



**Mason County PUD No. 1  
Special Board Meeting  
November 28, 2022  
9:30 a.m.**

Join Zoom Meeting  
<https://us02web.zoom.us/j/85869053743>

Meeting ID: 858 6905 3743  
1 (253) 215-8782

**1:00 p.m. Regular Board Meeting**

- 1) Public Comment-** *Members of the public wishing to comment may request permission to do so during the Public Comment portion of the agenda. Comments shall be limited to no more than 5 minutes per speaker. There will be no action or discussion of public comment items, although the board may defer to PUD management for any necessary response.*
- 2) Business Agenda**
  - a. Approval for SRF Grant Applications
  - b. Approve the GM to sign the HUD Community Project Fund Grant Contract
  - c. Approve GM to sign ARPA Contract for Vuecrest Phase 3
  - d. Reject all Bids for Agate Beach Phase 2 Water System Project
- 3) Executive Session** Evaluate the performance of a public employee RCW 42.30.110(g)
- 4) Adjournment**

## **2022 Calendar**

Nov/Dec

WPAG

Date/Time TBA

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-WA-0928**

**Grantee Name:** Mason County PUD No. 1

**Grantee Address:** 21971 N. Highway 101 Shelton, WA 98584

**Grantee's Unique Entity Identifier (UEI):** KD7HQJF4JNC9

**Federal Award Identification Number (FAIN)** B-22-CP-WA-0928

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Mason County PUD No. 1 (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, 2022, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement). This Grant Agreement includes and incorporates the Grantee's assurances and certifications, which are attached as Appendix 9.

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Grant obligation, for the purpose of this Grant Agreement, refers to the date the designated HUD official signs this Grant Agreement.

Grantee, for the purpose of this Grant Agreement, may also be referred to as “recipient.”

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,000,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Federal funds provided under this Grant Agreement (Grant Funds) must be used for the Grantee’s “project” as identified in the table included in the Explanatory Statement and as further described in the project narrative in Appendix 1 to this Grant Agreement. The project narrative in Appendix 1 may be amended in accordance with conditions under 2 CFR 200.308, provided that the Grantee does not change its project in a manner that would conflict with the express language of the Explanatory Statement.

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-WA-0928**

B. **Approved Budget.** The Grantee's approved budget in Appendix 2 to this Grant Agreement is the most recent line-item budget submitted by the Grantee and approved by HUD for this project. The Grantee may change the amounts budgeted for each activity only as provided by 2 CFR 200.308 and this Grant Agreement.

C. **Changes to Project Narrative or Budget.** To request HUD's approval for a change in the project narrative or budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter, submitted by email to the assigned Grant Officer, must include both justification for the change and a revised line-item budget that includes the requested change. The Grantee is prohibited from changing its budget in a manner that would conflict with the express language of the Explanatory Statement or the cost limitations provided in Article III, paragraphs C and D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website.

The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change and revised budget. If approved, the Grantee must update its budget information in Disaster Recovery Grant Reporting (DRGR) before the Grantee expends Grant Funds in accordance with an approved change.

D. Unless explicitly stated in the Explanatory Statement and documented in the approved budget in Appendix 2, no more than 20 percent of the total grant amount may be used for planning and management development costs, as described under 24 CFR 570.205, or administrative costs, as described under 24 CFR 570.206. Program income and eligible activities identified in the description of the Grantee's "project" in the Explanatory Statement are not subject to this spending limit.

This Grant Agreement is not otherwise subject to the Community Development Block Grant regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. The Grantee may not use any grant funds to reimburse costs incurred before the date HUD signed this Grant Agreement.

F. As authorized under 2 CFR 200.307(e)(2), program income must be used for the purposes and under the conditions of this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant.

G. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education,

the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200,

Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

H. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

I. The Grantee is responsible for managing the project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the project, the grant closeout, and compliance with all applicable federal requirements.

The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. Subawards are subject to the requirements that apply to pass-through entities under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may commit or expend grant funds or local funds for project activities (other than for planning, management, development and administration activities)

until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Consistent with these requirements, the Grantee must sign the certification that is included in Appendix 8 and return it to HUD with this signed agreement.

Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR Part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, if applicable to the Grantee's project. Pursuant to HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), any funds obligated by HUD and the Grantee on or after November 14, 2022, are subject to BABA requirements, unless excepted by a waiver.

For Tribal recipients/Grantees, including Tribes and TDHEs, HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance" (87 FR 26221), establishes that any funds obligated by HUD and the Grantee on or after May 14, 2023, are subject to BABA requirements, unless excepted by a waiver.

Additional information on BABA will be available at  
[https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA)



Q. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

R. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR Part 2424.

S. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

## **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down grant funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down grant funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the activities and budget HUD approved under this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget (Appendix 2).

E. The Grantee must expend all Grant funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of grant funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article IV of this Grant Agreement. The Grantee must expend program income before drawing down grant funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any grant funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

## **ARTICLE VI. Program-Specific Reporting Requirements.**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the January or June after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives indicated in the Grantee's project narrative, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. The performance reports must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives indicated in the Grantee's Project Narrative (Appendix 1), the reasons for slippage if established objectives were not overruns.

D. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

E. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

F. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

G. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

## **ARTICLE VII. Project Closeout.**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant funds and completed the activities described in the Project Narrative (Appendix 1). HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No later than 120 calendar days after the Period of Performance, Grantee shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default.**

A default under this Grant Agreement shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the federal government or the Grantee by any third party.

#### **ARTICLE IX. HUD Contact Information.**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email [CPFGrants@hud.gov](mailto:CPFGrants@hud.gov)

**This agreement is hereby executed on behalf of the parties as follows:**

**GRANTEE**

Mason County Public Utility District No. 1

(Name of Organization)

BY: Kristin Masteller  
(Signature of Authorized Official)

Kristin Masteller, General Manager  
(Typed Name and Title of Authorized Official)

11/16/2022  
(Date)

**HUD**

BY: \_\_\_\_\_  
Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

**APPENDIX 1 – Project Narrative**

**APPENDIX 2 – Approved Budget**

### APPENDIX 3 – Grantee’s Indirect Cost Rate Information

**OPTION 1:** The Grantee will not use an indirect cost rate to charge its indirect costs to the grant. [This option must be checked if the Grantee has not provided its indirect cost rate information to HUD as specified in the Community Project Funding Grant Guide.]

**OPTION 2:** The Grantee is authorized to use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant, provided that each rate identified meets the applicable requirements under 2 CFR part 200 (including appendices).

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[This schedule must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]



## **APPENDIX 4 –**

### **Award Term and Condition for Grantee Integrity and Performance Matters**

#### **Reporting of Matters Related to Grantee Integrity and Performance**

##### *1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

##### *2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
[NONE]

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

## **APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



## **APPENDIX 8 – Grantee's Assurances and Certifications**

Included under this Appendix 9 are:

- ☒ Grantee's Certification Regarding Lobbying
- ☐ Grantee's Standard Form SF 424 B, Assurances for Nonconstruction Programs
- ☒ Grantee's Standard Form SF 424 D, Assurances for Construction Programs.
- ☒ Grantee's Standard Form SF- LLL Disclosure of Lobbying Activities
- ☒ Grantee's Request for Release of Funds Form 7015.15 and Certification

### Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
(Signature of Authorized Official)

Kristin Masteller, General Manager

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

11/16/2022

\_\_\_\_\_  
(Date)

**AMERICAN RESCUE PLAN ACT of 2021**  
**AGREEMENT**  
**Between**  
**MASON COUNTY**  
**And**  
**PUBLIC UTILITY DISTRICT No. 1 of MASON COUNTY**

This American Rescue Plan Act (“ARPA”) recipient Agreement (“Agreement”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Mason County, a Washington political subdivision ("County"), and Public Utility District No. 1 of Mason County (“PUD 1”), a Washington state public utility ("Recipient").

WHEREAS, The U.S. Treasury has allocated to Mason County federal stimulus funding, CFDA Number 21.027 under an amended Title VI of the Social Security Act to add section 602 and 603, Subtitle M, Section 9901 of the Act, referred to in the Act as Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) for the limited purposes identified in the Interim Final Rule between U. S. Treasury and Mason County, identified as the Interim Final Rule (“IFR”) or 31 CFR Part 35 RIN 1505-AC77

WHEREAS, ARPA authorizes the County to offer funding from receipted ARPA funds for certain costs for projects in response to the COVID-19 public health emergency during the period of March 3, 2021, obligated by December 31, 2024 and expended by December 31, 2026, which may include expenditures incurred to respond directly to the emergency as well as expenditures incurred to respond to second-order effects of the emergency, such as providing economic support to those suffering from employment or business interruptions due to COVID-19, related business closures, investments to improve water, sewer and broadband infrastructure and support public health response.

WHEREAS, all requests submitted by the County to the State for reimbursement must be for expenses that are 1) connected to the COVID-19 emergency; 2) necessary expenses, 3) not filling a short fall in government revenues, 4) not funded thru another budget line item, allotment or allocation, as of March 27, 2020, and 5) would not exist without COVID-19 or would be for a substantially different purpose as provided in the IFR and Program Guidelines (collectively “Reimbursements”).

WHEREAS, the County desires to allocate portions of the ARPA Funds to Mason County PUD 1 for the purpose of providing Vuecrest Storage Upgrade Phase 3.

WHEREAS, the County and Recipient desire to enter into this Agreement so that the County may grant ARPA Funds for appropriate and qualifying projects advanced to the Recipient by the County for provision of an improvement to a water system infrastructure.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until June 30, 2024, unless terminated by the County in writing.
2. Recipient's Use of ARPA Funds. The Recipient shall ensure that the ARPA Funds requests are necessary and eligible Reimbursements under one of the following cost categories: a) Response to mitigate the public health emergency with respect to the COVID-19 emergency or its negative impacts, b) Provide Government services to the extent of the reduction in revenue, c) respond to workers performing essential work, d) make necessary investments in water, sewer or broadband infrastructure.
3. Ineligible Costs. Non-allowable costs include, without limitation, the following: a) expenses for the state share of Medicaid; b) damages covered by insurance; c) payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; d) expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the ARPA Act of contributions by states to state unemployment funds; e) reimbursement to donors for donated items or services; f) workforce bonuses other than hazard pay or overtime; g) severance pay; and h) legal settlements.
4. COVID-19 Expenditure Report. To facilitate the County's requirement for ARPA funding under the IFR, the Recipient will submit an A-19 equivalent report to the County, quarterly through June 30, 2024, detailing funds disbursed for the project to include a description of the work, payment amounts, and dates of payments disbursed by the Recipient. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in termination of the Agreement and reimbursement to the County from the Recipient within 60 days of any funds paid by the County to the Recipient under this Agreement. The Recipient is required to track any interest earned on the ARPA funds and report the interest to the County on the quarterly report.
5. ARPA Funds. The County agrees to provide the Recipient a total sum not to exceed \$750,000 up front with the requirement of the quarterly COVID-19 Expenditure Report as stated in Section 4 of this Agreement.
6. Termination. The County may terminate this Agreement, for cause or otherwise and for no consideration or damages, upon prior notice to the Recipient.
7. Independent Contractor. Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.
8. Indemnification. The Recipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury,



bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipients' performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.

9. Compliance with Laws, Guidelines. The Recipient shall comply with all federal, state, and local laws and all requirements (including certifications and audits) of the IFR and Program Guidelines, to the extent applicable.
10. Maintenance and Audit of Records. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the IFR and Program Guidelines for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any, the Recipient agrees to promptly reimburse the County for such payments upon request.
11. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient  
Public Utility District No. 1  
Attn: Kristin Masteller  
N. 21971 Hwy. 101  
Shelton, WA 98584

Mason County  
Attn: Jennifer Beierle  
411 N Fifth St  
Shelton, WA 98584

12. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
13. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
14. Time. Time is of the essence in this Agreement.

15. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
16. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
17. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Mason County, Washington or as provided by RCW 36.01.050.
18. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
20. Assignment. The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
21. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
22. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to the Washington State Department of Commerce in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
23. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
24. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**RECIPIENT, PUBLIC UTILITY DISTRICT No. 1 of Mason County**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

**DATED this \_\_ day of \_\_\_\_\_, 2022.**

**COUNTY ADMINISTRATOR  
MASON COUNTY, WASHINGTON**

\_\_\_\_\_  
Mark Neary, County Administrator

ATTEST:

\_\_\_\_\_  
McKenzie Smith, Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tim Whitehead, Chief DPA



## ATTACHMENT A

### SCOPE OF WORK

The Board of Commissioners is directing up to \$750,000 to Public Utility District No. 1 of Mason County (“PUD 1”) using federal ARPA funding for the purpose of installing the Vuecrest Storage Upgrade Phase 3. These funds must be fully distributed by June 30, 2024. The intent of this grant is to provide a local water system infrastructure improvement.

PUD 1 will be responsible for overseeing and installing the Vuecrest Storage Upgrade Phase 3

#### **1. Program Funding and Award Amount**

Mason County shall make \$750,000 of ARPA funds available to PUD 1 up front with the requirement of the quarterly COVID-19 Expenditure Report as stated in Section 4 of this Agreement.

All funds are to be disbursed by the Recipient no later than June 30, 2024.

#### **2. Reporting**

PUD 1 shall submit a final report on costs detailing the Vuecrest Storage Upgrade, and provide an A-19 equivalent report and signed certification detailing funds disbursed for the project to include a description of the work, payment amounts, and dates of payments.

PUD 1 shall maintain all documentation regarding the disbursement of grant funds under this program through the contract period and will provide those materials to Mason County electronically for future audit or other use.



## ATTACHMENT B

### COMPENSATION

In order to maximize the amount of grant monies to be applied to the construction project, PUD 1 has agreed to waive any compensation under this agreement to cover its administrative costs.



Mason County PUD No. 1  
Agate Beach Phase 2 System Improvement Bid Evaluation  
Bid Opening: November 17th, 2022 at 4:300 PM PST

11/18/2022

Contractor	Confederated Construction Company	American Pump	Ceccanti	Irish Bros	Prospect	Roglins
Base Bid						
Mobilization (LS)	\$35,620	\$36,280	\$100,000	\$57,906.54	\$50,000	\$115,000.00
Minor Change (CALC)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Trench Safety Excavation Systems (LS)	\$1	\$2,000	\$1,000	\$31,500.00	\$1,000	\$3,000.00
Temporary Erosion and Sediment Control (S)	\$3,450	\$8,800	\$5,000	\$38,182.19	\$12,000	\$13,000.00
Locate Existing Utilites (LS)	\$2,400	\$5,010	\$1,000	\$378.00	\$500	\$3,000.00
Booster Station Building (LS)	\$110,755	\$138,112	\$400,000	\$158,194.49	\$200,000	\$235,000.00
Package Pump Station (LS)	\$131,070	\$141,199	\$100,000	\$201,240.90	\$100,000	\$110,000.00
50,000- Gallon Concrete Reservoir (Incl. Foundation (LS)	\$290,970	\$232,596	\$250,000	\$464,688.00	\$230,000	\$290,000.00
Piping, Valves, and Appurtenances (Incl. Pipe Bedding) (LS)	\$114,490	\$139,628	\$150,000	\$508,280.53	\$112,298	\$150,000.00
Crushed Surface Top Course w/ Base Course (LS)	\$42,065	\$18,040	\$20,000	\$252,293.21	\$10,000	\$12,000.00
Electrical, Control and Telemetry (LS)	\$111,440	\$112,912	\$130,000	\$227,817.07	\$106,000	\$110,000.00
Subtotal	\$862,261	\$854,577	\$1,177,000	\$1,960,481	\$841,798	\$1,061,000
Tax (8.5%)	\$ 73,292.19	\$ 72,639.05	\$ 100,045.00	\$ 166,640.88	\$ 71,552.83	\$ 90,185.00
Total	\$935,553	\$927,216	\$1,277,045	\$2,127,122	\$913,351	\$1,151,185
Additive 1						
Emergency Generator (LS)	\$59,050	\$52,472	\$40,000	\$101,412.95	\$43,000	\$44,000.00
Subtotal	\$59,050	\$52,472	\$40,000	\$101,412.95	\$43,000	\$44,000

Additive 2						
Fencing and Gates (375 LF)	\$27,900	\$29,693	\$18,750	\$21,019.32	\$35,250	\$20,625.00
Subtotal						

Bid Prices						
Subtotal	\$949,211	\$936,742	\$1,235,750	\$2,082,913	\$920,048	\$1,125,625
8.5% Tax	\$80,682.94	\$79,623.03	\$105,038.75	\$177,047.62	\$78,204.08	\$95,678.13
Total	\$1,029,893.94	\$1,016,364.53	\$1,340,788.75	\$2,259,960.82	\$998,252.08	\$1,221,303.13

Bid Documents						
Bid Bond	X	X	X	X	X	X
Acknowledged Addenda	X	X	X	X	X	X

Bid Evaluation						
WA L&I Standing						
WA L&I Violations						
WA L&I Debarred						
WA L&I Lawsuits						
State Lawsuits						
References						
Bidding Status	Approved	Approved	Approved	Approved	Approved	Approved



**PUBLIC UTILITY DISTRICT NO. 1  
OF MASON COUNTY**

N. 21971 Hwy. 101  
Shelton, Washington 98584

**BOARD OF COMMISSIONERS**

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

November 8, 2022

Brinnon Fire Department  
Board of Commissioners  
P.O. Box 42  
Brinnon, Washington 98320

Dear Commissioners,

Your fire chief has been in recent communication with PUD 1 staff regarding communications with the PUD for outages and emergencies. We have a specific protocol for these events and how we dispatch crews and relay information. The PUD commissioners discussed it today with district staff.

We realize that for Brinnon, being as remote as it is, it takes a while for our line crew to arrive on the scene. We do not staff 24-hour linemen at the PUD. They are called in by CRC, our answering service, and respond to the shop to load up and head to the scene. Our shop is about an hour from Brinnon. It takes them about 30 minutes to get to the shop on average. If they are already out at other outages, sometimes it takes longer.

Your chief made a request that we cannot accommodate. We do not give out our employees' cell phone numbers to MACECOM, JEFFCOM or other entities. Their phone numbers are their personal numbers, and the information has to flow a certain way to ensure that the people who are available to respond are the correct ones being contacted. We can't have people calling them offline. If they have to pull the trucks over to take phone calls or come down out of the bucket to answer calls, it slows down their response times and restoration efforts. We support the PUD's established process for outage communications and do not intend to interfere with that.

JEFFCOM and MACECOM both have specific communication protocols with CRC and the PUD. They are the best avenues of communication for emergencies. WSDOT and WSP both go through CRC as well.

Your fire chief indicated he was bringing you to the next meeting. You are always welcome to visit us in person or on Zoom at our open public meetings. Our next regular meeting will be Tuesday, December 13<sup>th</sup> at 1:00 p.m. at the PUD board room in Potlatch. Zoom information is available at [www.mason-pud1.org](http://www.mason-pud1.org).

Sincerely,

Mike Sheetz  
Board President



**PUBLIC UTILITY DISTRICT NO. 1**  
**OF MASON COUNTY**  
N. 21971 Hwy. 101  
Shelton, Washington 98584

**BOARD OF COMMISSIONERS**

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

November 4, 2022

To: Springwood Water System Customer

Re: Street Lights

Dear Water System Customer,

*"Due to budget cuts the light at the end of the tunnel has been turned off!"*

*we do not need the light, we have our own lights, but Thank you!*

Since the District took ownership of the Springwood water system, the District has paid for the streetlights in the development, which we are not able to do because it does not pertain to the public water supply.

As of January 3, 2023, the District will no longer be the account holders responsible for the customer street lights in Mason PUD 3's service territory.

If any Springwood residents would like to continue the street light services in your development, they will need to contact PUD 3 and sign up for street light service as individual PUD 3 customers. PUD 3's phone number is (360) 426-8255.

We are providing this notice early so your community may arrange for the transfer of streetlight accounts without an interruption in lighting service.

If you have any questions, please feel free to contact us at (360) 877-5249.

Sincerely,

*Brandy Milroy*

Brandy Milroy  
Water Resource Manager

*P.S. We appreciate the greatest services we receive from both PUD 1 & PUD 3!*

*Dear Brandy, and PUD 1 Board of Commissioners!*

*Thank you for the last five years our car de sac has had a street light. It did not keep the local scam from stealing the gas out of my truck, and going through my car. I have now security cameras, and flood lights. Our home also has new "Security Systems"! Thank you,*

(360) 877-5249 • (800) 544-4223 • FAX (360) 877-9274  
[www.mason-pud1.org](http://www.mason-pud1.org)

*H. Kernen  
40 E Springwood Ct*