

AGENDA

Mason Transit Authority Board Regular Meeting

Tuesday, October 18, 2022 at 4:00 p.m.

Remote Meeting via WebEx To join by phone: 1-408-418-9388 Meeting access code 2554 811 8974 (Password) weP9FaBMc5

In person attendance:
Mason Transit Authority
Regular Meeting
October 18, 2022 at 4:00 PM
Please note location below:

Mason Transit Authority Belfair Park and Ride Conference Room 25200 Highway 3 Belfair, WA 98528

25200 Hwy 3, Belfair, WA 98528 - Map it

Pursuant to Governor's Proclamations 20-28.16 and 20-25.19, the public meeting shall be held in person and virtually using the above WebEx credentials.

1. CALL TO ORDER Chair

2. ROLL CALL AND DETERMINATION OF QUORUM

Chair

3. PUBLIC COMMENT – Limit of three (3) minutes per person <u>Public Comment Note:</u> This is the place on the agenda where the public is invited to address the Authority on any transit-related issue. Please keep comments to no more than three minutes. Chair

The Chair will ask for public comments from those present in the meeting room first, followed by those attending virtually. When called, please state your name and preferred contact information for the record. Authority Members and Staff will not enter into a dialogue during public comment but may ask clarifying questions. If the Authority feels an issue requires follow up, Staff will be directed to respond at an appropriate time.

4. APPROVAL OF AGENDA – ACTION

Chair

5. CONSENT AGENDA – ACTION

Chair

Α.	Pg. 03:	September 20, 2022 Regular Board meeting minutes
В.	Pg. 08:	Check Approval: September 22 – October 14, 2022

C. Pg. 15: Actionable: Equipment Surplus (Resolution No. 2022-17)

Amy

6. ACTION ITEMS:

Unfinished Business: [None]

New Business:

A.	Pg. 21:	Discussion: First view of Draft 2023 MTA Operating Budget	Jenna/Amy
B.	Pg. 26:	Actionable: Contract for Public Relations (Resolution No. 2022-18)	Jason
C.	Pg. 42:	Actionable: Fares: Vote to Adopt Fare Free Pilot Program (Resolution No. 2022-19)	Amy
D.	Pg. 50:	Actionable: Department of Ecology Grant Funds Reimbursing Prior Costs (Resolution No. 2022-20)	Amy

7. STAFF REPORTS

- A. Pg. 72: Financial Reports
- B. Pg. 78: Management Reports
- C. Pg. 83: Operational Statistics
- 8. COMMENTS BY BOARD
- 9. ADJOURNMENT
- 10. UPCOMING MTA BOARD MEETING:

Mason Transit Authority Regular Meeting November 15, 2022 at 4:00 PM MTA Transit-Community Center Conference Room 601 West Franklin Street Shelton

UPCOMING SPECIAL EVENT:

Belfair Park and Ride Ribbon Cutting Noon, October 25 Mason Transit Authority Belfair Park and Ride Conference Room 25200 Highway 3 Belfair, WA 98528

25200 Hwy 3, Belfair, WA 98528 - Map it

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.

Mason Transit Authority
Minutes of the Regular Board Meeting
September 20, 2022
Virtually and at
Transit-Community Center Conference Room
601 West Franklin Street
Shelton



OPENING PROTOCOL

1. CALL TO ORDER: 4:02 p.m.

2. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present Virtually via WebEx: John Campbell, Vice Chair; Cyndy Brehmeyer, Randy Neatherlin (in listen-only mode) and John Sheridan.

Authority Voting Board Member Present in Person: Sandy Tarzwell, Chair, Wes Martin, and Sharon Trask. *Quorum met*.

Authority Voting Board Member Not Present: Mayor Eric Onisko and Kevin Shutty.

Authority Non-voting Board Member Not Present: Zachary Collins, Business Representative, IAM and AW, District Lodge 160.

Citizen Advisor to the Board Present: John Piety

MTA Staff present at T-CC: Amy Asher, General Manager; Paul Bolte, Facilities and Fleet Maintenance Manager; and Jason Rowe, Operations Manager; Tracy Becht, Clerk of the Authority Board and Tyler Hildebrandt, Technical Support Analyst.

MTA Staff present via WebEx: LeeAnn McNulty.

Others Present: Robert Johnson, Legal Counsel.

3. <u>PUBLIC COMMENT</u> – No members of the public attended in person or virtually.

4. APPROVAL OF AGENDA

Amy Asher, General Manager, requested the following amendments to the agenda:

- 5B date of check approval range shall be amended: August 10-September 15, 2022;
- 6C description shall be amended to read as "Update to Section 1-2 and Section 4-2 of Employee Handbook"; and
- 6G description shall be amended to read as "Requesting Additional Spending Authority".

Moved that the agenda for the September 20, 2022 Mason Transit Authority (MTA) regular board meeting be approved, as amended. **Martin/Trask. Motion carried.**

5. CONSENT AGENDA

Moved to approve Consent Agenda items A through C as follows:

- A. Minutes of the MTA regular Board meeting of August 16, 2022.
- B. Payments of August 10 through September 15, 2022 financial obligations on checks#36685 through 36787, as presented for a total of \$852,459.16.
- C. Surplus of Equipment (Resolution No. 2022-11).

Sheridan/Trask. Motion carried.

ACTION ITEMS – UNFINISHED BUSINESS [None].

ACTION ITEMS - NEW BUSINESS:

- A. **Update MTA Sick Leave Policy (POL-310)**. Ms. Asher indicated to the Board that this change was made to bring the policy in alignment with the previously approved Employee Handbook so that the policy now replaces employees forfeiting any unused, accrued MTASL with the previously approved cash-out rate. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2022-12 that approves the revised Mason Transit Authority Sick Leave Policy (POL-310). **Trask/Sheridan. Motion carried.**
- B. Update to WA Paid Family & Medical Leave Policy (POL-311). Ms. Asher shared with the Board that this update to the policy provides that when an employee uses Washington Paid Family and Medical Leave, the employee is required to properly file a claim for the corresponding day of leave with the Washington Employment Security Department and that MTA reserves the right to require employee confirmation of filing. She also indicated that the update was approved by the Policy Review Committee, Summit Law and MTA's Legal Counsel. Moved that the Mason Transit Authority Board approve and adopt Resolution No. 2022-13 that approves the revised Washington Paid Family & Medical Leave Policy (POL-311). Sheridan/Campbell. Motion carried.
- C. Update to Employee Handbook. Ms. Asher reported that the Employee Handbook was being revised to include an update to the legal standard relating to religious accommodations in Section 1-2; as well as incorporating the change just approved by the Board in 6B above. Moved that the Mason Transit Authority Board approve Resolution No. 2022-14 that approves the updated Mason Transit Employee Handbook dated September 20, 2022. Martin/Trask. Motion carried.
- D. Belfair Right-of-Way Ownership Transfer. Ms. Asher provided an overview relating to the dedication of the portion of Log Yard Road to be transferred from MTA to the Mason County road system. Ms. Asher also indicated that she had been in contact with Mason County staff to relating to the details necessary, such as naming the road. A name was proposed and it was agreed to table any action on the road naming to another date. Ms. Asher indicated she was seeking authorization to carry out the authorization. Moved that the Mason Transit Authority Board approve Resolution No. 2022-15 to provide MTA's General Manager with authorization to provide right-of-way ownership transfer of the frontage road of the extended Log Yard Road to the Mason County road system. Sheridan/Campbell. Motion carried.

- E. **Green Transportation Planning Grant Agreement PTD0568.** Ms. Asher reported that MTA had been awarded the WSDOT Green Transportation Grant relating to a Fleet Transition Plan based on the application that she had submitted and which the Board had previously approved. MTA was awarded \$80,000 of grant funding with \$20,000 of MTA local funds. **Moved** that the Mason Transit Authority Board approve Resolution No. 2022-16 and the attached Green Transportation Planning Grant Agreement PTD0568 between WSDOT and MTA. **Sheridan/Martin. Motion carried.**
- F. Request to Grant Exception to Leasing Policy (POL-800). Ms. Asher described to the Board that the lease of the Radich Building by United Way of Mason County will be expiring on October 1, 2022. As United Way was looking for space, they were in discussion with another MTA lessee, Family Education and Support Services (FESS). FESS indicated that they do not require the spaces 103 and 104 at the Johns Prairie facility and, given that they provide similar services and have similar privacy needs, it would be a beneficial opportunity for both. Ms. Asher also confirmed the amount of traffic that would increase with United Way and was told that it would be minimal. Ms. Asher's concern was that the parking lot for staff would not be impacted as space available is tight at times. MTA's Administrative Services Manager, LeeAnn McNulty, recommended a new lease for United Way. Ms. Asher recommends that the new United Way lease be on an identical timeline as FESS, so that both leases expire on the same date. Ms. Asher has indicated to both FESS and United Way that she wants to have the Administration team back in its original space for various reasons. Additionally, given the green transportation planning, the entire footprint of the MTA property is being evaluated for possible future fleet transition. **Moved** that the Mason Transit Authority Board approve an exception to MTA's Lease Policy (POL-800) to allow FESS to reduce leasing office space numbers 103 and 104 and allow current lessee UWMC to move its location from the Radich Building to the two office spaces vacated by FESS. Sheridan/Campbell. Motion carried.
- G. **Bus Procurement Additional Spending Authority.** Since the Board packet distribution on Friday, Ms. Asher had received two quotes relating to the six cutaways purchase. Following review of the vehicles with the operating and maintenance staff, the vendor that was chosen provided the lowest price increase and lowest priced vehicle that will meet MTA's needs and maintain MTA's existing grant agreement with WSDOT. Although the lowest cost, it is still an additional \$35,000 per cutaway vehicle over the original estimate before tax. Staff is requesting an additional \$285,724 in local matching funds to cover the project cost increase. Ms. Asher indicated that the project cost will carry forward into the 2023 budget and that MTA does not anticipate receiving the vehicles until 2024. She referred to the table in the agenda page as a comparison from original estimates to September 2022 actual amounts.

There were further discussions regarding the many and various avenues that Ms. Asher explored from local, state and federal levels in connection with the purchase of the cutaways, as well as the desire to meet the State of Good Repair requirements. She also shared that this is a nationwide issue for transit agencies and that she had contacted U.S. Congressman Derek Kilmer to explain the predicament that transit agencies are in with regard to the costs of purchasing cutaways and continuing to provide service to the public.

Moved to approve an additional \$285,724 in local grant matching funds to cover the project cost increases. **Trask/Martin. Motion carried.**

7. STAFF REPORTS:

Ms. Asher briefly highlighted the following items:

Financial:

 Ms. Asher praised the work of LeeAnn McNulty and the Finance team for the clean lease audit. Additionally, she shared that this would be Ms. McNulty's last meeting as she is leaving MTA to work for Pierce Transit.

Operations:

- Ms. Asher highlighted the new additional service to begin on October 10.
- Operations is assisting school districts with transportation.
- Ms. Asher shared information on Disability Right's Washington's Week Without Driving campaign and encouraged all to use public transit.

Facilities & Fleet:

- Ms. Asher shared that she, Paul Bolte and Jenna Reboin from the Finance team attended the State transit conference. Ms. Asher and Mr. Bolte were able to learn more about alternative vehicle energy which is helpful with MTA receiving the Green Transportation grant. Also beneficial for Ms. Reboin as she could network and meet with DOT contacts.
- The new bus just arrived and once other details are taken care of relating to the vehicle, pictures will be taken and uploaded to MTA's website and social media.

8. COMMENTS BY BOARD:

- MTA's Board Chair expressed her heartfelt thank you to Ms. McNulty for all her hardwork and being such a big part of the organization. She is excited for Ms. McNulty and sad for MTA.
- Board member Trask indicated that Ms. McNulty was instrumental in helping her to understand financial reports.
- Board member Campbell inquired as the Belfair Park and Ride building plaque and that he would be happy to help with any wordsmithing.
- Board member Neatherlin expressed his confidence in Ms. McNulty's work, that
 he can't thank her enough for her diligent work and that Pierce Transit is lucky to
 have her.
- Board Member Sheridan stated that Ms. McNulty went above and beyond and Godspeed to her.

Moved that the meeting be adjourned.

9. ADJOURNED 5:20 PM

UPCOMING MEETING

BOARD MEETING

Mason Transit Authority Regular Meeting October 18, 2022 at 4:00 PM Note Location Below



On-line via WebEx and in person at the MTA Belfair Park and Ride
25250 NE State Route 3
Belfair

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 5B – *Actionable*

Subject: Check Approval

Prepared by: Jenna Reboin, Accounting Coordinator

Approved by: Amy Asher, General Manager

Date: October 18, 2022

Summary for Discussion Purposes:

Disbursements:

- *Rognlin's Inc.
 - Check #36806 -\$1,791.45 Door program & trouble shoot for Belfair
- Right Systems, Inc.
 - Check #36807 \$ 9,096.10 Okta Multi-factor Authentication
- *SCJ Alliance
 - o Check #36808 \$1,458.50 Final Changes for the Belfair Park and Ride
- *Gillig, LLC.
 - Check #36822 \$516,229.73 Purchase of Gillig Coach Bus 340
- Reliable Electric, Inc.
 - Check #36828 \$3,236.81 Outlets added for Tire Service Equipment
- Corcoran's Lock and Safe, LLC
 - Check #36846 \$25,000 Deposit for coded/card access for entry
- Castaneda Landscaping DBE
 - Check #36866 \$770.82 Parts for Irrigation Control Replacement
- *ULINE
 - Check #36854 \$9,696.06 Furnishings for Belfair Conference Room

September Fuel Prices: Diesel \$3.88, Unleaded \$4.04

General Manager Travel Expenditures:

None.

Check Disbursement Fiscal Impact:

\$1,185,778.10

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of September 15, 2022, through October 14, 2022, financial obligations on checks #36788 through #36884, as presented for a total of \$1,185,778.10

^{*}Disbursements capital grant eligible.



Mason Transit Authority October 18, 2022, Disbursement Approval

The following checks for the period of September 15, 2022, through October 14, 2022, have been audited and processed for payment by the Accounting Coordinator in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Accounting Coordinator for review.

Description	Check Numbers	Total Amount
Accounts Payable Checks	36788-36884	1,185,778.10
		· · · · · · · · · · · · · · · · · · ·
Included within the checks were:		
	Check #	Amount
Payroll & DRS - 9/28/2022	36818	183,052.87
Payroll & DRS - 10/12/2022	36860	180,481.60
Rognlin's, Inc.	36806	1,791.45
Right Systems, Inc.	36807	9,906.10
SCJ Alliance	36808	1,458.50
Gillig, LLC.	36822	516,229.73
Reliable Electric, Inc.	36828	3,236.81
Corcoran's Lock and Safe, LLC.	36846	25,000
Castaneda Landscaping DBE	36866	770.82
Uline	36854	9,696.06

Submitted by:

Jenna Reboin, Accounting Coordinator

Date: _

10-13-22

10.13.22

Approved by:

Amy Asher, General Manager

Activity From 9/15/2022 Through 10/14/2022

Document Date	Check #	Vendor Name	Amount
9/22/2022	36788	Aflac	714.11
9/22/2022	36789	AIG Retirement	1,247.01
9/22/2022	36790	Stanley Convergent Security Solutions	286.20
9/22/2022	36791	World Kinect Energy Services	34,847.64
9/22/2022	36792	Belfair Water District #1	86.41
9/22/2022	36793	Brady Trucking Co., Inc.	632.56
9/22/2022	36794	Gillig, LLC	483.99
9/22/2022	36795	GORDON TRUCK CENTERS, INC.	217.31
9/22/2022	36796	District 160	1,383.50
9/22/2022	36797	JayRay Ads & PR, Inc.	1,003.64
9/22/2022	36798	LegalShield	184.30
9/22/2022	36799	Les Schwab	1,753.20
9/22/2022	36800	Mason County Garbage, Inc.	597.99
9/22/2022	36801	Mason County PUD #3	169.02
9/22/2022	36802	Purcor	493.19
9/22/2022	36803	Mountain Mist Water	70.69
9/22/2022	36804	ODP Business Solutions, LLC	284.01
9/22/2022	36805	Builders FirstSource	26.82
9/22/2022	36806	Rognlin's, Inc.	1,791.45
9/22/2022	36807	Right! Systems, Inc.	9,096.10
9/22/2022	36808	SCJ Alliance	1,458.50
9/22/2022	36809	Seattle Automotive Distributing	15.93
9/22/2022	36810	Staples Business Advantage	99.80
9/22/2022	36811	Summit Law Group	224.00
9/22/2022	36812	Tozier Brothers, Inc.	12.94
9/22/2022	36813	Tran Urgent Care & Wellness Centers LLC	1,050.00
9/22/2022	36814	United Way of Mason County	24.00
9/22/2022	36815	UniteGPS, LLC	1,053.00
9/22/2022	36816	AWC Employee Benefit Trust	91,148.54
9/22/2022	36817	Westbay Auto Parts	50.32
9/28/2022	36818	Mason Transit Authority - ACH Account	183,052.87
9/30/2022	36819	AIG Retirement	1,094.40
9/30/2022	36820	World Kinect Energy Services	397.16
9/30/2022	36821	Aramark	156.71
9/30/2022	36822	Gillig, LLC	516,229.73
9/30/2022	36823	GORDON TRUCK CENTERS, INC.	145.27
9/30/2022	36824	Mason County PUD #3	2,371.48
9/30/2022	36825	Mountain Mist Water	122.53
9/30/2022	36826	O'Reilly Auto Parts	195.57
9/30/2022	36827	Builders FirstSource	124.77
9/30/2022	36828	Reliable Electric, Inc.	3,236.81

Activity From 9/15/2022 Through 10/14/2022

Document Date	Check #	Vendor Name	Amount
9/30/2022	36829	Ricoh USA, Inc	82.66
9/30/2022	36830	Jason Rowe	99.00
9/30/2022	36831	Right! Systems, Inc.	43,166.23
9/30/2022	36832	Staples Business Advantage	83.96
9/30/2022	36833	Thermo King Northwest, Inc.	2,161.57
9/30/2022	36834	Tozier Brothers, Inc.	49.84
9/30/2022	36835	ULINE	623.88
9/30/2022	36836	United Way of Mason County	24.00
9/30/2022	36837	U.S. Bank	1,676.80
9/30/2022	36838	Westbay Auto Parts	715.50
10/7/2022	36839	Abila	771.55
10/7/2022	36840	Allstream	124.50
10/7/2022	36841	World Kinect Energy Services	25,358.13
10/7/2022	36842	Aramark	156.71
10/7/2022	36843	Kirk C Church dba 3C's	1,000.00
10/7/2022	36844	City of Shelton	956.32
10/7/2022	36845	Matthew Coale	276.00
10/7/2022	36846	Corcoran's Lock and Safe, LLC	25,000.00
10/7/2022	36847	Hood Canal Communications	2,497.63
10/7/2022	36848	Mason County PUD #3	92.31
10/7/2022	36849	Purcor	190.00
10/7/2022	36850	Olympic Lock & Key	70.72
10/7/2022	36851	Builders FirstSource	204.43
10/7/2022	36852	Schetky Northwest Sales, Inc.	99.48
10/7/2022	36853	The Shoppers Weekly	1,554.81
10/7/2022	36854	ULINE	9,696.06
10/7/2022	36855	United Way of Mason County	31.46
10/7/2022	36856	UniteGPS, LLC	1,053.00
10/7/2022	36857	Verizon Wireless	945.36
10/7/2022	36858	Voyager Fleet Systems, Inc.	12.00
10/7/2022	36859	Whisler Communications	1,806.53
10/12/2022	36860	Mason Transit Authority - ACH Account	180,481.60
10/14/2022	36861	Stanley Convergent Security Solutions	460.93
10/14/2022	36862	World Kinect Energy Services	1,596.73
10/14/2022	36863	Aramark	313.42
10/14/2022	36864	Belfair Water District #1	86.41
10/14/2022	36865	Bethel Towing	788.70
10/14/2022	36866	Castaneda Landscaping DBE.	770.82
10/14/2022	36867	Cascade Natural Gas	2,257.30
10/14/2022	36868	Matthew Coale	276.00
10/14/2022	36869	Comcast	238.00

Mason Transit Authority Check Register October 2022 Board Report

Activity From 9/15/2022 Through 10/14/2022

Document Date	Check #	Vendor Name	Amount
10/14/2022	36870	Gillig, LLC	56.36
10/14/2022	36871	Robert W. Johnson, PLLC	1,600.00
10/14/2022	36872	Kitsap Transit	2,590.83
10/14/2022	36873	Mason County Garbage, Inc.	837.81
10/14/2022	36874	Mason County PUD #3	3,150.82
10/14/2022	36875	Mountain Mist Water	285.78
10/14/2022	36876	ODP Business Solutions, LLC	66.16
10/14/2022	36877	Builders FirstSource	574.74
10/14/2022	36878	Right! Systems, Inc.	4,318.30
10/14/2022	36879	Mason County Journal	800.00
10/14/2022	36880	Staples Business Advantage	138.86
10/14/2022	36881	TK Elevator Corporation	694.44
10/14/2022	36882	U.S. Bank	4,534.18
10/14/2022	36883	AWorkSAFE Service, Inc.	546.00
10/14/2022	36884	Washington State Transit Association	100.00

Check Totals \$ 1,185,778.10

Mason Transit Authority Credit Card Activity October 2022 Board Report

September 2022 Activity

GL Title	Transaction Description	Exp	enses
Parts Inventory	Amazon - Parts	\$	23.62
Parts Inventory	Amazon - Parts		44.46
Background Chk	Checkr - Background Check		48.12
Background Chk	Checkr - Background Check		223.97
Postage	USPS - Return Shipping		43.70
Facility Repair/Maintenance	Amazon - Bee Killer		23.32
Facility Repair/Maintenance	Amazon - Fire Alarm pull stations		385.57
Facility Repair/Maintenance	Amazon - Paint for parking lot lines		43.51
Facility Repair/Maintenance	Tractor Supply - Hardware		16.25
Operating Supplies	Amazon - American Flags		26.02
Operating Supplies	Amazon - Bus Shelter Stickers		8.65
Office Supplies	Amazon - Office Supplies		213.70
Shop Supplies	Amazon - Shop Supplies		12.90
IT Equipment	Amazon - Cable Parts for Bus		10.84
IT Equipment	Amazon - Cable Parts for Bus		84.85
IT Equipment	Walmart - Cable, TCC Conference Room		13.02
IT Equipment	Walmart - TV & mount, TCC Conference Room		735.03
Small Tools & Equipment	Amazon - Shop Tools		43.39
Small Tools & Equipment	Amazon - Tool		28.20
Small Tools & Equipment	Amazon - Tool		50.97
Small Tools & Equipment	Lowes - Tool		348.99
Safety Supplies	AED Supplies - Replacement Pads		158.41
Safety Supplies	Amazon - First Aid Supplies		164.56
Small Equipment & Furniture	Tire Supply - Inflation Station	1	L,288.95
Veh License/Registration Fee	MC Licensing - Bus 340 Registration		63.50
Dues, Memberships, Subscriptions	EFax - Monthly Billing		100.87
Dues, Memberships, Subscriptions	Network Solutions - Domain Subscription		57.48
Dues, Memberships, Subscriptions	Network Solutions - Web Forwarding		18.43
Dues, Memberships, Subscriptions	Network Solutions - Web Hosting		145.00

Total Credit Card Charges -September \$ 4,426.28



	PURCHASE LOG						
	Name: Amn	Asner			Date Submitted		bmitted
	Department-pootsitude WIV					10-4-	2022
N	Manager's Approval Sandy Tang						
	F0D2CAD30A0C42B				_		Finance Use Only
DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
9/21/22	Mason Comm Amuann	License + Registration Bus 340	63.50	4	No. mark days of the second se	The population and the contract of the contrac	25
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				· · · · · · · · · · · · · · · · · · ·			
Don't forget	to attach original receipts	TOTAL	\$ 63,50)			
Signature /	an Can				1	Date 10 1 9	1/2022
I hereby certify thereof.	ereby certify under penalty of perjury that this is a true and correct claim for necessary purchases or expenses on behalf of MTA and that no payment has been received by me on account ereof.						

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5C – *Actionable*

Subject: Equipment Surplus

Prepared by: LeeAnn McNulty, Administrative Services Manager

Approved by: Amy Asher, General Manager

Date: October 18, 2022

Background:

Resolution 2022-11 presented at the September 20, 2022 board meeting, requested authority to surplus security cameras and other miscellaneous IT and phone equipment. Upon further review it was identified that the security cameras were a part of capital asset ID #56021 with a book value of \$35,071.26. Mistakenly, the initial resolution stated that there was no fiscal impact to the surplus request. In the spirit of transparency, staff is bringing this item back to the Board to make clarification regarding the fiscal impact to Capital Assets specifically Office Furniture where the security camera asset had been recorded in March 2011.

In addition, Capital Asset ID #sFA56037 and FA56038 are included for recycle in this revised resolution. Attached is a revised Exhibit A.

Summary: Approve surplusing certain obsolete IT and phone equipment, plus capital assets 56021 security cameras, servers 56037 and 56038; with the clarification of the true fiscal impact to capital assets.

Fiscal Impact:

Impact to capital assets is \$49,927.96.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2022-17 regarding the disposal of the assets as set forth in Exhibit A to that resolution.

RESOLUTION NO. 2022-17

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD AUTHORIZING THE DISPOSAL OF SURPLUS EQUIPMENT AND RESCINDING RESOLUTION NO. 2022-11.

WHEREAS, the Mason Transit Authority Board has adopted policies to ensure the fair, impartial, responsible and practical disposition of surplus property of MTA and such policies ensure that the public shall receive the greatest value for such items; and

WHEREAS, certain of the items on Exhibit A attached hereto are items to be surplused are items that will have a fiscal impact of \$49,927.96 to MTA's capital assets; and

WHEREAS, due to continued supply chain issues, MTA is retaining some of the items that were previously contained in Exhibit A to Resolution No. 2022-11, with those items being brought before the Board when the replacement has occurred;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that Resolution No. 2022-11 is hereby rescinded; and

BE IT FURTHER RESOLVED that the items identified on Exhibit A attached hereto are to be deemed surplus and shall be surplused pursuant to MTA's disposition of surplus property policy.

Adopted this 18th day of October, 2022.

Sandy Tarzwell, Chair	John Campbell, Vice Chair
Cyndy Brehmeyer, Authority Member	Wes Martin, Authority Member
Randy Neatherlin, Authority Member	Eric Onisko, Authority Member

Resolution No. 2022-17 Page 1 of 2

John Sheridan, Authority Member	Kevin Shutty, Authority Member		
Sharon Trask, Authority Member			
APPROVED AS TO CONTENT: Amy Ashe	er, General Manager		
APPROVED AS TO FORM: Robert W. Joh	hnson, Legal Counsel		
ATTEST: Tracy Becht, Clerk of the Board	DATE:		

Resolution No. 2022-17 Page 2 of 2

EXHIBIT A TO RESOLUTION NO. 2022-17 LIST OF ITEMS FOR SURPLUS

Description	Asset Tag	Serial Number
AXIS P1427-E	FA56061	ACCC8E48C7C6
AXIS P1428-E	FA56061	ACCC8E4FF366
AXIS P1428-E	FA56061	ACCC8E504633
AXIS P3344	FA56061	00408CB1742B
AXIS P3344	FA56061	00408CB1742A
AXIS P3344	FA56061	00408CB1736D
AXIS P3344	FA56061	00408CC02392
AXIS M3014	FA56061	ACCC8E4A56E0
AXIS P1427-E	FA56061	ACCC8E5565C7
AXIS P1428-E	FA56061	ACCC8E5EF5A2
AXIS Q1765-LE	FA56061	ACCC8E4A27D8
AXIS P3344	FA56061	00408CB17429
AXIS P3344	FA56061	00480CB41B7C
AXIS P3384-V	FA56061	ACCC8E44FFD7
Vivotek FD8335H	FA56061	00-02-D1-29-A7-62
Vivotek FD8335H	FA56061	00-02-D1-2E-92-90
Vivotek FD8335H	FA56061	00-02-D1-29-A7-5E
Vivotek FD8335H	FA56061	00-02-D1-2E-92-3E
Vivotek FD8335H	FA56061	00-02-D1-25-43-95
Vivotek FD8335H	FA56061	00-02-D1-2E-92-3B
Vivotek FD8335H	FA56061	00-02-D1-2E-92-3D
Vivotek FD8335H	FA56061	00-02-D1-2E-92-4A
Vivotek FD8335H	FA56061	00-02-D1-2E-92-00
Vivotek FD8335H	FA56061	00-02-D1-2D-E4-47
Vivotek FD8335H	FA56061	00-02-D1-2D-E4-45
Vivotek FD8335H	FA56061	00-02-D1-2E-92-02
Vivotek FD8335H	FA56061	00-02-D1-2D-E4-46
Vivotek FD8335H	FA56061	00-02-D1-2E-92-3C
Vivotek FD8335H	FA56061	00-02-D1-2E-91-FF
Vivotek FD8335H	FA56061	00-02-D1-2E-74-02
Vivotek FD8335H	FA56061	00-02-D1-2D-E4-44
Vivotek FD9391-EHTV	FA56061	00-02-D1-7D-FF-E8
Vivotek FD8335H	FA56061	00-02-D1-2E-92-03
Vivotek FD8335H	FA56061	0002D12E9259
HP LaserJet Pro 570dn	18-2492	CNB9GDLJNJ
Dell OptiPlex 5060	19-2624	15XTZV2
Dell OptiPlex 5060	19-2641	15YQZV2

EXHIBIT A TO RESOLUTION NO. 2022-17 LIST OF ITEMS FOR SURPLUS

Dell OptiPlex 5060	19-2643	15ZRZV2
Dell OptiPlex 5060	19-2633	15TRZV2
Dell OptiPlex 5060	19-2632	15VVZV2
Rca Gallieo Pro 11.5"	19-2617	V2GDBZ1806H0
AXIS Communicator S1016	19-2704	HW03014VBC92
Shoretel IP655		0010493C1EBE
ShoreTel 265		00104916CA90
ShoreTel 230		001049195CAB
ShoreTel 265		00104916CA0D
ShoreTel 115		001049174E0D
ShoreTel 265		00104916CAB5
ShoreTel 230		001049195C25
Shoretel SG-120/24	19-2703	24JC10441945B4
HP Color LaserJet 1600	16-1808	CNCC7B70QB
Aruba 105		BT0935591
Aruba 105		BT0767500
FaxFinder FF230		15317644
Muzak Message Repeater		Inaccessible
Dell Optiplex 380	18-2481	GG9W9P1
Optiplex 9020	16-1895	461X942
Optiplex 9020	16-1892	4JSZ942
Optiplex 9020	16-1889	4612B42
Optiplex 9020	16-1898	460Y942
Optiplex 9020	16-1901	461W942
Optiplex 9020	16-1884	4614B42
Optiplex 9020	16-1872	460W942
Optiplex 9020	16-1878	460X942
Optiplex 9020	16-1881	4JT0B42
Vivotek FD8335H	FA56061	00-02-D1-2D-E4-77
Vivotek FD8335H	FA56061	00-02-D1-2D-E4-5A
Vivotek FD8335H	FA56061	00-02-D1-29-A7-4F
Vivotek FD8335H	FA56061	00-02-D1-2E-91-F7
Vivotek FD8335H	FA56061	00-02-D1-2E-92-4C
Vivotek FD8335H	FA56061	00-02-D1-2E-92-01
Vivotek FD8335H	FA56061	00-02-D1-2D-E4-48
Vivotek FD8335H	FA56061	00-02-D1-2E-92-91
Vivotek FD8335H	FA56061	00-02-D1-2E-92-4B
Poweredge R520 Server	FA56038/	DT57B42

EXHIBIT A TO RESOLUTION NO. 2022-17 LIST OF ITEMS FOR SURPLUS

	18-2503	
Dell Powervault MD1200	FA56037	
	19-2714	3YHQ2W2

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6A – *Discussion*Subject: Budget: First View of 2023 Budget
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager

Date: October 18, 2022

Background:

The first rough draft of the 2023 Budget assumes a conservative approach to revenue forecasting. There are some predictions of a recession in 2023 given the continued rising cost of goods and increasing interest rates.

Assumptions for 2023 include:

- A return to full transit service. This was a goal for 2022 but we are still currently 7 drivers short from reaching that goal.
- A return to full staffing in the Maintenance division as we return to full service.
- An estimated 29% increase in sales tax revenue over 2022 estimated revenue, or 3% over our 2022 projected revenue.
- Fuel prices continue to vary and are budgeted 4% higher than 2022.
- Revenue from the sale of Maintenance Services is anticipated as local partners increase their miles traveled.
- A 31% increase in trainings and meetings to train new staff in each department and attend in-person meetings.
- A wage analysis for both represented and non-represented positions is underway so we may retain excellent staff and remain competitive in this labor market.

The draft budget includes a line-by-line detail for the revenue and expense projections for the balance of 2022 as of September 30, 2022. This information can be found on the 2023 Budgeted Expenses document. The Consolidated 2023 Budget spreadsheet contains revenue and operating expenses from all MTA departments.

Summary: First view of 2023 Budget

Fiscal Impact:

None at this time.

venue	2023 Budgeted Revenues							Budget %
		2019 Actual	2020 Actual	2021 Actuals	2022 Projections	2022 Budget	2023 Budget	Change YoY
401000	Fares: Out of County	71,306	27,625	30,592	38,622	32,000	-	
401010	Fares: Adult Pass	21,255	10,020	4,356	6,176	4,800	-	
401020	Fares: Reduced Pass	2,256	1,104	985	1,442	1,200	-	
401030	Fares: Youth Pass	1,531	513	369	302	500	-	
401070	Fares: Worker/Driver	187,966	130,074	104,205	78,858	110,000	110,000	C
401080	Donations Non Volunteer	50	-	-	-	-	-	
401085	Fares: Community Van				1,539	-	2,000	
407010	Sales of Maintenance Services	4,639	3,142	1,444	6,885	2,500	10,000	300
407020	Rental of Bldgs and Other Property	19,556	21,039	31,805	29,061	28,112	25,000	-11
407031	TCC Event Rental	27,810	9,078	10,013	12,722	10,500	15,000	43
407040	TCC Tenant Rental	128,208	116,729	97,969	103,026	97,088	112,000	15
407060	Investment Interest Income	178,661	73,434	11,990	110,543	10,000	80,000	700
407061	Insurance Recoveries	9,819	77	586	-	-	-	
407062	Sales Tax Interest Income	9,236	6,384	3,318	3,965	1,500	5,000	233
407990	Gain/Loss on Disp of Asset	26,385	53,800	33,690	20,239	-	-	
407991	Other Non-Transportation Revenue	32,605	2,401	2,614	419	1,070	570	-47
408020	Sales and Use Tax Revenue	5,478,270	5,951,699	6,869,226	7,028,468	5,620,000	7,235,134	29
409050	WSTIP Safety, Training, Recognition	4,500	5,000	4,500	4,500	4,500	4,500	C
409070	Other Local Cash Grants	-	-	-	-	-	-	
411015	GCB2614 2017-2019 Operating Grant - State Portion	1,710,465	-	-	-	-	-	
411016	PTD0044 2019-2021 Operating Grant - State Portion	740,432	1,400,630	718,984	-	-	-	
411017	2021-2023 Consolidated Operating Grant - State Portion	-	-	1,227,809	4,478,133	3,363,648	3,130,488	-7
411050	Other State Grants	112,999	-	-	-	-	-	
413014	GCB2088 2015-2017 Operating Grant-Fed Portion	-	-	-	-	-	-	
	GCB2614 2017-2019 Operating Grant - Federal Portion	99,183	-	-	-	-	-	
413016	PTD0044 2019-2021 Operating Grant - Federal Portion	897,127	1,095,945	824,288	-	-	-	
413017	2021-2023 Consolidated Operating-Fed Portion	-	-	343,595	308,325	-	-	
413020	PTD0192 CARES ACT 5311	-	1,530,241	468,579	87,241	-	-	
		9,764,259	10,438,935	10,790,917	12,320,466	9,287,418	10,729,692	10
	Operating Reserves Allocation					-		
	Total Revenue	9,764,259	10,438,935	10,790,917	12,320,466	9,287,418	10,729,692	

	2023 Buagetea Expenses	2019 Actual	2020 Actual	2021 Actual	2022 Projections	2022 Budget	2023 Budget	Budget % Change YoY
501010	Salaries and Wages	2,941,579	2,647,667	2,725,788	2,927,293	3,837,140	3,946,305	3%
501020	Salaries and Wages Overtime	58,481	20,212	23,034	34,343	23,300	39,749	71%
501050	Board Stipends	3,660	3,420	4,140	4,171	4,320	4,320	0%
502010	Other Salaries and Wages	6,545	293,001	71,317	75,947	-	-	
502020	Employer's FICA Expense	266,860	272,512	256,867	273,767	346,338	358,767	4%
502030	PERS Pension Plan	440,631	439,616	376,172	355,089	460,738	523,142	14%
502040	Medical Insurance	925,019	919,966	835,586	936,068	1,227,781	1,170,045	-5%
502050	Dental /Vision Insurance	85,695	85,096	74,462	73,270	97,039	89,306	-8%
502060	Life Insurance/LTD	19,004	19,538	16,769	19,720	24,314	24,660	1%
502080	Unemployment Insurance	9,092	30,062	13,652	19	50,000	25,000	-50%
502090	Labor and Industries Insurance	237,637	152,095	148,974	115,254	154,364	150,330	-3%
02100	Vacation Pay	230,679	261,850	233,901	234,901	296,964	306,795	3%
02120	Holiday Pay	130,917	131,488	135,529	119,434	190,733	193,555	1%
02130	Sick Leave Pay	123,053	179,562	164,487	152,011	162,413	167,411	3%
02131	Employer's PFML Expense	-	3,344	5,088	5,770	7,246	7,432	3%
502140	Other Paid Absence	31,437	36,737	34,165	33,082	35,714	36,852	3%
02145	Other Fringe Benefits	-	-	3,486	-	-	-	
502146	Wellness Expense	1,472	583	-	-	1,000	1,000	0%
02150	Uniform Allowance	16,846	12,684	14,033	8,731	27,390	26,530	-3%
02151	Driver Safety Training	-	-	-	-	-	-	
502152	Tuition Reimbursement	-	-	-	300	2,500	2,500	
03000	Tool Allowance	2,950	3,100	2,713	2,325	3,100	4,000	29%
03010	Phone Allowance	-	-	-	-	-	-	
03020	Employee Recognition	4,845	3,071	7,830	3,299	16,325	14,215	-13%
	Publication Fees	3,060	1,448	5,939	16,606	6,200	21,500	247%
03031	Professional and Technical Services	51,092	11,169	59,554	5,901	86,000	181,500	111%
03032	Legal Services	32,316	41,305	22,731	21,119	80,000	75,000	-6%
	Temporary Help	1,075	-	33,398	5,000	-	53,000	
	Laundry	2,874	2,955	2,894	2,613	3,500	3,600	3%
	Repair/Maintenance by Other	96,615	36,781	49,602	78,875	87,800	106,100	21%
	Contract Services	91,333	89,963	115,809	96,176	215,100	132,875	-38%
	Security Service	334	228	769	1,265	2,678	2,978	11%
	Drug & Alcohol Testing	5,353	5,056	6,890	8,972	8,919	13,750	54%
	Printing	18,151	18,849	11,046	6,927	12,550	13,850	10%
	Postage	1,494	1,259	1,483	1,281	1,870	1,570	-16%
	CDL Testing/DMV Check	-	750	1,000	1,750	3,350	4,300	28%
	Other Services	4,208	3,415	2,380	3,275	8,270	9,275	12%
	Fuel and Lubricants	364,503	212,980	310,962	476,973	520,250	542,175	4%
	Tires and Tubes	44,564	14,117	12,175	10,919	45,420	28,000	-38%
	Incidental Expense	-	-	-	-	-	-	00/0
	Facility Repair/Maintenance	33,419	21,874	20,798	14,164	41,950	35,350	-16%
	Operating Supplies	1,516	10,784	5,742	2,491	13,500	12,000	-11%
	Office Supplies	15,261	9,447	8,849	7,966	16,400	12,750	-22%
	Shop Supplies	11,587	10,995	10,782	12,517	15,000	15,000	-22%
	5.15 S 50 D D 1103	11,007	10,770	10,702	12,017	10,000	10,000	0/0

	ZUZ3 BUQGETEQ EXPENSES	2019 Actual	2020 Actual	2021 Actual	2022 Projections	2022 Budget	2023 Budget	Budget % Change YoY
504260	Safety Training Material & Supply	1,920	885	359	1,501	3,300	3,250	-2%
504270	Shelter Supplies	11,080	1,171	1,118	714	3,000	3,000	0%
504280	Vehicle Maintenance Parts	173,112	94,112	86,879	163,653	154,000	205,000	33%
504290	Software	28,887	95,067	68,262	168,013	61,000	161,066	164%
504300	Communications Equipment	6,226	8,191	4,663	-	9,250	13,250	43%
504310	IT Equipment	127,555	16,245	14,482	17,247	24,125	20,500	-15%
504320	Small Tools & Equipment	26,668	7,357	4,212	9,412	13,000	14,700	13%
504340	Safety Supplies	3,452	96,549	13,444	3,457	19,350	18,300	-5%
504350	Small Equipment & Furniture	11,609	12,499	11,208	1,146	17,700	20,150	14%
504360	Small Tools Replacement/Repair	2,939	-	1,082	868	3,200	3,150	
505021	Water and Sewer	10,868	17,086	40,463	25,682	41,000	37,000	-10%
505022	Mobile Radio Service	20,715	21,317	28,557	21,708	27,500	31,500	15%
505023	Garbage	8,900	8,074	9,686	9,508	13,300	12,500	-6%
505024	Gas	21,154	23,474	19,787	24,414	26,000	29,000	12%
505025	Electric	61,249	55,192	60,955	70,790	75,500	82,500	9%
505030	Telephone Service	20,932	20,865	21,083	16,366	28,754	19,900	-31%
505040	Internet Services	3,932	3,915	4,715	6,311	6,700	7,000	4%
506030	Insurance Premium	216,310	164,864	194,632	221,605	222,188	251,812	13%
507010	Taxes	514	-	-	1	-	-	
507020	Property Tax	72	129	72	102	250	150	-40%
507030	Veh License/Registration Fee	389	1,190	555	250	500	500	0%
	Leasehold Tax	-	-	-	-	-	-	
509020	Dues, Memberships, Subscriptions	31,842	30,146	32,318	29,741	33,450	45,522	36%
509021	Travel & Meeting Expense MTA	28,154	5,461	2,305	12,391	22,200	29,300	32%
	Travel Expense - VD Program	11	-	-	-	-	-	
509023	Conference Registration	4,683	101	869	2,384	6,750	9,990	48%
	Training / Seminars Travel Tolls	4,286	1,450 30	4,611	1,831 -	14,200	17,050	20%
509150	Advertising/Promotion Media	23,156	26,128	61,623	55,495	84,000	81,000	-4%
	Intergovernmental Audit Fees	31,649	31,046	29,779	22,379	38,000	38,000	0%
	Other Misc Expenses	4,466	3,315	3,163	3,947	6,350	5,650	-11%
	Bank Service Charges	-	-	130	-	-	-	, 5
	Credit Card Fees	5,499	4,061	3,370	2,833	3,900	3,300	-15%
	Passenger Parking Facilities	25,590	26,114	24,817	10,629	4,770	-	-100%
	Rent - Equipment	20,070	199	21,017	-	-	_	10070
	Rent - Office	3,690	10,215	15,123	12,149	3,850	- -	-100%
	Rent - CDL Training Location	3,070	10,213	10,120	1,400	3,030	4,200	-100/6
	Office Equipment Lease	4,758	2,543	726	758	700	525	-25%
312070	Pooled Reserves	4,730	2,040	720	730	120,000	323	-23/6
	rooled keserves	7,252,827	6,814,988	6,609,154	7,076,202	9,243,307	9,541,252	44%
	Net Income	2,511,432	3,623,947	4,181,763	5,244,264	44,112	1,188,440	
	Operating keserves Allocation					-	-	
	Net Income (Loss) Net Reserves Allocated	2,511,432	3,623,947	4,181,763	5,244,264	44,112	1,188,440	

Consolidated 2023 Budget					2022			Budget %
		2019 Actual	2020 Actual	2021 Actual	2022 Projections	2022 Budget	2023 Budget	Change Yo
Operating Revenue (Fares)		2010 710100			. rojeciiciic			
Passenger Fares	1	96,348	39,262	36,302	48,081	38,500	2,000	-95%
Worker Driver	2	187,966	130,074	104,205	78,858	110,000	110,000	0%
		284,314	169,336	140,507	126,939	148,500	112,000	-25%
Non-Operating Revenue								
Sales Tax	4	5,478,270	5,951,699	6,869,226	7,028,468	5,620,000	7,235,134	29%
Operating Grants	5	3,560,206	4,026,816	3,583,255	4,873,699	3,363,648	3,130,488	-7%
Rental Income	6	175,574	146,846	139,786	144,808	135,700	152,000	12%
nvestment Income	7	178,661	73,434	11,990	110,543	10,000	80,000	700%
Other income	8	87,234	70,804	46,152	36,008	9,570	20,070	110%
		9,479,945	10,269,599	10,650,409	12,193,526	9,138,918	10,617,692	16%
Operating Reserves Allocation							-	
Total Revenue	_	9,764,259	10,438,935	10,790,916	12,320,465	9,287,418	10,729,692	16%
ixpenses								
Vages & Benefits	9	5,527,310	5,485,542	5,134,341	5,374,777	6,918,721	7,066,915	2%
Contracted Services	10	208,151	173,441	276,541	179,361	429,897	515,703	20%
u el	12	364,503	212,980	310,962	476,973	520,250	542,175	4%
/ehicle/Facility Repair & Maintenance	13	347,710	166,884	169,454	267,610	329,163	374,450	14%
nsurance Premium	14	216,310	164,864	194,632	221,605	222,188	251,812	13%
ntergovernmental - Audit Fees	15	31,649	31,046	29,779	22,379	38,000	38,000	0%
Facility Rent and Park & Ride	16	29,280	36,528	39,939	22,778	8,620	-	
Jtilities	17	127,036	128,606	156,689	153,072	191,254	187,900	-2%
Supplies	18	279,746	306,316	170,043	242,875	231,294	332,736	44%
raining & Meetings	19	37,124	7,012	7,786	16,606	43,150	56,340	31%
Other Operating Expenses	20	84,008	101,769	118,988	98,171	190,770	175,222	-8%
Pooled Reserves		- ,- ,-	- • •	-,		120,000		
Total Expense	_	7,252,827	6,814,988	6,609,154	7,076,207	9,243,307	9,541,253	3%
Net Income (Loss)	_	2,511,432	3,623,947	4,181,762	5,244,258	44,111	1,188,439	- 2594% -
Operating Reserves Allocation						-	-	
Net Income (Loss) Net Reserves Allocated	_	2,511,432	3,623,947	4,181,762	5,244,258	44,111	1,188,439	_ 2594%

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6B – *Actionable*Subject: Contract with Public Relations Firm
Prepared by: Jason Rowe, Operations Manager
Approved by: Amy Asher, General Manager

Date:

Background:

JayRay has been providing a valuable public relations service to MTA in recent years. MTA has found that having a stronger social media presence and press releases has been beneficial to the public it serves as it becomes more aware of MTA's services. The term of the agreement associated with those services expires at the end of this month.

MTA is now seeking to receive public relations assistance for two years and distributed an informal solicitation to four public relations firms, two of which have a WBE certification. Specifically, MTA named the following services in the informal solicitation:

- Prepare ads for news media;
- Prepare program campaigns;
- Press releases;
- Community events (up to 4);
- Promotion of MTA through social media; and
- MTA website updated/refreshed.

The deadline for submitting proposals was October 12, 2022. Three proposals were received. They were reviewed using a matrix to score the proposals based on the quality of response, project understanding, availability of team, experience and price with the preference given to DBE/WOB or other minority owned business. Berg Marketing was chosen as scoring highest when considering all categories.

The proposal and agreement are attached.

Legal Counsel has reviewed the Agreement.

Summary: Approve General Manager to sign the agreement with Berg Marketing.

Fiscal Impact:

\$3,500 per month or \$84,000 over 24 months. This expenditure is covered in the current budget for 2022, as well as a 2023 budgeted line-item Advertising and Promotional Expense.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2022-18 authorizing the General Manager to sign and execute the Terms and Conditions Agreement in the amount of \$84,000 for 24 months between Berg Marketing Group and Mason Transit Authority.



MASON TRANSIT AUTHORITY PROPOSAL

Office

827 Marsh Ave. Centralia, WA 98531

Contact

Office 360 807 4204
Cell 360 219 5215
Email info@bergmg.com
Web www.bergmg.com

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Cover Letter

Dear Mr. Rowe,

Berg Marketing Group has over 25 years of combined experience in marketing, sales, event planning, graphic design, custom branded merchandise, and video production. We also have experience complying with state and federally mandated web design for data and reporting purposes. As a multi-faceted organization we have numerous resources to accomplish your goals. We are dedicated to our our clients, and love the opportunities we get to showcase the place we call home.

Each client is unique to us, we do not have a one size fits all approach with any of our clients. We find that the most important part in developing a relationship is the discovery process. Mason Transit Authority is no different. Our first step would be on-site discovery. It is imperative that we discover MTA's history, goals, evaluate what messaging has worked in the past, and what messaging has not worked. Our primary goal is to familiarize ourselves with your vision and mission, then establish a plan to build a better community relationship, and facilitate engagement between MTA and local families. We will use this information to complete market research inside and outside our surrounding areas to develop effective marketing campaigns and branding. Finally, we will take this information and implement it in a consistent, vibrant, and effective visual displays with strong messaging that refelcts the values of Mason Transit Authority.

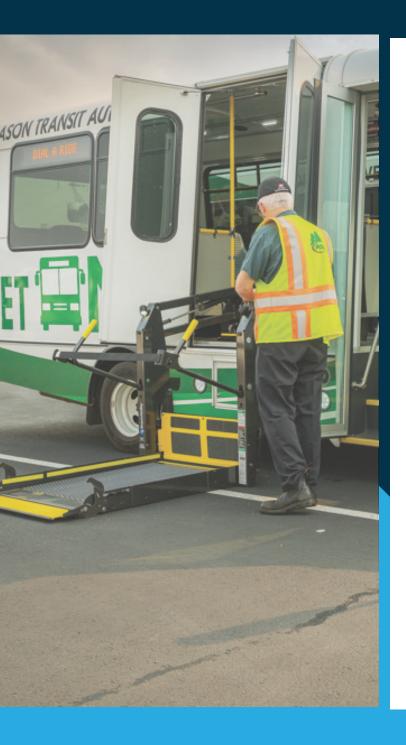
Our priority is to work together with Mason Transit Authority to continue providing consistent messaging and building relationships within the community.

Chande Burg

Amanda Berg
Director of Business Development
BERG Marketing Group, LLC

Ryan Berg Creative Director BERG Marketing Group, LLC

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01	Cover Letter
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06	Project Approach
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08	Portfolio
09	Portfolio (cont'd)

History

Our story began in 2013 in Centralia WA as a woman owned small business. The decision to go out on Amanda's own was simple, coming from a family of entrepreneurs and locally owned businesses, she was inspired to make a difference. Amanda wanted to take her strengths and experiences and put them to the test. She wanted every business that she helped to become successful.

Shortly after making the decision to go out on Amanda's own, Ryan joined forces as the missing piece to become a full-service Marketing Company. Bringing together Amanda's sales experience in, SEO, advertising, and customer service, along with Ryan's graphic design and video production expertise it was the perfect combination of strengths to become a successful marketing company.

We began our journey working with small businesses to develop, maintain, and grow their brand appearance. It was important for us to become enriched in our community to explore the goals as well as the strengths and weaknesses of these companies. It was fascinating and exhilarating assisting companies to grow from conception stage to large profitable organizations. Finding the formula for each entity was key in this growth. What we have found is that every business and organization is different.

As a company we loved any opportunity to showcase the place we call home. Every organization has a unique story to tell, and it is not only important in how you tell the story, but where their story is told. The fact that we can bridge that gap through different medias is remarkable.



Berg Marketing Group has evolved from offering general marketing services to include brand development, reputation management, graphic design, video production, social media management, marketing mentorship, event marketing & management to include customizable branded apparel and promotional products. With a wide range of products and services, we pride ourselves with a "one stop shop" approach.

Since we began, we have had the pleasure of working with a wide variety of businesses, non-profits, and public service organizations. Knowing that we can utilize our experiences and resources to make a difference in each community is very rewarding, and continually drives us to succeedMTA Regular Board Mtg.

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Amanda Berg
Director of
Business Development

Facilitates brand development across mixed medias.
Responsible for networking, sales, and in house productivity. Utilizes resources in the community to connect businesses and organizations to form power partners.



Ryan Berg
Creative Director

Graphic Design Artist responsible for consistent brand imagery across multiple platforms. Proficient in multiple graphic and print layout programs.

"The only way to do great work is to love what you do."



Stefanie Brimacomb Website & Visual Arts Consultant

Consultant for website coding and graphic support.



Derek Sherman Graphic Designer

Graphic Design Artist with a BFA in graphic design. Has design experience using multiple design programs and print layout.

References

01	Cara Radtke - Centralia Christian School Director of Finance & Admissions Assisted in their branded apparel for staff & students. Set up a purchasing site for their staff and students and managed all their orders. Donated a portion of every sale back to organization. 1315 S. Tower Ave., Centralia, WA 98531 360.736.7657
02	Dr. Lisa Grant - Centralia School District Superintendent of Public Instruction Currently assisting in district logo redesign and rebranding materials. Managing social media content, website updating, and PR. 2320 Borst Ave., Centralia, WA 98531 360.330.7600
03	Danette Rogers - Mason Transit Authority Past General Manager Re-branded Riders guide, bus graphics, re-designed all of the their event center and rider printed graphics. 790 East Johns Praire Rd., Shelton, WA 98584 danettejoane@gmail.com
04	Darene Follett - Puget Sound Refinery Federal Credit Union CEO Re-branded Credit union, updated all printed graphics, managed social media to their closed membership, corresponded to members through e-newsletters, provided promo products, provided merchandise, marketing mentor, and coordinated events. 12275 Bartholomew Rd., Anacortes, WA 98221 360.293.4862
05	Chad Johnson - Truss Components of Washington Owner Design Billboards, build website, manage social media efforts, E-newsletters, SEO, and graphic support. 5232 Joppa St. SW, Tumwater, WA 98512 360.753.0057

Project Approach

On Site Discovery

Immerse ourselves with Mason Transit Authority by touring, meeting administration and staff. Our goal is to gain insight into the history of Mason Transit Authority and the marketing efforts that align with the vision and mission.



Market Research

Analyze the data and perform market research in similar size markets to evaluate what messaging works to encourage positive engagement and increase ridership.



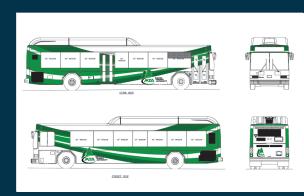
Implementation

Create positive messaging through social media, graphic materials and public relations.

- Highlight operators
- Video testimonials on why you ride
- Tag partners
- Highlight transit employees
- Highlight community events
- Importance of safety
- Share ridership information the growth in transit

Evaluate

Throughout the entire process evaluate the message and feedback to adjust where needed. Meet on a weekly basis via phone, or in person, to strategize.







Public Relations Assistance - \$940/mo. (6 hours per month)

Prepare ads (2 per/mo.) and press releases (1 per/mo.) for news media. Design and implement program campaigns to the public through traditional media avenues. Assist in community events (up to 4 per/year).

Social Media Management - \$1350/mo.

Create engaging content for Facebook, Instagram, and Twitter. Post 5 - 7 times per week on each social platform. Respond to comments, messages, and reviews from the public as they are submitted.

Graphic Design - \$940/mo. (6 hours per month)

Provide graphic support for marketing materials, various programs, and vehicles.

Website Update/Maintenance - \$270/mo. (3-4 hours per month)

Update MTA's website to reflect current information and scheduling changes.

Total Monthly Cost

\$3500

Berg Marketing Group, LLC

UBI: 604-461-6991

SAM Unique Idendity ID: JDMVXL4NHQE6



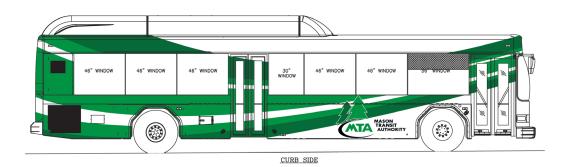
MTA Tailsigns



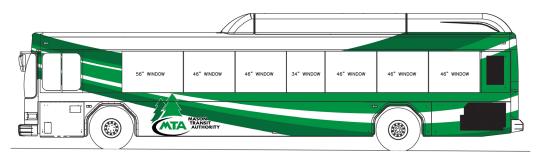




MTA Full Coach Design (2020)









STREET SIDE

MTA Small Coach Design (2020)





Curb side



MTA Schedule (2020)



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Opertfolio (cont'd)

ACE Hardware monthly ads









Truss Components of Washington Billboards







Office

827 Marsh Ave. Centralia, WA 98531

Contact

Office: 360.807.4204 Cell: 360.219.5215

Web & Mail

info@bergmg.com www.bergmg.com



			ll be received on October 31 st , 2024.
	be emailed two weeks pr ays there will be a \$50 fe		ment is received after the grace
*Mason Trans	it Authority will supply ne	ecessary content to comple	ete the agreed upon projects.
0 0 0 0 0	content/posting 5-7 time Website Update/Mainter	onth month ur events per year for buses for program materials ent – Facebook, Twitter & s per week per platform nance – Update MTA's we	Instagram – Create engaging
*You reserve t	and scheduling changes the right to request and mand the hours' notice.		any print designs. Please give us a
*Mason Trans	it Authority owns all right	ts to any publication design	ned for MTA by BMG.
*BMG will not	sell, share or solicit any p	proprietary MTA information	on.
	nplete the agreed upon p supplied in a timely man		of this contract, pending that all
*BMG will sup	ply progress reports mon	thly and will meet with M	TA weekly over the phone.
*BMG has the	permission to post on bel	nalf of Mason Transit Autho	ority.
*Any other ser	rvices rendered by BMG r	nust be agreed upon by bo	oth parties.
_			on Transit Authority (MTA) Please sign a payment of \$3500 per month for 24
Mason Transit	Authority	Date	
Berg Marketing	g Group, LLC	Date	MTA Regular Board Mtg

MTA Regular Board Mtg. October 18, 2022 Pg. 39

RESOLUTION NO. 2022-18

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD APPROVING THE AGREEMENT BETWEEN MASON TRANSIT AUTHORITY AND BERG MARKETING GROUP FOR PUBLIC RELATIONS SERVICES AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE AGREEMENT.

WHEREAS, the Mason Transit Authority Board desires to continue to seek assistance in the area of public relations with tasks such as campaigns on new [and returning] services and restoring ridership, along with continuing a stronger social media presence, as well as press releases to help the public become more aware of MTA's services; and

WHEREAS, MTA received three (3) proposals on an informal solicitation for proposals for a public relations firm;

WHEREAS, of the proposals received by MTA, Berg Marketing Group was selected as being the best to provide the overall services and at the best cost;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD approving the agreement between Berg Marketing Group and Mason Transit Authority; and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement in the amount of \$84,000.

Adopted this 18th day of October, 2022.

Sandy Tarzwell, Chair	John Campbell, Vice Chair
Cyndy Brehmeyer, Authority Member	Wes Martin, Authority Member
Randy Neatherlin, Authority Member	Eric Onisko, Authority Member

Resolution No. 2022-18 Page 1 of 2

Sharon Trask, Authority M	ember
APPROVED AS TO CONTE	NT:Amy Asher, General Manager
	, ,
APPROVED AS TO FORM:	
	Robert W. Johnson, Legal Counsel
ATTEST:	DATE:
Tracy Becht, Cle	rk of the Board

Resolution No. 2022-18 Page 2 of 2

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6C – *Actionable*

Subject: Fares: Vote to Adopt a Fare Free Pilot Program

Prepared by: Amy Asher, General Manager Approved by: Amy Asher, General Manager

Date: October 18, 2022

Background:

In March 2022, the Washington State legislature passed the Move Ahead Washington transportation bill that will grant additional funding to transit agencies provided that they offer free fares to youth aged 18 and under. MTA has an opportunity to receive an estimated \$238,000 in state funds in 2022 and \$643,000 per year over the next 16 years through a Transit Support Grant as a result of adopting a youth fare free program at their August 2022 Board meeting. Transit agencies across the state have also adopted a free youth fare program, and our surrounding neighbors at Intercity Transit, Grays Harbor Transit, and Jefferson Transit are now running entirely fare free programs.

The MTA Policy Committee met to review historic revenue received from out of county fares and the cost to collect and manage those fares. Currently MTA spends more to collect and manage its fare revenue than it receives in fares. The agency currently spends \$64,833 annually in materials and staff time related to fare management. In 2021, the agency collected a total of \$36,302 in out of county fares, not including Worker Driver. Eliminating fares will save MTA money and time, and reduce barriers to accessing transportation services. The funding from the Transit Support Grants will make up any lost revenue. As a result, the Committee recommends adoption of a pilot program adopting a fare policy granting free fares to riders on all modes of transportation Mason Transit provides except for the premium service for the Worker Driver program from January 1, 2023 to December 31, 2025.

Below is the amount of fares collected over the past three years:

Fare Type:	Out of	Adult Pass	Reduced Pass	Youth Pass	Worker Driver
	County		Pass		Dilvei
2019	\$71,306	\$21,255	\$2,266	\$1,531	\$187,966
2020	\$27,625	\$10,020	\$1,104	\$513	\$130,074
2021	\$30,592	\$4,356	\$985	\$369	\$104,205

Summary: Approve Fare Free Pilot Program.

Fiscal Impact:

Savings of approximately \$25,000 per year as a result of reduced materials and staff time managing fares. See fares collected 2019-2021 above to estimate fare revenue loss from Passes. The Transit Support Grant revenue estimates will more than cover the loss of fare revenue.

Staff Recommendation:

Approve.

Motion for Consideration:

The Report of the recommendations of the Policy Committee constitutes a motion for approval of the Committee's recommendation to approve the Fare Free Pilot Program. It had been moved and seconded that the Mason Transit Authority Board establish a Zero Fare Pilot Program for all services except the Worker Driver Program, for the Mason County Public Transportation Benefit Area from January 1, 2023 – December 31, 2025, which approval shall be carried out by Resolution No. 2022-19.

Mason Transit Authority Fare Structure Effective January 1, 2023

This fare structure is part of a pilot project introducing free fares to those youth 18 and under on all modes, including the Worker/Driver bus. The pilot is expanded to include free travel for all other passengers on all modes except the Worker Driver bus. It was adopted by the MTA Authority Board with a projected end date of 12/31/2025. Any changes to the fare schedule beyond that date must return to the Mason Transit Authority Board for a formal vote.

MTA Fares

Fare Type	Adult (18+)	Youth 18 and under	Seniors (65+)	Reduced Fare
Travel Within	No Charge	No Charge	No Charge	No Charge
Mason County				
One-Way	No Charge	No Charge	No Charge	No Charge
Travel Outside				
Mason				
County*				
Out of County	No Charge	No Charge	No Charge	No Charge
Monthly Pass				,

Out of County Travel* – Free for all passengers

Worker/Driver Bus to Puget Sound Naval Shipyard

The Worker/Driver (W/D) Program is a "premium" commuter service for employees working the day shift at the Puget Sound Naval Shipyard (PSNS). It is open to the general public.

Fare Type	Adult (19+)	Youth 18 and Under	
Monthly TIP Pass	\$110.00	Free	
One Way Trip	\$2.50	Free	

Things to Know About MTA Bus Fare & Passes:

- Mason Transit does not offer refunds on bus passes.
- Drivers do not carry change, be sure to have exact change ready when boarding.

^{*}Trips originating or terminating in Bremerton (Route 3/23), Triton Cove State Park/Brinnon (Route 8) or Olympia (Route 6/26) are considered out-of-county routes.

- TIP passes are not prorated and are valid from the first day of the month to the last day of the month. To buy a bus pass, go to any of the convenient locations shown below.
- If you have a pass, show your pass each time you board.
- We do not accept ORCA cards for payment of fare.
- We offer Regional Reduced Fare Permits (RRFP), which allows the permit holder to pay a
 reduced fare. The permit is good on 15 different transit service in the Puget Sound region,
 including Washington State Ferries. Eligibility is based off age, disability status, or for persons
 with a Medicare card. An application is required and can be found online at
 https://www.masontransit.org/fareinformation/ or requested by contacting our office or inperson at the Transit-Community Center. Applications are to be submitted, and permits are
 issued, at the Transit-Community Center. A \$3 processing fee is required for the RRFP ID Card to
 be issued.
- For reduced fare payment, seniors may be asked to show either Photo ID or a Regional Reduced Fare Permit (RRFP).
- Persons with disabilities may be asked to show their RRFP in order to pay a reduced fare.

Pass Sales Locations:

Online at https://client.pointandpay.net/web/masontransitauthority or via the Token Transit App on your smartphone.

MTA Administration Office

790 E. Johns Prairie Road Shelton, WA Monday – Friday; 8:30 am – 4:30 pm (Accepts cash, checks & credit card)

RESOLUTION NO. 2022-19

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD FOR THE PURPOSE OF ADOPTING A ZERO FARE PILOT PROGRAM JANUARY 1, 2023 – DECEMBER 31, 2025

WHEREAS, the Mason Transit Authority Board wishes to assist with eliminating barriers to regional transportation connections while promoting transit ridership; and

WHEREAS, Mason Transit currently charges fares only for out-of-county travel and the TIP Pass Worker/Driver Program for those aged 18 and over, and

WHEREAS, The Washington State legislature passed the Move Ahead Washington transportation funding bill in March 2022 which includes financial incentives through a Transit Support Grant program for transit systems providing fare-free services to persons 18 and under; and

WHEREAS, funding through the Transit Support Grant program can support removing the barrier to equitable transportation for all community members, and improve access to transportation, and

WHEREAS, the cost to collect and manage fare revenue is more than the revenue received from passengers;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the Mason Transit Authority Board hereby approves a pilot program to suspend fares for all services except the premium Worker/Driver routes, where only those aged 18 and under ride free, during the period of January 1, 2023 through December 31, 2025.

BE IT FURTHER RESOLVED that the Mason Transit Authority Board approves the Fare Structure attached hereto as Exhibit A.

Adopted this 18 th day of October, 20	022.
Sandy Tarzwell, Chair	John Campbell, Vice Chair
Cyndy Brehmeyer, Authority Member	Wes Martin, Authority Member

Resolution No. 2022-19 Page 1 of 2

Randy Neatherlin, Authority Member	Eric Onisko, Authority Member
John Sheridan, Authority Member	Kevin Shutty, Authority Member
Sharon Trask, Authority Member	
APPROVED AS TO CONTENT:	
Amy As	her, General Manager
APPROVED AS TO FORM:	
Robert W. J	ohnson, Legal Counsel
ATTEST:	DATE:
Tracy Becht, Clerk of the Boa	rd

Resolution No. 2022-19 Page 2 of 2

EXHIBIT A

Mason Transit Authority Fare Structure Effective January 1, 2023

This fare structure is part of a pilot project introducing free fares to those youth 18 and under on all modes, including the Worker/Driver bus. The pilot is expanded to include free travel for all other passengers on all modes except the Worker Driver bus. It was adopted by the MTA Authority Board with a projected end date of 12/31/2025. Any changes to the fare schedule beyond that date must return to the Mason Transit Authority Board for a formal vote.

MTA Fares

Fare Type	Adult (18+)	Youth 18 and under	Seniors (65+)	Reduced Fare
Travel Within Mason County	No Charge	No Charge	No Charge	No Charge
One-Way Travel Outside Mason County*	No Charge	No Charge	No Charge	No Charge
Out of County Monthly Pass	No Charge	No Charge	No Charge	No Charge

Out of County Travel* – Free for all passengers

Worker/Driver Bus to Puget Sound Naval Shipyard

The Worker/Driver (W/D) Program is a "premium" commuter service for employees working the day shift at the Puget Sound Naval Shipyard (PSNS). It is open to the general public.

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One Way Trip	\$2.50	Free

Things to Know About MTA Bus Fare & Passes:

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- Mason Transit does not offer refunds on bus passes.
- Drivers do not carry change, be sure to have exact change ready when boarding.
- TIP passes are not prorated and are valid from the first day of the month to the last day of the month. To buy a bus pass, go to any of the convenient locations shown below.
- If you have a pass, show your pass each time you board.
- We do not accept ORCA cards for payment of fare.
- We offer Regional Reduced Fare Permits (RRFP), which allows the permit holder to pay a reduced fare. The permit is good on 15 different transit service in the Puget Sound region, including Washington State Ferries. Eligibility is based off age, disability status, or for persons with a Medicare card. An application is required and can be found online at https://www.masontransit.org/fareinformation/ or requested by contacting our office or inperson at the Transit-Community Center. Applications are to be submitted, and permits are issued, at the Transit-Community Center. A \$3 processing fee is required for the RRFP ID Card to be issued.
- For reduced fare payment, seniors may be asked to show either Photo ID or a Regional Reduced Fare Permit (RRFP).
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Online at https://client.pointandpay.net/web/masontransitauthority or via the Token Transit App on your smartphone.

MTA Administration Office

790 E. Johns Prairie Road Shelton, WA Monday – Friday; 8:30 am – 4:30 pm (Accepts *cash*, *checks & credit card*) **Mason Transit Authority Regular Board Meeting**

Agenda Item: New Business – Item 6D – *Actionable*

Subject: Department of Ecology Grant Funds Reimbursing Prior Costs

Prepared by: Amy Asher, General Manager Approved by: Amy Asher, General Manager

Date: October 18, 2022

Background:

During construction of the TCC parking lot, contaminated soils were discovered due to historical uses of the site. MTA cleaned the site and in 2017 requested a formal opinion on samples taken. In February 2019, the Washington State Department of Ecology ("DOE") stated the need for additional work on the site. Additional clean up began in 2020 with the goal to secure a no further action opinion regarding contaminated soil in the lot. A no further action opinion was received in December 2021, and over the course of the clean-up efforts, MTA expended approximately \$251,142 from its local funds to pay for the removal and delivery of the contaminated soil to DOE approved treatment facilities. MTA submitted an application to the Toxics Cleanup Independent Remedial Action Grant Program to recover costs and has been awarded \$182,389.50 to cover 75% of eligible clean-up costs as outlined in Agreement No. TCPIRA-2123-MCoTBA-00063.

Legal Counsel has reviewed the Agreement.

Summary: Approve DOE Grant Agreement TCPIRA-2123-MCoTBA-00063

Fiscal Impact:

Receipt of \$182,389.50 in state funds.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Agreement No. TCPIRA-2123-MCoTBA-00063 between Mason Transit Authority and the Washington State Department of Ecology for the purpose of reimbursing MTA for expenditures related to soil contamination clean-up and approve Resolution No. 2022-20 authorizing the General Manager to sign the Agreement.



Agreement No. TCPIRA-2123-MCoTBA-00063

TOXICS CLEANUP INDEPENDENT REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Mason County Public Trans Site
Total Cost:	\$251,142.08
Total Eligible Cost:	\$243,186.00
Ecology Share:	\$182,389.50
Recipient Share:	\$60,796.50
The Effective Date of this Agreement is:	11/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Independent Remedial Action

Project Short Description:

The Mason County Public Transit Site is located at 536 W. Railroad Avenue, Shelton WA 98584. The Site underwent a subsurface investigation and voluntary cleanup action in support of the Mason Transit Authority (MTA) Transit-Community Center (T-CC) parking lot redevelopment project. Metals and petroleum hydrocarbon were identified at the Site due to various historical uses and releases. Contaminated soil was excavated from the Site as part of redevelopment activities.

Project Long Description:

The Mason County Public Transit Site with CSID 14444 is located at 536 W. Railroad Avenue in the downtown core of Shelton, Washington. The Site is surrounded by commercial properties on all sides. Prior to site redevelopment, the Site consisted of a gravel parking lot and a small building that was built in the 1950s. The primary historical use reportedly included material staging, storage, and loading by the Simpson Timber Company when the railway was

Agreement No: TCPIRA-2123-MCoTBA-00063
Project Title: Mason County Public Trans Site

Recipient Name: MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

located along the south side of the Site. Contaminants of concern at the Site included:

- Diesel range and Oil range total petroleum hydrocarbons (TPH-D, TPH-O, collectively TPH-D/O) into the soil.
- Metals into the soil (arsenic, barium, chromium, lead, and mercury).
- Carcinogenic polycyclic aromatic hydrocarbons (cPAHs) into the soil.
- Polychlorinated biphenyls (PCBs) into the soil.

A preliminary investigation conducted by the RECIPIENT in 2012 determined that remedial action was necessary at the Site. Remedial action was completed by the RECIPIENT in the fall of 2012, which included excavation of contaminated soil in the northwest portion of the Site where elevated lead levels were reported. In 2017 another investigation took place where 12 soil samples were analyzed for petroleum hydrocarbons and metals. No samples collected had concentrations above Method A cleanup levels. The report was submitted to ECOLOGY for a formal opinion.

In February 2019 a letter from ECOLOGY stated the need for additional work at the Site. ECOLOGY identified potential contaminant sources including: potentially contaminated imported fill material; use of the Site as an unpaved parking lot and equipment storage lot; use of the Site as a staging and storage yard by Simpson Timber Company; the presence of coal in the upper 6 to 8 inches of soil; the historical presence of a railroad line or lines that existed on the southern end of the property or adjacent to the southern property boundary, and use of the Site for "discarded metals refuse and tailings." ECOLOGY indicated that the Site had not been assessed for all potential contaminants and requested that soil and groundwater be analyzed for polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), and carcinogenic polycyclic aromatic hydrocarbons (cPAHs). In addition, ECOLOGY indicated that both an assessment of groundwater and potential for vapor intrusion needed to be completed in order to address identified data gaps and characterize the Site prior to soil disposal. The investigation included the collection of soil and groundwater samples in areas of potential concern. Soil borings were advanced with a direct-push drill rig at eight locations around the Site, focusing on areas within the historical excavation area, along the property boundary, and near the existing building. Soil samples were collected from each boring, and groundwater samples were collected from three of the borings. Soil samples were analyzed for petroleum hydrocarbons, metals, PCBs, select VOCs, and cPAHs. The direct-push borings were advanced to 15-ft bgs, which was a minimum of 4 feet into the water table for groundwater sampling. Groundwater samples were analyzed for petroleum hydrocarbons, metals, PCBs, select VOCs, and cPAHs. Investigation results identified no impacts to groundwater above cleanup levels. Soil at the Site indicates no risk of soil vapor generation or risk of vapor intrusion. Petroleum hydrocarbons were not detected in groundwater. Soil investigation results indicated that there was a localized area of soil impacted with cPAHs. Analytical results for the soil sample collected between 0 and 3 feet bgs exceeded cleanup levels for benzo(a) pyrene and the cPAH TEQ.

Based on the 2019 investigation, a cleanup of shallow soil impacted with cPAHs was conducted at the Site as part of the redevelopment construction activities for a permeable pavement development project. Because Site redevelopment already included the removal of the top 1 to 3 feet of soil, the cleanup consisting of removal and disposal of contaminated soil and excavation confirmation sampling was integrated into Site redevelopment. The permeable pavement Site redevelopment activities were funded through an ECOLOGY Grant (WQC-2016-ShelPW-00325).

Construction and cleanup activities at the Site began in March 2020. Based on final redevelopment plans, contractors initially excavated the top 1 foot of soil throughout the Site. Following the initial excavation activities, an additional 3 feet of soil was excavated where necessary to install the permeable pavement parking features. To ensure that all contaminated soil was removed as part of the cleanup activities, confirmation sampling was completed at final excavation depths (1 foot or 3 feet below initial ground surface) throughout the Site. All soil samples were analyzed for

Agreement No: TCPIRA-2123-MCoTBA-00063
Project Title: Mason County Public Trans Site

Recipient Name: MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

petroleum hydrocarbons, metals, PCBs, and cPAHs. These confirmation samples again demonstrated that all soil remaining in place after the additional excavation activities were below cleanup levels.

Soil data indicate that the soil quality at the Site is compliant with MTCA cleanup regulations without further remedial action. Based on these results, no evidence was identified of a potential threat to human health or the environment and the Site cleanup was determined complete. A No Further Action determination was made by ECOLOGY in a letter dated December 20, 2021.

Overall Goal:

To Investigate and cleanup the Site in order to meet requirements for a MTCA-regulated cleanup and to get a No Further Action determination from ECOLOGY. The Site has undergone redevelopment and has become a permeable-pavement parking lot for public transit use.

Agreement No: TCPIRA-2123-MCoTBA-00063
Project Title: Mason County Public Trans Site

Recipient Name: MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

RECIPIENT INFORMATION

Organization Name: MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

Federal Tax ID: 91-1554133

Mailing Address: 790 E JOHNS PRAIRIE RD

Shelton, WA 98584

Physical Address: 790 E JOHNS PRAIRIE RD

Organization Fax: (360) 426-0899

Contacts

Project Manager	Amy Asher
	General Manager
	790 E JOHNS PRAIRIE RD
	Shelton, Washington 98584
	Email: aasher@masontransit.org
	Phone: (360) 426-9434
Billing Contact	Amy Asher
Dining Contact	General Manager
	790 E JOHNS PRAIRIE RD
	Shelton, Washington 98584
	Email: aasher@masontransit.org
	Phone: (360) 426-9434
`	
Authorized	Amy Hamlin Asher
Signatory	General Manager
~ ·gy	
	790 E JOHNS PRAIRIE RD
	Shelton, Washington 98584
	Email: aasher@masontransit.org
	Phone: (360) 426-9434

Agreement No: TCPIRA-2123-MCoTBA-00063
Project Title: Mason County Public Trans Site

Recipient Name: MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

ECOLOGY INFORMATION

Mailing Address: Department of Ecology

Toxics Cleanup PO BOX 47600

Olympia, WA 98504-7600

Physical Address: Toxics Cleanup

300 Desmond Drive SE

Lacey, WA 98503

Contacts

Project Manager	Aaren Fiedler
Manager	PO Box 47775 Olympia, Washington 98504-7775 Email: afie461@ecy.wa.gov Phone: (360) 584-6212
	D 1
Financial	Dan Koroma
Financial Manager	
	PO Box 47600 Olympia, Washington 98504-7600
	PO Box 47600 Olympia, Washington 98504-7600 Email: dkor461@ecy.wa.gov
	PO Box 47600 Olympia, Washington 98504-7600

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Project Title: Mason County Public Trans Site

Recipient Name: MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$243,186.00

Task Title: INDEPENDENT REMEDIAL ACTIONS – J012

Task Description:

This task funds RECIPIENT's costs ECOLOGY deems reasonable and necessary to plan and perform independent remedial actions at the Site needed to receive a No Further Action determination from ECOLOGY. To be reimbursable, the independent remedial actions must have been conducted in compliance with the Model Toxics Control Act.

Eligible costs include RECIPIENT staff and contractor costs, sampling and analysis, excavation and disposal costs, and the costs of any plans and reports needed to conduct and report to ECOLOGY on remedial actions at the Site, and those needed to enter scientific data into the Environmental Information Management system as required by ECOLOGY and to document cleanup information needed for ECOLOGY to make its determination for the Site.

Task Goal Statement:

To complete independent remedial actions at the site in compliance with the Model Toxics Control Act.

<u>Task Expected Outcome:</u>

To complete independent remedial actions at the site in compliance with the Model Toxics Control Act.

Recipient Task Coordinator: Amy Asher

INDEPENDENT REMEDIAL ACTIONS – J012

Deliverables

Number	Description	Due Date
1.1	Independent Cleanup Report	
1.2	No Further Action Letter	

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BUDGET

Funding Distribution EG230058

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Mason County Transit Site - VCP Funding Type: Grant
Funding Effective Date: 11/01/2017 Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Capital Account (MTCCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State

to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups,

cleanups conducted under order or consent decree, safe drinking water actions,

areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial

Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capitol Account (MTCCA) and in some cases capital bond funds are provided

to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%

Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant?

Mason County Transit Site - VCP		Task Total		
INDEPENDENT REMEDIAL ACTIONS – J012	\$	243,186.00		

Total: \$ 243,186.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share		Ecology Share		Total	
Mason County Transit Site - VCP	25.00 %	\$ 6	0,796.50	\$	182,389.50	\$	243,186.00
Total		\$ 6	0,796.50	\$	182,389.50	\$	243,186.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If this Agreement includes retroactive reimbursement for past costs covering field activities potentially impacting cultural resources, then that activity will be subject to ECOLOGY's review to assess actions taken to address potential direct and indirect effects on prehistoric and historic archaeological sites, historic buildings and structures, traditional cultural places, sacred sites, or other cultural resources. Based on the findings of the review, some or all past costs may be deemed ineligible for retroactive reimbursement.

Any current or future work included in this Agreement will also be subject to cultural resources review by ECOLOGY in accordance with any and all applicable WA State Executive Order(s).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for
 debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving
 contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements
 contained in the certification, they must provide an explanation as to why they cannot.
- 2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

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- 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in http://www.sam.gov and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- · Receives more than 80 percent of its annual gross revenues from federal funds.
- · Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov/ within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov/.

For more details on FFATA requirements, see ">www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain;
- 2. Extend or renew a contract to procure or obtain; or
- 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf, section 889, covered

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telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) https://sam.gov/SAM/ exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: TCPIRA-2123-MCoTBA-00063
Project Title: Mason County Public Trans Site

Recipient Name: MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: TCPIRA-2123-MCoTBA-00063
Project Title: Mason County Public Trans Site

Recipient Name: MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

RESOLUTION NO. 2022-20

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD APPROVING DEPARTMENT OF ECOLOGY GRANT AGREEMENT TCPIRA-2123-MCoTBA-00063 AND AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.

WHEREAS, the Mason Transit Authority Board has received notification of the award of Toxics Cleanup Independent Remedial Action Grant Program in the amount of \$182,389.50 through the Washington State Department of Ecology ("DOE"); and

WHEREAS, Mason Transit Authority was awarded those DOE funds to recover costs and to cover 75% of eligible clean-up costs as outlined in the Toxics Cleanup Independent Remedial Action Grant Program Agreement (the "Agreement");

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Agreement between the DOE and Mason Transit Authority in the total amount of \$182,389.50 in state funds with a \$60,796.50 local match, which has already been expended; and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 18th day of October, 2022.

Sandy Tarzwell, Chair

John Campbell, Vice Chair

Cyndy Brehmeyer, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

Eric Onisko, Authority Member

Resolution No. 2022-20 Page 1 of 2

John Sheridan, Authority Member	Kevin Shutty, Authority Member
Sharon Trask, Authority Member	
APPROVED AS TO CONTENT:Amy As	sher, General Manager
APPROVED AS TO FORM: Robert W	Johnson, Legal Counsel
ATTEST: Tracy Becht, Clerk of the Boa	DATE:ard

Resolution No. 2022-20 Page 2 of 2

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Report – Item 7A – *Informational*

Subject: Financial Reports – August 2022 **Prepared by:** Jenna Reboin, Accounting Coordinator

Approved by: Amy Asher, General Manager

Date: October 18, 2022

Summary for Informational Purposes:

Included are the numbers for September 2022 Financial Reports.

Highlights:

Sales Tax Revenue

Sales tax revenue for July 2022 (received September 30, 2022) was \$653,259, 27% above the 2022 budgeted amount, and 8% higher than July 2021.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 75.0% (9/12) of the budget through the end of the year. Total YTD Revenue is over budget at 95.3%. Total YTD Operating Expenses are under budget at 59.1%.

- 2022 interest rate increases are contributing to investment income exceeding forecast.
- Driver shortages (currently seven short) continue to keep costs down from budgeted levels.
- Fuel cost down even with the volatile market we are under budget currently at 31% for YTD.
- Repair and maintenance increased and is currently at 7% for YTD.

Fiscal Impact:

September fiscal impact reflects total revenues of \$1,108,509 and operating expenses of \$777,608, for a net income of \$330,901.

Mason Transit Authority Statement of Financial Activities

% through the year: 75.0%

October 2022 Board Report					
September Statement of Financial Activities	September Actual	2022 YTD Actual	2022 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares	\$ 3,599	\$ 34,686	\$ 38,500		90.1%
PSNS WorkerDriver	6,710	60,234	110,000	_	54.8%
Total Operating Revenue (Fares)	10,309	94,920	148,500		63.9%
Sales Tax	531,592	5,256,909	5,620,000	(1)	93.5%
Operating Grants	521,748	3,279,294	3,363,648	(2)	97.5%
Rental Income	13,703	110,119	135,700		81.1%
Investment Income	30,647	82,680	10,000		826.8%
Other Non-operating Revenue	509	30,700	9,570	(3)	320.8%
Total Revenue	1,108,509	8,854,622	9,287,418		95.3%
Expenses					
Wages and Benefits	647,906	4,180,439	6,918,721		60.4%
Contracted Services	8,329	130,734	478,897		27.3%
Fuel	42,694	357,261	520,250	(4)	68.7%
Vehicle/Facility Repair & Maintenance	18,575	202,569	329,170		61.5%
Insurance	18,429	165,857	222,188		74.6%
Intergovernmental - Audit Fees	-	22,379	38,000		58.9%
Rent - Facilities and Park & Ride	-	17,037	8,620	(5)	197.6%
Utilities	11,909	114,287	191,254		59.8%
Supplies & Small Equipment	25,103	182,779	179,094	(6)	102.1%
Training & Meetings	440	13,057	43,150	(-)	30.3%
Other Operating Expenses	4,224	79,667	193,963	(7)	41.1%
Pooled Reserves	-	-	120,000		0.0%
Total Operating Expenses	777,608	5,466,066	9,243,307		59.1%
Net Income (Deficit) from Operations	\$ 330,901	\$ 3,388,556	\$ 44,111		

NOTES

	Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the
(1)	Percentage of Budget used.
(2)	Operating grant revenue equals Q1-22 & Q2-22 actual, plus Q3 accruals.
(3)	Includes: Sale of Maintenance Services - \$5,149; Gain/Loss on Disp. of Asset - \$20,239; Sales Tax Interest Income -\$2,966 Insurance Recoveries - \$0; WSTIP Network Safety Grant - \$2,000; Other Non Transportation Revenue - \$347; plus other misc. non-operating revenue.
(4)	Average diesel price per gallon year to date is \$4.07. Average gasoline price per gallon year to date is \$3.82
(5)	The Rent - Facilities Park & Ride budgeted amount was based on the anticipated Belfair Park and Ride project being completed by end of March. Delays resulted in additional costs through May. No additional charges.
(6)	Printing- \$6,760; Cleaning/Sanitation/Safety supplies - \$8,500; Office Supplies - \$5,620; Shop Supplies - \$9,362; Small Tools & Equipment - \$6,559; IT Equipment - \$13,604; Communications Equipment - \$0; Operating Supplies - \$1,782; Small Equipment & Furniture - \$1,725; Software - \$125,716; Postage - \$958; Shelter supplies - \$1,193; Training supplies-\$999; plus other misc supplies and small equipment.
(7)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions. Expenses through the year include: Advertising - \$39,562.; Merchant/Credit Card fees - \$2,116; Dues, Memberships, Subscriptions - \$28,352; Unemployment Insurance - \$14; CDL Testing- \$1,500; CDL Exams-\$2,315; Rent-CDL Training- \$1,400; Property tax- \$95; Veh. Registration fee- \$134; Office Equip Lease -\$567; Small tools repair-\$650; plus Other misc. operating expenses- \$2,962.

Mason Transit Authority Cash and Investments

October 2022 Board Report

Cash Balances

_	8/31/2022	9/30/2022		Change	
Cash - MC Treasurer	\$ 1,642,562.04	\$	1,191,537.35	\$	(451,024.69)
Investments - MC Treasurer	16,250,000.00		16,250,000.00		-
Payroll - ACH Columbia Bank	218,133.79	\$	218,133.77		(0.02)
Petty Cash/Cash Drawers	500.00		500.00		-
TOTAL	\$ 18,111,195.83	\$	17,660,171.12	\$	(451,024.71)
_					

Cash Encumbrances							
Grant Related:							
Purchase 6 cutaways. Fed. 5339 - \$1,039,444, 25% match plus price increase encumbered		474,275.87					
Purchase 5 coaches. Fed. 5339 - \$2,573,120. 20% Match		514,624.00					
Green Transportation Grant - Fleet & Facilities Transition Plan, 20% Match		20,000.00					
Total Grant Match	\$	1,008,899.87					
Reserves:							
Total Grant Match		1,008,899.87					
General Leave Liability (Vacation/Sick)		259,179.63					
Emergency Operating Reserves		2,000,000.00					
Facility Repair Reserve		150,000.00					
Emergency/Insurance Reserves		100,000.00					
Future Operating Reserves		4,450,000.00					
Capital Project Reserves ¹		8,000,000.00					
Fuel Reserves		120,000.00					
IT Investments		80,000.00					
Total Encumbered	\$	16,168,079.50					
Total of Cash	\$	17,660,171.12					
Less Encumbrances		16,168,079.50					
Undesignated Cash Balance Total (Including Reserves)		1,492,091.62					
Investments - MC Treasurer (Reserves)		16,250,000.00					
Less Encumbrances		16,168,079.50					
Undesignated Cash Reserves	\$	81,920.50					

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

Mason Transit Authority Capital Budget October 2022 Board Report

As of September 30, 2022

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Costs to Date	Purpose
Park & Ride Development - 2015- 2023 RMG Funds	10,522,500	10,027,698	1,327,133		219,430	10,077,022	Finalize construction on 5 park & rides throughout county. Match satisfied in 2021.
JP natural gas line replacement	25,000		25,000		-	-	Johns Prairie facility maintenance.
Tire Service Equipment	90,000		90,000		63,450	63,450	Facility maintenance preservation cost. All buildings at JP need painted. Paint project postponed. Board authorized repurposing of funds for Tire Service Equipment.
JP septic grinder pumps	7,000		7,000		-	-	Two of three septic grinder pumps need replaced.
JP HVAC unit replacements	125,000		125,000		-	-	The HVAC system is all original and in need of replacement.
TCC customer service office remodel	100,000			100,000	-	-	Contingent on future sales tax equalization.
Belfair furniture	25,000		25,000		8,620	-	Furniture for the Belfair Location
Two sanders	5,000		5,000		-	-	Two sanders to allow multiple staff to sand during snow/ice events.
Truck mounted snow plows	5,000		5,000		-	-	Two truck mounted snow plows to allow staff to clear staff, maintenance and park and ride lots.
Bus washer	45,000			45,000	-	-	Additional walk behind bus washer.
Bus stop improvements	30,000		30,000		-	-	Begin bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops.
UV air purifiers in transit buses	120,000		120,000		-	-	In vehicle UV air purifiers for full fleet of transit vehicles.
Bus stop pull out on Railroad at Pacific Ct.	70,000		70,000		10,134	10,134	Estimate from the City of Shelton to be done in conjunction with TIB funded street improvement project.
Badge access door security	100,000		100,000		25,000	25,000	Install badge access at MTA facilities for safety and security (CIP)
Replacement laptops	40,200		40,200		30,841	30,841	Replace supervisor/manager laptops, includes warranty, docking stations, & sales tax - 15 each.
Replace desktop computer	45,000		45,000		35,769	35,769	Replace desktop computers approaching end of useful life, includes warranty and sales tax - 33 each.
Security cameras update	56,000		56,000		42,690	42,690	Update cameras at JP and TCC security cameras and provide additional sever for required video retention.
Total Misc Capital Projects	11,410,700	10,027,698	2,070,333	145,000	435,933	10,284,906	
1 - 35' Coach; 6 - Cutaways	1,269,526	952,145	317,381	- · ·	<u> </u>	<u> </u>	Grant PTD0344 Federal 5339
Total Vehicle Replacements	\$ 1,269,526	\$ 952,145	\$ 317,381				
Total Capital Projects	\$ 12,680,226	\$ 10,979,843	\$ 2,387,714	\$ 145,000	\$ 435,933	\$ 10,284,906	

Capital Project Reserves - \$8,000,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

Mason Transit Authority Sales Tax Receipts

October 2022 Board Report Sales Tax Collected as of 09/30/2022 for 07/31/2022

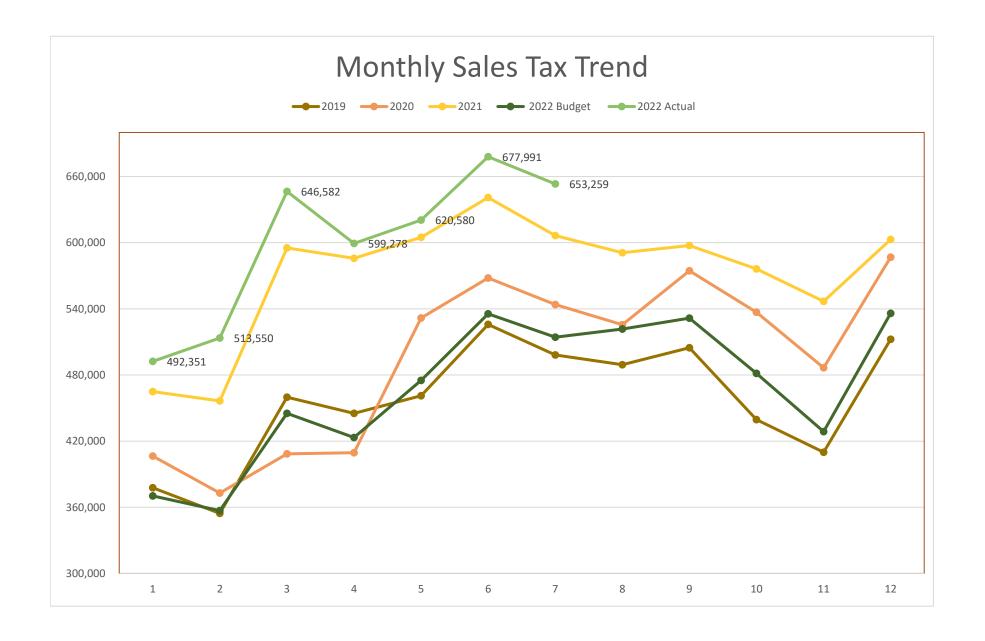
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_	2019	2020	2021	2022 Budget	2022 Actual	2022 Budget Variance	% Change 2021 - 2022 Actual
January	377,689	406,391	464,970	370,254	492,351	33%	6%
February	354,467	372,932	456,479	356,980	513,550	44%	13%
March	459,822	408,506	595,307	445,239	646,582	45%	9%
April	445,171	409,532	585,816	423,319	599,278	42%	2%
May	461,236	531,711	604,875	475,066	620,580	31%	3%
June	525,839	568,045	640,945	535,482	677,991	27%	6%
July	498,248	543,942	606,512	514,228	653,259	27%	8%
August	489,291	525,644	590,886	521,727			
September	504,696	574,589	597,424	531,592			
October	439,534	536,963	576,267	481,509			
November	409,930	486,561	546,801	428,630			
December _	512,346	586,883	602,943	535,975			
	5,478,270	5,951,698	6,869,226	5,620,000	4,203,590		

Budget Variance Average - YTD

35%

% Change 2021 vs 2022 Actual Average - YTD

6%



**Mason Transit Authority Regular Board Meeting** 

**Agenda Item:** Staff Reports Item 7B – *Informational* 

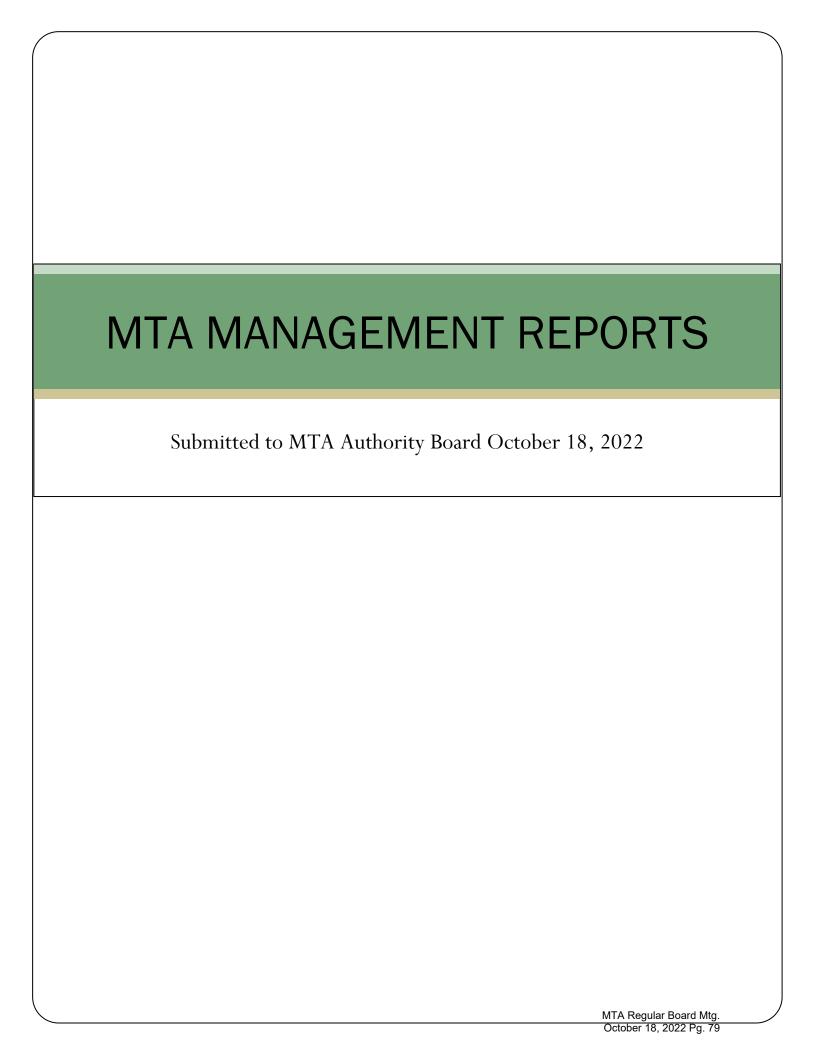
**Subject:** Management Reports

**Prepared by:** Tracy Becht, Executive Assistant Approved by: Amy Asher, General Manager

**Date:** October 20, 2022

# **Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.



# MTA MANAGEMENT REPORTS

# Submitted to MTA Authority Board October 18, 2022

# GENERAL MANAGER'S REPORT

# **General Manager Report:**

#### **External Activities:**

- Participated in Frequent Transit Proviso Policy Advisory meeting.
- Attended Washington State Transit Insurance Pool Investment Committee meeting.
- Attended EDC Board meeting.
- Attended Small Medium Transit Association meeting.
- Attended EDC Administrators meeting.
- Participated in EDC Nominations Committee meeting.
- Attended Washington State Transit Insurance Pool Board meeting virtually.
- Submitted comments to PRTPO for Coordinated Human Services Transportation Plan.
- Attended Shelton Chamber of Commerce Open House to welcome new President.
- Coordination with our Peninsula Region RTPO on electric vehicle charging grant opportunities for Mason County. Squaxin Tribe to be the lead on a Department of Commerce Grant with PUD 1 and Mason Transit as partners. We will participate in order to reduce a potential duplication of effort in communicating EV needs with area partners when we do our fleet transition plan.
- Coordination with Mason County Public Works to allow parking at Belfair Park and Ride inside fenced area.
- Attended Shelton forum on homelessness to hear about any potential impacts to transit.
- Attended Shelton Chamber of Commerce State of the Community meeting.

#### Internal Activities:

- Met with Finance and HR Staff to discuss LeeAnn's upcoming departure. Met with HR and Finance consultants to research outside temporary support services.
- Coordination with Cabot Dow on upcoming maintenance contract negotiations.
- Continued conversations with bus vendors to review current state of small bus procurements.
   Submitted revised purchase request to WSDOT and DES.
- Facilitated staff meetings.
- Met with LeeAnn, Jenna and Management staff to begin 2023 budget preparations.
- Coordination with FESS and United Way on upcoming move.
- Continued work on Department of Ecology Grant for TCC Parking Lot Clean-up. We received 75% of the total cleanup costs instead of the 50% we anticipated due to Shelton's classification as an economically depressed area.
- Met with T-CC kitchen user to discuss rules regarding facility use. Met with Staff to discuss new health department requirements documenting use of kitchen.
- Celebrated CDL completions of our newest class with a wonderful lunch prepared by new Operator, Andrew Bowie's family. Congratulations to James Oldham, Kevin Hull, and Nathon Holden on obtaining their CDLs on September 30! All four students were especially complimentary and appreciative of the excellent teaching of our Safety and Training Supervisor, Lisa Davis. Way to go team!

# **TEAM UPDATES**

#### **ADMINISTRATIVE SERVICES MANAGER** – LeeAnn McNulty

#### **Administrative Services Support**

- Met with Amy and Jenna to finalize the first draft of the 2023 operating budget.
- In cooperation with Maintenance Manager and Technical Support Analyst capital asset inventory was
  performed and reviewed, with two bus shelters needing disposed, as well as a partial disposal of donated
  furniture at the TCC. Another surplus resolution to be presented before year end to remove these items
  from service.
- Working with the State Auditor's Office for guidance on recording the park and ride costs as capital assets now that the construction on Pear Orchard, Shelton Matlock, Pickering, Cole Road and Belfair park and ride projects is complete.

### MAINTENANCE/FACILITIES - Paul Bolte

#### Outreach and meetings:

- Participated in WSTIP best practices audit.
- Attend maintenance warranty webinar on best practices.
- Working with uniform suppliers on updates to maintenance garments.
- Took trip to Gillig factory for inspection of new bus.
- Took delivery of new 35-foot Gillig low floor bus.
- Had meeting with state tire contract vendors for tire inventory procurement.
- Attended staff meeting.
- Welcomed our newest maintenance team member Nate.

#### Facilities and Fleet Projects/Purchases/Maintenance

- Working on 2023 capital equipment budget requests.
- Working with Facilities staff to finish 2022 outdoor painting and landscaping projects.
- Transformed old storage shed into tire inventory room.
- New tire equipment was installed and technicians trained on how to use.
- Finished TAM plan with help from Amy.
- Worked with staff on park and ride winterization and winter prep for grounds and buildings.

### TCC Events/Maintenance

- **Gym**: Pickleball sessions numbered 167 people this September. CHOICE Highschool P.E. welcomed 211 students back for the new school year.
- Conference Room: The MTA monthly board meeting welcomed 9 members this month. The MTA policy board mtg on 09/01 was cancelled. The monthly MTA Bus Stop Placement Committee meeting was postponed for September. The monthly Ops meeting was cancelled for September. Mason County EDC meeting had 13 people attend.
- **Kitchen**: The kitchen user total in September was 27 people. Shelton Rotary Club welcomed 30 volunteers for their Oysterfest food preparation.

### **OPERATIONS** - Jason Rowe

• Outreach: We participated in the North Mason Fire Resource Fair late last month. This month we will be attending the Skokomish Tribal information fair and the Mason General Trunk or Treat event.

- Special Transportation: We provided special transportation for the Shelton Yacht Club to Oysterfest and ran a support shuttle for the festival. We had a total of 114 riders. The organizers have already reached out to us for transportation support for next year's event.
- **New Driver Class**: We had 2 new driver candidates pass their CDL Tests! Congratulations James and Kevin! They will now go to the next phase and join Andrew in behind the wheel training.
- Service Expansion: We added some more service effective October 10th. Some highlights from this are:
  - o Restructured Route 11 times to provide better service coverage.
  - We added a Route 3 at 5:30AM to support PSNS worker shifts.
  - We have added some earlier routes per public request and some more Zipper routes to help with peak travel times.
  - We expanded the following route service:
    - Saturday service adding more Route 1s to help bridge the gap between Shelton and Belfair;
    - Another route 3;
    - Some morning Route 7s; and
    - Resumed Route 8 service making that connection to Jefferson County once again on Saturdays.
- **Transportation Partnerships**: Working on pilot project with Grays Harbor Transit to offer a connection in McCleary.

**Mason Transit Authority Regular Board Meeting** 

**Agenda Item:** Staff Reports Item 7C – *Informational* 

**Subject:** Operational Statistics

**Prepared by:** Jason Rowe

**Approved by:** Amy Asher, General Manager

**Date:** October 18, 2022

# **Background:**

The attached ridership data displays Total Ridership, Demand Response "Dial-a-Ride" and Fixed Route with combined Total Ridership monthly since 2019.

To be easily identifiable, 2022 passenger trips are labeled with the actual number.

The ridership trend for 2022 continues to gradually increase as we add service to facilitate sustainable growth. In addition, we continually look for ways to maximize the amount of service that we can provide with our current staffing levels. Our Dial a Ride ridership has returned to pre-pandemic levels and was slightly higher than our September 2019 numbers.

### RIDERSHIP DATA

