



AGENDA

Mason Transit Authority Board
Regular Meeting
April 16, 2019, 4:00 p.m.
Mason Transit Authority
to be held at the following location:
Port of Allyn
18560 E SR 3
Allyn

OPENING PROTOCOL

CALL TO ORDER
ROLL CALL AND DETERMINATION OF QUORUM
ACCEPTANCE OF AGENDA – ACTION

PUBLIC COMMENT

CONSENT AGENDA – ACTION

1. **Pg. 03: Approval of Minutes: Approval of the minutes of the March 19, 2019 MTA regular Board meeting**
2. **Pg. 07: Financial Reports: March, 2019**
3. **Pg. 14: Check Approval: March 14-April 10, 2019**

REGULAR AGENDA

UNFINISHED BUSINESS:

1. **Pg. 23: Amendatory Resolution – Resolution No. 2019-08 – ACTIONABLE**
2. **Pg. 26: Remainder of GCB3098 Capital Construction Project Funding – ACTIONABLE**

NEW BUSINESS:

1. **Pg. 28: Interlocal Agreement with City of Shelton – Resolution No. 2019-09 – ACTIONABLE**
2. **Pg. 52: Surplus of Staff and Vanpool Vehicles – Resolution No. 2019-10 – ACTIONABLE**
3. **Pg. 55: ADA Policy Update (POL-504) – Resolution No. 2019-11 – ACTIONABLE**
4. **Pg. 68: Low or No Emission Grant Application – ACTIONABLE**
5. **Pg. 69: Operations and Maintenance Committee Recommendation-Fares – ACTIONABLE**
6. **Pg. 70: Approval of Technology Purchase – ACTIONABLE**

INFORMATIONAL PRESENTATION

1. **Pg. 75: Financial Outlook and Operating Margin Update**

INFORMATIONAL UPDATES

1. **Pg. 83: Park and Ride Update**
2. **Pg. 84: Management Reports**

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

PUBLIC COMMENT

ADJOURNMENT

UPCOMING MEETING:

**Mason Transit Authority
Regular Meeting**
May 21, 2019 at 4:00 p.m.
Transit-Community Center
601 West Franklin Street
Shelton

All participants are welcome. The meeting locations are ADA accessible. If you anticipate needing any type of accommodation or have questions about the physical access provided, please call 360-426-9434 in advance. We will make every effort to meet accommodation requests.

DRAFT

**Mason Transit Authority
Minutes of the Regular Board Meeting
March 19, 2019
Transit-Community Center
601 West Franklin Street
Shelton**



OPENING PROTOCOL

CALL TO ORDER: 4:00 p.m.

Authority Voting Board Members Present: Randy Neatherlin, Chair; John Campbell, Kevin Dorcy, Deb Petersen, Don Pogreba, Kevin Shutty, Sandy Tarzwell and Sharon Trask. **Quorum met.**

Authority Voting Board Members Not Present: Wes Martin, Vice Chair

Authority Non-voting Board Member Not Present: Bobby Joe Murray, Business Representative, IAM and AW, District Lodge 160.

Citizen Advisor to the Board Present: John Piety

Others Present: Tracy Becht, Clerk of the Board; Danette Brannin, General Manager; Rob Johnson, Legal Counsel; LeeAnn McNulty, Administrative Services Manager; Mike Ringgenberg, Operations Manager; Josh Jacobs, System Administrator; Marshall Krier, Maintenance and Facilities Manager.

ACCEPTANCE OF AGENDA

Moved that the agenda for the March 19, 2019 Mason Transit Authority (MTA) regular board meeting be approved. **Campbell/Trask. Motion carried.**

PUBLIC COMMENT – None.

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 February 19, 2019.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for the period of December, 2018 and February, 2019 as presented.
3. **Moved** that the Mason Transit Authority Board approve the payments of February 15, 2019 through March 13, 2019 financial obligations on checks #32385 through #32542, as presented for a total of \$642,836.19.

Campbell/Trask. Motion carried.

REGULAR AGENDA

UNFINISHED BUSINESS

1. **Operations and Maintenance Committee Recommendation** – Board member Pogreba informed the Board that the Operations and Maintenance Committee had met relating to the construction of the Belfair park and ride and the building. The Committee had reviewed the project information as well as weighing the increased building costs. There was additional discussion as to how much the construction costs have increased since 2016. **The Operations and Maintenance Committee recommends** that the additional square footage be removed from the Belfair facility. Motion carried unanimously.

NEW BUSINESS

1. **IT Wireless Policy (POL-701)** – Josh Jacobs, System Administrator, described the purpose of the updates to the existing policy. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-03 and the attached IT Wireless Policy (POL-701). **Shutty/Trask. Motion carried unanimously.**
2. **IT Acceptable Use Policy (POL-702)** – Mr. Jacobs spoke to the Board relating to the necessary updates to this policy regarding the use of MTA's information technology resources by MTA employees and to protect the integrity of MTA's IT resources. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-04 and the attached IT Acceptable Use Policy (POL-702). **Shutty/Trask. Motion carried.**
3. **IT Remote Access Policy (POL-704)** – Mr. Jacobs informed the Board that minor edits were made to this policy to bring it current regarding certain protocols relating to current MTA employees that use remote access. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-05 and the attached Information Technology Remote Access Policy (POL-704). **Shutty/Tarzwel. Motion carried.**
4. **Scarsella Contract for Pear Orchard Park & Ride** – Danette Brannin, General Manager, briefed the Board as to the recent invitation to bids on the Pear Orchard Park & Ride; describing the invitation to bid postings; bid submittal deadline and the eight bids received. She informed the Board that Scarsella Bros. of Seattle, Washington submitted the lowest qualified bid of \$630,005 to carry out the improvements described in the bid package. She also stated that the final total calculation of the 15 individual listed line items on the Scarsella bid was incorrect in that the submitted bid had a total of \$623,905.00 on the bid, but that it was still the lowest qualified bid at the correct total of \$630,005. **Moved** that the Mason Transit Authority (1) award the winning bid to Scarsella Bros. for the Pear Orchard Park and Ride in the amount of \$630,005.00 and the Board waives the irregularity in the bid award of \$623,905.00; and (2) approve Resolution No. 2019-06 authorizing the General Manager to sign and execute the contract between Scarsella Bros. and Mason Transit Authority. **Shutty/Trask. Motion carried.**
5. **CHG Contract for Roof Replacement Bldgs 3 & 4** – Marshall Krier, Maintenance and Facility Manager brought the Board up-to-date following its acceptance of WSDOT Agreement GCB3098 for engineering and replacement of the roof on Buildings 3 and 4. Since that time, an invitation to bid was advertised in Shelton-Mason County Journal, Seattle Daily Journal of Commerce and posted on the Builders Exchange. MTA received six bids and CHG Building Systems Inc. of Renton, Washington, submitted the lowest qualified bid of \$165,997. The not to exceed amount of \$250,000 requested is to allow

for any change orders or unforeseen damage that might be discovered during the construction project. There was some discussion concerning how any change orders may be carried out. Ms. Brannin indicated that she had planned to approve any necessary change orders up to her approved authority amount and bring anything above that to the Board. The Board asked that staff research whether a prior resolution was approved regarding change orders. **Moved** that Mason Transit Authority (1) award the winning bid to CHG Building Systems of Renton, Washington for roof replacement of Buildings #3 and #4 at the Johns Prairie facility in the amount of \$165,997, and (2) approve Resolution No. 2019-07 authorizing the General Manager to sign the contract between CHG Building Systems Inc. and Mason Transit Authority. **Tarzwell/Pogreba**. Motion carried.

6. **Van Replacement for Vanpool Program** – Ms. Brannin spoke to the Board regarding the recent mini-vans that were total losses due to accidents. Although staff will continue to monitor and evaluate the need to replace or reduce the number of vans as they reach the end of useful life, staff recommends submitting the application to WSDOT's Vanpool Investment Program for three vans to replace the two vans that were totaled and one additional to provide proper vanpool vehicle sizes for current vanpool groups and remain in a State of Good Repair. She indicated that MTA's match would be provided first by insurance recovery money and then from Capital Project reserves. **Moved** that the Mason Transit Authority Board authorize the General Manager to finalize, approve, sign and submit the grant application to the WSDOT Vanpool Investment Program for three replacement vans. **Campbell/Trask. Motion carried.**
7. **Summer Youth Promotional Pass Price Increase** – Ms. Brannin notified the Board that the time for the purchase and use of the Summer Youth pass is approaching and that our transit partners in this program are charging \$20 for the pass. She recommended that MTA keep in line with our transit partners and that the Board approve the increase of the Summer Youth Pass from \$18 to \$20. **Moved** that the Mason Transit Authority Board approve increasing the cost of the Summer Youth Pass from \$18 per pass to \$20 per pass, effective immediately.

INFORMATIONAL PRESENTATION – Ms. Brannin presented information relating to recent history of MTA's fares and that now is an appropriate time to review the fares. Recent implementation of Token Transit eases the administrative cost of managing pass purchase but there still is a fee from Token Transit for each pass sold that reduces the amount MTA receives. Staff is requesting that the Operations and Maintenance Committee and the Citizen Advisor to the Board look at current fares and compare MTA's fares to neighboring transit. Once the review has been completed, staff would like the Committee to make a recommendation to the Board on whether to increase fares and if so, recommend what the new fares should be.

INFORMATIONAL UPDATES – Ms. Brannin briefly described to the Board additional information relating to the park and ride projects. Board member Shutty asked if the park and ride timeline was still about the same. Ms. Brannin indicated that it was anticipated to be the same.

GENERAL MANAGER'S REPORT – Ms. Brannin indicated how I-976 will impact transit.

COMMENTS BY BOARD MEMBERS – Board member Petersen stated it was a good idea to have the special informational presentations. Board member Shutty requested that a good topic for a future informational presentation would be information concerning public records requests, such as the amount of staff hours and costs with a comparison of historic to year-to-date.

PUBLIC COMMENT – None.

Moved that the meeting be adjourned.

ADJOURNED 4:44 p.m.

UPCOMING MEETINGS

**Mason Transit Authority
Regular Meeting**
*Tuesday, April 16, 2018 at 4:00 p.m.
Port of Allyn
18560 E SR 3
Allyn*

DRAFT

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 2 – *Actionable*
Subject: Financial Reports – March 2019
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Summary for Discussion Purposes:

Included are the March 2019 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

Highlights:

Sales Tax Revenue

Sales tax revenue for January 2019 (received March 31, 2019) was \$377,689 – which was approximately 55% higher than budgeted, and 22% higher than January 2018 actual.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 25% (3/12) of the budget through the end of March. Total YTD Revenue is slightly over budget at 28.70%. Total YTD Operating Expenses is slightly under budget at 24.49% after setting aside an additional \$134,473 to capital reserves.

Fiscal Impact:

March’s fiscal impact reflects total revenues of \$756,355 and operating expenses of \$708,330 for a net income of \$48,025.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the financial reports for the period of March 2019 as presented.

Mason Transit Authority Statement of Financial Activities

April 2019 Board Report

% through the year: 25.00%

March Statement of Financial Activities

	March Actual	2019 YTD Actual	2019 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares	\$ 8,627	\$ 22,939	\$ 103,500		22.16%
PSNS Worker/Driver & Vanpool Fares	20,626	60,629	265,000		22.88%
Total Operating Revenue (Fares)	29,253	83,568	368,500		22.68%
Sales Tax	324,400	961,601	3,936,179	(1)	24.43%
Operating Grants	349,075	1,047,225	3,189,554	(2)	32.83%
Rental Income	14,265	43,066	143,227		30.07%
Investment Income	12,949	40,695	45,000		90.43%
Other Non-operating Revenue	26,413	86,165	199,233	(3)	43.25%
Total Revenue	756,355	2,262,320	7,881,693		28.70%
Expenses					
Wages and Benefits	423,612	1,165,676	5,919,743		19.69%
Contracted services	13,685	40,663	208,223		19.53%
Fuel	30,523	81,414	400,250	(4)	20.34%
Vehicle/Facility Repair & Maintenance	36,501	80,674	351,750		22.94%
Insurance	19,623	58,869	235,477		25.00%
Intergovernmental - Audit Fees	-	-	31,000		0.00%
Rent - Facilities and Park & Ride	2,440	7,320	32,000		22.88%
Utilities	11,621	33,815	139,781		24.19%
Supplies - Equipment	26,120	40,935	131,720	(5)	31.08%
Training & Meetings	4,330	8,512	74,705		11.39%
Other operating expenses	5,402	45,503	174,863	(6)	26.02%
Pooled Reserves	134,473	351,585	120,000	(7)	292.99%
Total Operating Expenses	708,330	1,914,966	7,819,512		24.49%
Net Income (Deficit) from Operations	\$ 48,025	\$ 347,354	\$ 62,181		

NOTES

- (1) Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget Used.
- (2) Operating grant revenue equals Q1 2019's accruals.
- (3) Includes Q1 2019's RMG grant accrual - \$56,499 LMTAA Volunteer program revenue - \$7,619, Volunteer Donations - \$155, Sale of Maintenance Services \$2,130, Sale of Bus ads \$11,565, Community Van - \$1,092.
- (4) Average diesel price per gallon year to date is \$2.40. Average gasoline price per gallon year to date is \$3.06.
- (5) A couple grant reimburseable equipment and supplies were purchased: Solar Lights for Bus Shelters \$8,859 and three Evaporative coolers for Maintenance \$9,888.62.
- (6) Includes budget line items from CDL Testing, Bank Charges, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement/Dues, Memberships, Subscriptions/Unemployment Insurance). Expenses through the year include: Volunteer Driver Program reimbursements \$7,820, Advertising \$6,710, Merchant/credit card fees \$1,282, Office Equipment Lease \$1,282, Dues, Memberships, Subscriptions \$23,215, plus other misc. expenses.
- (7) Pooled Reserves is the amount of actual sales tax money received for 2019 in excess of the 2019 budgeted amount. The 2019 YTD Actual amount is not an expenditure and represents the amount put to cash reserves.

Mason Transit Authority Statement of Financial Activities - TCC

April 2019 Board Report

% through the year: 25.00%

	2019 March Actual	2019 YTD Actual	2019 Budget	Notes	Percent of Budget	YTD - Community Center	YTD - Transit Operations
Revenue							
T-CC Rental	\$ 12,636	\$ 38,178	\$ 125,630		30.39%	\$ 38,178	\$ -
Other Revenue	20	69	-			69	-
Total Revenue	12,656	38,247	125,630		30.44%	38,247	-
Expenses							
Wages and Benefits	10,369	29,214	132,383		22.07%	29,214	-
Contracted services	741	1,792	11,200	(1)	16.00%	1,455	337
Repair & Maintenance	2,365	4,375	14,500		30.17%	3,462	913
Insurance	1,306	3,918	15,673		25.00%	3,918	-
Utilities	4,556	13,354	48,370		27.61%	9,482	3,872
Supplies & Small Equipment	860	2,302	14,295		16.10%	1,361	941
Training & Meetings	-	-	450		0.00%	-	-
Other Operating Expenses	120	709	3,400	(2)	20.85%	675	34
Total Operating Expenses	20,317	55,664	240,271		23.17%	49,567	6,097
Net Income (Deficit) from Operations	\$ (7,661)	\$ (17,417)	\$ (114,641)			\$ (11,320)	\$ (6,097)

(1) YTD Contracted Services is comprised of quarterly elevator inspections \$630 Alarm services \$170; IT services \$154.

(2) Other operating expenses includes Dues & subscriptions \$589 for beginning of the year license renewals.

Mason Transit Authority Capital Budget

April 2019 Board Report
As of February 28, 2019

Capital Projects	Budget	Grants	MTA Funding	YTD	Project Costs to Date	Purpose
IT Items	\$ 125,000	\$ 125,000	\$ -	\$ 25,650	\$ 25,650	Server/Desktop Replacements
T-CC Parking Lot	302,500	250,000	52,500	-	3,284	Parking lot behind TCC
Park & Ride Development - 2015-2019 RMG Funds	6,371,134	5,617,000	950,000	79,655	1,702,570	Construct Belfair P&R; upgrade other P&Rs
Scissor Lift - TCC	15,000	-	15,000	-	-	Lift for atrium and gymnasium maintenance
TCC Sound System	10,000	-	10,000	-	-	Improve sound system in gym
HVAC Units	50,000	-	50,000	-	-	Replace units Buildings 1 and 2
Brake Caliper Tool	20,000	-	20,000	-	-	Support tool for coaches
Roof Replacement	250,000	250,000	-	-	-	Replace roofs on buildings 3 and 4 at JP
Paint Exterior - JP Buildings	120,000	120,000	-	-	-	Paint JP Buildings - contingent on sales tax equalization
TCC Transit Office Remodel	150,000	150,000	-	-	-	Paint JP Buildings - contingent on sales tax equalization
Passenger Amenities and Signage at Stops	80,000	69,200	10,800	-	60,911	Amenities and Signage for Bus Shelters. Expendable until June 30, 2019
Video Storage Upgrade	68,000	-	68,000	-	-	Upgrade Angeltrax - contingent on sales tax equalization
Total Miscellaneous Capital Projects	7,561,634	6,581,200	1,176,300	105,305	1,792,415	
2 Worker Driver Coaches	1,779,228	1,482,690	296,538	-	-	Replace low SGR ranking coaches
2 40' Coaches, 9 Cutaways	1,902,736	1,427,052	475,684	-	-	Replace low SGR ranking coaches and Cutaways
Staff Vehicles	105,000	105,000	-	25,553	25,553	To replace staff car and maintenance pickup
Total Vehicle Replacements	3,786,964	3,014,742	772,222	25,553	25,553	
Total Capital Projects	\$ 11,348,598	\$ 9,595,942	\$ 1,948,522	\$ 130,858	\$ 1,817,968	

Cash encumbered for MTA Funding portion - \$1,459,838.

Capital Project Reserves - 1,051,079 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves monthly.)

Mason Transit Authority Cash and Investments

April 2019 Board Report

Cash Balances

	2/28/2019	3/31/2019	Change
Cash - MC Treasurer	901,398.48	1,388,640.54	487,242.06
Investments - MC Treasurer	6,369,104.63	7,369,104.63	1,000,000.00
Payroll - ACH Columbia Bank	184,976.09	180,000.00	(4,976.09)
Petty Cash/Cash Drawer #1	500.00	500.00	-
TOTAL	\$ 7,455,979.20	\$ 8,938,245.17	\$ 1,482,265.97

Cash Encumbrances

Grant Related:

Two (2) Hybrid Coaches for Worker/Driver Program	296,538
TAP Grant - T-CC & Shelter Replacement	10,800
Park & Ride Development Project RMG 2015-2019 Match (2015-2017 - \$450,000; 2017 - 2019 - \$500,000)	950,000
Parking Lot (DOE Grant)	102,500
Potential Environmental Clean-up T-CC Parking Lot	100,000
Total Grant Match	1,459,838

Reserves:

Total Grant Match	1,459,838
General Leave Liability	170,568
Operating Reserves	2,000,000
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Capital Project Reserves ¹	1,051,079
Fuel Reserves	120,000
IT Investments	20,000
Total Encumbered	5,071,485

Total of Cash	\$ 8,938,245.17
Less Encumbrances	\$ 5,071,485.00
Undesignated Cash Balance Total (Including Reserves)	\$ 3,866,760.17

Investments - MC Treasurer (Reserves)	\$ 7,369,104.63
Less Encumbrances	\$ 5,071,485.00
Undesignated Cash Reserves	\$ 2,297,619.63

1. Capital Project Reserves: Sales Tax Revenue received in excess of the budgeted amount.

Mason Transit Authority Sales Tax Receipts

April 2019 Board Report

Sales Tax Collected as of 3/31/2019 for 1/31/2018

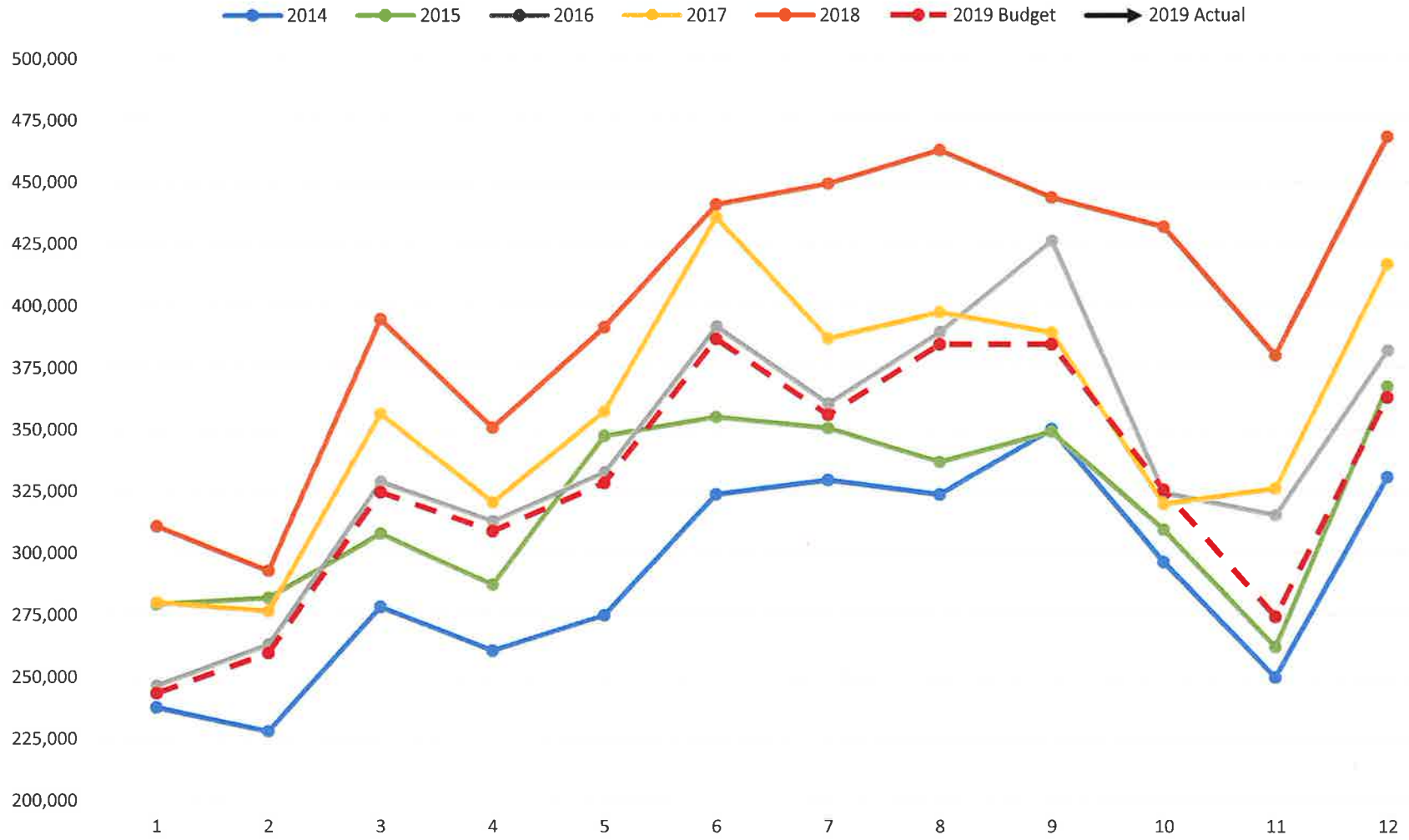
Monthly Cash-Flow Trend (January - December)

	2014	2015	2016	2017	2018	2019 Budget	2019 Actual	2019 Budget Variance	% Change 2018 - 2019 Actual
January	237,528	279,122	246,415	279,777	310,547	243,216	377,689	55%	22%
February	227,815	281,559	262,925	276,310	292,604	259,512			
March	278,053	307,482	328,665	356,214	394,293	324,400			
April	260,396	286,903	312,635	320,241	350,586	308,577			
May	274,641	347,236	332,428	357,049	391,052	328,114			
June	323,498	354,920	391,485	435,445	440,606	386,405			
July	329,201	350,290	360,375	386,531	449,080	355,698			
August	323,336	336,522	389,222	397,061	462,622	384,171			
September	349,872	348,805	426,039	388,845	443,327	384,146			
October	296,170	309,042	324,125	319,477	431,530	325,183			
November	249,648	261,713	314,996	325,586	379,605	274,104			
December	330,297	367,053	381,623	416,254	467,960	362,654			
	3,480,456	3,830,645	4,070,933	4,258,790	4,813,813	3,936,179	377,689		

Budget Variance Average - YTD 55%

% Change 2018 vs 2019 Actual Average - YTD 22%

Monthly Sales Tax Trend



Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 3 – ***ACTION***
Subject: Check Approval
Prepared by: Brian Phillips, Staff Accountant
Approved by: LeeAnn McNulty, Administrative Services Manager
Date: April 16, 2019

Summary for Discussion Purposes:

Disbursements:

- *ARCH Mechanical, Inc.
 - Check #32549 – \$10,719.15 – HVAC Repairs
- *Columbia Ford, Inc.
 - Check #32598 – \$25,553.13 – Ford Escape Staff Vehicle
- Extreme Auto, LLC
 - Check # 32606 – \$2,562.55 – Repairs to Vanpool van.
- *SCJ Alliance
 - Check #32627 – \$17,850.30 – Park & Ride Construction
- *ULINE
 - Check #32636 – \$9,888.62 – 3 Evaporative Coolers

* Disbursement grant eligible.

March Purchases Fuel Prices: Diesel \$2.39 Unleaded \$2.91

General Manager Travel Expenditures:

- ESD Economic Symposium – \$392.46

Check Disbursement Fiscal Impact:

\$579,781.17

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of March 14, 2019 through April 10, 2019 financial obligations on checks #32543 through #32644, as presented for a total of \$579,781.17.



Mason Transit Authority
April 16, 2019 Disbursement Approval

The following checks for the period of March 14, 2019 through April 10, 2019 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 Accounts Payable Checks	Check Numbers 32543 - 32644	Total Amount \$579,781.17
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Included within the checks were:		
	Check #	Amount
Payroll & DRS – 03/20/2019	32544	163,295.94
Payroll & DRS – 04/03/2019	32585	163,107.92
ARCH Mechanical, Inc.	32549	10,719.15
Columbia Ford, Inc.	32598	25,553.13
SCJ Alliance	32627	17,850.30
ULINE	32636	9,888.62

Submitted by:  Date: 4/12/19
 Brian Phillips, Accounting Supervisor

Approved by:  Date: 4-12-19
 LeeAnn McNulty, Administrative Services Manager

Mason Transit Authority Check Register

April 2019 Board Report

Activity From 3/14/2019 Through 4/10/2019

Document Date	Check #	Vendor Name	Amount
3/27/2019	32581	Washington State Transit Association	260.00
3/27/2019	32582	Washington State Transit Insurance Pool	150.00
4/1/2019	32583	Dept. of Licensing	47.75
4/1/2019	32584	District 160	1,273.72
4/3/2019	32585	Mason Transit Authority - ACH Account	163,107.92
4/10/2019	32586	AIG Retirement	305.02
4/10/2019	32587	Alarm Center	1,445.32
4/10/2019	32588	Allstream	218.01
4/10/2019	32589	Associated Petroleum Products, Inc.	506.64
4/10/2019	32590	Aramark	646.59
4/10/2019	32591	Judy Arms	318.42
4/10/2019	32592	Mick Baker	487.78
4/10/2019	32593	Belfair Water District #1	172.82
4/10/2019	32594	Bethel Towing	162.41
4/10/2019	32595	Black Star	200.73
4/10/2019	32596	City of Shelton	505.10
4/10/2019	32597	Cascade Natural Gas	1,899.38
4/10/2019	32598	Columbia Ford, Inc.	25,553.13
4/10/2019	32599	Comcast	202.21
4/10/2019	32600	Cooper Studios	107.72
4/10/2019	32601	Cummins Northwest, LLC	355.04
4/10/2019	32602	Gene Currier	576.14
4/10/2019	32603	Dell Marketing L.P.	1,226.78
4/10/2019	32604	Department of Transportation	1,939.70
4/10/2019	32605	EMC - Mason Transit	126.80
4/10/2019	32606	Extreme Auto, LLC	2,562.55
4/10/2019	32607	Northwest Cascade Inc. DBA FloHawks	474.69
4/10/2019	32608	Gillig, LLC	1,259.95
4/10/2019	32609	Good To Go!	7.00
4/10/2019	32610	Carolyn Gravatt-Bowles	549.26
4/10/2019	32611	Hood Canal Communications	1,830.17
4/10/2019	32612	Robert W. Johnson, PLLC	1,600.00
4/10/2019	32613	Kitsap Transit	1,971.61
4/10/2019	32614	Les Schwab	3,318.63
4/10/2019	32615	Mason County Garbage, Inc.	193.74
4/10/2019	32616	Mason County PUD #3	5,224.86
4/10/2019	32617	Cheryl Moore	78.30
4/10/2019	32618	Mountain Mist Water	101.51

Mason Transit Authority Check Register

April 2019 Board Report

Activity From 3/14/2019 Through 4/10/2019

Document Date	Check #	Vendor Name	Amount
4/10/2019	32619	Nancy C. Murphy	164.14
4/10/2019	32620	Judy Nicholson	157.18
4/10/2019	32621	North Mason Chamber of Commerce	105.00
4/10/2019	32622	O'Reilly Auto Parts	173.98
4/10/2019	32623	Pacific Office Automation	325.38
4/10/2019	32624	Builders FirstSource	5.18
4/10/2019	32625	Julia Rene Roberts	66.12
4/10/2019	32626	Robison Plumbing	806.63
4/10/2019	32627	SCJ Alliance	17,850.30
4/10/2019	32628	Seattle Automotive Distributing	219.64
4/10/2019	32629	Mason County Journal	288.00
4/10/2019	32630	The Shoppers Weekly	1,428.31
4/10/2019	32631	Staples Business Advantage	328.04
4/10/2019	32632	Titus-Will	4,982.75
4/10/2019	32633	Total Battery & Automotive Supply	77.24
4/10/2019	32634	Tozier Brothers, Inc.	16.31
4/10/2019	32635	ULINE	9,888.62
4/10/2019	32636	United Way of Mason County	90.40
4/10/2019	32637	U.S. Bank	7,933.92
4/10/2019	32638	Verizon Wireless	482.17
4/10/2019	32639	Voyager Fleet Systems, Inc.	7,944.95
4/10/2019	32640	Westbay Auto Parts	1,564.25
4/10/2019	32641	Westcare Clinic, Inc.	230.00
4/10/2019	32642	Whisler Communications	1,686.09
4/10/2019	32643	AWorkSAFE Service, Inc.	360.00
4/10/2019	32644	Washington State Transit Insurance Pool	150.00
			<u>\$ 579,781.17</u>

Mason Transit Authority Credit Card Activity

April 2019 Board Report

March Activity

GL Title	Transaction Description	Expenses	
Other Prepaids	Bayside Espresso - Driver Appreciation	\$ 35.00	GM
Other Prepaids	Urraco Coffee - Driver Appreciation	225.00	GM
Construction in Progress	Amazon - Cell Boosters Install	19.50	
Construction in Progress	Walmart - Cell Boosters Install	19.92	
Employee Recognition	Baudville - Volunteer Appreciation Week Gifts	67.76	
Contract Services	Smarsh - Email Archiving	408.00	GM
Contract Services	Smarsh - Media Archiving	50.00	GM
Contract Services	Smarsh - Verizon Archiving	140.00	GM
Postage	Shelton Mail & Ship - Oil Sample	8.78	
Facility Repair/Maintenance	Amazon - Key Box for Hallway	19.57	
Facility Repair/Maintenance	Grainger - Ladder for Armory	200.20	
Facility Repair/Maintenance	Grainger - Ladder for Armory	490.13	
Office Supplies	Amazon - Cable Identification	16.21	
Office Supplies	Amazon - Window Shades	19.48	
Cleaning/Sanitation Supplies	Invoice	1.82	
Cleaning/Sanitation Supplies	Invoice	4.47	
Cleaning/Sanitation Supplies	Think Crucial - Air Purifier Filters	150.13	GM
Cleaning/Sanitation Supplies	Tractor Supply - Bird Seed	2.20	
Cleaning/Sanitation Supplies	Tractor Supply - Bird Seed	5.38	
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	21.19	
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	51.88	
Cleaning/Sanitation Supplies	Walmart - Floor Wax	12.56	
IT Equipment	AngelTrax - Hard Drives	864.39	
IT Equipment	Platt - Server Installation	85.11	
IT Equipment	Walmart - Training Room Sound	84.86	
Safety Supplies	Global Industrial - Safety Barriers/Crowd Control	320.25	
Safety Supplies	Global Industrial - Safety Barriers/Crowd Control	320.26	
Safety Supplies	Home Depot - CO Detectors	501.65	
Small Equipment & Furniture	Sparrowtrap - Traps for TCC	26.63	
Small Equipment & Furniture	Sparrowtrap - Traps for TCC	65.21	
Small Tools Replacement/Repair	Amazon - Pressure Washer Parts	27.13	
Small Tools Replacement/Repair	Amazon - Pressure Washer Parts	66.42	
Dues, Memberships, Subscriptions	Adobe - Acrobat Pro Subscription	16.26	GM
Dues, Memberships, Subscriptions	Network Solutions - Domain	211.52	GM
Travel & Meeting Expense MTA	AWC - Labor Relations (Krier, Schnitzer)	640.00	GM
Travel & Meeting Expense MTA	AWC - Labor Relations (Ringgenberg/Gwerder)	640.00	GM
Travel & Meeting Expense MTA	Commnity Transpo - ADA Conference Registration	160.00	
Travel & Meeting Expense MTA	Delta - Trip to Washington D.C.	569.30	GM
Travel & Meeting Expense MTA	ESD EventBrite - Economic Symposium	44.37	GM
Travel & Meeting Expense MTA	Fred Meyer - Foam Board for Meeting	7.60	GM
Travel & Meeting Expense MTA	Go Riteway - FTA D&A Conference Transportation	31.00	
Travel & Meeting Expense MTA	Semiahmoo Resort Hotel - WMCA Conference	114.93	
Travel & Meeting Expense MTA	WA State - WSDOT Parking	4.00	GM
Training / Seminars	WSTIP - Supervisor Training Courses	375.00	
Travel Tolls	WSDOT - Narrows Bridge Toll fee	6.00	GM
Advertising/Promotion Media	Amazon - Cello Crayon Packs (outreach)	91.85	
Advertising/Promotion Media	Shelton School District - Yearbook Advertising	125.00	
Other Misc Expenses	SignTitans - New Office Hours sign	16.00	
Passenger Parking Facilities	All Star Storage - Belfair Parking	550.00	
		<u>\$ 7,933.92</u>	



[Handwritten initials]

PURCHASE LOG

Name: Danette Brannin

Date Submitted

Department: Admin

4/2/19

Manager's Approval: _____

Finance Use
Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
3/5/19	Fred Meyer	Foam board for Meehng	7.60 *	Y	10	509021	
3/7/19	Think Crucial	filters for air purifier	150.13 *	Y	10	504250	
3/8/19	Delta	Trip to Washington Dc	569.30 *	Y	10	509021	
3/11/19	WSDOT Good to Go	Narrows Bridge fee ^{through} _{bracket}	6.00 *	Y	10	509000	
3/12/19	ESD Eventbrite	Economic Symposium	44.37 *	Y	10	509021	
3/14/19	AWC	Labor Relations Inst.	640.00 *	Y	30	509021	
3/18/19	Network Solutions	Domain ^(Kissersberg - Gwerder)	211.52 *	Y	30 10	509020	103704
3/18/19	Bayside Espresso	Driver appreciation	35.00 *	Y	10	503020	103704
3/18/19	Urraco Coffee	Driver appreciation	225.00 *	Y	10	11	

Continued on next page
 Don't forget to attach original receipts

TOTAL \$ 3147.18

Signature: *[Handwritten Signature]*

Date: 4/2/19

I hereby certify under penalty of perjury that this is a true and correct claim for necessary purchases or expenses on behalf of MTA and that no payment has been received by me on account thereof.



PURCHASE LOG

Name: Danette Brannin

Date Submitted
4/2/19

Department: _____

Manager's Approval: _____

Finance Use Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
<u>3/18/19</u>	<u>AWC</u>	<u>Labor Relations Unit.</u> <u>(Krier, Schnitzer)</u>	<u>640⁰⁰*</u>	<u>Y</u>	<u>40</u>	<u>509021</u>	
<u>3/25/19</u>	<u>WSDOT WA STATE</u>	<u>Parking @ WSDOT</u>	<u>4⁰⁰ *</u>	<u>Y</u>	<u>10</u>	<u>11</u>	
TOTAL			<u>\$2,532⁹²</u>				

Don't forget to attach original receipts

Signature _____ Date _____

I hereby certify under penalty of perjury that this is a true and correct claim for necessary purchases or expenses on behalf of MTA and that no payment has been received by me on account thereof.



Recurring Credit Card Charges PURCHASE LOG

<p>Name: <u>Danette Brannin</u></p> <p>Department: <u>10 Admin</u></p> <p>Manager's Approval: _____</p>	<p>Date Submitted</p>
--	--------------------------------------

Finance Use Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
	Smarsh	Email Archiving	408.00	Y	10	503037	
	"	Social Media Archiving	50.00	Y	"	"	
	"	Verizon Archiving	140.00	Y	"	"	
	Adobe	Acrobat Pro Subscription	16.26	Y	10	509020	
TOTAL			\$				

Don't forget to attach original receipts

<p>Signature _____</p>	<p>Date _____</p>
<p><i>I hereby certify under penalty of perjury that this is a true and correct claim for necessary purchases or expenses on behalf of MTA and that no payment has been received by me on account thereof.</i></p>	

MASON TRANSIT AUTHORITY TRAVEL FORM (FRM-402B)

B3

Pretrip Authorization

1. Name: Danette Brannin Event: ESD Economic Symposium
 2. Destination: Seattle Departure Date: 3/2/19 Return Date: 4/1/19
 3. Estimated Total Cost of Travel (registration, airfare, lodging, meals, car etc.) Total: 350.72
 4. Advance Travel Request Amount \$ 0 **-- Event Agenda must be Attached--**
 5. Mode(s) of travel to be used: Car 6. Using a Staff Car? Y / N
 7. Approved by: [Signature] Team Manager or designee Ineligible
 8. Advance Travel Granted is: Check # _____ Initial: _____ Date: _____

II. Travel Expenses: All EXPENSES MUST HAVE matching Receipts/Documents attached (EXCEPT MEALS).

SECTION A	ESTIMATED EXPENSES	ACTUAL EXPENSES (complete upon return)		
		MTA PAID THRU A/P	MTA CREDIT CARD	EMPLOYEE EXPENSE
Meals from IV. Meal Calculation worksheet	\$ <u>44</u>			\$ <u>44</u>
Airline Travel:	\$		\$	\$
Rental Car	\$		\$	\$
Lodging:	\$ <u>177.65+tax</u>		\$ <u>229.39</u>	\$ <u>229.39</u>
Registration fees:	\$ <u>44.37</u>	\$	\$ <u>44.37</u>	\$
Mileage: <u>228.8</u> miles X .58 per mile*	\$ <u>74.70</u>			\$ <u>74.70</u>
Mileage (Pers Veh): _____ miles X .29 mile*	\$			\$
Airport Parking/Parking Lot	\$ <u>10</u>			\$
Shuttle / Taxi	\$			\$
Bridge Toll / Ferry	\$			\$
	\$			\$
	\$			\$
TOTAL	\$ <u>350.72</u>	\$	\$ <u>273.76</u>	\$ <u>118.70</u>

• Attach a copy of MapQuest to verify mileage. Starting point is 790 E Johns Prairie Rd or your home, whichever is closer to your destination. Miles to the Airport from MTA is 153 miles round trip (no MapQuest needed)

SECTION B	PAID WITH A/P	PURCHASE LOG	EMPLOYEE
1. Total Actual Expenses:	\$ <u>0</u>	\$ <u>273.76</u>	\$ <u>118.70</u>
1. Less total cash advances			\$
2. Total reimbursement due			\$ <u>118.70</u> ✓
3. Or total due to MTA			\$

TOTAL TRAVEL EXPENSES (add totals in the Total Expenses line Section B) \$ 392.46

III. Certification

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no other payment has been received by me as reimbursement for these expenses.

1. Employee Signature: <u>[Signature]</u>	2. Date: <u>4/2/19</u>	3. Team Leader Signature: _____	4. Date: _____
Finance Use Only			
5. Travel General Ledger Account #: _____	7. Audited By: <u>[Signature]</u>	8. Date: <u>4/2/19</u>	

Mason Transit Authority Regular Board Meeting

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

Subject: Amendatory Resolution

Prepared by: Tracy Becht, Clerk of the Authority Board

Approved by: Danette Brannin, General Manager

Date: April 16, 2019

Summary for Discussion Purposes:

At the March 19, 2019 Board meeting, Resolution No. 2019-07 awarded the winning bid to CHG Building Systems of Renton, Washington, in the amount of \$165,997, however, it was overlooked by the Board Clerk that the winning bid amount should have been changed in the title of the resolution from “not to exceed the budget amount of \$250,000” to “not to exceed \$165,997”, the amount that was actually approved by the Authority Board.

This amendatory resolution corrects that scrivener’s error in Resolution No. 2019-07.

Summary: Resolution amending Resolution No. 2019-07.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2019-08 to correct the scrivener’s error in Resolution No. 2019-07.

RESOLUTION NO. 2019-08

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AMENDING RESOLUTION NO. 2019-07.**

WHEREAS, the Mason Transit Authority (“MTA”) Board by Resolution No. 2019-07 approved the following (1) awarded the bid submitted by CHG Building Systems Inc., Renton, Washington, as the winning bid for the replacement of the Building #3 and #4 roofs of the Johns Prairie facility and (2) authorized the General Manager to sign the contract between CHG Building Systems Inc. and Mason Transit Authority; and

WHEREAS, the Board had awarded the bid in the amount of not to exceed \$165,997, not “in an amount not to exceed the budget amount of \$250,000” and the title of Resolution No. 2019-07 should have reflected the approved bid amount; and

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that, due to a scrivener’s error, the title of Resolution No. 2019-07, should be corrected from “in an amount not to exceed the budget amount of \$250,000” to “not to exceed \$165,997”.

Adopted this 16th day of April, 2019.

Randy Neatherlin, Chair

Wes Martin, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Sharon Trask, Authority Member

Kevin Shutty, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: _____

Danette Brannin, 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: Remainder of GCB3098 Capital Construction Project Funding
Prepared by: Marshall Krier, Maintenance and Facility Manager
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Summary for Discussion Purposes:

On December 18, 2018 Mason Transit Authority Board approved the acceptance of the WSDOT Agreement GCB3098 for the engineering and replacement of the roof on Buildings #3 and #4 at the Johns Prairie facility. We budgeted \$250,000 for the project and the low bid was for \$165,997. The contract to CHG Building Systems for the roof project was approved at the March 19, 2019 Board Meeting.

MTA submitted a request to WSDOT seeking approval to perform additional facility repairs and improvements and the request was approved. The projects in the request included:

- Repair HVAC damaged in the snow storm.
- Repair or replace gutters and door hoods damaged in snow storm.
- Clean out catch basins.
- Chip seal and stripe bus parking lot.
- Purchase shop coolers.
- Purchase solar lighting for shelters.

The crack repair, chip sealing and striping require Board approval due to the value of the project. MTA received three bids to have this work performed and the Affordable Asphalt Company of Tumwater, WA submitted the lowest qualified bid of \$31,553.81.

All other projects or purchases are under the \$25k General Manager approval threshold.

Summary: Approve updated project list for GCB3098 Capital Construction and approve the expenditure of \$31,553.81 for pavement maintenance at the Johns Prairie Facility.

Fiscal Impact:

\$84,003 (remainder of grant funding). No match required under the Sales Tax Equalization funding.

Motion for Consideration:

Recommend Mason Transit Authority (1) approve updated project list; and (2) approve expenditure of \$31,553.81 for the pavement repairs at Johns Prairie to be completed by Affordable Asphalt Company of Tumwater, WA.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 1 – *Actionable*
Subject: Interlocal Agreement with the City of Shelton
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Background:

As part of the overall park & ride development project, MTA is constructing a park & ride on property owned by the city of Shelton known as Pear Orchard.

The project will consist of improvements to the Pear Orchard Park and Ride Facility, which will include new pavement, pavement reconstruction, stormwater facilities, illumination, signing, striping, bus shelter and other work, all in accordance with the Contract Plans, Provisions and Standard Specifications.

An Interlocal Agreement is needed to provide an understanding of the responsibilities of each party and to provide terms of agreement.

Legal Counsel has reviewed the Interlocal Agreement.

Summary: Approve the Interlocal Agreement with the City of Shelton.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the Interlocal Agreement between Mason Transit Authority and the City of Shelton for the purpose of the Pear Orchard Park & Ride and approve Resolution No. 2019-09 authorizing the General Manager to sign the Interlocal Agreement.

COOPERATIVE AGREEMENT

Operation and Maintenance of the Pear Orchard Park and Ride

THIS COOPERATIVE AGREEMENT (Agreement) for the operation and maintenance of the **Pear Orchard Park and Ride** is made and entered into by and between the **city of Shelton** hereinafter called (CITY) and the **Mason County Public Transportation Benefit Area dba Mason Transit Authority** hereinafter called (TENANT).

RECITALS

A. TENANT desires to constructed and operate a park and ride lot commonly known as the Pear Orchard Park and Ride located in the vicinity of SR 3 and Front Street in Shelton, WA);

B. The Park and Ride Lot is located on real property owned by the CITY;

C. The TENANT provides public transportation within the city of Shelton and Mason County-, and has adopted a comprehensive plan to provide mass transit for said rural area, which includes providing transit services at the Park and Ride Lot;

D. The TENANT agrees to operate and maintain the Park and Ride Lot in exchange for the right to operate transit services; and

E. The City and the TENANT are authorized to enter into this agreement pursuant to RCW 47.28.140 Chapter 39.34 RCW.

Commented [CG1]: Do we need to define what operate and Maintain means (pavement, landscaping, irrigation, illumination)?

Commented [JC2R1]: I'm not sure we need a specific definition, but if there are specific things we want them to do while operating/maintaining the park and ride we should include it.

Commented [JC3]: This RCW specifically governs cooperation agreements with the Department of Transportation.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED THAT:

1. PREMISES.

A. The premises covered by this Agreement is shown hachured on **Exhibit A**, attached hereto and by this reference made a part hereof, and defined as follows:

(V11 – Legal Description)

B. TENANT has examined the Premises and accepts it in its present condition as part of the consideration of this Agreement.

2. USE OF PREMISES.

A. No use other than operation and maintenance of a park and ride lot in conjunction with transit services shall be permitted without the prior written approval of the CITY. Operation of transit services are the transfer of motorists from private vehicles to buses or to or from private carpool vehicles, bus to bus transfers, transfers to TENANT van pools, and necessary security activities. Any other use authorized by the CITY will be pursuant to separate written agreement. This provision applies to other uses by TENANT and uses by third parties.

B. TENANT shall have access to the Premises at the location shown on **Exhibit A**.

Commented [DB4]: Need to attach.

C. In using the Premises, TENANT must comply with all City municipal codes, policies, and regulations heretofore adopted or hereafter promulgated by the CITY relative to the location, operation, and maintenance of improvements located on the Premises.

D. In using the Premises, it is expressly agreed that TENANT must comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements, that are in force or which may hereafter be in force and secure and maintain all necessary permits and licenses.

E. TENANT agrees to maintain the following park and ride parking spaces on the Premises, unless otherwise agreed to in writing by the parties: Total of 32 as follows: 30 Standard; 0 Compact; 0 Handicapped; and 2 Handicapped Vans.

F. Signs, display lights, or advertising media/materials are not permitted on the Premises except on transit buses, unless shown on a separate plan sheet and must receive prior written approval by the City. The signs as shown on **Exhibit B**, attached hereto and by this reference made a part hereof, are hereby approved.

Commented [DB5]: Will attach. Signs that would be installed are parking and rules and that there are video cameras.

G. TENANT will not disturb markers installed by a franchise or permit holder and will contact the franchise or permit holder prior to any excavation in order that the franchise or permit holder may locate the utility. It is TENANT's responsibility to protect legally installed underground utilities from damage caused by itself, its contractors, agents, employees, tenants, and/or invitees. Prior to any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced to a vertical depth of twelve inches (12") or greater, TENANT must call the one-number locator service in TENANT's area as required by RCW 19.122 to ascertain the existence of underground utilities. TENANT must comply with all provisions of ch. 19.122 RCW relating to underground facilities. Excavation on the Premises is considered to be new construction subject to the terms and conditions set forth in **Section** herein.

Commented [DB6]: Not sure this is applicable.

Commented [JC7R6]: This seems like a standard provision we would require for any developer, so I see no harm in leaving it in.

3. **TERM.** This Agreement shall be a ~~XX-20-year~~ tenancy, commencing on April 1, 2019.

Commented [DB8]: Years? If we build the park & ride we should not run the risk of not having use of it.

Commented [RJ9]: I would recommend twenty years with a twenty year renewal.

4. **RENEWAL.**

A. This Agreement may be renewed for ~~XX-20-year~~ periods (Renewal Period), provided that:

Commented [DB10]: Same as above comment.

(1) TENANT is not in default and has not been in default during the term or any Renewal Period of this Agreement;

(2) there is no other public need for the Premises;

(3) the Park and Ride Lot is, in the CITY's determination, continuing to serve a functional highway purpose; and

(4) the terms and conditions of this Agreement conform to then existing city policies or practices, laws, regulations, and contracts, or provided TENANT is willing to amend this Agreement to bring it into compliance with such policies, practices, laws, regulations, and contracts.

B. The Agreement for the Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts, as reflected in a written amendment signed by both parties.

C. TENANT shall give notice of its intent to renew this Agreement for the Renewal Period at least ninety (90) calendar days, but not more than six (6) months prior to the expiration of this Agreement, or any renewal thereof.

5. **TERMINATION BY CITY.**

A. The CITY may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) upon thirty (30) calendar days' written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by the CITY in its sole judgment, if TENANT is diligently working to cure the default;

(2) ~~upon thirty (30) calendar days' written notice, unless an emergency exists, then immediately, if the CITY determines that it is in the best interest of the city of Shelton to terminate this Agreement;~~ and

(3) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers under the Bankruptcy Act.

B. Waiver or acceptance of any default of the terms of this Agreement by the CITY shall not operate as a release of TENANT's responsibility for any prior or subsequent default.

C. If TENANT defaults on any provision in this Agreement three (3) times within a twelve (12)-month period, then the third default shall be deemed "non-curable" and this Agreement may be terminated by the CITY on thirty (30) days written notice.

6. TERMINATION BY TENANT.

A. TENANT may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) upon not less than thirty (30) calendar days' prior written notice.

(2) upon not less than thirty (30) calendar days' prior written notice to the CITY, if the CITY defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by TENANT in its sole judgment, if the CITY is diligently working to cure the default.

(3) Immediately, upon written notice, if in TENANT's judgment the Park and Ride Lot is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Park and Ride Lot.

7. CONSIDERATION. In exchange for the use of the Premises by TENANT to operate a park and ride lot in conjunction with transit services, as described elsewhere herein, the TENANT agrees to perform the maintenance services on the Premises, as provided elsewhere herein.

8. MAINTENANCE.

A. TENANT agrees to maintain the Premises in accordance with CITY standards set forth in the CITY Maintenance Manual, and any amendments thereto, which by this reference are incorporated herein.

Commented [RJ11]: We should review this to see if they have one and what it requires.

Commented [DB12]: Is there such a thing?

B. Fences shall be maintained by TENANT. If any fence is damaged as a result of TENANT's activities, TENANT will promptly repair such damage at its cost to the CITY's satisfaction.

C. The CITY reserves the right to periodically observe and inspect the maintenance work conducted by TENANT on the Premises. The CITY shall provide written notice to TENANT to include details of those elements or areas not in compliance with specifically referenced CITY maintenance requirements. The notice will set a specified reasonable period of time in which requested corrective action must be taken; provided that, if an emergency exists, corrective action must be taken immediately. If corrective measures are not completed within the specified time period, the CITY may either perform the maintenance as provided elsewhere herein and seek reimbursement from the TENANT, or issue a notice of default as provided elsewhere herein.

9. **IMPROVEMENTS.** TENANT may install up to (V16) on the Premises at the locations previously agreed to by the parties and as shown on Exhibit C. Prior to the installation of these improvements TENANT shall notify the CITY and the parties shall coordinate their activities to facilitate such installations. The above approved improvements shall be in accordance with the Plans and Specifications dated March 26, 2019, which by this reference are incorporated herein.

Commented [DB13]: Should we list the park & ride project improvements here?

10. **PERSONAL PROPERTY.**

A. The CITY shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained in or about the Premises, except for such claims or losses that may be caused by the CITY, its authorized agents, or employees.

B. TENANT shall not be liable in any manner for, or on account of, any loss or damage sustained to any CITY, its franchisees, lessees, and permittees, or other authorized users' personal property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by TENANT, its authorized agents, or employees.

C. Upon termination of this Agreement, the CITY or its agent may remove all personal property of TENANT and TENANT improvements or modifications to the Premises, ~~except _____~~, remaining on the Premises at TENANT's expense and dispose of it in any manner the CITY deems appropriate. TENANT agrees to reimburse the CITY for the costs of such removal and disposal within thirty (30) calendar days of the date of the CITY's invoice.

Commented [JC14]: Using the word "may" gives the City the discretion to either remove property and improvements or leave them in place at its discretion. Essentially, upon termination, the City will have the option to leave it as MCTA left it, or to remove any/all property/improvements at MCTA's expense.

Section 13 also would allow the City to require MCTA to remove any/all property/improvements and restore the property.

~~D. Upon termination of this Agreement, if _____ remains on the Premises, the CITY or its agents may remove it and place it in storage or to another mutually agreed upon location. If after the expiration of two (2) months TENANT has not removed _____ from storage, the CITY may dispose of it, as the CITY deems appropriate. TENANT shall reimburse the CITY for all expenses incurred in such removal, storage, and disposition within thirty (30) days of the CITY's invoice for such costs.~~

~~E. For the purposes of this Agreement, the passenger shelter improvements, benches, litter receptacles, and driver comfort station installed by TENANT shall remain the personal property of TENANT. Additional language that can be used if appropriate.~~

11. CONSTRUCTION. No construction of new or reconstruction of existing improvements is permitted without the prior written approval of the CITY. TENANT covenants that any regrading or improvements to be constructed on the Premises will not at any time during or after construction either damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or the operation thereof. The CITY shall be furnished with one (1) set of complete plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by the CITY. All construction work shall be done in conformity with the plans and specifications as approved. All construction shall comply with the City municipal code, regulations, construction standards, permit requirements, or other applicable rules, which includes but is not limited to inspection by a certified project inspector. The CITY may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure observation of the plans and specifications, protection of all parts and elements of the highway facility, and compliance with the CITY's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit access to the Premises for the purpose of inspection, maintenance, and construction when necessary.

12. CITY RESERVATION OF RIGHT.

A. Right of Entry.

(1) Nothing herein shall affect the CITY's, its agent's, and/or contractor's, ~~and the Federal Highway Administration's (FHWA)~~ right to enter upon and use the Premises at any time for any purpose.

(2) Other than in an emergency, the CITY, as a matter of courtesy, will attempt to give TENANT a minimum of thirty (30) calendar days' notice of any entry that will unreasonably disrupt TENANT's operation or maintenance on the Premises. All reasonable steps will be taken to minimize impacts to TENANT's operation and maintenance, however, ~~the CITY~~ assumes no liability of any kind for any such disruption.

B. Right to Grant/Maintain/Operate Utility Franchises/Permits/Easements/Leases.

(1) Nothing in this Agreement shall affect the CITY's right to grant franchises, easements, permits, or enter into leases or other documents concerning the use of the Premises; provided that, such use does not unreasonably interfere with TENANT's operation or maintenance of the Premises.

Commented [CG15]: City would require MTA to hire a certified project inspector to ensure the improvements constructed meet or exceed City construction standards.

Commented [JC16R15]: Is this required in the code or the City's construction standards? If so then the current language in the agreement is likely sufficient.

(2) Nothing in this Agreement shall affect the right for franchisees, permittees, or lessees, to enter upon the Premises to maintain, repair, and enhance existing facilities and install, maintain, and repair new facilities.

(3) Any installation, maintenance, and repair of the Premises by a franchisee, permittee, or lessee will be accomplished in such a manner as to minimize any disruption to TENANT's operation and maintenance on the Premises. Except in the event of an emergency, the franchisee, permittee, or lessee will be required to notify TENANT of activities that will involve the use of the Premises prior to such use. In addition, the franchisee, permittee, or lessee will be required to restore paving and grading damaged by the installation, maintenance, and/or repair.

13. VACATION OF PREMISES. Upon termination of this Agreement, TENANT shall cease its operations on the Premises and, if so directed by the CITY, restore the Premises to its condition prior to TENANT's occupancy. This restoration shall ~~may~~ include the removal of personal property and any TENANT improvements or modifications to the Premises, specifically including but not limited to, ~~(V19)~~. This work shall be done at TENANT's expense and to the reasonable satisfaction of the CITY. In the event TENANT fails to vacate and, if so directed by the CITY, restore the Premises prior to the date of termination, TENANT shall be liable for any and all costs to the CITY arising from such failure and agrees to reimburse the CITY for all such costs within thirty (30) calendar days of the date of the CITY's invoice for such costs.

Commented [DB17]: This paragraph doesn't seem applicable.

Commented [JC18R17]: I recommend we leave this provision in the Agreement. The City may have an interest in restoring the property to its original condition if the Agreement is terminated. The City may elect to leave Tenant's property or improvements in place, but this provision at least gives the City the option to restore the Premises.

14. NON-APPLICABILITY OF RELOCATION ASSISTANCE. TENANT acknowledges that the signing of this Agreement does not entitle TENANT to assistance by or through the CITY under the Relocation Assistance - Real Property Acquisition Policy (ch. 8.26 RCW).

Commented [JC19]: This provision references reo

15. TAXES/ASSESSMENTS/UTILITIES.

A. TENANT agrees to pay all assessments that benefit the Premises and/or which may hereafter become a lien on the interest of TENANT in accordance with RCW 79.44.010. TENANT shall have the right to appeal disputed charges.

Commented [JC20]: This statute is irrelevant because it governs lands held or owned by the State.

B. TENANT also agrees to pay all taxes that may hereafter be levied or imposed upon TENANT or by reason of this Agreement. TENANT shall have the right to appeal disputed charges.

C. TENANT agrees, except as noted herein, to pay the cost for all utility bills incurred at the Park and Ride Lot, including, but not limited to, sewer, electric, water, surcharges, and rate adjustments that serve the Premises. TENANT also agrees to pay any other fee associated with the Premises that may be required by the City municipal code, including but not limited to General Facilities Fees.

Commented [JC21]: Are GFCs required by the code? If so the agreement already provides that they need to comply with the code, but this would be some extra protection.

16. **LIENS.**

A. Nothing in this Agreement shall be deemed to make TENANT the agent of the CITY for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. TENANT acknowledges that the CITY may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by TENANT.

B. TENANT shall at all times indemnify and save the CITY harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Premises, TENANT shall either (1) record a valid release of lien; or (2) deposit sufficient cash with the CITY to cover the amount of the claim on the lien in question, and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or (3) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien. Should TENANT fail to accomplish either C.(1), (2) or (3) above within thirty (30) calendar days after the filing of such a lien, this Agreement shall be in default per **Section 5.A.(1)**.

17. **ENVIRONMENTAL REQUIREMENTS.**

A. The CITY and TENANT each represent, warrant, and agree that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means all federal, state, and local environmental laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of the CITY and under such terms and conditions as may be specified by the CITY. For the purposes of this Agreement, "Hazardous Substances," shall include all those

substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. TENANT is hereby authorized to bring on to the Premises gasoline and petroleum products necessary to carry out the maintenance and operation requirements set forth in this Agreement. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by the CITY staff or independent third parties where there is evidence of contamination on the Premises, or where the CITY is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse the CITY for the cost of such investigations, where the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide the CITY with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT will permit the CITY to participate in all settlement or abatement discussions. In the event that TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, the CITY may elect to perform such work, and TENANT covenants and agrees to reimburse the CITY for all direct and indirect costs associated with the CITY's work where those costs are determined to have resulted from TENANT's use of the Premises. TENANT further agrees that the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

D. For the purposes of this Agreement, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

E. TENANT agrees to defend, indemnify, and hold the CITY harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties which are caused by or result from TENANT'S activities on the Premises. TENANT further agrees to retain, defend, indemnify, and hold the CITY harmless from any and all liability arising from the offsite disposal, handling,

treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

F. The CITY agrees to indemnify, defend, and hold TENANT harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the existence of, and/or removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to the other properties, which are caused by or result from the CITY's activities on the Premises. The CITY further agrees to retain indemnify, defend, and hold TENANT harmless from any and all liability arising from the off-site disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from the Premises.

G. The provisions of this Section shall survive the termination or expiration of this Agreement.

18. INSURANCE.

~~A. TENANT shall procure and maintain insurance, as required in this Section, without interruption from commencement of the TENANT'S work through the term of the Agreement.~~

~~TENANT'S maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the TENANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.~~

~~TENANT'S required insurance shall be of the types and coverage as stated below:~~

- ~~1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.~~
- ~~2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The CITY shall be named as an additional insured under the TENANT'S Commercial General Liability insurance policy with respect to the permitted work performed using ISO Additional Insured endorsement Governmental Agency – Permits or Authorizations CG 20 12 (for permitted construction) and Additional Insured Endorsement - Manager and Lessor of Premises CG 20 11 or substitute endorsements providing at least as broad coverage.~~

Commented [JC22]: We may want to check with WCIA to see what the insurance requirements for an operation agreement like this would be.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Property insurance shall be written on an all risk basis.
5. Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the TENANT.

TENANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.
3. Property insurance shall be written covering the full value of TENANT'S property and improvements with no coinsurance provisions.
4. Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

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~~TENANT's insurance policy of self insurance must provide liability coverage for the Premises, including public liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period and naming the CITY as an additional insured. TENANT certifies that it is self insured, and agrees to provide acceptable evidence of it its self insured status to the CITY. TENANT agrees that the CITY may require increases in said coverage amounts by written notice to TENANT, as the CITY deems reasonably necessary.~~

~~B. In the event TENANT, after commencement of this Agreement, elects to terminate its self insured status and secure commercial liability coverage, TENANT will promptly notify the CITY, and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington.~~

~~C. Coverage, if obtained by TENANT in compliance with this Section, shall not be deemed as having relieved TENANT of any liability.~~

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

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

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

TENANT shall provide CITY with written notice of any policy cancellation within two business days of their receipt of such notice.

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

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

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19. INDEMNIFICATION.

A. TENANT, its successors, and assigns, will protect, save, and hold harmless the CITY, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Agreement on or off the Premises. TENANT further agrees to defend the CITY, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the ~~sole~~ negligence of the CITY or its authorized agents or employees; ~~provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) The CITY, its agents, or employees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or involves those actions~~

~~covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, and employees.~~

~~However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the TENANT and the CITY, its officers, officials, employees, and volunteers, the TENANT'S liability hereunder shall be only to the extent of the TENANT'S negligence~~

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B. **WAIVER:** TENANT agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to the CITY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The provisions contained in this Section shall survive the termination or expiration of this Lease.

20. INDEPENDENT CAPACITY. TENANT shall be deemed an independent contractor for all purposes and the employees of TENANT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of the CITY.

21. NONDISCRIMINATION. TENANT, for itself, its successors and assigns, as part of the consideration hereof, do hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including but not limited to chapter 49.60 RCW.

22. ASSIGNMENT. Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred.

23. BINDING CONTRACT. This Agreement shall not become binding upon the CITY unless and until executed by CITY signatories.

24. PERFORMANCE BY CITY.

A. If TENANT defaults in the performance or observation of any covenant or agreement contained in this Agreement, the CITY, without notice if deemed by the CITY that an emergency exists, or if no emergency, with thirty (30) calendar days' written notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or

agreement. Such emergency shall include, but not be limited to, endangerment of the life or safety of users of the Park and Ride Lot and the adjacent highway facility, or the endangerment of the Park and Ride Lot or the adjacent highway facility.

B. TENANT shall reimburse the CITY the entire cost and expense of such performance by the CITY within thirty (30) calendar days of the date of the CITY's invoice.

C. Any act or thing done by the CITY under the provisions of this Section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

25. MODIFICATIONS. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right thereunder, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

26. INTERPRETATION. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. The title to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

27. SEVERABILITY. If any covenant or provision or part thereof, of the Agreement be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.

28. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by either party except to the extent that the same are expressed in the Agreement.

29. DISPUTE RESOLUTION.

A. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

CITY:

TENANT:

Commented [DB23]: Would this be me or attorney?

B. CITY Designated Representative and TENANT Designated Representative shall confer to resolve disputes that arise under this Agreement as requested by either party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

C. In the event the Designated Representatives are unable to resolve the dispute, the appropriate CITY Administrator and the MTA Manager for TENANT shall confer and exercise good faith to resolve the dispute.

Commented [DB24]: Who should be here?

D. In the event the CITY Administrator and the MTA Manager for TENANT are unable to resolve the dispute, the parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the parties are willing to discuss the disputed issue(s).

E. Each party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; provided that, any settlement executed by the parties shall not be considered confidential and may be disclosed. Each party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Shelton, Washington, unless the parties mutually agree in writing to a different location.

F. If the parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either party may institute a legal action in the County of Mason, State of Washington, unless other venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

30. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own attorney's fees and costs.

31. VENUE. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in Mason County, Washington.

32. AGREEMENT MANAGEMENT.

A. The Program Manager for each of the parties shall be responsible for administration of this Agreement and shall be the contact person for all communications and billings regarding the administration of this Agreement, which expressly excludes notices of default and reporting and correcting defects covered under warranty.

B. The Program Manager for TENANT is: MTA Manager .

C. The Program Manager for the CITY is: .

D. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom such notice, request, report or other communication are thereafter to be addressed.

33. NOTICES.

A. Wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified mail or overnight mail addressed to the appropriate party(ies) at the addresses provided herein, unless a different address is designated in writing or delivered to the other party.

B. Notices of default of this Agreement shall be given to the Program Manager and the individuals listed below:

(1) TENANT:

(2) CITY:

C. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom notices of default are to thereafter to be addressed.

1

Mason County Public Transportation Benefit Area dba Mason Transit Authority	City of Shelton
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
APPROVED AS TO FORM	APPROVED AS TO FORM
By: _____	By: _____

DRAFT - ILA UNDER REVIEW BY BOTH PARTIES

|

TENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON)

) ss

COUNTY OF ____)

On this ____ day of _____ 20____, before me personally appeared, _____ to me known to be the _____ of the _____ that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the state of Washington,
residing at _____
My commission expires _____.

DRAFT - ILA UNDER REVIEW BY BOTH PARTIES

CITY ACKNOWLEDGEMENT

STATE OF WASHINGTON)

) ss

COUNTY OF)

On this _____ day of _____, 20____ before me personally appeared _____, to me known to be the duly appointed _____, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

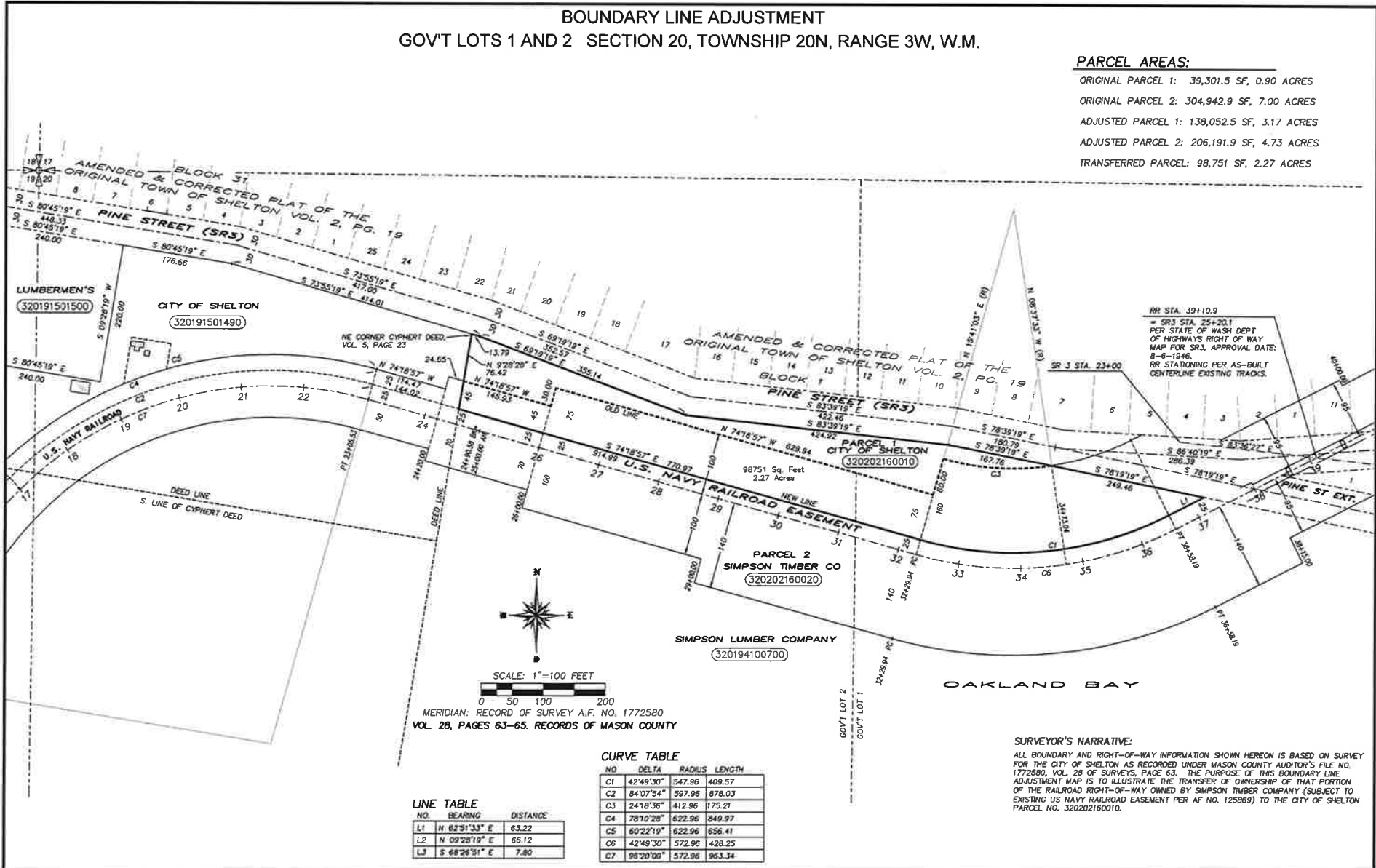
Notary Public in and for the state of Washington,
residing at _____
My commission expires _____.

DRAFT - ILA UNDER REVIEW BY BOTH PARTIES

BOUNDARY LINE ADJUSTMENT
GOV'T LOTS 1 AND 2 SECTION 20, TOWNSHIP 20N, RANGE 3W, W.M.

PARCEL AREAS:

ORIGINAL PARCEL 1: 39,301.5 SF, 0.90 ACRES
ORIGINAL PARCEL 2: 304,942.9 SF, 7.00 ACRES
ADJUSTED PARCEL 1: 138,052.5 SF, 3.17 ACRES
ADJUSTED PARCEL 2: 206,191.9 SF, 4.73 ACRES
TRANSFERRED PARCEL: 98,751 SF, 2.27 ACRES



LINE TABLE

NO.	BEARING	DISTANCE
L1	N 62°51'33" E	63.22
L2	N 09°28'19" E	66.12
L3	S 68°26'51" E	7.60

CURVE TABLE

NO	DELTA	RADIUS	LENGTH
C1	42°49'30"	547.96	409.57
C2	84°07'54"	597.96	878.03
C3	24°18'36"	412.96	175.21
C4	78°10'28"	622.96	849.97
C5	60°22'19"	622.96	656.41
C6	42°49'30"	572.96	428.25
C7	96°20'00"	572.96	963.34

SURVEYOR'S NARRATIVE:
ALL BOUNDARY AND RIGHT-OF-WAY INFORMATION SHOWN HEREON IS BASED ON SURVEY FOR THE CITY OF SHELTON AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 1772580, VOL. 28 OF SURVEYS, PAGE 63. THE PURPOSE OF THIS BOUNDARY LINE ADJUSTMENT MAP IS TO ILLUSTRATE THE TRANSFER OF OWNERSHIP OF THAT PORTION OF THE RAILROAD RIGHT-OF-WAY OWNED BY SIMPSON TIMBER COMPANY (SUBJECT TO EXISTING US NAVY RAILROAD EASEMENT PER AF NO. 125869) TO THE CITY OF SHELTON PARCEL NO. 320202160010.

kpf CONSULTING ENGINEERS
4200 6TH AVENUE SE, SUITE 309
LACEY, WASHINGTON 98503
(360) 292-7230 FAX (360) 292-7231

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE LEGAL DESCRIPTIONS OF THIS BOUNDARY LINE ADJUSTMENT ARE THE FULL AND CORRECT DESCRIPTIONS.



THOMAS J. SWIFT CERTIFICATE No. 38489

BOUNDARY LINE ADJUSTMENT
FOR
CITY OF SHELTON
NW NE NW 20 20 N 3 W, W.M.
QTR-QTR QTR. SECTION TWP. RANGE
MASON COUNTY WASHINGTON

AUDITOR'S INDEX DATA

20

SEC. 20, TWP. 20N, RANG. 3W

JOB No. 414008
DWG NAME: S414008.BLA
DRAWN BY: TJS
CHECKED BY: JFC
DATE: 11/8/2016
SCALE: 1"=100'
SHEET: 2 OF 2

BOUNDARY LINE ADJUSTMENT

**GOV'T LOTS 1 AND 2 SECTION 20, TOWNSHIP 20N, RANGE 3W, W.M.
CITY OF SHELTON, MASON COUNTY, WASHINGTON**

SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 2	NOTES, DESCRIPTIONS, SIGNATURES
2 OF 2	MAP

SURVEYOR'S CERTIFICATE

THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF LANDS SURVEYED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROVISIONS OF RCW 58.17, LAWS OF WASHINGTON AT THE REQUEST OF THE CITY OF SHELTON.



THOMAS J. SWIFT, PLS 38489 DATE _____

CERTIFICATE OF OWNERSHIP

THIS BOUNDARY LINE ADJUSTMENT HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER

OWNER'S SIGNATURE _____ DATE _____

NOTARY:

STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____ AD, 2016, BEFORE ME THE UNDERSIGNED A NOTARY IN AND FOR THE STATE OF _____ DULY COMMISSIONED AND SWORN TO ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS A FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY COMMISSION EXPIRES: _____

DIRECTOR'S APPROVAL

APPROVED FOR RECORDING PURSUANT TO TITLE 19 OF THE SHELTON MUNICIPAL CODE

COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR DATE _____

COUNTY'S TREASURER'S CERTIFICATE

ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE AS OF THE DATE OF THIS CERTIFICATION HAVE BEEN DULY PAID, SATISFIED, OR DISCHARGED.

TREASURER OF MASON COUNTY DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2016, AT _____ M, IN VOLUME _____ OF PAGE _____ AT THE REQUEST OF _____
AUDITOR'S FILE NUMBER: _____

MASON COUNTY AUDITOR _____

LEGAL DESCRIPTION OF EXISTING LOTS:

PARCEL 1: CITY OF SHELTON PARCEL NO. 320202160010

A TRACT OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 20, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., BEING A PORTION OF PARCELS A AND C OF BOUNDARY LINE ADJUSTMENT NO. 02-16, AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 2057467, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF PINE STREET AS SHOWN ON THE AMENDED AND CORRECTED PLAT OF SHELTON, 660 FEET EASTERLY FROM THE INTERSECTION OF SAID SOUTHERLY BOUNDARY WITH THE WESTERLY BOUNDARY OF SAID SECTION 20, SAID POINT BEING THE NORTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID CYPHERT TRACT, TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE U.S. NAVY RAILROAD; THENCE EASTERLY ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE, TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF PINE STREET; THENCE WESTERLY, ALONG SAID SOUTHERLY BOUNDARY, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, RIGHT-OF-WAY FOR STATE ROUTE 3 (FORMERLY STATE ROUTE 14A).

CONTAINING 39,301.5 SF, 0.90 ACRES.

PARCEL 2: US NAVY RAILROAD RIGHT-OF-WAY EASEMENT PARCEL NO. 320202160020

THAT PORTION OF THE RAILROAD RIGHT-OF-WAY ACQUIRED BY THE UNITED STATES OF AMERICA UNDER JUDGMENT ON THE DECLARATION OF TAKING ENTERED ON JULY 19, 1948, IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WASHINGTON SOUTHERN DIVISION UNDER COURT CAUSE NO. 619, RECORDED ON JULY 24, 1948, UNDER MASON COUNTY AUDITOR'S FILE NO. 125869, LYING SOUTHERLY OF PINE STREET AND EASTERLY OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23;

CONTAINING 304,942.9 SF, 7.00 ACRES.

LEGAL DESCRIPTION OF ADJUSTED LOTS:

ADJUSTED PARCEL 1

A TRACT OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 20, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., BEING A PORTION OF PARCELS A AND C OF BOUNDARY LINE ADJUSTMENT NO. 02-16, AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 2057467, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF PINE STREET AS SHOWN ON THE AMENDED AND CORRECTED PLAT OF SHELTON, 660 FEET EASTERLY FROM THE INTERSECTION OF SAID SOUTHERLY BOUNDARY WITH THE WESTERLY BOUNDARY OF SAID SECTION 20, SAID POINT BEING THE NORTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID CYPHERT TRACT, TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE U.S. NAVY RAILROAD; THENCE EASTERLY, ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE, TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF PINE STREET; THENCE WESTERLY, ALONG SAID SOUTHERLY BOUNDARY, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, RIGHT-OF-WAY FOR STATE ROUTE 3 (FORMERLY STATE ROUTE 14A).

TOGETHER WITH THAT PORTION OF RAILROAD RIGHT-OF-WAY ACQUIRED BY THE UNITED STATES OF AMERICA UNDER JUDGMENT ON THE DECLARATION OF TAKING ENTERED ON JULY 19, 1948, IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WASHINGTON SOUTHERN DIVISION UNDER COURT CAUSE NO. 619, RECORDED ON JULY 24, 1948, UNDER MASON COUNTY AUDITOR'S FILE NO. 125869, LYING EASTERLY OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23, AND LYING SOUTHERLY OF STATE ROUTE 3, AND LYING NORTHERLY OF A LINE DRAWN 25 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD RIGHT-OF-WAY AS NOW CURRENTLY LOCATED AND DEPICTED ON RECORD OF SURVEY RECORDED ON JANUARY 17, 2002, UNDER MASON COUNTY AUDITOR'S FILE NO. 1772580.

CONTAINING 138,052.5 SF, 3.17 ACRES.

ADJUSTED PARCEL 2

A TRACT OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 20, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., BEING A PORTION OF PARCELS A AND C OF BOUNDARY LINE ADJUSTMENT NO. 02-16, AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 2057467, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF RAILROAD RIGHT-OF-WAY ACQUIRED BY THE UNITED STATES OF AMERICA UNDER JUDGMENT ON THE DECLARATION OF TAKING ENTERED ON JULY 19, 1948, IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WASHINGTON SOUTHERN DIVISION UNDER COURT CAUSE NO. 619, RECORDED ON JULY 24, 1948, UNDER MASON COUNTY AUDITOR'S FILE NO. 125869, LYING EASTERLY OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23, AND LYING SOUTHERLY OF STATE ROUTE 3, AND LYING SOUTHERLY OF A LINE DRAWN 25 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD RIGHT-OF-WAY AS NOW CURRENTLY LOCATED AND DEPICTED ON RECORD OF SURVEY RECORDED ON JANUARY 17, 2002, UNDER MASON COUNTY AUDITOR'S FILE NO. 1772580.

CONTAINING 206,191.9 SF, 4.73 ACRES.

LEGAL DESCRIPTION TRANSFERRED PARCEL 3:

A TRACT OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 20, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., BEING A PORTION OF PARCELS A AND C OF BOUNDARY LINE ADJUSTMENT NO. 02-16, AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 2057467, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF RAILROAD RIGHT-OF-WAY ACQUIRED BY THE UNITED STATES OF AMERICA UNDER JUDGMENT ON THE DECLARATION OF TAKING ENTERED ON JULY 19, 1948, IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WASHINGTON SOUTHERN DIVISION UNDER COURT CAUSE NO. 619, RECORDED ON JULY 24, 1948, UNDER MASON COUNTY AUDITOR'S FILE NO. 125869, LYING EASTERLY OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23 AND LYING NORTHERLY OF A LINE DRAWN 25 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF SAID RAILROAD RIGHT-OF-WAY AS NOW CURRENTLY LOCATED AND DEPICTED ON RECORD OF SURVEY RECORDED ON JANUARY 17, 2002, UNDER MASON COUNTY AUDITOR'S FILE NO. 1772580.

CONTAINING 98,751 SF, 2.27 ACRES.

kptf CONSULTING ENGINEERS
4200 6TH AVENUE SE, SUITE 309
LACEY, WASHINGTON 98503
(360) 292-7230 FAX (360) 292-7231

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTIONS OF THIS BOUNDARY LINE ADJUSTMENT ARE THE FULL AND CORRECT DESCRIPTIONS.

THOMAS J. SWIFT CERTIFICATE No. 38489



BOUNDARY LINE ADJUSTMENT

FOR

CITY OF SHELTON

NW NW 20 20 N 3 W, W.M.
NE NW 20 20 N 3 W, W.M.

QTR-QTR QTR. SECTION TWP. RANGE
MASON COUNTY WASHINGTON

AUDITOR'S INDEX DATA

JOB No.:	414008
DWG NAME:	5414008_BLA
DRAWN BY:	TJS
CHECKED BY:	JFC
DATE:	11/28/2016
SCALE:	1"=100'
SHEET:	1 OF 2

RESOLUTION NO. 2019-09

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE
INTERLOCAL AGREEMENT WITH THE CITY OF SHELTON REGARDING
THE PEAR ORCHARD PARK AND RIDE.**

WHEREAS, Mason Transit Authority ("MTA") through its Authority Board desires to construct and operate a park and ride lot commonly known as the Pear Orchard Park and Ride located in the vicinity of SR 3 and Front Street in Shelton, WA; and

WHEREAS, the Park and Ride Lot is located on real property owned by the city of Shelton (the "City"); and

WHEREAS, MTA will provide transit services, operate and maintain the Pear Orchard Park and Ride lot in exchange for the right to operate transit service at that lot, all as agreed to by the City and MTA; and

WHEREAS, the improvements will consist of new pavement, pavement reconstruction, stormwater facilities, illumination, signing, striping, bus shelter and other work, all in accordance with the Contract Plans, Provisions and Standard Specifications; and

WHEREAS, the partnership between MTA and the City in connection with the Pear Orchard Park and Ride and those improvements will be a benefit for the citizens; and

WHEREAS, entering into an interlocal agreement is needed to provide identify the responsibilities of each party and terms of the agreement;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the General Manager is authorized to sign the interlocal agreement between MTA and the City relating to the improvements to the Pear Orchard Park and Ride and under terms set forth therein.

Adopted this 16th day of April, 2019.

Randy Neatherlin, Chair

Wes Martin, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, 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: New Business – Item 2 – *Actionable*
Subject: Surplus of Vanpool and Staff Vehicles
Prepared by: Marshall Krier, Maintenance and Facility Manager
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Background:

Mason Transit has three staff cars, one community van and one vanpool that have exceeded their useful life and are ready for surplus.

Vehicle Number	Year, Model & Description	Current Miles
002	1999 Ford Taurus Sedan-Staff	128,825
003	2000 Ford Taurus Sedan-Staff	167,222
006	1995 Chevrolet S-10 -Staff	154,059
7617	2006 Ford Econoline-CV	97,317
7625	2008 Ford Econoline-VP	110,621
6603	2013 Dodge Grand Caravan - Loss	66,516
6604	2013 Dodge Grand Caravan - Loss	67,687

The staff vehicles were replaced by recently acquired staff car numbered 110, 120 and vanpool numbered 6602.

Vans numbered 6603 and 6604 were total losses in recent accidents. Insurance proceeds equal \$13,396.50 for the two vehicles.

Summary: Surplus three staff cars, one community van, one vanpool van and two vans that were total losses.

Fiscal Impact:

Revenue TBD. \$13,396.50 in insurance proceeds.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board adopt Resolution No. 2019-10 declaring and approving the surplus and disposal of vehicles as set forth therein.

RESOLUTION NO. 2019-10

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AUTHORIZING THE DISPOSAL OF SURPLUS VEHICLES.**

WHEREAS, the Mason Transit Authority (“MTA”) Board, by Resolution No. 2000-04, as amended, has adopted established policies to ensure the fair, impartial, responsible and practical disposition of surplus property of MTA; and

WHEREAS, such policies ensure that the public shall receive the greatest possible value for such items.

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the following vehicles be declared as surplus:

Van Number	Year, Model & Description	Current Miles
002	1999 Ford Taurus Sedan-Staff	128,825
003	2000 Ford Taurus Sedan-Staff	167,222
006	1995 Chevrolet S-10 -Staff	154,059
7617	2006 Ford Econoline-CV	97,317
7625	2008 Ford Econoline-VP	110,621
6603	2013 Dodge Grand Caravan - Loss	66,516
6604	2013 Dodge Grand Caravan - Loss	67,687

Adopted this 16th day of April, 2019.

Randy Neatherlin, Chair

Wes Martin, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, 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: New Business – Item 3 – *Actionable*
Subject: Americans with Disabilities Policy (POL-504)
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Summary for Discussion Purposes:

Our Community Liaison-Civil Rights contact from WSDOT has requested MTA make a couple of minor updates to our Americans with Disabilities Act (ADA) Policy (POL-504). There have been modifications to language relating to the approved equipment and we can no longer require, only recommend, that brakes be applied on a manual wheelchair.

Legal Counsel and two members of the Board have reviewed and approved this form of the policy.

Summary: Amend existing ADA Policy (POL-504).

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

The report of the recommendations of Policy Committee constitutes a motion for approval of the Committee’s recommendation to approve the attached ADA Policy (POL-504) and approve Resolution No. 2019-11 and the attached ADA Policy. No second is required.



Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April ~~XX~~16, 2019
Cancels: N/A
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

POL-504 AMERICANS WITH DISABILITIES

This policy applies to all Mason Transit Authority (MTA) employees and services.

1.0 Purpose

The purpose of this policy is to ensure compliance with the Americans with Disabilities Act (ADA).

The Americans with Disabilities Act was signed into law on July 26, 1990. The ADA is civil rights legislation which requires that persons with disabilities receive transportation services equal to those available on the fixed route service.

The ADA requires that:

- No entity may discriminate against an individual with a disability in connection with the provision of transportation services;
- An individual shall not be denied use of a transportation service provided to the general public if the individual is capable of using that service;
- An entity must not refuse to serve an individual with a disability solely because the individual's disability results in an appearance of involuntary behavior that may offend, annoy or inconvenience employees or others;
- An individual with a disability shall not be required to be accompanied by an attendant nor be required to use designated priority seats if the individual chooses not to do so (49 CFR § 37.5); and
- An individual shall not be denied transportation service because of a provider's insurance conditions, coverage or rates are based on the absence of individuals with disabilities. (49 CFR § 37.5)

2.0 Policy

It is the policy of MTA that, when reviewed in their entirety, services, facilities, and communications provided by MTA, directly or by a contracted service provider, are readily accessible and usable to individuals with disabilities to the maximum extent possible.

3.0 Fare

MTA is fare-free within the County. For travel out-of-county, fares are as follows:

See Also: Title VI Policy; Employee Handbook
Page 1 of 10



Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April ~~XX~~16, 2019
Cancels: N/A
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

- Senior (65 years of age or older) & Persons with Disabilities (with a Regional Reduced Fare Permit (RRFP)) – \$.50 (one way)
- Adults/Youth – \$1.50 (one-way)
- Children 6 years of age and under – No Charge

Monthly Bus Pass Rates are as follows:

- Senior (65 years of age or older) & Persons with Disabilities (with a RRFP) – \$9.00
- Adult (18 to 64 years of age) – \$28.00
- Youth (6 to 17 years of age) – \$18.00
- Summer Youth Adventure Pass (valid Memorial Day through Labor Day only) – (6 to 17 years of age) – ~~\$18~~20.00
- Active Duty Military Personnel with Current Military ID – No Charge

4.0 Sundays & Holidays

MTA is closed on Sundays and the following holidays:

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day (observed)
- Memorial Day (observed)
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

MTA operates on Saturday service schedule when a Federal and/or State observed holiday falls on a weekday scheduled service day such as Veterans Day.

5.0 Approved Equipment

Passengers will be transported provided the lift and vehicle can physically accommodate them, unless doing so is inconsistent with legitimate safety requirements (e.g. the combined weight of the wheelchair/occupant exceeds that of the lift specifications). Additionally, MTA can accommodate mobility devices that meet following minimum standards:

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Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April XX16, 2019
Cancels: N/A
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

- Wheelchair means a mobility aid belonging to any class of three or more wheels, usable indoors, designed or modified for and use by individuals with mobility impairments, whether manually operated or powered
- Walkers must be collapsible and able to be stored between seats or in the vehicle's trunk.
- The mobility device must be in good working order; with batteries charged, tires inflated, footrests attached, and all parts secure. (49 CFR 37.3)

In order to accommodate a wheelchair or power scooter on a MTA vehicle, it must meet the following standards:

- The equipment must have three or four wheels.
- The measurement of the equipment must be no more than 30" wide and 48" long, including footrests and backpacks.
- The equipment must not weigh more than 600 pounds when occupied.

Walkers should be stored between seats, when possible.

Segway or similar electrically motorized personal transportation devices are allowed on MTA when used as a mobility device by a person with a disability. An individual with a disability who uses a Segway as a mobility device is permitted to use the lift unoccupied.

6.0 Mobility Device Brakes

When occupying a lift or securement area, it is ~~required~~ recommended the brakes on manual mobility devices must be applied, if equipped. With power chairs or scooters, it is required that the power switch be turned to the "off" position.

7.0 Portable Oxygen Use

Individuals with disabilities who use portable oxygen devices are allowed to travel with respirators and properly secured portable oxygen supplies. (49 CFR 37.167(h))

8.0 Securement Policy

Operators will use front and rear tie-downs to secure mobility devices, unless the bus is equipped with a passive restraint system, then securements are used at the request of the passenger. Operators will secure mobility devices at the

See Also: Title VI Policy; Employee Handbook
Page 3 of 10

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Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April ~~XX~~16, 2019
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

strongest parts of the device; however, the passenger can indicate the most optimal tie-down spot. The mobility device will be secured front facing, except when using rear-facing passive restraint. Drivers will assist passengers with securement systems, ramps, and seatbelts; however, drivers cannot assist riders using power chairs or scooters with the operation of their equipment. MTA cannot refuse to transport someone whose mobility device cannot be satisfactorily restrained provided that mobility device fits within the definition described in Section 5.0.

9.0 Stop Announcements

Stops at major intersections, transfer points, and destination points will be announced on fixed route buses. Operators will announce other stops upon request or as needed (see 12.0).

10.0 Personal Care Attendants

A Personal Care Attendant (PCA) is someone who travels with, and helps, a rider who is not able to travel alone. A PCA may ride with a rider at no charge. The rider must provide his/her own PCA if needed, and notify MTA when scheduling a ride whether or not they will be using a PCA. This information will guarantee a place for the PCA to ride with the rider. Guests and companions may ride on MTA as space is available. Guests and companions must pay regular fare where applicable. A companion is anyone who travels on the bus with the rider who is not designated as the rider's PCA.

11.0 Service Animals

A service animal is any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items.

Service animals will be suspended if they are not under the handler's care at all times and performing like a service animal. If a service animal is excluded, the passenger with the disability must still be offered the opportunity to obtain goods, services and accommodations without having the service animal on the premises. In order to ride MTA:

See Also: Title VI Policy; Employee Handbook
Page 4 of 10



Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April ~~XX~~16, 2019
Cancels: N/A
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

- The service animal must have a harness, leash or other tether; unless the handler is unable to use a tether because of a disability or use of a tether would interfere with the service animal’s ability to safely perform its work or tasks. In these cases, the service animal must be under the handler’s control through voice commands, hand signals or other effective means.
- Birds, reptiles, amphibians, rodents, and cats must be kept in an enclosed carrier/container.
- The animal must remain at the passenger’s feet or on lap. It may not sit on a vehicle seat.
- The animal must not be aggressive toward people or other animals.
- Rider is responsible for damages or injuries caused by the animal. (49 CFR37.167(d))

12.0 Courtesy and Sensitivity

All employees are expected to be polite and considerate. The Operator is the first line of contact for public relations. The courteous and professional image that the Operator displays determines the success and reputation of Mason Transit within the community.

It is important that Operators demonstrate sensitivity to all persons. Mason Transit is committed to making public transportation in Mason County accessible to everyone. Additionally, Mason Transit strives to make reasonable modifications to our policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities. Customers will be accommodated where possible, as long as it does not fundamentally alter the nature of our service, create a direct threat to the health and safety of others, or cause an undue financial burden. For example, if a customer with diabetes or another medical condition requests to eat or drink aboard a vehicle to avoid adverse health consequences, the request should be granted. However, a customer request that an Operator take charge of a service animal may be denied. Caring for a service animal is the responsibility of the customer or a PCA. If a customer requests a reasonable modification from an Operator during transit, in some situations, the Operator may need to consult with Dispatch prior to granting or denying a request.

See Also: Title VI Policy; Employee Handbook
 Page 5 of 10



Title:	Americans with Disabilities Policy
Number:	504
Effective:	September 19, 2017; <u>Revised April XX16, 2019</u>
Prepared by:	Mike Ringgenberg, Operations Manager
Approved by:	Authority Board Resolution No. 2017-26; <u>Resolution No. 2019-11</u>

Operators are reminded not all disabilities are visible. The Operator should always answer questions regarding MTA service. Operators will honor all requests from the customer for the use of a lift or kneeling device.

Extra caution should be taken while driving over rough road conditions as a courtesy to all customers. Hard stops and starts should be avoided. Customers specifically traveling in secured mobility devices are more likely to feel effects of rough road conditions.

Operators should be proactive by helping customers in need of additional call out assistance. Some customers may not wish to be singled out; it is important, however, to offer to call out the stop for some customers; these can include customers with service animals, guide canes, new customers and others.

13.0 Boarding Assistance

Operators shall provide assistance to passengers to ensure safe boarding and de-boarding. Passengers shall be allowed adequate time to board and disembark the vehicle.

14.0 Maintenance of Lifts or Ramps

MTA shall establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative.

Operators shall report to dispatch, by the most immediate means available, any failure of a lift to operate in service. Operators must test the lift or ramp during the pre-trip inspection.

When a lift is discovered to be inoperative, MTA shall take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service. If there is no spare vehicle available to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service will reduce the transportation service MTA is able to provide, the vehicle may be kept in service with an inoperable lift for no more than three days from the day on which the lift is discovered to be inoperative.

In any case in which a vehicle is operating on a fixed route with an inoperative lift, and the headway to the next accessible vehicle on the route exceeds 30 minutes, the entity shall promptly provide alternative transportation to

See Also: Title VI Policy; Employee Handbook
Page 6 of 10



Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April ~~XX~~16, 2019
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

individuals with disabilities who are unable to use the vehicle because its lift does not work. (49 CFR 37.163)

15.0 Priority Seating and Reserved Seating

Mobility device securement areas on buses are reserved. Passengers using common mobility aids shall be boarded if the securement areas are not otherwise occupied by a mobility device, regardless of the number of passengers on the bus. Operators are required to ask passengers sitting in the securement areas to move to other available seats or to stand.

It may be necessary for Operators to ask other passengers to yield priority seating at the front of the bus to seniors and persons with disabilities.

Drivers are not required to enforce the priority seating designation beyond making such a request.

16.0 Suspension of Service

A rider's privileges may be suspended for any infraction on any MTA property, including vehicles, bus stops, or stations in violation of RCW 9.91.025.

17.0 Notification of Policy

MTA will notify the public of the ADA policy on the website and in the Schedule and Guide Book.

18.0 Reasonable Accommodation

MTA is committed to providing safe, reliable, courteous, accessible and user-friendly services to its customers. To ensure equality and fairness, reasonable modifications to its policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities. Request for accommodations can be made by calling Customer Service at 360-427-5033 or 800-374-3747 or by email at mta@masontransit.org.

19.0 Dial-A-Ride

MTA provides Dial-A-Ride service for riders who experience difficulty using routed service as well as rural riders. Because there are no eligibility requirements, anyone can request Dial-A-Ride service. Dial-A-Ride service is based on time and space availability.

MTA operators provide the following types of trips:

See Also: Title VI Policy; Employee Handbook
Page 7 of 10



Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April ~~XX~~16, 2019
Cancels: N/A
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

<i>Trip Type</i>	<i>Description</i>
Curb to Curb	Customer taken from curb of pickup to curb of destination
Door to Door	Customer taken from door of pickup to door of destination

Ride Requests Scheduling Hours:

Monday through Saturday 8:00 am to 5:00 pm

Information/Ride Cancellation Hours:

Monday through Saturday 8:00 am to 8:30 pm

Rides may be cancelled before or after hours by leaving a voice mail at 360-427-5033 with name, date and time of reservation and contact number.

Dial-A-Ride Operating Hours:

Monday through Friday 6:00 am to 8:30 pm
 Saturday 6:30 am to 8:15 pm

Trip Scheduling:

MTA accepts reservations up to 14 days in advance and riders are encouraged to call at least 48 hours in advance to ensure a ride is available. MTA Customer Service Representatives will try to accommodate same day requests received with a minimum two hour notice but is not considered a guarantee. Because the Dial-A-Ride service is shared with other riders, the Customer Service Representatives may ask that riders be flexible with their pick-up time in order to fit requests with already scheduled rides.

Changing Ride Times:

If a rider needs to change their ride, please be aware that only the rider or person who scheduled the ride can change the appointment unless otherwise noted in the client's file.

Trip Cancellation:

See Also: Title VI Policy; Employee Handbook
 Page 8 of 10



Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April ~~XX~~16, 2019
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

MTA requires that riders give at least two hours' notice if unable to take a scheduled ride or rides. The Customer Service Representative must be informed of the dates and times of the trip or trips being cancelled. Riders must remember to cancel the return trip at the same time if it is not needed. Trips cancelled with less than two hours' notice will result in the rider receiving a late cancellation. Two late cancellations equal one no-show.

No-Show Policy:

Riders, who schedule Dial-A-Ride or Deviated Fixed Route service trips and repeatedly no-show or have excessive late cancellations, may be suspended from both services. If a trip is missed, the return trip is automatically cancelled.

If a rider no-shows three or more Dial-A-Ride or Deviated Fixed Route trips in a 30 day period, they may be suspended from Mason Transit's service for a minimum of one week. The second suspension will be for a two week period, the third suspension will be for a three week period, and so on. Each suspension increases by seven days within a 12 month period.

20.0 Travel Training

MTA offers free travel training for anyone who may feel unsure about riding the bus. The training is customized to meet each person's needs such as reading the schedule, making transfers, boarding the bus, etc.

21.0 Visitor Certification

MTA does not require certification for visitors.

22.0 Complaint Process

MTA is committed to providing safe, reliable and accessible transportation for the community. MTA has established a Customer Comment Policy that provides a variety of ways to receive input and ensures that persons making comments receive an acknowledgement of their comments and a report on the outcomes of any investigations or changes that may result.

Any person who believes himself/herself or any specific class of individuals to be harmed by failure to comply with this policy may, personally or through a representative, file a written complaint. A complaint must be filed not later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the General Manager or designee.

See Also: Title VI Policy; Employee Handbook
Page 9 of 10



Title: Americans with Disabilities Policy
Number: 504
Effective: September 19, 2017;
Revised April ~~XX~~16, 2019
Cancels: N/A
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 2017-26;
Resolution No. 2019-11

Customers wishing to file a complaint and/or obtain a copy of the Customer Comment Policy may contact MTA at (360) 427-5033 or (360) 426-9434, or in person at MTA's administration office located at 790 E. Johns Prairie Road, Shelton, WA, or on MTA's Website at www.masontransit.org

See Also: Title VI Policy; Employee Handbook
Page 10 of 10

RESOLUTION NO. 2019-11

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING A REVISED AMERICANS WITH DISABILITIES ACT (ADA)
POLICY (POL-504).**

WHEREAS, pursuant to Resolution No. 2017-26, Mason Transit Authority adopted an Americans with Disabilities Act (ADA) Policy (POL-504) to ensure compliance with the Americans with Disabilities Act; and

WHEREAS, since the adoption of that resolution, modifications to certain sections of the policy are necessary to ensure continued compliance;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT PUBLIC TRANSPORTATION AREA AUTHORITY BOARD that the revised Americans with Disabilities Act (ADA) Policy (POL-504), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 16th day of April, 2019.

Randy Neatherlin, Chair

Wes Martin, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Sharon Trask, Authority Member

Kevin Shutty, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT:

Danette Brannin, 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: New Business – Item 4 – *Actionable*
Subject: Application for Low or No Emission Program Grant
Prepared by: Marshall Krier, Maintenance and Facilities Manager
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Background:

We have been informed of an opportunity to submit a grant application for Low or No emission vehicles. The deadline for submitting grant application is May 14, 2019. Staff is requesting approval to purchase two hybrid-buses for the Worker/Driver program. The buses used for the W/Ds are beyond their useful life and considerable expense is being made to keep them operational. Hybrid buses will work well for the W/D routes and will meet the governor’s mandate for alternative fuel.

Estimated cost of each hybrid bus is \$750,000.

Summary: Approve submission of a grant application for Low-No emission vehicles.

Fiscal Impact:

25% match (estimated to be \$375,000) from reserves.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board authorize the General Manager to finalize, approve, sign and submit a grant application for the Low-No emission vehicles grant program.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5 – *Actionable*
Subject: Operations and Maintenance Committee Recommendation-Fares
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Summary for Discussion Purposes:

The Operations and Maintenance Committee met on April 10, 2019 to discuss the fares as provided at the informational presentation of March 19, 2019 Board meeting. The committee consists of Randy Neatherlin, Kevin Dorcy and Don Pogreba and was also attended by Citizen Advisor John Piety.

The Committee and Citizen Advisor examined the fare information and discussed various amounts of increases and determined that the adult monthly pass should be increased to \$30 (an increase of \$2) and the senior and persons with disabilities pass should be increased to \$10 (an increase of \$1).

The Committee also discussed the need to hold public hearings prior to any increase to fares.

Summary: Approve the Operations and Maintenance Committee recommendation to increase fares following public hearings as required.

Fiscal Impact:

TBD.

Staff Recommendation:

Approve.

Motion for Consideration:

Move to adopt the recommendations of Operations and Maintenance Committee for approval to increase the adult monthly pass to \$30 and the seniors/persons with disabilities monthly pass to \$10, following public hearings as required. If the board member giving the committee report so moves, no second is required.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6 – *Actionable*
Subject: Approval of Technology Purchase
Prepared by: Josh Jacobs, System Administrator
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Background:

As required by MTA's Procurement policy, certain purchases exceeding \$25,000 shall be approved by the Board.

At the December 18, 2019 Board meeting, the Authority Board approved the third amendment for the Technology Grant GCB2615 Project B Agreement. Previous purchases under this project include \$73,013 for system improvements authorized at the February 21, 2019 Board meeting.

Staff recommends purchasing upgraded AngelTrax' high definition camera systems and hard drives for certain buses so that the technology is in alignment with MTA's new buses and satisfies retention requirements for videos.

The cost of the purchase will be \$50,494.69 (with estimated tax).

Summary: Approve purchase of upgraded high definition camera systems and hard drives for certain MTA buses.

Fiscal Impact:

\$50,494.69 to be paid from technology grant#GCB2615 Project B. This is funding is from Sales Tax Equalization and requires no match.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the expense of \$50,494.69 to be paid from technology grant#GCB2615 Project B for the acquisition of high definition cameras and hard drives.



Monday, April 1, 2019

Trina Gwerder

Mason Transit Authority (MTA)
790 E Johns Prairie Road
Shelton, WA 98584

Dear Trina Gwerder:

Thank you for allowing AngelTrax to customize a proposal to suit your mobile surveillance needs. We pride ourselves on our workmanship and the expertise put forth into our research, development and manufacturing process. At AngelTrax, we believe that surveillance, service and reliability matter.

Please see a summary of proposed AngelTrax equipment attached. Contact me at my cellular number or email below for answers to any questions you may have, or if you need immediate assistance and I am not available, please contact our AngelTrax corporate office at 1.800.673.1788.

Our business depends solely upon our loyal partners. Through you and companies like yours, we earn the satisfaction of producing and supporting some of the finest mobile surveillance equipment on the market today. AngelTrax is committed to ensuring that your experience with our products and our people exceeds your expectations. Once again, thank you for your consideration.

Best Regards,

A handwritten signature in black ink that reads 'Michael C. Embrey'.

Mike Embrey
Midwestern Sales Executive

mike.embrey@angeltrax.com
334.648.1896
334.692.4606 (F)



Search "AngelTrax" on www.gsaadvantage.gov
to see our products available for
direct purchase without the bidding process



ISSUE DATE: 04/01/2019
 EXPIRY DATE: 06/30/2019

PREPARED FOR:

BILLING DETAILS	SHIPPING DETAILS
Mason Transit Authority (MTA) Trina Gwerder 790 E Johns Prairie Road Shelton, WA 98584 USA 360.432.5730 tgwerder@masontransit.org	Mason Transit Authority (MTA) Trina Gwerder 790 E Johns Prairie Road Shelton, WA 98584 USA 360.432.5730 tgwerder@masontransit.org

PREPARED BY:
Mike Embrey

Midwestern Sales Executive
 119 South Woodburn Drive
 Dothan, AL 36305
 Cell: 334.648.1896

 Corporate Office: 1.800.673.1788
 mike.embrey@angeltrax.com



Michael C. Embrey

STOP

Have you heard about our

NEW Vulcan Series™


in-vehicle surveillance systems?

True 1080P High-Definition
 Extreme Reliability

Contact your AngelTrax sales executive or our sales department for more details.

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
AngelTrax VULCANV12 Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	10	\$3,771.63	\$37,716.30
<div style="display: flex; align-items: flex-start;"> <div> <p>V12-1237</p> <p>Vulcan Series 12 Channel HD/IP Mobile Digital Video Recorder</p> <ul style="list-style-type: none"> • 12 Channels with 8 Channels D1, WD1, 720P, or up to 1080P + 4 Channels IP up to 1080P • 2TB Solid-State Hard Drive with SD Card Slot for Redundant Recording • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264 Compression </div> </div>	1		
<div style="display: flex; align-items: flex-start;"> <div> <p>SD128GB</p> <p>128GB SD Solid-State Memory Card</p> </div> </div>	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>VULPBH Vulcan HD Panic Button Housing PC color</p>	1		
 <p>HD2500V (4) Vulcan Series Anvil 2500 HD Low Profile Camera - interior sides <ul style="list-style-type: none"> • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared </p>	4		
 <p>HD3600V (4) Vulcan Series Anvil 3600 HD Low Profile Camera - windshield, rear, (2) exterior sides <ul style="list-style-type: none"> • 3.6mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared </p>	4		
 <p>HD4CBL (2) 13.12 ft. HD Camera Cable</p>	2		
 <p>HD9CBL 29.53 ft. HD Camera Cable</p>	1		
 <p>HD12CBL (2) 39.37 ft. HD Camera Cable</p>	2		
 <p>HD18CBL (3) 59.06 ft. HD Camera Cable</p>	3		
 <p>GPSV1 Vulcan Series Passive GPS Antenna</p>	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>V12SECKEY Security Key USB 3.0 for Vulcan V12 MDVR</p>	1	\$0.00	\$0.00
<p>CONTLABOR Installation of AngelTrax Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.</p>	10	\$850.00	\$8,500.00
<p>SHIPPING/HANDLING Shipping and Handling Charges - 10 BOXES * Optional items are not included in the calculation.*</p>	1	\$350.00	\$350.00
TOTAL			\$46,566.30

QUOTED PRODUCTS - OPTIONAL ITEMS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE

Signed and endorsed by: _____

Printed Name _____

CORPORATE & FREIGHT POLICIES

The information in this document is to be held confidential by the receiving party. Disclosure of this information is permitted only to persons with the need to know the information for the intended purpose of this document, for the sole and exclusive benefit of the disclosing party. Specifications and prices are subject to change without notice. Please allow three to four weeks for delivery on special order items. Net 30 days from date of invoice to approved accounts. A handling fee is charged for customers who request third party billing freight. Items will be shipped UPS or FedEx, ground delivery, unless otherwise requested. No returns will be accepted after 30 days from invoice date. A 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc. Items deemed used or "B" goods will be returned to customer freight collect.

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing are subject to change.

The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

TITLE & OWNERSHIP POLICY

"Title/Ownership" of any item described in the quote or invoice does not pass to purchaser until such time as the invoice is paid in full. Seller has no duty to provide back office software support, warranty support or any monitoring for any item described in the unpaid invoice. Seller has the right to immediate possession of all items not paid for. Purchaser agrees to deliver to seller each item described in the invoice upon demand of seller at purchaser's expense. Delivery of the product described in the invoice shall not in any way terminate purchaser's obligation to pay for products ordered by purchaser and delivered to purchaser by seller. By accepting the product described on the invoice, buyer agrees that, should civil litigation arise due to non-payment, buyer expressly consents to jurisdiction in the State of Alabama and venue in Houston County, Alabama.

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Presentation – *Informational*
Subject: Financial Outlook and Operating Margin Update
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: April 16, 2019

Summary for Informational Purposes:

Included: Sustainability Projections - Through 2023, MTA's financial picture looks quite healthy based on current revenue and expense trends. From these projections, capacity to continue funding operational and capital reserves remains likely.

Operating Margin - Is showing steady improvement due to increases from sales tax and grant revenues, in addition to efforts to control operating expenses through the budgeting process.

% of Growth in Operating Expenses - Is within management's goal of operating expenses not to exceed 4% year-over-year. This target will be considered when negotiating collective bargaining agreements, and updating of the salary/wage scales for non-represented staff.

General Fund Cost Recovery – A measurement exceeding 100% indicates that the agency is able to cover all costs from operating and non-operating revenue sources. This is a measurement that SAO monitors.

Change in Cash Flow - \$1.9M has been moved to the investment account since the beginning of 2018.

Current Ratio - Illustrates how the agency is in a strong position to cover current liabilities by current assets available. Although cash grew by 19.3% in 2018, the 2018 dip in this measurement reflects a timing difference for the amount of accounts payable recorded at year end. This is a measurement that SAO monitors.

Change in Net Position - Reflects the positive impact of the agency's growing current and non-current assets without incurring debt. This is a measurement that SAO monitors.

Sustainability Projections

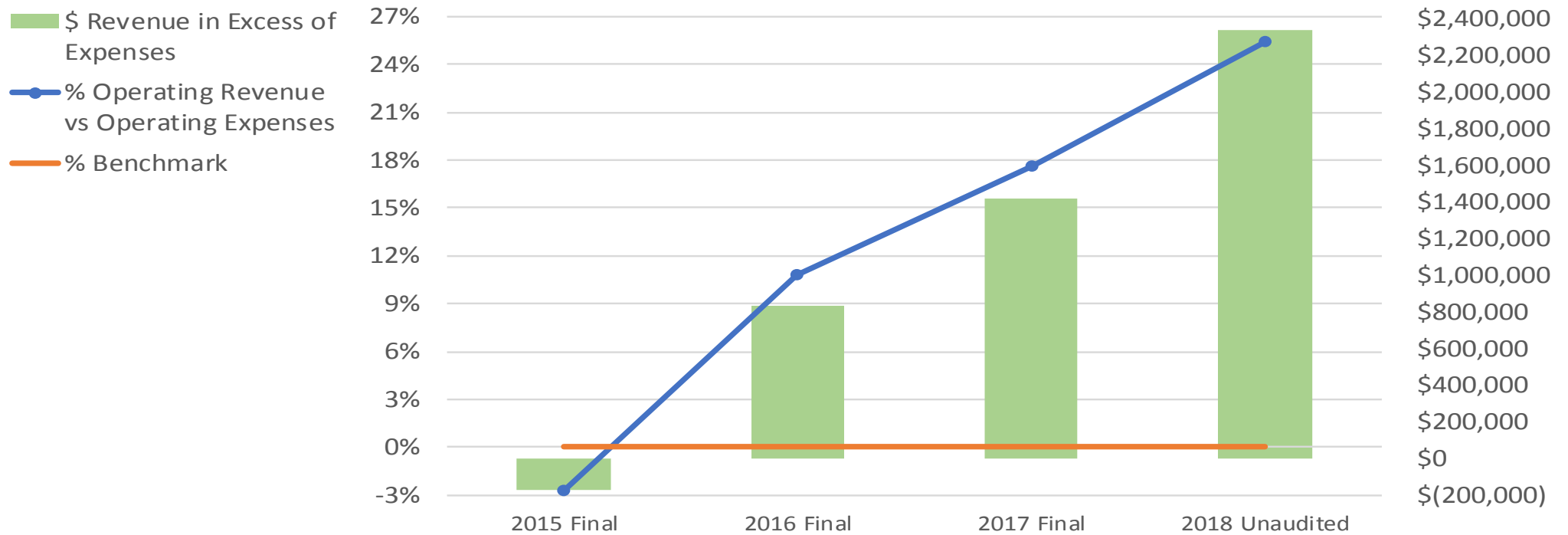
It is management's goal to maintain a positive 5 year sustainability plan. The projections below reflect success with this strategy based on projected revenue and expenses. Sales tax has been adjusted from what has been budgeted for 2019 to the actual amount received in 2018, with 3% growth applied to future years. The plan allows for a continued commitment to building reserves, with no need to expend reserves through 2023 based on current trends. Salaries and benefit projections are based on existing collective bargaining and non-rep compensation plans with 5% growth pending contract negotiations and a comprehensive salary analysis.

ANNUAL FINANCIAL INFORMATION	2017	2018	2019	2020	2021	2022	2023
	Actual	Actual	Projected	Projected	Projected	Projected	Projected
Operating							
Revenue							
Local Sales Tax	\$ 4,258,175	\$ 4,807,028	\$ 4,807,028	\$ 4,951,239	\$ 5,099,776	\$ 5,252,769	\$ 5,410,352
Investment Interest	44,156	106,978	45,000	45,900	46,818	47,754	46,799
Operating Grants	2,913,315	3,378,164	3,189,554	3,158,680	3,186,854	3,215,028	3,343,629
Fares	363,353	356,544	368,500	375,870	383,387	391,055	398,876
TCC - Related	170,809	162,843	125,630	128,143	130,706	133,320	135,986
Miscellaneous	316,017	367,686	214,507	305,391	301,779	279,370	301,424
Expended Reserves	-	-	-	-	-	-	-
Total Operating Revenue	8,065,825	9,179,243	8,750,219	8,965,223	9,149,320	9,319,296	9,637,066
Expenses							
Salaries and Benefits	5,127,618	4,841,057	5,520,376	5,695,018	5,979,769	6,278,757	6,592,695
Fuel	331,502	389,011	400,250	405,482	425,756	447,044	469,396
Insurance	238,034	238,506	235,477	262,305	273,489	277,975	292,635
TCC	191,725	198,275	240,263	242,661	266,927	293,620	322,982
Other Goods and Services (Excludes Depreciation)	755,802	1,177,698	903,779	939,930	977,527	1,016,628	1,057,293
Reserves Allocation	-	699,494	120,000	120,000	120,000	120,000	120,000
Total Operating Expenses	6,644,681	7,544,041	7,420,145	7,665,396	8,043,468	8,434,024	8,855,001
Net Operating Income (Deficit)	\$ 1,421,144	\$ 1,635,202	\$ 1,330,074	\$ 1,299,827	\$ 1,105,852	\$ 885,272	\$ 782,065
April 16, 2019 Reg Board Mtg 76							
Pooled Reserve	-	699,494	819,494	939,494	1,059,494	1,179,494	1,299,494

Operating Margin

HIGHLIGHTS

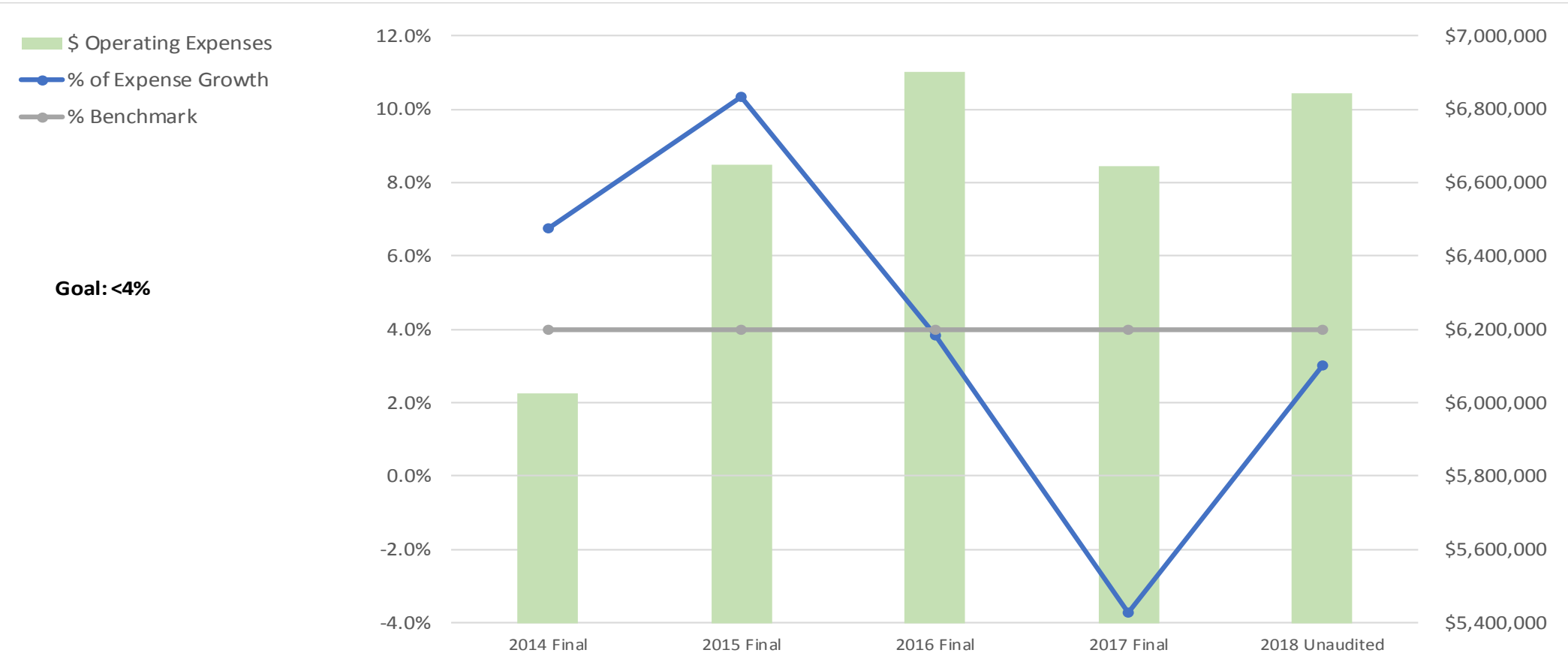
The measurement below represents the percentage of total operating revenues available to cover operating expenses. If the amount is positive, it implies that receipts were sufficient to cover spending on operations.



% of Operating Expense Growth

HIGHLIGHTS

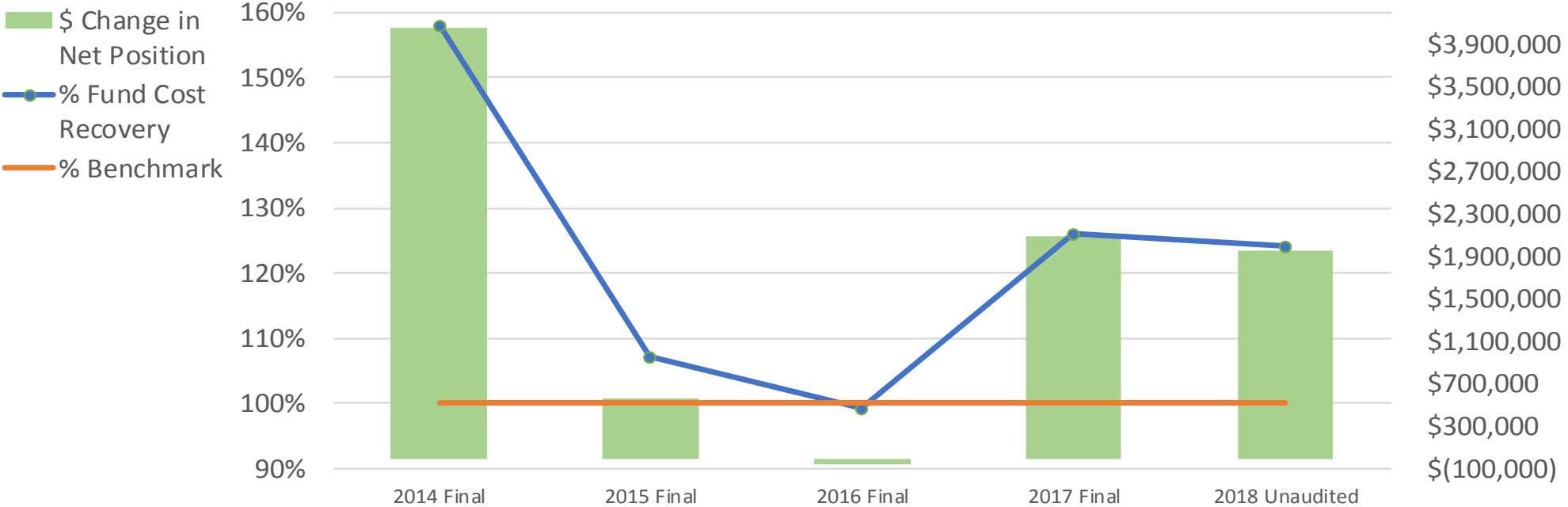
It is management's goal to limit the growth of operating expenses year over year to less than 4%. Expenses in 2015 reflect the increased costs to staff and maintain the Transit Community Center. 2016 and forward, reflect the strategy to control expense growth.



General Fund Cost Recovery

HIGHLIGHTS

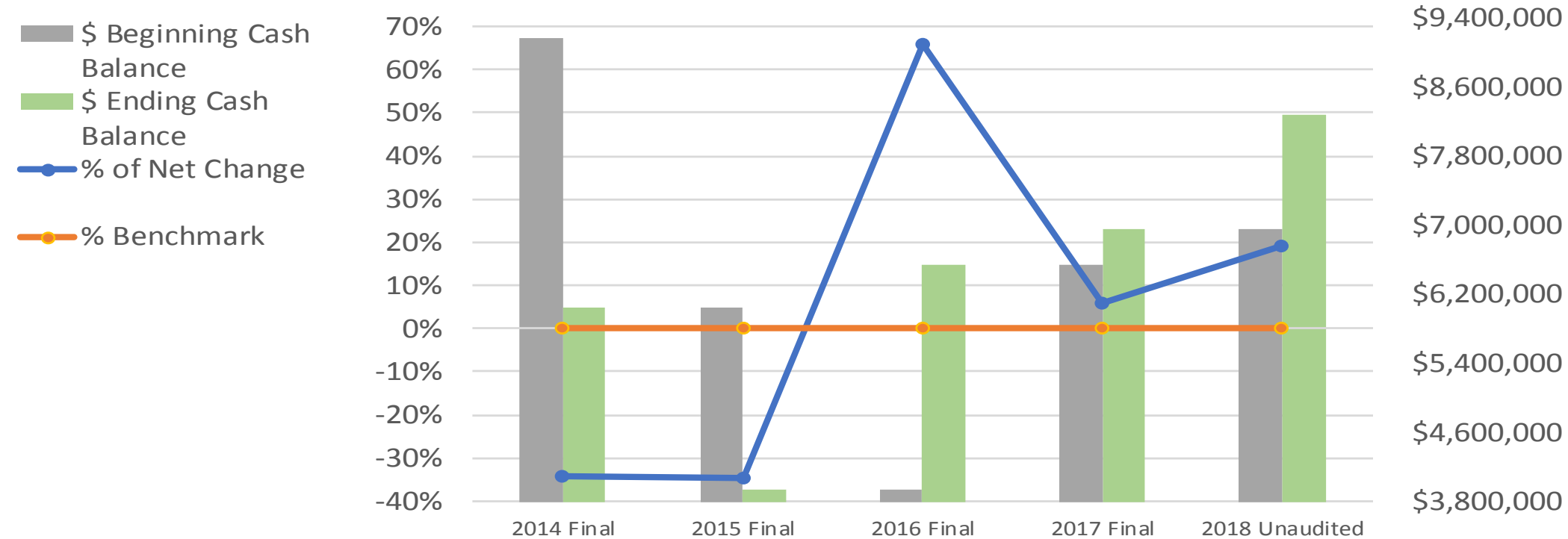
This indicator shows whether funds are able to recover costs considering all operating and non-operating revenue sources. A measure of 100% or greater indicates that the fund as a whole was successful recovering the full costs of service through charges for services or other revenue/sources. A measure of less than 100% indicates that the fund had to borrow from the past, borrow from the future, or be subsidized by other means. 2015 reflects start-up costs of the TCC taken from reserves. 2016 reflects an accounting entry for GASB 68 with no funds expended.



Change in Cash Flow

HIGHLIGHTS

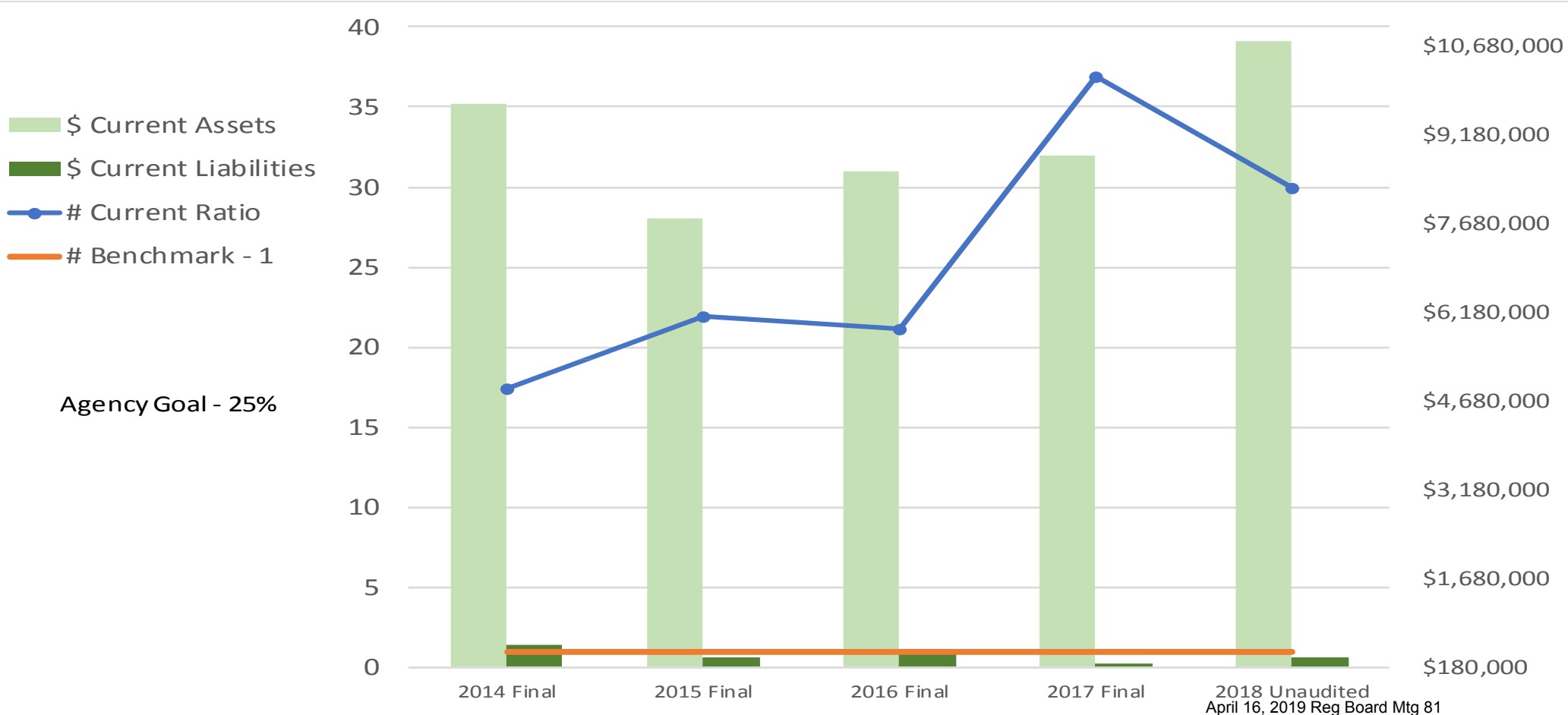
Beginning in 2014 cash flow was impacted by the construction of the Transit Community Center. 2016 cash flow saw a significant increase due to the receipt of grant funds for the construction of the T-CC. 2017 & 2018 balances reflect a commitment to rebuilding cash reserves. We are within 10% of our 2014 pre-construction cash balance. Cash reserve focus is to provide for future operating costs should expenses exceed revenue, and for capital asset investment such as fleet replacement.



Current Ratio

HIGHLIGHTS

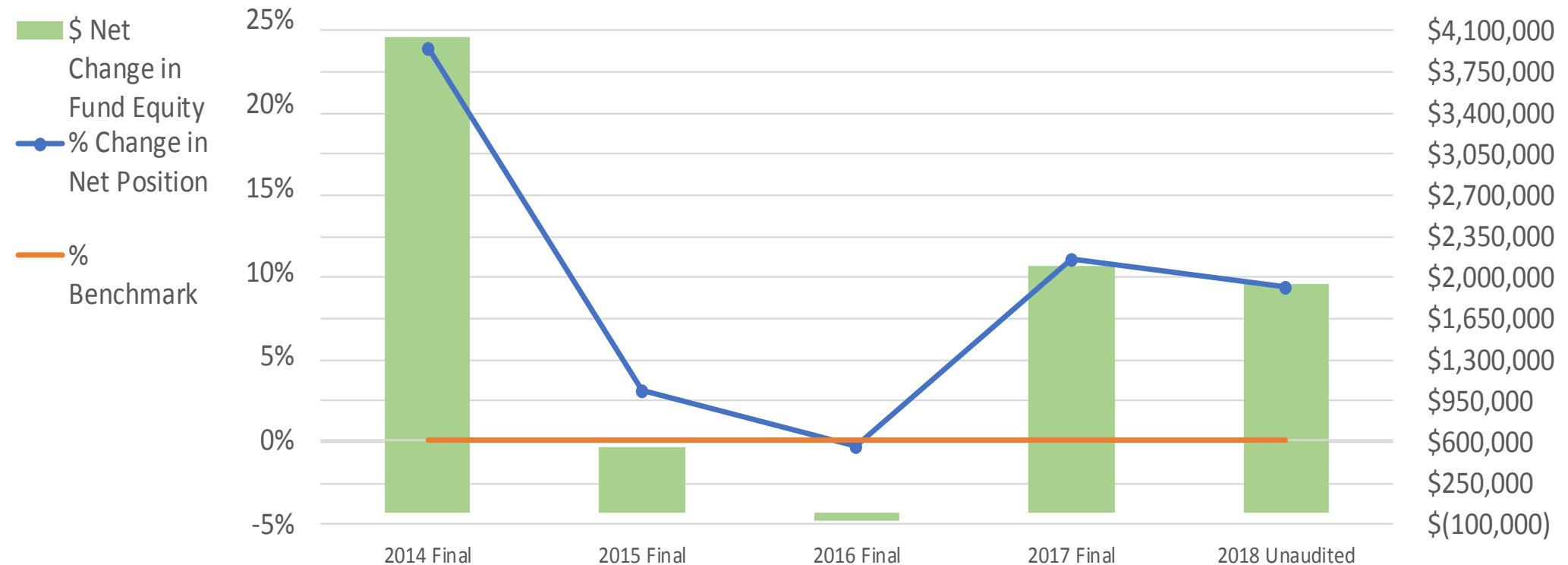
Current Ratio measures the number of times current assets can cover the cost of current liabilities from the general fund. An amount above 1.0 implies that we are able to pay expenses as they come due. Current assets are made up of cash on hand, invested funds, accounts receivable, grant receivable, sales tax receivable, parts, prepaid expenses. Current liabilities equals accounts payable, wages payable, lease & event deposits, sales and leasehold tax payable.



Change in Net Position

HIGHLIGHTS

This indicator is the percentage of change in net position year over year. An increase in net position reflects a net increase in assets over liabilities each year. This is typically a positive sign because equity is increasing. The dip in 2015 reflects the impact of the T-CC construction, 2016 reflects the accounting entry for GASB 68 pension liability.



Mason Transit Authority Regular Board Meeting

Agenda Item: Informational – Item 1 - *Informational*

Subject: Mason Transit Authority Regional Mobility Park and Ride
Progress Update

Prepared by: Patrick Holm, SCJ Alliance

Approved by: Danette Brannin, General Manager

Date: April 16, 2019

Summary for Discussion Purposes:

Will be included in final packet

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Item 2– *Informational*

Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant

Approved by: Danette Brannin, General Manager

Date: April 16, 2019

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board April 16, 2019

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board April 16, 2019

GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

- **Park & Ride Development:** Pear Orchard Park & Ride will begin mid-April after both MTA and the city of Shelton approve the Interlocal Agreement. There has been some delay on the roundabout due to WSDOT's review process. Still anticipating bid to go out late April or early May. This will still allow time for the project to be completed before October. For additional information, see Park & Ride update under Informational Updates.
- **T-CC Parking Lot:** I received two Statement of Qualifications for the T-CC parking lot clean up. After scoring, Landau Associates was the top firm. A meeting is scheduled for the week of April 15 to discuss scope of work and cost. It is anticipated Landau's services will be less than \$20k. The plan is to work with the City and Conservation District to complete the clean up in conjunction with construction.
- **WSDOT:** Participating in the Grant Process Advisory Committee (GPAC) for vehicle electrification and Consolidated Grant processes. Electrification of state purchased vehicles (including transit) is a mandate from the Governor. Transits are finding it hard to meet the mandate due to cost, infrastructure and technology. Electric buses do not work in all systems as the battery life is not sufficient enough to run an entire day without needing charged. Basically, that means a transit needs two electric buses for every one diesel unless on-the-go charging is available. Marshall and I will be attending Gillig's electric bus rollout on April 29 and 30 in Livermore, CA.
- **WSTIP:** Attended Monthly Executive Committee Meeting and Quarterly Board Meeting.
- **WSTA:**
 - Participated in SMTA weekly legislative call. This is on-going throughout the session for updates.
- **EDC:** Attended EDC Monthly Board Meeting
- **PRTPO:** Attended PRTPO meeting.
- **Training:**
 - Attended ESD's Economic Symposium 2019.
 - Attended Fair Labor Standard Act (FLSA) webinar training with Summit Law.
- **Internal Activities:**
 - Usual meetings with the Executive Team and Leadership Team. Miscellaneous meetings with staff.
 - Employee Engagement Plan committee meetings. Began meeting with each staff as part of gathering information.
 - Worked on Public Records Request.
 - Attended Service Review Committee meeting to discuss service change plans.
 - Reviewed employee appraisals.
 - Overseeing completion of many projects.
 - Provided assistance with annual report.
 - Edited ADA policy at the request of WSDOT.
 - Met with Policy Committee.
 - Met with Operations and Maintenance Board Committee.
 - Conference call with Doublemap to address outstanding issues with bus technology implementation.
 - Phone conference with WSDOT, MTA staff, Kitsap Transit staff and Clallam Transit staff regarding grant management system design.

Board Assistance, Awareness and Support:

- Staff is working on many projects as we near the end of the 2017-19 biennium. We are on track to finish the technology grant and facility improvement grant.
- Route 9 changes will see the current routing go away and in place provide a short 20-minute (approximately) route that will run from the T-CC and Wallace-Kneeland. This will meet one request from the public for more frequent service in high traveled areas. The Service Review Committee is working on several ideas for service improvement including some pilot areas for fixed route.
- Will be scheduling a Community Conversation for May 18.

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

HR Support

- Continuing to work on a refreshed/compliant employee handbook.
- Reviewed performance reviews for agency staff throughout the month.
- Request all staff to update personnel profile information to ensure proper communication information on hand.
- Reviewed unscheduled/unexcused absences since the revisions to MTA's sick leave policy effective January 1, 2019.

Recruiting

- We currently have no open recruitments. If the 3 drivers in our current class graduate, we will remain two drivers short. A much improved number. We will consider another Driver class early to mid-summer in preparation of known upcoming retirements.

Administrative Functions

- Submitted the NTD annual report and responded to first round of validation questions from WSDOT. This report is a summary of our fleet and facilities status, the prior year's miles, hours, and passenger trip performance, with the applied financial implications associated to each service type.
- The 2018 Annual Report is substantially complete. Our goal is to submit to SAO mid-April ahead of the May 30 due date in hopes of an early summer annual audit.
- Reviewed sustainability projections and financial key performance indicators. Results included in this board packet.
- Upon reviewing and updating job descriptions for each of our accounting staff, we are in the process of reorganizing some tasks to allow for learning opportunities and greater efficiency within the department.

Training

- Attended WSTA Finance Committee meeting.
- Attended WSTIP Board Meeting.
- Attended FTA's Annual Drug and Alcohol conference. This was a valuable event for several reasons. Drug and Alcohol Program Managers (DAPMs) from eight neighboring transit agencies, as well as compliance staff from WSDOT were in attendance from the western Washington region. Having the opportunity to extensively network within this group provided valuable insight to learn how those of us in similar roles deal with common or potential issues that face our agencies. Visibility at educational opportunities such as this annual conference allows auditors from both the FTA and WSDOT to see our commitment to learning; ensuring our mission of public safety by running a compliant D&A program. The information presented at this conference provided validation for our program compliance, as well as tips to ensure future audits are free of issues for the agency and vendor partners.
- Attended Summit Law's: Wage and Hour Law Fundamental webinar. This was important training on FLSA basics and common areas of misconceptions of the law.

MAINTENANCE/FACILITIES – Marshall Krier

Maintenance Shop and Facilities

- **Roof Replacement:** The roof replacement for buildings 3&4 has started and the project is moving along quickly. They have almost completed the sheeting replacement on building 4.
- **WSTA Committee:** Brenton Schnitzer, Steve Kellam and I attended the Spring WSTA meeting and Forum in Spokane. Topics of discussion included:
Battery powered buses

Pedestrian awareness technology
Cummins EV drive
Fuel storage tank maintenance
Bus fire suppression

- **Radich building:** Steve Weisenbach, T-CC Superintendent, and I met with an engineer to inspect and recommend roofing options for the Radich building on March 20. We are awaiting the final report to help us decide on how we should proceed with repairs.
- **Staff Vehicles:** We took delivery of our 2019 Ford Escape staff vehicle, the 2019 Chevrolet Colorado service truck and placed them into service. We are still waiting on the new Silverado truck; and we expect delivery by the June 1. We have also moved vanpool 6602 and 7628 to the staff car fleet.
- **Solar Kits for Shelters:** We recently received 10 solar light kits for our bus shelters. We will begin installation soon and expect the project completed by the end of summer.

T-CC Facility user traffic report:

Once again it was a rather slow month at the T-CC as the inclement weather just kept holding on. Numbers reflected the heavy snow, as people weren't driving unless necessary during the first two weeks of March. Just as in February, many events, programs, and classes were cancelled because of hazardous road conditions.

Gym: March use came in right about 800 people this month which included our weekly pickle ball program, Choice P.E., and the Sanderson Field R.C. Flyers activities.

Conference room: March use was at 107 guests attending the City of Shelton Council Retreat, a Celebration of Life event, the monthly MTA Board meeting, MTA CPR training, monthly tenant gatherings, and the Job Club sponsored by Arc of the Peninsulas.

Kitchen: The Shelton School District held another successful "Healthy Cooking Class" which drew 25 participants into the commercial kitchen.

Additional notes: March continued to test our resolve keeping the T-CC, bus lanes and sidewalks free of snow and ice. Once again, a big thanks to Mike Morrison, Brenton Schnitzer, Mike Ringgenberg, and Marshall Krier for going the extra mile by coming in early, modifying shifts and putting in a whole lot of effort! Much appreciated! As the weather is finally releasing its grip on winter, we are beginning to go forward with some of our spring projects.

T-CC Building

- We have begun some power washing of trouble areas at the T-CC; painting the passenger restrooms; minor landscaping tasks; and a window washing schedule.
- Ordered safety ladder for the Armory.
- Replaced over a dozen fluorescent tubes throughout the facility.
- Repaired faulty dialer on alarm system. It is now cellular.
- Conducted evaluation with engineer of the structural integrity of the roof on the Radich building. We are working on request for bid documents while waiting for response from the engineer.
- Working on bird situation in atrium.
- Completed annual fire alarm/sprinkler inspections with Ace Fire and Security.
- Completed annual elevator testing in Leeds Building with Thyssen Krupp.
- Continuing coordination with Josh regarding "Double Map" sign installation.
- Supported Matt C. and John M., with OPs issues.
- Repaired pressure washer for summer projects.
- We received several quotes for a new scissor lift for the T-CC with a decision to be made in April.
- Installed a new drum drip replacement pipe and drained T-CC drum drips.
- Continued MTA CPR training in conference room.
- Hosted City of Shelton's' Council Retreat.
- Worked with Paul's Electric on outside lights/water heater pump and are awaiting a quote to move some conduit for the Double Map project.
- Worked with Robison's on leaking hot water tank in Gym building.
- Hosted ARC Job Club in conference room.
- Began spring painting in passenger restrooms.
- Began spring power washing.

- Getting quotes for 5-year internal pipe exam of sprinkler system. Gauge replacement and FDC flush.

OPERATIONS – Mike Ringgenberg

- **BOTL:** Busing on the Lookout is a program designed to educate bus drivers on the ways human trafficking intersects with buses. All Operations staff have completed BOTL training and we will now add Public Service Announcements to the buses so that victims will see them and can self-report.
- **Bus Shelters:** Washington Corrections Center will be pouring concrete for the placement of a new shelter at their location and the City of Shelton will be pouring concrete for a bus stop shelter at Fairmont Cove apartments.
- **Doublemap:** We have added cell boosters to six of the buses and have noticed an increase in cell service. Doublemap is still working on the software issues and hopes to have it completed in the next 30 days.
- **Employee Appraisals:** Operation Supervisors are continuing to meet with all staff to provide 2018 Employee Appraisals.
- **New Drivers' Class:** The March 20 new drivers' class is underway, and we have 3 new team members: Nathan Zimbeck, Mark Lewis, and Cody Phillips. Welcome to the TEAM!
- **MTA Drivers' Manual:** Matt C has finished his first draft review of the drivers' manual. The Operations team will now start weekly meetings to finish the second review. Once completed, we will send out the third draft to drivers for their review and comments.
- **Road Construction in Shelton:** Road construction has started back up in Shelton. Operations staff are in constant contact with the City to ensure we are aware of upcoming road changes. Rider alerts and tweets have been going out to our customers as soon as we have new information to share.
- **Outreach Presentations:** In March, Kathy conducted outreach events at: Thurston/Mason High School Transition Fair and Choice High School Career Fair. Kathy attended the following meetings: Moving Mason Forward, two TMBHO meetings and WSTA vanpool meeting at Pierce Transit.
- **Service Review Committee:** SRC is meeting weekly to prepare for the June 3 shake up and to prepare for the October 7 shake up.
- **Test Drive:** MTA is scheduled to test drive another small vehicle April 8-12. Drivers will be asked to provide both positive and negative insights about this vehicle to help us determine if it would be beneficial to the fleet.
- **Training:** Two Operations Supervisors attended the WSTIP supervisor class "Successfully Managing People & Performance". We conducted 3 defensive driver evaluations for van pool/community van drivers and conducted CPR/FA/AED classes for 9 individuals.
- **Vanpool:** Usage rate for February 2019 dropped to 43%; 7 of 16 vans were in use. Staff is in the process of considering reducing the amount of vans available for vanpool down to ten. Six vans would move out of vanpool. Of the 6, 1 would move to staff vehicle and 5 would be auctioned and/or moved to the Community Van program or Van Grant program.

2019 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2019 Work Items	Completed as of 4/16/19	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Progress
Strategic Plan Approved		Δ				Continued work.
Employee Handbook Approved		Δ				Continued work.
Create Financial Management Policy Manual			Δ			
KPI reporting - dashboard to board beginning 1st quarter		Δ	Δ			Dashboard layout in progress.
Develop route deviation, stroller, service animal, no-show policies for Operations		Δ	Δ	Δ		Researching Service Animal policies and new law - Update: Waiting for WSDOT for direction. Stroller Policy is being reviewed and will go to committee in May.
Develop a light duty and position transition policies for HR	X	Δ				Light Duty Policy was already completed. The policy for transitioning to a new position will be included in the employee handbook revision.
Develop an Employee Engagement Plan		Δ	Δ	Δ		A committee has been formed to create an employee engagement plan. The committee consists of driving and admin staff - UPDATE: Continued meetings. Danette meeting with each employee instead of a survey.
Wage analysis		Δ	Δ			Have begun work on this. Currently working on wage analysis for finance positions.
Union Negotiations			Δ	Δ		
Quarterly driver training		Δ	Δ	Δ	Δ	PASS and First Aid training completed for 1st Quarter. Operations completed on "Busing on the Lookout" which is a training to help in awareness of sex trafficking.
Prepare a Welcome package for new DAR riders		Δ	Δ			
Quarterly ridership analysis and outreach initiative		Δ	Δ	Δ	Δ	Working on the analysis.
Community Conversations			Δ		Δ	Tentatively scheduled for May 18, 2019
Public Outreach for service changes		Δ	Δ	Δ	Δ	Kathy has been out talking with large employers to assist with aligning morning and afternoon commuter times. She is also working with Intercity and Kitsap Transits. Preparing for service changes to route 9 that will take effect June 3, 2019.
Service change implementation plan		Δ	Δ			Service Review Committee is reviewing Nelson/Nygaard suggestions. A timeline has been prepared.
Bus builds for coaches and cutaways				Δ	Δ	
Roof replacement on Building 3 and 4		Δ	Δ			CHG has begun roof replacement. Expected to be complete by June 1. Had funding for chip sealing parking lot and stripping, catch basin cleanout and new gate. All projects will be complete by June 30, 2019.
Records Management - Network reorganization		Δ	Δ	Δ	Δ	IT is working on a process for moving old electronic records as the first step.
IT infrastructure improvements and computer replacement		Δ	Δ			Items have been purchased and are on-site ready for installation. Also ordering camera upgrades for buses and additional storage for cameras at T-CC
Park & Ride project (through 2023)		Δ	Δ	Δ	Δ	See Park & Ride informational page for update.
T-CC parking lot construction		Δ	Δ	Δ		See General Manager's report for unupdate.