



Mason Transit Authority Board  
Regular Meeting  
June 21, 2016, 4:00 p.m.  
Mason Transit Authority  
Mason Fire Protection District 1  
Fire Hall Conference Room  
331 North Finch Creek Road, Hoodspport, WA

**OPENING PROTOCOL** – (est. 5 mins)

**CALL TO ORDER**

**ROLL CALL AND DETERMINATION OF QUORUM**

**ACCEPTANCE OF AGENDA – ACTION**

**PUBLIC COMMENT** – (est. 5 mins)

**CONSENT AGENDA** – ACTION (est. 5 mins)

1. Pg. 03: Approval of Minutes: Approval of the minutes of the MTA Board regular meeting of May 17, 2016, and MTA Board special meeting of May 26, 2016
2. Pg. 09: Financial Reports: – May 2016
3. Pg. 19: Check Approval: – May 13 – June 17, 2016

**REGULAR AGENDA** – (est. 65 mins)

**UNFINISHED BUSINESS:**

1. Pg. 27: Temporary Parking Area in Belfair – Resolution No. 2016-16 – ACTIONABLE (est. 5 mins.)
2. Pg. 39: Amendment to Memorandum of Understanding with Skokomish Indian Tribe – Resolution No. 2016-17 - ACTIONABLE (est. 10 mins.)

**NEW BUSINESS:**

1. Pg. 89: Skokomish Pilot Route Service – ACTIONABLE (est. 10 mins.)
2. Pg. 91: MTA “Special Event Service” Policy and Approval Process – INFORMATIONAL (est. 20 mins)
3. Pg. 99: Mason Transit Authority Park and Ride Workgroup Participant – ACTIONABLE (est. 5 mins.)
4. General Manager – Selection Process – DISCUSSION (est. 15 mins.)

**TEAM UPDATES:** Pg. 135 – “Team Updates” have been provided in the Board packet for board member information.

**GENERAL MANAGER'S REPORT:** Pg. 143 (est. 5 mins) (Due to absence of AGM, a written report is being submitted for this month only.)

**COMMENTS BY BOARD** (est. 15 mins)

- Tracy Moore to share information received at CTAA Expo 2016.

**PUBLIC COMMENT** (est. 5 mins)

**ADJOURNMENT**

**UPCOMING MEETINGS:**

**Mason Transit Authority  
Regular Meeting**  
*July 19, 2016 at 4:00 p.m.  
Transit-Community Center  
601 West Franklin Street  
Shelton, WA*

**Mason Transit Authority  
Minutes of the Regular Board  
Meeting May 17, 2016  
MTA Transit-Community Center,  
601 Franklin Street, Shelton, Washington**



**CALL TO ORDER:** 4:00 p.m.

**OPENING PROTOCOL**

**Authority Voting Board Members Present:** John Campbell, Vice Chair, presiding; Tracy Moore; Deb Petersen; Wes Martin and Don Pogreba. – **Quorum met.** (Randy Neatherlin arrived at 4:35 p.m. following roll call.)

**Authority Voting Board Members Not Present:** Terri Jeffreys, Chair; Ginger Seslar and Tim Sheldon were absent.

**Authority Non-voting Board Member Present:** Bobby Joe Murray, Business Representative, IAM and AW, District Lodge 160 was not present at the meeting.

**Others Present:** Danette Brannin, Acting General Manager and Finance Manager; Rob Johnson, Legal Counsel; Tracy Becht, Clerk of the Board; Rikki Johnson, Human Resources Manager; Mike Ringgenberg, Operations Manager; and Marshall Krier, Maintenance and Facilities Manager. Also present were Kristi Evans, Operations Coordinator; John Piety, Mason County Transit Advisory Board (MCTAB) member; Marilyn Vogler and Kandace MacKaben, MTA Strategic Plan consultants; and Robyn Patterson, artist.

**ACCEPTANCE OF AGENDA:** **Moved** that the agenda for the May 17, 2016 Mason Transit Authority (MTA) regular board meeting be accepted. **Martin/Petersen. Motion carried.**

**PUBLIC COMMENT** – None.

**RECOGNITION**

Robyn Patterson, a local artist, was introduced and she described her laser-cut “Spawning Sockeye” artwork that will be on display at the T-CC, as well as a few of her other pieces of artwork and that she learned how to do the artwork at Olympic College.

**CONSENT AGENDA**

**Moved** to approve Consent Agenda items 1 – 3, as follows:

1. **Moved** to approve the draft minutes of the MTA Board regular meeting of April 19, 2016.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for the period of April 2016 as presented.

3. **Moved** that the Mason Transit Authority Board approve the payment of April 13 through May 12, 2016, financial obligations on checks #28156 through #28330, as presented for a total of \$617,353.37.

**Moved** to approve consent agenda items 1 through 3. **Martin/Pogreba. Motion carried.**

## **REGULAR AGENDA**

### **UNFINISHED BUSINESS**

1. **Van Grant Quarterly Report** – Kristi Evans, Operations Coordinator, reviewed the van grant program and how the surplussed vehicles were being used as reported by the recipients of the van grant program. Danette also commented on the van grant program.
2. **2015 Draft Financial Statements** – Danette described the draft form of financial statements relating to GASB 68 and the fiscal impact as reflected in the agenda page presented to the Board.
3. **Strategic Plan.** – Marilyn Vogler and Kandace MacKaben discussed the latest step to bring the objectives developed with staff and that it was now put on a timeline. It is a fluid document that can be updated as approved by the Board. John Campbell described hyperlinks he has seen on other documents such as the Strategic Plan. (Board member Randy Neatherlin arrived at 4:35 pm). Board member Randy Neatherlin stated that he was impressed with the amount of information in the Strategic Plan. Board member Don Pogreba inquired as to the cost of the Strategic Plan.

### **NEW BUSINESS**

1. **Exclusion from Service Policy No. 502** – Mike Ringgenberg, Operations Manager, discussed the need for the policy as well as how it can streamline and make the process more efficient for the Operations Supervisors toward those that display or exhibit prohibited conduct behaviors. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2016-15 that approves and establishes the Exclusion from Service Policy No. 502. **Petersen/Martin. Motion carried.**
2. **Radich Building Located at 536 West Railroad** – Kathy Geist, Transit-Community Center Manger, described the idea of having the Radich Building converted into public bathrooms, rather than razing the building, and saving MTA \$10,000. **Moved** that the Mason Transit Authority staff commence discussions with other governmental entities relating to disposition of the Radich Building. **Martin/Petersen. Motion carried.**

**TEAM UPDATES** – No comment.



**GENERAL MANAGER'S REPORT** – Acting General Manager, Danette Brannin, spoke of current MTA business, including (1) preparations for appreciating employees during National Transportation week, (2) status of completing 2015 financial reports for the annual report to the State Auditor's Office due May 29; (3) working on employee morale; (4) examining costs associated with adding Sunday service and looking at transferring some of the costs of some services from Saturday to Sunday; and (5) the Labor Institute training was especially informative about unions. Additionally, she'll be attending the CTAA Expo 2016. This will be Danette's first time attending this CTAA event.

**COMMENTS BY BOARD MEMBERS**

*Randy Neatherlin* – indicated that MTA services to the ferry terminal from Gorst has been stopped. Kathy Geist will provide additional information to Randy. He also said that he'd like to have a number of condolence and other types of cards stored in Kathy Geists' office and that the Clerk of the Board should pick up an array of different types of cards so the Board members can sign a card when they're all together and it can be sent the next day.

*John Campbell* – commented in response to the announcement that the movie "Paper Tigers" was being shown at the Transit-Community Center that he had seen it and it was a good movie concerning struggling teens.

*Wes Martin* – Expressed thanks for the art contributor.

**PUBLIC COMMENT**– No comment.

**Moved** that the meeting be adjourned. **Martin/Pogreba. Motion carried.**

**ADJOURN** 5:45 p.m.

**UPCOMING MEETINGS**

**Mason Transit Authority  
Regular Board Meeting**

*June 21, 2016 at 4:00 p.m.*

*Mason County Fire Protection District 1*

*331 North Finch Creek Road*

*Hoodsport*

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**Mason Transit Authority  
Minutes of the Special Board  
Meeting May 26, 2016  
MTA Johns Prairie Conference Room,  
790 East Johns Prairie Road,  
Shelton, Washington**



**CALL TO ORDER:** 4:00 p.m.

**OPENING PROTOCOL:**

**Authority Voting Board Members Present:** Terri Jeffreys, Chair; Wes Martin, Tracy Moore; Deb Petersen; Randy Neatherlin and Don Pogreba. – **Quorum met.**

**Authority Voting Board Members Not Present:** John Campbell, Ginger Seslar and Tim Sheldon were absent.

**Authority Non-voting Board Member Not Present:** Bobby Joe Murray, Business Representative, IAM and AW, District Lodge 160 was not present at the meeting.

**Others Present:** Danette Brannin, Acting General Manager and Finance Manager; Rob Johnson, Legal Counsel; and Tracy Becht, Clerk of the Board.

**ACCEPTANCE OF AGENDA:** **Moved** that the agenda for the May 26, 2016 Mason Transit Authority (MTA) special board meeting be accepted. **Martin/Petersen.**  
**Motion carried.**

**BOARD COMMENTS:** None.

The Chair announced in open session the purpose of the executive session was to discuss with legal counsel threatened or pending litigation (RCW 42.30.110(1)(i)). The Chair also reminded the participants that the discussions are confidential.

**EXECUTIVE SESSION:**

The Chair announced the meeting was in executive session at 4:06 p.m. All that were present in the meeting remained in the executive session. The Chair announced that the executive session would conclude at 4:21 p.m. (15 minutes). At 4:21 p.m., the Chair announced that the conclusion of the executive session would be at 4:36 p.m. At 4:36 p.m., the executive session was concluded with no action taken.

**RECONVENED REGULAR SESSION:**

Board member Wes Martin requested that the meeting return to executive session.

**EXECUTIVE SESSION:**

At 4:37 p.m., the Chair announced in open session that the meeting was going back into executive session to further discuss with legal counsel threatened or pending litigation (RCW 42.30.110(1)(i)). All that were present in the meeting remained in the second executive session. The Chair announced that the executive session would conclude at 4:48 p.m. (10 minutes). At 4:48 p.m., it was announced the executive session would conclude at 4:51 p.m. (3 minutes). At 4:51 p.m., the Chair announced the end of the second executive session and that the meeting was in open regular session

**SECOND RECONVENED REGULAR SESSION:**

**Moved** that legal counsel present the settlement agreement to Anthony Person and authorize the Chair to sign the settlement agreement. **Neatherlin/Pogreba. Motion carried.**

**Moved** that the meeting be adjourned. **Martin/Pogreba. Motion carried.**

**ADJOURN** 4:55 p.m.

**UPCOMING MEETINGS**

**Mason Transit Authority  
Regular Board Meeting  
June 21, 2016 at 4:00 p.m.  
Mason County Fire District 1  
331 North Finch Creek Road  
Hoodsport, Washington**

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Consent Agenda – Item 2 – *Actionable*  
**Subject:** Financial Reports – May 2016  
**Prepared by:** Danette Brannin, Acting General Manager/Finance Manager  
**Approved by:** Danette Brannin, Acting General Manager/Finance Manager  
**Date:** June 21, 2016

### **Summary for Discussion Purposes:**

Included are the May 2016 Financial Reports with a breakout of T-CC revenue and expenses. The T-CC report also shows cost allocation between transit and community center.

### **Highlights:**

#### *2015 Financial Statement Update*

The 2015 Financial Statements have been completed as part of the annual report and are attached. Once our financials have been audited, I will submit an Actual-to-Budget Report.

#### *Sales Tax Revenue*

Sales tax revenue for March 2016 (received May 31, 2016), at \$328,665.36, is approximately 6.3% more than budgeted, and 6.89% higher than March 2015. Year to date, we are tracking 1.1% above budgeted year to date; however, sales tax is still tracking slightly behind 2015 (-3.8%).

#### *Year-to-Date Revenue & Expenses*

It is expected revenue and expenses would be at 42% of budget through the end of May. Total Revenue is at 39.2% and Total Operating Expenses at 36.7%

### **Outstanding Grant Receivables and Upcoming Reimbursements:**

We currently have the following outstanding grant receivables with WSDOT. I have included the status of each.

- Ladders of Opportunity: \$1,474,999 – Grant reimbursement has not been submitted. Waiting for contract from WSDOT/FTA. **Still waiting for our contract from WSDOT.**
- TAP Grant: Appx. \$60k. Grant reimbursement has not been submitted. Waiting for contract from WSDOT/FTA. **Update is the same as the Ladders grant.**

**Fiscal Impact:**

Operating revenues of \$600,038 and operating expenses of \$537,116 for May 2016.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve the financial reports for the period of May 2016 as presented.

# Mason Transit Authority

## May 2016 Financial Report

	2016 May Actual	2016 YTD Actual	2016 Budget	Notes	Percentage of Budget Used 42%
<b>REVENUE</b>					
Passenger Fares	\$8,269	\$40,848	\$93,500		43.7%
PSNS Worker/Driver & Vanpool Fares	24,629	123,962	388,000		31.9%
Special Contract Fares - Local Govt.	8,588	31,958	0	(1)	0.0%
<b>Total Operating Revenue (Fares)</b>	<b>41,487</b>	<b>196,768</b>	<b>481,500</b>		<b>40.9%</b>
Sales Tax	305,511	1,433,180	3,871,659	(2)	37.0%
Operating Grants	222,436	1,112,180	2,819,236	(3)	39.4%
Rental Income	12,093	50,458	172,724		29.2%
Investment Income	1,088	4,909	4,800		102.3%
Other Non-operating Revenue	17,424	111,800	68,100		164.2%
<b>Total Revenue</b>	<b>\$600,038</b>	<b>\$2,909,295</b>	<b>\$7,418,019</b>		<b>39.2%</b>
<b>EXPENSES</b>					
Wages and Benefits	\$409,834	\$2,091,328	\$5,484,139		38.13%
Contracted services	26,783	120,450	311,276		38.70%
Purchased Transportation	0	1,794	66,000	(4)	2.72%
Fuel	21,871	96,539	440,202	(5)	21.93%
Vehicle/Facility Repair & Maintenance	26,320	128,344	275,259	(7)	46.63%
Insurance	16,248	81,241	196,750		41.29%
Intergovernmental - Audit Fees	0	0	25,000		0.00%
Rent - Facilities and Park & Ride	790	3,695	9,625		38.39%
Utilities	10,200	55,485	133,159		41.67%
Supplies - Equipment	11,203	41,385	181,615		22.79%
Training & Meetings	5,449	17,440	70,555		24.72%
Other operating expenses	8,419	64,782	171,702	(6)	37.73%
<b>Total Operating Expenses</b>	<b>\$537,116</b>	<b>\$2,702,483</b>	<b>\$7,365,282</b>		<b>36.7%</b>
<b>Net Income (Loss) from Operations</b>	<b>\$62,922</b>	<b>\$206,812</b>	<b>\$52,737</b>		

### NOTES

(1)	We were notified by the Skokomish Tribe of funding for 2016 after we prepared the budget. Our contract has been increased to \$103,058; new amount is \$8,588 monthly.
(2)	Monthly amount based upon accrual (based on budget) for May. Year-to-date equals January, February & March actuals, and accruals for April & May.
(3)	Amount is based upon May accrual. Year-to-date equals actual amount received in 1st quarter 2016, and accruals for April & May.
(4)	There will be no additional costs in purchased transportation for the ASA program.
(5)	Average diesel price per gallon year to date is \$1.32. Average gasoline price per gallon year to date is \$2.11.
(6)	(Includes budget lines from Training, CDL Testing, Bank Charges, Copier lease, assorted miscellaneous exp., Advertising/Promotion, Volunteer Driver reimb, Dues/Memberships/Subscriptions) Purchases for May include \$900 Chamber of Commerce Membership Renewal; \$1,000 for EDC Membership Recruitment; Volunteer Driver Travel \$1,890 (reimbursed); Advertising \$2,940.
(7)	Vehicle maintenance, though lower than previous months, was higher than budgeted due to electronic bus destination sign upgrades in May that equaled approximately \$11,840.

# Mason Transit Authority

May 2016 Financial Report

T-CC

	2016 May Actual	2016 YTD Actual	2016 Budget	Notes	Percentage of Budget Used 42%	YTD - Community Center Allocation	YTD - Transit Allocation
<b>REVENUE</b>							
T-CC Rental	\$10,826	\$44,096	\$160,527		27.5%	\$44,096	0
Other Revenue	22	125	1,000		12.5%	100	25
<b>Total Revenue</b>	<b>10,848</b>	<b>44,221</b>	<b>161,527</b>		<b>27.4%</b>	<b>44,196</b>	<b>25</b>
<b>EXPENSES</b>							
Wages and Benefits	14,332	71,291	\$206,024		34.60%	35,691	35,600
Contracted services	981	4,043	6,680	(1)	60.52%	3,154	888
Repair & Maintenance	172	4,102	2,000	(2)	205.11%	2,131	1,971
Insurance	1,583	7,915	19,000		41.66%	7,915	0
Utilities	3,237	19,523	48,700		40.09%	14,232	5,291
Supplies & Small Equipment	792	2,972	12,500	(3)	23.77%	1,948	1,024
Training & Meetings	-119	169	3,350	(4)	5.04%	120	49
Other operating expenses	252	5,517	7,650	(5)	72.12%	4,943	574
<b>Total Operating Expenses</b>	<b>\$21,230</b>	<b>\$115,532</b>	<b>\$305,904</b>		<b>37.77%</b>	<b>70,133</b>	<b>45,398</b>
<b>Net Income (Loss) from Operations</b>	<b>(\$10,382)</b>	<b>(\$71,311)</b>	<b>(\$144,377)</b>			<b>(25,937)</b>	<b>(45,373)</b>

## NOTES

(1)	Equipment installation (cameras, internet, & radio) \$645
(2)	Includes installation of pavers \$380; gym clock guard \$73; replacement thermostat \$165; payment of 1st quarter Use Tax \$156
(3)	First-Aid supply replenishment \$235; vacuum \$184
(4)	Tuition reimbursement from Olympic College \$119
(5)	Advertising \$216



**Mason County Public Transportation Benefit Area**  
**Statement of Net Position**  
**December 31, 2015**

**ASSETS****CURRENT ASSETS**

Cash and Cash Equivalents:	\$ 3,945,617
Accounts Receivable	25,343
Taxes Receivable	628,942
Due from other Governments	3,107,677
Prepaid Expenses	3,284
Inventory	67,926
<b>TOTAL CURRENT ASSETS</b>	<b><u>7,778,789</u></b>

**NON-CURRENT ASSETS:****CAPITAL ASSETS:**

Capital Assets Not Being Depreciated	
Land	507,778
Construction in Progress	354,556
Capital Assets Being Depreciated	
Buildings	13,210,744
Transportation Equipment	8,052,908
Office and Shop Equipment	988,269
Less: Accumulated Depreciation	(8,306,931)
Net Capital Assets Being Depreciated	<u>13,944,990</u>
<b>TOTAL NON-CURRENT ASSETS</b>	<b><u>14,807,324</u></b>

**TOTAL ASSETS****22,586,113****DEFERRED OUTFLOWS OF RESOURCES**

Deferred amount on pensions	311,066
Total deferred outflows of resources	<u>311,066</u>

**LIABILITIES****CURRENT LIABILITIES:**

Accounts Payable	295,513
Payroll & related expenses payable	53,900
Other Current Liabilities	5,333

**NON-CURRENT LIABILITIES:**

Employee Leave Benefits	137,713
Pension Liability	<u>2,680,479</u>
<b>TOTAL LIABILITIES</b>	<b><u>3,172,938</u></b>

**DEFERRED INFLOWS OF RESOURCES**

Deferred amounts on pensions	304,707
Total deferred inflows of resources	<u>304,707</u>

**NET POSITION**

Net Investment in Capital Assets	14,807,324
Unrestricted	<u>4,612,211</u>

**TOTAL NET POSITION****\$ 19,419,535**

**Mason County Public Transportation Benefit Area**  
**Statement of Revenues, Expenses and Changes in Fund Net Position**  
**For the Year Ended December 31, 2015**

**OPERATING REVENUES:**

Passenger fares	\$ 92,665
PSNS Worker/Driver & Vanpool fares	352,146
Special Contract/Event fares	<u>12,120</u>
Total Operating Revenue	<u>456,931</u>

**OPERATING EXPENSES:**

Wages and Benefits	5,188,984
Contracted services	226,777
Maintenance (Vehicle and Facility)	252,917
Fuel	321,965
Purchased Transportation	65,767
Insurance	183,596
Intergovernmental Audit Fees	20,797
Rent - Park and Ride	5,925
Volunteer driver reimbursements	27,669
Other operating expenses	353,252
Depreciation	<u>1,044,071</u>
Total Operating Expenses	<u>7,691,719</u>

**OPERATING INCOME (LOSS)** (7,234,788)

**NONOPERATING REVENUES (EXPENSES):****NONOPERATING REVENUES:**

Sales tax	3,835,605
Grant revenue	2,039,497
Rental Income	69,383
Investment income	5,094
Other nonoperating revenue	<u>64,930</u>
Total Nonoperating Revenue	<u>6,014,509</u>

Income (Loss) before capital contributions (1,220,279)

Capital Contributions-Grants 1,775,711

**Increase(Decrease) in Net Position** 555,432

NET POSITION - January 1, 2015	21,476,807
Change in accounting policy (see Notes 9, 11, 12)	<u>(2,612,704)</u>
Net Position January 1, 2015 - Restated	<u>18,864,103</u>
<b>NET POSITION - December 31, 2015</b>	<u><u>\$ 19,419,535</u></u>

The Notes to Financial Statements are an integral part of this Statement

Mason Transit Authority  
2016 Capital Budget

2016 CAPITAL PROJECT BUDGET					
Project	Budget	Grants	MTA Funding	Actual Cost-Expended 2016	Purpose
Floor Scrubber*	8,000		8,000	9,163.24	For T-CC (Completed)
Bus Shelters	150,000	120,000	30,000		Replace bus shelters
Pressure Washer, Tank and trailer for shelter cleaning	7,500		7,500		To spend up efficiency and clean shelters better
Voice Recording System	30,000		30,000		Install voice recording system on phones and radios Network Area Storage solutions @ \$15,000; Bldg 2
IT Items	26,000		26,000		Switch @\$5,600
Exterior security cameras at Johns Prairie	13,000		13,000	11,846.80	Cameras and video server upgrade (\$5,400) for security cameras
Generator hookup	12,000		12,000		Provide back up power
Bus parking lot mtnc.	10,000		10,000		Bus lot striping and sealing
Roofing repairs/replacement	247,133	185,350	61,783	360.60	Repair & replace roof
Radios	25,000		25,000		Replace outdated analog radios in buses
T-CC Parking Lot	302,500	250,000	52,500		Parking lot behind T-CC
Park & Ride Development	2,812,500	2,250,000	562,500	11,727.60	Purchase property in North Mason for P&R; upgrade other P&R
T-CC drinking fountain	10,000		10,000		
Destination sign replacement on cutaways	37,500		37,500		Existing sign software no longer supported
Accounting Software	35,000		35,000		Upgrade existing software for more efficiency
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 3,726,133</b>	<b>\$ 2,805,350</b>	<b>\$ 920,783</b>	<b>33,098.24</b>	

\*Original estimate for the floor scrubber did not include sales tax.

Mason Transit Authority  
Cash and Investments  
May 31, 2016

FUND	Balance as of 04/30/2016	Balance as of 05/31/2016	Change
Cash - MC Treasurer	892,203.63	1,041,816.70	149,613.07
Investments - MC Treasurer	3,294,105.63	3,694,105.63	400,000.00
Payroll - ACH Account Bank of America	1,586.86	1,536.72	(50.14)
Petty Cash/Cash Drawer #1	450.00	450.00	-
<b>TOTAL</b>	<b>\$ 4,188,346.12</b>	<b>\$ 4,737,909.05</b>	<b>\$ 549,562.93</b>

Moved \$400k to Investment Acct on 6/17/16

Cash Encumbrances		
<b>Project Related:</b>		
MOU - City of Shelton; Franklin St. Frontage Imprvmt.		45,000
<b>Grant Related:</b>		
TAP Grant - T-CC & Shelter Rplc	10,800	
SGR Livability - Wooden Shelter Rplc	30,000	
FTA - Base Roofing replace (contract pending)	61,783	
State Rural Mobility Grant - 3 buses 2015-2019 Express Services	293,656	
Regional Mobility Grant 2015-2017/Projected Multimodal (TIER) Funds (MTA's portion of match)	129,134	
Parking Lot (DOE Grant)	52,500	
<b>Total Grant Match</b>		<b>577,873</b>
<b>Reserves:</b>		
General Leave Liability		137,713
Operating Reserves		2,000,000
Vehicle Replacement (Vans)		28,000
Vehicle Replacement (Bus)		175,000
Facility Repair Reserve		150,000
Emergency/Insurance Reserves		50,000
		<b>\$ 3,163,586</b>

Total of Cash \$ 4,737,909.05  
Less Encumbrances \$ 3,163,586.00

<b>Undesignated Cash Balance Total (Including Reserves)</b>	<b>\$ 1,574,323.05</b>
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Investments - MC Treasurer (Reserves) \$ 3,694,105.63  
Less Encumbrances \$ 3,163,586.00

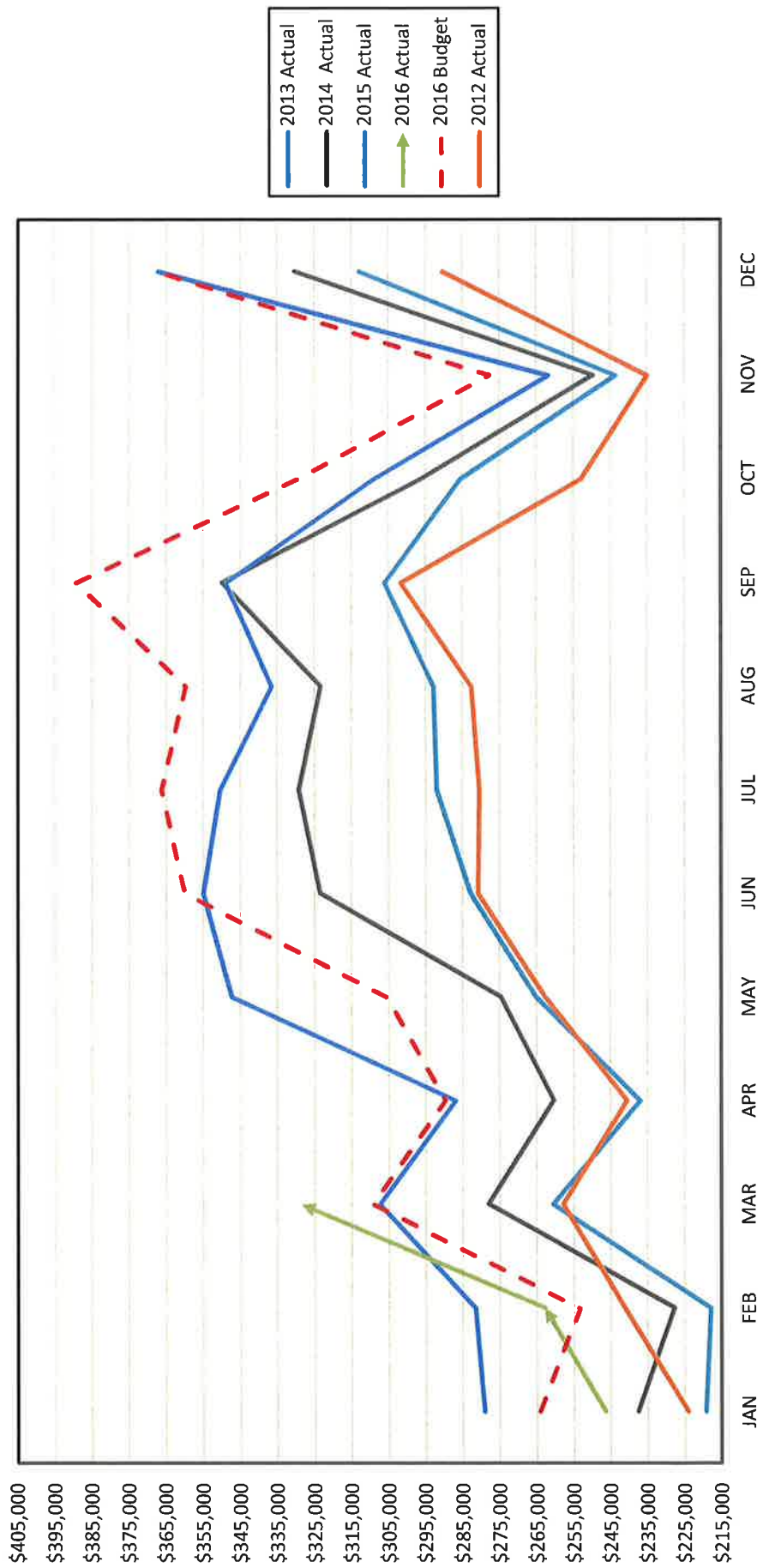
<b>Undesignated Cash Reserves</b>	<b>\$ 530,519.63</b>
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Additional \$1,474,999 will be deposited in the investment account once received from WSDOT for the Ladders of Opportunity Grant reimbursement. That will bring our Undesignated Cash Reserves to \$2,005,519.

**Mason Transit Authority**  
**Sales Tax Collected as of 3/31/2016**

	2012	2013	2014	2015	2016 Budget	2016 Actual	2016 Budget Variance	% change 2015-2016 Actual
JAN	223,999	219,231	237,528	279,122	264,227	246,415	-6.7%	-11.72%
FEB	241,132	217,929	227,815	281,559	253,422	262,925	3.7%	-6.62%
MAR	257,893	260,652	278,053	307,482	309,306	328,665	6.3%	6.89%
APR	240,541	236,931	260,396	286,903	289,664			
MAY	262,716	265,167	274,641	347,236	305,511			
JUN	280,801	282,753	323,498	354,920	359,859			
JUL	280,429	291,925	329,201	350,290	366,203			
AUG	282,521	292,782	323,336	336,522	359,679			
SEP	301,658	306,051	349,872	348,805	389,198			
OCT	252,888	285,612	296,170	309,042	329,460			
NOV	234,915	243,571	249,648	261,713	277,708			
DEC	290,378	312,900	330,297	367,053	367,423			
Total	3,149,871	3,215,506	3,480,456	3,830,645	3,871,659	838,005		

# MTA Sales Tax Analysis Monthly Collections 2016



## **Mason Transit Authority Board Meeting**

**Agenda Item:** Consent Agenda – Item 3 – ***ACTION***  
**Subject:** Check Approval  
**Prepared by:** Jeri Wood, Accounting Specialist  
**Approved by:** Danette Brannin, Acting General Manager/Finance Manager  
**Date:** June 21, 2016

### **Summary for Discussion Purposes:**

- Luminator Mass Transit LLC - #28376 - \$35,510.98 – electronic bus destination signs
- Trapeze Software Group, Inc. - #28384 - \$23,473.98 – annual dispatch software maintenance
- Payroll Transfer - #28431 - \$53,983.05 – litigation settlement – \$22,500 reimbursed by WSTIP
- Cascade Print Media - #28445 - \$7,190.51 – new schedule printing
- Check period includes 3 regular payrolls
  - May Purchases Fuel Prices: Diesel \$1.77 Unleaded \$2.42

### **Fiscal Impact:**

\$748,002.87

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of May 13, 2016 through June 17, 2016 financial obligations on checks #28331 through #28487, as presented for a total of \$748,002.87.

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Mason Transit Authority  
June 2016 Disbursement Approval

The following checks for the period of May 13, 2016 through June 17, 2016 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

DESCRIPTION	CHECK NUMBERS	TOTAL AMOUNT
Accounts Payable Checks	28331 - 28487	\$748,002.87 ✓

Included within the checks were:		
Payroll – 5/17/2016	Check #28331	\$120,110.74
Payroll – 6/1/2016	Check #28387	\$117,978.55
Special Payroll – 6/7/2016	Check #28431	\$53,983.05
Payroll – 6/14/2016	Check #28481	\$118,632.24
Void – Joseph O Enbody, returned garnishment check	Check #28347	\$238.68
Spoil – 6/9/2016	Check #28430	-0-

Submitted by:   
Jeri Wood, Accounting Specialist

Date: 6/14/16

Approved by:   
Danette Brannin, Acting General Manager/  
Finance Manager

Date: 6/14/16

**Mason County Public Transportation Benefit Area**

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 5/13/2016 Through 6/17/2016

<b>Document Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Amount</b>
5/17/2016	28331	Mason Transit Authority - Payroll Transfer	120,110.74
5/19/2016	28332	ABC Drug & Alcohol Testing Services	327.00
5/19/2016	28333	AIG Retirement	510.00
5/19/2016	28334	Alarm Center	200.73
5/19/2016	28335	Aramark	153.45
5/19/2016	28336	Aramark	33.29
5/19/2016	28337	Tracy Becht	14.05
5/19/2016	28338	Bernie's Custom Paint	1,691.22
5/19/2016	28339	Clallam Transit System	1.60
5/19/2016	28340	Color Graphics	19.04
5/19/2016	28341	Cummins Northwest, LLC	9,535.74
5/19/2016	28342	Daily Journal of Commerce	1,187.55
5/19/2016	28343	Dex Media West LLC	808.00
5/19/2016	28344	Dept. of Retirement Systems - PERS Contributions	21,209.53
5/19/2016	28345	Dept. of Retirement Systems - Deferred Comp (DCP)	930.00
5/19/2016	28346	EMC - Mason Transit	155.65
5/19/2016	28347	Joseph O Enbody, Attorney	238.68
6/1/2016		Joseph O Enbody, Attorney	(238.68)
5/19/2016	28348	Gillig, LLC	450.60
5/19/2016	28349	Rikki Johnson	62.00
5/19/2016	28350	LegalShield	122.55
5/19/2016	28351	Les Schwab	90.32
5/19/2016	28352	Michael G Malaier, Trustee	1,370.76
5/19/2016	28353	MASCO Petroleum, Inc.	497.88
5/19/2016	28354	Mason County PUD #3	2,601.42
5/19/2016	28355	Pablo Matias	300.00
5/19/2016	28356	Napa Auto Parts	210.45
5/19/2016	28357	Office Depot, inc.	19.49
5/19/2016	28358	O'Reilly Auto Parts	137.25
5/19/2016	28359	Pacific Office Automation	553.85
5/19/2016	28360	Pro-Build Company LLC	12.12
5/19/2016	28361	Schetky Northwest Sales, Inc.	170.31
5/19/2016	28362	Seattle Automotive Distributing	53.37
5/19/2016	28363	Shelton Mason County Chamber of Commerce	1,025.00
5/19/2016	28364	The Shoppers Weekly	29.84
5/19/2016	28365	Titus-Will	284.28
5/19/2016	28366	Tozier Brothers, Inc.	15.73
5/19/2016	28367	United Way of Mason County	68.00
5/19/2016	28368	Washington State Transit Association	720.00
5/26/2016	28369	ABC Drug & Alcohol Testing Services	59.00
5/26/2016	28370	Aflac	816.66

**Mason County Public Transportation Benefit Area**

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 5/13/2016 Through 6/17/2016

<b>Document Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Amount</b>
5/26/2016	28371	Bayside Apparel	94.57
5/26/2016	28372	Belfair Assembly of God Church	90.00
5/26/2016	28373	Black Star	32.55
5/26/2016	28374	Lisa Davis	54.36
5/26/2016	28375	Gillig, LLC	196.61
5/26/2016	28376	Luminator Mass Transit LLC	35,510.98
5/26/2016	28377	Mountain Mist Water	85.47
5/26/2016	28378	Northwest Administrators	96,070.70
5/26/2016	28379	Pacific Office Automation	599.08
5/26/2016	28380	SCJ Alliance	506.50
5/26/2016	28381	Shelton Mason County Chamber of Commerce	900.00
5/26/2016	28382	South Sound Investment Properties, LLC	300.00
5/26/2016	28383	Spike's Hydraulics	59.37
5/26/2016	28384	Trapeze Software Group, Inc.	23,473.98
5/26/2016	28385	Westcare Clinic, Inc.	85.00
5/26/2016	28386	Zee Medical Service Co.	235.45
6/1/2016	28387	Mason Transit Authority - Payroll Transfer	117,978.55
6/3/2016	28388	Advance Glass	217.60
6/3/2016	28389	AIG Retirement	510.00
6/3/2016	28390	Alarm Center	190.40
6/3/2016	28391	Aramark	265.80
6/3/2016	28392	Aramark	66.18
6/3/2016	28393	Bayside Apparel	321.83
6/3/2016	28394	Bernie's Custom Paint	1,127.99
6/3/2016	28395	Bethel Towing	472.85
6/3/2016	28396	Black Star	366.73
6/3/2016	28397	Danette Brannin	102.00
6/3/2016	28398	Chris Buchan	300.00
6/3/2016	28399	City of Shelton	654.05
6/3/2016	28400	Comcast	133.36
6/3/2016	28401	Cummins Northwest, LLC	631.12
6/3/2016	28402	Dept. of Retirement Systems - PERS Contributions	20,668.19
6/3/2016	28403	Dept. of Retirement Systems - Deferred Comp (DCP)	930.00
6/3/2016	28404	EMC - Mason Transit	155.65
6/3/2016	28405	Gillig, LLC	323.99
6/3/2016	28406	Global Equipment Company, Inc.	95.95
6/3/2016	28407	Hood Canal Communications	8,213.36
6/3/2016	28408	Rikki Johnson	184.62
6/3/2016	28409	Christina J Fremont	17.24
6/3/2016	28410	Les Schwab	108.80
6/3/2016	28411	Michael G Malaier, Trustee	1,464.45

**Mason County Public Transportation Benefit Area**

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 5/13/2016 Through 6/17/2016

<b>Document Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Amount</b>
6/3/2016	28412	Mason County PUD #3	2,790.22
6/3/2016	28413	Mason Transit Authority - Petty Cash	53.18
6/3/2016	28414	Tracy Moore	641.42
6/3/2016	28415	Muzak LLC	93.60
6/3/2016	28416	Napa Auto Parts	507.71
6/3/2016	28417	Network Computing Architects, Inc.	113.65
6/3/2016	28418	Olympic Lock & Key	1,036.86
6/3/2016	28419	Platt Electric Supply, Inc.	205.63
6/3/2016	28420	Pro-Build Company LLC	74.01
6/3/2016	28421	Schetky Northwest Sales, Inc.	26.19
6/3/2016	28422	The Shoppers Weekly	289.10
6/3/2016	28423	Summit Law Group	3,760.97
6/3/2016	28424	Titus-Will	1,360.71
6/3/2016	28425	Total Battery & Automotive Supply	39.53
6/3/2016	28426	Tozier Brothers, Inc.	77.75
6/3/2016	28427	ULINE	131.47
6/3/2016	28428	United Way of Mason County	68.00
6/3/2016	28429	Westcare Clinic, Inc.	340.00
6/9/2016	28430	Mason Transit Authority - Payroll Transfer	0.00
6/7/2016	28431	Mason Transit Authority - Payroll Transfer	53,983.05
6/15/2016	28432	ABC Drug & Alcohol Testing Services	236.00
6/15/2016	28433	Advance Glass	614.45
6/15/2016	28434	Agility AVL	376.01
6/15/2016	28435	American Petroleum Enviro Services Inc.	751.36
6/15/2016	28436	Associated Petroleum Products, Inc.	17,338.16
6/15/2016	28437	Aramark	121.52
6/15/2016	28438	Aramark	35.01
6/15/2016	28439	ARCH Mechanical, Inc.	203.98
6/15/2016	28440	ARI Phoenix, Inc.	118.71
6/15/2016	28441	Mick Baker	306.18
6/15/2016	28442	Belfair Water District #1	182.06
6/15/2016	28443	Bank of America Business Card	5,350.96
6/15/2016	28444	Sally M. Carl	736.56
6/15/2016	28445	Cascade Print Media	7,190.51
6/15/2016	28446	Cascade Natural Gas	1,670.20
6/15/2016	28447	Coastwide Laboratories	406.55
6/15/2016	28448	Commercial Brake & Clutch, Inc.	309.44
6/15/2016	28449	Gene Currier	225.72
6/15/2016	28450	Gillig, LLC	1,244.30
6/15/2016	28451	Integra Telecom	294.93
6/15/2016	28452	Jitterbug Espresso/Stephanie Boysen	700.00
6/15/2016	28453	Robert W. Johnson, PLLC	1,600.00
6/15/2016	28454	Kitsap Transit	1,441.50

**Mason County Public Transportation Benefit Area**

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 5/13/2016 Through 6/17/2016

<b>Document Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Amount</b>
6/15/2016	28455	iFIBERONE	666.66
6/15/2016	28456	Les Schwab	1,450.43
6/15/2016	28457	Mason County Garbage, Inc.	364.32
6/15/2016	28458	Mason County PUD #3	2,796.40
6/15/2016	28459	Mason County Utilities/Waste Management	96.00
6/15/2016	28460	Mountain Mist Water	101.38
6/15/2016	28461	Napa Auto Parts	301.22
6/15/2016	28462	Judy Nicholson	481.14
6/15/2016	28463	Office Depot, inc.	17.12
6/15/2016	28464	O'Reilly Auto Parts	68.55
6/15/2016	28465	Pacific Office Automation	506.72
6/15/2016	28466	Mason Transit Authority - Paychex	199.00
6/15/2016	28467	Performance Radiator	411.26
6/15/2016	28468	Pro-Build Company LLC	127.30
6/15/2016	28469	R & R Tire Company, Inc.	1,013.32
6/15/2016	28470	Rexus Corporation	51.00
6/15/2016	28471	Schetky Northwest Sales, Inc.	255.08
6/15/2016	28472	Seattle Automotive Distributing	182.66
6/15/2016	28473	Mason County Journal	1,253.50
6/15/2016	28474	Staples Business Advantage	54.36
6/15/2016	28475	Titus-Will	936.04
6/15/2016	28476	Verizon Wireless	399.62
6/15/2016	28477	Voyager Fleet Systems, Inc.	4,103.39
6/15/2016	28478	Westcare Clinic, Inc.	85.00
6/15/2016	28479	Whisler Communications	1,746.31
6/15/2016	28480	Robert Williams	139.86
6/14/2016	28481	Mason Transit Authority - Payroll Transfer	118,632.24
6/17/2016	28482	AIG Retirement	410.00
6/17/2016	28483	Dept. of Retirement Systems - PERS Contributions	21,135.93
6/17/2016	28484	Dept. of Retirement Systems - Deferred Comp (DCP)	930.00
6/17/2016	28485	EMC - Mason Transit	153.65
6/17/2016	28486	Michael G Malaier, Trustee	1,464.45
6/17/2016	28487	United Way of Mason County	68.00
		Total 101000 - MC Treasurer Depository	748,002.87

Report Total

748,002.87

Mason County Public Transportation Benefit Area  
Vendor Activity - Credit Card Charges  
From 5/1/2016 Through 5/31/2016

GL Title	Transaction Description	Expenses
Employee Recognition	WalMart-Employee Recognition Cup Filler	57.96
Contract Services	Microsoft Online-email service	30.41
Contract Services	Microsoft Online-email service	374.27
Contract Services	Smarsh-email archiving	434.00
Contract Services	Smarsh-website platform social bundling	50.00
CDL Testing/DMV Checks	DOL-Driver abstract	13.00
Facility Repair/Maintenance	HomeDepot-Ultrasonic bird repeller	48.83
Facility Repair/Maintenance	Walmart-cleaning tool	5.42
Office Supplies	Redbox-video rental	2.72
Office Supplies	Staples-Business Forms	189.86
Cleaning/Sanitation Supplies	Walmart-Fabreze	7.58
Cleaning/Sanitation Supplies	Walmart-Pinesol	7.49
Communications Equipment	Verizon-cell booster for Maintenance	271.99
Small Tools & Equipment	Walmart-vacuum cleaner	183.87
Travel & Meeting Expense MTA	Courtyard by Marriott-R Johnson travel	416.40
Travel & Meeting Expense MTA	Courtyard Marriott-D Brannin travel	366.40
Travel & Meeting Expense MTA	Crown Plaza Hotel-L Davis travel	390.08
Travel & Meeting Expense MTA	DoubleTree Inn-C Fremont travel	967.55
Travel & Meeting Expense MTA	Inn at the Convention Center-L Davis travel	429.39
Travel & Meeting Expense MTA	Oregon Conv Center Parkingt-R Johnson travel	10.00
Travel & Meeting Expense MTA	Oregon Conv Center-D Brannin travel	10.00
Travel & Meeting Expense MTA	Oxford Inn- R Johnson travel	201.94
Travel & Meeting Expense MTA	Oxford Inn-D Brannin travel	201.94
Travel & Meeting Expense MTA	Roosters-D Brannin EDC luncheon	6.30
Travel & Meeting Expense MTA	Walmart-Staff meeting refreshments	70.50
Travel & Meeting Expense MTA	Walmart-Staff meeting refreshments	209.93
Training / Seminars	Olympic College-refund tuition	(84.49)
Training / Seminars	Olympic College-refund tuition	(34.51)
Advertising/Promotion Media	Spangler Candy-Forest Festival promo	100.80
Advertising/Promotion Media	WalMart-Forest Festival promo	11.33
Passenger Parking Facilities	AllStarStorage-Belfair parking	400.00
	Transaction Total	<u>\$ 5,350.96</u>

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Unfinished Business –Item 1 – *Actionable*

**Subject:** Temporary Parking Area in Belfair

**Prepared by:** Mike Oliver, Development Manager

**Approved by:** Danette Branning, Acting General Manager

**Date:** June 21, 2016

### **Summary for Discussion Purposes:**

Northridge Properties, PLLC of Belfair, WA has completed transformation of the parking area on Roy Boad Road. Staff has prepared a lease agreement between Mason Transit Authority and Northridge Properties (the "Agreement") for use of the property as depicted in the Agreement. The Agreement has been reviewed by MTA legal representation and Northridge Properties. Staff requests board approval through Resolution No. 2016-16 authorizing the Acting General Manager to execute the Agreement with Northridge Properties effective July 1, 2016.

### **Fiscal Impact:**

Upon execution of the Agreement, MTA monthly costs for lease of the property will not exceed \$1500.00 per month for a period of three consecutive years (thirty-six months) from date of the Agreement execution. MTA will have the option to continue the Agreement on a month-to-month basis following the three year term, at the same monthly rate until termination as set forth in the Agreement.

### **Staff Recommendation:**

Approval of the Agreement for use of the property as a temporary parking area for transit users and the general public alike until such time as a permanent North Mason Park and Ride location is fully operational.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2016-16 and the Lease Agreement between Northridge Properties, LLC, and Mason Transit Authority and approve and authorize the execution of the Agreement effective July 1, 2016 by the Acting General Manager.

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Mason Transit Authority  
790 E Johns Prairie Rd  
Shelton, WA 98584

## MASON TRANSIT AUTHORITY

### ROY BOAD ROAD (RBR) "PARKING LOT" LEASE AGREEMENT

This is an AGREEMENT for the use of real property, entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between NORTHRIDGE PROPERTIES LLC, (NRP), a Washington corporation hereinafter Lessor, and MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA, (DBA) MASON TRANSIT AUTHORITY, a municipal corporation of the State of Washington, hereinafter referred to as MTA, hereinafter collectively referred to as the Parties.

#### RECITALS

- A. Lessor is the owner of real property, the legal description of which is shown on the attached Exhibit "A".
- B. MTA, in order to provide better public transportation service, desires to use the above said property as designed and depicted on the attached Exhibit "B" as a temporary parking lot to be known as "The Roy Board Road Parking Area (RBR)" for use by MTA customers and others.

#### AGREEMENT

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the Parties hereto agree as follows:

1. The Recitals set forth above, constituting the basis of this Agreement of the Parties, are incorporated herein by reference, as if fully set forth.
2. The Lessor hereby agrees to allow MTA exclusive use of the property depicted on the attached Exhibits to be used as a public parking area by public transit users and the general public seven days per week without restriction as to hours for the term of this Agreement. The real property hereinafter known as the Roy Boad Road Parking Area (RBR). MTA shall have license to have its customers use all access, facilities and parking spaces designed and depicted in Exhibit "B".

3. MTA shall pay a monthly lease fee to Lessor of \$1,500 for the property depicted in Exhibit "B" commencing on \_\_\_\_\_, 2016 and a like sum on the 1st day of every month thereafter for a period equal to three years (36 months) from the execution date of this agreement. At the termination of the three year period, MTA reserves the option to maintain this agreement on a "Month to Month Basis" until such time as a permanent North Mason County Park and Ride location is constructed and operational. MTA or Lessor may terminate any extension upon completion of the three year lease period, as mutually agreed to and between the Parties, with at least 30 days' written notice.

4. MTA will assume monthly utility fees required to maintain daily operations of Exhibits "A" and "B" as a public parking area.

5. Upon notification to Lessor, MTA may, at its own discretion, authorize the removal and impoundment of any vehicle parked in the RBR parking lot for more than forty eight (48) consecutive hours. MTA shall be responsible for any claim of damages for removal of said vehicles.

6. MTA shall have the ability to place and erect signage at the RBR parking lot, provided that the same comply with any applicable regulatory authority and requirements.

7. The Lessor shall at all times during the term of this lease, or any extension of the term thereof, keep the parking lot, including but not limited to; any and all ongoing requirements associated with the Washington State Environmental Act (SEPA); aggregate surface, compaction and finish; storm water control requirements; all parking stalls including a minimum of four (4) ADA parking stalls; all passenger waiting areas; and lighting standards, in "State of Good Repair" and in compliance with all applicable laws, ordinances and regulations.

8. Lessor and MTA (each, in such case, an "Indemnifying Party.") shall indemnify, defend and hold the other party and its employees, directors, officers, managers, members and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct."

9. The term of this AGREEMENT shall be three years from \_\_\_\_\_, \_\_\_\_\_, 2016 through \_\_\_\_\_, \_\_\_\_\_, 2019. MTA shall have the option to extend the lease from month to month at termination of the three year period described herein upon giving written notice to

Lessor at least 30 days before the expiration of the Lease Agreement. MTA or Lessor may terminate any extension upon completion of the three year lease period, as mutually agreed to and between the Parties, with at least 30 days' written notice. The covenants herein shall run with the land and inure to the benefit of and bind the Parties hereto, and their successors and assigns.

10. If either party brings a legal action to enforce the terms of this agreement or to recover damages for the breach of same, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. Venue for any such action shall be in Mason County Superior Court.

11. This is the only agreement between the Parties and there is no other understanding or representations not included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ and \_\_\_\_\_ last written below.

NORTHRIDGE PROPERTIES, LLC:

\_\_\_\_\_  
JACK JOHNSON

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

MASON TRANSIT AUTHORITY (MTA):

\_\_\_\_\_  
DANETTE BRANNIN, ACTING GENERAL MANAGER  
790 E JOHNS PRAIRIE RD  
SHELTON WA 98584

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

STATE OF WASHINGTON )

:SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the owner, Northridge Properties, LLC, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires:

# Parcel

<b>Parcel#:</b>	12328-23-90011	<b>Owner Name:</b>	NORTH RIDGE PROPERTIES, LLC
<b>DOR Code:</b>	48 - Transportation - Utilities	<b>Address1:</b>	ATTN: LENNY JOHNSON
<b>Situs:</b>	320 NE ROY BOAD RD, BELFAIR	<b>Address2:</b>	PO BOX 488
<b>Map Number:</b>		<b>City, State:</b>	BELFAIR WA
<b>Status:</b>		<b>Zip:</b>	985280488
<b>Description:</b>	TR 6 OF SW NW SURVEY 34/139TRS B,C, & D OF SP #1943 PCL 1 OF BLA #01-71(R)		
<b>Comment:</b>			

## 2016 Market Value

Land:	\$287,250
Improvements:	\$0
Permanent Crop:	\$0
<b>Total</b>	<b>\$287,250</b>

## 2016 Taxable Value

Land:	\$287,250
Improvements:	\$0
Permanent Crop:	\$0
<b>Total</b>	<b>\$287,250</b>

## 2016 Assessment Data

District:	0276 - Tax District 0276
Current Use/DFL:	No
<b>Total Acres:</b>	<b>3.74000</b>

# Ownership

Owner's Name	Ownership %
NORTH RIDGE PROPERTIES, LLC	100 %

## Sales History

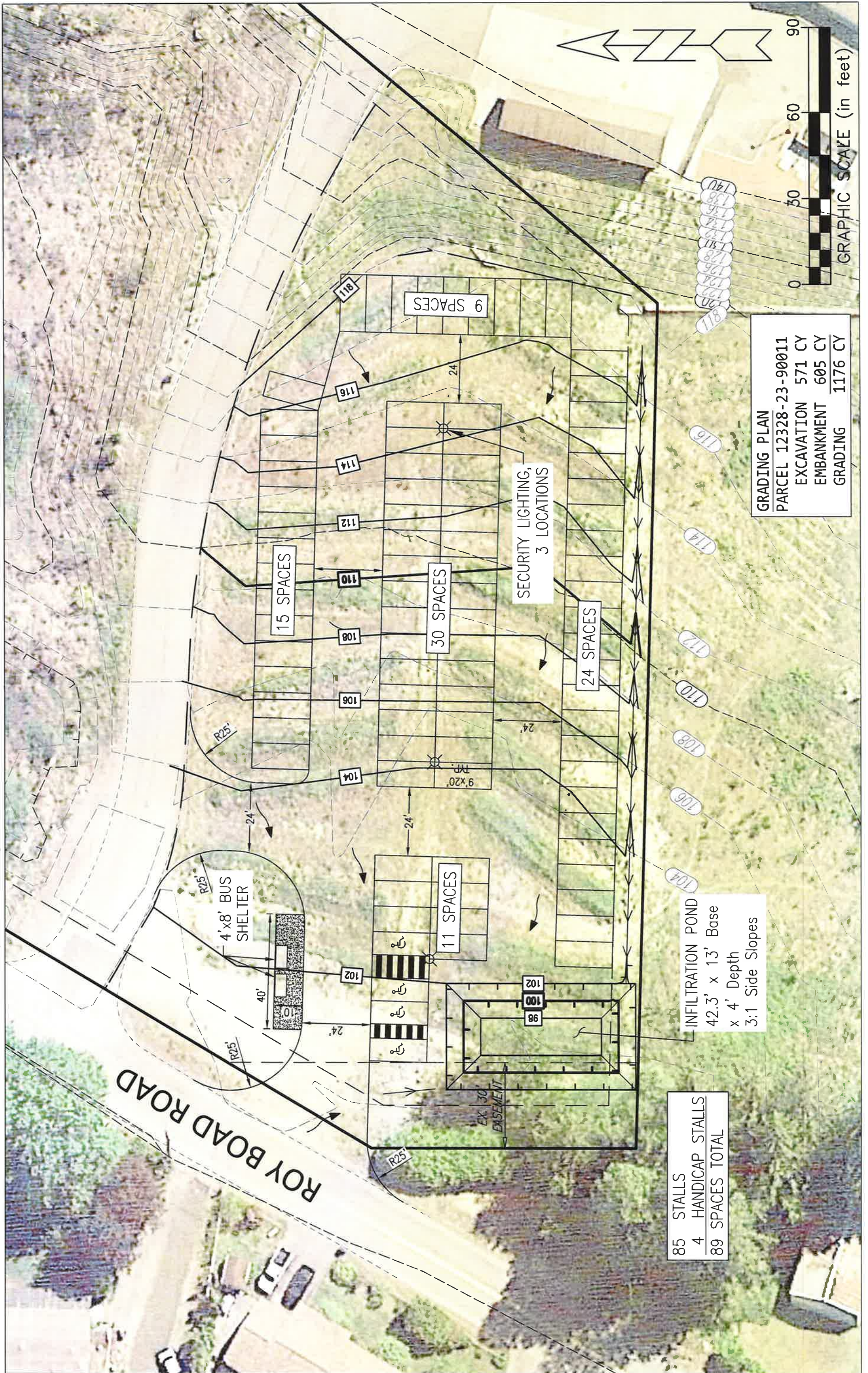
Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
07/05/02	1759089	1	200262600	JACK & KATHY JOHNSON ETAL	MASON COUNTY	\$0
07/06/01	1734881	1	200158316	JACK/KATHY JOHNSON, ET AL	NORTH RIDGE PROPERTIES LLC	\$0
04/10/92	542394	1	199216647	RICK-LESTER KRUEGER ET UX	JOSEPH H PEDEFERRI	\$50,000
04/10/92	542395	1	199216647	JANIE A PEDEFERRI	JOSEPH H PEDEFERRI	\$50,000
04/10/92	542394	1	199216647 1	RICK-LESTER KRUEGER ET UX	JOSEPH H PEDEFERRI	\$0
04/10/92	542395	1	199216647 1	JANIE A PEDEFERRI	JOSEPH H PEDEFERRI	\$0
03/04/92	540340	1	199216078	MARY A MILLARD	RICK A & LESLIE J KRUEGER ET AL	\$50,000

## Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2016	NORTH RIDGE PROPERTIES, LLC	\$287,250	\$0	\$0	\$287,250	\$0	\$287,250
2015	NORTH RIDGE PROPERTIES, LLC	\$97,825	\$0	\$0	\$97,825	\$0	\$97,825
2014	NORTH RIDGE PROPERTIES, LLC	\$96,750	\$0	\$0	\$96,750	\$0	\$96,750
2013	NORTH RIDGE PROPERTIES, LLC	\$96,750	\$0	\$0	\$96,750	\$0	\$96,750
2012	NORTH RIDGE PROPERTIES, LLC	\$107,500	\$0	\$0	\$107,500	\$0	\$107,500



**EXHIBIT "B" - RBR Belfair Temporary Parking Area**



**GRADING PLAN**

PARCEL 12328-23-90011	EXCAVATION	571 CY
	EMBANKMENT	605 CY
	GRADING	1176 CY

85	STALLS
4	HANDICAP STALLS
89	SPACES TOTAL

INFILTRATION POND  
 42.3' x 13' Base  
 x 4' Depth  
 3:1 Side Slopes

SECURITY LIGHTING,  
 3 LOCATIONS

9 SPACES

15 SPACES

30 SPACES

24 SPACES

11 SPACES

ROY BOARD ROAD





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**RESOLUTION NO. 2016-16**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD AUTHORIZING THE ACTING GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH NORTHRIDGE PROPERTIES, LLC FOR USE AS A TEMPORARY PARKING AREA**

**WHEREAS**, the Mason Transit Authority (“MTA”) Board has directed staff to conduct feasibility and general use studies of the property owned by Northridge Properties, LLC located at 320 NE Roy Boad Road, Belfair, Washington for use as a temporary parking area by commuters and the general public; and

**WHEREAS**, staff has completed all necessary assessment and determined that the location will meet Mason Transit Authority’s needs as a temporary parking location for use by the general public and commuters using transit until such time as a permanent location is constructed; and

**WHEREAS**, Northridge Properties, LLC has met all of the requirements of improvement to the property for MTA’s use as required by the Letter of Intent authorized on April 19, 2016 by the Mason Transit Authority Board, and

**WHEREAS**, the proposed term and mutual understanding of the lease agreement has been established between Mason Transit Authority and Northridge Properties, LLC.

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** approves the proposed Lease Agreement between Mason Transit Authority and Northridge Properties, LLC, and authorizes the Acting General Manager to execute the agreement upon completion of agreed physical improvements and readiness of the property for use as a temporary parking area per the proposed lease agreement effective July 1, 2016.

Adopted this 21<sup>st</sup> day of June, 2016.

\_\_\_\_\_  
Terri Jeffreys, Chair

\_\_\_\_\_  
John Campbell, Vice-Chair

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Tracy Moore, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Deborah Petersen, Authority Member

\_\_\_\_\_  
Don Pogreba, Authority Member

\_\_\_\_\_  
Ginger Seslar, Authority Member

\_\_\_\_\_  
Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, Acting General Manager

APPROVED AS TO FORM: \_\_\_\_\_  
Robert W. Johnson, Legal Counsel

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Unfinished Business – Item 2 – *Actionable*  
**Subject:** Amendment to Memorandum of Understanding with Skokomish Indian Tribe  
**Prepared by:** Mike Oliver, Development Manager  
**Approved by:** Danette Brannin, Acting General Manager  
**Date:** June 21, 2016

### **Summary for Discussion Purposes:**

Pursuant to Resolution No. 2016-03, the Board approved the signing of the Memorandum of Understanding (“MOU”) with the Skokomish Indian Tribe to receive tribal transit funding as continued support of the Skokomish Pilot Transportation Services for calendar year 2016.

Additional funding has recently been provided to the Skokomish Indian Tribe from the Federal Transit Administration Tribal Transit Program in the amount of \$32,948. This additional tribal transit funding will increase the amount of 12 equal monthly payments as set forth in the MOU from \$5,842.50 to \$8,588.16 for a total amount of \$103,058.00 to be received by Mason Transit Authority in calendar year 2016 as continued support of the Skokomish Pilot Transportation Services.

### **Fiscal Impact:**

An increase of \$32,948 to be received from the Skokomish Indian Tribe in calendar year 2016.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2016-17 authorizing the Acting General Manager to execute the 2016 Memorandum of Understanding, as amended, with the Skokomish Indian Tribe in the new total amount of \$103,058.00 to be received in calendar year 2016 for the continued operation of the Skokomish Pilot service.

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Memorandum of Understanding (MOU)

Skokomish Indian Tribe

And

Mason County Public Transportation

Benefit Area

(DBA)

Mason Transit Authority

2016

# Memorandum of Understanding between the Skokomish Indian Tribe and Mason County Public Transportation Benefit Area (MTA)

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PURPOSE.....	2
METHOD OF COOPERATION.....	2
TERM.....	2
COMPENSATION.....	3
GENERAL TERMS .....	4

Exhibit A: Funding Levels for Transit Services Provided by MTA

Exhibit B: Current and Projected MTA Routes in Affected Areas

Exhibit C: Certifications & Assurances

## **Introduction**

The Skokomish Indian Tribe, an Indian tribe recognized as such by the federal government, and Mason County Public Transportation Benefit Area governed by the Mason Transit Authority Board (MTA), a Washington municipal corporation organized under Chapter 36.57A RCW, hereby enter into agreements with one another for joint or cooperative action pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW to provide additional public transit services to Tribal Members and the general public in Mason County utilizing Federal Tribal Transit Program ("FTTP") funds.

## **Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing Tribal/public transit needs. Moreover, it will set forth the roles and responsibilities of Skokomish Indian Tribe, as the recipient of FTTP funds, and MTA, as a contractor, in providing the specific services anticipated by the grant. Hereafter referred to as the "Project," the parties intend to use the funds to expand public transit services in Mason County by adding one new trip with four trips Mondays through Saturdays in areas heavily used by tribal members. The buses will be maintained and operation of the routes will be carried out by MTA.

## **Methods of Cooperation**

Each party to this MOU is a separate organization responsible for establishing its own policies and procedures, except where specifically discussed in this Memorandum.

## **Term**

The term of this MOU will commence January 1, 2016 and conclude December 31, 2016. The term may be extended by mutual agreement of the parties, which must be executed in writing upon 60 days' notice of proposed extension.

## **COMPENSATION**

The total funding provided in Exhibit A shall be provided in the form of 12 equal monthly payments of \$8588.16 each totaling \$103,058.00 to MTA for partial compensation of the service described in this agreement.

## **Rights, Roles, and Responsibilities**

### **Obligations of Skokomish Indian Tribe**

As a federal funding recipient, Skokomish Indian Tribe is responsible for carrying out the project described in its FTA Tribal Transit Grant application. Skokomish Indian Tribe will provide contract oversight, planning and coordination with MTA.

1. Skokomish Indian Tribe will establish requirements for periodic financial reports monthly on Skokomish-funded services from MTA or at intervals as required by funding agencies and as mutually agreeable to each party.
2. Skokomish Indian Tribe will establish requirements for periodic operational reports, no more than monthly, on Skokomish-funded services from MTA that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
3. Skokomish Indian Tribe will gather reports from MTA as required and will report to funding agencies as required by those agencies.
4. Skokomish Indian Tribe will ensure that all applicable federal laws and regulations are complied with, and that all federal directives affecting Project implementation are followed. Skokomish Indian Tribe may, at its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule or, the activities to be undertaken as part of this agreement, such modification will be incorporated only by written amendment signed by both Skokomish Indian Tribe and MTA. If MTA objects to any such changes, MTA may terminate this agreement upon 60 days' written notice to Skokomish Indian Tribe.
5. Skokomish Indian Tribe will provide funding as set forth in Exhibit A for the services described in Exhibit B from funds made available to the Tribe for this purpose from federal and state sources. Currently these sources consist of a Tribal Transit grant by the Federal Transit Administration and the Bureau of Indian Affairs. The total funding provided in Exhibit A shall be provided in the form of 12 equal monthly payments of \$5,842.50 each totaling \$70,110.00 to MTA for partial compensation of the service described in this agreement.
6. Skokomish Indian Tribe will pay MTA during the Project in the following manner: At a mutually agreed upon schedule, MTA will submit an Invoice for services provided during the preceding billing period. Upon receipt of the invoice, Skokomish Indian Tribe will request funds through the FTA Electronic Clearinghouse Operation (ECHO) system, and will disburse those funds to MTA.



## **Obligations of MTA**

1. Mason Transit Authority, as sub-recipient, will operate and maintain the vehicles used to provide the services covered by this Memorandum in accordance with its own policies and procedures.
2. Mason Transit Authority, as sub-recipient, will provide the specific services outlined in this Memorandum during the term of this MOU. Should available funding levels change; these services will be expanded or curtailed based on written agreement of the two parties.
3. Mason Transit Authority, as sub-recipient, will provide periodic financial reports to Skokomish Indian Tribe through its designated staff representative. MTA, as sub-recipient, will provide periodic operational reports to Skokomish Indian Tribe on Skokomish-funded services that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the project.
4. In carrying out the services covered by this Memorandum, MTA, as sub-recipient, will act in accordance with the applicable standards described in the certifications and assurances attached as Exhibit C. MTA will comply with applicable Federal laws and regulations, including those listed at Exhibit C. Federal laws, regulations, and directives may change; where applicable, such changed requirements will apply to the Project.

## **General Terms**

**A. Termination:** This agreement may be terminated by mutual consent of both parties, or by either party upon 60 days' notice in writing.

**B. No Third Party Beneficiaries:** Skokomish Indian Tribe and MTA are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the MOU.

**C. Mutual - Indemnification:** Each Party assumes all liability for injury or damage to persons or property arising from the act or negligence of its own employees, agents, members of governing bodies, or contractors. To the extent permitted by law, each Party shall indemnify, defend and hold all other Party harmless from any Liability arising from such act or negligence to the extent caused by the indemnifying party's act or negligence.

Any Party seeking indemnification (the "Indemnified Party") under this provision shall give reasonable notice to the Party from whom it seeks indemnification (the "Indemnifying Party") in writing of any such Liability, permit the Indemnifying Party to assume the defense and settlement of any such claim or threatened claim, and reasonably assist the Indemnifying Party, at the Indemnifying Party's cost and expense, in investigating and defending against the Liability. In the event of any claim against any Party by any employee of another Party, the indemnification and hold harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Party employing the claimant under workers compensation acts, disability benefit acts, or other employee benefit acts; and the Party employing the claimant hereby specifically and expressly waives the immunity of the Party employing the claimant under such acts, and agrees that the foregoing waiver was mutually negotiated by the Parties; provided, however, that this waiver of immunity by the provisions of this section extends only to claims against a Party by or on behalf of the employee of another Party under or pursuant to this Agreement, and does not include, or extend to, any claims by the employees of any Party directly against that Party. In the case of joint or concurrent Liability, each Party shall be responsible for its share of the Liability.

**D. Informal Dispute Resolution:** The undersigned representatives of each party hereby affirm that they have entered into this Agreement in good faith. Each party agrees that it will discharge its obligations under this Agreement in good faith. The parties agree that they will work together and will endeavor to accomplish the purposes and goals of this Agreement in a manner that serves the best interests of Mason County, the Skokomish Indian Tribe and the members of those communities. In the event of any dispute or disagreement in the implementation of this Memorandum of Understanding, both parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each organization. If a dispute is not resolved within five business days of an issue being formally raised by the parties, the dispute will be referred by the representatives to the Community Development Director and Mason Transit Authority's Development Manager, who will endeavor in good faith to agree upon a resolution of the dispute. If the matter is not resolved through negotiations at the supervisory level, the dispute will be referred to the Skokomish Indian Tribe Chief Executive Officer and the Mason Transit Authority General Manager. Final resolution of disputes may be referred for the joint consideration and negotiation of the Skokomish Indian Tribal Council and Mason Transit Authority Board.

**E. Formal Dispute Resolution: Arbitration.**

1. All claims, disputes and other controversies arising out of or relating to this Agreement not resolved by Informal Dispute Resolution shall be subject to arbitration as provided in this section. The arbitrators shall equitably have the authority to order injunctive relief or specific performance. All arbitration proceedings shall be conducted by a board of arbitrators composed of three persons.
2. In the event of arbitration one arbitrator shall be appointed by the Skokomish Indian Tribe and one arbitrator shall be appointed by MTA and the third arbitrator shall be appointed by the other two arbitrators. The Skokomish Indian Tribe and MTA shall have 15 days from the institution of the arbitration to make their appointments.
3. The arbitration shall be conducted under rules as may be determined by the arbitrators; provided, however, that both Parties shall be afforded discovery consistent with the Federal Rules of Civil Procedure; and, provided further, if the arbitrators do not unanimously agree on the rules governing the arbitration, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The board so designated shall conduct a hearing within 30 days of completion of any discovery, and within 15 days after the hearing (unless such time is extended by agreement of the Parties) shall notify the Parties of their decision in writing, stating the reasons therefore and separately listing their findings of fact, conclusions of law and order. Insofar as the Parties may legally do so, they agree to abide by the decision of the board. All factual determinations made by the board shall be conclusive and binding on the Parties and shall only be subject to judicial review as permitted under Washington law.
4. Pending the final resolution of any dispute, the Parties shall proceed diligently with the performance of their respective services and other duties and obligations under this Agreement without diminution of effort.

**G. Limitations:** Except as otherwise expressly identified in this agreement, no signatory is authorized by any other signatory under this agreement to act on behalf of another signatory; and no signatory shall have the authority to bind another signatory in contract, debt or otherwise. The signatories are and shall remain separate entities, and no partnership, joint venture, or agency relationship shall be created under this agreement.

**H. Force Majeure:** Contractor's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Contractor's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, and acts of any government, fires, floods, epidemics and strikes.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS  
MEMORANDUM OF UNDERSTANDING.

**Skokomish Indian Tribe:**

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

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

Legal: \_\_\_\_\_

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

Accounting: \_\_\_\_\_

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

**Mason Transit Authority:**

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

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

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

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

**Exhibit A: Funding Levels for Transit Services Provided by MTA**

The funding provided to MTA by Skokomish Indian Tribe will be as follows:

Beginning January 2016 and continuing for 12 months through December 2016

**Total Federal Tribal Transit Funding.....\$103,058.00**

## **Exhibit B: Schedule Example for Transit Services Provided by MTA**

## **Exhibit C: Federal Fiscal Year 2014 Certifications and Assurances for Federal Transit Administration Assistance Programs**

### **01. ASSURANCES REQUIRED FOR EACH APPLICANT**

Each Applicant for FTA assistance must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01." As a sub-recipient to the Applicant, MTA provides assurances that MTA will comply provide with all Certifications and Assurances applicable to a sub-recipient.

#### **A. Assurance of Authority of the Applicant and Its Representative**

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

#### **B. Standard Assurances**

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the FTA grant agreement or cooperative agreement, including the FTA Master Agreement that is incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

### **C. Intergovernmental Review Assurance**

Except if the Applicant is an Indian tribal government seeking assistance authorized by APPENDIX A 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under PTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

### **D. Nondiscrimination Assurance**

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

(1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project;



(2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions;

(3) It will include in each sub-agreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any sub-recipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;

(4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits;

(5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance; and

(6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

**E. Assurance of Nondiscrimination on the Basis of Disability**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as

amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

#### **F. Suspension and Debarment**

In accordance with the terms of U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180:

(1) The Applicant (Primary Participant) certifies to the best of its knowledge and belief that it and its principals, including its first tier sub-

Recipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1) (b) of this certification;

(d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The Applicant (Primary Participant) certifies that it and its principals, including its first tier sub-recipients, will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (3) requires the consent of a Federal Official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2

CFR Part 1200 and 2 CFR Part 180, and will assure that the each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;

(3) The Applicant (Primary Participant) certifies that if, later, it or its principals, including any of its first tier sub-recipients, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to FTA;

(4) If the Applicant (Primary Participant) or any of its principals, including any of its first tier sub-recipients or lower tier participants, is unable to certify to the statements within paragraphs (1), (2), and (3) above, the Applicant shall indicate so on its Signature Page or a Page attached in FTA's TEAM system providing a written explanation to FTA.

#### **G. U.S. OMB Assurances**

Consistent with U.S. OMB assurances set forth in SF-424B and SF-4240, the Applicant assures that, with respect to itself or its project, the Applicant:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

- (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability; (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;
- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2., relating to confidentiality of alcohol and drug abuse patient records;
- (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing; and
- (i) Any other nondiscrimination statute(s) that may apply to the project;

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and

Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:

(a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and sub-agreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

- (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or sub-agreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, at 18 U.S.C. 874, and at 40 U.S.C. 3145, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted projects;
- (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its sub-recipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
- (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
- (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

- (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
- (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
- (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
- (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
- (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
- (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
- (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
- (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
- (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
- G) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and

(k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C.470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No.11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance; APPENDIX A

(17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.



## 02. LOBBYING CERTIFICATION

*An Applicant that submits or intends to submit an application to FTA for any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."*

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to U.S. DOT or FTA for a Federal grant, loan (including a line of credit), cooperative agreement, or a commitment that the Federal Government to guarantee or insure a loan exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance;

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, sub-agreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **22. TRIBAL TRANSIT PROGRAM**

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "22."

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to

Indian tribal governments, the Applicant certifies and assures as follows:

A. The Applicant assures that:

- (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) The project equipment and facilities will be adequately maintained; and
- (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources;

B. In accordance with 49 CFR 18.36(g) (3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36;

C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), and Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document; and

D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

**RESOLUTION NO. 2016-17**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD AMENDING RESOLUTION NO. 2016-03 AND AUTHORIZING THE ACTING GENERAL MANAGER TO SIGN AND EXECUTE THE MEMORANDUM OF UNDERSTANDING (MOU), AS AMENDED, WITH THE SKOKOMISH INDIAN TRIBE PROVIDING INCREASED FUNDING FOR CALENDAR YEAR 2016.**

**WHEREAS**, the Mason Transit Authority (“MTA”) Board by Resolution No. 2016-03, authorized the General Manager to sign the Memorandum of Understanding (MOU) dated January 19, 2016, in connection with receiving \$63,735 in Tribal Transit Funding and a match of \$6,375, awarded to the Skokomish Tribe from the Federal Transit Administration (“FTA”) for continued support of the Skokomish Pilot Transportation Services for calendar year 2016; and

**WHEREAS**, the Skokomish Indian Tribe has received additional funds from FTA which increases the Tribal Transit Funding and match to a total of \$103,058; and

**WHEREAS**, the Memorandum of Understanding has been amended to include those increased funds to be received by MTA from the Skokomish Indian Tribe (page 2 and exhibit A of the original Memorandum of Understanding) and how those funds are to be allocated during calendar year 2016; and

**WHEREAS**, the Acting General Manager is authorized to sign and execute the Memorandum of Understanding, as amended, with the Skokomish Indian Tribe.

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that Mason Transit Authority (“MTA”) and the Skokomish Indian Tribe hereby enter into the 2016 Memorandum of Understanding, as amended, reflecting the increased funding amount; and

**BE IT FURTHER RESOLVED** that the MTA Board authorizes the Acting General Manager to sign and execute the amended Memorandum of Understanding between MTA and Skokomish Indian Tribe.

Adopted this 21<sup>st</sup> day of June, 2016.

\_\_\_\_\_  
Terri Jeffreys, Chair

\_\_\_\_\_  
John Campbell, Vice-Chair

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Tracy Moore, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Deborah Petersen, Authority Member

\_\_\_\_\_  
Don Pogreba, Authority Member

\_\_\_\_\_  
Ginger Seslar, Authority Member

\_\_\_\_\_  
Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, Acting General Manager

APPROVED AS TO FORM: \_\_\_\_\_  
Robert W. Johnson, Legal Counsel

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

Memorandum of Understanding (MOU)

Skokomish Indian Tribe

And

Mason County Public Transportation

Benefit Area

(DBA)

Mason Transit Authority

2016

# Memorandum of Understanding between the Skokomish Indian Tribe and Mason County Public Transportation Benefit Area (MTA)

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Exhibit A: Funding Levels for Transit Services Provided by MTA

Exhibit B: Current and Projected MTA Routes in Affected Areas

Exhibit C: Certifications & Assurances

## **Introduction**

The Skokomish Indian Tribe, an Indian tribe recognized as such by the federal government, and Mason County Public Transportation Benefit Area governed by the Mason Transit Authority Board (MTA), a Washington municipal corporation organized under Chapter 36.57A RCW, hereby enter into agreements with one another for joint or cooperative action pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW to provide additional public transit services to Tribal Members and the general public in Mason County utilizing Federal Tribal Transit Program ("FTTP") funds.

## **Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing Tribal/public transit needs. Moreover, it will set forth the roles and responsibilities of Skokomish Indian Tribe, as the recipient of FTTP funds, and MTA, as a contractor, in providing the specific services anticipated by the grant. Hereafter referred to as the "Project," the parties intend to use the funds to expand public transit services in Mason County by adding one new trip with four trips Mondays through Saturdays in areas heavily used by tribal members. The buses will be maintained and operation of the routes will be carried out by MTA.

## **Methods of Cooperation**

Each party to this MOU is a separate organization responsible for establishing its own policies and procedures, except where specifically discussed in this Memorandum.

## **Term**

The term of this MOU will commence January 1, 2016 and conclude December 31, 2016. The term may be extended by mutual agreement of the parties, which must be executed in writing upon 60 days' notice of proposed extension.

## **COMPENSATION**

The total funding provided in Exhibit A shall be provided in the form of 12 equal monthly payments of \$5,842.50 each totaling \$70,110.00 to MTA for partial compensation of the service described in this agreement.

## **Rights, Roles, and Responsibilities**

### **Obligations of Skokomish Indian Tribe**

As a federal funding recipient, Skokomish Indian Tribe is responsible for carrying out the project described in its FTA Tribal Transit Grant application. Skokomish Indian Tribe will provide contract oversight, planning and coordination with MTA.

1. Skokomish Indian Tribe will establish requirements for periodic financial reports monthly on Skokomish-funded services from MTA or at intervals as required by funding agencies and as mutually agreeable to each party.
2. Skokomish Indian Tribe will establish requirements for periodic operational reports, no more than monthly, on Skokomish-funded services from MTA that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
3. Skokomish Indian Tribe will gather reports from MTA as required and will report to funding agencies as required by those agencies.
4. Skokomish Indian Tribe will ensure that all applicable federal laws and regulations are complied with, and that all federal directives affecting Project implementation are followed. Skokomish Indian Tribe may, at its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule or, the activities to be undertaken as part of this agreement, such modification will be incorporated only by written amendment signed by both Skokomish Indian Tribe and MTA. If MTA objects to any such changes, MTA may terminate this agreement upon 60 days' written notice to Skokomish Indian Tribe.
5. Skokomish Indian Tribe will provide funding as set forth in Exhibit A for the services described in Exhibit B from funds made available to the Tribe for this purpose from federal and state sources. Currently these sources consist of a Tribal Transit grant by the Federal Transit Administration and the Bureau of Indian Affairs. The total funding provided in Exhibit A shall be provided in the form of 12 equal monthly payments of \$5,842.50 each totaling \$70,110.00 to MTA for partial compensation of the service described in this agreement.
6. Skokomish Indian Tribe will pay MTA during the Project in the following manner: At a mutually agreed upon schedule, MTA will submit an Invoice for services provided during the preceding billing period. Upon receipt of the invoice, Skokomish Indian Tribe will request funds through the FTA Electronic Clearinghouse Operation (ECHO) system, and will disburse those funds to MTA.



### **Obligations of MTA**

1. Mason Transit Authority, as sub-recipient, will operate and maintain the vehicles used to provide the services covered by this Memorandum in accordance with its own policies and procedures.
2. Mason Transit Authority, as sub-recipient, will provide the specific services outlined in this Memorandum during the term of this MOU. Should available funding levels change; these services will be expanded or curtailed based on written agreement of the two parties.
3. Mason Transit Authority, as sub-recipient, will provide periodic financial reports to Skokomish Indian Tribe through its designated staff representative. MTA, as sub-recipient, will provide periodic operational reports to Skokomish Indian Tribe on Skokomish-funded services that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the project.
4. In carrying out the services covered by this Memorandum, MTA, as sub-recipient, will act in accordance with the applicable standards described in the certifications and assurances attached as Exhibit C. MTA will comply with applicable Federal laws and regulations, including those listed at Exhibit C. Federal laws, regulations, and directives may change; where applicable, such changed requirements will apply to the Project.

### **General Terms**

- A. **Termination:** This agreement may be terminated by mutual consent of both parties, or by either party upon 60 days' notice in writing.
- B. **No Third Party Beneficiaries:** Skokomish Indian Tribe and MTA are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the MOU.
- C. **Mutual - Indemnification:** Each Party assumes all liability for injury or damage to persons or property arising from the act or negligence of its own employees, agents, members of governing bodies, or contractors. To the extent permitted by law, each Party shall indemnify, defend and hold all other Party harmless from any Liability arising from such act or negligence to the extent caused by the indemnifying party's act or negligence.

Any Party seeking indemnification (the "Indemnified Party") under this provision shall give reasonable notice to the Party from whom it seeks indemnification (the "Indemnifying Party") in writing of any such Liability, permit the Indemnifying Party to assume the defense and settlement of any such claim or threatened claim, and reasonably assist the Indemnifying Party, at the Indemnifying Party's cost and expense, in investigating and defending against the Liability. In the event of any claim against any Party by any employee of another Party, the indemnification and hold harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Party employing the claimant under workers compensation acts, disability benefit acts, or other employee benefit acts; and the Party employing the claimant hereby specifically and expressly waives the immunity of the Party employing the claimant under such acts, and agrees that the foregoing waiver was mutually negotiated by the Parties; provided, however, that this waiver of immunity by the provisions of this section extends only to claims against a Party by or on behalf of the employee of another Party under or pursuant to this Agreement, and does not include, or extend to, any claims by the employees of any Party directly against that Party. In the case of joint or concurrent Liability, each Party shall be responsible for its share of the Liability.

**D. Informal Dispute Resolution:** The undersigned representatives of each party hereby affirm that they have entered into this Agreement in good faith. Each party agrees that it will discharge its obligations under this Agreement in good faith. The parties agree that they will work together and will endeavor to accomplish the purposes and goals of this Agreement in a manner that serves the best interests of Mason County, the Skokomish Indian Tribe and the members of those communities. In the event of any dispute or disagreement in the implementation of this Memorandum of Understanding, both parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each organization. If a dispute is not resolved within five business days of an issue being formally raised by the parties, the dispute will be referred by the representatives to the Community Development Director and Mason Transit Authority's Development Manager, who will endeavor in good faith to agree upon a resolution of the dispute. If the matter is not resolved through negotiations at the supervisory level, the dispute will be referred to the Skokomish Indian Tribe Chief Executive Officer and the Mason Transit Authority General Manager. Final resolution of disputes may be referred for the joint consideration and negotiation of the Skokomish Indian Tribal Council and Mason Transit Authority Board.

**E. Formal Dispute Resolution: Arbitration.**

1. All claims, disputes and other controversies arising out of or relating to this Agreement not resolved by Informal Dispute Resolution shall be subject to arbitration as provided in this section. The arbitrators shall equitably have the authority to order injunctive relief or specific performance. All arbitration proceedings shall be conducted by a board of arbitrators composed of three persons.
2. In the event of arbitration one arbitrator shall be appointed by the Skokomish Indian Tribe and one arbitrator shall be appointed by MTA and the third arbitrator shall be appointed by the other two arbitrators. The Skokomish Indian Tribe and MTA shall have 15 days from the institution of the arbitration to make their appointments.
3. The arbitration shall be conducted under rules as may be determined by the arbitrators; provided, however, that both Parties shall be afforded discovery consistent with the Federal Rules of Civil Procedure; and, provided further, if the arbitrators do not unanimously agree on the rules governing the arbitration, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The board so designated shall conduct a hearing within 30 days of completion of any discovery, and within 15 days after the hearing (unless such time is extended by agreement of the Parties) shall notify the Parties of their decision in writing, stating the reasons therefore and separately listing their findings of fact, conclusions of law and order. Insofar as the Parties may legally do so, they agree to abide by the decision of the board. All factual determinations made by the board shall be conclusive and binding on the Parties and shall only be subject to judicial review as permitted under Washington law.
4. Pending the final resolution of any dispute, the Parties shall proceed diligently with the performance of their respective services and other duties and obligations under this Agreement without diminution of effort.

**G. Limitations:** Except as otherwise expressly identified in this agreement, no signatory is authorized by any other signatory under this agreement to act on behalf of another signatory; and no signatory shall have the authority to bind another signatory in contract, debt or otherwise. The signatories are and shall remain separate entities, and no partnership, joint venture, or agency relationship shall be created under this agreement.

**H. Force Majeure:** Contractor's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Contractor's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, and acts of any government, fires, floods, epidemics and strikes.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS  
MEMORANDUM OF UNDERSTANDING.

**Skokomish Indian Tribe:**

Date: 1-19-16

Signature: Charles Miller

Name: Charles Miller

Title: Chairman Skokomish Tribe

Legal: 

Accounting: Victoria J. Powell

**Mason Transit Authority:**

Date: 01-19-2016

Signature: Brad Patterson

Name: Brad Patterson

Title: General Manager

## **Exhibit A: Funding Levels for Transit Services Provided by MTA**

The funding provided to MTA by Skokomish Indian Tribe will be as follows:

Beginning January 2016 and continuing for 12 months through December 2016

<b>Federal Tribal Transit Funding.....</b>	<b>\$63,735.00</b>
<b>Bureau of Indian Affairs (10% Match).....</b>	<b><u>6,375.00</u></b>
<b>TOTAL</b>	<b>\$70,110.00</b>

## Exhibit A: Schedule Example for Transit Services Provided by MTA

Skokomish/Cushman Pilot Service: <b>Monday through Friday</b> (Effective November 2, 2015)					
SHELTON TO LAKE CUSHMAN MAINTENANCE OFFICE					
Transit Community Center 1	Wallace Kneeland @ Walmart 2	Hwy 101 @ Twin Totems 3	SR 119 @ Hoodspport Visitors Center 4	Olympic Way & Rainbow Way W. 5	SR 119 @ Lake Cushman Maintenance 6
5:50	5:58	6:12	6:20	-----	6:30
11:30	11:38	11:52	12:00	-----	<b>12:10</b>
6:50	6:58	7:12	7:20	-----	7:30
LAKE CUSHMAN MAINTENANCE OFFICE TO SHELTON					
SR 119 @ Lake Cushman Maintenance 6	Olympic Way & Rainbow Way W. 5	SR 119 @ Hoodspport Visitors Center 4	Hwy 101 @ Twin Totems 3	Wallace Kneeland @ Walmart 2	Transit Community Center 1
6:32	6:37	6:50	7:00 *	7:15	7:20
12:12	12:17	12:30	12:40 *	12:55	1:00
7:32	7:37	7:50	8:00	8:15	8:20
Flag stops and deviations available upon request. Call customer service for more information, 360-427-5033 or 800-374-3747.					

Skokomish/Cushman Pilot Service: <b>Saturday Service Only</b> (Effective November 2, 2015)					
SHELTON TO LAKE CUSHMAN MAINTENANCE OFFICE					
Transit Community Center 1	Wallace Kneeland @ Walmart 2	Hwy 101 @ Twin Totems 3	SR 119 @ Hoodspport Visitors Center 4	Olympic Way & Rainbow Way W. 5	SR 119 @ Lake Cushman Maintenance 6
7:50	7:58	8:12	8:20	-----	8:30
11:30	11:38	11:52	12:00	-----	12:10
3:40	3:48	4:02	4:10	-----	4:20
LAKE CUSHMAN MAINTENANCE OFFICE TO SHELTON					
SR 119 @ Lake Cushman Maintenance 6	Olympic Way & Rainbow Way W. 5	SR 119 @ Hoodspport Visitors Center 4	Hwy 101 @ Twin Totems 3	Wallace Kneeland @ Walmart 2	Transit Community Center 1
8:32	8:37	8:50	9:00	9:15	9:20
12:12	12:17	12:30	12:40 *	12:55	1:00
4:22	4:27	4:40	4:50	5:05	5:10
Flag stops and deviations available upon request. Call customer service for more information, 360-427-5033 or 800-374-3747.					

Times listed in BOLD are PM | \* Connects with Route 2 | No ASA service December 21, 2015 to January 1, 2016

## **Exhibit C: Federal Fiscal Year 2014 Certifications and Assurances for Federal Transit Administration Assistance Programs**

### **01. ASSURANCES REQUIRED FOR EACH APPLICANT**

Each Applicant for FTA assistance must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01." As a sub-recipient to the Applicant, MTA provides assurances that MTA will comply provide with all Certifications and Assurances applicable to a sub-recipient.

#### **A. Assurance of Authority of the Applicant and Its Representative**

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

#### **B. Standard Assurances**

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the FTA grant agreement or cooperative agreement, including the FTA Master Agreement that is incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

### **C. Intergovernmental Review Assurance**

Except if the Applicant is an Indian tribal government seeking assistance authorized by APPENDIX A 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under PTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

### **D. Nondiscrimination Assurance**

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

(1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project;



(2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions;

(3) It will include in each sub-agreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any sub-recipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;

(4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits;

(5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance; and

(6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

**E. Assurance of Nondiscrimination on the Basis of Disability**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as

amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

#### **F. Suspension and Debarment**

In accordance with the terms of U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180:

(1) The Applicant (Primary Participant) certifies to the best of its knowledge and belief that it and its principals, including its first tier sub-Recipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1) (b) of this certification;

(d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The Applicant (Primary Participant) certifies that it and its principals, including its first tier sub-recipients, will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (3) requires the consent of a Federal Official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2

CFR Part 1200 and 2 CFR Part 180, and will assure that the each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;

(3) The Applicant (Primary Participant) certifies that if, later, it or its principals, including any of its first tier sub-recipients, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to FTA;

(4) If the Applicant (Primary Participant) or any of its principals, including any of its first tier sub-recipients or lower tier participants, is unable to certify to the statements within paragraphs (1), (2), and (3) above, the Applicant shall indicate so on its Signature Page or a Page attached in FTA's TEAM system providing a written explanation to FTA.

#### **G. U.S. OMB Assurances**

Consistent with U.S. OMB assurances set forth in SF-424B and SF-4240, the Applicant assures that, with respect to itself or its project, the Applicant:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

- (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability; (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;
- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2., relating to confidentiality of alcohol and drug abuse patient records;
- (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing; and
- (i) Any other nondiscrimination statute(s) that may apply to the project;

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and

Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:

(a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and sub-agreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

- (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or sub-agreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, at 18 U.S.C. 874, and at 40 U.S.C. 3145, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted projects;
- (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its sub-recipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
- (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
- (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

- (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
- (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
- (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
- (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
- (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
- (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
- (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
- (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
- (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
- G) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and

(k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C.470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No.11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance; APPENDIX A

(17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.



## 02. LOBBYING CERTIFICATION

*An Applicant that submits or intends to submit an application to FTA for any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."*

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to U.S. DOT or FTA for a Federal grant, loan (including a line of credit), cooperative agreement, or a commitment that the Federal Government to guarantee or insure a loan exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance;

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, sub-agreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 22. TRIBAL TRANSIT PROGRAM

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "22."

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to

Indian tribal governments, the Applicant certifies and assures as follows:

A. The Applicant assures that:

(1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;

(2) It has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) The project equipment and facilities will be adequately maintained; and

(4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources;

B. In accordance with 49 CFR 18.36(g) (3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36;

C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), and Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document; and

D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

**RESOLUTION NO. 2016-03**

**A RESOLUTION AUTHORIZING THE MASON TRANSIT AUTHORITY GENERAL  
MAMANGER TO SIGN AND EXECUTE THE MEMORANDUM OF UNDERSTANDING  
(MOU) WITH THE SKOKOMISH INDIAN TRIBE PROVIDING FUNDING FOR  
CALENDAR YEAR 2016.**

**WHEREAS**, the Federal Transit Administration has awarded the Skokomish Indian Tribe \$63,735 in Tribal Transit Funding for continued support of the Skokomish Pilot Transportation Services for calendar year 2016; and

**WHEREAS**, the Skokomish Tribe will "match" ten percent of the Tribal Transit Funding in the amount of \$6,375 for a total 2016 amount of \$70,110; and

**WHEREAS**, the total of \$70,110 will be provided to Mason Transit Authority for Transportation Service beginning January 1, 2016 continuing to December 31, 2016 in 12 equal payments of \$5,842.50 per month; and

**NOW THEREFORE, BE IT RESOLVED** that Mason Transit Authority and the Skokomish Indian Tribe hereby enter into the 2016 Memorandum of Understanding continuing Transportation Service from January 2016 through December 2016.

**BE IT FURTHER RESOLVED** that the Mason Transit Authority authorizes the General Manager to sign and execute the Memorandum of Understanding with the Skokomish Indian Tribe.

Adopted this 19th day of January, 2016

  
\_\_\_\_\_  
Terri Jeffreys, Chair

  
\_\_\_\_\_  
Wes Martin, Authority Member

  
\_\_\_\_\_  
Randy Neatherlin, Authority Member

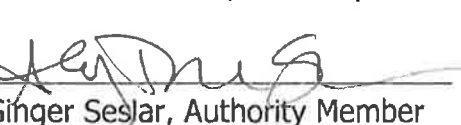
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Don Pogreba, Authority Member

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Tim Sheldon, Authority Member

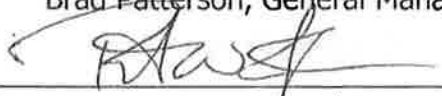
  
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John Campbell, Vice-Chair

  
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Tracy Moore, Authority Member

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Deborah Petersen, Authority Member

  
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Ginger Seslar, Authority Member

APPROVED AS TO CONTENT:   
Brad Patterson, General Manager

APPROVED AS TO FORM:   
Robert W. Johnson, Legal Counsel

ATTEST:  DATE: 1/29/2016  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 1 – *Actionable*  
**Subject:** Skokomish Pilot Route Service  
**Prepared by:** Mike Oliver, Development Manager  
**Approved by:** Danette Brannin, Acting General Manager  
**Date:** June 21, 2016

### **Summary for Discussion Purposes:**

In the five successful years of the Skokomish Pilot Project, we have enjoyed a significant increase in our annual ridership totals; established dependable service to an area with an estimated 600 home sites not previously served by routed service, provided transportation to a large population of users who are “aging in place”, saved countless hours of Dial a Ride Service for other areas of Mason County, and enjoyed a wonderful partnership with our Skokomish neighbors. We have also suffered the unknowns associated with Federal Tribal Transit funding and inconsistent funding levels; lack of timely notice and award schedules; and an extremely difficult financial management task in which MTA and Skokomish Tribal representatives have always succeeded in maintaining the existing level of service for our ridership.

Staff recently met with the Skokomish Community Development Director to discuss the possibility of continued tribal support of the service. The tribe is unable to provide any financial assistance in continuation of the pilot service as a “Skokomish Tribal project” effective January 1, 2017.

Originally, the Tribal Transit Funding received from the Federal Transit Administration was provided as a “Start Up” source which afforded MTA the opportunity to serve “demand” in the Lake Cushman and Skokomish Reservation geographical areas. The ability to use the tribal funding program to establish this project has run its course.

We see this as a continuation of a firmly established service and WSDOT agrees with our opinion which enables MTA to include this service as “existing” in our WSDOT Consolidated Grant Application for formula funding later this year.

It should also be noted that in the operating period from 2010 thru 2011 (two years prior to the pilot start-up), MTA averaged 800 Dial a Ride Trips (annually) to the geographical areas now covered by the Skokomish Pilot Project. Since the development of the project early in April, 2012, the number of Dial a Ride trips has declined dramatically! In the operating period 2012 through 2015, MTA provided an average of 63 annual Dial a Ride Trips. That is an amazing reduction of 85% of Dial a Ride use in the Pilot Operational Area. This reduction in Dial a Ride use is significant in that Dial a Ride service is MTA’s most expensive service provided to the ridership of Mason County

thereby continuing the service through MTA's Fixed Route service, will enable continued savings in costs otherwise dedicated to Dial a Ride Service. On an average, Dial a Ride cost \$45.64 per ride and fixed route is \$7.68.

**Fiscal Impact:**

Loss of annual revenue received from the Skokomish Tribe in support of the Skokomish Pilot Service.

Cost of service is already included in the yearly budget.

**Staff Recommendation:**

Maintain the service at current level beginning January 1, 2017.

Include the service costs in the 2017 MTA Budget and beyond.

Add the associated actual operational costs to our upcoming Consolidated Grant effort for the next biennium beginning June of 2017.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve bringing the Skokomish Pilot Route Service into MTA's fixed route service inventory and adding the cost of the operation to the 2017 budget and beyond for continued and uninterrupted service to users in the Skokomish Reservation and Lake Cushman service area.

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 2 – *Discussion*  
**Subject:** Mason Transit Authority “Special Event Service” Policy and Approval Process  
**Prepared by:** Mike Oliver, Development Manager  
**Approved by:** Danette Brannin, Acting General Manager  
**Date:** June 21, 2016

### **Summary for Discussion Purposes:**

In an effort to assist Mason Transit Authority representatives asked by the public about Special Event Service, staff has prepared the following information for discussion:

The Federal Transportation Administration’s (FTA’s) “Final Rule on Charter Service” issued April 30, 2008, protects private charter providers from unfair competition by public agencies. It has become increasingly difficult to provide Special Event Service for our community.

We have provided our current policy for your information and some points of interest that guide agency staff in decision making when asked to provide service for community events.

We intend to bring a revised policy with updated FTA rules back to the board at a future meeting once reviewed by the Policy Review Committee.

### **Fiscal Impact:**

None at this time.

### **Staff Recommendation:**

Revise Special Event Policy.

### **Motion for Consideration:**

None at this time.

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**MASON COUNTY TRANSPORTATION AUTHORITY**  
**SPECIAL EVENT POLICY**

1. The special event service must have the potential to generate ridership; the requesting entity must agree to provide adequate publicity and promotion to ensure that the special event service will be used.
2. The event for which special service is considered must be of a broad civic interest and open to the general public; the event must not be of a political nature.
3. The special event service must provide an opportunity to promote M.T.A. service to potential users.
4. The special service must address a transportation problem experienced by individuals participating in the event, such as parking limitations, severe congestion, or for persons with special needs. Where severe congestion exists, clear access and egress to and from the event must be provided to MTA vehicles.
5. The special event service considered must be open to the general public and operate within the boundaries of the Benefit Area.
6. Unless extenuating reasons exist, special event services would only be provided during periods when regular MTA service is provided. Such extenuating reasons may include, but are not limited to; special holiday events or events of significant local interest.
7. Provision of the special event services shall not be in conflict with the charter regulations of the Urban Mass Transportation Administration (U.M.T.A.), the Revised Code of Washington (R.C.W.), nor other federal, state or local prohibition.
8. Provision of special event services is subject to equipment and staffing availability.
9. Special event services may be provided if their cost can be supplied by participants or event sponsors. MTA will provide the event sponsor with estimate costs based upon the duration of the special event transportation activity using the Standard Hourly Rate for events occurring during normal service hours, and the Premium Hourly Rate for events that occur outside normal service hours.
10. Other special, non-scheduled transit service which does not meet all of the aforementioned policy tests may be considered by the full Board of Directors, should it be determined that said service is in the general public interest.

Adopted: February 8, 2000

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## **The Charter Rule : How Transit Agencies Are Restricted From Offering Charters To Prevent Competition With Private Bus Operators**

The charter rule, in conjunction with the school service rule , are two regulations that the Federal Transit Administration has implemented to insure that transit agencies subsidized with federal money do not unfairly compete with privately-owned bus companies. Under the charter rule, local transit agencies are severely restricted from operating chartered services.

### **The Charter Rule**

Under the charter rule, transit agencies that receive federal funding of some kind are prohibited from offering charters of any kind unless the charter falls into one of the exceptions described below.

### **What is a Charter?**

There are two ways in which a service operated by a local transit agency can be considered a charter. One way is that a third party is involved in determining the destination and schedule of the service. The other way is when a third party pays at least some of the cost or the transit agency charges a special fare and the service provided is irregular or for events of limited duration.

What this means is that providing special premium-fare service to a stadium for a football game would be an example of a charter, while a university paying a transit system a sum of money so that their students can ride buses for free (which is known as a UPASS program ) is not a charter. Transit systems adding extra service on existing routes to account for an increased number of passengers on game days would not be considered charter service; it is more akin to providing tripper service, which under the school service rule is allowed.

### **Exceptions - Automatic**

There are certain exceptions to the charter rule. One is that transit agencies may provide charter service to government officials to a limit of 80 hours annually. In addition, qualified human service organizations that serve elderly, disabled, and low income populations may charter buses (presumably because they could not afford to pay commercial rates). Third, transit agencies may use buses for "charters" of their own personnel. Finally, transit agencies may provide charters in emergencies lasting up to 45 days in duration (emergencies lasting more than 45 days must be dealt with in the matter described below).

## **Exceptions - Agreement / Consultation With Private Operators**

The above exceptions are charters that a local transit agency can provide without consulting with private charter operators. There are also charters that a local transit agency can perform with the assent of private operators. The most common way that this could happen would be if a transit agency offers a particular charter to qualified private operators and no private operator offers to operate the charter within a certain time period (72 hours for charters within 30 days of the announcement date and 14 days for charters greater than 30 days of the announcement date). Transit agencies can also provide buses and drivers to private operators that do not have enough available equipment to perform the charter. Finally, transit agencies can provide charters with the written agreement of all private operators in the service area.

### **Exception - Charters Approved by the FTA Administrator**

Transit agencies can also provide charters that are approved by the FTA administrator. The administrator may provide agreement for charters that are for events of regional or national significance, they are for unique or time-sensitive events that are in the public interest, and, for rural and small urban areas, charters that would cause a hardship to a private operator due to there being a large distance to the charter from the operator's garage.

### **What Is A Qualified Private Operator?**

In order to be considered for charters under this rule, private operators must be "qualified" and register with the FTA. Registration merely consists of filling out paperwork, and does not require any kind of investigation by the FTA. Other charter companies, the local transit agency, and other interested parties may request that substandard private operators be removed from the list. Note that private operators who operate contracted service for public agencies can provide charter services, which is why you sometimes see buses branded with the local public transit agency's local doing what looks to be a charter.

### **Enforcement of the Rule and Penalties**

If private operators or other people feel that a transit agency is or is planning to operate a charter in contravention of this regulation then they can petition the FTA for a cease and desist order. Transit agencies that operate charters, especially those that disobey a cease and desist order, face fines from the FTA.

### **Practical Application of the Charter Rule - And A Congressional Override**

The charter rule is meant to ensure that private-sector business is not lost to government-subsided public agencies. However, it does not take into account such criteria as customer service and types of available vehicles. For example, King County Metro had historically operated express bus routes to Seattle Seahawk games from

suburban park and rides until they had to, as a result of the charter rule, offer this service to a private bus operator. The public was so unhappy with the inferior service offered by this new private operator that they complained to Washington Senator Patty Murray, who inserted language into an unrelated bill allowing King County Metro to provide this service. While the private operators complained, on June 14, 2011 the D.C. Court of Appeals overturned a district court ruling and allowed King County Metro to indeed resume providing this service.

One of the complaints about the private operator that provided the service was that they did not provide adequate access to the disabled. Indeed, the high-floor highway style coaches common in the private charter industry are ill-equipped to provide urban line-haul shuttle service that traditionally has been the kind of "charter" service most transit agencies have operated. Low-floor city buses (read more about types of city buses), which are typically owned and operated only by transit agencies, are much better at operating high-turnover shuttle routes than highway coaches.

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## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 3 – *Actionable*  
**Subject:** Mason Transit Authority Park and Ride Workgroup Participant  
**Prepared by:** Mike Oliver, Development Manager  
**Approved by:** Danette Brannin, Acting General Manager  
**Date:** June 21, 2016

### **Summary for Discussion Purposes:**

MTA staff is seeking a board member to participate in the Park and Ride workgroup for public involvement and site selection process. The board member will assist the project team and provide needed input from a board perspective. SCJ has provided a Technical Memorandum supplement identifying three of the original fourteen original “possible locations” for the North Mason Park and Ride and we are ready to move forward in planning the public outreach effort in North Mason County. The SCJ Reports are attached.

### **Fiscal Impact:**

None at this time.

### **Staff Recommendation:**

Achieve board volunteer to participate and represent the board in public process and site selection in North Mason for park and ride development.

### **Motion for Consideration:**

Move that [name of volunteer] is to serve as volunteer member of the workgroup for the park and ride project to assist the project team and provide needed input from a board perspective.

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## TECHNICAL MEMORANDUM

**TO:** Mike Oliver, Development Manager  
Mason Transit Authority  
**FROM:** Lisa Palazzi, SCJ Alliance  
**DATE:** August 17, 2015  
**PROJECT #:** 1225.18 Phase 25  
**SUBJECT:** North Mason Park and Ride Parcel Assessment

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### 1. PROJECT DESCRIPTION

Mason Transit Authority (MTA) needs to develop a Park and Ride Facility in the north Mason County area, near Belfair. There is an existing bus service to the Bremerton shipyards (~4 heavy coaches/day), but the existing Park and Ride facility is a leased parking lot with no supporting infrastructure. MTA has identified fourteen potential parcels that may be suitable at some level as either temporary or permanent Park and Ride facilities. This report provides a **preliminary** discussion and comparison for nine (#1 through #8 and #13) of the fourteen parcels (Figure 1). The other parcels (#9 through #12 and #14) either have already been assessed or are being assessed by others.

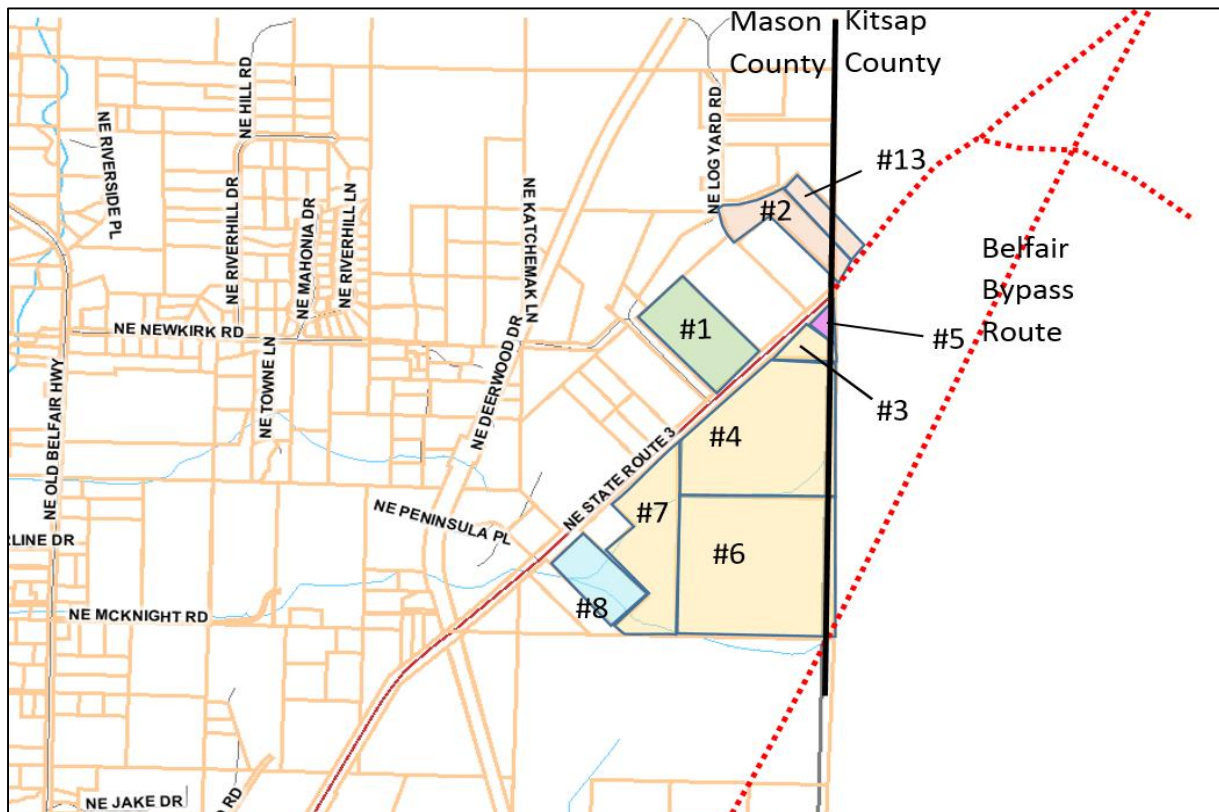


Figure 1. Approximate parcel boundaries with numerical labels shown in relation to the future Belfair Bypass route. Parcels with same color have the same ownership.



These nine parcels are on or near Highway 3 north of Belfair near the Kitsap County line. They are of interest for several reasons:

- They have potential to provide direct access to Highway 3 outside of the congestion in central Belfair (safety and access issues);
- Some are larger parcels with potential for future growth in an industrial park setting where all-day parking and bus storage facilities will be less obtrusive;
- Some have potential for improved access to the future Hwy 3 Belfair Bypass, slated to begin construction circa 2021.

The purpose of this memorandum is to provide a baseline, rudimentary comparison and assessment of the nine listed parcels, using a list of MTA site requirements and assumptions about future growth needs and potential. *This report should not be taken to be a final assessment or comprehensive analysis of site alternatives.*

## 2. **PARCEL ASSESSMENT DISCUSSION**

### 2.1 **Baseline Infrastructure Needs**

According to MTA documentation, the primary considerations for selecting a parcel with characteristics suitable for both short term and long term baseline infrastructure needs are listed below in the left Table 1 (area-based needs) column and in Table 2 (other needs). The estimated square footage of area necessary to meet each Table 1 baseline infrastructure need is provided in the right column.

Table1. Baseline Park and Ride components and area estimates.

Identified Infrastructure Need	Area Required
100 to 150 car parking stalls (plus ADA stalls and electric stalls and aisles for bus stop) <ul style="list-style-type: none"> <li>• A minimum of 5 ADA-accessible parking stalls</li> <li>• Level 3 fast charge electric car chargers (for this report, assume 5 stalls minimum)</li> </ul>	1.5-2 acres for parking (depending on design and stall layout) <sup>1</sup>
An MTA satellite office building (for this report, assume 1,200 sqft minimum <sup>2</sup> ) with employee parking spaces (for this report, assume 10 employee spaces minimum, 9x20 feet dimensions plus 18 x100 ft driving aisle)	~1/4 acre for main building plus parking and landscaping, and related infrastructure
A minimum of 8 MTA bus storage stalls plus one driving aisle, using a blend of large and small buses <sup>3</sup> (for this report, allow room for future expansion to 16 bus storage stalls and driving aisle)	Minimum 6,720 sqft for 8 mixed L/S buses; 8,640 sqft for 8 large buses; 17,280 sqft for 16 large buses (maximum).

<sup>1</sup> Anticipate 100 car parking lot is about 1 acre (including landscaping, driving aisles, stalls and etc.)

<sup>2</sup> A building this size would accommodate a break room for drivers, staff restrooms, a small kitchen area, a small office and a meeting room large enough to accommodate future public meetings with seating for up to 40 people.

<sup>3</sup> Assume large bus is 9x40 ft and small bus is 9x20 ft; bus parking stalls would be approximately 12 feet wide and 5 feet longer than bus.



Transit bus pathway with safe loop drive <sup>4</sup> or turnaround space <sup>5</sup>	About 3,600 sqft turnaround minimum; not possible to account for transit bus pathway area – site dependent.
A covered transit stop (for this report, assume to need room for up to 20 people)	500 sqft
Reserving room for future expansion (additional car parking; bus maintenance facility <sup>6</sup> )	2 acres
Stormwater treatment/storage facility (for this report, assume 15% of the site is needed for a surface stormwater facility due to expected shallow soils)	0.67 acres
<b>Total area needed</b>	<b>~5.2 acres</b>

The area assessment above indicates a 3 acre parcel would accommodate current needs, but would provide no available space for future expansion. A 5-acre parcel would provide for the most logical future expansion needs. Less than 5 acres is likely to prove limiting at some point.

Table 2. Other baseline parcel needs to improve site infrastructure utility.

<b><u>Other primary considerations not affected by available square footage</u></b>
Access to major roadways <ul style="list-style-type: none"> <li>• Current: Washington State Route 3</li> <li>• Future: Belfair Bypass</li> </ul>
Visibility of facility for sense of security (for this report, assume this means no screening from the highway and other main access roads)
Availability of right-of-way
Bicycle & pedestrian access

Of the factors listed above in Table 2, having an existing ROW access to Highway 3 (or potential for future access to the Belfair Bypass) is a great advantage, as purchase and negotiations for a ROW can be costly and time-consuming. In addition, having direct access to the site from a highway (major transportation corridor) makes it easier for the rider to find and access the Park and Ride. In particular, having access to a highway with controlled entry, such as the future Belfair Bypass, is an advantage as it is safer, easier to enter and exit, results in minimal diversion from the main travel route and is less congested. The Park and Ride has potential to add significant additional traffic at the beginning and end of each day, and thus having a controlled, well designed entrance and exit is important, in order to minimize local congestion.

<sup>4</sup> Availability of a safe loop drive or “back door” will be discussed below

<sup>5</sup> A 9x40’ Bus turn-around requires 12-ft lane width and clearance, and a 55-ft exterior turning radius

<sup>6</sup> 1000 sqft bus maintenance facility -- a garage type building with an office/storage room and two service alleys for changing oil; fixing flat tires; changing tires; adding radiator fluid or windshield fluid, and etc.



Pedestrian access to the Park and Ride is not of primary importance, as pedestrians can access the MTA transit system from other areas, and thus can access the Park and Ride from other transit stops. Safe bicycle access is preferred, but is not expected to be a dominant site access method. However, secure bicycle storage facilities may prove useful for attracting bicycle commuters – an increasingly popular mode of local transportation.

Site visibility from the Highway is very important, as it reduces potential for theft and damage to parked vehicles as well as provides protection for the rider when returning to their vehicle. Site visibility also ensures that passing motorists see the Park and Ride, and are therefore aware that it is available for their use. For these reason, sites directly adjacent to the Highway with minimal screening vegetation along the main roadway are preferred.

## **2.2 Secondary Site Selection Factors Affecting Development Costs**

MTA has a list of what they consider secondary factors affecting site selection, which have more to do with development costs than primary site requirements. They include the following and will be discussed in the section below:

- Proximity to electrical, water & sewer utilities
- Level ground
- Need for traffic signalization
- Environmental considerations:
  - Contamination
  - Wetlands
  - Protected/endangered species
  - Storm water runoff; flooding
  - Environmental justice
- Historic requirements
- Nature conservancy
- Space utilization partnerships (County, State, fire station, etc.)

## **2.3 Parcel Assessments**

Applying the information outlined above, we prepared some tables and figures to provide easy visual comparison between the various parcels. We also provide written assessment below.

Table 3 provides basic parcel information, such as tax parcel number, ownership and acreage. In particular, the table is color coded to show the parcels in single ownership. Parcels owned by one entity have more flexibility as there is higher potential for subdivision, boundary line adjustments or development of easements at lower cost and with less complexity.

Table 4 uses the same ownership color coding, and shows information related to site access – such as whether the parcel has directly adjacent frontage on Highway 3.



Table 5 uses the same ownership color coding, and shows information related to site environmental constraints – such as proximity to known wetlands or streams.

Table 3. Ownership, acreage, and address.

Site #	Tax Parcel Number	Acreage	Site Address	Assessed value (Mason Cty GIS)	Ownership
1	12321-14-00041	12.13	Fronts on Hwy 3	\$240,415	Schauer, Brad and Angela
2	12321-75-00040	6.3+0.82 <sup>7</sup>	410 NE Log Yard Rd	\$125,125	C&I Real Estate LLC
3	12321-14-00001	5.98	Fronts on Hwy 3	\$237,045	Overton & Associates
4	12321-41-00000	35	Fronts on Hwy 3	\$637,000	Overton & Associates
5	12321-14-00030	0.71 <sup>8</sup>	11178 State Route 3, Allyn	\$14,070	Mungra, Mahesh & Nirmala et al
6	12321-44-00000	40	No address; access via #4	\$546,000	Overton & Associates
7	12321-43-00130	21.8	Fronts on Hwy 3	\$595,685	Overton & Associates
8	12321-43-60100	7.63	25090 NE State Route 3	\$501,675	Dept. of Transp.
13	12321-14-00010	2.93+1.76	412 NE Log Yard Rd, Belfair	\$58,070	C&I Real Estate LLC

Table 4. Highway 3 and Belfair Bypass Access Opportunities.

Site #	Existing ROW Access to Hwy 3	Adjacent to Hwy 3	Back-door access (loop drive option)	Adjacent to future Bypass	Traffic Congestion on interior roads
1	None known	Yes (N of Hwy 3 at Logyard Rd.)	Yes, Log Yard Road to rear and side	No, (near end of loop Bypass on Hwy 3)	Anything N of Hwy shares interior industrial park roads with other vehicles
2	Possible, shared with #13 (adjacent)	Yes (N of Hwy 3 <sup>9</sup> )	Yes, Log Yard Road	Yes, (at end of loop Bypass on HWY 3)	Anything N of Hwy shares interior industrial park roads with other vehicles
3	No, but available through #4 <sup>10</sup>	Yes (S of Hwy 3)	No <u>current</u> back door loop	No, (near end of loop Bypass on Hwy 3)	No <u>current</u> interior roads
4	Yes – ROW already available	Yes (S of Hwy 3 at frontage at Logyard Rd)	No <u>current</u> back door loop, future through #6 to Bypass	No, (near end of loop Bypass on Hwy 3); future easement access through #6.	Minor interior logging roads; plans for future public roads
5	No	Yes (S of Hwy 3 at frontage)	No	No	No interior roads
6	No, but available through #4	Yes (S of Hwy 3, easement to Hwy 3 possible)	No <u>current</u> back door loop, future direct access to Belfair Bypass	Yes, directly adjacent to Bypass route.	Minor interior logging roads; plans for future public roads
7	No, but available through #4	Yes (S of Hwy 3 on frontage)	No <u>current</u> back door loop, future through #6 to Bypass	No, future easement access through #6	Minor interior logging roads; plans for future public roads
8	Yes – ROW already available	Yes (S of Hwy 3)	Yes, existing easement to east	No, possible easement	Has a minimally developed private road easement to the SE
13	Yes	Yes (N of Hwy 3)	Yes, Log Yard Road through #2?	Yes, (at end of loop Bypass on HWY 3)	Anything N of Hwy shares interior industrial park roads with other vehicles

Table 5. Environmental constraints.

<sup>7</sup> Site #2 and #13 frontage is in Kitsap County; Two areas listed are in Mason County and Kitsap County respectively

<sup>8</sup> This area is within Mason County; the rest of this undeveloped 2.5 acre parcel is in Kitsap County

<sup>9</sup> Site #2 and #13 frontage is in Kitsap County

<sup>10</sup> As indicated by property owner



<b>Site #</b>	<b>Soils mapped onsite</b>	<b>Geology mapped onsite</b>	<b>Soil depth<sup>11</sup></b>	<b>Priority spp.<sup>12</sup> onsite or near site</b>	<b>Wetland mapped onsite</b>	<b>Stream mapped onsite</b>	<b>Wetland mapped within 200'</b>	<b>Stream mapped within 200'</b>
1	Alderwood Everett Indianola	Qgic (ice contact; till/outwash)	<6 ft	NO	NO	NO	NO	NO
2	Alderwood	Qgt, Qgic (glacial till; ice contact)	<6 ft	NO	NO	NO	NO	NO
3	Alderwood	Qgic, Qgt (glacial till; ice contact)	<6 ft	NO	NO	NO	NO	NO
4	Alderwood Shalcar muck	Qgt, Qgic (glacial till; ice contact)	<6 ft	NO – streams are not F	YES	YES	YES	YES
5	Alderwood	Qgt, Qgic (glacial till; ice contact)	<6 ft	NO	NO	NO	NO	NO
6	Alderwood	Qgt (Qgic) (glacial till ice contact)	<6 ft	NO – streams are not F	NO	YES	NO	YES
7	Alderwood Everett	Qgic (Qgt, Qgo) (ice contact – some till and outwash)	<6 ft, or deeper to west	NO – streams are not F	NO	YES	NO	YES
8	Everett Gravel pit	Qgic (ice contact)	<6 ft, or deeper to west	NO – streams are not F	NO	YES	NO	YES
13	Alderwood	Qgt	<6ft	NO	NO	NO	NO	NO

<sup>11</sup> Soil depth expected from geologic and soil mapping – impermeable glacial till within 6-10 feet.

<sup>12</sup> Possible requirement to assess for presence of Mazama Pocket Gopher across all sites





**Site Descriptions (in ownership groupings)**

**Site #1** (12.13 acres) is located at the NE corner of the intersection of Highway 3 and Logyard Road – which is the most likely location for a future lighted intersection (Figure 2). It is owned by Brad and Angela Shauer, with an assessed market value of \$240,415 (\$19,819/acre). It is 2.4 times larger than the ~5 acres needed for the Park and Ride, but could potentially be subdivided before or after purchase. The site is directly adjacent to both Highway 3 and Logyard Road. It has an apparent access from the north on Logyard Road (easement not verified), but has no developed ROW access from Highway 3. There is potential for a front to back access/egress route, which is desired to minimize congestion at the entry from Highway 3. Assuming that Logyard Road is extended to the Bypass, it would provide direct access along that route. Topography slopes mildly to the WNW; the site is bisected by a 15-20 ft deep swale from E to W, which may conduct overflow from an adjacent stormwater facility (see Figure 2).



Figure 2. Site #1: yellow line shows location of swale crossing which might conduct overflow water from the stormwater facility on adjacent parcel to N.





**Sites #2 and #13** are directly adjacent to each other, located at the Mason/Kitsap County line, with the northern portions in Mason County and the southern portions in Kitsap County. Both parcels are owned by C&A Real Estate LLC. For **Site #2**, 6.3 acres are in Mason County, assessed at \$125,125<sup>13</sup> (\$19,861/acre) and 0.82 acres are in Kitsap County, assessed at \$61,670<sup>14</sup> (\$75,207/acre). For **Site #13**, 2.93 acres are in Mason County, assessed at \$58,070 (\$19,819/acre), and 1.76 acres are in Kitsap County, assessed at \$43,950 (\$24,971/acre). The frontage of both parcels is within Kitsap County, at the north side of Highway 3. It would be preferred to develop an MOU with Kitsap County allowing Mason County to manage permitting, but taxation would be complicated by the parcels crossing the County line.

**Site #2** is 1.4 times larger than the ~5 acres needed for the Park and Ride, but part of the acreage includes a rear access to Logyard Road. **Site #13** acreage is adequate for immediate needs, but does not provide as much area for future expansion, and currently is only accessible from Highway 3 (no loop drive possible). Thus it has no throughway to Logyard Road unless that easement can be arranged across co-owned **Site #2**. There is a developed ROW entry on **Site #13** from Highway 3 (easement not verified), which might be shared with co-owned **Site #2**. The front to back access/egress route is desired



Figure 3. Parcels #2 and #13: yellow dashed line shows portions of the two parcels that lie within Kitsap County.

<sup>13</sup> Per Mason County GIS system

<sup>14</sup> Per Kitsap County GIS system





to minimize congestion at the entry from Highway 3. Both parcels are located at the terminus of the loop connector to the Belfair Bypass, thus can be developed for direct future access to the Bypass.

**Sites #3, #4, #6 and #7** are located south of Highway 3, directly adjacent to each other. All are owned by Overton and Associates, who also own connecting acreage on the other side of the Mason/Kitsap County line.

- **Site #3** is 5.98 acres, assessed at \$237,045 (\$39,640/acre)
- **Site #4** is 35 acres, assessed at \$637,000 (\$18,200/acre)
- **Site #6** is 40 acres, assessed at \$546,000 (\$13,650/acre)
- **Site #7** is 21.8 acres, assessed at \$595,685 (\$27,462/acre)

The per acre value of these various parcels varies significantly, but on average, those with more acreage close to the Highway 3 frontage have higher value. These co-owned parcels can essentially be considered as one parcel, with potential for creating the optimal Park and Ride parcel through subdivision or boundary line adjustments. It would be important to develop future easement rights to access the Belfair Bypass to the east<sup>15</sup>, across the co-owned parcels. The most desirable combination of primary characteristics would be a 5 acre parcel with a current developed ROW access to Highway 3 near a potentially light intersection, and with a guaranteed rear easement to access future onramps to the Belfair Bypass. For that reason, 5-acres subdivided from the 35 acre parcel at the intersection at



Figure 4. Sites #3, #4, #6, #7: Showing potential 5-acre parcels subdivided from Site #4 (yellow outlines).

<sup>15</sup> As indicated by property owner





Logyard Road (#4) provides the best initial characteristics. This area already has a ROW access to the Highway at the intersection, and meets all other site requirements with some caveats. It has no immediate rear loop access to a secondary entrance/egress, but it may be possible to minimize congestion at the Logyard Road intersection by providing for a secondary exit to Highway 3 (across from existing driveways 600-700 feet to the north or south) until such time as the rear access easement to the Belfair Bypass is available (circa 2021). If the Logyard Road intersection has a traffic light, that would provide for a safe, cross-traffic left turn entrance onto Highway 3. The temporary, secondary access to the north or south could be specifically designated as right turn only (only for north bound traffic with no need to cross two lanes).

Figure 5 below is a subarea within a larger figure, developed by Mason County GIS (File Name: Belfair\_Bypass\_Exhibit\_Map\_April\_2013\_w\_Future\_Roads.mxd) showing preliminary plans for future roads within the future industrial park on the south side of Highway 3, and connectors to the future Belfair Bypass. This provides additional support for the discussion above. This plan shows a connector road is planned through the Overton parcels from the intersection at Logyard Road (orange line), providing access from one of the four conceptual 5-acre parcels displayed above in Figure 4.

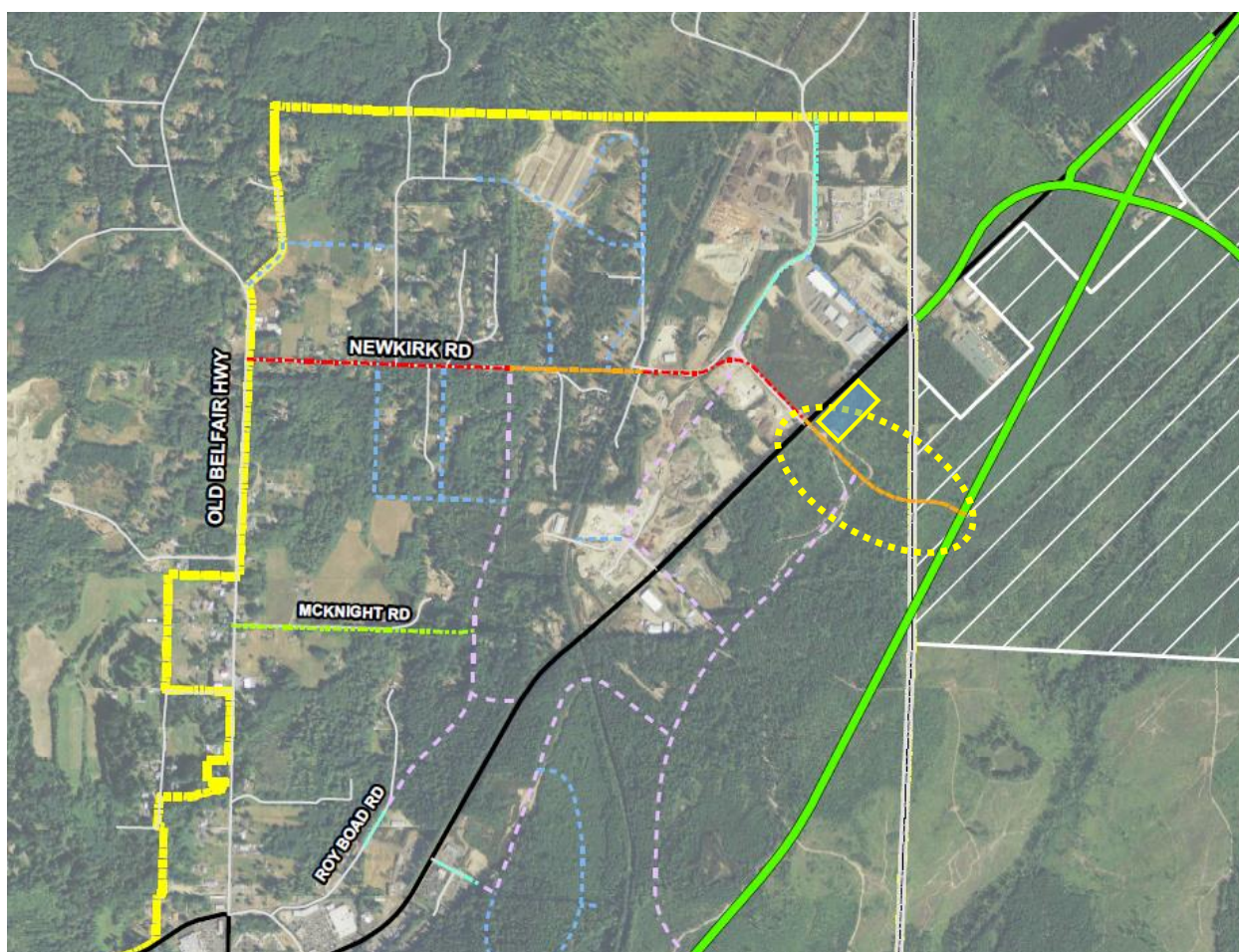


Figure 5. The yellow dashed oval shows the future planned road access to the Belfair Bypass from the Logyard Road intersection. The conceptual 5-acre parcel from Figure 4 is overlaid (blue rectangle with yellow outline).





**Site #5**, like **Sites #2 and #13** is located at the Mason/Kitsap County line, with the northern portion in Mason County and the southern portion in Kitsap County. 0.71 acres are in Mason County, assessed at \$14,070 (\$19,816/acre) and 1.76 acres are in Kitsap County, assessed at \$43,950 (\$24,971/acre). The frontage of the parcel is within Mason County, at the south side of Highway 3. There is no developed ROW, and no readily apparent way to develop a rear loop access, as the property owners (Mungra, Mahesh & Nirmla et al) do not own adjacent parcels.

**Site #5's** total acreage (2.47 acres) is not large enough to meet minimum Park and Ride needs, and does not provide for future expansion.



Figure 6. Site #5, located along the Mason/Kitsap County boundary, north of Site #3.



**Site #8** (7.63 acres) is located south of Highway 3, southwest of **Site #7** (Figure 7). It is owned by the Dept. of Transportation, and is currently used to store road sweepings and other DOT road maintenance materials, such as de-icer chemicals and sand for winter roads. The assessed market value is \$501,675 (\$65,750/acre) due to it having some improvements (a loader shed and pole building), but no water or septic. There is apparently a road easement to the east, which may be used to ensure access to the future Belfair Bypass (not verified).

**Site #8** is 1.5 times larger than the ~5 acres needed for the Park and Ride, and it has potential issues with contamination due to use as an area to store road sweepings and chemicals. However, it has a developed ROW to Highway 3, and a rear easement that could be used to create a rear loop access. It does not provide a direct guaranteed access to the future Bypass, but one could be developed using future planned interior roads.



Figure 7. Site #8 is shown in reference to Site 4, 6, and 7, discussed above.





## 2.4 Secondary Site Selection Factors Affecting Development Costs

This list was initially provided in Section 2.2, but is expanded in the discussion below. This is a list of secondary factors affecting site selection, which have more to do with development costs than primary site requirements detailed above.

**Proximity to electrical, water & sewer utilities:** These parcels are all located along a major transportation route within the Belfair UGA, in what is called “The North Neighborhood” in the Belfair 20-Year Vision Plan. Those parcels located north of the Highway are within an existing industrial park, and so have immediate access to existing utility infrastructure. Those parcels located south of the Highway are sandwiched between Highway 3 and the future Belfair Bypass, and are already slated for expansion of industrial park development. Areas farther south are planned for development as mixed residential development with related utility infrastructure. The Belfair Sewage Treatment Plant is located about 1.5 miles to the south, and expansion to cover the “North Neighborhood” area is planned. The mostly easily developed will be those parcels north of Highway 3 or immediately adjacent to the frontage, which contains the main utility easements and infrastructure.

**Level ground:** These parcels are all relatively flat, with slopes ranging from 1-5%, generally sloping to the southwest. Topography does not appear to be a major limiting factor on any of the parcels, in areas near Highway 3.

**Need for traffic signalization:** There are no current traffic lights along the stretch of Highway 3 north of Belfair. The most likely intersection for a future signalization would be at Logyard Road. Therefore, any parcel with direct or easement access to that intersection would have an advantage. We also note that intersection is slated for development as an access route to the Belfair Bypass (Figure 5), thus will inevitably be signaled at some point within the next 5-6 years.

### **Environmental considerations -- Contamination; Wetlands; Protected/endangered species; Storm water runoff; Flooding; Environmental justice:**

- **Contamination:** Some of the parcels are currently cleared and developed to some degree; some are undeveloped forest land. There is no record in the Ecology database of documented contamination on or adjacent to any of the nine parcels. However, some testing may be prudent on the partially developed parcels or in areas with a history of dumping. In particular, **Site #8** has been used to store road sweepings, road-kill animal carcasses and other related DOT waste materials, thus seems likely to have potential clean up needs. **Sites #2 and #13** are mostly cleared and graded, and have piles of what appear to be wood chips and gravel which may require assessment and testing, but did not appear to contain be hazardous materials.
- **Wetlands:** There are known wetlands and streams on or near the parcels south of Highway 3, but in general, there is room to work around and avoid most impacts to those systems and their buffers.
- **Protected/endangered species:** There is no documented presence of endangered or threatened animals on any of the parcels; the streams are not documented as being fish-bearing. However, some site specific work may be required to verify this information.
- **Storm water runoff; Flooding:** The area is not mapped as a flood hazard zone, and we found no records of past flooding in the immediately surrounding area. Stormwater facilities are expected to be



somewhat shallow, as an underlying glacial till will limit vertical drainage and infiltration potential. Thus occasional groundwater flooding may be possible during periods of extended rainfall.

- **Environmental justice:** The immediately surrounding area east of the railroad and on both sides of Highway 3 is industrial park or forestland with no residential neighborhoods. There will be no displacements as no existing residential neighborhoods will be affected by developing a Park and Ride on any of these parcels.

### 3.0 Summary

A few of these parcels have, in combination, what may be considered fatal flaws, particularly when compared to other parcels without those particular limitations.

- **Site #5** is greatly limited by being too small, mostly in Kitsap County -- complicating permit processes and taxation issues. It has no developed ROW access to Highway 3, and no apparent way to provide for a loop road access to minimize congestion at entrance/egress point.
- **Site #8** has potentially significant cleanup issues, which could greatly increase site development costs or could complicate purchase negotiations, and potentially outweigh the advantage of having an existing ROW access to Highway 3. It is also more costly than the other parcels, as a result of having some onsite buildings that may not be useful for the Park and Ride site layout and operations.
- **Site #13** is a bit smaller than the optimum size, and has rear access limitations, unless allowed an easement through **Site #2**. It is also complicated by being partially located in Kitsap County, in particular along the vital frontage ROW, complicating permit processes and taxation issues.

#### Better Sites

- **Site #1** (12.13 acres) is more than two times larger than the desired ~5 acres, but it could be subdivided. This parcel has several advantages, being located at the NE corner of the intersection of Highway 3 and Logyard Road, which will most likely be a lighted intersection in the near future. It has an apparent access from the north, and it is our understanding that there is an available developed access near the Highway 3 intersection (not verified). Therefore, there is potential for a front to back access/egress loop route, which would minimize congestion at a single entry. Based on plans for the future roadway development, the extension of Logyard Road will eventually connect to the future Belfair Bypass.
- In terms of limitations, the parcel is covered with Scotch broom, which might create a maintenance challenge with future landscaping. Topography slopes mildly to the WNW, and the site is bisected by a 15-20 ft deep swale (per Google Earth topography) from E to W, which may conduct overflow from an adjacent stormwater facility. If there is seasonal flow in the swale, it may be regulated as a stream, but that would have to be verified onsite. Assuming these issues can be worked around, **Site #1** is a viable alternative.



- **Site #2** has the same problem as **Site #13**, by being partially located in Kitsap County, in particular along the vital frontage ROW. This will complicate permitting as well as future taxation, but could probably be worked out through an MOU between Mason and Kitsap County. In addition, the developed ROW access to Highway 3 appears to be on **Site #13**, and thus would need to be shared with **Site #2** – a less than ideal alternative when trying to minimize congestion at the Park and Ride entrance. But otherwise, **Site #2** has some good characteristics in terms of total acreage, potential for a rear access loop road to Logyard Road, which also provides for future access to the Belfair Bypass across the future traffic-lighted intersection with Highway 3. (One possible drawback to that rear access might be that Logyard Road is already somewhat congested within the active industrial park, and thus may not provide an optimal exit pathway for the buses.) In addition, **Site #2** is already cleared and graded, which should simplify site development, reducing costs and complexity. Barring potential contamination issues associated with stockpiled materials onsite, **Site #2** is a viable alternative.
- The combinations of **Sites #3, #4, #6 and #7** allows one to rearrange parcel boundaries to meet site layout requirements, as long as the property owner is amenable. The existing developed ROW at the Logyard Road intersection (**Site #4** frontage) is slated for future extension to the Belfair Bypass, and will be a traffic lighted intersection. A 5-acre parcel (subdivided from Site #4) oriented along the Highway 3 frontage directly SE or SW of that planned intersection has potential for a main controlled entrance at the Logyard Road intersection, and a secondary right turn only exit father north or south – reducing congestion at the main entrance. This would require acquisition of the second access point at the far end of the parcel, but may be worth it. Otherwise, the 5-acre parcel (subdivided from Site #4) could be reoriented, turning 90° along the east or west side of the future Logyard Road ROW with the second exit/entrance located to the south along the future Logyard Road extension. The orientation along Highway 3 provides for excellent site visibility and minimal screening in the period prior to development of the Bypass access roadways (Logyard Road extension), and provides ready access to bicyclists willing to ride along Highway 3 north of Belfair, taking a safer, right hand turn into the Park and Ride. There are no known environmental limitations (contaminants, wetlands, streams, or endangered species) in these two possible 5-acre sites. As long as the price for this created parcel is acceptable in comparison to the Site #2 alternative parcel, subdividing a 5-acre parcel near the intersection at Logyard Road from **Site #4** appears to be the most flexible alternative for meeting most primary and secondary site selection requirements.

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## TECHNICAL MEMORANDUM SUPPLEMENT

**TO:** Mike Oliver  
**FROM:** Patrick Holm  
**DATE:** June 7, 2016  
**PROJECT #:** 0738.05  
**SUBJECT:** MTA Park and Ride Development Project

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### BELFAIR PARK AND RIDE SITE SELECTION

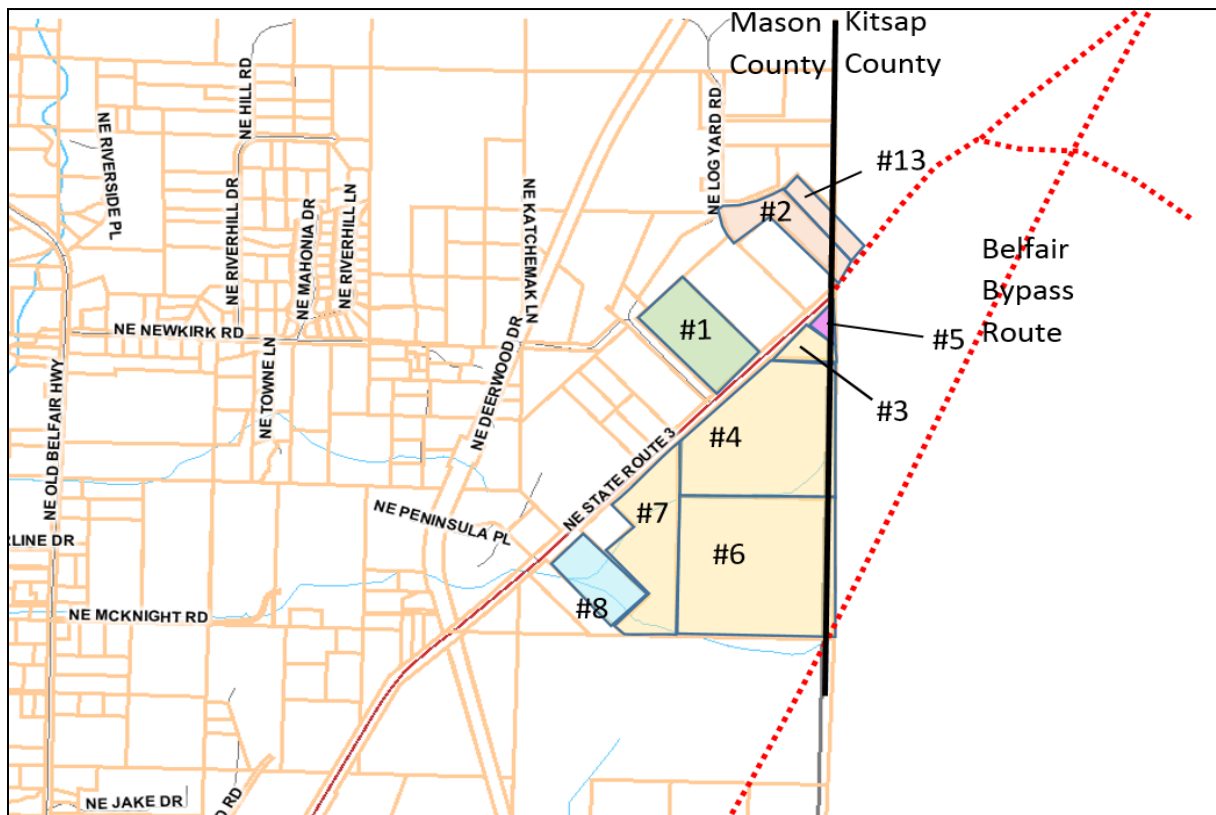
#### Understanding/Previous Assessment

Mason Transit Authority (MTA) plans to develop a Park and Ride Facility in the Belfair/North Mason County area as a part their County-wide Park and Ride Development Project. Before the project was funded by WSDOT, we carried out research for MTA and wrote the North Mason Park and Ride Parcel Assessment Technical Memorandum, dated August 17, 2015, which is included as Attachment A to this Supplement. That Technical Memorandum listed fourteen potentially suitable parcels and preliminarily evaluated nine parcels with respect to, but not limited to the following:

- Access to Highway 3 beyond central Belfair congestion.
- Access to the future Highway 3 Belfair Bypass.
- Size of Parcel.
- Access to utilities.
- Site Topography.
- Environmental Considerations.

The Technical Memorandum recommended that three of the parcels/sites had the best characteristics for the proposed North Mason Park and Ride facility (See Figure 1 for site locations):

- Site #1
- Site #2
- Any 5 acre parcel that can be delineated and subdivided from the combined acreage of parcels #3, #4, #6, and/or #7. All of these parcels are adjacent and have the same owner, with whom this option has been discussed.



**Figure 1. Approximate parcel boundaries with numerical labels. Parcels with same color have the same ownership.**

**New Considerations**

The factors that contributed to the site selection recommendation in the previous Technical Memorandum have not substantially changed, aside from a rejection of the assumption that a future extension of Log Yard Road would provide a direct connection the Belfair Bypass. We reached out to WSDOT to assess the possibility of future connections to the Belfair Bypass. WSDOT indicated that the Belfair Bypass will be Limited Access. They will allow one connection at the mid-point, but this connection will not be funded by WSDOT as part of the Belfair Bypass project.

**Recommendation**

Without the possibility of a connection point to the south of the Belfair Bypass/Highway 3 connection, no new sites are recommended for evaluation. We recommend that the three sites previously put forth are still the best options to present to the Stakeholders Group for evaluation as a future location for the North Mason Park & Ride.

*n:\projects\0738 mason transit authority\0738.05 mta park and ride development\phase 3 - belfair park and ride site selection\technical memorandum.docx*

TECHNICAL MEMORANDUM

**TO:** Mike Oliver, Development Manager  
Mason Transit Authority

**FROM:** Lisa Palazzi, SCJ Alliance

**DATE:** August 17, 2015

**PROJECT #:** 1225.18 Phase 25

**SUBJECT:** North Mason Park and Ride Parcel Assessment

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**1. PROJECT DESCRIPTION**

Mason Transit Authority (MTA) needs to develop a Park and Ride Facility in the north Mason County area, near Belfair. There is an existing bus service to the Bremerton shipyards (~4 heavy coaches/day), but the existing Park and Ride facility is a leased parking lot with no supporting infrastructure. MTA has identified fourteen potential parcels that may be suitable at some level as either temporary or permanent Park and Ride facilities. This report provides a *preliminary* discussion and comparison for nine (#1 through #8 and #13) of the fourteen parcels (Figure 1). The other parcels (#9 through #12 and #14) either have already been assessed or are being assessed by others.

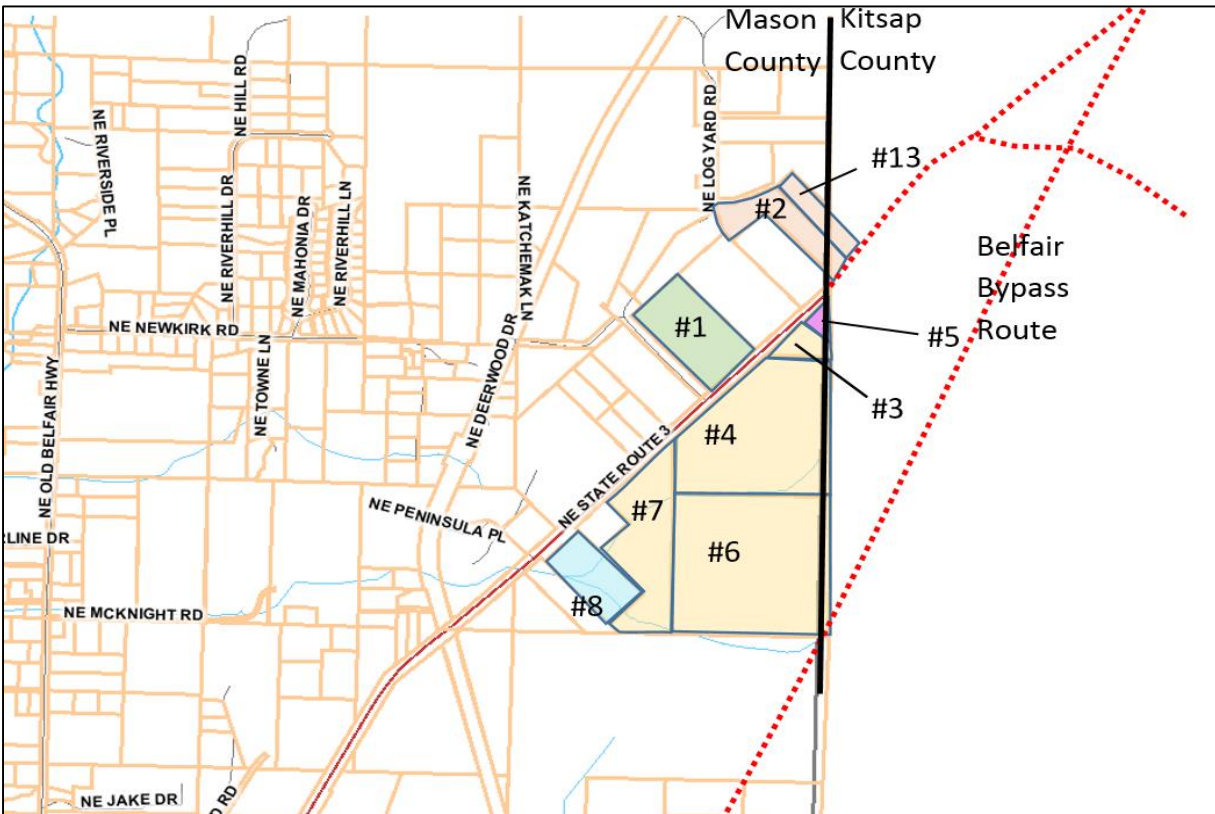


Figure 1. Approximate parcel boundaries with numerical labels shown in relation to the future Belfair Bypass route. Parcels with same color have the same ownership.



These nine parcels are on or near Highway 3 north of Belfair near the Kitsap County line. They are of interest for several reasons:

- They have potential to provide direct access to Highway 3 outside of the congestion in central Belfair (safety and access issues);
- Some are larger parcels with potential for future growth in an industrial park setting where all-day parking and bus storage facilities will be less obtrusive;
- Some have potential for improved access to the future Hwy 3 Belfair Bypass, slated to begin construction circa 2021.

The purpose of this memorandum is to provide a baseline, rudimentary comparison and assessment of the nine listed parcels, using a list of MTA site requirements and assumptions about future growth needs and potential. *This report should not be taken to be a final assessment or comprehensive analysis of site alternatives.*

## 2. **PARCEL ASSESSMENT DISCUSSION**

### 2.1 **Baseline Infrastructure Needs**

According to MTA documentation, the primary considerations for selecting a parcel with characteristics suitable for both short term and long term baseline infrastructure needs are listed below in the left Table 1 (area-based needs) column and in Table 2 (other needs). The estimated square footage of area necessary to meet each Table 1 baseline infrastructure need is provided in the right column.

Table1. Baseline Park and Ride components and area estimates.

Identified Infrastructure Need	Area Required
100 to 150 car parking stalls (plus ADA stalls and electric stalls and aisles for bus stop) <ul style="list-style-type: none"> <li>• A minimum of 5 ADA-accessible parking stalls</li> <li>• Level 3 fast charge electric car chargers (for this report, assume 5 stalls minimum)</li> </ul>	1.5-2 acres for parking (depending on design and stall layout) <sup>1</sup>
An MTA satellite office building (for this report, assume 1,200 sqft minimum <sup>2</sup> ) with employee parking spaces (for this report, assume 10 employee spaces minimum, 9x20 feet dimensions plus 18 x100 ft driving aisle)	~1/4 acre for main building plus parking and landscaping, and related infrastructure
A minimum of 8 MTA bus storage stalls plus one driving aisle, using a blend of large and small buses <sup>3</sup> (for this report, allow room for future expansion to 16 bus storage stalls and driving aisle)	Minimum 6,720 sqft for 8 mixed L/S buses; 8,640 sqft for 8 large buses; 17,280 sqft for 16 large buses (maximum).

<sup>1</sup> Anticipate 100 car parking lot is about 1 acre (including landscaping, driving aisles, stalls and etc.)

<sup>2</sup> A building this size would accommodate a break room for drivers, staff restrooms, a small kitchen area, a small office and a meeting room large enough to accommodate future public meetings with seating for up to 40 people.

<sup>3</sup> Assume large bus is 9x40 ft and small bus is 9x20 ft; bus parking stalls would be approximately 12 feet wide and 5 feet longer than bus.



Transit bus pathway with safe loop drive <sup>4</sup> or turnaround space <sup>5</sup>	About 3,600 sqft turnaround minimum; not possible to account for transit bus pathway area – site dependent.
A covered transit stop (for this report, assume to need room for up to 20 people)	500 sqft
Reserving room for future expansion (additional car parking; bus maintenance facility <sup>6</sup> )	2 acres
Stormwater treatment/storage facility (for this report, assume 15% of the site is needed for a surface stormwater facility due to expected shallow soils)	0.67 acres
<b>Total area needed</b>	<b>~5.2 acres</b>

The area assessment above indicates a 3 acre parcel would accommodate current needs, but would provide no available space for future expansion. A 5-acre parcel would provide for the most logical future expansion needs. Less than 5 acres is likely to prove limiting at some point.

Table 2. Other baseline parcel needs to improve site infrastructure utility.

<b><u>Other primary considerations not affected by available square footage</u></b>
Access to major roadways <ul style="list-style-type: none"> <li>• Current: Washington State Route 3</li> <li>• Future: Belfair Bypass</li> </ul>
Visibility of facility for sense of security (for this report, assume this means no screening from the highway and other main access roads)
Availability of right-of-way
Bicycle & pedestrian access

Of the factors listed above in Table 2, having an existing ROW access to Highway 3 (or potential for future access to the Belfair Bypass) is a great advantage, as purchase and negotiations for a ROW can be costly and time-consuming. In addition, having direct access to the site from a highway (major transportation corridor) makes it easier for the rider to find and access the Park and Ride. In particular, having access to a highway with controlled entry, such as the future Belfair Bypass, is an advantage as it is safer, easier to enter and exit, results in minimal diversion from the main travel route and is less congested. The Park and Ride has potential to add significant additional traffic at the beginning and end of each day, and thus having a controlled, well designed entrance and exit is important, in order to minimize local congestion.

<sup>4</sup> Availability of a safe loop drive or “back door” will be discussed below

<sup>5</sup> A 9x40’ Bus turn-around requires 12-ft lane width and clearance, and a 55-ft exterior turning radius

<sup>6</sup> 1000 sqft bus maintenance facility -- a garage type building with an office/storage room and two service alleys for changing oil; fixing flat tires; changing tires; adding radiator fluid or windshield fluid, and etc.



Pedestrian access to the Park and Ride is not of primary importance, as pedestrians can access the MTA transit system from other areas, and thus can access the Park and Ride from other transit stops. Safe bicycle access is preferred, but is not expected to be a dominant site access method. However, secure bicycle storage facilities may prove useful for attracting bicycle commuters – an increasingly popular mode of local transportation.

Site visibility from the Highway is very important, as it reduces potential for theft and damage to parked vehicles as well as provides protection for the rider when returning to their vehicle. Site visibility also ensures that passing motorists see the Park and Ride, and are therefore aware that it is available for their use. For these reason, sites directly adjacent to the Highway with minimal screening vegetation along the main roadway are preferred.

## **2.2 Secondary Site Selection Factors Affecting Development Costs**

MTA has a list of what they consider secondary factors affecting site selection, which have more to do with development costs than primary site requirements. They include the following and will be discussed in the section below:

- Proximity to electrical, water & sewer utilities
- Level ground
- Need for traffic signalization
- Environmental considerations:
  - Contamination
  - Wetlands
  - Protected/endangered species
  - Storm water runoff; flooding
  - Environmental justice
- Historic requirements
- Nature conservancy
- Space utilization partnerships (County, State, fire station, etc.)

## **2.3 Parcel Assessments**

Applying the information outlined above, we prepared some tables and figures to provide easy visual comparison between the various parcels. We also provide written assessment below.

Table 3 provides basic parcel information, such as tax parcel number, ownership and acreage. In particular, the table is color coded to show the parcels in single ownership. Parcels owned by one entity have more flexibility as there is higher potential for subdivision, boundary line adjustments or development of easements at lower cost and with less complexity.

Table 4 uses the same ownership color coding, and shows information related to site access – such as whether the parcel has directly adjacent frontage on Highway 3.



Table 5 uses the same ownership color coding, and shows information related to site environmental constraints – such as proximity to known wetlands or streams.

Table 3. Ownership, acreage, and address.

Site #	Tax Parcel Number	Acres	Site Address	Assessed value (Mason Cty GIS)	Ownership
1	12321-14-00041	12.13	Fronts on Hwy 3	\$240,415	Schauer, Brad and Angela
2	12321-75-00040	6.3+0.82 <sup>7</sup>	410 NE Log Yard Rd	\$125,125	C&I Real Estate LLC
3	12321-14-00001	5.98	Fronts on Hwy 3	\$237,045	Overton & Associates
4	12321-41-00000	35	Fronts on Hwy 3	\$637,000	Overton & Associates
5	12321-14-00030	0.71 <sup>8</sup>	11178 State Route 3, Allyn	\$14,070	Mungra, Mahesh & Nirmala et al
6	12321-44-00000	40	No address; access via #4	\$546,000	Overton & Associates
7	12321-43-00130	21.8	Fronts on Hwy 3	\$595,685	Overton & Associates
8	12321-43-60100	7.63	25090 NE State Route 3	\$501,675	Dept. of Transp.
13	12321-14-00010	2.93+1.76	412 NE Log Yard Rd, Belfair	\$58,070	C&I Real Estate LLC

Table 4. Highway 3 and Belfair Bypass Access Opportunities.

Site #	Existing ROW Access to Hwy 3	Adjacent to Hwy 3	Back-door access (loop drive option)	Adjacent to future Bypass	Traffic Congestion on interior roads
1	None known	Yes (N of Hwy 3 at Logyard Rd.)	Yes, Log Yard Road to rear and side	No, (near end of loop Bypass on Hwy 3)	Anything N of Hwy shares interior industrial park roads with other vehicles
2	Possible, shared with #13 (adjacent)	Yes (N of Hwy 3 <sup>9</sup> )	Yes, Log Yard Road	Yes, (at end of loop Bypass on HWY 3)	Anything N of Hwy shares interior industrial park roads with other vehicles
3	No, but available through #4 <sup>10</sup>	Yes (S of Hwy 3)	No <u>current</u> back door loop	No, (near end of loop Bypass on Hwy 3)	No <u>current</u> interior roads
4	Yes – ROW already available	Yes (S of Hwy 3 at frontage at Logyard Rd)	No <u>current</u> back door loop, future through #6 to Bypass	No, (near end of loop Bypass on Hwy 3); future easement access through #6.	Minor interior logging roads; plans for future public roads
5	No	Yes (S of Hwy 3 at frontage)	No	No	No interior roads
6	No, but available through #4	Yes (S of Hwy 3, easement to Hwy 3 possible)	No <u>current</u> back door loop, future direct access to Belfair Bypass	Yes, directly adjacent to Bypass route.	Minor interior logging roads; plans for future public roads
7	No, but available through #4	Yes (S of Hwy 3 on frontage)	No <u>current</u> back door loop, future through #6 to Bypass	No, future easement access through #6	Minor interior logging roads; plans for future public roads
8	Yes – ROW already available	Yes (S of Hwy 3)	Yes, existing easement to east	No, possible easement	Has a minimally developed private road easement to the SE
13	Yes	Yes (N of Hwy 3)	Yes, Log Yard Road through #2?	Yes, (at end of loop Bypass on HWY 3)	Anything N of Hwy shares interior industrial park roads with other vehicles

Table 5. Environmental constraints.

<sup>7</sup> Site #2 and #13 frontage is in Kitsap County; Two areas listed are in Mason County and Kitsap County respectively

<sup>8</sup> This area is within Mason County; the rest of this undeveloped 2.5 acre parcel is in Kitsap County

<sup>9</sup> Site #2 and #13 frontage is in Kitsap County

<sup>10</sup> As indicated by property owner





<b>Site #</b>	<b>Soils mapped onsite</b>	<b>Geology mapped onsite</b>	<b>Soil depth<sup>11</sup></b>	<b>Priority spp.<sup>12</sup> onsite or near site</b>	<b>Wetland mapped onsite</b>	<b>Stream mapped onsite</b>	<b>Wetland mapped within 200'</b>	<b>Stream mapped within 200'</b>
1	Alderwood Everett Indianola	Qgic (ice contact; till/outwash)	<6 ft	NO	NO	NO	NO	NO
2	Alderwood	Qgt, Qgic (glacial till; ice contact)	<6 ft	NO	NO	NO	NO	NO
3	Alderwood	Qgic, Qgt (glacial till; ice contact)	<6 ft	NO	NO	NO	NO	NO
4	Alderwood Shalcar muck	Qgt, Qgic (glacial till; ice contact)	<6 ft	NO – streams are not F	YES	YES	YES	YES
5	Alderwood	Qgt, Qgic (glacial till; ice contact)	<6 ft	NO	NO	NO	NO	NO
6	Alderwood	Qgt (Qgic) (glacial till ice contact)	<6 ft	NO – streams are not F	NO	YES	NO	YES
7	Alderwood Everett	Qgic (Qgt, Qgo) (ice contact – some till and outwash)	<6 ft, or deeper to west	NO – streams are not F	NO	YES	NO	YES
8	Everett Gravel pit	Qgic (ice contact)	<6 ft, or deeper to west	NO – streams are not F	NO	YES	NO	YES
13	Alderwood	Qgt	<6ft	NO	NO	NO	NO	NO

<sup>11</sup> Soil depth expected from geologic and soil mapping – impermeable glacial till within 6-10 feet.

<sup>12</sup> Possible requirement to assess for presence of Mazama Pocket Gopher across all sites





### Site Descriptions (in ownership groupings)

**Site #1** (12.13 acres) is located at the NE corner of the intersection of Highway 3 and Logyard Road – which is the most likely location for a future lighted intersection (Figure 2). It is owned by Brad and Angela Shauer, with an assessed market value of \$240,415 (\$19,819/acre). It is 2.4 times larger than the ~5 acres needed for the Park and Ride, but could potentially be subdivided before or after purchase. The site is directly adjacent to both Highway 3 and Logyard Road. It has an apparent access from the north on Logyard Road (easement not verified), but has no developed ROW access from Highway 3. There is potential for a front to back access/egress route, which is desired to minimize congestion at the entry from Highway 3. Assuming that Logyard Road is extended to the Bypass, it would provide direct access along that route. Topography slopes mildly to the WNW; the site is bisected by a 15-20 ft deep swale from E to W, which may conduct overflow from an adjacent stormwater facility (see Figure 2).



Figure 2. Site #1: yellow line shows location of swale crossing which might conduct overflow water from the stormwater facility on adjacent parcel to N.





**Sites #2 and #13** are directly adjacent to each other, located at the Mason/Kitsap County line, with the northern portions in Mason County and the southern portions in Kitsap County. Both parcels are owned by C&A Real Estate LLC. For **Site #2**, 6.3 acres are in Mason County, assessed at \$125,125<sup>13</sup> (\$19,861/acre) and 0.82 acres are in Kitsap County, assessed at \$61,670<sup>14</sup> (\$75,207/acre). For **Site #13**, 2.93 acres are in Mason County, assessed at \$58,070 (\$19,819/acre), and 1.76 acres are in Kitsap County, assessed at \$43,950 (\$24,971/acre). The frontage of both parcels is within Kitsap County, at the north side of Highway 3. It would be preferred to develop an MOU with Kitsap County allowing Mason County to manage permitting, but taxation would be complicated by the parcels crossing the County line.

**Site #2** is 1.4 times larger than the ~5 acres needed for the Park and Ride, but part of the acreage includes a rear access to Logyard Road. **Site #13** acreage is adequate for immediate needs, but does not provide as much area for future expansion, and currently is only accessible from Highway 3 (no loop drive possible). Thus it has no throughway to Logyard Road unless that easement can be arranged across co-owned **Site #2**. There is a developed ROW entry on **Site #13** from Highway 3 (easement not verified), which might be shared with co-owned **Site #2**. The front to back access/egress route is desired



Figure 3. Parcels #2 and #13: yellow dashed line shows portions of the two parcels that lie within Kitsap County.

<sup>13</sup> Per Mason County GIS system

<sup>14</sup> Per Kitsap County GIS system



to minimize congestion at the entry from Highway 3. Both parcels are located at the terminus of the loop connector to the Belfair Bypass, thus can be developed for direct future access to the Bypass.

**Sites #3, #4, #6 and #7** are located south of Highway 3, directly adjacent to each other. All are owned by Overton and Associates, who also own connecting acreage on the other side of the Mason/Kitsap County line.

- **Site #3** is 5.98 acres, assessed at \$237,045 (\$39,640/acre)
- **Site #4** is 35 acres, assessed at \$637,000 (\$18,200/acre)
- **Site #6** is 40 acres, assessed at \$546,000 (\$13,650/acre)
- **Site #7** is 21.8 acres, assessed at \$595,685 (\$27,462/acre)

The per acre value of these various parcels varies significantly, but on average, those with more acreage close to the Highway 3 frontage have higher value. These co-owned parcels can essentially be considered as one parcel, with potential for creating the optimal Park and Ride parcel through subdivision or boundary line adjustments. It would be important to develop future easement rights to access the Belfair Bypass to the east<sup>15</sup>, across the co-owned parcels. The most desirable combination of primary characteristics would be a 5 acre parcel with a current developed ROW access to Highway 3 near a potentially light intersection, and with a guaranteed rear easement to access future onramps to the Belfair Bypass. For that reason, 5-acres subdivided from the 35 acre parcel at the intersection at



Figure 4. Sites #3, #4, #6, #7: Showing potential 5-acre parcels subdivided from Site #4 (yellow outlines).

<sup>15</sup> As indicated by property owner





Logyard Road (#4) provides the best initial characteristics. This area already has a ROW access to the Highway at the intersection, and meets all other site requirements with some caveats. It has no immediate rear loop access to a secondary entrance/egress, but it may be possible to minimize congestion at the Logyard Road intersection by providing for a secondary exit to Highway 3 (across from existing driveways 600-700 feet to the north or south) until such time as the rear access easement to the Belfair Bypass is available (circa 2021). If the Logyard Road intersection has a traffic light, that would provide for a safe, cross-traffic left turn entrance onto Highway 3. The temporary, secondary access to the north or south could be specifically designated as right turn only (only for north bound traffic with no need to cross two lanes).

Figure 5 below is a subarea within a larger figure, developed by Mason County GIS (File Name: Belfair\_Bypass\_Exhibit\_Map\_April\_2013\_w\_Future\_Roads.mxd) showing preliminary plans for future roads within the future industrial park on the south side of Highway 3, and connectors to the future Belfair Bypass. This provides additional support for the discussion above. This plan shows a connector road is planned through the Overton parcels from the intersection at Logyard Road (orange line), providing access from one of the four conceptual 5-acre parcels displayed above in Figure 4.

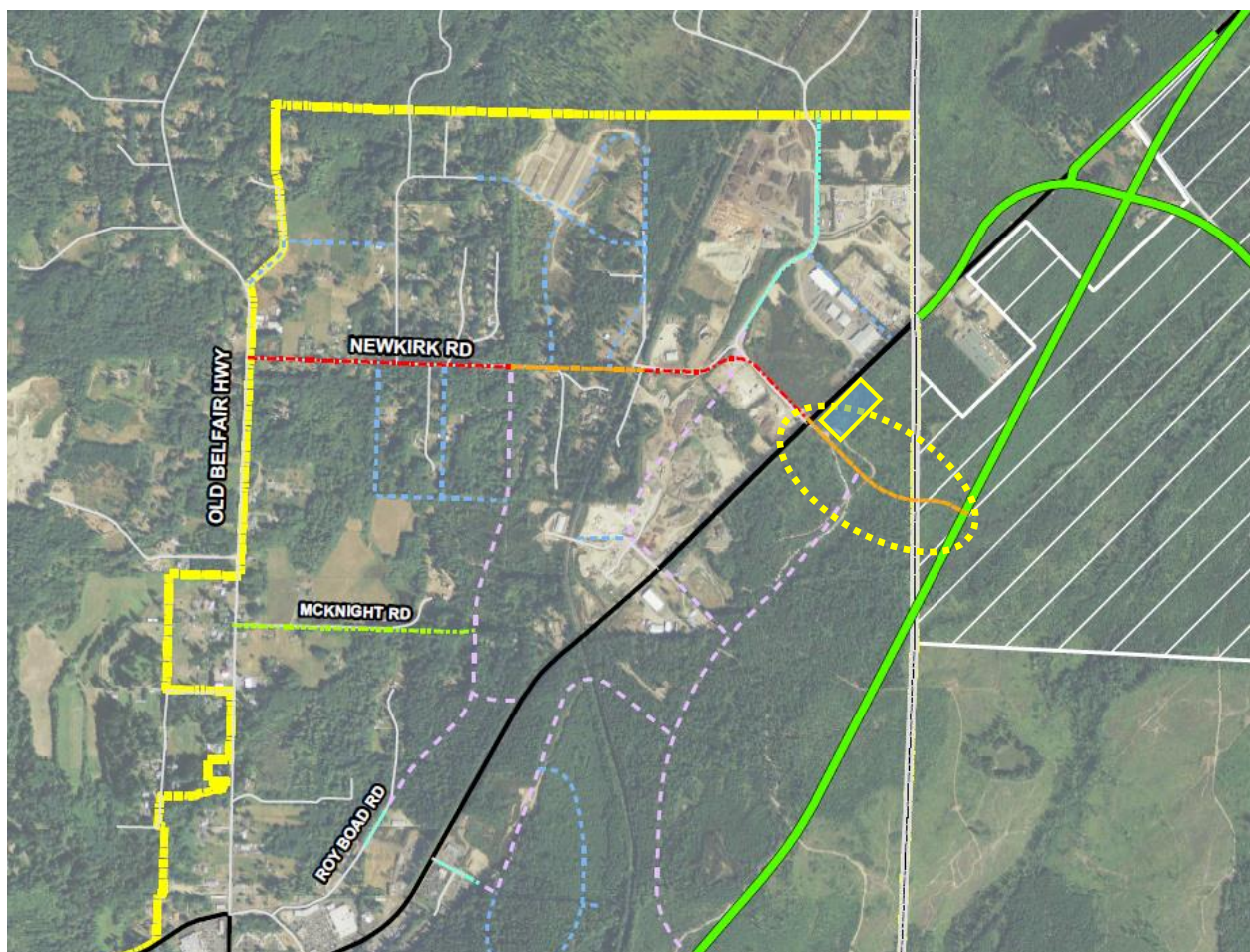


Figure 5. The yellow dashed oval shows the future planned road access to the Belfair Bypass from the Logyard Road intersection. The conceptual 5-acre parcel from Figure 4 is overlaid (blue rectangle with yellow outline).





**Site #5**, like **Sites #2 and #13** is located at the Mason/Kitsap County line, with the northern portion in Mason County and the southern portion in Kitsap County. 0.71 acres are in Mason County, assessed at \$14,070 (\$19,816/acre) and 1.76 acres are in Kitsap County, assessed at \$43,950 (\$24,971/acre). The frontage of the parcel is within Mason County, at the south side of Highway 3. There is no developed ROW, and no readily apparent way to develop a rear loop access, as the property owners (Mungra, Mahesh & Nirmala et al) do not own adjacent parcels.

**Site #5's** total acreage (2.47 acres) is not large enough to meet minimum Park and Ride needs, and does not provide for future expansion.



Figure 6. Site #5, located along the Mason/Kitsap County boundary, north of Site #3.



**Site #8** (7.63 acres) is located south of Highway 3, southwest of **Site #7** (Figure 7). It is owned by the Dept. of Transportation, and is currently used to store road sweepings and other DOT road maintenance materials, such as de-icer chemicals and sand for winter roads. The assessed market value is \$501,675 (\$65,750/acre) due to it having some improvements (a loader shed and pole building), but no water or septic. There is apparently a road easement to the east, which may be used to ensure access to the future Belfair Bypass (not verified).

**Site #8** is 1.5 times larger than the ~5 acres needed for the Park and Ride, and it has potential issues with contamination due to use as an area to store road sweepings and chemicals. However, it has a developed ROW to Highway 3, and a rear easement that could be used to create a rear loop access. It does not provide a direct guaranteed access to the future Bypass, but one could be developed using future planned interior roads.



Figure 7. Site #8 is shown in reference to Site 4, 6, and 7, discussed above.





## 2.4 Secondary Site Selection Factors Affecting Development Costs

This list was initially provided in Section 2.2, but is expanded in the discussion below. This is a list of secondary factors affecting site selection, which have more to do with development costs than primary site requirements detailed above.

**Proximity to electrical, water & sewer utilities:** These parcels are all located along a major transportation route within the Belfair UGA, in what is called “The North Neighborhood” in the Belfair 20-Year Vision Plan. Those parcels located north of the Highway are within an existing industrial park, and so have immediate access to existing utility infrastructure. Those parcels located south of the Highway are sandwiched between Highway 3 and the future Belfair Bypass, and are already slated for expansion of industrial park development. Areas farther south are planned for development as mixed residential development with related utility infrastructure. The Belfair Sewage Treatment Plant is located about 1.5 miles to the south, and expansion to cover the “North Neighborhood” area is planned. The mostly easily developed will be those parcels north of Highway 3 or immediately adjacent to the frontage, which contains the main utility easements and infrastructure.

**Level ground:** These parcels are all relatively flat, with slopes ranging from 1-5%, generally sloping to the southwest. Topography does not appear to be a major limiting factor on any of the parcels, in areas near Highway 3.

**Need for traffic signalization:** There are no current traffic lights along the stretch of Highway 3 north of Belfair. The most likely intersection for a future signalization would be at Logyard Road. Therefore, any parcel with direct or easement access to that intersection would have an advantage. We also note that intersection is slated for development as an access route to the Belfair Bypass (Figure 5), thus will inevitably be signaled at some point within the next 5-6 years.

### **Environmental considerations -- Contamination; Wetlands; Protected/endangered species; Storm water runoff; Flooding; Environmental justice:**

- **Contamination:** Some of the parcels are currently cleared and developed to some degree; some are undeveloped forest land. There is no record in the Ecology database of documented contamination on or adjacent to any of the nine parcels. However, some testing may be prudent on the partially developed parcels or in areas with a history of dumping. In particular, **Site #8** has been used to store road sweepings, road-kill animal carcasses and other related DOT waste materials, thus seems likely to have potential clean up needs. **Sites #2 and #13** are mostly cleared and graded, and have piles of what appear to be wood chips and gravel which may require assessment and testing, but did not appear to contain hazardous materials.
- **Wetlands:** There are known wetlands and streams on or near the parcels south of Highway 3, but in general, there is room to work around and avoid most impacts to those systems and their buffers.
- **Protected/endangered species:** There is no documented presence of endangered or threatened animals on any of the parcels; the streams are not documented as being fish-bearing. However, some site specific work may be required to verify this information.
- **Storm water runoff; Flooding:** The area is not mapped as a flood hazard zone, and we found no records of past flooding in the immediately surrounding area. Stormwater facilities are expected to be



somewhat shallow, as an underlying glacial till will limit vertical drainage and infiltration potential. Thus occasional groundwater flooding may be possible during periods of extended rainfall.

- **Environmental justice:** The immediately surrounding area east of the railroad and on both sides of Highway 3 is industrial park or forestland with no residential neighborhoods. There will be no displacements as no existing residential neighborhoods will be affected by developing a Park and Ride on any of these parcels.

### 3.0 Summary

A few of these parcels have, in combination, what may be considered fatal flaws, particularly when compared to other parcels without those particular limitations.

- **Site #5** is greatly limited by being too small, mostly in Kitsap County -- complicating permit processes and taxation issues. It has no developed ROW access to Highway 3, and no apparent way to provide for a loop road access to minimize congestion at entrance/egress point.
- **Site #8** has potentially significant cleanup issues, which could greatly increase site development costs or could complicate purchase negotiations, and potentially outweigh the advantage of having an existing ROW access to Highway 3. It is also more costly than the other parcels, as a result of having some onsite buildings that may not be useful for the Park and Ride site layout and operations.
- **Site #13** is a bit smaller than the optimum size, and has rear access limitations, unless allowed an easement through **Site #2**. It is also complicated by being partially located in Kitsap County, in particular along the vital frontage ROW, complicating permit processes and taxation issues.

#### Better Sites

- **Site #1** (12.13 acres) is more than two times larger than the desired ~5 acres, but it could be subdivided. This parcel has several advantages, being located at the NE corner of the intersection of Highway 3 and Logyard Road, which will most likely be a lighted intersection in the near future. It has an apparent access from the north, and it is our understanding that there is an available developed access near the Highway 3 intersection (not verified). Therefore, there is potential for a front to back access/egress loop route, which would minimize congestion at a single entry. Based on plans for the future roadway development, the extension of Logyard Road will eventually connect to the future Belfair Bypass.
- In terms of limitations, the parcel is covered with Scotch broom, which might create a maintenance challenge with future landscaping. Topography slopes mildly to the WNW, and the site is bisected by a 15-20 ft deep swale (per Google Earth topography) from E to W, which may conduct overflow from an adjacent stormwater facility. If there is seasonal flow in the swale, it may be regulated as a stream, but that would have to be verified onsite. Assuming these issues can be worked around, **Site #1** is a viable alternative.





- **Site #2** has the same problem as **Site #13**, by being partially located in Kitsap County, in particular along the vital frontage ROW. This will complicate permitting as well as future taxation, but could probably be worked out through an MOU between Mason and Kitsap County. In addition, the developed ROW access to Highway 3 appears to be on **Site #13**, and thus would need to be shared with **Site #2** – a less than ideal alternative when trying to minimize congestion at the Park and Ride entrance. But otherwise, **Site #2** has some good characteristics in terms of total acreage, potential for a rear access loop road to Logyard Road, which also provides for future access to the Belfair Bypass across the future traffic-lighted intersection with Highway 3. (One possible drawback to that rear access might be that Logyard Road is already somewhat congested within the active industrial park, and thus may not provide an optimal exit pathway for the buses.) In addition, **Site #2** is already cleared and graded, which should simplify site development, reducing costs and complexity. Barring potential contamination issues associated with stockpiled materials onsite, **Site #2** is a viable alternative.
- The combinations of **Sites #3, #4, #6 and #7** allows one to rearrange parcel boundaries to meet site layout requirements, as long as the property owner is amenable. The existing developed ROW at the Logyard Road intersection (**Site #4** frontage) is slated for future extension to the Belfair Bypass, and will be a traffic lighted intersection. A 5-acre parcel (subdivided from Site #4) oriented along the Highway 3 frontage directly SE or SW of that planned intersection has potential for a main controlled entrance at the Logyard Road intersection, and a secondary right turn only exit father north or south – reducing congestion at the main entrance. This would require acquisition of the second access point at the far end of the parcel, but may be worth it. Otherwise, the 5-acre parcel (subdivided from Site #4) could be reoriented, turning 90° along the east or west side of the future Logyard Road ROW with the second exit/entrance located to the south along the future Logyard Road extension. The orientation along Highway 3 provides for excellent site visibility and minimal screening in the period prior to development of the Bypass access roadways (Logyard Road extension), and provides ready access to bicyclists willing to ride along Highway 3 north of Belfair, taking a safer, right hand turn into the Park and Ride. There are no known environmental limitations (contaminants, wetlands, streams, or endangered species) in these two possible 5-acre sites. As long as the price for this created parcel is acceptable in comparison to the Site #2 alternative parcel, subdividing a 5-acre parcel near the intersection at Logyard Road from **Site #4** appears to be the most flexible alternative for meeting most primary and secondary site selection requirements.

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Mason Transit Authority Board  
Regular Meeting  
June 21, 2016, 4:00 p.m.  
Mason Transit Authority  
Mason Fire Protection District 1  
Fire Hall Conference Room  
331 North Finch Creek Road  
Hoodsport, WA

## **HUMAN RESOURCES – Rikki Johnson**

### Worker's Compensation/L&I

- Requested L&I to conduct medical evaluations on two former employees receiving L&I benefits. L&I is complying and has sent letters to doctors requesting progress reports. One current employee is out on L&I.

### Union

- Continuing negotiations for the maintenance group with Bobby Joe Murray, IAM rep.; Danette Brannin, Acting General Manager; and Shannon Phillips, Summit Law. Making good progress on the contract. It's now down to 2 Articles and Wages.

### Employee Relations

- Working on personnel issues.

### CTAA Conference -- Portland

- Attended the CTAA Conference in Portland.
  - Day 1 – 8-hour training session on recruiting and hiring top talent.
  - Day 2 – 8-hour training session on developing policies and procedures for transit.
- I was extremely disappointed in the two training sessions. The material presented was outdated and did not receive the training the way it was described in the conference information.

### Recruitment

- Hired two new part-time drivers that started on June 3.
- Promoted an internal candidate to Lead Dispatcher/Scheduler.
- Interviewing for one full-time dispatcher/scheduler and one part-time dispatcher/scheduler. The focus is to recruit from internal candidates.

### Strategic Planning Meeting

- Met with Marilyn and Managers to provide final input to the Strategic Plan.

## **MAINTENANCE/FACILITIES – Marshall Krier**

- The maintenance backup back-up generator wiring has been completed. We are now able to operate the lights, fueling station and air compressor during power outages. We were required to perform some unforeseen generator rewiring, so we deferred connecting the electric shop roll up doors to the sub-panel. The doors can be opened manually if an outage were to occur.
- We are in the process of selecting replacement bus shelters. Danette, Mike Oliver and I met with Brian Peterson at Bill Hunter Park and have selected a shelter that will meet the needs for that specific location. The MOU with Mason County Parks states that we need written permission from Mason County (the "County") before proceeding with any improvements. I am scheduling a meeting with Jeff Vrabel from the County to review our plans.
- The MTA Maintenance Rodeo Team has again partnered with Twin Transit and started practicing for the 2016 competition to be held in Wenatchee at the State conference in September. "This competition allows maintenance technicians to showcase their mechanical and diagnostic skills. It also encourages high levels of professionalism and safety while cultivating camaraderie with other transit maintenance technicians."
- Training remains a top priority for the Maintenance Team. We have a combined a total of 169 hours of safety and technical training for the first part of the year. Most training is conducted in-house or locally so no travel costs are incurred.



- Recently we reviewed our purchasing program for oils, lubes and other shop fluids and have transitioned to purchasing off the Washington State contract managed through Enterprise Services. By doing so we are saving up to 90 cents/quart on engine oils. This will save MTA approximately \$4,000.00 per year. The savings are not as substantial with other fluids, however we will benefit with additional cost reductions.

## FINANCE/IT – Danette Brannin

### Finance:

- Submitted Annual Report to State Auditor's Office.
- Completed contract checklist to be used each time a contract is drafted.
- Working on inventory.
- Now tracking hours for the Affordable Care Act in house instead of using a reporting service. Cost savings of approximately \$2,400 per year.
- Jeri and Chrissy continue to help with additional tasks and have worked on streamlining some processes in accounting.

### IT:

- Resolved camera and projector issues at the T-CC.
- Working on office setup at the T-CC.
- Continue to resolve Help Desk tickets in a timely matter.
- Working on archiving process to meet public records requirements for browser history.
- Working on IT inventory list.

## DEVELOPMENT – Mike Oliver

- **Park and Ride Project:** We have conducted our "Kick-Off" meeting with SCJ Alliance and are working on creation of an all-inclusive contact list of interested partners, stakeholders and colleagues in development of the project. SCJ is performing further research on previously identified property possibilities in the North Mason Area and perform baseline research regarding feasibility and environmental discovery. I will continue to provide updates to our list of interested folks in real time as things develop and move forward. Please let me know if you have questions. We hope to have an established time line in place by the July Board Meeting.

## OUTREACH – Christina Kramer

- A request for proposals and qualifications to contract for transit advertising services was released on April 27; proposals were due on May 25, and we received NO responses.
  - The next steps are to research if it's advantageous for the agency to move forward with selling commercial advertising and managing those advertising contracts internally or to table the idea for now and only use our bus ad space for self-promotion only.
- I attended the CTAA conference the third week of May. It was a week full of networking, being inspired with ideas based off what other transit agencies are doing around the country, attending general sessions with informative speakers, and participating in classes and workshops. Listed below are the classes attended, followed by the top lesson learned in each class:
  - Transit Marketing for Small/Rural Agencies
    - Agencies with small marketing budgets should prioritize those funds towards the "passenger experience" (build awareness > knowledge > loyalty). Test the passenger experience often, then make improvements as needed.
  - Network Design for Small Cities and Rural Areas
    - Develop a system that meets ongoing needs first (people who are dependent on transit), then as funding is available, expand system to meet discretionary needs (transit users by choice). Every community is different. We cannot be all things to all people, spreading too thin creates bad service with large gaps.



- Messages with Meaning
  - Perceptions ARE reality. Good service trumps anything. No amount of marketing can “sell” a bad service. Ride your service often so you know what your customer’s experience is like.
- Ride to Wellness Forum
  - This event was a round table discussion where FTA was seeking input from transit agencies about what they could do to support innovative partnerships that provide options for access to healthcare. Therefore, there wasn’t really much of a “lesson learned”. That said, I did learn that MTA is seemingly the only transit agency that provides a volunteer driver program! This is why we were invited to the table for the discussion, because we offer an example of the type of innovative partnerships that FTA hopes other transit agencies will pursue.
- Listening to our Customers
  - We need to include older adults and people with disabilities (OAPD) in discussions and our planning process in order to create an inclusive system with appropriate transit options. Doing so ensures we can identify barriers that OAPDs face in accessing transportation services; prioritize barriers in order of most important to address first; make recommendations for steps to remove barriers; and implement ideas in order to operate an inclusive system.
- Upcoming Events:
  - June 17 - Shelton-Mason Chamber of Commerce & EDC “Health, Power & Transit” luncheon presentation
  - July 16 - Allyn Days Informational Booth

## T-CC – Kathy Geist

- Use of all event spaces for May nearly doubled from any month so far in 2016! Yea!
- The gym use for May was up to 936 users! Users included 4 community and private special events.
- Board room was utilized 12 times by MTA and other users for a total of 235 people.
- Harstine Island Choir performed a free concert in the Atrium and it was very well attended by approximately 150 people! What really worked well is that MTA brought our seniors from Alpine Way and Shelton Health and Rehab to the concert and then back home!
- Community Youth Services has begun moving into their spaces and will begin serving our community youth in June!
- Vending machines are up and running and making money in the atrium and we will be adding a snack machine as well.
- The lending library is being used a great deal.
- Mason Conservation has received the DOE contract finally and will be ramping up our project in the coming months. We received notice from DOE that the demo of the Radich building can be put towards the grant or if another entity wants to take on the restroom project. DOE is fine with us keeping the structure on site. I have received several inquiries from nonprofits as well as other agencies regarding the possibility of a public restroom project for the building. More to come on that.
- Working with CHOICE and ESD on their graduation ceremony and senior dance plans being held here at the T-CC in June!
- I have been asked to serve on the CHOICE advisory board.
- I will be representing MTA on the Thurston Mason Behavioral Health Advisory Board starting next month.
- I will be managing MTA’s involvement with the Franklin Street improvements project with the City of Shelton. More to come on that project but no updates at this time.
- Attached are relative pages of the Comparative Market Analysis prepared by Keller Williams relating to the available retail space at the T-CC.



## **OPERATIONS – Mike Ringgenberg**

- Taught one vanpool defensive driving class for 1 vanpool driver and 1 volunteer driver.
- Starting to track Link Dial-A-Ride ridership and deviations for Service Review Committee/Route impact.
- Training Instructor attended the following:
  - Trainer’s Showcase at SeaTac
  - Met and observed training operations at Pierce Transit and King County Metro.
  - CTAA Expo 3-day PASS Trainer Certification Course in Portland.
- Karey Thorton from WSTIP came out to JP and conducted Origami Training.

# Comparative Market Analysis



Researched and prepared by  
Scotty Mills

Prepared exclusively for  
MTAMason County

Prepared on  
June 14, 2016

Subject Property  
601 W Franklin Street  
Shelton, WA  
98584

Scotty Mills Keller Williams South Sound  
1217 Cooper Point Road SW # 5  
Olympia, WA 98502  
(253) 405-2936  
Scottymills.realtor@gmail.com





## **MTA Commercial Lease space summary update**

Prepared for : Kathy Geist Transit-Community Center Manager .

### **Marketing update:**

MTA Lease space went under contract active April 7th 2016 as of 6/14/2016 spaces have been active on the market 68 days. Price per square foot Retail \$1.50 and office space \$ 1.25 per square foot. MTA spaces are being marketed through associations, affiliations and professional relationships such as but not limited to CBA Commercial Brokers Association, North West Multiple Listing Services, KW Commercial and KW Global, just to mention a few.

### **Current Tenant opportunities :**

Currently have dialogue with three food franchises and two brokers, Kent WA and Seattle area, their clients are undisclosed at this time.

We are working through what we call the 3 C's Community Commercial Concerns. A huge plus is this area of W Franklin Street in Shelton has high traffic and pedestrian count ideal for a fast food anchor.

*SHELTON – Interim City Administrator Pete Butkus released figures Monday to the city commissioners that reveal the city's total debt is about \$50 million.*

*State Department of Health informed the city that its water system was "inadequate" in 2002 and 2012.*

*Simpson Lumber closed its Shelton waterfront mill in April 2015, leaving about 270 employees jobless. Olympic Panel Products is preparing to shut down its operations beginning in July, leaving more than 200 employees jobless.*

Janice & I feel by providing updated information from Mason county EDC, Local Chamber of commerce and additional information we can provide to current and potential businesses will keep the opportunity moving forward and result in a couple good business additions in the Shelton community.

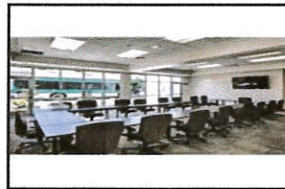
Kathy should you need additional information please advise  
Respectfully submitted.

*Scotty Mills*



# Mason County transit space available

USD 758



**Mason County transit space available**  
601 West Franklin st  
Shelton | 位置 : State | 98584

As the first project of its kind in the Nation, The renovated facility features a gym, commercial double teaching kitchen, a computer lab, public restrooms, a waiting area, transit and informational customer service lobby, program/office and retail space. It provides a centralized location where people of all ages can come to meet, receive services, recreate, learn and socialize, making their connections through public transit, whether your a start up business, non-profit or corporation A MUST SEE!

PropertyDescription

停放 :	: NA
位置 :	: 都市
級別 :	: 商業地產出租
可用日期 :	: 4/7/2016 12:00:00 AM
# 地板 :	: 0
租賃期限 :	: 0
#SubLease :	: N



**Scott Mills**  
Keller Williams Realty

1217 Cooper Point Road SW #5  
Olympia, Washington, 美國 98502

電話: 253 405 2936  
傳真 : : NA  
電子郵件:  
Scottymills.realtor@gmail.com



**Building features include** 挑高天花板, 絕熱, 互聯網線路, 現代化, 可供殘疾人進入, 商業廚房, 展示櫥窗, Fire Sprinklers, Outside seating area, 24 Hours Security

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Mason Transit Authority Board  
Regular Meeting  
June 21, 2016, 4:00 p.m.  
Mason Transit Authority  
Mason Fire Protection District 1  
Fire Hall Conference Room  
331 North Finch Creek Road  
Hoodspport, WA

Since the last board meeting I have been busy with a variety of activities and meetings.

- It is exciting to see the Park & Ride project kicking off and the shelter project finally happening.
- Staff is doing an outstanding job, people are energized and relations continue to improve. What is most rewarding is seeing team members share new ideas and their excitement to be able to implement them.
- I met with the Executive Director of Kitsap Transit and the General Manager of Jefferson Transit to share ideas and talk about challenges. We connect with both transits so the partnerships are beneficial and knowing what changes our neighboring transits may have in their future will help all of us connect our services better. We plan to meet on a quarterly basis.
- Finished our last session with Marilyn and Kandace regarding the Strategic Plan. Next steps are to get the information into a document that reflects MTA strategic plan and is easy to use and update. The plan is to bring the draft document to the board meeting in July.
- I participated as a panelist for the City of Shelton City Administrator.
- Made contact with the City's Public Works Director and Superintendent regarding routes and road preferences as well as joint projects. We plan to meet in a couple of weeks to talk. I want to compliment the City staff for their willingness to now work together and I feel like great strides in building a better relationship have occurred over the last few weeks.
- Marshall, Mike Oliver and I have been working on improvements to shelters around the county, especially at Bill Hunter Park in Belfair. We have had a shelter grant for approximately three years to replace shelters at existing locations and we are now moving forward to complete the project. We met with Dr. Petersen in Belfair regarding the shelter at Bill Hunter Park. MTA will purchase a larger shelter with the grant funding. Dr. Petersen is organizing additional concrete work that he will cover through donations. He is handling the permitting, etc. MTA will only be installing the new shelter. We have submitted the changes we desire to the County and are waiting for their approval.
- I am now participating in the Downtown Shelton Visioning and very excited to work with the group who are all passionate in their desire to improve the downtown corridor.
- Attended the CTAA conference May 23 and May 24 with the focus of the intensive training being Financial Management. I did pick up a few nuggets regarding ways to present service cost. If I attend the CTAA conference again, I would go on the workshop days as it appears the workshop topics were much better.
- We have had two more union negotiation meetings and are nearly done with the Maintenance Contract. I hope to have that to the board next month.
- Attended two Kick-off Meetings for the Park & Ride.
- Rikki, Mike Ringgenberg and I had our second meeting with the shop stewards for the drivers. We have committed to meeting with them monthly to talk about concerns, changes, ideas, etc. in the hope communication will continue to improve relationships and we can resolve concerns quickly.



- Met with Heidi McCutcheon, Executive Director of Shelton-Mason Chamber of Commerce.
- Met with the Skokomish Tribe regarding pilot run. Their funding is coming to an end for the pilot run as it was intended as start-up assistance.
- Met with Association of Washington Cities regarding healthcare changes. The current plan we have for medical will no longer be available starting 1/1/2018 due to the Cadillac tax. We looked at options and comparable plans to what we have now.
- Attended EDC Annual Membership Drive in which MTA was a sponsor.
- Attended EDC Administrators' Luncheon to develop connections.
- Celebrated National Transportation Week with employees. Managers handed out a travel mug to employees, taking time to personally thank them face-to-face. On Friday we brought in sandwiches for lunch.
  - Received positive feedback from many employees expressing gratitude.