



Members: Barbara Bitetto, Pat Cole, Patrick Reed (Chair), Earle Stuard (Alternate)

Staff Liaison: Administrative Services Director Jeff Steffens, Chief Operating Officer Kassandra Raymond

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (first floor conference room), or virtually by using the meeting access link and additional information located on the city's website, and on tonight's meeting agenda.

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/84923227001>

Or One tap mobile :

US: +12532158782,,84923227001# or +16699006833,,84923227001#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 312 626 6799 or +1 929 205 6099
or +1 301 715 8592

Webinar ID: 849 2322 7001

International numbers available: <https://sumnerwa-gov.zoom.us/j/84923227001>

CALL TO ORDER

Roll Call: Barbara Bitetto, Pat Cole, Patrick Reed, Earle Stuard (Alternate)

COMMITTEE BUSINESS

1. Resolution No. 1631 - Paper of Record
2. Resolution No. XXXX - Interlocal Agreement with the Port of Tacoma (Ryan House)
3. Resolution No. 1629 - Petty Cash & Change Funds

REPORTS

1. Monthly Sales Tax Report
2. Recruitment & Negotiation Update

ADJOURNMENT



SUBJECT: Resolution No. 1631 - Paper of Record

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1631 - Official Newspaper

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Washington State requires cities and towns to designate an official publication per RCW 35A.21.230. In 2013, the City designated the Tacoma News Tribune.

After several internal meetings and with a representative from the Courier Herald, staff suggested moving the official paper from the Tacoma News Tribune to the Courier Herald, in the best interest of conducting City business.

Through Resolution 1631, the City of Sumner (per RCW 35A.21.230) will designate the Courier Herald as its official newspaper for publication of all notices or newspaper publications required by law.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
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MEETING/STUDY SESSION DATE: 7/6/2022
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COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.1631- Approving the Courier Herald as the City's paper of record.

**RESOLUTION NO. 1631
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DESIGNATING “THE COURIER HERALD” AS THE OFFICIAL NEWSPAPER FOR THE CITY OF SUMNER.

WHEREAS, RCW 35A.21.230 requires the City to designate an official newspaper for purposes of public notice and publication purposes; and

WHEREAS, since 2013, the City’s designated newspaper has been the Tacoma News Tribune; and

WHEREAS, the City has experienced challenges in the processing and timing of publications, primarily the publication deadlines imposed by the Tacoma News Tribune, and therefore desires to designate the Courier Herald; and

WHEREAS, the City Council desires to change the City’s official newspaper to The Courier Herald.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:

Section 1. Official Newspaper. That, pursuant to RCW 35A.21.230, The Courier Herald is hereby designated as the official newspaper of the City of Sumner for the publication of all notices or newspaper publications required by law.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this ____ day of July, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

SUBJECT: Resolution No. XXXX - Interlocal Agreement with the Port of Tacoma
(Ryan House)

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. City of Sumner LEDIF ILA 2022

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

The City of Sumner applied for \$15,380 from the Port of Tacoma Local Economic Development Investment Fund for the portion of the Ryan House Renovation to install a new ADA door in the kitchen addition and use PCTV to produce a short film about the project. The Port awarded \$7,500 to the City of Sumner for this project. Because it's a fund, not a grant, the Port handles the process through an inter-local agreement, which is attached and needs to be approved by the City Council.

Although this is not funding our full request and will not cover our full costs for these two items, accepting the funding is important to help build more funding. The City's request is currently in for a Heritage Capital Projects grant at the State level and the request for further Pierce County Lodging Tax funding will be submitted by staff by the July 18 deadline. Both these funds expect to see diverse funding of projects in order to consider adding their funding. Although a small amount, the Port's funding signifies the City's willingness to seek funding from multiple sources and the value this project has for a diverse group of funders.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee

MEETING/STUDY SESSION DATE: 7/6/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the Interlocal Agreement with the Port of Tacoma for \$7,500 from the Local Economic Development Investment Fund for the Ryan House Renovations.

**AGREEMENT BETWEEN
CITY OF SUMNER
and
PORT OF TACOMA
REGARDING
RENOVATION OF SUMNER’S HISTORIC RYAN HOUSE**

THIS AGREEMENT (“AGREEMENT”) is entered into this ____ day of _____, 2022, by and between the City of Sumner, a city of the State of Washington (hereinafter the “City”), and the **PORT OF TACOMA**, a Washington public port district (the “Port”), (each a “Party,” collectively the “Parties”) in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

RECITALS

1. The Port is charged by state statute with a mission of furthering economic development. To that end, the Port has adopted a Local Economic Development Policy by which the Port administers its monetary support of economic projects sponsored by local public agencies in Pierce County.
2. The City proposes the renovation of Sumner’s historic ‘Ryan House’ (the “Project”).
3. The City has requested and the Port agrees to provide an investment of \$7,500 toward the Project costs, conditioned upon proof of Project expenditures, and as expressly specified herein.
4. The Port finds the requested contribution meets the Port’s Local Economic Development Policy criteria as follows:
 - A. The renovation of Sumner’s Historic Ryan House meets the policy criteria by promoting tourism from outside Pierce County, creating a destination for people to come and learn about the history of Sumner.

CONSIDERATION

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

1. **SCOPE OF WORK**
 - A. The City of Sumner Ryan House Renovation consists of the following:
 - i. ADA access improvements
 - ii. Video documentation of the project.

- A.**
- B.** All as described in the City's Application, as attached hereto as **Attachment**

2. PORT'S CONDITIONAL AGREEMENT TO CONTRIBUTE FUNDS

A. Subject to the terms herein, the Port agrees to provide reimbursements of an amount not to exceed \$7,500 reimbursable up to 24 months from the Port signing for expenses incurred by City for the Project. City shall be responsible for timely payment of all invoices submitted by third parties providing goods or services for the Project. City shall submit to the Port, or its designee, paid project invoices within ninety (90) days after the referenced goods or services have been provided. The Port or its designee shall review any such invoices and as appropriate make payment to City within thirty (30) days of receipt of the invoice. The Port shall not be obligated to reimburse City for invoiced goods or services where invoices are not submitted in a timely fashion. City shall be solely responsible for compensation of City's employees, including those employees' salaries, fringe benefits, or any other compensation, including for time spent by those employees related to the Project. The Port shall not be responsible to provide reimbursement for any compensation to City's employees.

B. Conditions of the Port's funding are as follows:

i. If the Project costs are higher than projected, the City will assume any excess Project costs.

ii. The Port's annual Project contribution shall be allocated and is identified in the Port's 2022 budget.

C. The Port's distribution of funds is further contingent on the City obtaining full committed funding 24 months from the Port signing for the complete Project scope and the contents of this AGREEMENT remain unchanged.

D. Port payments up to the not-to-exceed amount will be made pursuant to this signed AGREEMENT, and within 45 days of the City's submittal of written proof to the Port that City has paid its minimum contribution of \$7,500 in expenditures.

3. TIMEFRAME/PROJECT SCHEDULE

TWENTY-FOUR MONTHS FROM THE DATE OF THE PORT'S SIGNATORY

4. CITY'S PROJECT FINANCIAL SUMMARY

A. Total Project Cost: \$1,406,225

B. Source of Funds (other than the Port):
- Pierce County Lodging Tax (2019): \$100,000
- Pierce County Lodging Tax (2020-21): \$25,000
- Sumner Lodging Tax (2022): \$125,000

5. ABANDONMENT. If the Project is abandoned, then this AGREEMENT shall be

of no further force or effect.

6. ASSIGNMENT. Neither Party to this AGREEMENT shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions, and interests under this AGREEMENT, without the prior written approval of the other.

7. THIRD PARTY BENEFICIARIES. This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this AGREEMENT.

8. EQUAL DRAFTING. This AGREEMENT has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this AGREEMENT.

9. SEVERABILITY. If any provisions of this AGREEMENT are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this AGREEMENT not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this AGREEMENT can be preserved.

10. MODIFICATION. This AGREEMENT may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.

11. TERMINATION. This AGREEMENT shall terminate after all reimbursements are paid or two years following completion of the Project, whichever occurs first, unless terminated earlier by written agreement. However, absent express authorization by the Port, in no case will the Port's allocations as provided under this AGREEMENT be committed for more than two years after approval of this AGREEMENT by the Port.

12. GOVERNING LAW. This AGREEMENT shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this AGREEMENT or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

13. NOTICES. All notices given pursuant to this AGREEMENT shall be deemed delivered to the respective party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

City: Attention: Carmen Palmer
Email: carmenp@sumnerwa.gov

Port: P.O. Box 1837
Tacoma, Washington 98406
Attention: Matthew Mauer
Email: mmauer@portoftacoma.com

14. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the Parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this AGREEMENT. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

15. LEGAL RELATIONS

A. Independent Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the independent government powers, authority, or discretion of the governing bodies of each Party. It is understood and agreed that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of the other Party.

B. Legal obligations. This AGREEMENT does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this AGREEMENT shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Recording. A copy of this AGREEMENT shall be recorded in the Office of the Pierce County Auditor in accordance with chapter 39.34 RCW or shall be posted to each Parties' web site.

16. RECORDS AND AUDIT. During the term of this AGREEMENT, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this AGREEMENT and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other City with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter, or amend records retention requirements established by applicable state and federal laws.

17. LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP. Except as provided above, each Party shall finance its own conduct of responsibilities under this AGREEMENT. No ownership of property will transfer as a result of this AGREEMENT.

18. INDEMNIFICATION AND HOLD HARMLESS

A. The City releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the City and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the City's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

B. The City shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the City's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

C. The Port releases the City from, and shall defend, indemnify, and hold the [City] and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the City or its agents, employees, and/or officers.

D. The Port shall defend, indemnify, and hold the City and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the City or its agents, employees, and/or officers.

E. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects to the other party only, any immunity under the Worker's Compensation Act, RCW Title 51.

F. The Parties recognize that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this AGREEMENT against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

G. No liability shall attach to either Party by reason of entering into this AGREEMENT except as expressly provided herein.

H. The provisions of this Article 18 shall survive any termination or expiration of this AGREEMENT.

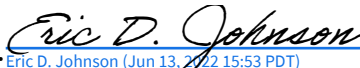
CITY :

PORT OF TACOMA:

By: _____

Its:

Date: _____

By: 
Eric D. Johnson (Jun 13, 2022 15:53 PDT)

Eric Johnson

Its: Executive Director

Date: **Jun 13, 2022**

Approved as to form:

By: _____

Its:

By: 

Heather L. Burgess

Its: Legal Counsel



SUBJECT: Resolution No. 1629 - Petty Cash & Change Funds

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: Yes

ATTACHMENTS:

1. Resolution No 1629 Petty Cash

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

In 2016, Resolution No. 1459 amended the authorized amounts for City petty cash and change funds from \$2,100 to \$2,175. Upon review of operational needs, staff proposes an increase as shown on the Resolution.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee MEETING/STUDY SESSION DATE: 7/6/2022 COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1629 Petty Cash & Change Funds

**RESOLUTION NO. 1629
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING PETTY CASH AMOUNTS.**

WHEREAS, Resolution 1459, approved August 1, 2016, authorized the Petty Cash account to a total of \$2,175.00; and

WHEREAS, a review of operational needs has demonstrated a need for adjustment of petty cash and change amounts; and

WHEREAS, the City Council desires to increase the amount from \$2,175.00 to \$2,275.00;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AS FOLLOWS:

Section 1. Increasing the petty cash amount. The City of Sumner Petty Cash amount is hereby increased from \$2,175.00 to \$2,275.00.

Department	Type	Resolution No. 1459	Resolution No. 1629
Police Department	Petty Cash	\$300.00	\$300.00
City Hall	Petty Cash	\$500.00	\$500.00
City Hall	Change	\$400.00	\$400.00
Metro Animal Services	Change	\$250.00	\$200.00
Metro Animal Services	Petty Cash	\$0	\$150.00
Drug Seizure	Petty Cash	\$500.00	\$500.00
Municipal Court	Change	\$75.00	\$75.00
Cemetery	Change	\$150.00	\$150.00
	Total	\$2,175.00	\$2,275.00

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. This resolution shall become effective immediately upon adoption.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 18th day of July, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez



SUBJECT: Monthly Sales Tax Report

CATEGORY: Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff will review monthly sales tax reporting. This is a regular reporting item.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 7/6/2022

COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no Committee action required.



SUBJECT: Recruitment & Negotiation Update

CATEGORY: Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff will provide a verbal update on recruitment and negotiation activity.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 7/6/2022

COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no Committee action required.