



## AGENDA

Mason Transit Authority Board  
Regular Meeting  
May 21, 2019, 4:00 p.m.  
Mason Transit Authority  
to be held at the following location:  
*Transit-Community Center  
601 West Franklin Street  
Shelton*

### 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 April 16, 2019 MTA regular Board meeting
2. Pg. 07: Financial Reports: April, 2019
3. Pg. 14: Check Approval: April 11-May 15, 2019

### REGULAR AGENDA

UNFINISHED BUSINESS: [None]

#### NEW BUSINESS:

1. Pg. 27: 2019 Certifications and Assurances – *ACTIONABLE* (Danette)
2. Pg. 34: Interlocal Agreement with the City of Shelton – Resolution No. 2019-09 – *ACTIONABLE* (Danette)
3. Pg. 58: Interlocal Agreement with PRTPO– Resolution No. 2019-12 – *ACTIONABLE* (Danette)
4. Pg. 80: Agreement with Landau Associates for T-CC Parking Lot Environmental Services - Resolution No. 2019-13 – *ACTIONABLE* (Danette)

### INFORMATIONAL PRESENTATION

1. Pg. 92: Financial Outlook and Operating Margin Update (LeeAnn)

### INFORMATIONAL UPDATES

1. Pg. 100: Operational Statistics
2. Pg. 111: Park and Ride Update
3. Pg. 113: Management Reports

### GENERAL MANAGER'S REPORT

### COMMENTS BY BOARD

### PUBLIC COMMENT

### ADJOURNMENT

**UPCOMING MEETING:**

**Public Hearing on Fare Increases  
Mason Transit Authority  
June 4, 2019 at 5:30 p.m.  
Transit-Community Center  
601 West Franklin Street  
Shelton**

**Mason Transit Authority  
Regular Meeting  
June 18, 2019 at 4:00 p.m.  
Transit-Community Center  
601 West Franklin Street  
Shelton**

**Public Hearing on Fare Increases  
and  
Community Conversations  
Mason Transit Authority  
June 22, 2019 at 10:00 a.m.  
Transit-Community Center  
601 West Franklin Street  
Shelton**

**Public Hearing on Fare Increases  
and  
Community Conversations  
Mason Transit Authority  
June 22, 2019 at 1:00 p.m.  
North Mason Timberland Regional Library  
Meeting Room  
23081 NE State Route 3  
Belfair**

**Public Hearing on Transit Development Plan  
Mason Transit Authority  
July 2, 2019 at 5:30 p.m.  
Transit-Community Center  
601 West Franklin Street  
Shelton**

**Public Hearing on Transit Development Plan  
Mason Transit Authority  
July 10, 2019 at 5:30 p.m.  
North Mason Timberland Regional Library  
Meeting Room  
23081 NE State Route 3  
Belfair**

*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.*



**OPENING PROTOCOL**

**CALL TO ORDER:** 4:32 p.m.

**Authority Voting Board Members Present:** Wes Martin, Vice Chair, Deb Petersen, Don Pogreba, Sandy Tarzwell and Sharon Trask. **Quorum met.**

**Authority Voting Board Members Not Present:** Randy Neatherlin, Chair (arrived at 5:02pm-see below); John Campbell, Kevin Dorcy and Kevin Shutty,

**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; Marshall Krier, Maintenance and Facilities Manager and Josh Jacobs, System Administrator.

**ACCEPTANCE OF AGENDA**

**Moved** that the agenda for the April 16, 2019 Mason Transit Authority (MTA) regular board meeting be approved. General Manager, Danette Brannin, requested that New Business Item 1 and the Informational Presentation be removed from the agenda. **Trask/Tarzwell. 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 March 19, 2019.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for March, 2019 as presented.

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

**Tarzwell/Trask. Motion carried.**

## **REGULAR AGENDA**

### **UNFINISHED BUSINESS**

1. **Amendatory Resolution No. 2019-08** – Tracy Becht, Clerk of the Authority Board, described to the Board that there was a scrivener's error when Resolution No. 2019-07 had been adopted. Legal Counsel, Robert Johnson, described to the Board that it had awarded the bid submitted by CHG Building Systems in the amount of not to exceed \$165,997 and the amount in the title of Resolution No. 2019-07 should have reflected that amount. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-08 to correct the scrivener's error in Resolution No. 2019-07. **Trask/Pogreba. Motion carried.**
2. **Remainder of GCB3098 Capital Construction Project Funding** – Marshall Krier, Maintenance and Facility Manager, described to the Board that MTA submitted a request to WSDOT to seek approval to perform the additional facility repairs and improvements. MTA had received three bids to have the work performed and Affordable Asphalt Company of Tumwater, WA submitted the lowest bid of \$31,553.81. All other projects or purchases are under the \$25k General Manager approval threshold. **Moved** that 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. **Petersen/Tarzwell. Motion carried.**

### **NEW BUSINESS**

2. **Surplus of Staff and Vanpool Vehicles** – Mr. Krier informed the Board that three staff cars, one community van and one vanpool van have exceeded their useful life and are ready for surplus. **Moved** that the Mason Transit Authority Board adopt Resolution No. 2019-10 declaring and approving the surplus and disposal of vehicles as set forth therein. **Trask/Pogreba. Motion carried.**
3. **Americans with Disabilities Policy (POL-504)** – Ms. Brannin spoke to the Board relating to the necessary updates to this policy requested by WSDOT. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-11 and the attached Americans with Disabilities Policy (POL-504). **Tarzwell/Petersen. Motion carried.**
4. **Application for Low or No Emission Program Grant** – Mr. Krier provided the Board with information relating to the Low or No Emission Program grant and that the deadline for filing the grant is May 14, 2019. The current Worker/Driver buses are beyond their useful life and requiring more repairs as a result. He went on to say that requesting the purchase of two hybrid buses will work well for the Worker/Driver program and meet the Governor's mandate for alternative fuel use. Mr. Krier also indicated that the estimated



match of 25%, which is estimated to be \$375,000, would come from reserves. **Moved** that the Mason Transit Authority Board authorize the General Manager to finalize, approve, sign and submit a grant application for the Low or No Emission Vehicles grant program. **Petersen/Pogreba. Motion carried.**

5. **Operations and Maintenance Committee Recommendations on Fares** – Board member Don Pogreba briefed the Board as to the meeting of the Operations and Maintenance Committee and review of the fares. Citizen Advisor to the Board had no additional comments. **The Operations and Maintenance Committee recommends** the approval to increase the adult monthly pass to \$30 and the seniors/persons with disabilities monthly pass to \$10, following public hearings as required. **Motion carried unanimously.**
6. **Approval of Technology Purchase** – Josh Jacobs, System Administrator, recommended to the Board that MTA purchase upgraded AngelTrax high definition camera systems and hard drives for certain buses so that the technology would be in alignment with MTA's new buses as well as satisfying retention requirements for video. **Moved** 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. **Petersen/Trask. Motion carried.**

*[Board Chair Neatherlin arrived at 5:02 pm]*

**INFORMATIONAL UPDATES** – Ms. Brannin briefly described to the Board additional information relating to the park and ride projects.

**GENERAL MANAGER'S REPORT** – Ms. Brannin discussed the gym and its frequent use for event rentals and that if there is ever a complaint, it is about the acoustics. Two bids have been received on costs of panels to resolve acoustic issues and found that they were too expensive. One suggestion was made to explore having manufactured curtains as another facility had done and found it to be a less expensive solution.

**COMMENTS BY BOARD MEMBERS** – Board member Pogreba asked why it was necessary to meet at Port of Allyn as the distance seems to create a problem. The Clerk of the Board had indicated that in years past members of the Board wanted to hold the meeting twice annually at the Port of Allyn so as to provide another location that may be closer to the public should they wish to attend. It was suggested that the Board consider this when setting the 2020 regular meeting schedule, which also sets the location. No public had attended this meeting.

Board member Petersen apologized that she was late as she was in a meeting that went much longer than anticipated and was unable to reach anyone to notify them until the Clerk called.

Board Chair Neatherlin also expressed his apologies, but the car he was driving was dead on the side of the road.

**PUBLIC COMMENT** – None.

**Moved** that the meeting be adjourned.

**ADJOURNED** 5:18 p.m.

**UPCOMING MEETINGS**

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

DRAFT

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Consent Agenda – Item 2 – *Actionable*  
**Subject:** Financial Reports – April 2019  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** May 21, 2019

**Summary for Discussion Purposes:**

Included are the April 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 February 2019 (received April 30, 2019) was \$354,467 – which was approximately 37% higher than budgeted, and 21% higher than February 2018 actual.

*Year-to-Date Revenue & Expenses*

It is expected that YTD revenue and expenses would be at 33.33% (4/12) of the budget through the end of April. Total YTD Revenue is over budget at 37.21%. Total YTD Operating Expenses is slightly under budget at 32.80% after setting aside an additional \$94,955 to capital reserves and excluding operating expenses covered by capital grants.

**Fiscal Impact:**

April's fiscal impact reflects total revenues of \$749,658 and operating expenses of \$678,930 for a net income of \$70,728.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

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

# Mason Transit Authority Statement of Financial Activities

May 2019 Board Report

% through the year: 33.33%

April Statement of Financial Activities

|   | April Actual | 2019 YTD Actual | 2019 Budget | Notes | Percentage of Budget Used |
|---|--------------|-----------------|-------------|-------|---------------------------|
| <b>Revenue</b>                                      |              |                 |             |       |                           |
| Passenger Fares                                     | \$ 8,898     | \$ 31,837       | \$ 103,500  |       | 30.76%                    |
| PSNS Worker/Driver & Vanpool Fares                  | 20,501       | 81,130          | 265,000     |       | 30.62%                    |
| Total Operating Revenue (Fares)                     | 29,399       | 112,967         | 368,500     |       | 30.66%                    |
| Sales Tax   | 308,577      | 1,365,134       | 3,936,179   | (1)   | 34.68%                    |
| Operating Grants                                    | 349,075      | 1,221,721       | 3,189,554   | (2)   | 38.30%                    |
| Rental Income                                       | 15,599       | 58,664          | 143,227     |       | 40.96%                    |
| Investment Income                                   | 14,986       | 55,682          | 45,000      |       | 123.74%                   |
| Other Non-operating Revenue                         | 32,022       | 118,865         | 199,233     | (3)   | 59.66%                    |
| Total Revenue                                       | 749,658      | 2,933,033       | 7,881,693   |       | 37.21%                    |
| <b>Expenses</b>                                     |              |                 |             |       |                           |
| Wages and Benefits                                  | 423,372      | 1,589,048       | 5,919,743   |       | 26.84%                    |
| Contracted services                                 | 17,491       | 61,536          | 208,223     |       | 29.55%                    |
| Fuel  | 34,563       | 115,977         | 400,250     | (4)   | 28.98%                    |
| Vehicle/Facility Repair & Maintenance               | 45,524       | 122,817         | 351,750     | (5)   | 34.92%                    |
| Insurance   | 19,623       | 78,492          | 235,477     |       | 33.33%                    |
| Intergovernmental - Audit Fees                      | -            | -               | 31,000      |       | 0.00%                     |
| Rent - Facilities and Park & Ride                   | 2,440        | 9,760           | 32,000      |       | 30.50%                    |
| Utilities   | 10,687       | 44,502          | 139,781     |       | 31.84%                    |
| Supplies - Equipment                                | 66,431       | 107,366         | 131,720     | (5)   | 81.51%                    |
| Training & Meetings                                 | 7,429        | 15,940          | 74,705      |       | 21.34%                    |
| Other operating expenses                            | 13,806       | 59,309          | 174,863     | (6)   | 33.92%                    |
| Pooled Reserves                                     | 94,955       | 446,540         | 120,000     | (7)   | 372.12%                   |
| (Less Operating Expenses Covered by Capital Grants) | (57,391)     | (86,858)        |             | (5)   |                           |
| Total Operating Expenses                            | 678,930      | 2,564,429       | 7,819,512   |       | 32.80%                    |
| Net Income (Deficit) from Operations                | \$ 70,728    | \$ 368,604      | \$ 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 actuals as well April's accrual.
- (3) Includes Q1 2019's RMG grant actual + April's accrual - \$75,333 LMTAA Volunteer program revenue - \$10,525, Volunteer Donations - \$205, Sale of Maintenance Services \$2,221, Sale of Bus ads \$13,990,
- (4) Average diesel price per gallon year to date is \$2.36. Average gasoline price per gallon year to date is \$3.08
- (5) \$86,858 of operating expenses will be recovered by capital revenue: \$35,595 relate to the JP Roof Replacement Grant for repairing JP building roofs, purchasing cooling fans, and solar lights for shelter; \$895 relates to purchases for the TCC TAP Grant to setup cell phone chargers at the TCC; \$47,566 relates to tech purchases such as new desktops, software, monitors for all users; \$2,802 relates to record retention purchases funded by an OSOS Grant.
- (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: Unemployment Insurance \$6,347, Volunteer Driver Program reimbursements \$10,790, Advertising \$8,064, Merchant/credit card fees \$2,180, Office Equipment Lease \$1,651, Dues, Memberships, Subscriptions \$24,606, 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

May 2019 Board Report

% through the year: 33.33%

|   | 2019 April<br>Actual | 2019 YTD<br>Actual | 2019 Budget         | Notes | Percent of<br>Budget | YTD - Community<br>Center | YTD - Transit<br>Operations |
|---|----------------------|--------------------|---------------------|-------|----------------------|---------------------------|-----------------------------|
| <b>Revenue</b>                              |                      |                    |                     |       |                      |                           |                             |
| T-CC Rental                                 | \$ 13,557            | \$ 51,734          | \$ 125,630          |       | 41.18%               | \$ 51,734                 | \$ -                        |
| Other Revenue                               | -                    | 69                 | -                   |       |                      | 69                        | -                           |
| <b>Total Revenue</b>                        | <b>13,557</b>        | <b>51,803</b>      | <b>125,630</b>      |       | <b>41.23%</b>        | <b>51,803</b>             | <b>-</b>                    |
| <b>Expenses</b>                             |                      |                    |                     |       |                      |                           |                             |
| Wages and Benefits                          | 10,202               | 39,415             | 132,383             |       | 29.77%               | 39,415                    | -                           |
| Contracted services                         | 1,090                | 2,882              | 11,200              | (1)   | 25.73%               | 2,412                     | 470                         |
| Repair & Maintenance                        | 228                  | 4,603              | 14,500              |       | 31.74%               | 3,624                     | 979                         |
| Insurance                                   | 1,306                | 5,224              | 15,673              |       | 33.33%               | 5,224                     | -                           |
| Utilities                                   | 3,851                | 17,205             | 48,370              |       | 35.57%               | 12,216                    | 4,989                       |
| Supplies & Small Equipment                  | 967                  | 3,268              | 14,295              |       | 22.86%               | 2,009                     | 1,259                       |
| Training & Meetings                         | -                    | -                  | 450                 |       | 0.00%                | -                         | -                           |
| Other Operating Expenses                    | -                    | 709                | 3,400               | (2)   | 20.85%               | 675                       | 34                          |
| <b>Total Operating Expenses</b>             | <b>17,644</b>        | <b>73,306</b>      | <b>240,271</b>      |       | <b>30.51%</b>        | <b>65,575</b>             | <b>7,731</b>                |
| <b>Net Income (Deficit) from Operations</b> | <b>\$ (4,087)</b>    | <b>\$ (21,503)</b> | <b>\$ (114,641)</b> |       |                      | <b>\$ (13,772)</b>        | <b>\$ (7,731)</b>           |

(1) YTD Contracted Services is comprised of quarterly elevator inspections \$1,261 Alarm services \$540; IT services \$154.

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

# Mason Transit Authority Cash and Investments

May 2019 Board Report

## Cash Balances

|                             | 3/31/2019              | 4/30/2019              | Change                 |
|-----------------------------|------------------------|------------------------|------------------------|
| Cash - MC Treasurer         | 1,388,640.54           | 1,104,288.10           | (284,352.44)           |
| Investments - MC Treasurer  | 7,369,104.63           | 7,369,104.63           | -                      |
| Payroll - ACH Columbia Bank | 180,000.00             | 177,393.14             | (2,606.86)             |
| Petty Cash/Cash Drawer #1   | 500.00                 | 500.00                 | -                      |
| <b>TOTAL</b>                | <b>\$ 8,938,245.17</b> | <b>\$ 8,651,285.87</b> | <b>\$ (286,959.30)</b> |

## Cash Encumbrances

### Grant Related:

|   |                  |
|---|------------------|
| Two (2) Hybrid Coaches for Worker/Driver Program 20% Match  | 296,538          |
| Two (2) Hybrid Coaches for Worker/Driver Program 25% Match  | 378,000          |
| Nine (9) Cutaway Replacement Vehicles 25% Match   | 481,555          |
| TAP Grant - T-CC & Shelter Replacement  | 10,800           |
| Park & Ride Development Project RMG 2015-2019 Match<br>(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          |
| <b>Total Grant Match</b>  | <b>2,319,393</b> |

### Reserves:

|                                       |                  |
|---------------------------------------|------------------|
| Total Grant Match                     | 2,319,393        |
| General Leave Liability               | 170,568          |
| Operating Reserves                    | 2,000,000        |
| Facility Repair Reserve               | 150,000          |
| Emergency/Insurance Reserves          | 100,000          |
| Capital Project Reserves <sup>1</sup> | 1,146,034        |
| Fuel Reserves                         | 120,000          |
| IT Investments                        | 20,000           |
| <b>Total Encumbered</b>               | <b>6,025,995</b> |

|   |                        |
|---|------------------------|
| Total of Cash   | \$ 8,651,285.87        |
| Less Encumbrances   | \$ 6,025,995.00        |
| <b>Undesignated Cash Balance Total (Including Reserves)</b> | <b>\$ 2,625,290.87</b> |

|                                       |                        |
|---------------------------------------|------------------------|
| Investments - MC Treasurer (Reserves) | \$ 7,369,104.63        |
| Less Encumbrances                     | \$ 6,025,995.00        |
| <b>Undesignated Cash Reserves</b>     | <b>\$ 1,343,109.63</b> |

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

# Mason Transit Authority Capital Budget

May 2019 Board Report

As of April 30, 2019

| Capital Projects                              | Budget               | Grants              | MTA Funding         | YTD               | Project Costs to Date | Purpose  |
|---|----------------------|---------------------|---------------------|-------------------|-----------------------|--|
| IT Items                                      | \$ 125,000           | \$ 125,000          | \$ -                | \$ 123,440        | \$ 123,440            | 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             | 106,859           | 1,729,774             | 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             | -                   | 104,892           | 104,892               | 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             | -                   | -                 | -                     | Reconfigure Operations Transit Office - contingent on sales tax equalization |
| Passenger Amenities and Signage at Stops      | 80,000               | 69,200              | 10,800              | 12,555            | 73,466                | Amenities and Signage for Bus Shelters. Expendable until June 30, 2019       |
| Video Storage Upgrade                         | 68,000               | -                   | 68,000              | 50,181            | 50,181                | Upgrade Angeltrax - contingent on sales tax equalization                     |
| <b>Total Miscellaneous Capital Projects</b>   | <b>7,561,634</b>     | <b>6,581,200</b>    | <b>1,176,300</b>    | <b>397,928</b>    | <b>2,085,037</b>      |  |
| 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             | -                   | 60,563            | 60,563                | To replace staff car and maintenance pickup                                  |
| <b>Total Vehicle Replacements</b>             | <b>3,786,964</b>     | <b>3,014,742</b>    | <b>772,222</b>      | <b>60,563</b>     | <b>60,563</b>         |  |
| <b>Total Capital Projects</b>                 | <b>\$ 11,348,598</b> | <b>\$ 9,595,942</b> | <b>\$ 1,948,522</b> | <b>\$ 458,491</b> | <b>\$ 2,145,600</b>   |  |

Cash encumbered for MTA Funding portion - \$2,319,393.

Capital Project Reserves - 1,146,034 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves monthly.)



# Mason Transit Authority Sales Tax Receipts

May 2019 Board Report

Sales Tax Collected as of 4/30/2019 for 2/28/2019

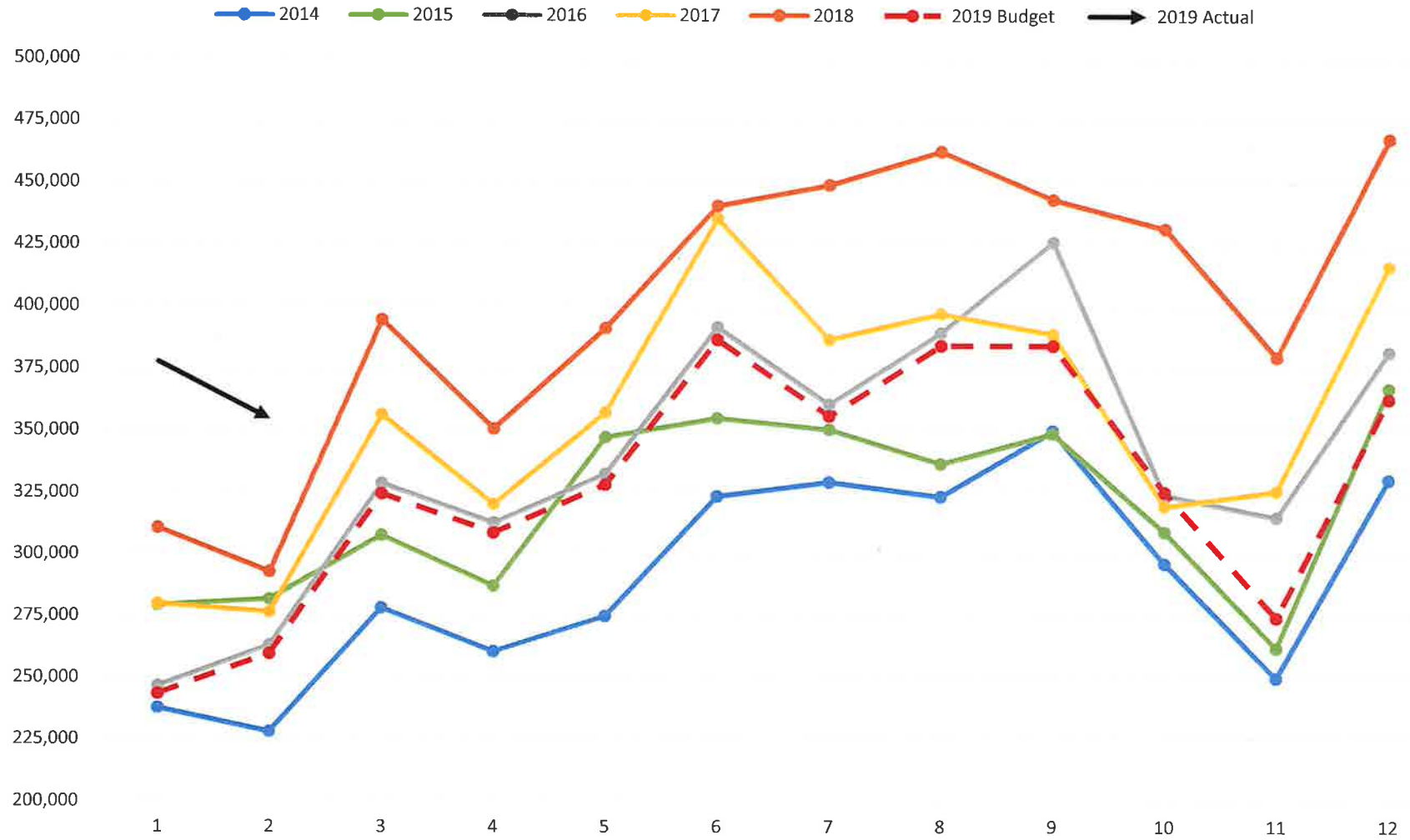
## Monthly Cash-Flow Trend (January - December)

|           | 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     | 354,467     | 37%                  | 21%                         |
| 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   | 732,157     |                      |                             |

Budget Variance Average - YTD 46%

% Change 2018 vs 2019 Actual Average - YTD 21%

# 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:** May 21, 2019

### Summary for Discussion Purposes:

#### Disbursements:

- \*Bud Clary
  - Check #32655 – \$34,467.95 – New Facilities Vehicle Chevrolet Colorado
- \*Dell Marketing L.P.
  - Check #32659 – \$76,684.44 – Replacement Desktops, Laptops, and Server
  - Check #32721 – \$17,556.58 – Replacement Monitors and Server Hardware
- \*Handi-Hut, Inc.
  - Check #32667 – \$8,165.00 – Solar Lights for Bus Shelters
- \*CDW Government
  - Check #32713 – \$11,392.50 – Outdoor Kiosk for TCC
- \*CHG Building Systems, Inc
  - Check #32714 – \$74,492.30 – JP Facility Buildings 3 & 4 Roof Replacement
- \*SCJ Alliance
  - Check #32750 – \$26,299.83 – Park & Ride Project

\* Disbursement grant eligible.

April Purchases Fuel Prices: Diesel \$2.36 Unleaded \$3.08

#### General Manager Travel Expenditures:

- LRI Training – \$330.86
- Gillig Showcase – \$607.30

#### General Manager Expenditures:

- Furniture for Drivers' Lounges at JP and Belfair – \$3,675.67

### Check Disbursement Fiscal Impact:

\$792,334.08

### Staff Recommendation:

Approve.

### Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of April 11, 2019 through May 15, 2019 financial obligations on checks #32645 through #32774, as presented for a total of \$792,334.08.




Mason Transit Authority  
May 21, 2019 Disbursement Approval

The following checks for the period of April 11, 2019 through May 15, 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<br>Accounts Payable Checks | Check Numbers<br>32645-32774 | Total Amount<br>\$792,334.08 |
|--|------------------------------|------------------------------|

| Included within the checks were: |         |            |
|----------------------------------|---------|------------|
|                                  | Check # | Amount     |
| Payroll & DRS – 04/19/2019       | 32647   | 166,500.35 |
| Payroll & DRS – 05/03/2019       | 32703   | 163,583.85 |
|                                  |         |            |
| Bud Clary                        | 32655   | 34,467.95  |
| Dell Marketing                   | 32659   | 76,684.44  |
| Dell Marketing                   | 32721   | 17,556.58  |
| Handi-Hut                        | 32667   | 8,165.00   |
| CDW Government                   | 32713   | 11,392.50  |
| CHG Building Systems, Inc        | 32714   | 74,492.30  |
| SCJ Alliance                     | 32750   | 26,299.83  |
|                                  |         |            |
|                                  |         |            |

Submitted by:  Date: 5/16/19  
 Brian Phillips, Accounting Supervisor

Approved by:  Date: 5-16-19  
 LeeAnn McNulty, Administrative Services Manager

# Mason Transit Authority Check Register

May 2019 Board Report

Activity From 4/11/2019 Through 5/15/2019

| Document Date | Check # | Vendor Name                                      | Amount      |
|---------------|---------|--|-------------|
| 4/22/2019     | 32520   | My Painted Heart (Voided & Reissued)             | \$ (315.52) |
| 4/15/2019     | 32645   | Dept. of Licensing                               | 44.25       |
| 4/15/2019     | 32646   | District 160                                     | 1,447.72    |
| 4/17/2019     | 32647   | Mason Transit Authority - ACH Account            | 166,500.35  |
| 4/24/2019     | 32648   | Aflac  | 715.98      |
| 4/24/2019     | 32649   | AIG Retirement                                   | 310.92      |
| 4/24/2019     | 32650   | Alarm Center                                     | 369.92      |
| 4/24/2019     | 32651   | Associated Petroleum Products, Inc.              | 23,621.59   |
| 4/24/2019     | 32652   | Aramark  | 315.70      |
| 4/24/2019     | 32653   | Bridge Church                                    | 90.00       |
| 4/24/2019     | 32654   | Black Star                                       | 1,134.91    |
| 4/24/2019     | 32655   | Bud Clary  | 34,467.95   |
| 4/24/2019     | 32656   | Fran Cavaille                                    | 185.02      |
| 4/24/2019     | 32657   | CDW Government                                   | 3,067.09    |
| 4/24/2019     | 32658   | Cummins Northwest, LLC                           | 899.40      |
| 4/24/2019     | 32659   | Dell Marketing L.P.                              | 76,684.44   |
| 4/24/2019     | 32660   | Department of Ecology                            | 202.44      |
| 4/24/2019     | 32661   | Dept. of Retirement Systems - PERS Contributions | 25.00       |
| 4/24/2019     | 32662   | EMC - Mason Transit                              | 126.80      |
| 4/24/2019     | 32663   | Employment Security Department - WA State        | 6,346.56    |
| 4/24/2019     | 32664   | Express Services, Inc.                           | 716.48      |
| 4/24/2019     | 32665   | Faith In Action West Sound                       | 50.00       |
| 4/24/2019     | 32666   | Gillig, LLC                                      | 751.20      |
| 4/24/2019     | 32667   | Handi-Hut, Inc.                                  | 8,165.00    |
| 4/24/2019     | 32668   | HR Direct  | 86.79       |
| 4/24/2019     | 32669   | Jim's Auto Repair & Towing                       | 102.53      |
| 4/24/2019     | 32670   | LegalShield                                      | 125.55      |
| 4/24/2019     | 32671   | Les Schwab                                       | 3,922.68    |
| 4/24/2019     | 32672   | Mason County Garbage, Inc.                       | 434.87      |
| 4/24/2019     | 32673   | Mason County PUD #3                              | 98.11       |
| 4/24/2019     | 32674   | Mason Transit Authority - ACH Account            | 13.00       |
| 4/24/2019     | 32675   | Mason County Utilities/Waste Management          | 96.00       |
| 4/24/2019     | 32676   | Mason County Wood Recyclers                      | 20.00       |
| 4/24/2019     | 32677   | Mountain Mist Water                              | 144.57      |
| 4/24/2019     | 32678   | My Painted Heart                                 | 315.52      |
| 4/24/2019     | 32679   | Nisqually Automotive and Towing                  | 437.00      |

# Mason Transit Authority Check Register

May 2019 Board Report

Activity From 4/11/2019 Through 5/15/2019

| Document Date | Check # | Vendor Name                                    | Amount     |
|---------------|---------|--|------------|
| 4/24/2019     | 32680   | Northridge Properties, LLC                     | 1,500.00   |
| 4/24/2019     | 32681   | Northwest Administrators                       | 91,318.50  |
| 4/24/2019     | 32682   | Office Depot, inc.                             | 3,926.45   |
| 4/24/2019     | 32683   | Olympic Lock & Key                             | 19.48      |
| 4/24/2019     | 32684   | Pacific Office Automation                      | 369.23     |
| 4/24/2019     | 32685   | Builders FirstSource                           | 183.20     |
| 4/24/2019     | 32686   | Schetky Northwest Sales, Inc.                  | 57.09      |
| 4/24/2019     | 32687   | Seattle Automotive Distributing                | 1,036.54   |
| 4/24/2019     | 32688   | Sanderson Field RC Flyers                      | 300.00     |
| 4/24/2019     | 32689   | Mason County Journal                           | 195.00     |
| 4/24/2019     | 32690   | The Shoppers Weekly                            | 585.82     |
| 4/24/2019     | 32691   | South Sound Investment Properties, LLC         | 300.00     |
| 4/24/2019     | 32692   | Staples Business Advantage                     | 270.29     |
| 4/24/2019     | 32693   | Super Bee Alignment                            | 185.82     |
| 4/24/2019     | 32694   | ThyssenKrupp Elevator Corp.                    | 630.30     |
| 4/24/2019     | 32695   | Total Battery & Automotive Supply              | 36.08      |
| 4/24/2019     | 32696   | Tozier Brothers, Inc.                          | 72.05      |
| 4/24/2019     | 32697   | United Way of Mason County                     | 45.00      |
| 4/24/2019     | 32698   | Westbay Auto Parts                             | 382.88     |
| 4/24/2019     | 32699   | Westcare Clinic, Inc.                          | 104.00     |
| 4/24/2019     | 32700   | Whisler Communications                         | 1,124.97   |
| 4/24/2019     | 32701   | Washington State Transit Association           | 830.00     |
| 4/29/2019     | 32702   | District 160                                   | 1,302.72   |
| 5/1/2019      | 32703   | Mason Transit Authority - ACH Account          | 163,583.85 |
| 5/9/2019      | 32704   | Advance Glass                                  | 73.44      |
| 5/9/2019      | 32705   | AIG Retirement                                 | 297.11     |
| 5/9/2019      | 32706   | Allstream                                      | 228.89     |
| 5/9/2019      | 32707   | Ecolube Recovery, LLC dba American Petroleum E | 377.04     |
| 5/9/2019      | 32708   | Aramark  | 311.61     |
| 5/9/2019      | 32709   | Judy Arms                                      | 190.24     |
| 5/9/2019      | 32710   | Mick Baker                                     | 973.06     |
| 5/9/2019      | 32711   | Belfair Water District #1                      | 172.82     |
| 5/9/2019      | 32712   | Fran Cavaille                                  | 229.68     |
| 5/9/2019      | 32713   | CDW Government                                 | 11,392.50  |
| 5/9/2019      | 32714   | CHG Building Systems, Inc                      | 74,492.30  |
| 5/9/2019      | 32715   | City of Shelton                                | 564.00     |
| 5/9/2019      | 32716   | Cascade Natural Gas                            | 151.22     |
| 5/9/2019      | 32717   | Comcast  | 202.21     |

# Mason Transit Authority Check Register

May 2019 Board Report

Activity From 4/11/2019 Through 5/15/2019

| Document Date | Check # | Vendor Name                       | Amount    |
|---------------|---------|-----------------------------------|-----------|
| 5/9/2019      | 32718   | Commercial Brake & Clutch, Inc.   | 65.38     |
| 5/9/2019      | 32719   | Cummins Northwest, LLC            | 413.12    |
| 5/9/2019      | 32720   | Gene Currier                      | 712.02    |
| 5/9/2019      | 32721   | Dell Marketing L.P.               | 17,556.58 |
| 5/9/2019      | 32722   | Department of Transportation      | 903.92    |
| 5/9/2019      | 32723   | EMC - Mason Transit               | 126.80    |
| 5/9/2019      | 32724   | Express Services, Inc.            | 358.24    |
| 5/9/2019      | 32725   | Gillig, LLC                       | 4,073.30  |
| 5/9/2019      | 32726   | Gillis Auto Center, Inc.          | 72.03     |
| 5/9/2019      | 32727   | Carolyn Gravatt-Bowles            | 409.01    |
| 5/9/2019      | 32728   | Hood Canal Communications         | 1,829.16  |
| 5/9/2019      | 32729   | HR Direct                         | 260.37    |
| 5/9/2019      | 32730   | Robert W. Johnson, PLLC           | 1,600.00  |
| 5/9/2019      | 32731   | Les Schwab                        | 4,026.80  |
| 5/9/2019      | 32732   | Mason County PUD #3               | 5,291.03  |
| 5/9/2019      | 32733   | Mathis Exterminating              | 146.48    |
| 5/9/2019      | 32734   | Cheryl Moore                      | 162.40    |
| 5/9/2019      | 32735   | Mountain Mist Water               | 118.88    |
| 5/9/2019      | 32736   | Nancy C. Murphy                   | 164.72    |
| 5/9/2019      | 32737   | Mood Media                        | 108.36    |
| 5/9/2019      | 32738   | Judy Nicholson                    | 118.32    |
| 5/9/2019      | 32739   | North Mason Chamber of Commerce   | 150.00    |
| 5/9/2019      | 32740   | Office Depot, inc.                | 138.54    |
| 5/9/2019      | 32741   | Olympic Lock & Key                | 192.36    |
| 5/9/2019      | 32742   | Pacific Office Automation         | 352.17    |
| 5/9/2019      | 32743   | Pitney Bowes Purchase Power       | 171.00    |
| 5/9/2019      | 32744   | Pacific Power Group, LLC          | 254.21    |
| 5/9/2019      | 32745   | Builders FirstSource              | 114.64    |
| 5/9/2019      | 32746   | Progressive Business Publications | 299.00    |
| 5/9/2019      | 32747   | Reliable Electric, Inc.           | 422.49    |
| 5/9/2019      | 32748   | Rexus Corporation                 | 174.00    |
| 5/9/2019      | 32749   | Schetky Northwest Sales, Inc.     | 142.43    |
| 5/9/2019      | 32750   | SCJ Alliance                      | 26,299.83 |
| 5/9/2019      | 32751   | Seattle Automotive Distributing   | 375.20    |
| 5/9/2019      | 32752   | The Shoppers Weekly               | 308.63    |
| 5/9/2019      | 32753   | Sportworks Northwest, Inc.        | 452.63    |
| 5/9/2019      | 32754   | Staples Business Advantage        | 660.98    |
| 5/9/2019      | 32755   | Super Bee Alignment               | 98.37     |



# Mason Transit Authority Check Register

May 2019 Board Report

Activity From 4/11/2019 Through 5/15/2019

| Document Date | Check # | Vendor Name                                     | Amount               |
|---------------|---------|---|----------------------|
| 5/9/2019      | 32756   | Tahuya Community Club                           | 35.00                |
| 5/9/2019      | 32757   | Titus-Will                                      | 3,010.25             |
| 5/9/2019      | 32758   | Total Battery & Automotive Supply               | 87.56                |
| 5/9/2019      | 32759   | Tozier Brothers, Inc.                           | 89.96                |
| 5/9/2019      | 32760   | ULINE   | 861.70               |
| 5/9/2019      | 32761   | United Way of Mason County                      | 90.40                |
| 5/9/2019      | 32762   | U.S. Bank                                       | 11,657.60            |
| 5/9/2019      | 32763   | Verizon Wireless                                | 481.57               |
| 5/9/2019      | 32764   | Voyager Fleet Systems, Inc.                     | 8,257.86             |
| 5/9/2019      | 32765   | Washington State University - Conference Manage | 1,150.00             |
| 5/9/2019      | 32766   | Washington Department of Corrections            | 813.75               |
| 5/9/2019      | 32767   | Westbay Auto Parts                              | 1,526.77             |
| 5/9/2019      | 32768   | Westcare Clinic, Inc.                           | 85.00                |
| 5/9/2019      | 32769   | Wetherholt and Associates, Inc.                 | 1,405.50             |
| 5/9/2019      | 32770   | Whisler Communications                          | 1,746.31             |
| 5/9/2019      | 32771   | AWorkSAFE Service, Inc.                         | 158.00               |
| 5/9/2019      | 32772   | Washington State Transit Association            | 100.00               |
| 5/9/2019      | 32773   | Washington State Transit Insurance Pool         | 300.00               |
| 5/13/2019     | 32774   | District 160                                    | 1,302.72             |
|               |         |   | <u>\$ 792,334.08</u> |

# Mason Transit Authority Credit Card Activity

May 2019 Board Report

## April Activity

| GL Title                          | Transaction Description                              | Expenses  |    |
|-----------------------------------|--|-----------|----|
| Construction in Progress P&R      | City of Shelton - Pear Orchard P/R Permit            | \$ 117.00 | GM |
| Employee Recognition              | USPS - Ship Volunteer Recognition Gifts              | 43.51     |    |
| Employee Recognition              | Walmart - Volunteer Recognition                      | 115.68    |    |
| Contract Services                 | SMARSH - Email Archiving                             | 416.00    | GM |
| Contract Services                 | SMARSH - Social Media Archiving                      | 50.00     | GM |
| Contract Services                 | SMARSH - Verizon Archiving                           | 140.00    | GM |
| Facility Repair/Maintenance       | Amazon - Locking Outlet                              | 3.99      |    |
| Facility Repair/Maintenance       | Amazon - Locking Outlet                              | 6.98      |    |
| Facility Repair/Maintenance       | Home Depot - Facility Irrigation                     | 41.26     |    |
| Facility Repair/Maintenance       | Home Depot - Facility Irrigation                     | 52.67     |    |
| Facility Repair/Maintenance       | Home Depot - Facility Irrigation Project             | 167.48    |    |
| Facility Repair/Maintenance       | Mclendons - Belfair Sink                             | 35.79     |    |
| Facility Repair/Maintenance       | Mclendons - Belfair Toilet                           | 22.77     |    |
| Facility Repair/Maintenance       | Safeway - Batteries                                  | 6.52      |    |
| Facility Repair/Maintenance       | Tractor Supply - Tarp                                | 42.30     |    |
| Facility Repair/Maintenance       | Walmart - Belfair Light                              | 19.41     |    |
| Facility Repair/Maintenance       | Walmart - Garden Hose                                | 32.36     |    |
| Facility Repair/Maintenance       | Walmart - Garden Hose                                | 32.36     |    |
| Operating Supplies                | Mapbooks4u.com - Mason County Map Books              | 421.15    |    |
| Office Supplies                   | Amazon - Flash Drives for Public Records Requests    | 108.40    |    |
| Office Supplies                   | Olympic Lock and Key - TCC Cash Drawer Keys          | 21.30     |    |
| Office Supplies                   | Walmart - First Aid Kits                             | 18.20     |    |
| Shop Supplies                     | Walmart - Batteries                                  | 17.67     |    |
| Safety Training Material & Supply | Tractor Supply - Flags for Safety                    | 28.11     |    |
| Shelter Supplies                  | Walmart - Trash Bags (Shutters)                      | 39.12     |    |
| IT Equipment                      | Amazon - Charging Station                            | 272.61    |    |
| IT Equipment                      | Amazon - Danette's Laptop                            | 1,367.09  |    |
| IT Equipment                      | Amazon - Firewall Rack Mount                         | 161.67    |    |
| IT Equipment                      | Amazon - TCC Camera Upgrade                          | 939.35    |    |
| IT Equipment                      | Display 2 Go - Charging Station                      | 622.74    |    |
| IT Equipment                      | Platt - TCC Sign                                     | 7.15      |    |
| IT Equipment                      | Probuild - TCC Sign                                  | (6.93)    |    |
| IT Equipment                      | Probuild - TCC Sign                                  | 6.93      |    |
| IT Equipment                      | Walmart - Maint. Phone                               | 16.29     |    |
| Small Tools & Equipment           | Amazon - Battery Clock                               | 21.29     |    |
| Small Tools & Equipment           | Amazon - Battery Clock for TCC Ramp                  | 32.63     |    |
| Small Tools & Equipment           | Amazon - Small Tool                                  | 94.23     |    |
| Small Tools & Equipment           | Amazon - Small Tool                                  | 230.71    |    |
| Small Tools & Equipment           | Cornwell - Shop tool                                 | 20.18     |    |
| Small Tools & Equipment           | Vericom - Shop Tools                                 | 68.00     |    |
| Garbage                           | Mason Count Landfill - Fee                           | 2.00      |    |
| Garbage                           | Mason Count Landfill - Garbage                       | 59.02     |    |
| Veh License/Registration Fee      | Mason County Auto - Licensing Colorado               | 55.00     |    |
| Dues, Memberships, Subscriptions  | Adobe - Acrobat Pro Subscription                     | 16.26     | GM |
| Dues, Memberships, Subscriptions  | IIMC - Membership Dues                               | 170.00    |    |
| Dues, Memberships, Subscriptions  | WMCA - Membership Dues                               | 75.00     |    |
| Travel & Meeting Expense MTA      | Alaska Airlines - Gillig Visit                       | 198.60    | GM |
| Travel & Meeting Expense MTA      | Alaska Airlines - Gillig Visit                       | 198.60    | GM |
| Travel & Meeting Expense MTA      | Campbell's Resort - ADA Issue & Solutions Conference | 209.06    |    |

# Mason Transit Authority Credit Card Activity

May 2019 Board Report

## April Activity

| GL Title                     | Transaction Description                                  | Expenses            |    |
|------------------------------|--|---------------------|----|
| Travel & Meeting Expense MTA | Capital Campus Parkig - GPAC Meetings                    | 4.00                | GM |
| Travel & Meeting Expense MTA | Capital Campus Parkig - GPAC Meetings                    | 4.00                | GM |
| Travel & Meeting Expense MTA | Davenport - WSTA Maintenance Meeting                     | 358.83              |    |
| Travel & Meeting Expense MTA | Davenport - WSTA Maintenance Meeting                     | 358.83              |    |
| Travel & Meeting Expense MTA | Davenport - WSTA Maintenance Meeting                     | 398.01              |    |
| Travel & Meeting Expense MTA | Edgewater - ESD Economic Outlook                         | 229.38              | GM |
| Travel & Meeting Expense MTA | Extracar - Airport & Parking IPMA                        | 51.64               |    |
| Travel & Meeting Expense MTA | Fred Meyer - Water for Board Meetings                    | 2.93                |    |
| Travel & Meeting Expense MTA | Hyatt Milwaukee - FTA D&A Conference                     | 414.36              |    |
| Travel & Meeting Expense MTA | La Quinta - Gillig Site Visit                            | 197.89              | GM |
| Travel & Meeting Expense MTA | La Quinta - Gillig Site Visit                            | 197.90              | GM |
| Travel & Meeting Expense MTA | MasterPark - Airport Parking FTA Conference              | 86.54               |    |
| Travel & Meeting Expense MTA | Sea Tac - Parking Gillig Trip                            | 60.00               | GM |
| Travel & Meeting Expense MTA | WAPRO - Public Records Training                          | 118.91              |    |
| Travel & Meeting Expense MTA | WAPRO - Public Records Training                          | 127.53              |    |
| Travel & Meeting Expense MTA | Westin Westminster - Lodging IPMA Conference             | 502.89              |    |
| Travel Expense - VD Program  | Amazon - Book  | 10.88               | GM |
| Conference Registration      | SHRM - 1/2 day conference registration                   | 75.00               |    |
| Training / Seminars          | Grand Hotel Salem - Attend WSTA Clerks Committee Meeting | 208.30              |    |
| Advertising/Promotion Media  | Personalized Paper - MTA Notepads                        | 303.34              |    |
| Advertising/Promotion Media  | Quality Logo - Blinky Lights                             | 390.31              |    |
| Advertising/Promotion Media  | Transportation Choices Buy- Ride Transit Swag            | 168.62              |    |
| Passenger Parking Facilities | All Star Storage - Belfair Parking                       | 550.00              |    |
|                              |  | <u>\$ 11,657.60</u> |    |

# COPY



## Expense Reimbursement Request

Name: Danette Brennan

Team: Admin

Date Submitted

5/10/19

Manager's Approval: \_\_\_\_\_

| DATE   | DESCRIPTION/PURPOSE                             | Air & Trans. | Lodging | Fuel / Mileage | Phone | Meals & Tips | Supplies | Other    | TOTAL    |
|--------|---|--------------|---------|----------------|-------|--------------|----------|----------|----------|
| 5/9/19 | Furniture Connexion                             |              |         |                |       |              |          |          |          |
|        | Furniture for Drivers' Lounge at J.P. & Belfair |              |         |                |       |              |          | 3,675.67 |          |
|        |   |              |         |                |       |              |          |          |          |
|        |   |              |         |                |       |              |          |          |          |
|        |   |              |         |                |       |              |          |          |          |
|        |   |              |         |                |       |              |          |          |          |
|        |   |              |         |                |       |              |          |          |          |
|        |   |              |         |                |       |              |          |          |          |
|        |   |              |         |                |       |              |          |          |          |
|        |   |              |         |                |       |              |          |          |          |
|        |   | 0.00         | 0.00    | 0.00           | 0.00  | 0.00         | 0.00     | 0.00     |          |
|        |   |              |         |                |       |              |          |          | 3,675.67 |

pay through A/P.

SUBTOTAL 3,675.67

For Office Use Only  
Signature [Handwritten Signature]

ADVANCES\*\*

TOTAL REIMBURSEMENT 3,675.67

Don't forget to attach original receipts

Date 5/10/19

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof. \*\* If an advance has been received, please attach the signed, approved "Travel Approval/Travel Advance request."

For Finance Dept Use - I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligation against Mason Transit Authority, and that I am authorized to certify to said claim. Signed by:

\$ 2,320.35 504350-50  
\$ 1,355.32 u - 65

20190510DB

**MASON TRANSIT AUTHORITY TRAVEL FORM (FRM-402B)**

**I. Pretrip Authorization**

1. Name: Danette Brannin Event: Gillig Showcase  
 2. Destination: Livermore, CA Departure Date: 4/29/19 Return Date: 4/30/19  
 3. Estimated Total Cost of Travel (registration, airfare, lodging, meals, car etc.) Total: \_\_\_\_\_  
 4. Advance Travel Request Amount \$ \_\_\_\_\_ **-- Event Agenda must be Attached--**  
 5. Mode(s) of travel to be used: Car / airplane 6. Using a Staff Car? Y /  N  
 7. Approved by: \_\_\_\_\_ 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    | \$ 99              |  |                 | \$ 99            |
| Airline Travel:                              | \$ 198.60          |  | \$ 198.60       | \$               |
| Rental Car                                   | \$ 51.81           |  | \$ 51.81        | \$               |
| Lodging:                                     | \$ 197.89          |  | \$ 197.89       | \$               |
| Registration fees:                           | \$                 | \$                                     | \$              | \$               |
| Mileage: <u>105.40</u> miles X .58 per mile* | \$ 61.13           |  |                 | \$ 0             |
| Mileage (Pers Veh): _____ miles X .29 mile*  | \$                 |  |                 | \$               |
| Airport Parking/Parking Lot                  | \$ 50              |  | 60              | \$               |
| Shuttle / Taxi                               | \$                 |  |                 | \$               |
| Bridge Toll / Ferry                          | \$                 |  |                 | \$               |
|  | \$                 |  |                 | \$               |
|  | \$                 |  |                 | \$               |
| <b>TOTAL</b>                                 | \$ 658.43          | \$                                     | \$ 508.30       | \$ 99            |

*ook staff car*

• 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:   | \$ 0          | \$ 508.30    | \$ 99      |
| 1. Less total cash advances |               |              | \$         |
| 2. Total reimbursement due  |               |              | \$ 99.00 ✓ |
| 3. Or total due to MTA      |               |              | \$         |

**TOTAL TRAVEL EXPENSES** (add totals in the Total Expenses line Section B) \$ 607.30

**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>5/6/19</u>            | 3. Team Leader Signature: _____ | 4. Date: _____ |
| Finance Use Only                          |                                   |                                 |                |
| 5. Travel General Ledger Account #: _____ | 7. Audited By: <u>[Signature]</u> | 8. Date: <u>5/8/19</u>          |                |

**COPY**



**IV. Meal Calculation**

**WASHINGTON DAILY MEAL ALLOWANCE CHART**

EFFECTIVE 10/1/2018

USE THIS TABLE TO ESTIMATE YOUR PER DIEM MEALS AND ENTER THE AMOUNT IN SECTION A. LINE 1 TRAVEL ESTIMATE

|  | All others  | Benton Franklin | Spokane     | Pierce      | Washington<br>Everett | Grays Harbor<br>Thurston | King, Clallam<br>Jefferson |
|--|-------------|-----------------|-------------|-------------|-----------------------|--------------------------|----------------------------|
| INCIDENTALS  | \$5         | \$5             | \$5         | \$5         | \$5                   | \$5                      | \$5                        |
| BREAKFAST  | \$13        | \$16            | \$14        | \$17        | \$15                  | \$16                     | \$18                       |
| LUNCH  | \$14        | \$17            | \$16        | \$18        | \$16                  | \$17                     | \$19                       |
| DINNER   | \$23        | \$28            | \$26        | \$31        | \$28                  | \$28                     | \$34                       |
| <b>TOTAL</b>   | <b>\$55</b> | <b>\$66</b>     | <b>\$61</b> | <b>\$71</b> | <b>\$64</b>           | <b>\$66</b>              | <b>\$76</b>                |
| <b>FIRST &amp; LAST DAY OF TRAVEL (for overnight travel that exceeds 6 hours each way)</b> | \$41.25     | \$49.50         | \$45.75     | \$53.25     | \$48.00               | \$49.50                  | \$57.00                    |

Incidental Expense: Applicable daily when in travel status out of town. This covers fees and tips given to porters, baggage carriers, hotel staff, taxi/shuttle drivers and other similar miscellaneous expenses. For Out-Of-State Travel Per Diem rates, attach the GSA Per Diem Rates from [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)

**USE THIS CHART TO TRACK YOUR DAILY MEAL ALLOWANCE**

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

| TRAVEL DATES:            |     |     | 4/29         |     | 4/30  |     |     |     |     |     |     |     |     |     |
|--------------------------|-----|-----|--------------|-----|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                          | Est | Act | Est          | Act | Est   | Act | Est | Act | Est | Act | Est | Act | Est | Act |
| INCIDENTALS              |     |     | <del>X</del> |     |       |     |     |     |     |     |     |     |     |     |
| BREAKFAST                |     |     |              |     |       |     |     |     |     |     |     |     |     |     |
| LUNCH                    |     |     |              |     |       |     |     |     |     |     |     |     |     |     |
| DINNER                   |     |     |              |     |       |     |     |     |     |     |     |     |     |     |
| FIRST OR LAST TRAVEL DAY |     |     | 49.50        |     | 49.50 |     |     |     |     |     |     |     |     |     |
| <b>TOTAL</b>             |     |     | 49.50        | ✓   | 49.50 | ✓   |     |     |     |     |     |     |     |     |

Coding for Meals if they are not to be included: P= Provided by Conference/Other D= Declined by Traveler

**ACTUAL MEAL ALLOWANCE (PER DIEM):**

**99.00**

\*Transfer your Meal total to Section A, Line 1, Employee Expense.

| Lodging Rates | All Others | Benton, Franklin | Spokane | Pierce | Snohomish                        | Clark, Cowlitz, Skamania       | Thurston | Grays Harbor                    | Clallam, Jefferson              | King                            |
|---------------|------------|------------------|---------|--------|----------------------------------|--------------------------------|----------|---------------------------------|---------------------------------|---------------------------------|
| Year-Round    | \$94       | \$97             | \$105   | \$121  | Oct-May \$113<br>June-Sept \$138 | Mar-Oct \$152<br>Nov-Feb \$149 | \$127    | Jul-Aug \$133<br>Sept-Jun \$102 | Jul-Aug \$161<br>Sept-Jun \$108 | Jun-Sept \$257<br>Oct-May \$189 |

**MASON TRANSIT AUTHORITY TRAVEL FORM (FRM-402B)**

**I. Pretrip Authorization**

1. Name: Danette Brannin Event: LRI Training  
 2. Destination: Yakima Departure Date: 5/1/19 Return Date: 5/3/19  
 3. Estimated Total Cost of Travel (registration, airfare, lodging, meals, car etc.) Total: 546.62  
 4. Advance Travel Request Amount \$ 0 **-- Event Agenda must be Attached--**  
 5. Mode(s) of travel to be used: Personal car or staff 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   | \$ 89              |  |                 | \$ 89.00         |
| Airline Travel:                             | \$                 |  | \$              | \$               |
| Rental Car                                  | \$                 |  | \$              | \$               |
| Lodging:                                    | \$ 241.86          |  | \$ 241.86       | \$               |
| Registration fees:                          | \$ 0               | \$                                     | \$              | \$               |
| Mileage: <u>372</u> miles X .58 per mile*   | \$ 215.76          |  |                 | \$ 0             |
| Mileage (Pers Veh): _____ miles X .29 mile* | \$                 |  |                 | \$               |
| Airport Parking/Parking Lot                 | \$                 |  |                 | \$               |
| Shuttle / Taxi                              | \$                 |  |                 | \$               |
| Bridge Toll / Ferry                         | \$                 |  |                 | \$               |
|   | \$                 |  |                 | \$               |
|   | \$                 |  |                 | \$               |
| <b>TOTAL</b>                                | \$ 546.62          | \$                                     | \$ 241.86       | \$ 89.00         |

\* staff car

- 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:   | \$ 0 | \$ 241.86 | \$ 89.00 |
| 1. Less total cash advances |      |           | \$ 0     |
| 2. Total reimbursement due  |      |           | \$ 89.00 |
| 3. Or total due to MTA      |      |           | \$       |

\* Maximum - Depends on other staff attending and whether vehicle is available

**TOTAL TRAVEL EXPENSES** (add totals in the Total Expenses line Section B)

\$ 330.86

**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>5/6/19</u>            | 3. Team Leader Signature: _____ | 4. Date: _____         |
| Finance Use Only                          |                                   |                                 |                        |
| 5. Travel General Ledger Account #: _____ | 7. Audited By: <u>[Signature]</u> |                                 | 8. Date: <u>5/8/19</u> |

COPY



**IV. Meal Calculation**

**WASHINGTON DAILY MEAL ALLOWANCE CHART**  
EFFECTIVE 10/1/2018

USE THIS TABLE TO ESTIMATE YOUR PER DIEM MEALS AND ENTER THE AMOUNT IN SECTION A. LINE 1 TRAVEL ESTIMATE

|   | All others  | Benton Franklin | Spokane     | Pierce      | Cowlitz, Clark Skamania Snohomish | Grays Harbor Thurston | King, Clallam Jefferson |
|---|-------------|-----------------|-------------|-------------|-----------------------------------|-----------------------|-------------------------|
| INCIDENTALS   | \$5         | \$5             | \$5         | \$5         | \$5                               | \$5                   | \$5                     |
| BREAKFAST   | \$13        | \$16            | \$14        | \$17        | \$15                              | \$16                  | \$18                    |
| LUNCH   | \$14        | \$17            | \$16        | \$18        | \$16                              | \$17                  | \$19                    |
| DINNER  | \$23        | \$28            | \$26        | \$31        | \$28                              | \$28                  | \$34                    |
| <b>TOTAL</b>  | <b>\$55</b> | <b>\$66</b>     | <b>\$61</b> | <b>\$71</b> | <b>\$64</b>                       | <b>\$66</b>           | <b>\$76</b>             |
| FIRST & LAST DAY OF TRAVEL (for overnight travel that exceeds 6 hours each way) | \$41.25     | \$49.50         | \$45.75     | \$53.25     | \$48.00                           | \$49.50               | \$57.00                 |

Incidental Expense: Applicable daily when in travel status out of town. This covers fees and tips given to porters, baggage carriers, hotel staff, taxi/shuttle drivers and other similar miscellaneous expenses. For Out-Of-State Travel Per Diem rates, attach the GSA Per Diem Rates from [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)

**USE THIS CHART TO TRACK YOUR DAILY MEAL ALLOWANCE**

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

| TRAVEL DATES:            |     |     |     |     |     |     | 5/1 |     | 5/2 |     | 5/3 |     |     |     |
|--------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                          | Est | Act | Est | Act | Est | Act | Est | Act | Est | Act | Est | Act | Est | Act |
| INCIDENTALS              |     |     |     |     |     |     | 5   | 5   | 5   |     | 5   |     |     |     |
| BREAKFAST                |     |     |     |     |     |     |     |     | P   |     | P   |     |     |     |
| LUNCH                    |     |     |     |     |     |     | 14  | 14  | P   |     | 14  |     |     |     |
| DINNER                   |     |     |     |     |     |     | 23  | 23  | 23  |     |     |     |     |     |
| FIRST OR LAST TRAVEL DAY |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>TOTAL</b>             |     |     |     |     |     |     | 42  | 42  | 28  | 28  | 19  | 19  |     |     |

Coding for Meals if they are not to be included: P= Provided by Conference/Other D= Declined by Traveler

**ACTUAL MEAL ALLOWANCE (PER DIEM):**

89.00

\*Transfer your Meal total to Section A, Line 1, Employee Expense.

| Lodging Rates | All Others | Benton, Franklin | Spokane | Pierce | Snohomish                        | Clark, Cowlitz, Skamania       | Thurston | Grays Harbor                    | Clallam, Jefferson              | King                            |
|---------------|------------|------------------|---------|--------|----------------------------------|--------------------------------|----------|---------------------------------|---------------------------------|---------------------------------|
| Year-Round    | \$64       | \$97             | \$105   | \$121  | Oct-May \$113<br>June-Sept \$138 | Mar-Oct \$182<br>Nov-Feb \$149 | \$127    | Jul-Aug \$133<br>Sept-Jun \$102 | Jul-Aug \$161<br>Sept-Jun \$108 | Jun-Sept \$257<br>Oct-May \$189 |

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 1 – *Actionable*  
**Subject:** 2019 Certifications and Assurances  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** May 21, 2019

**Background:**

In order to receive Federal grant assistance for either capital or operating, it is required by the Federal Transit Administration (FTA) that Mason Transit Authority (MTA) complete the fiscal Certifications and Assurances acknowledging and certifying that MTA will comply with all Federal statutes, regulations, Executive Orders and administrative requirements applicable to applications made to and grants received from the Washington State Department of Transportation (WSDOT).

Attached are the required forms to be signed and submitted to WSDOT.

**Summary: Approve and authorize Board Chair to sign FTA Fiscal Year 2019 Certifications and Assurances**

**Fiscal Impact:**

None.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve and authorize the Board Chair to sign the FTA Fiscal Year 2019 Certifications and Assurances to acknowledge compliance as required.



May 21, 2019

Beth Le Duc  
Business Analyst  
Washington State Department of Transportation  
Public Transportation Office  
P. O. Box 47387  
Olympia, WA 98504-7387

Dear Ms. Le Duc:

Mason Transit Authority hereby certifies that it will comply with all Federal statutes, regulations, Executive Orders, and administrative requirements applicable to its application made to and grants received from the Washington State Department of Transportation under 49 U.S.C. Sections 5309, 5311, 5316 and 5339.

In addition, Mason Transit Authority hereby accepts all the provisions of the Department of Labor's Special Section 5333(b) Warranty for Applications to the Small Urban and Rural Program. Mason Transit Authority's transportation employees are represented by IAM and AW District 160, 2121-70<sup>th</sup> Avenue West, Suite A, University Place, WA 98466.

The provisions of 49 U.S.C. Section 5333(b), 290 CFR Part 215, and Section 1001 of Title 18, U.S.C., apply to all certifications and submissions in connection with applications made to and grants received from 49 U.S.C. Sections 5309, 5311 and 5339.

Mason Transit Authority certifies or affirms the truthfulness and accuracy of the contents of the statements and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Sincerely,

Randy Neatherlin  
Chair of the Authority Board  
Mason Transit Authority

**FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: \_\_\_\_\_

The Applicant certifies to the applicable provisions of categories 01–18.   X  

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

| <b>Category</b>  | <b>Certification</b> |
|--|----------------------|
| 01 Certifications and Assurances Required of Every Applicant   | _____                |
| 02 Tax Liability and Felony Convictions  | _____                |
| 03 Lobbying  | _____                |
| 04 Private Sector Protections  | _____                |
| 05 Transit Asset Management Plan   | _____                |
| 06 Rolling Stock Buy America Reviews and Bus Testing   | _____                |
| 07 Urbanized Area Formula Grants Program   | _____                |
| 08 Formula Grants for Rural Areas  | _____                |
| 09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____                |
| 10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs                            | _____                |
| 11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs   | _____                |
| 12 State of Good Repair Grants   | _____                |
| 13 Infrastructure Finance Programs   | _____                |
| 14 Alcohol and Controlled Substances Testing   | _____                |
| 15 Rail Safety Training and Oversight  | _____                |
| 16 Demand Responsive Service   | _____                |
| 17 Interest and Financing Costs  | _____                |
| 18 Construction Hiring Preferences   | _____                |

**FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE**

**PAGE**

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

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

Name \_\_\_\_\_ Attorney or Board Chair for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

# Washington State Department of Transportation

FTA FUNDING SOURCES - SECTIONS 5311, 5309, and 5339

## SUBRECIPIENT SERVICE AREA INFORMATION

| FTA ID<br>(if any) | SUBRECIPIENT INFORMATION   | Labor Organizations representing your employees and/or those of your Contractor | Other Public Transit Provider(s) in your Service Area (commuter rail or bus, paratransit, fixed route, etc) | Labor Organizations of Other Service Area Public Transit Providers   |
|--------------------|--|---|---|--|
|                    | Maon Transit Authority   | International Association of Machinists and Aerospace Workers                   | Intercity Transit   | International Association of Machinists and Aerospace  |
|                    | Danette Branin   | Lodge 160   | Heather Stafford-Smith  | Lodge 160  |
|                    |  | Bobby Joe Murray  |   | Bobby Joe Murray   |
|                    | 790 E Johns Prairie Rd<br>Shelton, WA 98584                              | 2121 70th Ave W, Suite A<br>University Place, WA 98466                          | 526 Pattison Street NE<br>Olympia, WA 98501   | 2121 70th Ave W, Suite A<br>University Place, WA 98466   |
|                    | 360-432-5750   | 253-472-9692 Ext. 103   | 360-705-5861  | 253-472-9692 Ext. 103  |
|                    | <a href="mailto:dbrannin@masontransit.org">dbrannin@masontransit.org</a> | <a href="mailto:bobbyjoe@iam160.com">bobbyjoe@iam160.com</a>                    | <a href="mailto:hsmith@intercitytransit.com">hsmith@intercitytransit.com</a>                                | <a href="mailto:bobbyjoe@iam160.com">bobbyjoe@iam160.com</a>   |
|                    |  |   | Intercity Transit - Continued   | Amalgamated Transit Union<br>Local 1765<br>Ed Bricker<br>906 Columbia Street SW<br>Olympia, WA 98501<br>360-584-6156 |
|                    |  |   |   | <a href="mailto:edatu1765@comcast.net">edatu1765@comcast.net</a>   |
|                    |  |   | Kitsap Transit  | Amalgamated Transit Union<br>Local 587   |
|                    |  |   | Nancy Venard  | Representing ACCESS and<br>Routed Operators  |
|                    |  |   | 60 Washington Ave Ste 200<br>Bremerton, WA 98337  | 2815 Second Ave Suite 230<br>Seattle, WA 98121<br>Michael Shea, President  |
|                    |  |   | 360-478-5852  | 206-448-8588<br>206-448-4482 (fax)   |
|                    |  |   | <a href="mailto:nancyv@kitsaptransit.com">nancyv@kitsaptransit.com</a>                                      | <a href="mailto:mshea.president@atu587.org">mshea.president@atu587.org</a>   |

# Washington State Department of Transportation

FTA FUNDING SOURCES - SECTIONS 5311, 5309, and 5339

## SUBRECIPIENT SERVICE AREA INFORMATION

| FTA ID<br>(if any) | SUBRECIPIENT INFORMATION | Labor Organizations representing your employees and/or those of your Contractor | Other Public Transit Provider(s) in your Service Area (commuter rail or bus, paratransit, fixed route, etc) | Labor Organizations of Other Service Area Public Transit Providers   |
|--------------------|--------------------------|---|---|--|
|                    |                          |   | Kitsap Transit<br>Continued   | International Association of Machinists and Aerospace Lodge 160, Local Lodge 282<br>Representing Maintenance<br>Bobby Joe Murray<br>2121 70th Ave W, Suite A<br>University Place, WA 98466<br>253-472-9692 Ext. 103<br><br><a href="mailto:bobbyjoe@iam160.com">bobbyjoe@iam160.com</a>                    |
|                    |                          |   | Kitsap Transit<br>Continued   | Teamsters, Local 589<br>Representing Preventive Maint. Techs, Service Helpers<br>Worker/Drivers<br>Mark Fuller, Secretary-Treas.<br>11871 Silverdale Way NW<br>Suite 111<br>Silverdale, WA 98383<br>360-613-4062<br>360-698-0629 fax<br><a href="mailto:markf@teamsters589.org">markf@teamsters589.org</a> |



## Washington State Department of Transportation

FTA FUNDING SOURCES - SECTIONS 5311, 5309, and 5339

### SUBRECIPIENT SERVICE AREA INFORMATION

| FTA ID<br>(if any) | SUBRECIPIENT INFORMATION | Labor Organizations<br>representing your employees<br>and/or those of your Contractor | Other Public Transit Provider(s)<br>in your Service Area<br>(commuter rail or bus, paratransit, fixed<br>route, etc) | Labor Organizations of<br>Other Service Area Public<br>Transit Providers   |
|--------------------|--------------------------|---|--|--|
|                    |                          |   | Jefferson Transit  | Amalgamated Transit Union<br>Local 587                                     |
|                    |                          |   | Tammi Rubert   | Representing ACCESS and<br>Routed Operators                                |
|                    |                          |   | 634 Corners Road<br>Port Townsend, WA 98368  | 2815 Second Ave Suite 230<br>Seattle, WA 98121                             |
|                    |                          |   |  | Michael Shea, President  |
|                    |                          |   | 360-385-3020   | 206-448-8588<br>206-448-4482 (fax)   |
|                    |                          |   | <a href="mailto:Trubert@jeffersontransit.com">Trubert@jeffersontransit.com</a>                                       | <a href="mailto:mshea.president@atu587.org">mshea.president@atu587.org</a> |

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 2 – *Actionable*  
**Subject:** City of Shelton Pear Orchard Interlocal Agreement  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** May 21, 2019

**Background:**

As part of MTA’s overall Park and Ride Development Project, MTA will be constructing a park and ride lot on city of Shelton owned property located near SR 3 and Front Street, commonly known as Pear Orchard. The park and ride lot will have 32 parking stalls, a bus turnaround, passenger shelter, lighting, security cameras, electric vehicle charging station and landscaping.

The interlocal agreement with the City covers operation and maintenance of the park and ride and other terms of agreement.

The interlocal agreement and resolution have been reviewed and approved by Legal Counsel.

**Summary: Approval to enter into City of Shelton Interlocal Agreement**

**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 Pear Orchard Park and 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 near 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 Chapter 39.34 RCW.

#### 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:

#### **Legal Description attached**

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**.

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.

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 new construction subject to the terms and conditions set forth in Section C herein.~~

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

**4. RENEWAL.**

A. This Agreement may be renewed for a 20-year period; provided that;

(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; and

(2) 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.

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 improvements 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.

**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 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.

**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 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 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.

(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 may include the removal of personal property and any TENANT improvements or modifications to the Premises. 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.

**14. 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. TENANT shall have the right to appeal disputed charges.

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.

**15. 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)**.

## 16. 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.

## **17. INSURANCE.**

MASON TRANSIT AUTHORITY: MASON TRANSIT AUTHORITY will maintain general, auto and completed operations liability coverage to assume the general, auto, and completed operations liability risks associated with the work under this agreement. CITY OF SHELTON understands and acknowledges that MASON TRANSIT AUTHORITY is a member of a risk-sharing program, the Washington State Transit Insurance Pool. As such, the Washington

State Transit Insurance Pool provides the equivalent of these coverages normally found under a commercial lines policy or policies:

- Auto liability coverage for any auto (owned or non-owned) no less than \$1 million each accident.
- General liability coverage no less than \$5 million per occurrence and a \$10 million aggregate limit. This also provides products and completed operations and personal injury.
- Pollution liability insurance for this specific location no less than \$1 million per pollution condition with an annual aggregate of at least \$1 million and shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense or settlement of claims.

MASON TRANSIT AUTHORITY maintains workers' compensation as required by the Industrial Insurance laws of Washington through the state of Washington Department of Labor and Industries.

Should MASON TRANSIT AUTHORITY add structures or personal property to this property, MASON TRANSIT AUTHORITY agrees to insure such in the following manner:

- All risk property insurance coverage

MASON TRANSIT AUTHORITY is solely responsible for the payment of any deductible or self-insured retention.

## **18. 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 negligence of the CITY or its authorized agents or 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

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.

**19. 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.

**20. 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.

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

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

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. DISPUTE RESOLUTION.**

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

CITY: City Administrator

TENANT: MTA General Manager

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 General Manager for TENANT shall confer and exercise good faith to resolve the dispute.

D. In the event the CITY Administrator and the MTA General 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.

**29. 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.

**30. 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.

**31. 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 General Manager.

C. The Program Manager for the CITY is: Public Works Director.

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.

**32. 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: MTA General Manager
- (2) CITY: City Administrator

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.

|  |  |
|--|--|
| <p>Mason County Public Transportation Benefit Area dba Mason Transit Authority</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>City of Shelton</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
| <p>APPROVED AS TO FORM</p> <p>By: _____</p>  | <p>APPROVED AS TO FORM</p> <p>By: _____</p>  |

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 \_\_\_\_\_.

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.

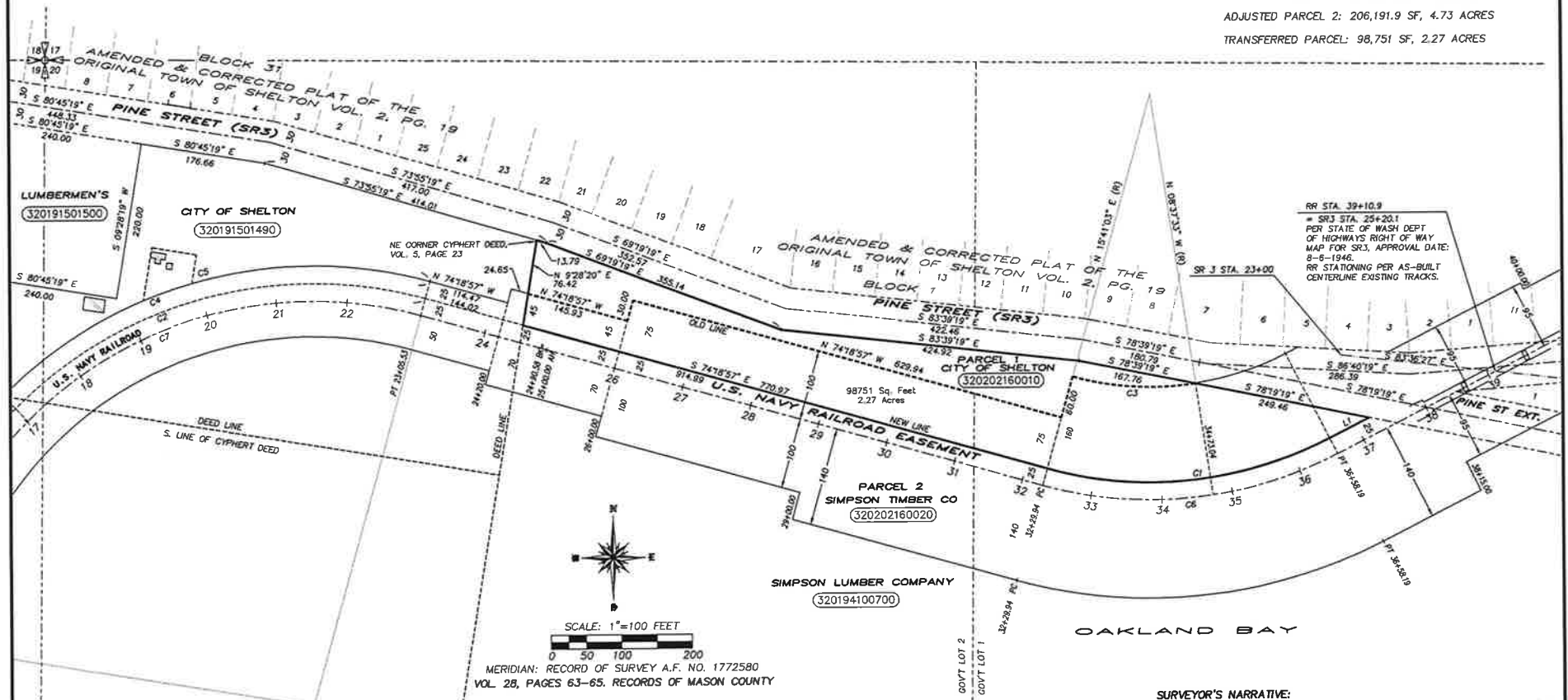
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

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

**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 | 7.80     |

**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°22'18" | 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 NW 20 20 N 3 W, W.M.  
 QTR-QTR QTR. SECTION TWP. RANGE  
**MASON COUNTY WASHINGTON**

**AUDITOR'S INDEX DATA**

|    |    |    |    |
|----|----|----|----|
| 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 |

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

JOB No.: 414008  
 DWG NAME: S414008.BLA  
 DRAWN BY: TJS  
 CHECKED BY: JEC  
 DATE: 11/28/2016  
 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                             |

**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:

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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.

**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 \_\_\_\_\_

**k p f f** 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

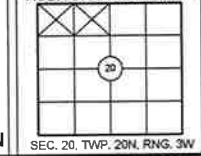


**BOUNDARY LINE ADJUSTMENT**

FOR  
**CITY OF SHELTON**

NW NW  
NE NE 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: S414008.BLA  
DRAWN BY: TJS  
CHECKED BY: JEC  
DATE: 11/28/2016  
SCALE: 1"=100'  
SHEET: 1 OF 2





# MASON TRANSIT AUTHORITY PARKING AREA

PARKING AREA AVAILABLE TO PUBLIC TRANSPORTATION USERS

## 48 HOURS MAXIMUM STAY

FOR THE SAFETY AND CONVENIENCE OF EVERYONE USING THE FACILITY, PLEASE PARK ONLY IN THE DESIGNATED SPACES. VEHICLES BLOCKING ACCESS LANES, ENTRANCES, EXITS, AND OTHER VEHICLES; OR LEFT UNATTENDED FOR OVER 48 HOURS WILL BE REMOVED AT THE OWNER'S EXPENSE. (RCW 46.61.570,577)

MASON TRANSIT AUTHORITY DOES NOT ASSUME LIABILITY FOR ANY LOSS, THEFT, OR DAMAGE TO A VEHICLE OR ITS CONTENTS. UNAUTHORIZED VEHICLES AND VEHICLES "FOR SALE" ARE NOT PERMITTED ON THIS FACILITY AND WILL BE REMOVED AT OWNER'S EXPENSE.

CALL (360) 426-9434 FOR MAINTENANCE, SECURITY CONCERNS,  
AND RIDESHARE INFORMATION

## EXHIBIT C

### Pear Orchard Park and Ride Improvements

Mason Transit Authority will construct a new park and ride facility at the Pear Orchard property owned by the city of Shelton. The plans will include new pavement, pavement reconstruction, stormwater facilities, illumination, signing, security cameras, striping, bus shelter and other work, all in accordance with the Contract Plans, Provisions and Standard Specifications approved by the city of Shelton and dated March 26, 2019.

**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  
PEAR ORCHARD PARK AND RIDE OPERATION AND MAINTENANCE.**

**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 near SR 3 and Front Street in Shelton, WA; and

**WHEREAS**, MTA and the City of Shelton (“City”) desire to enter into an agreement relating to the operation and maintenance of the Pear Orchard Park and Ride lot, which is located on real property owned by the City; and

**WHEREAS**, MTA 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 service at the Pear Orchard Park and Ride lot; and

**WHEREAS**, MTA agrees to operate and maintain the park and ride lot in exchange for the right to operate transit services; and

**WHEREAS**, MTA and the City are authorized to enter into this agreement pursuant to Chapter 39.34 RCW;

**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 operations and maintenance of the Pear Orchard Park and Ride.

Adopted this 21<sup>st</sup> day of May, 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:** Peninsula Regional Transportation Policy Interlocal Agreement  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** May 21, 2019

### Background:

The Peninsula Regional Transportation Planning Organization (PRTPO) was established through an interlocal agreement executed in 1990 which included Clallam, Jefferson, Kitsap and Mason Counties.

Some of the key duties of the PRTPO are:

- Development of the long-range Regional Transportation Plan (RTP) to guide development of regional transportation systems;
- Development and regular updating of the Regional Transportation Improvement Program (RTIP);
- Certifying concurrency of the transportation elements of local comprehensive plans; and
- Evaluation and prioritization of grant application for programs such as the Public Transportation Consolidated Grant Program and the Transportation Alternatives Programs (TAP).

The PRTPO recently updated the 1990 interlocal agreement to accomplish the following:

- Reflect statutory and regulatory changes;
- Memorialize a clearer operating structure;
- Give voting membership to every public agency that signs the updated interlocal agreement; and
- Reflect the change of lead planning agency following WSDOT's notification that it will no longer serve in that role.

The interlocal agreement and resolution have been reviewed and approved by Legal Counsel.

**Summary: Approval to enter into Peninsula Regional Transportation Policy Interlocal Agreement**

**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 other public agencies comprising the Peninsula Regional Transportation Planning Organization for the purpose of updating the existing Interlocal Agreement and approve Resolution No. 2019-12 authorizing the General Manager to sign the Interlocal Agreement.

# Peninsula Regional Transportation Planning Organization

April 22, 2019

Danette Brannin  
Mason Transit  
790 East John's Prairie Road  
Shelton, WA 98585

## *Peninsula RTPO Interlocal Agreement*

Greetings Danette;

The Peninsula Regional Transportation Planning Organization (PRTPO) was established through an Interlocal Agreement (ILA) executed in 1990 including the counties of Clallam, Jefferson, Kitsap and Mason. Recently the PRTPO undertook updating of the ILA to:

- Reflect statutory and regulatory changes;
- Memorialize a clearer operating structure;
- Give voting membership to every public agency who signs the updated ILA; and
- Reflect the change of lead planning agency following WSDOT's notification that it will no longer serve in that role.

Mason Transit has been a member of the PRTPO Executive Board for many years and we hope you will continue to collaborate on regional transportation planning through membership in the PRTPO.

Some of the key duties of the PRTPO are:

- Development of the long-range Regional Transportation Plan(RTP) to guide development of regional transportation systems;
- Development and regular updating of the Regional Transportation Improvement Program (RTIP);
- Certifying concurrency of the transportation elements of local comprehensive plans; and
- Evaluation and prioritization of grant application for programs such as the Public Transportation Consolidated Grant Program and the Transportation Alternatives Programs(TAP)

More information about the duties and responsibilities of the PRTPO are detailed in RCW 47.80- Regional Transportation Planning Organizations. The work of the PRTPO is funded through a planning grant from Washington State Department of Transportation. No direct dues or assessments are levied on members.

The strength of the PRTPO springs from its members and their collective knowledge of local and regional transportation needs and the power of collaboration. To maintain designation as a Regional Transportation Planning Organization the PRTPO must have as members all four counties and at least sixty percent of the cities and towns within the region representing a minimum of seventy five percent of the cities' and towns' population. I encourage you to continue your commitment to membership in the RPTPO.



By executing the ILA Mason Transit will be a member with full voting rights on all matters brought before the Executive Board and will have a seat on the Technical Advisory Committee. I ask that you give execution of the ILA your immediate consideration and, should you choose to become a signatory to the PRTPO ILA, you authorize such action as soon as possible so that re-certification of the PRTPO can be confirmed.

Attached to this letter you will find:

- A copy of the ILA; and
- An example resolution authorizing adoption of the ILA
- Guidance for signing the ILA

If you wish, a member of the PRTPO executive committee will meet with elected leaders in your jurisdiction to explain the role and benefits of membership in the PRTPO.

If you have questions, please contact myself at [anette@jamestowntribe.org](mailto:anette@jamestowntribe.org) or 360-681-4620. A staff member of the PRTPO will follow up with you as we track progress towards full execution of the ILA.

With Regards,



Annette Nesse  
Executive Board Chair  
Jamestown S’Klallam Tribe

Distribution:

|                   |                           |
|-------------------|---------------------------|
| Clallam County    | Mason Transit             |
| Jefferson County  | Port of Allyn             |
| Kitsap County     | Port of Bremerton         |
| Mason County      | Port of Port Angeles      |
| Bainbridge Island | Port of Shelton           |
| Bremerton         | Jamestown S’Klallam Tribe |
| Forks             | Hoh                       |
| Port Angeles      | Lower Elwha Klallam Tribe |
| Port Orchard      | Makah                     |
| Port Townsend     | Quileute Nation           |
| Poulsbo           | Port Gamble S’Klallam     |
| Sequim            | Squaxin Island Tribe      |
| Shelton           | Skokomish Indian Tribe    |
| Clallam Transit   | Suquamish                 |
| Jefferson Transit | WSDOT Olympic Region      |
| Kitsap Transit    |                           |

# INTERLOCAL AGREEMENT

for the

## PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS AGREEMENT is made and entered into by and between the undersigned public agencies to establish and jointly participate in the Peninsula Regional Transportation Planning Organization (PRTPO), pursuant to provisions of the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, and the Growth Management Act, chapters 36.70A and 47.80 RCW.

### Recitals

WHEREAS, the undersigned public agencies recognize the need and desirability to participate in a forum for cooperative decision making by elected officials of said agencies in order to implement a comprehensive regional transportation planning process; and

WHEREAS, the undersigned public agencies adopt transportation plans; and

WHEREAS, the Growth Management Act authorizes establishment of Regional Transportation Planning Organizations through the voluntary association of local governments within a county, or geographically contiguous counties; and

WHEREAS, it is the belief of the undersigned public agencies that state and regional transportation planning should receive policy direction from all affected governments and special purpose districts and major employers; and

WHEREAS, the undersigned public agencies are authorized and empowered to enter into this agreement pursuant to RCW 47.80.020 and chapter 39.34 RCW; and

WHEREAS, the undersigned public agencies recognize that the Interlocal Agreement (ILA) establishing the PRTPO in 1990 needs to be reviewed and updated to conform to current law and practices, and that now is an opportune time given the impending change of the Lead Planning Agency. This 2019 ILA fully replaces and supersedes the 1990 ILA.

NOW THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

### Agreement

#### 1. Organization and Membership

The Peninsula Regional Transportation Planning Organization (PRTPO), a separate legal entity, originally established in 1990 and hereby re-established, encompasses the territory physically lying within the counties of Clallam, Jefferson, Kitsap and Mason Counties as authorized by chapter 47.80 RCW and chapter 468-86 WAC.

Voting membership in the PRPTO shall be open to the following public agencies within the boundaries of the PRTPO: all county and city governments, all federally recognized tribes, all port districts organized under title 53 RCW, all transit districts organized under chapter 36.57A RCW, and the WSDOT Olympic Region. Current voting membership belongs to each of the public agencies who have executed this Agreement. New voting members may be added by the execution of this Agreement when approved by the Executive Board.

Nonvoting membership is authorized and encouraged to facilitate cooperative regional transportation planning. Nonvoting membership shall be open to community organizations, employers and other public agencies that are not voting members. Nonvoting membership shall be as approved by the voting membership in accordance with the Bylaws.

## 2. Purpose and Authority

The purpose of the PRTPO is to fulfill the legislature's intent to have local jurisdictions, tribes, and the state come together for coordinated transportation planning and to have an interconnected and coordinated transportation system that achieves both statewide and local transportation goals.

To accomplish these purposes, the PRTPO shall have the following authority and duties, as established by chapter 47.80 RCW:

- A. Provide a forum for cooperative decision making by the region's elected officials in order to bring about a continuous and comprehensive transportation planning process.
- B. Foster cooperation and collaboration among local, state and tribal governments throughout the region.
- C. Maintain an ongoing transportation strategy for the region and coordinate actions of local and state government so that we may make the best use of our land, air, water and energy resources and overcome the problems of waste and pollution.
- D. Develop and adopt a Regional Transportation Plan that is consistent with countywide planning policies, with county and city transportation plans, and with state transportation plans.
- E. Certify that transportation elements of comprehensive plans adopted by Clallam, Jefferson, and Mason Counties and cities therein are consistent with the Growth Management Act and with the PRTPO's Regional Transportation Plan. Also, where appropriate, certify that their countywide planning policies adopted under RCW 36.70A.210 and the adopted Regional Transportation Plan are consistent.
- F. Develop a six-year Regional Transportation Improvement Program (RTIP) for areas within Clallam, Jefferson and Mason counties that proposes regionally significant transportation project and programs and transportation demand measures.

- G. Develop a Coordinated Transit-Human Services Transportation Plan and include specific opportunities and projects aimed to advance special needs coordinated transportation.
- H. Designate and direct a lead planning agency to coordinate preparation of the Regional Transportation Plan and carry out other responsibilities of the PRTPO as set forth in the Bylaws.
- I. Provide assistance to others to develop level of services standards or alternative transportation performance measures and review those standards of GMA counties and cities to promote a consistent regional evaluation of transportation facilities and services.
- J. Foster and facilitate cooperation and coordination between other regional transportation planning organizations and metropolitan planning organizations.
- K. Foster transportation facilities which encourage economic growth and stability for the region.
- L. Provide assistance and information to public agencies in their preparation of local transportation plans.

3. Organization Structure

The PRTPO shall have the following structure as set forth herein and as further described in the Bylaws.

- A. Executive Board. An Executive Board is hereby established to be the governing body of the PRTPO. All voting members shall have representation on the Executive Board as described in the Bylaws.
- B. Transportation Policy Board. A Transportation Policy Board is hereby established to provide policy advice to the Executive Board on regional transportation issues as provided by RCW 47.80.040. Composition of the Transportation Policy Board shall be determined as provided in the Bylaws.
- C. Technical Advisory Committee. A Technical Advisory Committee is hereby established to provide technical advice to the Executive Board on all matters that may come before the Board. Composition of the Technical Advisory Committee shall be determined as provided in the Bylaws.
- D. The Executive Board may establish other committees as needed to perform the duties of the PRTPO as provided in the Bylaws.

//

4. Bylaws

Bylaws shall be adopted to carry out the purpose and objectives set forth herein and shall, at a minimum, include schedules and rules for meetings as well as voting structures for the PRTPO and any board or committee thereof. The Bylaws shall initially be adopted by a majority vote of the total members of the organization and shall be amended as provided for in the Bylaws.

5. Lead Planning Agency

The PRTPO shall designate a Lead Planning Agency to perform the duties required by chapter 47.80 RCW and such other duties as assigned by the Executive Board.

The duties of the Lead Planning Agency shall include, but not be limited to, the following: provide staff support and coordination for the Executive Board, the Transportation Policy Board and the Technical Advisory Committee; hire, supervise and administer personnel, contractors and consultants as directed by the Executive Board; and provide such information, data, inventories and services as may be necessary to carry out the purposes of the PRTPO.

6. Fiscal Agent

The PRTPO shall designate a Fiscal Agent to perform the financial duties as assigned by the Executive Board. These may include, but are not limited to, the collection and disbursement of funds for the purposes of the organization and the provision of information, data, and services as may be necessary to carry out the financial obligations of the PRTPO. At the Executive Board's discretion, the Fiscal Agent may be the same entity as the Lead Planning Agency.

7. Financing

The PRTPO shall be financed in a manner as provided for in the Bylaws and through such local, state, federal, and/or private funding as becomes available. The PRTPO, or the Lead Planning Agency on behalf of the organization, is authorized to apply for such federal, state or private funding of any nature as may become available to assist the PRTPO in carrying out its purposes and functions.

8. Budget

The Lead Planning Agency shall develop a budget which will meet the anticipated expenses of the PRTPO for the coming budget year. The Lead Planning Agency shall submit the proposed budget to the Executive Board for review and comment.

9. Insurance

The Executive Board shall procure insurance sufficient to provide adequate coverage for the obligations and liabilities of the PRTPO.

//

10. Duration

This Agreement is perpetual unless a member decides to withdraw from the PRTPO pursuant to Section 11 or the members agree to dissolve the PRTPO pursuant to Section 12 of this Agreement.

11. Withdrawal from the PRTPO

Any member shall have the right to withdraw from the PRTPO and this agreement by giving six months written notice to the Executive Board. The remaining members agree that such withdrawal will not absolve them of responsibility for meeting financial and other obligations of annual contracts or agreements of the PRTPO. Further, such withdrawal will not affect the continuation of the PRTPO unless the requirements of RCW 47.80.020 are no longer met.

12. Dissolution of the PRTPO

The PRTPO may be dissolved at any meeting of the Executive Board by a majority vote of all voting members, so long as all voting members were provided at least six months written notice of the proposed dissolution, or as otherwise provided for in the bylaws, and all voting members were provided an opportunity for comment on the motion.

Upon dissolution of the PRTPO, all liabilities, costs, expenses, and charges validly incurred shall be resolved. If any funds or assets of the PRTPO remain, such shall be returned as provided by law or contract, or distributed as determined by the Executive Board. The debts, liabilities, and obligations of the PRTPO shall not constitute a debt, liability or obligation of any member.

13. Binding effect

The undersigned public agencies agree that this Interlocal Agreement is binding and that each will use their best efforts for coordinated and cooperative transportation planning. All tribes expressly agree to a limited waiver of their sovereign immunity for the sole and limited purpose of committing to the terms and obligations of this Interlocal Agreement.

14. General Terms

- A. Severability. If any provision of this Agreement, or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.
- B. Counterparts. This agreement may be signed in multiple counterparts, each of which shall be considered the same as an original.
- C. Publishing. In accordance with RCW 39.34.040, this Agreement shall be made available on the PRTPO website.

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[signatures to follow]

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

MASON TRANSIT AUTHORITY

Dated: May 21, 2019

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Danette Brannin, General Manager



## BYLAWS

for the

### PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

#### 1. Organization

The Peninsula Regional Transportation Planning Organization (PRTPO) was established in 1990 through an Interlocal Agreement (ILA) to encompass the territory physically lying within the counties of Clallam, Jefferson, Kitsap and Mason Counties as authorized by chapter 47.80 RCW and chapter 468-86 WAC.

#### 2. Membership

##### A. Voting membership

Any entity that is authorized by the ILA to execute and has executed the Interlocal Agreement or any amendment thereof, shall be a voting member of the PRTPO. The term "member" as used in this ILA shall refer to the entity itself and not the representative or alternate of the member. Following the initial execution of the Interlocal Agreement, new voting members may be added upon approval of the Executive Board as provided herein.

An entity seeking to become a voting member after September 30, 2019 shall submit a letter of application to the Chair stating the rationale for membership. The Chair shall consult with the other officers to consider whether the membership request furthers the purpose of the PRTPO and to verify that voting membership is open to the entity as provided in the ILA. The Chair shall present this information and make a recommendation to the Executive Board at a regular meeting. Membership requests require a vote of the Executive Board.

Any federally recognized tribe that holds reservation or trust lands within the PRTPO planning area and is not already a voting member shall be invited to execute the ILA and become a voting member when the composition of PRTPO Executive Board is modified in the ILA or every two years following the execution of this ILA.

##### B. Nonvoting membership

Entities that are not authorized to become voting members of the PRTPO may become nonvoting members as provided herein.

An entity seeking to become a nonvoting member shall submit a letter of application to the Chair of the Executive Board stating the rationale for membership. The Chair shall consult with the other officers to consider whether the entity may provide useful perspectives to regional transportation planning. The Chair shall present this information and make a recommendation to the Executive Board at a regular meeting. Membership requests require a vote of the Executive Board.

Washington legislators whose districts are wholly or partially within the PRTPO boundary are automatically considered ex officio nonvoting members.

C. Representatives

Members shall designate representatives to attend meetings on their behalf and to vote on behalf of the voting member. All representatives must have authority to speak for the entity. Members must submit a letter naming the designated representative and up to two alternates. Letters from voting members shall specifically authorize the representative and alternate(s) to vote on the member's behalf. Representatives may be changed at any time upon written notice to the Executive Board.

D. Responsibilities

All members, representatives, and alternates must be fully engaged in the activities of the PRTPO. Representatives/alternates are expected to regularly attend, prepare for, and actively participate in scheduled meetings and in other special meetings and committees as appropriate. It is important that all members and their representatives/alternates maintain a regional perspective on matters coming before the Executive Board and work within a collegial atmosphere that strives for informed consensus in all of its decisions while respecting the viewpoints of others. Representatives/alternates are responsible for conveying pertinent information discussed or presented at meetings back to their respective entities for information or action.

3. The Executive Board

A. Purpose and responsibility

The Executive Board shall constitute the decision-making body of the PRTPO and shall direct, operate and set the transportation policy goals of the PRTPO. It shall be composed of one representative from each voting member. The Executive Board shall comply with all applicable local, state and federal laws.

B. The Officers

The Executive Board shall have at least three officers: Chair, Vice Chair, and Secretary.

i. The Chair

The Chair shall preside at all meetings, approve the agenda for the meetings, call special meetings, and set the time and place of meetings in consultation with the membership. In addition, the Chair has authority to establish committees and their membership for the purpose of making recommendations on the budget and making recommendations to the Executive Board on policy issues and other matters being addressed by the Executive Board.

ii. The Vice Chair

The Vice Chair shall serve in the Chair's absence.

iii. The Secretary

The Secretary shall serve in the absence of the Chair and Vice Chair. The Secretary will also ensure that the agenda and meeting minutes are distributed and published on the PRTPO website.

iv. Officer elections

Officers positions are for two-year terms. Officers shall be elected during the first meeting of each calendar year in which a position is open. Prior to the first meeting of the calendar year, the Chair shall solicit nominations in writing from all the voting members. At the first meeting, the presiding Chair shall present the slate of nominees to be considered for each position and take nominations from the floor. The newly elected officers shall take office at the close of the meeting at which they were elected. Officers may serve no more than two consecutive terms in the same office. In the event there is a vacancy prior to the expiration of a term, the Executive Board shall elect a new officer to serve the unexpired portion of the term.

C. Executive Committee

The officers may function as an executive committee to make recommendations to the Executive Board on matters relating to the budget, the work program, or other policy issues as requested by the Executive Board, including the establishment of procedures and policies. Such procedures and policies may relate, but are not limited, to, procurement, processing of invoices, making disbursements, drafting and adoption of the Unified Planning Work Program and Budget, and code of conduct. The Executive Committee may also approve expenditures and reimbursements that are authorized by the budget, are within the approved budget, and are consistent with any authorizing contract.

D. Executive Board meetings

Executive Board meetings are held in accordance with the schedule set by the Executive Board at the last meeting of each year for the following year. The Secretary shall ensure that official minutes are taken for each meeting and approved by the Executive Board. Notices of meetings and draft agendas shall be sent to all representatives and alternates, and published on the website, at least 5 business days prior to the date of the meetings.

The Chair may call a special meeting and provide notice to all Executive Board representative and alternates by telephone or email. When email notice is used, the notice must be sent at least 5 business days prior to the meeting and a quorum must respond affirmatively to the notice at least 3 business days. The notice for a special meeting must

include the date, time, location and the specific agenda item(s) to be addressed.

Robert's Rules of Order will be observed at all meetings

E. Executive Board quorum

A quorum is required to conduct any business of the Executive Board. A quorum will consist of the presence of a majority of voting members, so long as all of the following occurs:

- i. Two members are from within the boundaries of at least 3 of the 4 counties.
- ii. One of the two members described in (i) must be a duly elected representative.
- iii. One tribe is represented.
- iv. Two counties and two cities are represented.

Each voting member shall be given one vote regardless of how many representatives and alternates are present. The Chair will determine if a quorum exists prior to any action item and the presence of a quorum will be reflected in the meeting minutes. Exhibit A attached hereto is a list of all members who have executed the Interlocal Agreement. Exhibit A shall be automatically updated upon the addition of a new voting member without the need to amend these Bylaws.

F. Executive Board voting

A simple majority vote of the quorum is required for approval of an action. Any vote can be taken by voice, raising of hands, roll call (yeas and nays) or other means. Any member present during the vote, whether voting or nonvoting, may request that the vote be taken in such a way as to verify that a majority vote has occurred.

4. Transportation Policy Board

A. Purpose and responsibility

The purpose of the Transportation Policy Board (Policy Board) is to provide transportation policy advice to the Executive Board as requested, in accordance with RCW 47.80.040.

B. Policy Board membership

The Policy Board shall be comprised of both voting and nonvoting members of the PRTPO on a voluntary basis or as requested by the Executive Board.

C. Policy Board meetings

Meetings of the Policy Board shall occur concurrently with the Executive Board, provided that voting on PRTPO business occurs solely by the Executive Board.

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5. Technical Advisory Committee

A. Purpose and responsibility

The Technical Advisory Committee (TAC) is a standing committee and advisory body whose purpose is to provide technical guidance to the Executive Board on policy and programs relating to regional transportation issues. The Executive Board shall provide direction to TAC regarding the TAC work plan for the year.

B. TAC membership

The TAC shall be comprised of both voting and nonvoting members of the PRTPO on a voluntary basis or as requested by the Executive Board. Representatives that sit on the TAC shall be the State Transportation Improvement Program contact for their member.

The TAC shall have two officers, Chair and Vice Chair. Those representatives eligible to serve as Chair and Vice Chair are those with members on the Executive Board. TAC officers shall serve two-year terms and no more than two consecutive terms in the same office. Elections shall occur during the first TAC meeting of the calendar year in which officer positions are open.

C. TAC Meetings

TAC meetings shall be held in accordance with the yearly schedule set by the TAC at the last TAC meeting of the calendar year. A quorum is required to conduct any business of the TAC and a quorum will consist of the presence of a majority of voting members. Only those members who are also voting members of the Executive Board shall have authority to vote on TAC recommendations and each member shall only have one vote regardless of how many representatives are present. The TAC shall nevertheless strive for consensus to move issues forward to the Executive Board.

6. The Lead Planning Agency

A. Appointment

The Executive Board will appoint a Lead Planning Agency (LPA) for the PRTPO by resolution. The LPA will act on behalf of the Executive Board and only as directed by the Executive Board.

The LPA may be changed at any time, provided that all voting members have been given a minimum of 30 days' notice of the proposed change, and that the LPA or Executive Board has been given at least 6 months' notice to allow for orderly transition.

B. Duties of the LPA

The LPA shall perform such duties as required by RCW 47.80.023 and as assigned by the

Executive Board within the limits of available funding. Regular duties shall include, but are not limited to, providing staff support to the Executive Board, the Policy Board and the TAC; developing and implementing the Unified Planning Work Program (UPWP), the Regional Transportation Plan (RTP), the Regional Transportation Improvement Program (RTIP), and the Human Services Transportation Plan (HSTP); preparing a biennial or annual budget; providing regular budget reports to the Executive Board; hiring, supervising, and administering contract personnel as directed by the Executive Board; and providing information, data inventories, and services as may be necessary to carry out the purpose of the PRTPO.

The LPA is also authorized to apply for any federal, state or private funding of any nature that may be available to assist the PRTPO in carrying out its goals and policies. Any funds obtained may be used for, but not limited to, services under contract for a fee to member agencies as long as such services are within the authority of the Executive Board to obtain.

7. Fiscal Agent

A. Appointment

The Executive Board will appoint a Fiscal Agent for the PRTPO by resolution. The Fiscal Agent will act on behalf of the Executive Board and only as directed by the Executive Board.

The Fiscal Agent may be changed at any time, provided that all voting members have been given a minimum of 30 days' notice of the proposed change and that the Fiscal Agent or Executive Board has been given at least 6 months' notice to allow for orderly transition.

B. Duties of the Fiscal Agent.

The Fiscal Agent shall perform such duties as assigned by the Executive Board within the limits of available funding. Regular duties shall include, but are not limited to, keeping charge, care and custody of all funds of the PRTPO in accordance with its full legal fiduciary duty to the PRTPO; keeping correct and complete financial books and records of accounts; collecting and disbursing funds in accordance with the UPWP and the Budget; and performing such other financial duties as may be assigned by the Executive Board.

8. Unified Planning Work Program and Budget

The purpose of the UPWP is to demonstrate adherence to the state minimum planning standards, to document the planning work, and to produce a plan that will provide a foundation for establishing a budget and funding agreement with WSDOT. The Executive Board shall develop and adopt either a two-year UPWP and Budget or an annual UPWP and Budget. The choice shall be at the Executive Board's discretion. Where the UPWP and Budget cover two years, both shall be reviewed and adjusted as necessary at least once in the two-year period.

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A. UPWP

The LPA shall prepare a draft UPWP as directed by the Executive Board. The UPWP shall be prepared in conformance with the UPWP Guidance from WSDOT and any policies and procedures adopted by the Executive Board.

B. Budget

The LPA shall prepare a draft Budget as directed by the Executive Board. The Budget shall be developed in accordance with the mission of the PRTPO as expressed in the UPWP and shall be based on WSDOT allocations and other revenues at a level of detail that correlates to UPWP tasks.

The Executive Board shall approve a final budget. No increase or decrease to the final budget shall occur without approval of the Executive Board. Status reports on the budget shall be provided to the Executive Board on a regular basis by the LPA.

9. Contract Services

The Executive Board may contract with member agencies, jurisdictions, tribal entities and/or other organizations to provide or secure services, so long as these contracts support the overall mission, roles, and function of the PRTPO, are consistent with the UPWP, and are consistent with procurement policies adopted by the Executive Board. The Executive Board shall also ensure that there are adequate resources to undertake and complete the work.

The Executive Board Chair is authorized to sign and execute contracts/agreements following approval by the Executive Board. The voting procedure of the Executive Board is covered in Section 3.

10. Open public meetings

To ensure appropriate notice, public involvement, and effective regional decision-making, all meetings of the PRTPO, and each committee or board thereof, will be conducted consistent with the requirements of the Washington Open Public Meetings Act, chapter 42.30 RCW.

11. Public records and records retention

The PRTPO shall maintain books, records, documents and other materials relevant to the operation of the PRTPO for a period of six years following the termination of this Agreement or such longer period as may be required by law and any litigation under this Agreement.

PRTPO records shall be subject to inspection, review and audit by the public in accordance with the Public Records Act, chapter 42.56 RCW, by members of the PRTPO, and by the Washington State Auditor's Office. Should any member require copies of any records, they agree to pay the costs thereof. The LPA shall serve as the PRTPO public records officer.

12. Claims

Any claim for damages made under chapter 4.96 RCW shall be filed with the LPA at:

Kitsap Transit  
Clerk of the Board  
60 Washington Avenue Suite 200  
Bremerton, Washington 98337

Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided to each member of the Executive Board.

13. Bylaw Review and Amendments

These bylaws will be reviewed at least every two years. Any amendments to the bylaws maybe approved by two thirds majority of the voting members present. Proposed changes shall be presented one meeting prior to the meeting at which action by the Executive Board will be taken.

These Bylaws are hereby ADOPTED by motion of the Peninsula Regional Transportation Planning Organization on the \_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_ Washington.

Peninsula Transportation Planning Organization

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Annette Nesse, PRTPO Chair

Original adoption: September 20, 2013  
Amendments: November 20, 2015  
January 18, 2019  
\_\_\_\_\_, 2019



## EXHIBIT A

### Membership for Determining a Quorum for Executive Board business DRAFT – TO BE FINALIZED UPON ILA EXECUTION

| <b>Clallam</b>         | <b>Jefferson</b>            | <b>Kitsap</b>        | <b>Mason</b>            | <b>Tribes</b>               |
|------------------------|-----------------------------|----------------------|-------------------------|-----------------------------|
| Clallam County         | Jefferson County            | Kitsap County        | Mason County            | Hoh Tribe                   |
| City of Forks          | City of Port Townsend       | City of Bremerton    | City of Shelton         | Jamestown S’Klallam Tribe   |
| City of Port Angeles   | Port of Port Townsend       | City of Port Orchard | Port of Allyn           | Lower Elwha Klallam Tribe   |
| City of Sequim         | Jefferson Transit Authority | City of Poulsbo      | Port of Shelton         | Makah Tribe                 |
| Port of Port Angeles   |                             | Port of Bremerton    | Mason Transit Authority | Port Gamble S’Klallam Tribe |
| Clallam Transit System |                             | Kitsap Transit       |                         | Quinalt Indian Nation       |
|                        |                             |                      |                         | Quileute Tribe              |
|                        |                             |                      |                         | Skokomish Indian Tribe      |
|                        |                             |                      |                         | Squaxin Island Tribe        |
|                        |                             |                      |                         | Suquamish Tribe             |

Quorum requirements from Section 3(E) of the Bylaws:

- i. Two members must be from within county boundaries of at least 3 of the 4 counties.
- ii. One of the two members described in (i) must be a duly elected representative.
- iii. One tribe is represented.
- iv. Two counties and two cities are represented.

## RESOLUTION NO. 2019-12

### **A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD AUTHORIZING THE EXECUTION OF THE PENINSULA REGIONAL TRANSPORTATION POLICY BOARD INTERLOCAL AGREEMENT.**

**WHEREAS**, the Peninsula Regional Transportation Planning Organization (PRTPO) was established through an Interlocal Agreement originally executed in 1990 by the counties of Clallam, Jefferson, Kitsap and Mason;

**WHEREAS**, the Interlocal Agreement was executed almost thirty years ago, and statutory and regulatory updates have occurred since then;

**WHEREAS**, the PRTPO has determined it necessary to update the Interlocal Agreement and to memorialize a clearer operational structure to give voting membership to every public agency that executes the updated Interlocal Agreement;

**WHEREAS**, the Washington State Department of Transportation(WSDOT) has notified the PRTPO that it will no longer serve as the Lead Planning Agency;

**WHEREAS**, the PRTPO has continuously operated with the important collaboration of the following entities for regional transportation planning and Mason Transit Authority wishes to continue this effort:

- The Counties of Clallam, Jefferson, Kitsap and Mason;
- The Cities of Bremerton, Forks, Port Angeles, Port Orchard, Port Townsend, Sequim, and Shelton;
- The Ports of Allyn, Bremerton, Shelton and Port Angeles;
- Clallam Transit, Jefferson Transit Authority, Kitsap Transit and Mason Transit;
- The Jamestown S'Klallam Tribe, Lower Elwa Klallam Tribe, Hoh, Makah Tribe, Quileute Nation, Port Gamble S'Klallam, Skokomish Indian Tribe, Squaxin Island Tribe, and Suquamish; and
- WSDOT – Olympic Region.

**WHEREAS**, the PRTPO has prepared an Interlocal Agreement and has asked that Mason Transit Authority execute this updated Interlocal Agreement to remain a voting member of the PRTPO subject to the terms of the Interlocal Agreement.

**WHEREAS**, Mason Transit Authority wishes to remain a voting member of the PRTPO and agrees to be bound by the terms of the Interlocal Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the General Manager is authorized to execute the attached Interlocal Agreement on behalf of Mason Transit Authority, thereby rendering Mason Transit Authority as a member of the Peninsula Regional Transportation Planning Organization.

Adopted this 21<sup>st</sup> day of May, 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 4 – *Actionable*  
**Subject:** Contract with Landau Associates for T-CC Parking Lot Environmental Services  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** May 21, 2019

**Background:**

Following notification from the Washington State Department of Ecology (“DOE”) that it was necessary for Mason Transit Authority to perform additional soil testing of the T-CC parking lot, we sought out an environmental compliance professional to provide those services necessary to complete the testing and seek a no further action opinion. We would like to proceed immediately so that we could construct a new pervious parking lot and pedestrian concourse while the weather is ideal for construction before the fall and winter weather arrive.

Landau Associates has provided MTA with its Scope of Services and cost estimate in connection with that project.

Legal Counsel has reviewed the Scope of Services Contract.

**Summary: Approval of Scope of Services with Landau Associates**

**Fiscal Impact:**

\$57,900

**Staff Recommendation:**

Approve

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve the Scope of Services Contract between Mason Transit Authority and Landau Associates, Inc. for the purpose of providing environmental services and approve Resolution No. 2019-13 authorizing the General Manager to sign the Scope of Services contract.

April 30, 2019

Mason Transit Authority  
526 Pattison Street, WE  
Olympia, WA 98501

Attn: Danette Brannin, General Manager

**Transmitted via email to: [dbrannin@masontransit.org](mailto:dbrannin@masontransit.org)**

**Re: Scope of Services and Cost Estimate  
T-CC Parking Lot Environmental Services  
Shelton, Washington**

Dear Ms. Brannin:

Landau Associates, Inc. (LAI) is pleased to present this proposal for environmental services in support of the proposed Mason Transit Authority (MTA) Transit-Community Center (T-CC) parking lot redevelopment project located at 522 Railroad Avenue in Shelton, Washington (site). The site has been enrolled in the Washington State Department of Ecology's (Ecology's) Voluntary Cleanup Program (VCP) due to various historical site uses.

Based on information provided by representatives of MTA, we understand that the site will be redeveloped with a new pervious parking lot and pedestrian corridor connecting Railroad Avenue to the T-CC. The top 3 feet (ft) of existing soil will be disposed of offsite to make way for pervious pavement and associated subgrade material. From a review of historical documents and resources available on the Ecology website, we understand the MTA requires documentation of soil and groundwater at the site in preparation for redevelopment.

## **Proposed Scope of Services**

Tasks for this scope of services include:

- Task 1. Project Planning
- Task 2. Soil and Groundwater Investigation
- Task 3. Data Evaluation and Reporting
- Task 4. Construction Regulatory Support
- Task 5: Project Management
- Contingent tasks, if needed
  - Stockpile Sampling
  - Additional Soil Analysis and Reporting.

Details related to each task are presented in the sections below.

### **Task 1. Project Planning**

LAI will complete the following:

- Preparation of a sampling plan (work plan), which will provide details of the investigation.

- Coordination with Ecology's VCP program to confirm that the proposed work will meet Ecology requirements (additional analytes may be added to the list below, if recommended by Ecology).
- Preparation of a site-specific health and safety plan.
- Coordination with MTA to identify utilities in the area and access to the site.

## Task 2. Soil and Groundwater Investigation

LAI will complete a subsurface investigation to determine whether soil or groundwater contamination is present. Soil borings will be advanced with a direct-push drill rig at eight locations around the site, focusing on areas along the property boundary and near the existing building. Soil samples will be collected from each boring; groundwater samples will also be collected from three of the borings. The field investigation scope is summarized below:

- Eight soil borings will be advanced to a maximum depth of 15 ft below ground surface (bgs). It is anticipated that groundwater is shallow during the wet season (3 to 4 ft bgs).
- Soil samples will be collected and field-screened at each boring location; soil samples will also be visually classified for soil type.
- A surface soil sample will be collected from six of the eight soil borings spaced evenly throughout the site and analyzed for pre-disposal characterization purposes. At each of the six borings, the top 0 to 3 ft bgs will be composited to represent the material that will be disposed of offsite. Additional characterization stockpile sampling (if required) is included as a scope contingency.
- If field screening indicates no evidence of contamination, a sample will be collected in each of the eight soil borings at the bottom of the boring or immediately above the groundwater table (if encountered). If evidence of contamination is encountered in a boring, an additional soil sample may be collected from each boring; additional budget to cover these analytical costs will be requested in a budget amendment. For the purposes of cost estimation, a total of 14 soil samples are assumed (one at the bottom of each of the 8 borings and 6 composite samples for waste characterization).
- Soil samples will be appropriately preserved and submitted to Eurofins TestAmerica Laboratory located in Fife, Washington, under appropriate chain-of-custody procedures. Analyses will be run on a standard 2-week turnaround time, for the following analyses:
  - Gasoline-range, diesel-range, and oil-range petroleum hydrocarbons (GRO, DRO, and ORO, respectively) by Ecology-approved NWTPH-Gx and NWTPH-Dx.
  - Volatile organic compounds (VOCs) by US Environmental Protection Agency (EPA) Method 8260C. Samples will be analyzed for constituents commonly found in petroleum products, including benzene, toluene, ethylbenzene and xylenes (BTEX); 1,2-dichloroethane (EDC); and methyl tertiary butyl ether (MTBE)
  - 1,2-dibromoethane (EDB) by EPA Method 8011 and 8260LL.
  - Resource Conservation and Recovery Act (RCRA) 8 metals<sup>1</sup> by EPA Method 6020A/7471 and hexavalent chromium at up to three locations by EPA Method 7196A.
  - Carcinogenic polycyclic aromatic hydrocarbons (cPAHs) using EPA Method 8270 select ion monitoring (SIM).
  - Polychlorinated biphenyls (PCBs) using EPA Method 8082A.
  - All volatile soil samples will be collected using EPA Method 5035.

<sup>1</sup> Resource Conservation and Recovery Act Metals include arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver.

- A groundwater sample will be collected from a temporary well screen installed at three of the boring locations. One duplicate groundwater sample will be collected for quality control purposes. Groundwater samples will be appropriately preserved and submitted to Eurofins TestAmerica Laboratory located in Fife, Washington under appropriate chain-of-custody procedures. Analyses will be run on a standard 2-week turnaround time, for the following analyses:
  - GRO, DRO, and ORO by NWTPH-Gx and NWTPH-Dx.
  - BTEX by EPA Method 8260C.
  - EDB by EPA Method 8011.
  - Dissolved RCRA 8 metals by EPA Method 6020A/7471. Groundwater samples to be analyzed for metals will be field-filtered.
  - cPAHs by EPA Method 8270 SIM
  - PCBs by EPA Method 8082.
- Investigation derived waste (IDW) groundwater and soil generated as part of this subsurface investigation will be drummed separately (one drum for soil and one drum for aqueous waste), properly labeled, and stored onsite. LAI will coordinate the disposal of IDW following completion of field sampling. Costs for IDW disposal, including subcontractor costs, are included in this proposal. LAI assumes one additional visit to the site to facilitate pickup of the IDW drums by the disposal contractor. LAI will also coordinate with MTA to ensure the waste manifest is signed by appropriate transit authority personnel.

### **Task 3. Data Evaluation and Reporting**

Upon receipt of soil and groundwater sample laboratory results, LAI will conduct a review of the analytical data for quality control/quality assurance purposes, tabulate the data, and compare the results to applicable regulatory criteria.

The results of the subsurface investigation and analytical sample results will be documented in a technical memorandum that will be suitable for submittal to Ecology's VCP. The technical memorandum will include recommendations for follow-up activities and/or appropriate cleanup options based on the investigation results and current and future site development plans. A draft of the technical memorandum will be submitted to MTA for review prior to finalization. Both draft and final memoranda will be submitted electronically.

This task also includes submitting analytical results through Ecology's Environmental Information Management system (EIM; required for the VCP program). It is assumed that historical analytical results have already been submitted and only analytical results from LAI investigations will be included in the EIM submittal.

### **Task 4. Construction Regulatory Support**

Task 4 services include LAI time to review and comment on MTA and contractor submittals, and answer questions that arise during preparation for and execution of construction. It is assumed that the site has relatively low concentrations of contaminants, and little oversight will be required. It is assumed that 20 hours of LAI personnel time will be required for this task.

## Task 5. Project Management

This task will include overall coordination, contracting, management, project billing, and administration of the project including communications with MTA and contractors.

### *Contingent Task - Stockpile Sampling*

Task 2 includes shallow soil characterization sampling in support of offsite disposal. In the event that the results of the subsurface investigation (Task 2) indicate soil concentration hotspots, additional stockpile sampling will likely be required. This task includes one additional mobilization to the site for soil sampling, analytical costs for up to six soil samples, and additional time for data management and evaluation.

### *Contingent Task - Additional Soil and Groundwater Analysis and Reporting*

A number of contingent soil and groundwater analyses are included:

- In the event that visual evidence of contamination is encountered (as described in Task 2), additional collection of soil samples may be required. This task includes budget for eight additional soil samples for the analyses described in Task 2.
- If hexavalent chromium is detected in the three soil samples, all samples above cleanup levels will be analyzed for hexavalent chromium (up to 20 additional samples)
- If hexavalent chromium is detected in soil, groundwater samples will also be analyzed for hexavalent chromium by EPA Method 7196A.

This task also includes additional time for data management and evaluation.

## Estimated Budget

The estimated budget is detailed below and is based on the information provided to LAI and on our previous experience with similar projects. If unforeseen conditions are encountered, we will bring these to your attention and seek modification to the scope of services and budget, as appropriate.

| Scope of Services   | Cost             |
|---|------------------|
| <b>Task 1: Project Planning</b>                               | <b>\$ 5,500</b>  |
| <b>Task 2: Soil and Groundwater Investigation</b>             | <b>\$23,000</b>  |
| LAI Labor   | \$ 5,200         |
| Direct Costs (Mileage, Field Sampling Equipment, Supplies)    | \$ 1,000         |
| Utility Locates   | \$ 300           |
| Drilling Costs  | \$ 2,800         |
| Analytical Costs  | \$12,900         |
| Waste Disposal  | \$ 800           |
| <b>Task 3: Data Evaluation and Reporting</b>                  | <b>\$ 6,900</b>  |
| <b>Task 4: Construction Regulatory Support</b>                | <b>\$ 4,500</b>  |
| <b>Task 5: Project Management/Administration</b>              | <b>\$ 4,400</b>  |
| <b>TOTAL</b>  | <b>\$44,300</b>  |
| <i>Contingency – Stockpile Sampling</i>                       | <i>\$ 5,400</i>  |
| <i>Contingency – Additional Soil and Groundwater Analysis</i> | <i>\$ 8,200</i>  |
| <b>TOTAL (with contingency)</b>                               | <b>\$ 57,900</b> |



## Assumptions

For the purpose of scoping and budgeting this project, the following assumptions were made:

- All work will be completed on MTA property. MTA will provide LAI with necessary access to the property and drilling locations and ensure that the locations are accessible by the drill rig and field vehicles. MTA will coordinate closure or rerouting of traffic in the area during work periods, as necessary.
- The marking of the planned boring locations and the locations of the underground utilities will require 4 hours for one LAI professional (including travel) and approximately 2 hours onsite for the utility locating subcontractor.
- Non-conductible utilities and other subsurface features (e.g., sprinkler lines and concrete sanitary or storm sewer pipes) are not typically identified using conventional radio detection utility locating equipment. Despite our best efforts to avoid utilities, utility damage is sometimes unavoidable due to mismarked or unlocatable utilities. LAI does not accept any liability if undocumented and/or non-conductible utilities are encountered during exploration activities in areas cleared by the public and private utility locate services.
- The subsurface investigation work will take one, 12-hour day for two LAI field staff and our drilling subcontractor. Work is assumed to occur during business hours, 7:00 a.m. to 5:00 p.m. Work can be conducted during off-shift or weekend hours upon request for an additional fee, which is not included in the budget estimate.
- Temporary soil boring location coordinates will be collected using a hand-held GPS unit.
- Soil borings will be backfilled in accordance with Ecology regulations and the ground surface patched with like material to the original grade. It is assumed that all soil borings will be advanced in gravel, and concrete coring or patching is not required.
- The analytical laboratory estimate assumes that all analyses will be requested with a standard, 2-week turnaround time. Expedited analysis is available upon request for an additional fee to cover additional subcontractor costs, which is not included in the budget estimate.
- The waste generated during field activities will be properly drummed, labeled, and stored on-site for management by MTA. MTA will sign all applicable waste manifests and disposal documentation. Costs for offsite disposal of the estimated quantities of soil as non-hazardous waste are included in the budget estimate. If analytical results determine that the waste does not qualify as non-hazardous, LAI will discuss appropriate disposal options for the waste and any need for modification of the disposal costs with you.
- The handling charge for subcontractor expenses is 12 percent, and is included in our estimated costs.

## Authorization and Proposed Project Schedule

Our services will be provided on a time and materials basis using our attached standard fee schedule (Exhibit A). Our services will be provided in accordance with our attached general conditions (Exhibit B), which are hereby made a part of this agreement. If the contingency tasks detailed in the document are required, MTA will be notified and a notice to proceed will be authorized prior to beginning these tasks. Other contingency costs for additional scope items (such as soil gas and/or indoor air sampling, remediation oversight, etc.) are not included in this proposal, but will be brought to MTA's attention as soon as possible, and authorized in separate amendments.

If these conditions and budget are acceptable, please sign the authorization below and return it to us or authorize by your preferred method. LAI is prepared to commence work under this scope of services immediately upon receipt of authorization.

\* \* \* \* \*

Thank you for providing LAI the opportunity to submit this proposal. We look forward to working with you on this project. Please contact Sarah Fees at [sfees@landauinc.com](mailto:sfees@landauinc.com) if you have questions regarding this proposal.

LANDAU ASSOCIATES, INC.



Sarah Fees, LG  
Senior Geologist



Eric Weber, LHG  
Principal

SMM/tam  
2019-6977

[X:\MASON TRANSIT AUTHORITY\2019-04\_T-CC PARKING LOT, SHELTON\PROPOSAL\LAI\_MTA T-CC PARKING LOT PRO\_043019.DOCX]

Attachments: 2019 Compensation Schedule  
General Conditions

\* \* \* \* \*

### AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By \_\_\_\_\_  
Signature\* Printed

For \_\_\_\_\_  
Firm\* Date

\*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.

Mason Transit Authority  
T-CC Parking Lot Environmental Services  
Shelton, Washington

# COMPENSATION SCHEDULE – 2019



| <b>Personnel Labor</b>          | <b>Hourly Rate</b> |
|---------------------------------|--------------------|
| Senior Principal                | 270                |
| Principal                       | 250                |
| Senior Associate                | 230                |
| Associate                       | 205                |
| Senior                          | 185                |
| Senior Project                  | 170                |
| Project                         | 155                |
| GIS Analyst                     | 155                |
| Senior Staff / CAD Designer     | 139                |
| Staff / Senior Technician II    | 124                |
| Data Specialist                 | 124                |
| CAD / GIS Technician            | 124                |
| Project Coordinator             | 112                |
| Assistant / Senior Technician I | 103                |
| Technician                      | 83                 |
| Support Staff                   | 72                 |

Expert professional testimony in court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

## **Equipment**

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

## **Subcontractor Services and Other Expenses**

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

## **Invoices**

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

## **Term**

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

# GENERAL CONDITIONS



**SERVICES TO BE PROVIDED** – Landau Associates agrees to provide Client, for Client’s sole benefit and exclusive use, the consulting services identified in Landau Associates’ proposal (the Services). The proposal, together with these general conditions, form the Agreement under which the Services will be performed and shall have control over any other forms or agreements unless expressly modified in writing and signed by Client and Landau Associates. This Agreement gives no rights or benefits to anyone other than Client and Landau Associates. The Services are limited to those expressly set forth in the proposal. If a service is not specifically identified, it is expressly excluded. Landau Associates shall have no other obligations, duties, or responsibilities except as expressly provided in this Agreement. Client expressly agrees that Landau Associates shall have no responsibility for construction means, methods, or safety.

**DIFFERING CONDITIONS** – Landau Associates shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client regarding the project site. If Landau Associates believes that any condition encountered at the site or during the course of the project is inaccurate or differs materially from that indicated, reflected, or referred to at the time of Landau Associates’ proposal, Landau Associates shall notify Client within a reasonable time. Such differing conditions shall include but are not limited to: access, physical conditions such as subsurface conditions or underground utilities, condition of existing structures, and the presence of asbestos or any substance or material categorized as hazardous or toxic by federal, state, or local laws and regulations. Landau Associates shall not be required to continue performing the Services until such time as a change in compensation, time for performance, and/or other resolution of the differing condition has been mutually agreed to by Client and Landau Associates.

**OWNERSHIP OF DOCUMENTS** – Unless otherwise agreed as evidenced by mutual written confirmation, all logs, notes, calculations, reports, and other documents (“Work Product”) prepared by Landau Associates are instruments of service and are the property of Landau Associates. Client is responsible for appropriate use of the Work Product and recommendations by Landau Associates. Any and all such Work Product and recommendations are provided for the specific project(s), as identified; any reuse of the same for extensions of a project, or disregard for or deviation from Landau Associates’ recommendations, or for use on any other project, shall be at Client’s sole risk and without liability to Landau Associates. Client shall not, absent prior written agreement, use any Landau Associates Work Product if Landau Associates’ Services have been terminated prior to completion or Landau Associates has not been paid in full. Client shall release, defend, indemnify, and hold Landau Associates harmless from all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use or reuse of the Work Product.

**STANDARD OF CARE** – Landau Associates’ services will be performed with the degree of skill and diligence normally employed by engineering or other professionals performing similar services in the project area at the time Services are performed. No other warranty or representation, either express or implied, is included or intended in our proposals, contracts, reports, and communications.

**INSURANCE** – Landau Associates, at its own expense, carries professional liability, workers’ compensation, and employer’s liability coverage as required by applicable state law, and general liability insurance, including automobile liability. The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. If Client desires insurance coverage in addition to that carried by Landau Associates at the time of the Agreement, Landau Associates will cooperate to obtain such additional insurance, if available, at Client’s expense.

**LIMITATION OF LIABILITY** – Landau Associates shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Client or others, however caused. Landau Associates’ liability under this Agreement shall be limited as follows: (a) for insured liabilities arising out of Landau Associates’ negligence, to the amount of the insurance then available to fund any settlement, award, or verdict; (b) for uninsured liabilities, to an amount not to exceed the total fee paid under this Agreement or \$50,000, whichever is greater.

For services involving subsurface explorations including excavations and drilled borings, Landau Associates will use good faith efforts to identify subsurface utilities and structures through the following methods: review of Client-provided information (which Landau Associates shall be entitled to rely on), notifying the Utility Notification Center to request the marking of public utilities, and contracting with private locating services to mark private utilities and public utilities not marked on private property by utilities responding to the Utility Notification Center location request. Landau Associates shall not be liable for damage to utilities or other subsurface structures not identified through its good faith efforts, including, but not limited to, non-conductible utilities that cannot generally be located using standard locating techniques.

**PERSONAL LIABILITY** – No employee of Landau Associates shall incur personal liability to Client related to the Services.

**INDEMNIFICATIONS** – Client acknowledges that Landau Associates is not responsible for the creation or presence of contamination or pollution, if any, at the property. Client agrees to release, indemnify, and defend Landau Associates and any of its officers and employees from and against any claim, suit, action, or liability due to or related to contamination conditions at the property except to the extent such claim, suit, action, or liability is caused by the negligence of Landau Associates. For the purposes of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment of or near the property. Landau Associates will promptly notify Client of contamination conditions, if identified.

**SITE SUPERVISION** – Landau Associates has no overall supervisory authority or actual and/or direct responsibility for the specific working conditions at the site and/or for any hazards resulting from the actions of any trade contractor. Unless expressly provided in the scope of services, Landau Associates has no duty to inspect, supervise, note, correct, or report any health or safety deficiencies of Client, contractors, or other entities or persons at the project site not employed or subcontracted by Landau Associates.

**PAYMENT** – Invoices for Landau Associates’ services will be issued monthly, payable upon receipt. ~~Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.~~ Any attorney’s fees or other costs incurred by Landau Associates in collecting any delinquent amount shall be paid by Client. If the Client fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after Landau Associates gives Client notice of such failure, Landau Associates shall have the right to immediately terminate this Agreement and the Services provided hereunder. The right to terminate shall be without liability to Landau Associates and shall be in addition to all other legal, equitable, or contractual remedies available to Landau Associates. Client shall have no right of setoff against any billings of Landau Associates for disputed claims or withholding of services.

**SUSPENSION OR TERMINATION** – If Client requests suspension or termination of our services prior to completion, Landau Associates reserves the right to complete such analyses and records as are necessary to place the files in order, and, when necessary to protect our professional reputation, to complete a report on the services provided to date. Client shall compensate Landau Associates for personnel time and all reasonable expenses at current rates for work completed prior to suspension or termination and for work required to accomplish such closing.

**TIME BAR TO LEGAL ACTION** – The parties agree that all legal actions by either party against the other concerning the Services provided under this Agreement shall be barred two (2) years after the completion of Services by Landau Associates.

**GOVERNING LAW** – This Agreement shall be governed by Washington law unless otherwise mutually agreed upon in writing.

**SEVERABILITY AND SURVIVAL** – In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this Agreement allocating or limiting liability shall survive the completion of the Services hereunder and the termination of this Agreement.

**RESOLUTION NO. 2019-13**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE  
SCOPE OF SERVICES CONTRACT WITH LANDAU ASSOCIATES  
REGARDING ENVIRONMENTAL SERVICES AT THE T-CC PARKING LOT  
AND PEDESTRIAN CONCOURSE.**

**WHEREAS**, Mason Transit Authority (“MTA”) through its Authority Board desires to participate in the Washington State’s Department of Ecology (“DOE) Voluntary Cleanup Program as recommended by the DOE; and

**WHEREAS**, MTA has sought out an environmental compliance professional to provide the necessary services so as to complete the testing and seek a no further action opinion from the DOE, thereby making it possible to construct a new pervious parking lot and pedestrian concourse while fall weather is favorable for construction; and

**WHEREAS**, Landau Associates has outlined in its Scope of Services contract its responsibilities and process to achieving compliance with DOE;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the General Manager is authorized to sign the Scope of Services between MTA and Landau Associates relating to necessary work and services to bring the parking lot located behind the T-CC into compliance with the DOE so that parking lot construction may begin.

Adopted this 21<sup>st</sup> day of May, 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:** Informational Presentation – *Informational*  
**Subject:** Financial Outlook and Operating Margin Update  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** May 21, 2019

### Summary for Informational Purposes:

Included: Sustainability Projections - Through 2024, 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 can 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 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

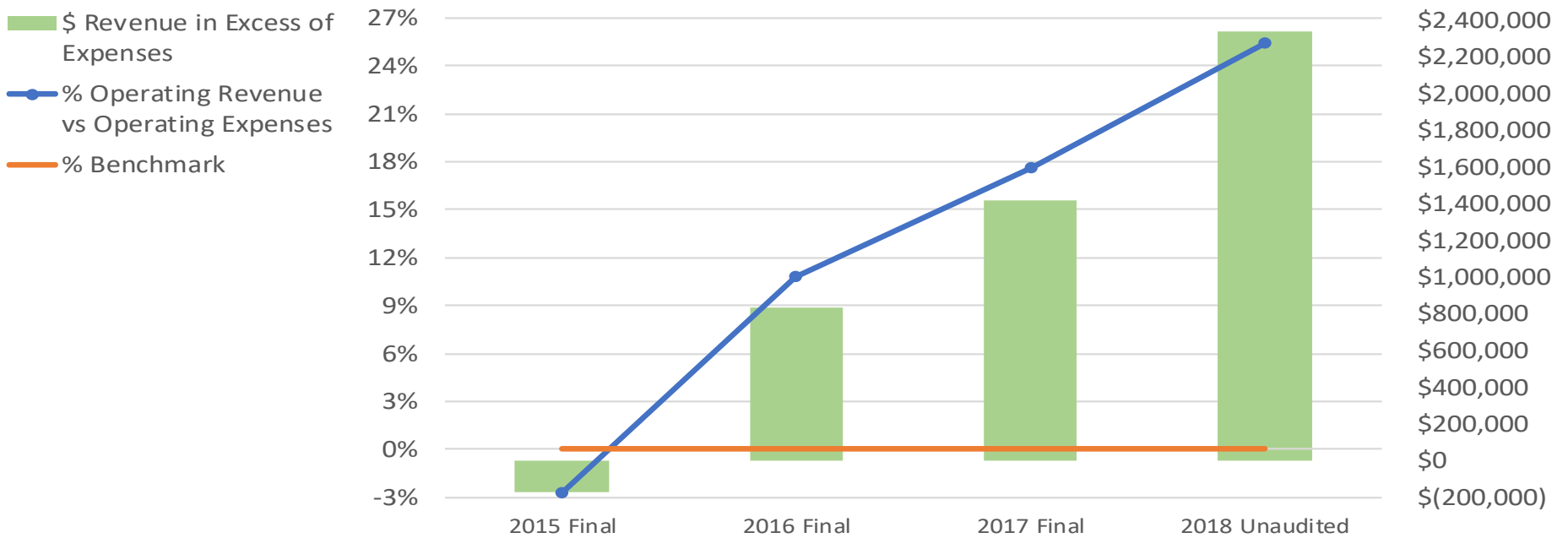
It is management's goal to maintain a positive 5 year sustainability plan. The projections below reflect success with this strategy based on projected revenue and expenses. Sales tax has been adjusted from what has been budgeted for 2019 to the actual amount received in 2018, with 3% growth applied to future years. The plan allows for a continued commitment to building reserves, with no need to expend reserves through 2024 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                     | 2018                | 2019                | 2020                | 2021                | 2022              | 2023              | 2024              |
|--|---------------------|---------------------|---------------------|---------------------|-------------------|-------------------|-------------------|
|  | Actual              | Budgeted            | Projected           | Projected           | Projected         | Projected         | Projected         |
| <b>Operating</b>                                 |                     |                     |                     |                     |                   |                   |                   |
| Revenue  |                     |                     |                     |                     |                   |                   |                   |
| Local Sales Tax                                  | \$ 4,807,028        | \$ 4,807,028        | \$ 4,951,239        | \$ 5,099,776        | \$ 5,252,769      | \$ 5,410,352      | \$ 5,572,663      |
| Investment Interest                              | 106,978             | 45,000              | 45,900              | 46,818              | 47,754            | 48,709            | 49,683            |
| Operating Grants                                 | 3,378,164           | 3,189,554           | 3,158,680           | 3,186,854           | 3,215,028         | 3,343,629         | 3,477,374         |
| Fares  | 356,544             | 368,500             | 375,870             | 383,387             | 391,055           | 398,876           | 406,854           |
| TCC - Related                                    | 162,843             | 125,630             | 128,143             | 130,706             | 133,320           | 135,986           | 138,706           |
| Miscellaneous                                    | 367,686             | 214,507             | 305,391             | 301,779             | 279,370           | 301,424           | 300,075           |
| Expended Reserves                                | -                   | -                   | -                   | -                   | -                 | -                 | -                 |
| <b>Total Operating Revenue</b>                   | <b>9,179,243</b>    | <b>8,750,219</b>    | <b>8,965,223</b>    | <b>9,149,320</b>    | <b>9,319,296</b>  | <b>9,638,976</b>  | <b>9,945,355</b>  |
| Expenses   |                     |                     |                     |                     |                   |                   |                   |
| Salaries and Benefits                            | 4,841,057           | 5,520,376           | 5,695,018           | 5,979,769           | 6,278,757         | 6,592,695         | 6,922,330         |
| Fuel   | 389,011             | 400,250             | 405,482             | 425,756             | 447,044           | 469,396           | 492,866           |
| Insurance  | 238,506             | 235,477             | 262,305             | 273,489             | 277,975           | 292,635           | 307,372           |
| TCC  | 198,275             | 240,263             | 242,661             | 266,927             | 293,620           | 322,982           | 355,280           |
| Other Goods and Services (Excludes Depreciation) | 1,177,698           | 903,779             | 939,930             | 977,527             | 1,016,628         | 1,057,293         | 1,099,585         |
| Reserves Allocation                              | 699,494             | 120,000             | 120,000             | 120,000             | 120,000           | 120,000           | 120,000           |
| <b>Total Operating Expenses</b>                  | <b>7,544,041</b>    | <b>7,420,145</b>    | <b>7,665,396</b>    | <b>8,043,468</b>    | <b>8,434,024</b>  | <b>8,855,001</b>  | <b>9,297,433</b>  |
| <b>Net Operating Income (Deficit)</b>            | <b>\$ 1,635,202</b> | <b>\$ 1,330,074</b> | <b>\$ 1,299,827</b> | <b>\$ 1,105,852</b> | <b>\$ 885,272</b> | <b>\$ 783,975</b> | <b>\$ 647,922</b> |
| <b>Pooled Reserve</b>                            | <b>699,494</b>      | <b>819,494</b>      | <b>939,494</b>      | <b>1,059,494</b>    | <b>1,179,494</b>  | <b>1,299,494</b>  | <b>1,419,494</b>  |

# Operating Margin

## HIGHLIGHTS

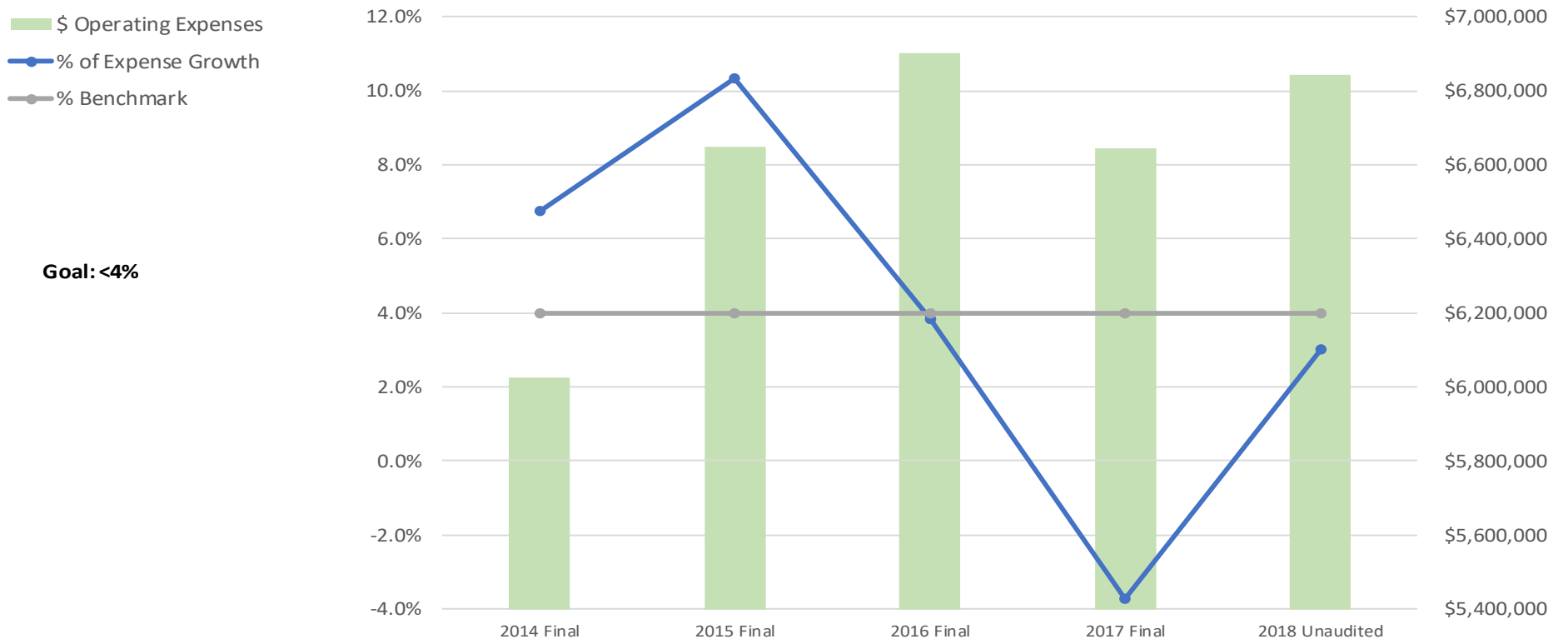
The measurement below represents the percentage of total operating revenues available to cover operating expenses. If the amount is positive, it implies that receipts were sufficient to cover spending on operations.



# % of Operating Expense Growth

## HIGHLIGHTS

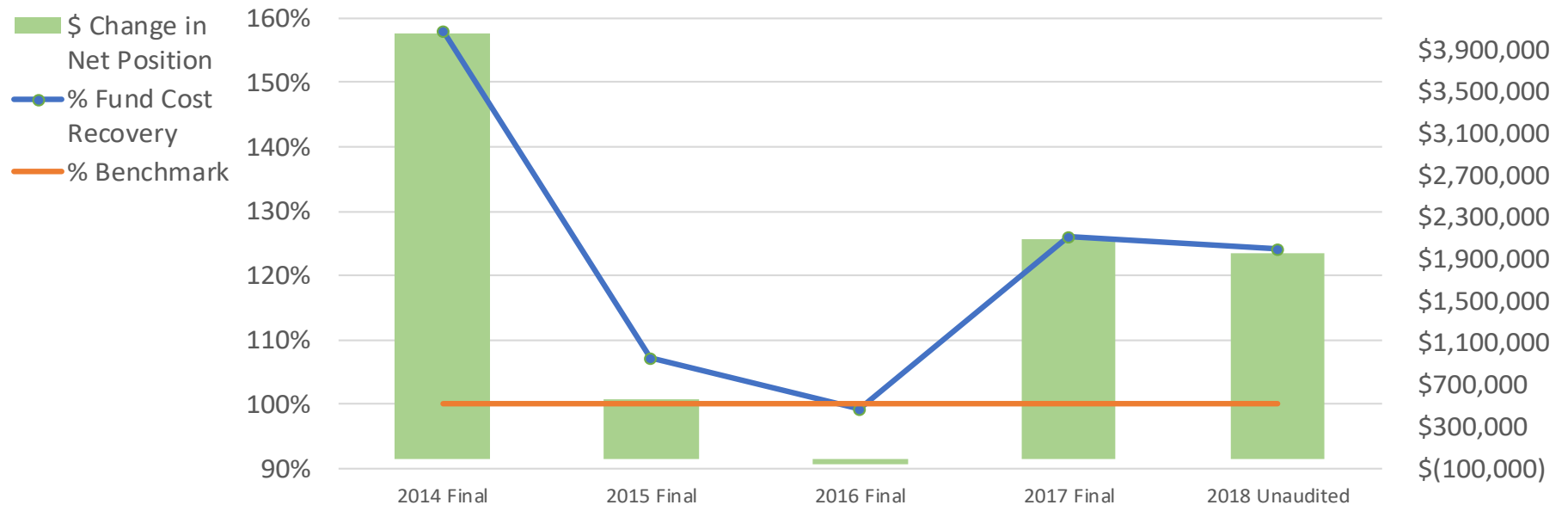
It is management's goal to limit the growth of operating expenses year over year to less than 4%. Expenses in 2015 reflect the increased costs to staff and maintain the Transit Community Center. 2016 and forward, reflect the strategy to control expense growth.



# General Fund Cost Recovery

## HIGHLIGHTS

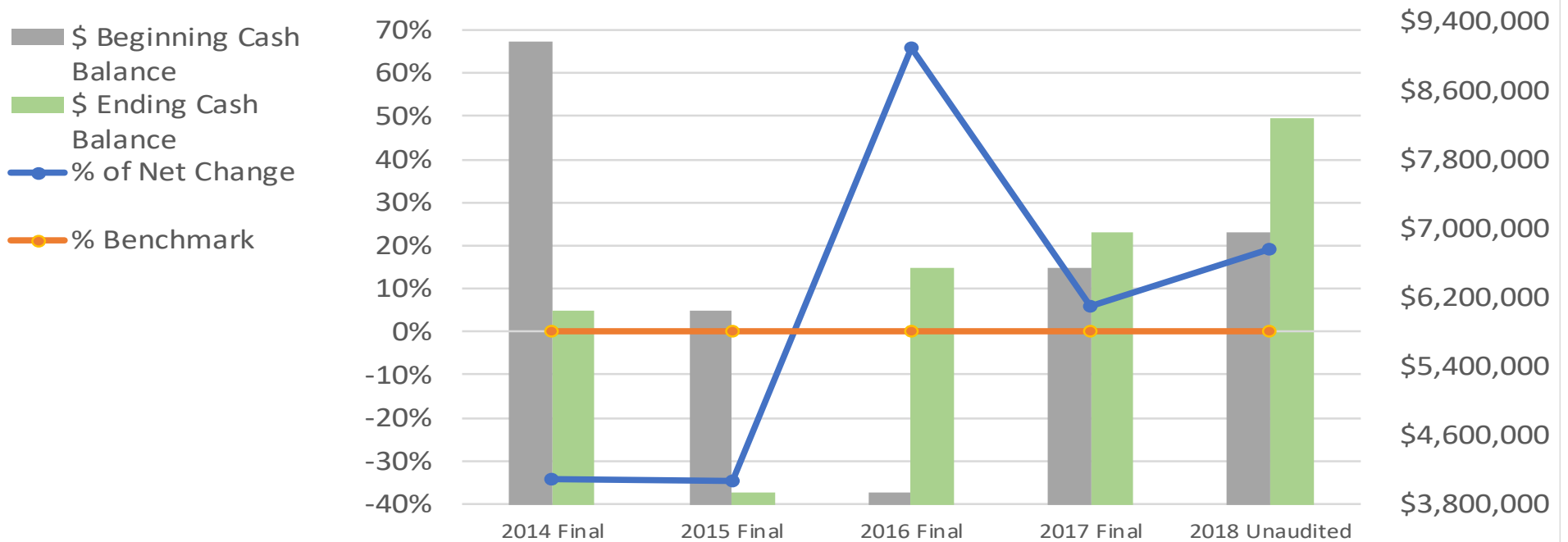
This indicator shows whether funds are able to recover costs considering all operating and non-operating revenue sources. A measure of 100% or greater indicates that the fund as a whole was successful recovering the full costs of service through charges for services or other revenue/sources. A measure 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

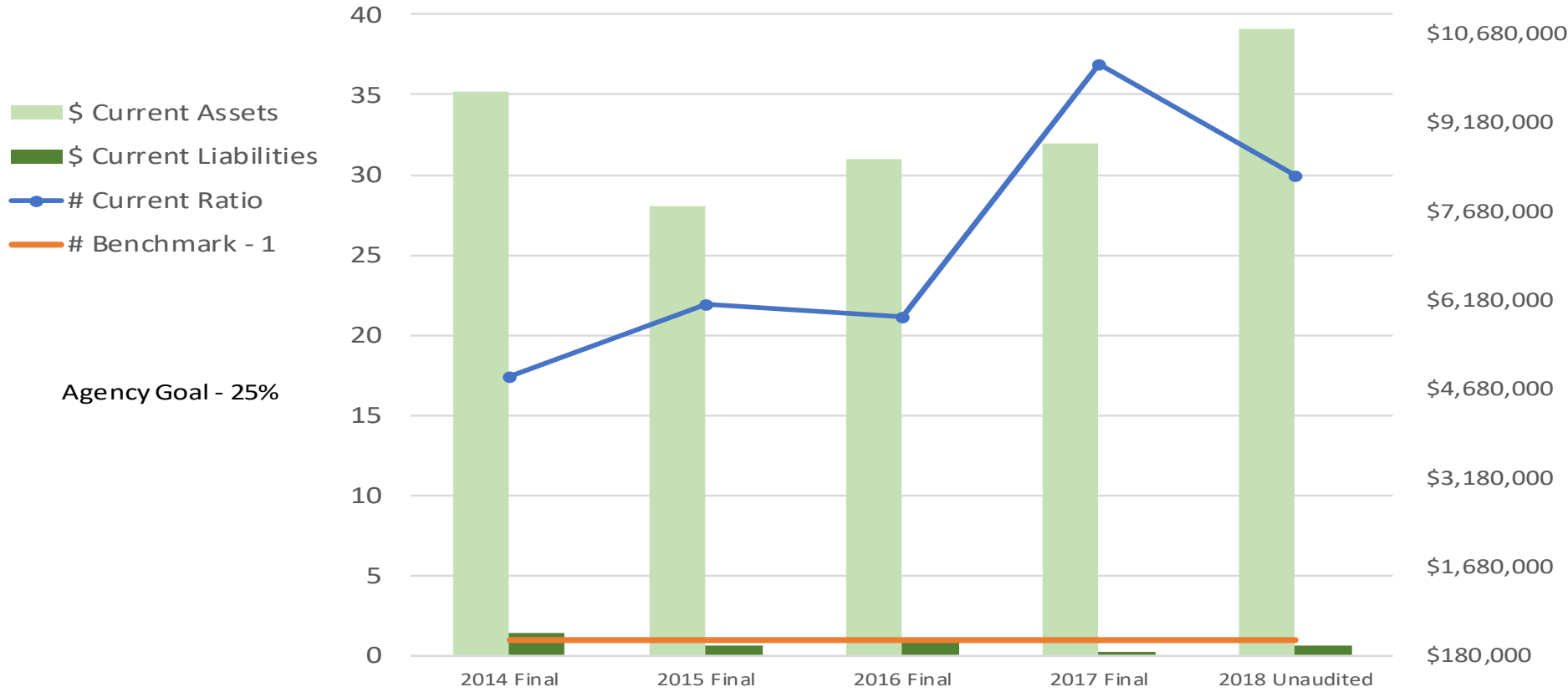
Beginning in 2014 cash flow was impacted by the construction of the Transit Community Center. 2016 cash flow saw a significant increase due to the receipt of grant funds for the construction of the T-CC. 2017 & 2018 balances reflect a commitment to rebuilding cash reserves. We are within 10% of our 2014 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

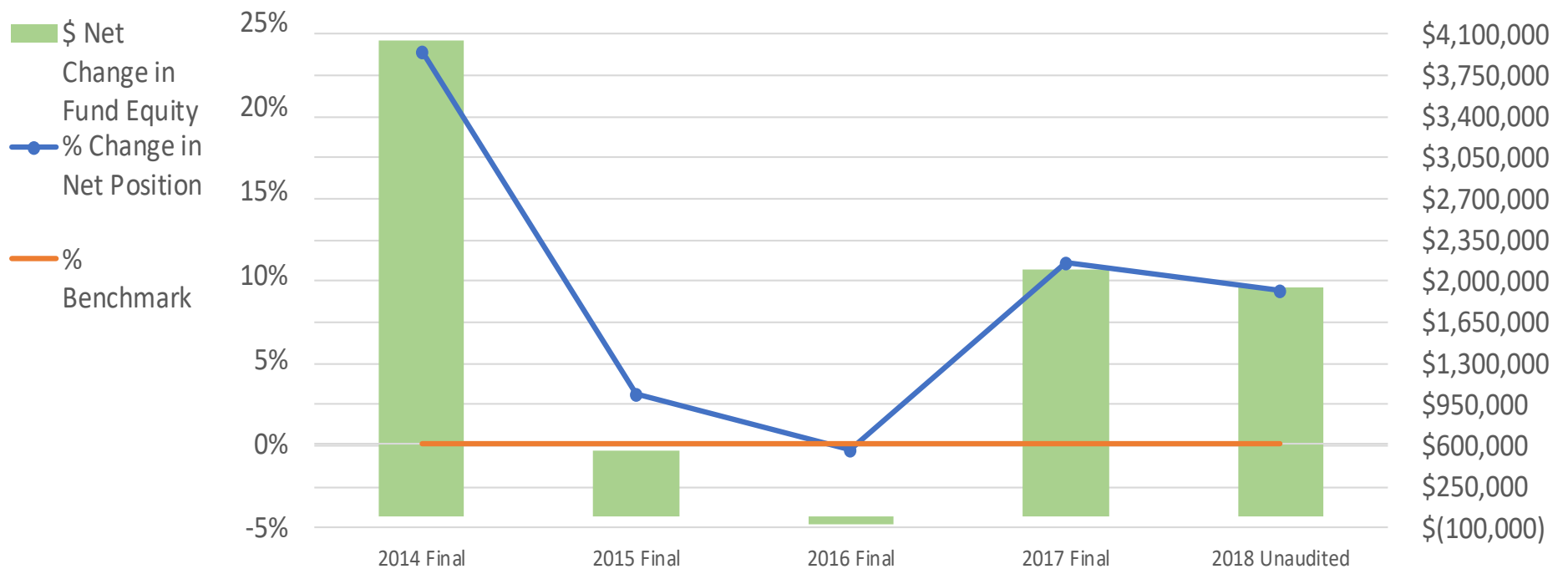
Current Ratio measures the number of times current assets can cover the cost of current liabilities from the general fund. An amount above 1.0 implies that we are able to pay expenses as they come due. Current assets are made up of cash on hand, invested funds, accounts receivable, grant receivable, 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:** Operations Statistics and Reports  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** May 21, 2019

**Summary for Discussion Purposes:**

The Operations Statistics information provides a 4-year visual for ridership performance for Demand Response (DAR), In-County, Out-of-County and Express service.

As noted, direct operational project expenses are allocated by % of miles traveled for each operational project and used to calculate costs per passenger trips, miles, and hours.

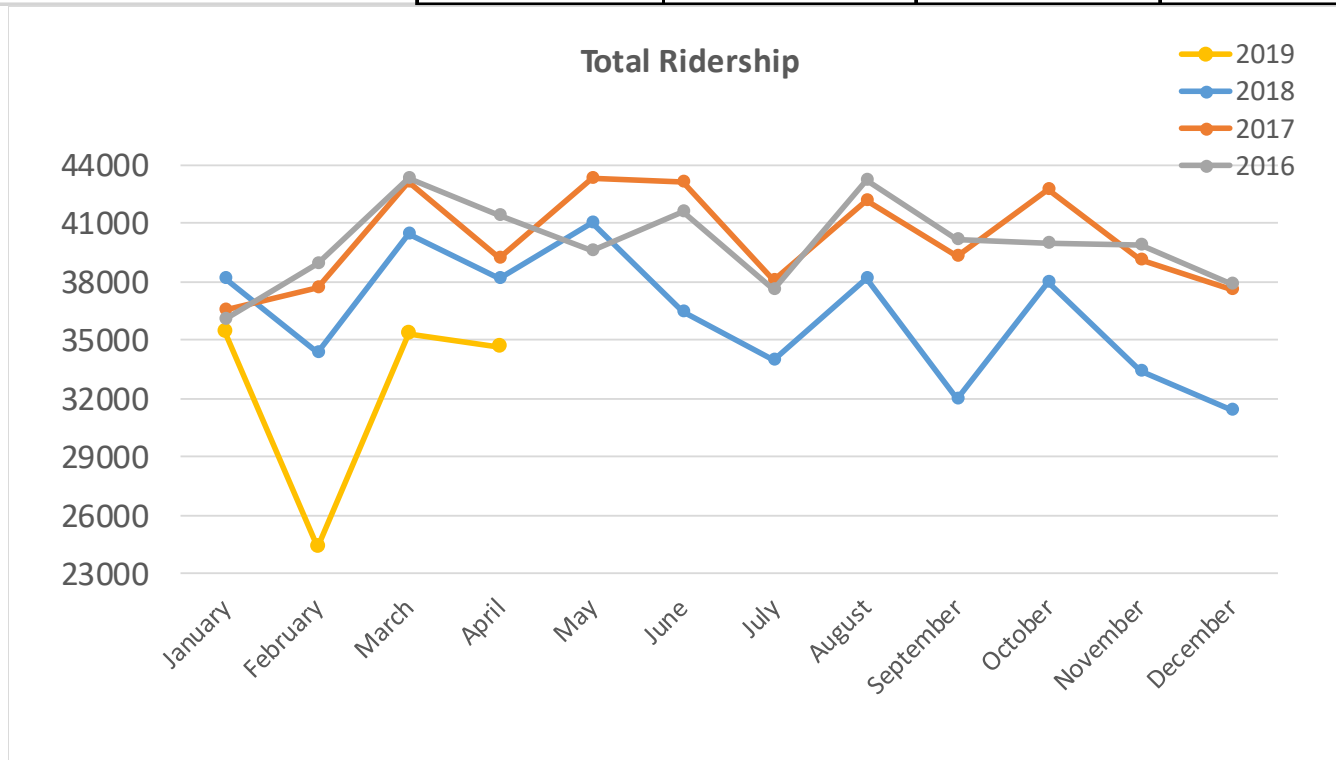


# Total Ridership

## HIGHLIGHTS

From Jan. 1 to April 31, 2019 an estimated 11,088 rides were lost due to: **Snowmageddon** - Potentially 8,077 riders were lost due to snow days when MTA was closed or only running snow routes, **Road Construction** – From Feb. 20 thru March 31, 2019, approximately 1,598 riders were lost due to the closure of Olympic Highway North, **Driver Shortage** – June 2018, we cancelled a block of DAR and one other in September because of driver shortages resulting in potentially 3,614 riders lost.

| Total Service                                | Jan - Mar<br>2018 | Jan - Mar<br>2019 | Rolling 12<br>Months | Rolling Prev.<br>12 months | Rolling<br>Variance |
|--|-------------------|-------------------|----------------------|----------------------------|---------------------|
| Passenger Trips ( <i>one-way boardings</i> ) | 112,912           | 95,043            | 417,587              | 477,360                    | -12.5%              |



# Total Ridership Stats

## HIGHLIGHTS

Direct Project Expenses include only those costs to support Operations, Dispatch, Worker Drivers, Drivers, Maintenance, & Belfair, not including administrative costs. Costs are allocated by % of miles for each service type. \*Total Service does not include Vanpool, Volunteer Driver, Squaxin, Radich or T-CC.

Of special note, the Rolling Variance for Direct Project Expenses at 2.9% is below the Operating Expense Growth goal of 4%.

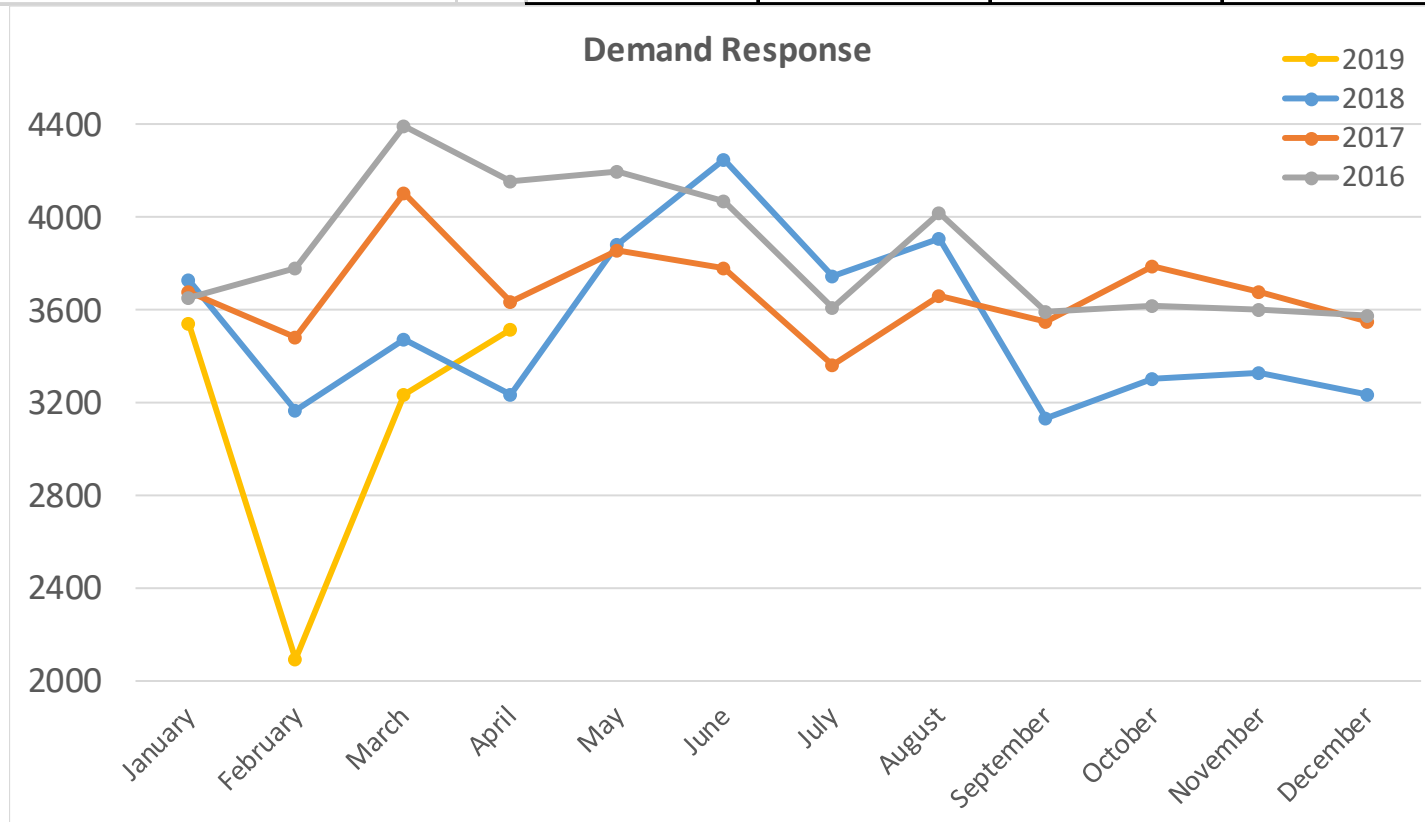
| <b>Total Service</b>                       | <b>Jan - Mar<br/>2018</b> | <b>Jan - Mar<br/>2019</b> | <b>Rolling 12<br/>Months</b> | <b>Rolling Prev.<br/>12 months</b> | <b>Rolling<br/>Variance</b> |
|--|---------------------------|---------------------------|------------------------------|------------------------------------|-----------------------------|
| <b>Passenger Trips (one-way boardings)</b> | 112,912                   | 95,043                    | 417,587                      | 477,360                            | -12.5%                      |
| <b>Revenue Vehicle Miles</b>               | 255,899                   | 222,702                   | 981,659                      | 1,068,342                          | -8.1%                       |
| <b>Revenue Vehicle Hours</b>               | 15,406                    | 13,637                    | 59,756                       | 62,400                             | -4.2%                       |
| <b>Direct Project Expenses</b>             | <b>\$ 1,229,164</b>       | <b>\$ 1,233,094</b>       | <b>\$ 5,540,881</b>          | <b>\$ 5,382,387</b>                | <b>2.9%</b>                 |
| Trips/Mile                                 | 0.44                      | 0.43                      | 0.43                         | 0.45                               | -4.8%                       |
| Cost/Trip                                  | 10.89                     | \$ 12.97                  | \$ 13.27                     | \$ 11.28                           | 17.7%                       |
| Miles Per Hour                             | 16.61                     | 16.33                     | 16.43                        | 17.12                              | -4.0%                       |
| Cost/Mile                                  | 4.80                      | \$ 5.54                   | \$ 5.64                      | \$ 5.04                            | 12.0%                       |
| Trips/Hour                                 | 7.33                      | 6.97                      | 6.99                         | 7.65                               | -8.7%                       |
| Cost/Hour                                  | 79.79                     | \$ 90.42                  | \$ 92.73                     | \$ 86.26                           | 7.5%                        |

# Demand Response (DAR) Ridership

## HIGHLIGHTS

The Q1-18/19 decline is primarily related to the Feb & March 2019 snow events. One block of DAR was cancelled in June of 2018, another block was cancelled in Sept. 2018. due to driver shortages; the estimated impact of the driver shortage is a loss of 3,614 riders. In April 2019, we trended above our 2018 numbers; this is a move in the right direction. **Good news**—In 2019, we have added 6 new drivers and will add back the two shifts of DAR starting June 3, 2019! The CommCenter will try using social media to schedule rides beginning June 3, providing our customers more options to schedule a ride. We are also going to bring back the “On-Call DAR waiting list, riders who have not scheduled for a ride in advance can get a ride if we have drivers available for the short notice rides. The On-Call DAR list will also start back up on June 3, 2019.

| Demand Response                              | Jan - Mar 2018 | Jan - Mar 2019 | Rolling 12 Months | Rolling Prev. 12 months | Rolling Variance |
|--|----------------|----------------|-------------------|-------------------------|------------------|
| Passenger Trips ( <i>one-way boardings</i> ) | 10,366         | 8,860          | 40,864            | 43,217                  | -5.4%            |



# Demand Response (DAR) Stats

## HIGHLIGHTS

The decline in Q1-18/19 DAR ridership is primarily due to impact the February and March snow events. DAR miles driven is decreased by a larger % than other projects, therefore DAR is recognizing a reduced portion of Direct Project Expenses.

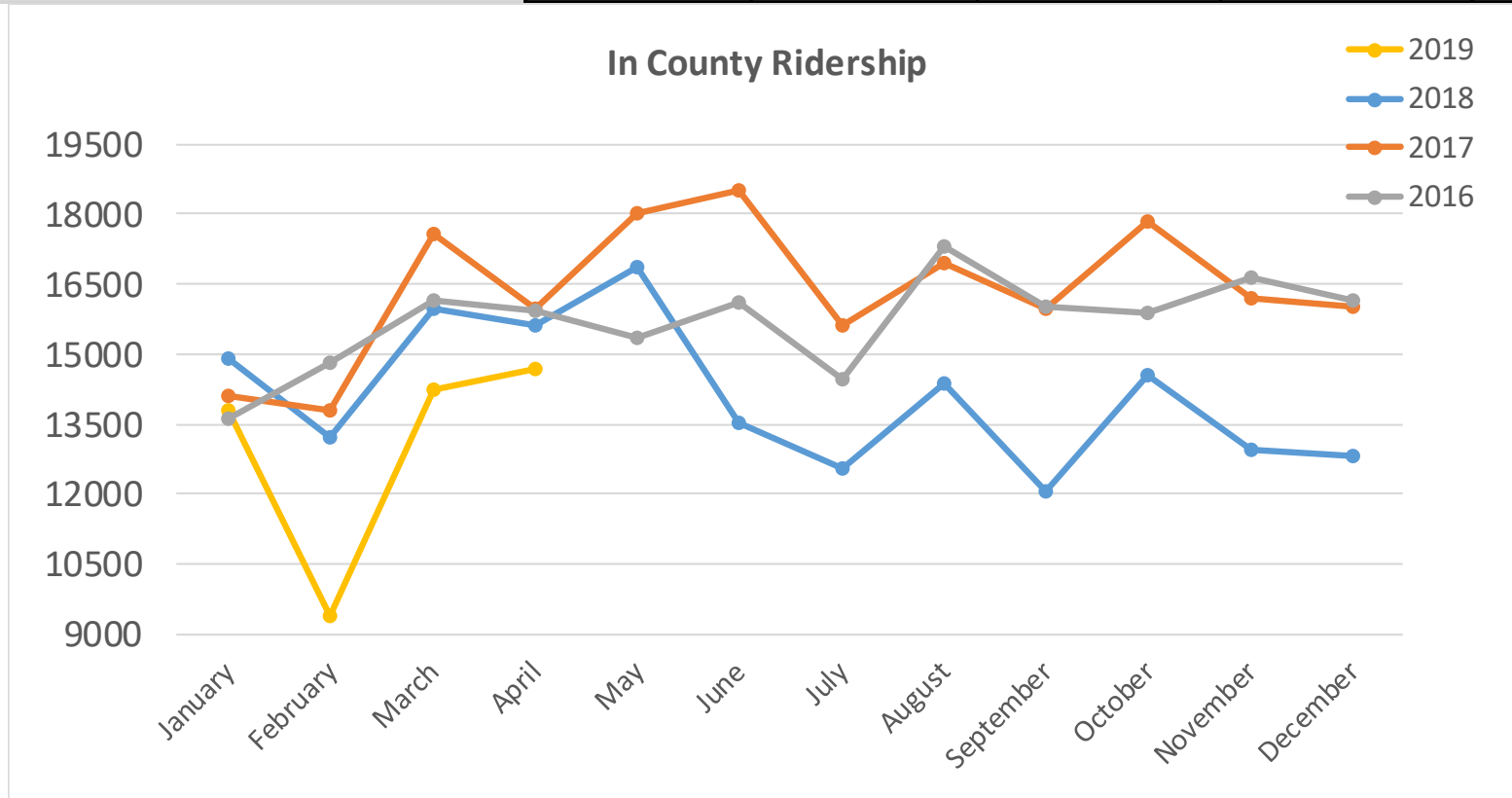
| Demand Response                              | Jan - Mar<br>2018 | Jan - Mar<br>2019 | Rolling 12<br>Months | Rolling Prev.<br>12 months | Rolling<br>Variance |
|--|-------------------|-------------------|----------------------|----------------------------|---------------------|
| Passenger Trips ( <i>one-way boardings</i> ) | 10,366            | 8,860             | 40,864               | 43,217                     | -5.4%               |
| Revenue Vehicle Miles                        | 81,521            | 64,918            | 287,753              | 330,171                    | -12.8%              |
| Revenue Vehicle Hours                        | 6,268             | 4,936             | 21,594               | 26,395                     | -18.2%              |
| <b>Direct Project Expenses</b>               | <b>\$ 399,192</b> | <b>\$ 372,055</b> | <b>\$ 1,666,191</b>  | <b>\$ 1,702,740</b>        | <b>-2.1%</b>        |
| Trips/Mile                                   | 0.13              | 0.14              | 0.14                 | 0.13                       | 8.5%                |
| Cost/Trip                                    | 38.51             | \$ 41.99          | \$ 40.77             | \$ 39.40                   | 3.5%                |
| Miles Per Hour                               | 13.01             | 13.15             | 13.33                | 12.51                      | 6.5%                |
| Cost/Mile                                    | 4.90              | \$ 5.73           | \$ 5.79              | \$ 5.16                    | 12.3%               |
| Trips/Hour                                   | 1.65              | 1.80              | 1.89                 | 1.64                       | 15.6%               |
| Cost/Hour                                    | 63.68             | \$ 75.38          | \$ 77.16             | \$ 64.51                   | 19.6%               |

# In-County Ridership

## HIGHLIGHTS

The decline in Q1-18/19 In-County ridership is primarily due to the Feb. and March 2019 snow events. Ridership is trending back up in March and April 2019. In-County ridership declined beginning June 2018 from the impact of four major road construction projects that started in Shelton. The Route 5 lost approximately 5,000 riders in Q2-18 when we were not able to use Turner Ave. The drop stabilized in Q4.

| Fixed Route (in county)             | Jan - Mar 2018 | Jan - Mar 2019 | Rolling 12 Months | Rolling Prev. 12 months | Rolling Variance |
|-------------------------------------|----------------|----------------|-------------------|-------------------------|------------------|
| Passenger Trips (one-way boardings) | 44,070         | 37,378         | 162,656           | 195,105                 | -16.6%           |



# In-County Stats

## HIGHLIGHTS

In-County miles driven averages 37,700 per quarter. Q1 - 2019 saw a decrease of 2,938 miles due to snow related service cancellations.

An adjustment was made to the geo-tracking codes in our data management system that corrects the reporting of vehicle revenue hours, reflected by the % increase of hours compared to the decrease in miles driven.

| <b>Fixed Route (in county)</b>             | <b>Jan - Mar<br/>2018</b> | <b>Jan - Mar<br/>2019</b> | <b>Rolling 12<br/>Months</b> | <b>Rolling Prev.<br/>12 months</b> | <b>Rolling<br/>Variance</b> |
|--|---------------------------|---------------------------|------------------------------|------------------------------------|-----------------------------|
| <b>Passenger Trips (one-way boardings)</b> | 44,070                    | 37,378                    | 162,656                      | 195,105                            | -16.6%                      |
| <b>Revenue Vehicle Miles</b>               | 37,465                    | 34,527                    | 147,830                      | 151,721                            | -2.6%                       |
| <b>Revenue Vehicle Hours</b>               | 2,976                     | 2,851                     | 12,112                       | 11,752                             | 3.1%                        |
| <b>Direct Project Expenses</b>             | <b>\$ 183,459</b>         | <b>\$ 197,880</b>         | <b>\$ 856,663</b>            | <b>\$ 784,797</b>                  | <b>9.2%</b>                 |
| Trips/Mile                                 | 1.18                      | 1.08                      | 1.10                         | 1.29                               | -14.4%                      |
| Cost/Trip                                  | 4.16                      | \$ 5.29                   | \$ 5.27                      | \$ 4.02                            | 30.9%                       |
| Miles Per Hour                             | 12.59                     | 12.11                     | 12.21                        | 12.91                              | -5.5%                       |
| Cost/Mile                                  | 4.90                      | \$ 5.73                   | \$ 5.79                      | \$ 5.17                            | 12.0%                       |
| Trips/Hour                                 | 14.81                     | 13.11                     | 13.43                        | 16.60                              | -19.1%                      |
| Cost/Hour                                  | 61.65                     | \$ 69.42                  | \$ 70.73                     | \$ 66.78                           | 5.9%                        |

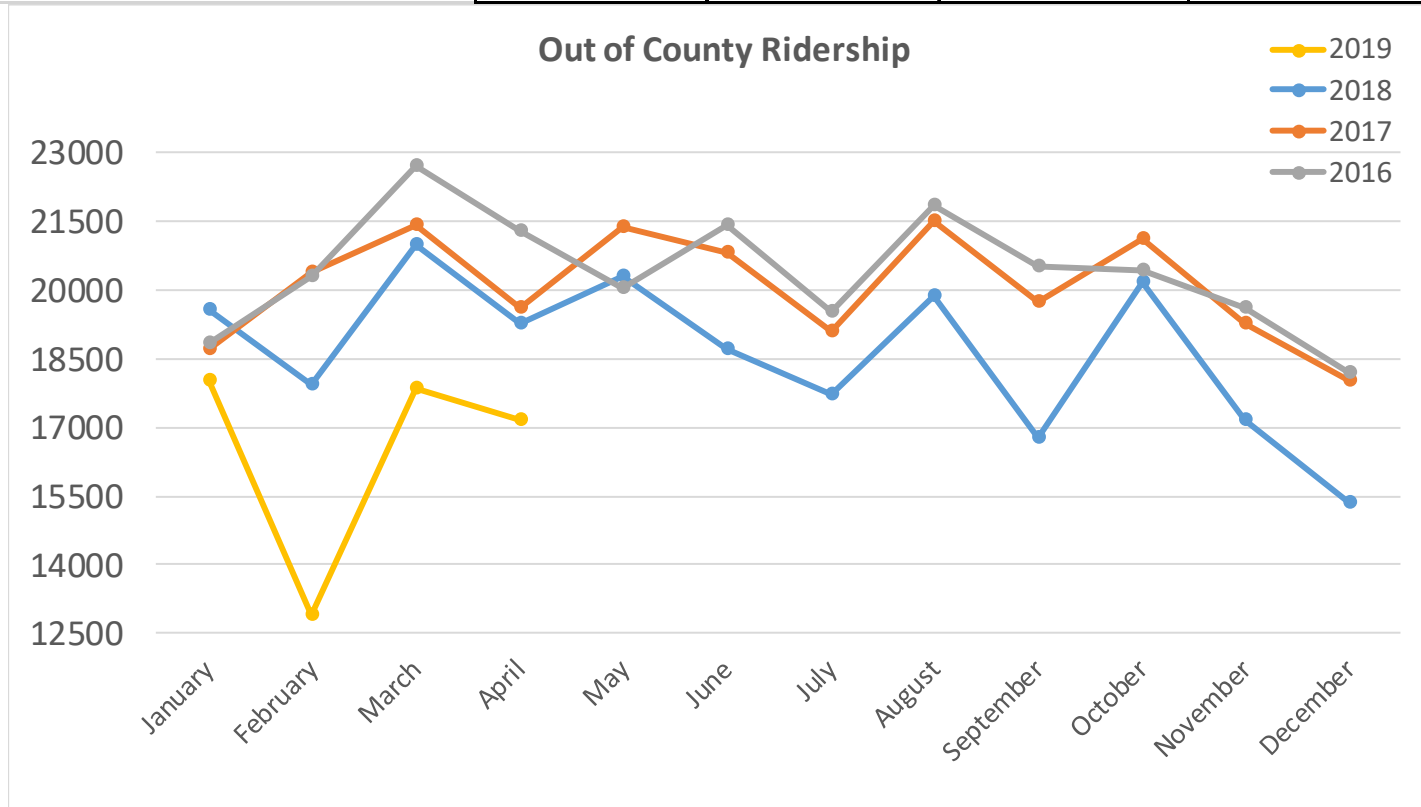
# Out-of-County Ridership

## HIGHLIGHTS

The decline in Q1-18/19 Out-of-County ridership is primarily impacted by February and March 2019 snow events. From the timing, it appears that Out-of-County ridership is being impacted by the persistent road construction in the Shelton area perhaps from riders' inability to navigate to in-county pick up locations.

We will be looking into the correlation between the workers at the Puget Sound Naval Shipyard and their deployments (TDYs) to see if it is a significant number.

| Fixed Route (out of county)         | Jan - Mar 2018 | Jan - Mar 2019 | Rolling 12 Months | Rolling Prev. 12 months | Rolling Variance |
|-------------------------------------|----------------|----------------|-------------------|-------------------------|------------------|
| Passenger Trips (one-way boardings) | 36,588         | 31,209         | 135,864           | 153,022                 | -11.2%           |



# Out-of-County Stats

## HIGHLIGHTS

Out-of-County miles driven averages 99,777 per quarter. Q1 - 2019 saw a decrease of 15,100 miles due to snow related service cancellations.

An adjustment was made to the geo-tracking codes in our data management system that corrects the reporting of vehicle revenue hours resulting in the increase of hours compared to the miles driven.

| <b>Fixed Route (out of county)</b>         | <b>Jan - Mar<br/>2018</b> | <b>Jan - Mar<br/>2019</b> | <b>Rolling 12<br/>Months</b> | <b>Rolling Prev.<br/>12 months</b> | <b>Rolling<br/>Variance</b> |
|--|---------------------------|---------------------------|------------------------------|------------------------------------|-----------------------------|
| <b>Passenger Trips (one-way boardings)</b> | 36,588                    | 31,209                    | 135,864                      | 153,022                            | -11.2%                      |
| <b>Revenue Vehicle Miles</b>               | 96,666                    | 84,673                    | 387,116                      | 410,384                            | -5.7%                       |
| <b>Revenue Vehicle Hours</b>               | 4,314                     | 4,004                     | 18,287                       | 16,954                             | 7.9%                        |
| <b>Direct Project Expenses</b>             | <b>\$ 473,354</b>         | <b>\$ 485,274</b>         | <b>\$ 2,244,320</b>          | <b>\$ 2,107,357</b>                | <b>6.5%</b>                 |
| Trips/Mile                                 | 0.38                      | 0.37                      | 0.35                         | 0.37                               | -5.9%                       |
| Cost/Trip                                  | 12.94                     | \$ 15.55                  | \$ 16.52                     | \$ 13.77                           | 19.9%                       |
| Miles Per Hour                             | 22.41                     | 21.15                     | 21.17                        | 24.21                              | -12.5%                      |
| Cost/Mile                                  | 4.90                      | \$ 5.73                   | \$ 5.80                      | \$ 5.14                            | 12.9%                       |
| Trips/Hour                                 | 8.48                      | 7.80                      | 7.43                         | 9.03                               | -17.7%                      |
| Cost/Hour                                  | 109.73                    | \$ 121.21                 | \$ 122.73                    | \$ 124.30                          | -1.3%                       |

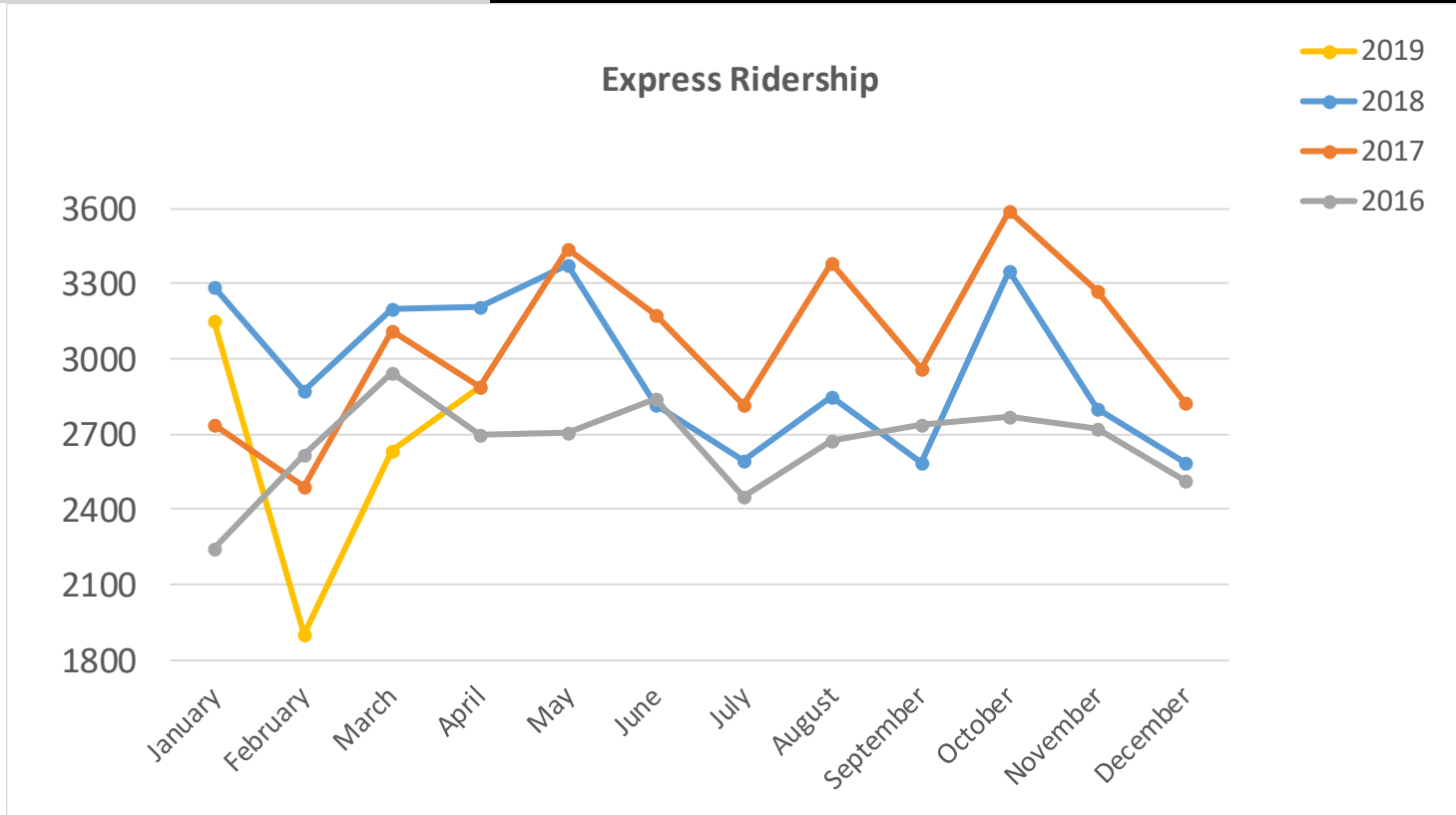


# Express Ridership

## HIGHLIGHTS

The decline in Q1-18/19 Express ridership is primarily due to February and March 2019 snow events. In February 2019, the route 6X was moved from Jefferson/Adam to Capital Way S. at the suggestion of our customers to allow them greater access to the State Capital using the state provided "Star Pass". In October 2017, the Olympia Express service was right sized by eliminating 4 daily frequencies.

| Express Routes                      | Jan - Mar 2018 | Jan - Mar 2019 | Rolling 12 Months | Rolling Prev. 12 months | Rolling Variance |
|-------------------------------------|----------------|----------------|-------------------|-------------------------|------------------|
| Passenger Trips (one-way boardings) | 9,351          | 7,686          | 33,838            | 37,692                  | -10.2%           |



# Express Stats

## HIGHLIGHTS

Express Route miles driven averages 25,130 per quarter. Q1 - 2019 saw a decrease of 1,215 miles due to snow related service cancellations.

Express routes were started November 2015 - the goal was to get riders to work before 8:00 am in Belfair, Bremerton and Olympia. New routes to Belfair, Bremerton and Olympia were added to increase availability; increased utilization has not materialized as we would have hoped. We will be discussing our options with WSDOT. Funding for Express Routes will expire at the end of the June 2019 biennium. Direct Project Expenses are experiencing a decrease from the prior period due to the four frequency cancellations.

| <b>Express Routes</b>                      | <b>Jan - Mar<br/>2018</b> | <b>Jan - Mar<br/>2019</b> | <b>Rolling 12<br/>Months</b> | <b>Rolling Prev.<br/>12 months</b> | <b>Rolling<br/>Variance</b> |
|--|---------------------------|---------------------------|------------------------------|------------------------------------|-----------------------------|
| <b>Passenger Trips (one-way boardings)</b> | 9,351                     | 7,686                     | 33,838                       | 37,692                             | -10.2%                      |
| <b>Revenue Vehicle Miles</b>               | 25,137                    | 23,915                    | 99,328                       | 116,477                            | -14.7%                      |
| <b>Revenue Vehicle Hours</b>               | 1,224                     | 1,243                     | 5,306                        | 4,857                              | 9.3%                        |
| <b>Direct Project Expenses</b>             | <b>\$ 123,091</b>         | <b>\$ 137,061</b>         | <b>\$ 573,833</b>            | <b>\$ 598,756</b>                  | <b>-4.2%</b>                |
| Trips/Mile                                 | 0.37                      | 0.32                      | 0.34                         | 0.32                               | 5.3%                        |
| Cost/Trip                                  | 13.16                     | \$ 17.83                  | \$ 16.96                     | \$ 15.89                           | 6.8%                        |
| Miles Per Hour                             | 20.53                     | 19.23                     | 18.72                        | 23.98                              | -21.9%                      |
| Cost/Mile                                  | 4.90                      | \$ 5.73                   | \$ 5.78                      | \$ 5.14                            | 12.4%                       |
| Trips/Hour                                 | 7.64                      | 6.18                      | 6.38                         | 7.76                               | -17.8%                      |
| Cost/Hour                                  | 100.53                    | \$ 110.22                 | \$ 108.14                    | \$ 123.28                          | -12.3%                      |

## Mason Transit Authority Regular Board Meeting

**Agenda Item:** Informational – Item 2 - *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:** May 21, 2019

### Summary for Discussion Purposes:

Project Management: SCJ is continually managing the design team and subconsultant team. SCJ is tracking on-going project progress.

Permitting: Building permit plans are in progress for the Belfair park and ride. May/June is the target for complete permit documents.

Site permits (~~septic, grading, forest practices, SEPA Checklist~~) were submitted in October 2018. The SEPA determination was made on 4/12/19. The SEPA determination and comment period ended. The forest practices permit is pending an identified logger and a WSDOT permit. Those will come as part of the roundabout package. Grading permit/Stormwater comments are still outstanding from Mason County.

WSDOT completed the Construction Agreement for Pear Orchard Right of Way.

WSDOT provided comments on the Log Yard Road and SR 3 roundabout plans. The review comments did not include hydraulics comments due to WSDOT backlog. SCJ is waiting on final bid package completion until comments are received from WSDOT Hydraulics to minimize risk to MTA.

#### Belfair Park and Ride:

- SCJ submitted site permit plans to Mason County in early October 2018.
- SCJ submitted preliminary roundabout design plans to WSDOT in October 2018.
- SCJ submitted final roundabout plans to WSDOT the first week of April.
- PUD 3 and CenturyLink have provided schematic utility relocation designs.

Pear Orchard Construction: The Contractor discovered an unknown manhole onsite. After pumping the manhole under the City's supervision to determine the pipe connections, the water in the manhole changed and showed signs of contamination. The Contractor contacted the Department of Ecology to determine next steps. Ecology referred the site back to the Toxic Cleanup Voluntary Cleanup Site sector of Ecology. Preliminary samples indicated contamination in the manhole (hydrocarbons, heavy metals, and PCBs). Based on the contamination in the manhole, further investigation by a hazardous materials qualified geotechnical engineer is likely warranted. MTA and SCJ plan to meet with the City of Shelton to discuss next steps and expectations.

Construction Documents: Construction Document/Bid Packages are ready for Pickering Road and Cole Road.

Other progress: SCJ provided Parsons with a schematic design for the Shelton Matlock Park and Ride relocation. SCJ is waiting for comment and input from Parsons.

Project Timeline: The critical path for design of the park and ride projects remains the Belfair park and ride. WSDOT's extension of the final PFA approval has pushed the final roundabout submittal into April. WSDOT's review time for the final design is three weeks. After this review, SCJ and MTA can evaluate WSDOT's plan comments to assess risk of an early advertisement. A mid-May advertisement is delayed due to backlog of WSDOT hydraulics comments. Delaying the roundabout plan package will allow MTA to minimize risk. Construction will flex into the fall with a later bid date.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Item 3– *Informational*

**Subject:** Management Reports

**Prepared by:** Tracy Becht, Executive Assistant

**Approved by:** Danette Brannin, General Manager

**Date:** May 21, 2019

**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board May 21, 2019

# MTA MANAGEMENT REPORTS

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Submitted to MTA Authority Board May 21, 2019

## GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

- **Park & Ride Development:**
  - As of Monday, Pear Orchard has been put on hold due to contamination. The Project Manager and I have requested a meeting with the City to discuss next steps. I will keep the Board informed on the outcome.
  - The roundabout comments have been addressed and the bid package is nearly ready. For additional information, see Park & Ride update under Informational Updates.
- **T-CC Parking Lot:** Landau Associates fee is higher than first expected and the approval for services is included in the board packet. Landau is working with the Conservation District to coordinate as much as possible with the testing and potential clean up in conjunction with the construction.
- **WSDOT:** Attended GPAC meetings for Electrification (2 times) and Consolidated Grants process (2 times).
- **WSTIP:** Attended Cover Review Committee (2 times), Emerging Risks and Opportunities Committee and Monthly Executive Committee Meetings.
- **WSTA:** Participated in SMTA weekly legislative call. Session has ended, and several transit initiatives were successful.
- **EDC:** Attended EDC Monthly Board Meeting
- **PRTPO:** Attended PRTPO meeting.
- **Outreach:** Participated in the Shelton High School Business Plan Competition.
- **Training:**
  - Attended Labor Relations Institute in Yakima. This is an annual event that focuses on union and employer relations as well as current labor issues and changes. In addition to myself, Marshall, Mike, Brenton Schnitzer (Lead Mechanic) and Trina Gwerder (Assistant Operations Manager) attended.
- **Internal Activities:**
  - Usual meetings with the Executive Team and Leadership Team. Miscellaneous meetings with staff.
  - So far, have met with half the driving staff regarding employee engagement. The conversations have been helpful in gauging staff awareness to MTA's mission as well as areas change is needed and what is going well.
  - Worked on Public Records Request.
  - Visited Gillig facility in Livermore CA for the rollout of their electric bus.
  - Met with Marshall and Steve regarding Radich building roof and other T-CC projects.
  - Planned and scheduled Community Conversation and public hearing for monthly pass increase (June 22).
  - Began updating the Transit Development Plan (TDP). The TDP will be ready for a first look by the board at the June board meeting. Public hearings are scheduled for early July. Final approval will be sought at the July board meeting.
  - Overseeing completion of many projects.

## Board Assistance, Awareness and Support:

- WSDOT notification of our 2019-2021 Consolidated Grant applications was received. We were successful in our application for operating funds. This includes our request for operating funds for 2021-2023 biennium which will greatly help in planning for the future. We were also awarded capital funding for nine cutaways and two coaches.
- The Community Conversation outreach has been scheduled for June 22. At the same time, we will include the public hearing for the monthly pass increase. Also doing another Public Hearing on June 4 for monthly pass increase.
- Transit Development Plan (TDP) will be ready for first look at the June Board Meeting and final approval at the July Meeting. Staff has planned for public hearings on July 2 and July 10.

## TEAM UPDATES

### ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

- **HR Support**
  - Continuing to work on a refreshed/compliant employee handbook.
  - Reviewed the balance of performance reviews for agency staff throughout the month.
  - Beginning research for the non-rep salary wage analysis.
  - Working with Danette, Mike and Marshall to revamp the drivers lounge to provide an area where workers can disconnect from their work environment while enjoying their meal/rest periods.
  - Assisted several staff with FMLA and HR matters.
- **Recruiting**
  - We currently have no open positions. We anticipate our next Drivers class to begin July 10, 2019.
- **Administrative Functions**
  - Members of the Admin Services Team assisted Maintenance in performing a complete physical inventory of vehicle parts at the end of April.
  - The 2018 Annual Report was submitted to the State Auditor's Office on April 19. We await notification for when we can expect the annual audit.
  - Updated sustainability projections for TDP reporting, results included in this board packet.
  - Developed updated processes for recording and reconciling daily pass sales and cash receipts.
- **Training.**
  - Attended a Labor & Industries workshop.
  - Attended WSTIP Emerging Risks and Opportunities Committee meeting.
  - Attended IPMA Western Regional HR Conference. I attended a pre-conference workshop for how best to attract today's workers using platforms that reach multi-generations. Conference presentations I attended include: How to break the cycle of We've Always Done it that Way, Breaking the Pay for Performance Link, an update on Employment Law changes, Succession Planning, Unlocking Creative Potential, The Power of Sustainovation (how to build sustainable yet innovative government), The New HR Leader: A Bona Fide Disrupter as well as two great key-note speakers.

### 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.
  - The roof replacement and repairs for Buildings 1-4 is 75 percent complete. Gutters, downspouts and door awnings are the remaining items. We are expecting the project completion no later than mid-June.
- **Procurement:**
  - Based on the recent award of our Consolidated Grant, I have started the procurement for nine new cutaways. We will begin the process for two new diesel powered buses as well.
  - The new staff car and 2 new shop trucks have been delivered and placed into service.
- **Bus Technology:**
  - The upgraded AngelTrax Vulcan video surveillance systems have been installed on buses 300-322. I want to thank the Maintenance Team and Josh Jacobs for assisting to make this an efficient and trouble-free process.



- **Maintenance Rodeo Team:**
  - We have been fortunate to assemble a maintenance rodeo team for 2019. Representing their respective agencies are:
    - Brenton Schnitzer, Mason Transit
    - Jonathan Reynolds, Twin Transit
    - Scott Spaulding, C-Tran.
  - This will be the 6<sup>th</sup> year we have joined with other transit systems to field a team. We are the only joint team competing in the state. The state competition is held August 17-18 in Tukwila.
- **Facilities General:**
  - Steve Kellam, Facility Technician, has been busy landscaping the front of our Johns Prairie facility. Upgrades include 40 yards of top soil and new grass, landscape rockery and a sprinkler system.
  - All storm drains and oil water separators have been cleaned and serviced.
- **Gillig Preview Event on Electric Buses:**
  - Attended the preview of the Gillig zero-emission battery electric bus in Livermore, California. Production will start with a 40' battery electric bus. The 40' zero-emissions battery electric bus will incorporate the Cummins electrified powertrain. The bus is expected to have a 150 mile range with a modest passenger and accessory load. Gillig anticipates that with continued advances in battery technology this range will increase substantially.
- **Labor Relations Institute:**
  - Brenton Schnitzer and I recently attended the Labor Relations Institute Conference in Yakima. Topics included:
    - Communication
    - Paid Family Leave
    - Grievance processing
    - Lean insights for managing workflow

**T-CC Facility user traffic report:**

**Gym:** Gym use for April came in right about 1,229 people this month. This number also includes our weekly pickle ball program, Choice P.E. programs, the New Life Ministries church gathering, the Francisco birthday party, ASC security training and other large events.

**Conference room:** Conference Room use for April was at 109 guests attending the F.E.S.S. sponsored "Consider the Children" classes; the Jesus works program hosted by Sam Loomis (meetings are 1<sup>st</sup> and 3<sup>rd</sup> Mondays each month), and the ARC Job Club sponsored by Arc of the Peninsulas (meetings are 2<sup>nd</sup> and 4<sup>th</sup> Monday each month).

**Kitchen:** The Mason General Hospital conducted a "Cooking with the Dietician" which attracted a great crowd and the Olympic College offered a continuing education class "Cake Decorating" in our commercial kitchen this month. People attending functions in the kitchen numbered right around 226 people.

**Other:** April was full of projects being conducted at the T-CC.

**Updates:** These projects included Double Map sign installation, kiosk and phone charger station planning, landscaping, painting, outside lighting issues, and schedule management for event coverage.

**Radich Building:** Marshall Krier and I are still discussing the results of the Radich Building inspection and assessment and will continue to determine the best course of action. Fixed broken outside outlet on Radich building and locked it.

**Quotes:**

*Future Mechanical Inspections:* We received the quotes from Ace Fire and Security for the 5-year mechanical inspection of the fire suppression system and will budget accordingly for 2020. Received quotes for 5-year internal pipe exam of sprinkler system. gauge replacement and FDC flush from ACE fire and security. Estimate was \$5500.00 to \$6000.00

*Pressure Washing:* We have contacted several pressure washing companies and are waiting for bids from several local contractors to pressure wash the entire T-CC. In the meantime, we are pressure washing as time permits.

*Kitchen Hoods:* We are also waiting for quotes regarding our kitchen hoods. These need to be cleaned and serviced within the next year.

**Potential Scissor Life:** Marshall and I discussed the scissor lift needed at the T-CC to complete certain projects not feasible on a ladder and will make a decision shortly regarding the purchase of a scissor lift for T-CC.

#### T-CC Building

- Working on install of safety ladder for the Armory
- Bird situation in atrium seems to be under control.
- Completed monthly fire extinguisher inspections.
- Completed Phase I and Phase II elevator testing in Leeds Building.
- Supported Matt C. and John M., with OP's issues
- Completed monthly Drum Drip maintenance at T-CC
- Hot water tank in gym building has been repaired.
- Continuing spring painting in passenger restrooms.
- Worked on Electrical issue in S.S.D. office with electrician and S.F.D.
- Assisting Josh with several IT projects at T-CC.
- Working with Finance on Op's office renovations.
- Met with Melanie from Genothen and discussed cash drawer project. Waiting on quotes.
- Assembled one free-standing kiosk with Josh.
- Assisted Josh in camera wiring / placement in OP's office at T-CC.
- Conducted building evacuation refresher exercise.

#### OPERATIONS – Mike Ringgenberg

- **CommCenter:** The CommCenter completed its shift bid and the dispatchers will start their new shifts on May 20, 2019.
- **Doublemap:** Cell boosters were installed on 38 of our buses to improve our GPS signal. These boosters will improve our customer and staff's ability to see the location of our fleet on our app. Doublemap is still working on the software issues.
- **Mason Wildland Team Committee:** I am attending weekly meetings with the Mason County Fire Department to develop a planned and coordinated response to the upcoming wild fire season. We also have an Operations Supervisor who attends the monthly Emergency Management Planning Team meetings for Mason County.
- **MTA Drivers Manual:** Matt Coale finished the first draft review of the Drivers Manual. The Operations team has started weekly meetings to finish the second review. Once completed, we will send out the third draft to drivers for their review and comments.
- **MTA Tours:** During the month of April, we had the following groups tour our agency: Grapeview Community Pre-School with 35 kids and 5 adults and Hood Canal School with 33 kids and 10 adults.
- **New Drivers Class** – In April, Cody and Mark passed their CDL testing. Congrats! The class is now working on learning all of the fixed routes.
- **Outreach Presentations:** Kathy conducted outreach events in April at: Olympic College, Mason County Board of Commissioners & Mason County Activities Center. Kathy attended the following meetings: Moving Mason Forward, two TMBHO meetings, TIP CAP meeting and a WSTA Marketing meeting.
- **Service Review Committee:** The Service Review Committee completed the blocks of work for the driver June 3 shake up. The drivers will start shift bidding on May 13. The committee has also started working on the October 7 shake up.
- **Test Drive:** MTA was scheduled to test drive another small vehicle May 6-10, but it was cancelled because the dealer sold the vehicle.
- **Training:** Two Operations Supervisors attended a WSTIP supervisor class, legal issues for supervisors and one Supervisor attended the ADA Issues & Solutions conference. We conducted two Defensive Driver evaluations for van pool/community van drivers. Three new drivers were trained in Defense in the Seated Position this month.
- **Vanpool:** Usage rate for April 2019 is 70% 7 of 10 vans were in use.

## 2019 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

| 2019 Work Items  | Completed as of 5/17/19 | 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           | Δ           |             | Moving to 3d Quarter.   |
| KPI reporting - dashboard to board beginning 1st quarter                           |                         | Δ           | Δ           |             |             | Dashboard layout in progress. Almost complete. Dashboard will be included in June board packet.   |
| 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.   |
| 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           | First and second quarter initiatives have been to review the Nelson/Nygaard suggestions for route changes. The Service Review Committee has been doing outreach to current riders on Route 2, 6 and 26. Changes to Route 9- now called Zipper- will take place beginning June 2. This route will "zip" up and down the hill between the T-CC and Wallace-Kneeland area in reverse to Route 5 and 7 and will provide more frequent service between our two busiest areas. More frequent service is one item that was identified in the survey taken during the service review process. |
| Community Conversations  |                         |             | Δ           |             | Δ           | Scheduled for June 22 in conjunction with the public hearings for pass increase recommendations.  |
| 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   | X                       | Δ           | Δ           |             |             | Service Review Committee is reviewing Nelson/Nygaard suggestions. A timeline has been prepared.   |
| Bus builds for coaches and cutaways  |                         |             |             | Δ           | Δ           | MTA was awarded a capital grant for nine cutaways and two coaches.  |
| 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.  |