification by the public and emergency response personnel.
(G) Entries. Each building and commercial units within buildings, shall have at least one primary entry on any street frontage unless units with a building share a common entry from which the unit may be accessed during all business hours. Entries shall be clearly defined, oriented to pedestrian travel ways and away from vehicle driveways. Entries shall be provided with weather protection.

(H) Structures shall be located proximate to the street to promote front display, pedestrian activity and a harmonious streetscape while leaving opportunities to create space between building tells and the public sidewalk for exterior uses, sign displays, exterior seating, landscaping, architectural interest such as cantilevered second stories, canopies and esplanades and to provide locations for public art and information.

(I) All electrical, mechanical and plumbing equipment, including roof equipment, and appurtenances shall be screened from view or otherwise architecturally treated except those required for safety purposes.

(J) Architecture and Aesthetics. (Reserved).

(2) Commercial.

(A) All street doors shall be for pedestrian access only.

(B) Loading Areas. Loading or pick-up of merchandise or materials shall be restricted to alleyways or designated on-site loading areas.

(C) Outdoor Display of Sales of Merchandise. The outdoor sale or display of merchandise, whether on-site or on public property or right-of-way, shall only be allowed as permitted under guidelines approved by the county board of commissioners.

(D) Canopies, signs, balconies and other architectural projections may encroach into the public right-of-way with approval of an encroachment permit by the public works director and when an overhead clearance of a minimum of eight feet is maintained.

(E) Ground floor frontages shall be provided with large framed display windows above a height of three feet so that at least fifty percent of the frontage wall is transparent between a height of three feet and below eight feet.

(3) Residential. Required residential parking shall be provided on site.
Notice of Hearing

NOTICE IS HEREBY GIVEN that the Board of Mason County Commissioners will hold a public hearing at the Mason County Courthouse Building 1, Commission Chambers, 411 North Fifth Street, Shelton, WA 98584 on Tuesday, April 25, 2017 at 6:30 P.M.

SAID HEARING will be to consider the proposed correction to ORDINANCE amending Title 17, Zoning, Chapter 17.12, Commercial Zoning Districts in the Allyn UGA, Article I, Village Commercial District, Section 17.12.110, Purpose, Section 17.12.120, Permitted Uses and Section 17.12.160 – additional development and design criteria.

If you have any questions, please contact David Windom, MSHS, Director, Mason County Department of Community Services, at (360) 427-9670, Ext. 260. If special accommodations are needed, please contact the Commissioners’ office, (360) 427-9670, Ext. 419.

DATED this 4th day of April, 2017

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Clerk of the Board

c: Journal – Publish 2x: April 13 & April 20, 2017
(Bill: Community Services – 615 W. Alder St., Shelton, Wa 98584)
**MASSON COUNTY**

**AGENDA ITEM SUMMARY FORM**

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<th>TO: BOARD OF MASON COUNTY COMMISSIONERS</th>
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<tr>
<td>From: Dawn Twiddy</td>
<td>Public Hearing ____</td>
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<td><strong>DEPARTMENT:</strong> Support Services</td>
<td>Other ____</td>
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<td><strong>COMMISSION MEETING DATE:</strong> 4/11/17</td>
<td><strong>EXT: <em>422</em>_</strong></td>
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<td><strong>Agenda Item #</strong> 8.10 (Commissioner staff to complete)</td>
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**BRIEFING DATE:** 4/4/17

**BRIEFING PRESENTED BY:** Dawn Twiddy & Jenifer Sliva

\[ \text{ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD} \]

**Please provide explanation of urgency**

**ITEM:** Approval of the resolution amending the Mason County Personnel Policy Chapter 13, Vehicle Use Policy to include assignment of County vehicles for take-home and operational considerations.

**Background:** Chapter 13, It is the responsibility of the Board of County Commissioners (BOCC) to ensure the proper use of public funds concerning the County practice of allowing employees to commute to and from work in County-owned vehicles. The BOCC is to assure all County owned and leased assets are used responsibly and centralized controls are in place to report taxable benefits if applicable. All Take-Home Vehicle assignments for County issued vehicles will be reviewed by the BOCC annually. The BOCC wish to restrict the number of county-owned vehicles used by employees to commute to and from work.

This will address one of the State Auditor Findings regarding employees' assigned take-home vehicles not being properly taxed per the IRS Regulations.

**RECOMMENDED ACTION:** Approval of: the attached resolution to amend the Mason County Personnel Policy Chapter 13, to include assignment of County vehicles for take-home and operational considerations.

**Attachment(s):** Resolution and Personnel Policy

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3/29/2017
RESOLUTION NO. ______

AMENDING THE MASON COUNTY VEHICLE USE POLICY, CHAPTER 13 TO INCLUDE ASSIGNMENT OF COUNTY VEHICLES FOR TAKE-HOME & OPERATIONAL CONSIDERATIONS AND RESOLUTION 102-16

WHEREAS, it is the responsibility of the Mason County Board of County Commissioners to ensure proper use of public funds concerning the County practice of allowing employees to commute to and from work in County-owned or leased vehicles;

WHEREAS, the Board of County Commissioners is to assure all County-owned or leased vehicles are used responsibly and centralized controls are in place to report taxable benefits if applicable; and

WHEREAS, the Board of County Commissioners wish to restrict the number of county-owned or leased vehicles used by employees to commute to and from work.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby amends Chapter 13 of the Mason County Personnel Policies adopting the revision to the Vehicle Use Policy to include the assignment of County vehicles for take-home and operation considerations, as attached.

ADOPTED THIS ____ day of ____________, 2017.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

ATTEST:

Melissa Drewry, Clerk of the Board

APPROVED AS TO FORM

Timothy Whitehead,
Deputy Prosecuting Attorney

C: Elected Officials & Department Heads

Kevin Shutty, Chair
Randy Neatherlin, Commissioner
Terri Jeffreys, Commissioner
**Item:**
Public Hearing to inform citizens of the availability of funds and eligible uses of the 2017 Public Services Community Development Block Grant (PS-CDBG) and receive comments on proposed activities, specifically funding the Community Action Council of Lewis, Mason & Thurston Counties (CAC) as well as receiving comments on the 2016 program.

**Background:**
Mason County partners with Lewis County in coordination with the CAC on an annual basis to apply for, receive and provide services through a PS-CDBG administered by the Washington State Department of Commerce (DOC).

In 2016, as with subsequent years the funding, usually around $100,000, was used to provide service referrals for a minimum of 6,000 individuals in Mason and Lewis counties of which a minimum of 3060 must meet HUD's 51% income qualification and provide direct services and referrals for a minimum of 300 child victims. This year's allotment is $102,789 of which $3,500 will be used to off-set a portion of our administration costs.

This Hearing will solicit public input on the proposed activities and services to be provided as well as comments on current programming.

**Approval to:**
Make a motion to; approve the submission of the CDBG application, sign the resolution authorizing the submission and certifying the County's compliance with CDBG requirements and authorizing Frank Pinter, Support Services Director to act as the Chief Administration Official for the CDBG program.

**Attachment(s):**
Resolution
Program Hand-outs
RESOLUTION NO. [Number]
RESOLUTION WITH CERTIFICATIONS OF COMPLIANCE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

WHEREAS, Mason County is authorized to apply to the state Department of Commerce for a Community Development Block Grant (CDBG); and

WHEREAS, Mason County has identified a community development and housing priority need for which to seek CDBG funding; and

WHEREAS, it is necessary that certain conditions be met to receive CDBG funds;

NOW, THEREFORE, be it resolved that Mason County authorizes submission of this application to the state Department of Commerce to request $102,789 and any amended amounts to fund public service activities in coordination with the Lewis, Mason Thurston Community Action Council and certifies that, if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

Has provided and will provide opportunities for citizen participation that satisfy the CDBG requirements of 24 CFR 570.486;

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

Has established or will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

Has provided technical assistance to citizens and groups representative of low- and moderate-income persons that request assistance in developing proposals;

Will provide opportunities for citizens to review and comment on proposed changes in the funded project and program performance;

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

Has adopted (or will adopt) and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy to enforce existing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act or 1974, as amended;

Certifies to meeting the National Environmental Policy Act (NEPA) through a determination the CDBG-funded public services will not have a physical impact or result in any physical changes and are exempt under 24 CFR 58.34(a), and are not applicable to the other requirements under 24 CFR 58.6; and are categorically exempt under the State Environmental Policy Act (SEPA) per WAC 197-11-305 (2); and

Mason County designates Frank Pinter as the authorized Chief Administrative Official and authorized representative to act in all official matters in connection with this application and Mason County's participation in the Washington State CDBG Program.

Dated this 4th day of April, 2017
Resolution No. ____________

ATTEST:

Melissa Drewry, Clerk of the Board

APPROVED AS TO FORM:

Tim Whitehead, Chief DPA

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Kevin Shutty, Chair

Terri Jeffreys, Commissioner

Randy Neatherlin, Commissioner
Department of Commerce

Community Development Block Grant Program (CDBG)

Strengthening rural communities through projects that benefit low- and moderate-income persons

The Washington State CDBG Program offers:

**General Purpose Grants** $9,000,000
For planning or construction of public infrastructure, community facilities, affordable housing, and economic development projects.

Competitive. Maximum grant up to $750,000 based on project type.

Application materials available in March and due in June.

**Housing Enhancement Grants** $200,000
For off-site infrastructure or the community facility component of a state Housing Trust Fund project.

Competitive. Maximum grant generally $200,000.

Application materials available in July and accepted with a HTF Stage 2 application.

**Public Services Grants** $1,500,000
For 17 counties and community action agencies to fund new or expanded services for lower income persons.

Allocated by formula based on population and poverty.

Application materials available in February and due in April.

*Funding contingent on the US Dept of Housing & Urban Development approval of the state's 2017 Action Plan and CDBG allocation*

CONTACT INFORMATION:

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Phyllis Cole, Project Manager
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Arlene Escobar, Project Manager
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Shella Lee-Johnston, Project Manager
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Genny Matteson, Project Manager
Housing Activities
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genny.matteson@commerce.wa.gov

Eligibility information on reverse side

www.commerce.wa.gov/cdbg
HUD National Objectives

CDBG project activities must meet one of three HUD National Objectives:
- Principally benefits low-and moderate-income (LMI) persons
- Aids in the prevention or elimination of slums or blight
- Addresses imminent threat to public health or safety

CDBG Eligibility Guidelines

Eligible applicants are Washington State cities/towns with less than 50,000 in population and not participating in a CDBG entitlement urban county consortium; and counties with less than 200,000 in population. Eligible cities/towns and counties are listed on the CDBG website.

Special purpose districts, public housing authorities, community action agencies, economic development councils, other non-profit organizations, and Indian tribes are not eligible to apply directly to the state CDBG Program for funding, but may be a partner in projects and subrecipient of funding with an eligible city/town or county applicant.

Application materials and due dates, LMI income limits, and grant management handbooks are on the CDBG website at: www.commerce.wa.gov/CDBG.
Federal Citizen Participation Requirements
for Local Government Applicants to the State CDBG Program

Federal Regulations 24 CFR 570.486 (a)

(a) Citizen participation requirements of a unit of general local government. Each unit of general local government shall meet the following requirements as required by the state at Sec. 91.115(e) of this title.

(1) Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;

(2) Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to the unit of local government's proposed and actual use of CDBG funds;

(3) Furnish citizens information, including but not limited to:
   (i) The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);
   (ii) The range of activities that may be undertaken with the CDBG funds;
   (iii) The estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and
   (iv) The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under Sec. 570.486.

(4) Provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals in accordance with the procedures developed by the state. Such assistance need not include providing funds to such groups;

(5) Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings must cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the state. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;

(6) Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of general local government's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state.

(7) Provide citizens the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable.
Mason County
Community Development Block Grant
Grievance Procedure

1. Submit complaints in writing to the designated official, the Budget Manager. A record of the complaints and action taken will be maintained. A decision by the designated official will be rendered within 15 working days.

   • If the complaint cannot be resolved to your satisfaction by the designated official, the complaint will be heard and discussed by the Mason County Board of Commissioners at an open, public meeting. A written decision will be made within 30 working days. The decision of the Board of Commissioners is final.

2. A record of action taken on each complaint will be maintained as a part of the records or minutes at each level of the grievance process.

Adopted this 22nd day of September, 2015.

ATTEST:

Julie Almanzor, Clerk of the Board

APPROVED AS TO FORM:

Tim Whitehead, Chief DPA

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Randy Neatherlin, Chair

Absent for Vote

Tim Sheldon, Commissioner

Terri Jeffreys, Commissioner