



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

September 6, 2022 6:00 PM

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 (Council Chambers), or virtually by using the meeting access link below.

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/85846018452>

Or One tap mobile :

US: +12532158782,,85846018452# or +13462487799,,85846018452#

Or Telephone: 1 253 215 8782

Webinar ID: 858 4601 8452

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

CONSENT AGENDA

1. Approval of the meeting minutes from the August 15, 2022 regular council meeting, the August 22 study session, and the special study session of August 29, 2022
2. Finance Specialist Compensation Approval
3. Seibenthaler Park –Phase 1 Spray Park - 2023/2024 Biennial Budget Reserve
4. Bennett Property – Acquisition & Phase 1 Development - 2023/2024 Biennial Budget Reserve
5. Approval of electronic checks and payments in the amount of \$1,786,212.12

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
 - a. Ordinance No. 2832 - Houston Road Annexation Approval
2. **Public Comment (Limit 3 minutes)**

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**
 - a. BusUp Master Services Agreement - MIC Transit

4. Reports

- a. Council
- b. City Administrator
- c. Mayor

5. Executive Session

6. Adjournment

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.

SUBJECT: Approval of the meeting minutes from the August 15, 2022 regular council meeting, the August 22 study session, and the special study session of August 29, 2022

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - August 15, 2022 Regular Meeting
2. Minutes - August 22, 2022 Study Session
3. Minutes - August 29, 2022 Special Study Session

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Meeting minutes from the previous meetings

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

Approve as written.



The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Deputy City Attorney Maili Barber, Development Services Director Doug Beagle, Community Development Director Ryan Windish, Communications Director Carmen Palmer, Police Chief Brad Moericke, City Clerk Michelle Converse and Senior Planner Ann Siegenthaler.

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00PM.

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

MOVED BY HOCHSTATTER SECONDED BY REED TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. 902 Kincaid Lease Agreement - Shades Salon
2. Amendment to 2013 YMCA Services Agreement
3. Amendment to 2019 YMCA Services Agreement
4. Resolution No. 1635 - Adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan
5. Resolution No. 1634 - Extension of Capital Facilities Plan
6. Approval of the meeting minutes from the regular council meeting of August 1, 2022, and the August 8, 2022, study session
7. Resolution No. 1636 - Recreation and Conservation Office Grant Acceptance - Pacific Point Bar Acquisition
8. Microsoft 365 Contract
9. Approval of checks and electronic payments in the amount of \$1,351,258.63

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. Unfinished Business

There was no unfinished business.

2. Public Comment

There was no public comment this evening.

3. New Business

a. Civil Service Commission Appointment (Dobb)

MOVED BY BROWN SECONDED BY BITETTO TO APPOINT MICHAEL DOBB TO THE CIVIL SERVICE COMMISSION FOR A TERM ENDING IN APRIL OF 2023.

Administrative Services Director Jeff Steffens spoke to the appointment.

Mr. Dobb was at the meeting and thanked the council for the opportunity.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2823 - Text Amendments: Electronic Reader Board and Digital Message Signs

MOVED BY COLE SECONDED BY BITETTO TO APPROVE ORDINANCE NO. 2823 – TEXT AMENDMENTS ELECTRONIC READER BOARD AND DIGITAL MESSAGE SIGNS,

Senior Planner Ann Seibenthaler spoke to the topic.

COUNCILMEMBER BROWN MOVED TO AMEND SECTION 9 IN ITS ENTIRETY, WHICH AMENDS SECTION 18.144.185 PUBLIC AGENCY READER BOARD SIGNS. DEPUTY MAYOR HOCHSTATTER SECONDED.

COUNCILMEMBER BROWN SPOKE TO HIS AMENDMENT.

DISCUSSION ENSUED.

A ROLL CALL VOTE WAS TAKEN ON THE AMENDMENT, PASSING 5-2 WITH COUNCILMEMBERS HOCHSTATTER, COLE, NEUMAN, STUARD AND BROWN VOTING YES. REED AND BITETTO VOTING NO.

A ROLL CALL VOTE WAS TAKEN ON THE ORDINANCE AS AMENDED WHICH PASSED 5-2, COUNCILMEMBERS HOCHSTATTER, NEUMAN, COLE, BROWN AND STUARD VOTING YES. COUNCILMEMBERS REED AND BITETTO VOTING NO.

c. Ordinance No. 2830 - Accessory Dwelling Units Code Update

MOVED BY NEUMAN SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2830

Senior Planner Ann Siegenthaler addressed the topic.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

4. Reports

a. Council

Councilmember Reed thanked the community organizers who have been cleaning up around Sumner.

Councilmembers Cole, Stuard, Bitetto, Neuman and Deputy Mayor Hochstatter had no reports tonight.

Councilmember Brown wished the Bonney Lake Sumner Little League best of luck in the Little League World Series.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- The next two Mondays will both be study sessions, but they are tours of off-site facilities.
 - Council will get the chance to see City services/facilities that you don't normally see. This also begins the budget discussion as we'll give you a high-level overview of how that facility is included in or affects the budget.
 - This coming Monday, the 22nd, will be at the Sumner Regional Wastewater Treatment Facility. Meet on site at 6 pm.
 - The next Monday, the 29th, meet at the Sumner Senior Center promptly at 6 pm and we will take you into the watershed.
 - These meetings are also open to the public if you'd like to join us. Please be on time as we will be moving.
 - Wear comfortable, casual clothing and good walking shoes.

Personnel Issues:

- City offices will be closed this Wednesday, August 17, from 11:30 am to 1:30 pm. This is so all our staff can attend our barbecue and enjoy each other's company in person for the first time in nearly 3 years. We appreciate your patience and will be back to serve you promptly at 1:30 pm.
- We will also have the final of the staff cornhole tournament. This tournament definitely brought back all our rivalries and competitive spirit. Seriously, it's been great to see departments getting to mix again and even our interns joined in the fun.

Miscellaneous: N/A

- School Supply Drive: Mayor Hayden and several staff members are volunteering at two of the Back-to-School Resource Fairs held by the Sumner Bonney Lake School District. This is an important part of helping out the broader Sumner community, and we look forward to working with our school district partners.

c. Mayor

Mayor Hayden had the following items for her report tonight:

- This Friday is the last Music Off Main Concert with the Jeweltones at 6:30pm
- There are a lot of animals at the Metro Animal Shelter who need a good home
- The Town Center Utility Woonerf Project is underway, the shops are still open and accessible by sidewalk. For project updates, questions and tracking progress visit the project page at www.sumner.wa.gov
- And last, she congratulated the Bonney Lake Sumner Little League Team for a job well done!

5. Executive Session

There was no Executive Session tonight.

6. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 6:39pm, councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk



CITY COUNCIL STUDY SESSION MINUTES

Sumner City Hall
1104 Maple Street
August 22, 2022 6:00 PM

Mayor Hayden called to order the Sumner City Study Session of August 22, 2022, at 6pm.

Staff present: City Attorney Andrea Marquez, Public Works Director Mike Dahlem, Community Development Director Ryan Windish, Communications Director Carmen Palmer, City Engineer Michael Kosa, WWTF Superintendent Ron Basinger, WWTF Chief Operator Josh Mavin and WWTF Chief Operator Matt Ellingson

Council present: Bitetto, Brown, Cole, Neuman, Reed and Stuard

Deputy Mayor Hochstatter was absent.

MOVED BY REED SECONDED BY NEUMAN TO EXCUSE DEPUTY MAYOR HOCHSTATTER.

PASSED BY VOICE VOTE

STUDY SESSION BUSINESS

1. Tour of the Wastewater Treatment facility, parks department new office and the Sumner Links Trail.

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

EXECUTIVE SESSION

ADJOURNMENT

With no further business before the Council, Mayor Hayden adjourned the meeting at 7:27pm. Councilmembers concurred.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk



Mayor Hayden called to order the Sumner City Council Special Study Session of August 29, 2022, at 6pm.

Staff present: City Administrator Jason Wilson, Administrative Services Director Jeff Steffens, Public Works Director Mike Dahlem, Community Development Director Ryan Windish, City Engineer Michael Kosa, Communications Director Carmen Palmer, IT Systems Administrator Patrick Skelly and IT Manager Brian Cunningham

Council present: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

SPECIAL BUSINESS

1. Tour Senior Center & Watershed

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

EXECUTIVE SESSION

ADJOURNMENT

With no further business before the Council, Mayor Hayden adjourned the meeting at 7:53pm. Councilmembers concurred.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk

SUBJECT: Finance Specialist Compensation Approval

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND:

The City has engaged in an open recruitment process for a Finance Specialist position. This position was approved as part of the Second Quarter 2022 budget amendment. The candidate will be tasked with a variety of duties in the department but will primarily be administering the City's payroll system. After two rounds of interviews, the top candidate is currently a Payroll and Accounting Specialist for Valley Communications Center, where she has worked for over eight years. Beyond the education requirement for the position, she also holds a Certified Payroll Professional certificate. The 2022 compensation schedule range (42) for a Finance Specialist is \$5,826 (Step 1) to \$7,280 (Step 5). The candidate's current salary is above our hiring range and the City desires to offer compensation that is commensurate with this candidate's background, education, and experience. Personnel Policies adopted by the Council (2.100.310) requires Council approval for any newly hired employee starting above step 3 in the respective range of the compensation schedule.

COUNCIL COMMITTEE/STUDY SESSION: CD Committee

MEETING/STUDY SESSION DATE: 8/24/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the City to compensate the new Finance Specialist at step 5 of the 2022 band 42 compensation rate.

SUBJECT: Seibenthaler Park –Phase 1 Spray Park - 2023/2024 Biennial Budget Reserve

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Certification of Applicant Match

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Sumner submitted a Recreation & Conservation Office (RCO) grant application for phase 1 improvements of the approved Seibenthaler Park Master Plan. The improvements were identified in the recently approved Seibenthaler Park Master Plan and were part of the Six Year Parks Improvement Plan. The improvements include modifying the basketball court to a multipurpose court and creating room for a permanent restroom facility for Sumner's first spray park. Other improvements include moving the temporary dog park to its permanent location in the north section of the park, providing two on-street ADA parking spaces, and creating 485 LF of ADA compliant walkways connecting the sidewalk, spray park and multipurpose court. The cost of this project will be approximately \$1,525,000.00. If selected for funding, the City will utilize a \$25,000 donation from the Rotary Club of Sumner, RCO Funding, REET funds and existing Park Impact Fees to make these improvements. Funding would be available in 2024, requiring the \$737,500 to be earmarked for the 2023-2024 Budget.

The proposed motion reserves funding in the 2023/2024 Biennial Budget as follows:

- Fund 310 Parks Capital Improvement Fund: Program \$250,000 transfer in from Fund 305 and appropriate \$250,000 expense;
- Fund 310 Parks Capital Improvement Fund: Program \$487,500 transfer in from Fund 605 and appropriate \$487,500 expense;
- Fund 605 Development Impact Fee Fund: Appropriate \$487,500 transfer out expense to Fund 310;
- Fund 305 REET Fund: Appropriate \$250,000 transfer out expense to Fund 310.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee

MEETING/STUDY SESSION DATE: 8/24/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve in the 2023/2024 Biennial Budget Reserve \$1,525,000.00 for Seibenthaler Park Phase 1.

Certification of Applicant Match

Organization Name _____

Project Name _____

Project Number _____

The sources and amounts of our matching share will be:

Source of Match – Non-Grant	Amount

Source of Match – Grant	Additional Information about Grant	Amount

Total:

As the authorized financial representative for the above identified organization, I hereby certify that the sponsor matching resources are available for the project referenced above. I further acknowledge that our organization is responsible for supporting all non-cash commitments and donations should they not materialize.

Signature_____

Printed Name _____

Title_____

Date _____

SUBJECT: Bennett Property – Acquisition & Phase 1 Development - 2023/2024
Biennial Budget Reserve

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Certification of Applicant Match

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Sumner submitted a Recreation & Conservation Office (RCO) grant application for acquiring the 0.25 acre parcel to the north of the Bennett property and completing phase 1 development of the approved Bennett Property Master Plan. The improvements were identified in the recently approved Bennett Property Master Plan and were part of the Six Year Parks Improvement Plan. The improvements will provide better access to the site for pedestrians and vehicles as well as provide on-site parking, a portable restroom facility, and a 0.30 mile ADA compliant walkway with exercise equipment. The cost of this project will be approximately \$868,170.00. If selected for funding, the City will utilize a \$25,000 donation from the Rotary Club of Sumner, RCO Funding and existing Park Impact Fees to make these improvements. Funding would be available in 2024 requiring the \$409,085 to be earmarked for the 2023-2024 Budget.

The proposed motion reserves funding in the 2023/2024 Biennial Budget as follows:

- Fund 310 Parks Capital Improvement Fund: Program \$409,085 transfer in from Fund 605 and appropriate \$409,085 expense;
- Fund 605 Development Impact Fee Fund: Appropriate \$409,085 transfer out expense to Fund 310.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee MEETING/STUDY SESSION DATE: 8/24/2022 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

Approve a motion for the 2023/24 biennial budget to set aside funding for the Bennett Property – Acquisition & Phase 1 Development.

Certification of Applicant Match

Organization Name _____

Project Name _____

Project Number _____

The sources and amounts of our matching share will be:

Source of Match – Non-Grant	Amount

Source of Match – Grant	Additional Information about Grant	Amount

Total:

As the authorized financial representative for the above identified organization, I hereby certify that the sponsor matching resources are available for the project referenced above. I further acknowledge that our organization is responsible for supporting all non-cash commitments and donations should they not materialize.

Signature_____

Printed Name _____

Title_____

Date _____

SUBJECT: Approval of electronic checks and payments in the amount of \$1,786,212.12

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Financial Report

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Checks and electronic payments for the previous month.

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER

APPROVAL

City of Sumner Finance

Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 28961	To: 29058	\$249,975.68 *
AP Electronic (EFTs) Payments:	From: 425	To: 429	\$786,078.80
AP Wire(s):	From: 15197, 15199	To: 15203	\$5,101.60 **
Payroll DD Numbers:	From: 52363	To: 52500, 4271	\$346,207.88
Payroll Check(s):	From: 46639	To: 46639	\$7,630.50
Payroll Wire(s):	From: 4268-4270,	To: 4272-4280	\$391,217.66
		TOTAL	\$1,786,212.12

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

Chief Financial Officer_____
Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$1,786,212.12 this _____ day of _____ 2022.

Chair_____
Date

DocuSigned by:

Barbara Bitetto

8/30/2022 | 4:31 PM PDT

Member_____
Date_____
Member_____
Date

* Includes \$107.69 in Use Tax and (\$0.00) in Check Voids.

** Wire #15198 was paid in the prior Check Run / 08-01-2022 Council Meeting Report.

Checks**Sumner, WA
Voucher Certification**

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
882	TEKS SERVICES,INC	28961	8/11/2022	52235	5/2/2022			Spring Clean Up 2022	201.18	00151315-549005	
								Check 28961 Total	201.18		
33	AM TEST INC	28962	8/11/2022	128336	7/22/2022			Outside Lab - Monthly Effluent Testing	165.00	40253585-541027	
								Check 28962 Total	165.00		
2691	ARAMARK	28963	8/11/2022	5120043338	7/14/2022			Laundry Service Fleet	22.00	55054830-541000	
2691	ARAMARK	28963	8/11/2022	5120043345	7/14/2022			Laundry Service Parks & Shops	5.25	00157680-541000	
2691	ARAMARK	28963	8/11/2022	5120043345	7/14/2022			Laundry Service Parks & Shops	26.80	40253550-541000	
2691	ARAMARK	28963	8/11/2022	5120045609	7/18/2022			Cemetery - Laundry service	24.30	41053600-541000	
2691	ARAMARK	28963	8/11/2022	5120046368	7/19/2022			Laundry Service - WWTF	72.22	40253585-541000	
2691	ARAMARK	28963	8/11/2022	5120048173	7/21/2022			Laundry Service Fleet	22.00	55054830-541000	
2691	ARAMARK	28963	8/11/2022	5120048177	7/21/2022			Laundry Service Parks & Shops	5.25	00157680-541000	
2691	ARAMARK	28963	8/11/2022	5120048177	7/21/2022			Laundry Service Parks & Shops	26.80	40253550-541000	
2691	ARAMARK	28963	8/11/2022	5120049827	7/25/2022			Cemetery - Laundry service	24.30	41053600-541000	
2691	ARAMARK	28963	8/11/2022	5120050891	7/26/2022			Laundry Service - WWTF	72.22	40253585-541000	
2691	ARAMARK	28963	8/11/2022	5120053651	7/28/2022			Laundry Service - Fleet	22.00	55054830-541000	
2691	ARAMARK	28963	8/11/2022	5120053655	7/28/2022			Laundry Service - Parks & Shops	5.25	00157680-541000	
2691	ARAMARK	28963	8/11/2022	5120053655	7/28/2022			Laundry Service - Parks & Shops	26.80	40253550-541000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2691	ARAMARK	28963	8/11/2022	5120055158	8/1/2022			Cemetery - Laundry service	24.30	41053600-541000	
								Check 28963 Total	379.49		
986	WA ST TREASURER	28964	8/11/2022	Court Transmit 07/22	7/31/2022			Court Transmittals July 2022	2,621.31	651-237106	
								Check 28964 Total	2,621.31		
69	AUTOMATIC WILBERT VAULT CO INC	28965	8/11/2022	82087DEP	7/22/2022			Vault Jasmar	539.00	41053600-534000	
								Check 28965 Total	539.00		
6030	AVIDEX INDUSTRIES LLC	28966	8/11/2022	081761	7/27/2022		22009	EOC Training Room AV System Upgrade July 2022	17,813.47	32559481-563200	
								Check 28966 Total	17,813.47		
70	AWC BENEFIT TRUST	28967	8/11/2022	AWC 08/2022 LEOFF	8/1/2022			August2022 - Medical Premiums for LEOFF 1 Retirees	5,197.50	00151720-529000	
								Check 28967 Total	5,197.50		
5867	BILL CLARKE ATTORNEY AT LAW	28968	8/11/2022	CS0722	7/1/2022		22018	Legislative Lobbying - June 2022	3,000.00	00151170-541014	
5867	BILL CLARKE ATTORNEY AT LAW	28968	8/11/2022	CS0722	7/1/2022		22018	Legislative Lobbying - June 2022	4,500.00	40851170-541014	
								Check 28968 Total	7,500.00		
109	BRANOM INSTRUMENT COMPANY	28969	8/11/2022	INV/2022/6918	7/18/2022			Annual Calibration/Part Replace.-Backflow Test Kit	130.46	40153450-541000	
								Check 28969 Total	130.46		
132	BUNCE RENTAL	28970	8/11/2022	340790-3	5/17/2022			Concrete for Sidewalk	245.03	00154260-531009	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 28970 Total	245.03		
157	CDW GOVERNMENT, INC.	28971	8/11/2022	BP23015	7/21/2022			BATTERY REPLACEMENT FOR UPS	687.64	55151880-535000	
157	CDW GOVERNMENT, INC.	28971	8/11/2022	BP74593	7/22/2022			POCKETJET PRINTERS FOR POLICE (2)	622.00	55151880-535005	
								Check 28971 Total	1,309.64		
697	CENTURYLINK	28972	8/11/2022	206-Z20-0120 975B	7/20/2022			CENTURYLINK MONTHLY BILL - July 2020	2,863.10	55151880-542000	
								Check 28972 Total	2,863.10		
6026	CENTURYLINK	28973	8/11/2022	301056793	7/20/2022			LUMEN LONG DISTANCE	140.89	55151880-542000	
								Check 28973 Total	140.89		
2035	COMCAST	28974	8/11/2022	151080199	7/15/2022			COMCAST FIBER	928.40	55151880-542000	
								Check 28974 Total	928.40		
917	CONSOLIDATED SUPPLY CO.	28975	8/11/2022	S010941308.0 01	7/21/2022			Marking Paint For Locates	97.74	40153450-531000	
917	CONSOLIDATED SUPPLY CO.	28975	8/11/2022	S010948678.0 01	7/26/2022			6" DI Pipe-Hydrant & Mainline Main ST. HS Project	589.05	40153450-531022	
								Check 28975 Total	686.79		
5744	COPIERS NORTHWEST INC	28976	8/11/2022	INV2502209	7/21/2022			MAS COPIER CLICK COUNT - 06/20 - 07/19/2022	34.64	55151880-542000	
								Check 28976 Total	34.64		
5469	CORE & MAIN LP	28977	8/11/2022	O198693-b	5/10/2021			Adjustment to the Adjustment CR - Service Line	1.10	40153450-534002	
								Check 28977 Total	1.10		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
189	CORLISS RESOURCES INC	28978	8/11/2022	2002941	7/7/2022			WWTP Gravel to fill trench - Primary	53.06	40253585-531000	
189	CORLISS RESOURCES INC	28978	8/11/2022	2004027	7/20/2022			Drain Rock for Fire Hydrants	61.87	00154230-531013	
189	CORLISS RESOURCES INC	28978	8/11/2022	2004350	7/25/2022			Top Soil- Restoration of Side Sewers	109.95	40253550-531015	
								Check 28978 Total	224.88		
2164	CRYSTAL SPRINGS	28979	8/11/2022	5270017 072522	7/25/2022			Cemetery - Water service	65.11	41053600-531000	
2164	CRYSTAL SPRINGS	28979	8/11/2022	5270017 072522	7/25/2022			Cemetery - Water service	8.21	41053600-545000	
								Check 28979 Total	73.32		
218	DELL MARKETING L.P.	28980	8/11/2022	10600892220	7/20/2022			PARKS STOLEN LAPTOP REPLACEMENT	2,457.03	55151880-535004	
218	DELL MARKETING L.P.	28980	8/11/2022	10601479280	7/22/2022			BACKUP SERVER	10,815.72	55151880-535006	
								Check 28980 Total	13,272.75		
4089	DISCOUNTCELL, INC.	28981	8/11/2022	OE-25954	7/29/2022			CELL CONNECTION FOR SC TO REPLACE DSL -	683.75	55151880-542000	
								Check 28981 Total	683.75		
229	DM RECYCLING	28982	8/11/2022	10689624S11 1	8/1/2022			WWTF Recycling; Acct #2111-321857495	110.00	40253585-547000	
								Check 28982 Total	110.00		
5268	BRIGHTLY SOFTWARE INC	28983	8/11/2022	INV-117971	6/22/2022			WWTP Work on asset software - Consulting Service	1,033.84	40253585-541000	
								Check 28983 Total	1,033.84		

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3861	ENVIROISSUES	28984	8/11/2022	187-002-000-50	7/27/2022		19014	CIP 14-10 WR Restoratom Dialog Group 5/1-6/30/22	663.00	40859431-563419	01410-PE-DSTRM-
								Check 28984 Total	663.00		
2491	FERGUSON ENT #3007-WOLSELEY IND GROUP	28985	8/11/2022	0712387	7/29/2022			Single Outlet valve	173.05	00151830-531000	
								Check 28985 Total	173.05		
4278	GEODESIGN INC	28986	8/11/2022	281625	7/28/2022		22034	Heritage Park Clean Up Task Order	2,396.79	11559476-563310	
								Check 28986 Total	2,396.79		
2868	GOBLE SAMPSON ASSOCIATES INC.	28987	8/11/2022	BINV0009815	7/26/2022			WWTP Primary scum pump rebuild	3,470.05	40253585-531018	
								Check 28987 Total	3,470.05		
336	GRAINGER, DEPT 821837135	28988	8/11/2022	9371243487	7/11/2022			WWTP Credit for nitrile gloves	-172.95	40253585-531000	
336	GRAINGER, DEPT 821837135	28988	8/11/2022	9378820576	7/15/2022			WWTP Restroom supplies	71.71	40253585-531000	
336	GRAINGER, DEPT 821837135	28988	8/11/2022	9389303224	7/25/2022			Bolts for AB anoxic wall extension	518.37	40253585-531000	
336	GRAINGER, DEPT 821837135	28988	8/11/2022	9390664416	7/26/2022			WWTP Oil pumps	173.68	40253585-535000	
336	GRAINGER, DEPT 821837135	28988	8/11/2022	9390822394	7/26/2022			WWTP Switch for plant heat trace	36.96	40253585-531018	
336	GRAINGER, DEPT 821837135	28988	8/11/2022	9398358938	8/3/2022			WWTP AB3 anox mixer seals	42.80	40253585-531018	
								Check 28988 Total	670.57		
5487	GREATAMERICA FINANCIAL SVCS	28989	8/11/2022	32172357	8/4/2022			FP PostBase 45 System Lease (Postage Meter) - Aug	128.01	00151890-545000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 28989 Total	128.01		
6055	GUNDERSON LAW OFFICE PLLC	28990	8/11/2022	1211	8/1/2022			Prosecution services July 2022	3,800.00	00151541-541000	
								Check 28990 Total	3,800.00		
344	HACH COMPANY	28991	8/11/2022	13070590	6/1/2022			Lab Testing Supplies	293.35	40253585-531006	
344	HACH COMPANY	28991	8/11/2022	13073504	6/1/2022			Lab Testing Supplies	595.74	40253585-531006	
344	HACH COMPANY	28991	8/11/2022	13076194	6/2/2022			Lab Testing Supplies	182.57	40253585-531006	
344	HACH COMPANY	28991	8/11/2022	13161804	7/26/2022			Lab Testing Supplies	256.75	40253585-531006	
								Check 28991 Total	1,328.41		
3226	INTERCOM LANGUAGE SERVICES	28992	8/11/2022	22-326	7/31/2022			Interpretation Svcs July 2022	420.00	00151250-541012	
								Check 28992 Total	420.00		
5598	INTERMOUNTAIN LOCK & SECURITY	28993	8/11/2022	3299432	7/14/2022			902 Kincaid deadbolt	55.35	00151830-531000	
5598	INTERMOUNTAIN LOCK & SECURITY	28993	8/11/2022	3304636	7/20/2022			SPD case 2219701612 CH reader vandalism	216.07	00151830-531000	
								Check 28993 Total	271.42		
1142	INTERWEST METALS INC	28994	8/11/2022	466915	8/3/2022			WWTP Metal for sampler platform	193.84	40253585-531018	
								Check 28994 Total	193.84		
425	JCI JONES CHEMICALS INC	28995	8/11/2022	891905	7/28/2022			Chlorine Cylinders	4,626.65	40153450-531005	
425	JCI JONES CHEMICALS INC	28995	8/11/2022	891922	7/28/2022			Credit Memo - Chlorine Cylinder Return	-800.00	40153450-531005	
								Check 28995 Total	3,826.65		

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6160	KPG PSOMAS INC	28996	8/11/2022	185281	6/30/2022			Cemetery Irrigation Design	1,023.00	41053600-541000	
								Check 28996 Total	1,023.00		
3442	LEMAY MOBILE SHREDDING	28997	8/11/2022	4755671S185	8/1/2022			City Hall-Shred Svc Acct#2185-702700, 7/1-31/2022	51.55	00151830-541000	
3442	LEMAY MOBILE SHREDDING	28997	8/11/2022	4757467S185	8/1/2022			MAS Shredding Svc Acct #2185-965190 Jul 2022	15.72	44055432-541000	
3442	LEMAY MOBILE SHREDDING	28997	8/11/2022	4757467S185	8/1/2022			MAS Shredding Svc Acct #2185-965190 Jul 2022	31.43	44055430-541000	
								Check 28997 Total	98.70		
6027	MCLENDON HARDWARE	28998	8/11/2022	D77663/3	6/9/2022			Safety Hasp	30.51	00151830-531000	
6027	MCLENDON HARDWARE	28998	8/11/2022	D77697/3	6/9/2022			801 Cherry Plywood	508.61	00151830-531000	
6027	MCLENDON HARDWARE	28998	8/11/2022	E02377/3	7/11/2022			Hand Soap	11.57	00151835-531000	
6027	MCLENDON HARDWARE	28998	8/11/2022	E14603/3	7/26/2022			Meter Key For #132	23.39	40153450-535000	
6027	MCLENDON HARDWARE	28998	8/11/2022	E15526/3	7/27/2022			Loyalty insulated staples	2.84	00157680-531000	
6027	MCLENDON HARDWARE	28998	8/11/2022	E15835/3	7/28/2022			2 Stroke Oil for Equipment	115.92	40853150-531000	
6027	MCLENDON HARDWARE	28998	8/11/2022	E16611/3	7/29/2022			Cemetery AC Unit	427.31	41053600-535000	
6027	MCLENDON HARDWARE	28998	8/11/2022	E16764/3	7/29/2022			Seibenthaler fence cable tie	10.16	00157680-531000	
6027	MCLENDON HARDWARE	28998	8/11/2022	E18772/3	8/1/2022			Downtown Fountain supersonic pool	8.13	00157680-531000	
6027	MCLENDON HARDWARE	28998	8/11/2022	E19960/3	8/3/2022			Misc. Hardware	45.66	55054830-531000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 28998 Total	1,184.10		
6162	MEIRNDORF, RUSSELL JOHN	28999	8/11/2022	Relo. Voucher #5	7/21/2022			CIP 14-10 WRR Relocation Assistance Voucher No. 5	55,035.00	40859431-561000	01410-ADMIN-LandStorm-
								Check 28999 Total	55,035.00		
6167	MODERN BUILDING SYSTEMS INC	29000	8/11/2022	0135273	8/1/2022	5		Parks Temporary Office - KCDA 19-255 monthly fee	656.40	00157680-545000	
								Check 29000 Total	656.40		
3758	MOTOROLA SOLUTIONS, INC.	29001	8/11/2022	8281412208	7/7/2022			Knob replacement for portable radio	33.04	00152120-531000	
								Check 29001 Total	33.04		
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	178.87	00151830-531000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	43.76	00151830-545000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	11.83	40153450-531000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	11.83	40253550-531000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	11.83	40853150-531000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	2.91	40153450-545000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	2.92	40253550-545000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	2.92	40853150-545000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	18.82	44055430-531000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	9.41	44055432-531000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	5.87	44055430-545000	
1399	MOUNTAIN MIST WATER	29002	8/11/2022	#067087 - July 2022	8/1/2022			July 2022 City/PD/Shops/MAS -Water & Cooler Rental	2.93	44055432-545000	
Check 29002 Total									303.90		
5838	MURREYS DISPOSAL CO INC	29003	8/11/2022	10692157S11 1	8/1/2022			Garbage Service - WWTF	1,956.89	40253585-541000	
5838	MURREYS DISPOSAL CO INC	29003	8/11/2022	10692175S11 1	8/1/2022			Shops- Garbage Service Acct. # 2111-48024440	680.69	40253550-547000	
5838	MURREYS DISPOSAL CO INC	29003	8/11/2022	10692214S11 1	8/1/2022			Sr Center 2yd; Acct #2111-48095820	257.28	00156910-547000	
5838	MURREYS DISPOSAL CO INC	29003	8/11/2022	10693229S11 1	8/1/2022			Cemetery - Garbage service	254.73	41053600-547000	
Check 29003 Total									3,149.59		
555	NATIONAL SAFETY INC	29004	8/11/2022	0659293-IN	7/15/2022			WWTP Leather Work Gloves	231.05	40253585-531000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
555	NATIONAL SAFETY INC	29004	8/11/2022	0659294-IN	7/15/2022			Safety Vests for Shops	37.62	40153450-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0659294-IN	7/15/2022			Safety Vests for Shops	37.62	00154230-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0659294-IN	7/15/2022			Safety Vests for Shops	37.62	40253550-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0659294-IN	7/15/2022			Safety Vests for Shops	37.62	40853150-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0659644-IN	7/20/2022			Gloves for Shops Supplies	86.99	40153450-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0659644-IN	7/20/2022			Gloves for Shops Supplies	86.99	40253550-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0659644-IN	7/20/2022			Gloves for Shops Supplies	87.01	00154230-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0659644-IN	7/20/2022			Gloves for Shops Supplies	87.01	40853150-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0660322-IN	7/27/2022			Safety Vests for Shops	22.79	40153450-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0660322-IN	7/27/2022			Safety Vests for Shops	22.79	00154230-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0660322-IN	7/27/2022			Safety Vests for Shops	22.80	40253550-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0660322-IN	7/27/2022			Safety Vests for Shops	22.80	40853150-531000	
555	NATIONAL SAFETY INC	29004	8/11/2022	0660637-IN	7/29/2022			Safety Vest - Shops Supply	30.40	00154230-531000	
								Check 29004 Total	851.11		
6223	NEUMAN, CHARLA	29005	8/11/2022	Reimb AWC Conf 2022	8/10/2022			Per Diem, Mileage for AWC Conf	293.96	00151160-543000	
								Check 29005 Total	293.96		
2298	NORTHWEST SIGN RECYCLING LLC	29006	8/11/2022	4229	7/27/2022			Hydrostripping of Sign Blanks	180.53	00154260-541000	
								Check 29006 Total	180.53		

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5755	NORTHWEST SPAY & NEUTER CENTER	29007	8/11/2022	2005817	8/1/2022			SPAY NEUTER SERVICES JUL 2022	1,618.00	44055430-541000	
								Check 29007 Total	1,618.00		
3934	O'REILLY AUTO PARTS	29008	8/11/2022	4478-165917	7/22/2022			Credit Memo - Core Returns	-48.14	55054830-531000	
3934	O'REILLY AUTO PARTS	29008	8/11/2022	4478-167497	8/1/2022			22-212 Brakes	323.33	55054830-531000	
3934	O'REILLY AUTO PARTS	29008	8/11/2022	4478-167498	8/1/2022			33-003 Vent Solenoids	102.77	55054830-531000	
3934	O'REILLY AUTO PARTS	29008	8/11/2022	4478-167868	8/3/2022			22-212 Parts	13.68	55054830-531000	
3934	O'REILLY AUTO PARTS	29008	8/11/2022	4478-167877	8/3/2022			Park Tire Sealant	55.75	55054830-531000	
								Check 29008 Total	447.39		
9999	CATHERINE AND CORY CUNNINGHAM	29009	8/11/2022	Pet Lic Refd - Rosie	8/1/2022			Pet License Refund: Out of Jurisdiction - May 2022	14.00	44032230-322311	
								Check 29009 Total	14.00		
9999	CATHERINE AND CORY CUNNINGHAM	29010	8/11/2022	Pet Lic Refd - Daisy	8/1/2022			Pet License Refund: Out of Jurisdiction - July2022	14.00	44032230-322311	
								Check 29010 Total	14.00		
9999	NEIL SYMES	29011	8/11/2022	Pet Lic #19123 Rfnd	8/1/2022			Pet License Refund - Out of Jurisdiction (Symnes)	10.00	44032230-322303	
								Check 29011 Total	10.00		
9999	TIMOTHY BARTH & SANDY LAM	29012	8/11/2022	Barth Util Refund	7/26/2022			Utility Refund: Acct #5027, Overpaid Final Bill	89.33	40234350-343500	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 29012 Total	89.33		
9999	TRINITY EDUCATION FOUNDATION	29013	8/11/2022	Trinity Util Refund	8/4/2022			Utility Refund: Acct #6572, Overpaid Final Bill	58.24	40134340-343400	
9999	TRINITY EDUCATION FOUNDATION	29013	8/11/2022	Trinity Util Refund	8/4/2022			Utility Refund: Acct #6572, Overpaid Final Bill	114.38	40234350-343500	
9999	TRINITY EDUCATION FOUNDATION	29013	8/11/2022	Trinity Util Refund	8/4/2022			Utility Refund: Acct #6572, Overpaid Final Bill	33.64	40834310-343100	
								Check 29013 Total	206.26		
2777	OVIVO USA, LLC	29014	8/11/2022	8483210	7/15/2022			WWTP Wear shoes for grit classifier	4,845.05	40253585-531018	
								Check 29014 Total	4,845.05		
2376	OWEN EQUIPMENT	29015	8/11/2022	00107222	7/27/2022			33-118 Parts	739.45	55054830-531000	
2376	OWEN EQUIPMENT	29015	8/11/2022	00107331	8/2/2022			33-118 Flow Switch	388.42	55054830-531000	
								Check 29015 Total	1,127.87		
5902	PAPE MACHINERY INC	29016	8/11/2022	13701735	8/2/2022			WWTP parts for tractor mow deck	701.70	40253585-531018	
								Check 29016 Total	701.70		
1618	PATTERSON VETERINARY SUPPLY	29017	8/11/2022	3020891562	8/1/2022			ANIMAL VACCINES AND SUPPLIES	1,269.69	44055430-531000	
								Check 29017 Total	1,269.69		
463	PCRCO LLC	29018	8/11/2022	37356	7/31/2022			Shops Street Sweepings & Parks Garbage	297.62	40853150-547000	
463	PCRCO LLC	29018	8/11/2022	37356	7/31/2022			Shops Street Sweepings & Parks Garbage	1,036.66	00157680-547000	
								Check 29018 Total	1,334.28		

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
627	PIERCE COUNTY BUDGET & FINANCE	29019	8/11/2022	07/2022 Court Remit	7/31/2022			July 2022 Court Transmittals	46.64	651-237107	
627	PIERCE COUNTY BUDGET & FINANCE	29019	8/11/2022	CI-319338	7/27/2022		19075	JUNE 2022 Jail services and prisoner med	5,226.25	00152360-551003	
627	PIERCE COUNTY BUDGET & FINANCE	29019	8/11/2022	CI-319657	8/3/2022			2nd Qtr 2022 2% Liquor Profit & Excise Taxes	761.31	00156600-551000	
								Check 29019 Total	6,034.20		
4437	PIONEER FIRE & SECURITY	29020	8/11/2022	108696	7/20/2022			Golf Course fire, security monitoring aug-oct	98.46	00151830-541000	
								Check 29020 Total	98.46		
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2O20107	3/10/2022			LED T8 lamps for WWTP	3,530.78	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2P13545	3/14/2022			Credit: Org Inv #2E48560 - WWTF Lighting Upgrade	-3,568.81	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2U90820	5/25/2022			Electrical Parts - Bld A cord drops	1,084.27	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2V82132	6/3/2022			Electrical Parts - Primary Clarifier Power Outlets	293.70	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2V82386	6/3/2022			Electrical Parts - Sec Clarifier Lighting	1,080.73	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2V91278	6/15/2022			Electrical Parts - Cable Hangers	126.90	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2W27412	6/10/2022			Electrical Parts - sec clar lighting	261.91	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2W31861	6/10/2022			Electrical Parts	19.85	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2W65932	6/15/2022			Electrical Parts - Sec Clarifier Lighting	428.92	40253585-531018	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	2X36403	6/23/2022			Electrical Parts - Sec Clarifier Lighting	214.46	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	3A05666	7/1/2022			Electrical Parts - AB1 DO meters	156.06	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	3A21320	7/1/2022			Credit for parts billed but not ordered	-1,422.65	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	3A32882	7/6/2022			Electrical Parts - Primary Clarifier Power Outlets	237.89	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	3A36911	7/15/2022			Electrical Parts - Primary Clarifier Power Outlets	400.01	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	3B49431	7/21/2022			Electrical Parts - WWTP Heat Trace	352.67	40253585-531018	
4513	PLATT ELECTRIC SUPPLY	29021	8/11/2022	3B49469	7/21/2022			Wire for the Dieringer well	127.37	40153450-531019	
								Check 29021 Total	3,324.06		
6216	PREMIER VOCAL ENTERTAINMENT LLC	29022	8/11/2022	08192022MO M	7/27/2022			Music off Main Band- 8-19-2022 Jeweltones	2,500.00	00157320-541005	
								Check 29022 Total	2,500.00		
5698	PROTECTIVE COATING CONSULTANTS	29023	8/11/2022	67515	7/26/2022			WWTP Paint for Primary Clarifier	456.87	40253585-531018	
								Check 29023 Total	456.87		
678	PUGET SOUND ENERGY	29024	8/11/2022	22002087656 5 - 07/22	7/13/2022			13624 Cannery Way #B (Street Light)	70.79	00154260-547001	
678	PUGET SOUND ENERGY	29024	8/11/2022	22002402971 6 - 06/22	6/29/2022			14320 29th St E (Shops Satellite Location)	82.69	40853150-547000	
678	PUGET SOUND ENERGY	29024	8/11/2022	22002446813 8 - 06/22	6/30/2022			602 Hunt Ave # Light 2	45.57	00154260-547001	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
678	PUGET SOUND ENERGY	29024	8/11/2022	22003001551 9 - 07/22	7/22/2022			NewAcct-13114 63rd -Job Shack (Parks' Temp Office)	47.22	00157680- 547000	
678	PUGET SOUND ENERGY	29024	8/11/2022	Invoice #90758347	7/14/2022			Acct 400003464064, 13114 63rd, Temp Parks Job Shac	295.00	00157680- 547000	
								Check 29024 Total	541.27		
5757	QCC QUALITY CONTROLS CORPORATION	29025	8/11/2022	P0015-8-7	7/12/2022		22021	Task Order T2207 SCADA Support June 2022	85.50	40153450- 541020	
5757	QCC QUALITY CONTROLS CORPORATION	29025	8/11/2022	P0015-9-2	7/12/2022		22020	T2206 Task Order SCADA Support June 2022	4,441.50	40253550- 541020	
								Check 29025 Total	4,527.00		
6034	RETAIL LOCKBOX INC	29026	8/11/2022	22078497	7/31/2022			Utility Payment Lockbox Services - July 2022	414.53	40153470- 541000	
6034	RETAIL LOCKBOX INC	29026	8/11/2022	22078497	7/31/2022			Utility Payment Lockbox Services - July 2022	414.52	40253570- 541000	
6034	RETAIL LOCKBOX INC	29026	8/11/2022	22078497	7/31/2022			Utility Payment Lockbox Services - July 2022	414.53	40853170- 541000	
								Check 29026 Total	1,243.58		
4696	RWC GROUP	29027	8/11/2022	XA103048370: 01	7/8/2022			Vehicle 33-139 Fuel Cap	105.29	55054830- 531000	
4696	RWC GROUP	29027	8/11/2022	XA103048509: 01	7/11/2022			33-139 DEF Sensor	323.51	55054830- 531000	
								Check 29027 Total	428.80		
4195	SAFETY-KLEEN SYSTEMS INC	29028	8/11/2022	89338195	6/29/2022			Waste Drum, Mixed Fluids, Tack - Fleet Supplies	786.07	55054830- 531000	
								Check 29028 Total	786.07		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6188	SCIACCA, MATTHEW	29029	8/11/2022	08122022NO R	7/27/2022			Nights on Ryan Band 08-12-2022 Ranger Re- Arrangers	1,100.00	00157320- 541005	
								Check 29029 Total	1,100.00		
6114	SEA-TAC TOOLS & EQUIPMENT LLC	29030	8/11/2022	112560	7/12/2022			Tools 50-129	76.56	55054830- 535000	
								Check 29030 Total	76.56		
536	SECURE PACIFIC CORPORATION	29031	8/11/2022	342828	8/1/2022			Alarm Monitoring- Shelter 08/01 - 10/31/2022	27.25	44055432- 541000	
536	SECURE PACIFIC CORPORATION	29031	8/11/2022	342828	8/1/2022			Alarm Monitoring- Shelter 08/01 - 10/31/2022	54.50	44055430- 541000	
536	SECURE PACIFIC CORPORATION	29031	8/11/2022	343273	8/1/2022			Sr Center burg, fire aug-oct	207.18	00156910- 541000	
								Check 29031 Total	288.93		
806	SIR SPEEDY	29032	8/11/2022	137954	6/20/2022			Spring, Summer, Fall and Winter pole banners	6,905.33	00157335- 549005	
								Check 29032 Total	6,905.33		
1297	SIX ROBBLEES' INC	29033	8/11/2022	02P13432	7/28/2022			33-135 Salt Pump	2,680.72	55054830- 531000	
								Check 29033 Total	2,680.72		
816	SNIDER & SON INC	29034	8/11/2022	0466482-IN	8/2/2022			PW Bulk Fuel	742.92	55054830- 532000	
								Check 29034 Total	742.92		
4257	SONSRAY MACHINERY LLC	29035	8/11/2022	PSO034679-1	7/28/2022			Back-Hoe Filter	123.88	55054830- 531000	
								Check 29035 Total	123.88		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3271	STAPLES BUSINESS ADVANTAGE	29036	8/11/2022	3513350460	7/23/2022			WWTP Bag for oncall laptop	29.53	40253585-531000	
3271	STAPLES BUSINESS ADVANTAGE	29036	8/11/2022	3513350461	7/23/2022			WWTP Charger for oncall laptop	65.63	40253585-531000	
								Check 29036 Total	95.16		
5216	SUNSET FORD	29037	8/11/2022	FOCS300638	7/22/2022			Vehicle 21-119 Water Pump Replacement/Repair	2,269.95	55054830-548000	
								Check 29037 Total	2,269.95		
3882	T-MOBILE	29038	8/11/2022	896670007 - 07/22	7/21/2022			T-MOBILE MONTHLY BILL	89.25	55151880-542000	
								Check 29038 Total	89.25		
882	TEKS SERVICES,INC	29039	8/11/2022	52786	6/30/2022			July (End of June 2022) Utility Stmts	379.32	40153470-541000	
882	TEKS SERVICES,INC	29039	8/11/2022	52786	6/30/2022			July (End of June 2022) Utility Stmts	379.32	40153470-541000	
882	TEKS SERVICES,INC	29039	8/11/2022	52786	6/30/2022			July (End of June 2022) Utility Stmts	379.34	40853170-541000	
882	TEKS SERVICES,INC	29039	8/11/2022	52786	6/30/2022			July (End of June 2022) Utility Stmts	459.08	40153470-542000	
882	TEKS SERVICES,INC	29039	8/11/2022	52786	6/30/2022			July (End of June 2022) Utility Stmts	459.09	40253570-542000	
882	TEKS SERVICES,INC	29039	8/11/2022	52786	6/30/2022			July (End of June 2022) Utility Stmts	459.08	40853170-542000	
882	TEKS SERVICES,INC	29039	8/11/2022	53143	8/1/2022			August (End of July 2022) Utility Stmts	555.47	40153470-541000	
882	TEKS SERVICES,INC	29039	8/11/2022	53143	8/1/2022			August (End of July 2022) Utility Stmts	555.46	40253570-541000	
882	TEKS SERVICES,INC	29039	8/11/2022	53143	8/1/2022			August (End of July 2022) Utility Stmts	555.45	40853170-541000	
882	TEKS SERVICES,INC	29039	8/11/2022	53143	8/1/2022			August (End of July 2022) Utility Stmts	718.85	40153470-542000	
882	TEKS SERVICES,INC	29039	8/11/2022	53143	8/1/2022			August (End of July 2022) Utility Stmts	718.85	40253570-542000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
882	TEKS SERVICES,INC	29039	8/11/2022	53143	8/1/2022			August (End of July 2022) Utility Stmt	718.86	40853170-542000	
								Check 29039 Total	6,338.17		
5561	TIERRA RIGHT OF WAY SERVICES	29040	8/11/2022	2200991	7/2/2022		21087	Task Order 902 Kincaid ROW Heritage Park 5/29-7/2	3,579.25	00157680-541000	
								Check 29040 Total	3,579.25		
893	TIMCO INC	29041	8/11/2022	T046788	7/20/2022			Generator Hoses - Gen B2	98.14	55054830-531000	
								Check 29041 Total	98.14		
918	TRIM-LINE	29042	8/11/2022	383479	7/15/2022			Stock Decals (MAS)	49.46	55054830-531000	
								Check 29042 Total	49.46		
3684	TRYCOM INC	29043	8/11/2022	07/11/2022	7/11/2022			SPD Car Washes	215.29	55054830-541000	
								Check 29043 Total	215.29		
2047	UNIVAR USA INC	29044	8/11/2022	50441212	8/1/2022			Sodium Hypochlorite	798.62	40153450-531005	
								Check 29044 Total	798.62		
4811	US BANK VOYAGER FLEET SYSTEMS	29045	8/11/2022	86940637122 32	8/1/2022			Fuel for Fleet - July 2022	14,049.03	55054830-532000	
								Check 29045 Total	14,049.03		
3698	US BANK NA, BC-MN-H18R	29046	8/11/2022	777223928 - July2022	7/31/2022			July 2022 Monthly Maint Fed/Equity Fees	22.00	00151890-541000	
3698	US BANK NA, BC-MN-H18R	29046	8/11/2022	777223928 - June2022	6/30/2022			June 2022 Monthly Maint Fed/Equity Fees	22.00	00151890-541000	
								Check 29046 Total	44.00		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
954	UTILITIES UNDERGROUND	29047	8/11/2022	2070234	7/31/2022			July 2022 Excavation Notifications	106.26	40153450-541000	
								Check 29047 Total	106.26		
6221	VALLEY SOCIAL LLC	29048	8/11/2022	ARPA GRANT 08/2022	8/10/2022			1st Half ARPA Restaurant Grant	30,000.00	11555870-549020	
								Check 29048 Total	30,000.00		
2309	VERIZON WIRELESS	29049	8/11/2022	9911465113	7/18/2022			VERIZON WIRELESS MONTHLY BILL	6,997.38	55151880-542000	
								Check 29049 Total	6,997.38		
1039	WA ST CRIMINAL JUSTICE T.C.	29050	8/11/2022	201136634	7/14/2022			Training: Collision Investigation; Ofc Iverson	100.00	00152120-549003	
								Check 29050 Total	100.00		
1022	WATER MANAGEMENT LABORATORIES	29051	8/11/2022	204347	7/20/2022			7/6/22 Total Coliform (qty. 7)	140.00	40153450-541022	
1022	WATER MANAGEMENT LABORATORIES	29051	8/11/2022	204505	7/26/2022			7/14/22 Total Coliform (Qty. 1)	20.00	40153450-541022	
								Check 29051 Total	160.00		
3099	WAXIE SANITARY SUPPLY	29052	8/11/2022	81069715	7/29/2022			Shops Supplies - Paper Towels	29.48	40153450-531000	
3099	WAXIE SANITARY SUPPLY	29052	8/11/2022	81069715	7/29/2022			Shops Supplies - Paper Towels	29.48	40253550-531000	
3099	WAXIE SANITARY SUPPLY	29052	8/11/2022	81069715	7/29/2022			Shops Supplies - Paper Towels	29.48	00154230-531000	
3099	WAXIE SANITARY SUPPLY	29052	8/11/2022	81069715	7/29/2022			Shops Supplies - Paper Towels	29.49	40853150-531000	
								Check 29052 Total	117.93		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
4223	RICOH USA INC	29053	8/11/2022	106371141	7/26/2022			SC COPIER LEASE AND CLICK COUNT	27.75	55151880- 545000	
4223	RICOH USA INC	29053	8/11/2022	106371141	7/26/2022			SC COPIER LEASE AND CLICK COUNT	4.07	55151880- 542000	
								Check 29053 Total	31.82		
1010	WETRC/GREEN RIVER COMM COLLEGE	29054	8/11/2022	218084	8/1/2022			C. Snelling-WDM1 Cet. Class	400.00	40153450- 549003	
								Check 29054 Total	400.00		
4413	WINFIELD	29055	8/11/2022	65138627	7/8/2022			Lime for AB PH adjustment	1,230.75	40253585- 531005	
								Check 29055 Total	1,230.75		
6211	YANKEE HILL MACHINE CO INC	29056	8/11/2022	102691	7/15/2022			2 Suppressors for PD Rifles	851.45	00152120- 535001	
								Check 29056 Total	851.45		
1070	ZEP SALES & SERVICE	29057	8/11/2022	9007640588	7/21/2022			WWTP Cleaning supplies	185.75	40253585- 531000	
								Check 29057 Total	185.75		
4743	ZONES INC	29058	8/11/2022	K1967633010 1	7/22/2022			ADD 5 NETMOTION LICENSES FOR PD AND LEGAL	1,767.23	55151880- 535003	
4743	ZONES INC	29058	8/11/2022	K1976372010 1	7/30/2022			BLUEBEAM TRUE UP	450.22	55151880- 535007	
								Check 29058 Total	2,217.45		
								Grand Total	249,867.99		

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

Signed _____

Date _____

City of Sumner, WA

Use Tax Report 07/28/2022 to 08/11/2022

VENDOR	DOCUMENT INVOICE ACCOUNT	INVOICE	DESCRIPTION	PAID DATE TO BE PAID	RATE FROM	LINE	TAXABLE AMOUNT	USE TAX
536	24947 44055432-541000-	342828	Alarm Monitoring-Sh	08/11/2022 440-237102-	10.000	1	81.75	2.73
536	24947 44055430-541000-	342828	Alarm Monitoring-Sh	08/11/2022 440-237102-	10.000	2	81.75	5.45
536	25068 00156910-541000-	343273	sr Center burg, fir	08/11/2022 001-237102-	9.400	1	207.18	19.47
6211	24951 00152120-535001-	102691	2 Suppressors for P	08/11/2022 001-237102-	9.400	1	851.45	80.04

City of Sumner, WA



Use Tax Account Totals

Account		Amount	Discount Percent		Net Amount
001-237102-	\$	99.51	0.000 %	\$	99.51
440-237102-	\$	8.18	0.000 %	\$	8.18

** END OF REPORT - Generated by Norman Shadlow **

Total Use Tax: \$107.69

EFTs**Sumner, WA
Voucher Certification**

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
688	DEPARTMENT OF COMMERCE	425	8/2/2022	PWTF-257146	4/29/2022			Contract: PW-04-691-067 WWTF Upgrade (2022)	111,308.33	40259135-570401	
688	DEPARTMENT OF COMMERCE	425	8/2/2022	PWTF-257146	4/29/2022			Contract: PW-04-691-067 WWTF Upgrade (2022)	1,669.63	40259235-580401	
688	DEPARTMENT OF COMMERCE	425	8/2/2022	PWTF-257989	4/29/2022			Contract: PW-02-691-054 WWTF Upgrade (2022)	259,930.00	40259135-570401	
688	DEPARTMENT OF COMMERCE	425	8/2/2022	PWTF-257989	4/29/2022			Contract: PW-02-691-054 WWTF Upgrade (2022)	1,299.65	40259235-580401	
688	DEPARTMENT OF COMMERCE	425	8/2/2022	PWTFNT-286976	4/29/2022			Contract: PC12-951-050 SUM/BL WWTF Upgrade (2022)	277,297.71	40259135-570401	
688	DEPARTMENT OF COMMERCE	425	8/2/2022	PWTFNT-286976	4/29/2022			Contract: PC12-951-050 SUM/BL WWTF Upgrade (2022)	13,864.88	40259235-580401	
Check 425 Total									665,370.20		
3695	MILES RESOURCES LLC	426	8/11/2022	335291	7/25/2022			Asphalt Prep for Crack Seal Project	368.67	00154230-531004	
3695	MILES RESOURCES LLC	426	8/11/2022	335380	7/25/2022			Asphalt Recycle Fee	82.25	00154230-541000	
3695	MILES RESOURCES LLC	426	8/11/2022	335388	7/25/2022			Asphalt Prep for Crack Seal Project	204.13	00154230-531004	
3695	MILES RESOURCES LLC	426	8/11/2022	335460	7/25/2022			Asphalt Prep for Crack Seal Project	603.20	00154230-531004	
3695	MILES RESOURCES LLC	426	8/11/2022	335571	7/31/2022			Asphalt for Chip Seal Project	90.60	00154230-531004	
3695	MILES RESOURCES LLC	426	8/11/2022	335666	7/31/2022			Asphalt Recycle Fee	89.46	00154230-541000	
3695	MILES RESOURCES LLC	426	8/11/2022	335769	7/31/2022			Asphalt for Chip Seal Project	403.66	00154230-531004	
Check 426 Total									1,841.97		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5551	OLSON BROTHERS EXCAVATING INC	427	8/11/2022	Pay Estimate #8	7/25/2022		21037	CIP 20-10 Sidewalk Imp. Construction - PE#8	28,132.13	30259561-563105	02010-CN-CSTRE-SCHA
5551	OLSON BROTHERS EXCAVATING INC	427	8/11/2022	Pay Estimate #8	7/25/2022		21037	CIP 20-10 Sidewalk Imp. Construction - PE#8	765.85	00154261-548012	02010-CN-CSTRE-SCHB
5551	OLSON BROTHERS EXCAVATING INC	427	8/11/2022	Pay Estimate #8	7/25/2022		21037	CIP 20-10 Sidewalk Imp. Construction - PE#8	44,376.28	00154230-548011	02010-CN-CSTRE-SCHC
								Check 427 Total	73,274.26		
4265	PROSPECT CONSTRUCTION INC	428	8/11/2022	Pay Est. #3 - Final	7/25/2022		22016	CIP 21-17 Dryer Repair PE#3	45,165.32	40253585-548000	02117-CN- -
								Check 428 Total	45,165.32		
6222	SWAIN, KRISTA	429	8/11/2022	Reimb 06/2022	7/14/2022			Per Diem, Mileage, Lodging Reimb - Judicial Conf	63.15	00151250-549003	
6222	SWAIN, KRISTA	429	8/11/2022	Reimb 06/2022	7/14/2022			Per Diem, Mileage, Lodging Reimb - Judicial Conf	363.90	00151250-543000	
								Check 429 Total	427.05		
								Grand Total	786,078.80		

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

Signed _____

Date _____

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Wires**Sumner, WA
Voucher Certification**

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5878	CORPORATION SERVICE COMPANY (CSC)	15197	7/8/2022	82859199410 07082022	7/8/2022			Recorded Docs: City Shops Lot Comination	92.41	40153410- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15197	7/8/2022	82859199410 07082022	7/8/2022			Recorded Docs: City Shops Lot Comination	92.40	40253510- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15197	7/8/2022	82859199410 07082022	7/8/2022			Recorded Docs: City Shops Lot Comination	92.40	40853110- 541000	
Check 15197 Total									277.21		
Grand Total									277.21		

**Wires #15199 - 15203 on next page (Total Amount
of Wires is \$5,101.60.**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

Signed _____

Date _____

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5539	REDQUOTE INC	15199	7/29/2022	HRA 07/29/2022	7/29/2022			2022 HRA Med/Rx Co-Ins Reimbursements	3,503.13	00151730- 521020	
								Check 15199 Total	3,503.13		
5878	CORPORATION SERVICE COMPANY (CSC)	15200	7/19/2022	82859199410 07192022	7/19/2022			Recorded Docs: Valley Social GT Agreement	216.21	40253510- 541000	
								Check 15200 Total	216.21		
5878	CORPORATION SERVICE COMPANY (CSC)	15201	7/28/2022	82859199410 07282022	7/28/2022			Recorded Docs: Seaport 2 & 3 Bill of Sales	144.14	40153410- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15201	7/28/2022	82859199410 07282022	7/28/2022			Recorded Docs: Seaport 2 & 3 Bill of Sales	144.14	40253510- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15201	7/28/2022	82859199410 07282022	7/28/2022			Recorded Docs: Seaport 2 & 3 Bill of Sales	144.14	40853110- 541000	
								Check 15201 Total	432.42		
5878	CORPORATION SERVICE COMPANY (CSC)	15202	8/1/2022	82859199410 08012022	8/1/2022			Recorded Docs: Seaport 2, 3, 4 Easements	647.63	40153410- 541000	
								Check 15202 Total	647.63		
5878	CORPORATION SERVICE COMPANY (CSC)	15203	8/5/2022	Return ACH Fee 08/22	8/5/2022			Returned ACH Fee for Inv #828591994100801 2022	25.00	40153410- 541000	
								Check 15203 Total	25.00		
Grand Total									4,824.39		

Total Wires: \$5,101.60

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

Signed _____

Date _____

Page 1 of 1

Payroll

From: [Chris Jensen](#)
To: [Norman Shadlow](#)
Subject: PPE 07/31/2022 Check Numbers
Date: Monday, August 15, 2022 8:15:19 AM

Hi Norm,

Please add the following to the voucher list:

PPE 07/31/2022

Check Range: 46639

Amount: \$7,630.50

Direct Deposit Range: 52363 – 52500, 4271

Amount: \$346,207.88

Wire Range: 4268 – 4270, 4272 – 4280

Amount: \$391,217.66

Total: \$745,056.04

Thanks!

Chris

Christopher Jensen | Finance & Payroll Specialist

City of Sumner

1104 Maple Street

Sumner, WA 98390

Phone: 253-299-5544

www.sumnerwa.gov



Before printing, please think green

SUBJECT: Ordinance No. 2832 - Houston Road Annexation Approval

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Staff Report and Exhibits
 2. Ordinance No. 2832 - Houston Road Annexation
-

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

This item before City Council is approval of the proposed annexation. In July 2021, the City received a request from property owners in an area along Houston Road/Valley Avenue East to annex to the city. The annexation area is comprised of approximately 12.6 acres and 18 parcels, located adjacent to city limits in Sumner's urban growth area (UGA), located generally north of SR410, east of SR167, and west of the river, along Houston Road, Valley Avenue/Cannery Way, west of downtown, with portions of nearby parcels located directly east of the river. Under state law, property located within the UGA may be annexed to its respective city, following state-adopted procedures for annexations.

In September 2021, the City Council authorized the circulation of an annexation petition for the area. In April 2022, the property owners' applicant submitted the required petition documents to the City. On August 1, 2022, the Council held the required public hearing date on the annexation. Two parties testified at the hearing; both were property owners in support of the annexation.

COUNCIL COMMITTEE/STUDY SESSION: Council Study Session 08/23/21 Public Hearing 08/01/22

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2832 Houston Road annexation.



DATE: July 15, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Associate Planner
RE: **Houston Road Annexation – Public Hearing**

I. BACKGROUND / WHY THE CHANGES ARE PROPOSED

The properties subject to this annexation are located in an area known as the "Houston Road Annexation Area," which is primarily located west of the river along Valley Avenue East and Cannery Way, and includes portions of 2 parcels east of the river. The proposed annexation area is approximately 12.67 acres comprised of 18 parcels (see Exhibit A).

Under State law, property located within a city's urban growth area (UGA) may be annexed to its respective city, following state-adopted procedures for annexations. It is the function of a UGA to identify properties that are currently located in the County but which are appropriate for future incorporation into the adjacent city. The steps in the annexation process are laid out in State code (RCWs). The proposed annexation has followed the required steps in the process, and required City Council reviews, as summarized below.

- In July 2021, the City received an annexation request from multiple property owners in the area known as the "Houston Road Annexation" area.
- In September 2021, the City Council adopted a resolution authorizing the applicants to circulate an annexation petition to property owners.
- In April 2022, the applicant submitted the required petition documents to the City, which must be signed by owners of not less than 60% of the assessed value of the property in the annexation area.
- The Pierce County Assessor-Treasurer reviewed the petition for signature certification and issued a "certification of sufficiency" on May 12, 2022.
- Following certification, the City Council in June 2022 set a public hearing date for the annexation request to be heard August 1, 2022.
- The public hearing is a required step, and requires public notice as outlined in the RCWs. Public notice has been issued as required.

If the annexation is approved, the properties will be served by City of Sumner utilities and other City services, and will be subject to Sumner zoning laws and other applicable municipal code provisions. There is no development proposal associated with this annexation request.

II. DESCRIPTION OF PROPOSAL

A. Property location and description:

A map showing the annexation area (Exhibit A) and a list of parcels (Exhibit B) are attached. There are three sub-areas in the proposed annexation:

- Subarea A: 10 parcels (approximately 6.8 acres) are located north of SR410, east of SR167, west of Houston Road, and south of Valley Avenue East. These have a Light Industrial land use designation in Sumner's Comprehensive Plan and are developed in commercial-industrial uses, such as Wayne's Roofing. This area was the subject of a 2020 Comprehensive Plan amendment in which the Council changed the General Commercial (GC) designation to Light Industrial (M-1).
- Subarea B: 4 parcels (approximately .95 acres) are located north of SR410, east of SR167, west Cannery Way, and north of Valley Avenue East. Uses are primarily commercial, such as Snider Petroleum, with a few single family and vacant parcels. This area has a General Commercial designation.
- Subarea C: 2 narrow tax parcels located along the White (Stuck) River are owned by the City of Sumner and contain the Sumner Link Trail. The 2 remaining parcels (portions thereof) consist of approximately .86 acres located east of the White River, and west of Spinning Avenue. These are developed as single-family dwellings but have a Town Center (commercial/mixed use) land use designation. The two parcels are bisected by the city's corporate boundary. Including these parcels in the annexation proposal will create a logical city limit boundary.

B. Effects of annexation on population, land use/zoning, and services:

Population

Annexation of the area is anticipated to slightly increase population over the long term, depending on the land use designation/zoning of each parcel. At the time of annexation, the population change is likely to be negligible, given existing development patterns and land use designations. Assuming the area redevelops over the long term, residential mixed-use development in the General Commercial zone could occur, as well as 6-story residential buildings in the Town Center Plan area. At most, a rough estimate of the population change is an increase of approximately 100-150 persons over the long term.

Land Use/Zoning

Upon annexation, the parcels will be subject to the Sumner Municipal Code instead of County codes. All parcels currently have a City Comprehensive Plan designation, since they are located with the Sumner UGA. New zoning would take effect upon annexation, and would be the same as the current Light Industrial, General Commercial and Town Center mixed-use designations (see Exhibit C). Annexation would allow redevelopment and growth that is not currently allowed under the Pierce County "Moderate Density Single Family (MSF)" land use designations and regulations.

Services

The area is currently served by East Pierce Fire and Rescue, Pierce County Library District, and Sumner-Bonney Lake School District. Upon annexation, the area will continue to be served by these districts. The area is currently within the City's water and sanitary sewer service areas. The City's water and sewer utilities have sufficient capacity for the area. Therefore, the City is capable of providing services, and intends to serve the annexation area with water and sewer services once the area is annexed. Many of the parcels in the area not connected to City utilities will be required to connect to services and extend water/sewer mains at the time of development. Development/redevelopment will also trigger system development charges to ensure development covers its fair share for City services. Other City services such as parks, administrative services, police services are available to the area, and the City has capacity and the intention to provide such services upon annexation. More details regarding services can be found in the Notice of Intent to the Boundary Review Board (see Draft Notice of Intent, Exhibit D).

V. PUBLIC & AGENCY COMMENTS

Public notice was issued for the proposed annexation in accordance with requirements for annexation hearings in RCW 35A.01.040:

- Published notice of the hearing in the newspaper; and
- Posted large signs in 4 public places within the annexation area.
- In addition, staff posted notices at City Hall, on our website and to City's public notice list.
- Staff also mailed the hearing notice to all property owners in the annexation area.

VI. NEXT STEPS IN ANNEXATION PROCESS

After the required public hearing, the City Council may approve the annexation request by ordinance (see Draft Ordinance Exhibit E). However, before the annexation can become effective, it must go through the following additional steps:

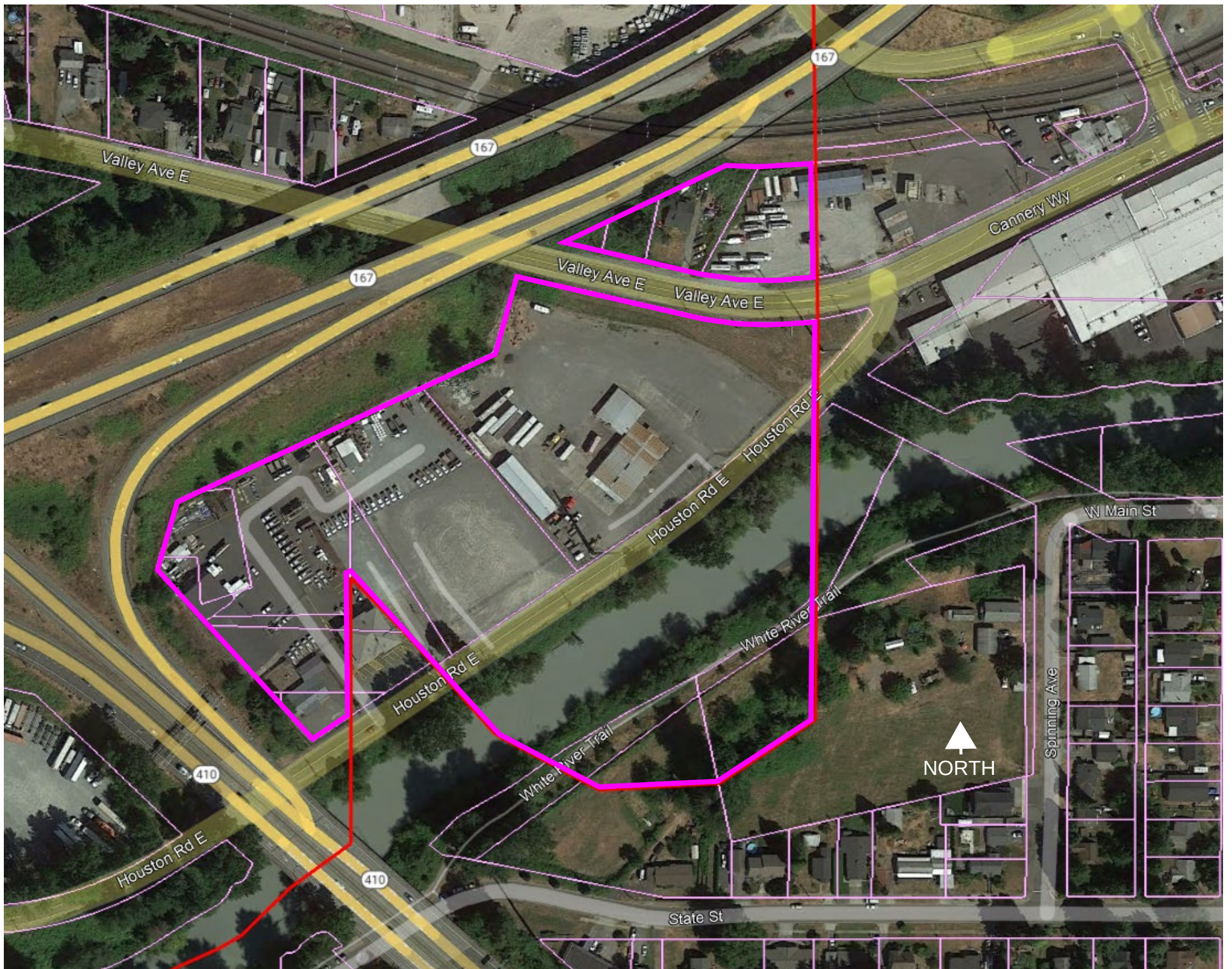
- The City submits a Notice of Intent to Annex to the County Boundary Review Board. The submittal includes additional details regarding the effects of the annexation on land use, utility services, revenues/expenditures, and other services (see Exhibit D Draft Notice of Intent).
- Approval by the County Boundary Review Board is required. This is typically a 45-day to 120-day review process.
- Notification of the annexation is to be provided to the County Commissioners, Assessor-Treasurer, and all service providers (e.g. districts, utilities) in the annexation area.

VII. STAFF RECOMMENDATION

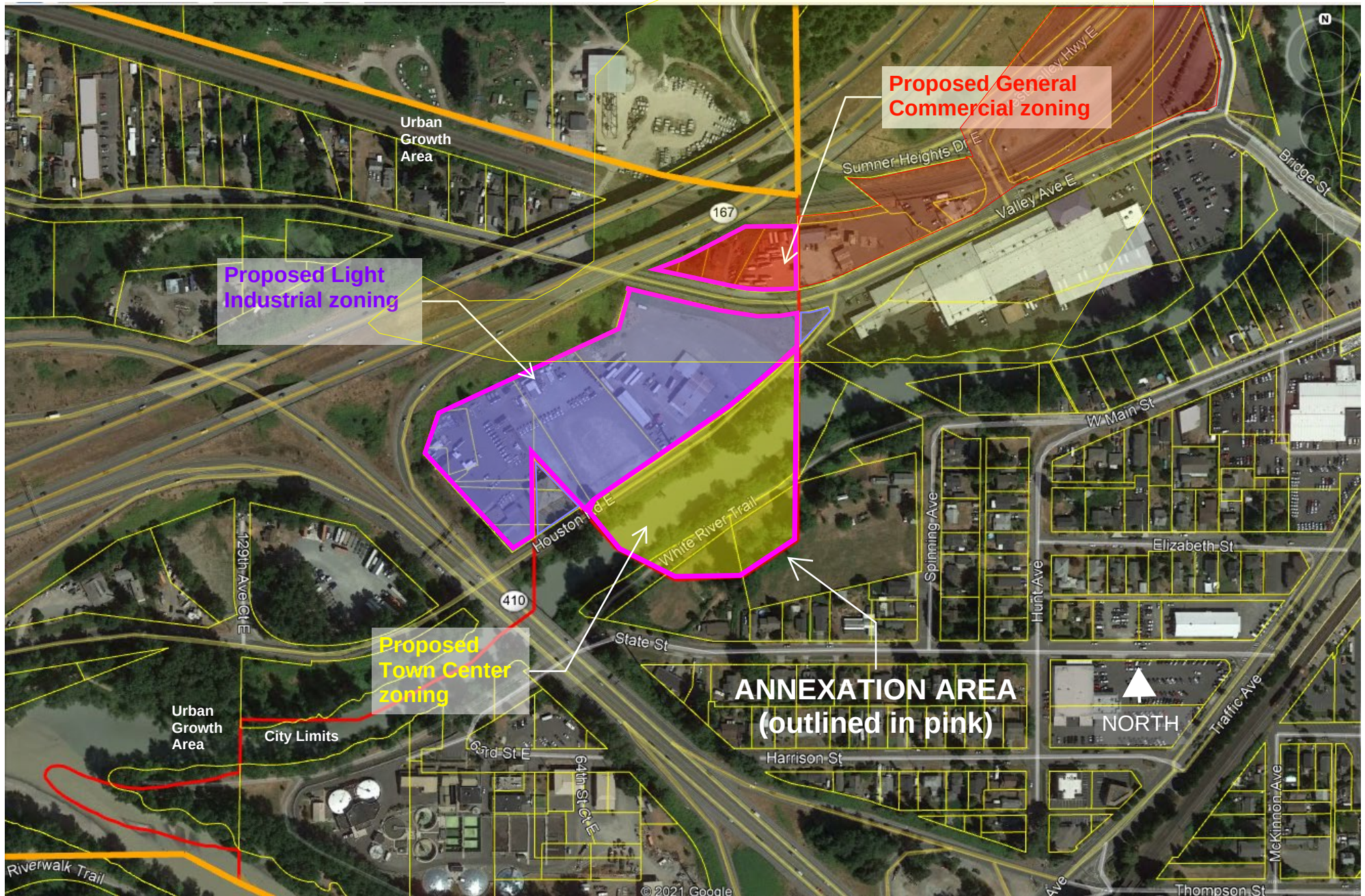
Staff recommends that the Council conduct the required public hearing on the proposed annexation, and forward the proposal for adoption at a September 2022 Council meeting.

VII. EXHIBITS

- A. Map of annexation area
- B. Annexation parcel inventory
- C. Map of annexation area future zoning designations
- D. Draft Notice of Intent to Boundary Review Board
- E. Draft Ordinance No. 2832 annexation approval



Parcel no.	Property Address	Owner Name	Mailing Address	Assessed Value	Notes	Signed Supporter?
0420234019	13401 Valley Avenue E	O D Snider & Son Inc	PO Box 368, Sumner, WA 98390	\$ 231,000.00		Yes
0420234136	13315 Valley Avenue E	John and Stacia Dorman	29417 22nd Ave E, Roy, WA 98580	\$ 323,900.00		Contacting
0420234140	XXX Valley Avenue E	MEHEA USA LLC c/o Michael Behzad	10866 Wilshire Blvd Ste 400, Los Angeles, CA 900	\$ 5,300.00		Contacting
0420234138	XXX Valley Avenue E	Justin and Joleen Jones	PO Box 1055, Sumner, WA 98390	\$ 2,800.00		Yes
0420243163	13223 Houston Road E	Houston Road LLC	13608 Cannery Way, Sumner, WA 98390	\$ 43,900.00		Yes
0420234151	13223 Houston Road E	Houston Road LLC	13608 Cannery Way, Sumner, WA 98390	\$ 1,695,300.00		Yes
0420234150	13223 Houston Road E	Kitty Wetherbee and D & V Guthrie	PO Box 2287, Sumner, WA 98390	\$ 842,800.00		Yes
0420234104	13105 Houston Road E	Kitty Wetherbee	PO Box 2287, Sumner, WA 98390	\$ 96,500.00		Yes
4250001153	13105 Houston Road E	Kitty Wetherbee	PO Box 2287, Sumner, WA 98390	\$ 410,300.00		Yes
4250001152	13105 Houston Road E	Kitty Wetherbee	PO Box 2287, Sumner, WA 98390	\$ 407,700.00		Yes
4250001142	13105 Houston Road E	Kitty Wetherbee	PO Box 2287, Sumner, WA 98390	\$ 47,400.00		Yes
4250001155	13105 Houston Road E	Kitty Wetherbee	PO Box 2287, Sumner, WA 98390	\$ 41,500.00		Yes
4250001111	13105 Houston Road E	Kitty Wetherbee	PO Box 2287, Sumner, WA 98390	\$ 142,500.00		Yes
4250001063	13105 Houston Road E	Kitty Wetherbee	PO Box 2287, Sumner, WA 98390	\$ 72,600.00		Yes
4250001105	XXX Houston Road E	Kitty Wetherbee	PO Box 2287, Sumner, WA 98390	\$ 2,700.00		Yes
4250001392	XXX Spinning Avenue	City of Sumner	1104 Maple Street, Suite 245, Sumner, WA 9839	\$ 82,100.00	A portion of City property	
4250000933	XXX State Street	City of Sumner	1105 Maple Street, Suite 245, Sumner, WA 9839	\$ 73,300.00	A portion of City property	
4250000932	401 State Street	Mitchell Soholt	401 State Street, Sumner, WA 98390	\$ 378,200.00	A portion of City property	Contacting
0420243059	910 Spinning Avenue	Daniel Mickey	5713 Parker Road E, Apt 131, Sumner, WA 98390	\$ 553,000.00	A portion of City property	Contacting
				Total Value	\$ 5,452,800.00	
				10% Value	\$ 545,280.00	
				Value of Letter of Intent Supporters	\$ 4,037,000.00	
				% of Total Value	74%	



Before the Pierce County Boundary Review Board

**NOTICE OF INTENT
TO ANNEX**

**Submitted by the City of Sumner
September XX, 2022**

**CONTACT:
Ann Siegenthaler
Senior Planner
City of Sumner
1104 Maple Street
Sumner, WA 98390**

**RE: Annexation of a 12.67-acre area located in the northwest portion of
the
City of Sumner Urban Growth Area**

**Comprising that portion of the Southeast Quarter of Section 23,
Township 20, Range 4 East, W.M., Pierce County, Washington,
hereinafter known as:**

"The Houston Road Annexation Area"

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Appendix to this Notice - Exhibits

Sumner City Council Resolution No. 1596	Exhibit	A
Annexation Petition	Exhibit	B
Declaration of Sufficiency from Assessor	Exhibit	C
Legal Description and Survey Map	Exhibit	D
Parcel Map	Exhibit	E
Assessor Quarter Section Map	Exhibit	F
Vicinity Map	Exhibit	G
Orthophoto map	Exhibit	H
Comprehensive Plan Designation Map	Exhibit	I
Proposed Zoning Map	Exhibit	J
Sewer Service Map	Exhibit	K
Water Purveyors Map	Exhibit	L
Topography Map	Exhibit	M
Annexation Properties Inventory – 07/19/21	Exhibit	N

I. SUMMARY

By this Notice, the City of Sumner, Washington formally declares its intent to annex an area referenced herein as "The Houston Road Annexation Area," a 12.67-acre area located north of SR410, east of SR167, west of Houston Road and Cannery Way, and south of Main Street, comprising a portion of the City's Urban Growth Area (UGA) north and west of existing corporate limits. The annexation area contains 18 parcels or portions of these parcels of varying sizes, primarily developed with commercial and commercial-industrial lands uses. Most have a land use designation of Light Industrial or General Commercial. Two parcels contain single family dwellings but have a Town Center designation, which is a mixed use (commercial-multifamily) designation.

The Houston Road Annexation request is being processed under the Direct Petition Method (i.e., sixty percent (60%) assessed valuation) authorized within RCW 35A.14. This Statute authorizes proceedings for annexation to begin upon the filing of a written notification of intent to commence an annexation process. Having received the legally sufficient notification of intent, the Sumner City Council passed Resolution No. 1596 authorizing circulation of annexation petitions in the Houston Road Annexation area. Since passage of Resolution No. 1596, the annexation proponents presented the City with a petition reflecting the signatures of parties who are the owners of the requisite sixty percent (60%) of the assessed valuation of the Annexation Area.

The annexation area is located within the City's established Urban Services Area and designated Urban Growth Area. The area is currently served by East Pierce Fire and Rescue, Pierce County Library District, Sumner-Bonney Lake School District, and is within the City's water and sanitary sewer service areas. The City's water and sewer utilities have sufficient capacity for the area. Therefore, the City is capable of providing services, and intends to serve the annexation area with water and sewer services once the area is annexed.

Based on the location and services available to the annexation area, the proposed annexation is consistent with the intent and purpose of the Growth Management Act, which reads in relevant part: "[i]n general, cities are the units of local government most appropriate to provide urban governmental services." RCW 36.70A.110(4). Accordingly, the City of Sumner seeks to fulfill its obligations and responsibilities under the Growth Management Act by extending its boundaries to include the Houston Road Annexation Area.

II. BACKGROUND AND MAPS

1. Proposed Action and Description of Area

By this Notice, the City of Sumner, Washington formally declares its intent to annex an area referenced herein as "The Houston Road Annexation Area" (**see Exhibit E**). This annexation is being processed under the Direct Petition (Assessed Valuation) Method authorized by RCW 35A.14, with property owners with 60% of the assessed valuation of the area signing a petition in support of annexation. This Statute authorizes proceedings for annexation to begin upon the filing of a written notification of intent to commence an annexation process from any initiating party or parties who are the owners of not less than ten percent of the assessed valuation of the area for which annexation is sought.

The City received a legally sufficient request in July 2021 to commence annexation proceedings from individuals who own in excess of ten percent (10%) of the assessed

valuation for this annexation area. Subsequently, the Sumner City Council passed Resolution No. 1596 on September 20, 2021, authorizing circulation of annexation petitions in the Houston Road Annexation area; and declaring the City Council's acceptance of the geographic area in the annexation. The Council, in the resolution, affirmed that it has already adopted zoning regulations for the annexation area, and that there is no current City indebtedness for which the proposed annexation would be required to assume per RCW 35A.14.120. Since the passage of Resolution No. 1596, the annexation proponents presented the City with petitions reflecting the signatures of parties who are the owners of the requisite sixty percent (60%) of the assessed valuation of the Annexation Area. On May 12, 2022 the Pierce County Assessor-Treasurer issued a declaration certifying that the petition bears the names and purported signatures of persons who are owners of at least 60% of the assessed value of the area proposed for annexation.

The Houston Road Annexation Area is situated within the City of Sumner's designated Urban Growth Area and Pierce County's overlapping Comprehensive Urban Growth Area. The annexation area is situated within the City's established Urban Services Area and the designated Urban Growth Area. The proposed annexation area is approximately 12.67 acres adjacent to the city limits, comprised of 18 parcels, located generally north of SR410, east of SR167, and south of Main Street, northwest of the existing corporate limits. Maps showing the general vicinity of the annexation area and an orthophotograph are attached to this report (**Exhibits G & H**). The annexation area consists of the following sub-areas:

- Subarea A: 10 parcels (approximately 6.8 acres) are located north of SR410, east of SR167, west of Houston Road, and south of Valley Avenue East. These have a Light Industrial land use designation in Sumner's Comprehensive Plan and are developed in commercial-industrial uses.
- Subarea B: 4 parcels (approximately .95 acres) are located north of SR410, east of SR167, west Cannery Way, and north of Valley Avenue East. Uses are commercial, single family, and vacant, and the parcels have a General Commercial designation.
- Subarea C: 2 narrow tax parcels located along the White (Stuck) River are owned by the City of Sumner and contain the Sumner Link Trail. The 2 remaining parcels (portions thereof) consist of approximately .86 acres located east of the White River, and west of Spinning Avenue. These are developed as single-family dwellings but have a Town Center (commercial/mixed use) land use designation. The two parcels are bisected by the city's corporate boundary. Including these parcels in the annexation proposal will create a logical city limit boundary.

2. Initial Resolution Accepting the Annexation Proposal and Copy of Petition for Annexation

Having received a legally sufficient request for annexation (i.e., a written notification from the owners of not less than ten percent of the assessed valuation for which annexation is sought), the Sumner City Council passed Resolution No. 1596 on September 20, 2021, authorizing circulation of annexation petitions in the Houston Road Annexation area; and declaring the City Council's acceptance of the geographic area in the annexation. Since passage of Resolution No. 1596, the annexation proponents presented the City with petitions reflecting the signatures of parties who are the owners of the requisite sixty percent (60%) of the assessed valuation of the Annexation Area. A copy of the resolution is included in the Appendix to this Notice and marked as **Exhibit A**. The Pierce County Assessor-Treasurer issued a Declaration, dated May 12, 2022 certifying that submitted petitions represent

owners of at least 60% of the annexation area's assessed valuation (**Exhibit C**). A true and correct copy of the annexation petition certified by the Pierce County Boundary Review Board and Assessor-Treasurer is included in the Appendix and marked as **Exhibit B**.

3. Environmental Review

Annexation actions are specifically exempt from the application of the State Environmental Policy Act (RCW 43.21C.222). As part of the City's annual Comprehensive Plan amendment process in 2020, a *portion* of the annexation area was evaluated in the Draft and Final Supplemental Environmental Impact Statement (SEIS) for the City of Sumner Comprehensive Plan Update, prepared in 2020. As part of this annual Plan update, the annexation proponent received approval for a privately initiated Comprehensive Plan map amendment (File #MA-01) to redesignate 14 parcels, 10 of which comprise Subarea A of the annexation area, from a General Commercial designation to a Light Industrial land use designation. The SEIS addressed future land use and services within the city for various proposed Comprehensive Plan amendments, which included the proposed designation change in Subarea A. There are no other known environmental reviews of the area. Environmental review and Comprehensive Plan designations and proposed Zoning are discussed in sections below.

At the time of future development or redevelopment, proposals will be evaluated under project-specific SEPA environmental review where applicable, which may include analyses such as a Traffic Impact Analysis, public safety improvements and any other design upgrades to comply with applicable City of Sumner codes.

4. Legal Description

Enclosed is a copy of the legal description and survey for the proposed annexation prepared by Parametrix (**Exhibit D**). The legal description was submitted to the County as a part of the County's Determination of Sufficiency process, and was reviewed for accuracy by County staff.

5. Maps

Included in this Notice of Intent is an Assessor quarter section map(s) that covers this annexation area, as well as other maps required for this report. All maps are included as exhibits attached to this report (refer to Appendix – Exhibits).

III. FACTORS THE BOARD MUST CONSIDER

1. Background

RCW 35A.14.200 specifies the factors to be considered by the Board. These factors are listed below and discussed in subsequent sections.

- 1) "The immediate and prospective population of the area proposed to be annexed, the configuration of the area, land use and land uses, comprehensive use plans and zoning, per capita assessed valuation, topography, natural boundaries and drainage basins, the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years, location and coordination of community facilities and services; and

- 2) The need for municipal services and the available municipal services, effect of ordinances and governmental codes, regulations and resolutions on existing uses, present cost and adequacy of governmental services and controls, the probable future needs for such services and controls, the probable effect of the annexation proposal or alternatives on cost and adequacy of services and controls in area and adjacent area, the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units; and
- 3) The effect of the annexation proposal or alternatives on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the county.”

Further, per RCW 35A.14.200, “The county annexation review board shall determine whether the proposed annexation would be in the public interest and for the public welfare.”

2. Population

The annexation area consists of approximately 12.67 acres. This area is a mix of primarily commercial and industrial uses, with 3 parcels having single family residential uses. The City’s total population in the 2020 estimate by the Washington State Office of Financial Management is approximately 10,700 individuals. The annexation will slightly increase the total City population, as further described below. Anticipated population depends on the land use designation Sumner has assigned to each area.

In Subarea A (west of the river, south of Valley Avenue), existing industrial/commercial uses indicate that there are no residences there. Once annexed with a Light Industrial designation, residential uses will not be allowed in that zone. Therefore, it is assumed that the area will contribute no additional residents to the city.

Subarea B (west of the river, north of Valley Avenue) has a General Commercial designation, where residential uses are allowed in a mixed-use development. The maximum density allowed under Sumner code is 25 dwelling units per acre (du/ac). Given that the commercial area comprises approximately .95 acres, it could see at most approximately 23 additional units. Assuming 2.41 people per household* redevelopment here could yield at most 55 additional persons.

Subarea C has a Town Center designation. The 2 residential parcels that have unincorporated portions could redevelop under the Town Center plan zoning. With approximately .83 acres, the undeveloped/unincorporated portions of the residential parcels could be developed into 6-story multifamily uses with approximately 50 units total. This could result in a future population of approximately 90-100 persons. Actual development constraints will likely result in much fewer units/persons.

Upon annexation, the population change is likely to be negligible in the near term, given existing development patterns and land use designations. As the area redevelops over the long term, at most, a rough estimate of the population change is an increase of approximately 100-150 persons. Unincorporated areas adjacent to the annexation have a Pierce County designation of Moderate Density Single Family (MSF) and are developed in single family and small commercial uses. Therefore, the adjacent county area is unlikely to see significant population increases. The incorporated (Sumner) area adjacent to the annexation area has land use designations where high density residential uses and commercial services are allowed. Based on this, the annexation area is a logical area to incorporate into the city.

** Based on Sumner household size of 2.41 persons in 2020. (Source: ESRI Business Analyst (household size, households); ACS 2014-2018; OFM; BERK 2020 Sumner Comprehensive Plan and Zoning Amendments 2020.) Estimates from PSRC in VISION 2050, project that household sizes in Pierce County and its cities will decline to 2.38 in 2044.*

3. Topography and Natural Boundaries

The annexation area is located on the valley floor, immediately northwest of the White (Stuck) River. Areas of incorporated Sumner are also located on this side of the river. The annexation area is bounded by the railroad tracks, SR167 and SR410 rights-of-way, and boundaries follow parcel boundaries and rights-of-way. The terrain in this area is relatively flat, and all parcels are directly accessible from arterials and collectors.

Portions of the annexation area are located within the 200-foot shoreline jurisdiction, but developable areas appear to be outside of the 50-foot protected Urban Environment buffer (see Land Use section below). Part of Subarea A and all of Subarea C are mapped on City and County floodplain maps as being located within the 100-year floodplain (FEMA 2017). Future development/redevelopment of these parcels will be required to address floodplain regulations or provide new data on location of base flood elevation.

4. Land Use

As noted above, the annexation area consists of a mix of industrial and commercial development, a few residential uses, and vacant parcels. Access to the area is from Valley Avenue East and Cannery Way/Houston Road. Proposed zoning upon annexation would maintain the current industrial, commercial and mixed-use designations, and City of Sumner regulations would apply. The annexation area is relatively underdeveloped, therefore many of the parcels are expected to redevelop to expand commercial and industrial uses, and/or redevelop to more intensive residential uses in the future (see Comprehensive Plans and Zoning section below). Annexation would allow this type of redevelopment and growth that is not currently allowed under the Pierce County land use designations and regulations. Further, the annexation would correct a problem with the city limits boundary that affects development. The current city limit line bisects several parcels, development sites and even a building. Upon annexation, these development sites would fall under one jurisdiction and gain certainty as to which development regulations apply.

5. Comprehensive Plans and Zoning

Pierce County Comprehensive Plan. The area in question is located within the Comprehensive Urban Growth Area (CUGA). The entire annexation area and adjacent unincorporated areas are currently designated Moderate Density Single Family (MSF) in Pierce County, which does not allow industrial or commercial uses. The annexation area is not within an adopted Pierce County Neighborhood Plan Area. The annexation area is located entirely within the City of Sumner's sanitary sewer and water service areas.

City of Sumner Comprehensive Plan. The City's adopted Comprehensive Plan includes an Urban Growth Area that includes the annexation area; this UGA has been previously approved by Pierce County. The Comprehensive Plan also contains a Capital Facilities Plan element which details a financing strategy for providing urban services within the City and

its UGA at locally adopted level of service standards. Fire service will continue to be provided by East Pierce Fire & Rescue; library service will continue to be provided by Pierce County Library District. The City will be the primary provider of all other services for this annexation.

City of Sumner Zoning: In City Resolution No. 1596, the City Council adopted zoning for the annexation area consistent with the area's Comprehensive Plan Designations, which are Light Industrial and General Commercial west of the river, and Town Center Plan area east of the river (see **Exhibits I and J**). This zoning would become effective upon annexation. Future development/redevelopment of the parcels would be subject to the Sumner Municipal Code, including development standards in the Sumner Zoning Code.

City of Sumner Shoreline Environments:

Portions of the annexation area are located within the 200-foot shoreline jurisdiction along the White (Stuck) River. The Pierce County Shoreline Master Program applies to some portions of the annexation area, while the Sumner Shoreline Master Program (SMP) applies to other portions. The status of the different subareas is described below.

Subarea A: This subarea west of the river (10 parcels) falls under County shoreline jurisdiction. It is assigned a High Intensity Shoreline Environment Designation (SED). The High Intensity SED applies to areas that currently support high-intensity uses.

Subarea B: This subarea (4 parcels) west of the river and north of Valley Avenue is outside of the shoreline jurisdiction.

Subarea C: The subarea located east of the river (4 parcels) falls under the Sumner SMP, as established by both the County and the City. It is currently designated in the Sumner SMP as "Urban Shoreline Environment," with a 50-foot shoreline buffer.

The Sumner SMP (adopted 2004, updated 2020) established the shoreline environment designations (SED) for the entire annexation area. Table 4-4 "Urban Designation Description" in the SMP designates as Urban Environment: 1) the left (east) bank of the river from SR410 to the Union Pacific Railroad Bridge, and 2) the right (west) bank of the river from SR410 to the Bridge Street (Cannery Way) Bridge. This description covers all of the annexation area within the shoreline jurisdiction. Based on Table 4-4 in the SMP, the Urban SED and 50-foot buffer will be applied to the annexation area upon annexation. This will be consistent with the adopted Sumner SMP. Further, all of the incorporated parcels abutting the annexation parcels currently have the same Urban SED.

For Subarea A, the Sumner SMP maps will need to be updated after annexation to show that the area has changed from County to City jurisdiction. The SMP update is subject to approval by the Washington Department of Ecology and must demonstrate consistency with the criteria set forth in WAC 173-26.

6. Revenues/Expenditures

The current assessed valuation of the area is approximately \$5,400,000, based on the annexation properties inventory from July 19, 2021 submitted by the applicant (**Exhibit N**).

Water and Sanitary Sewer Extensions: The annexation area is within the City's sewer and water service area; however, mains currently do not extend to all properties in the area. Following annexation, the City will extend services based upon adopted capital improvement plans relative to development demand. Specific costs will be determined

based upon specific extension scenarios.

Fire District: The annexation area is currently serviced by East Pierce Fire and Rescue. Once the area is annexed, it will continue to be serviced by East Pierce Fire & Rescue, with no anticipated changes in district revenues/expenditures.

School District: The annexation area is, and will continue to be within School District #320, the Sumner-Bonney Lake School District.

Library District: The area is currently within the Pierce County Library system and will continue to be part of that library district upon annexation. Therefore, no change is anticipated in district revenues due to the annexation.

Other Services Revenues/Expenditures: Upon annexation, the City of Sumner will have responsibility for providing other municipal services to the annexation area, including police, public works and community services. These functions are primarily funded through the General Fund of the City. Based on the relatively low anticipated population in the annexation area (see population section above), City operating departments (e.g. administration, finance, legal, community development) are projected to be able to adequately accommodate the proposed annexation.

Property tax revenues:

Based upon the current taxable valuation of the annexation area, approximately \$5,400,000 (2021), estimated property tax revenues increased/reduced* would be as follows:

- City of Sumner: Rate: 0.994156 = increase of \$5,400 per year
- Pierce County: Rate: 0.846408 = decrease of \$4,570 per year.

* Source: 2022 Levy Rates & Taxes Table, Pierce County Assessor-Treasurer

7. Services

A. Water & Sanitary Sewer

The proposed annexation area is within the City of Sumner's water and sanitary sewer service areas. Sumner is also identified as the water purveyor for the area in the Pierce County GIS data. There are available water mains located in Houston Road/Cannery Way and in the Valley Avenue rights-of-way. There is a sewer force main line extending down Cannery Way/Valley Avenue. East of the river, City water and sewer lines are located close to the portions of parcels to be annexed (see **Exhibits K and L**). The City will allow connection to these service lines for redevelopment. All properties will be required to connect to the City sanitary sewer system. While the annexation area is within Sumner service districts, some parcels in the annexation area currently utilize private wells or private water systems and septic systems. Developers of some parcels within the annexation area, including properties in the far northwest corner of the annexation area located along Valley Avenue and properties located along Houston Road, may be required to extend water and sewer mains at the time of development or expansion.

Sumner's water and sewer systems both have the capacity and are capable of being extended to serve parcels within the annexation area to address future development in this area. The City plans to serve the annexation area with water and sewer services once the area is annexed.

B. Fire Service

The area is currently served by East Pierce Fire and Rescue which also provides the City's fire service. Upon annexation, the area will continue to be served by East Pierce Fire and Rescue. The level of service for response time, established in Sumner's 2020 Comprehensive Plan Capital Facilities element is: First-due response units arrive at fire and emergency medical incidents in urban areas within 5 minutes to the 90th percentile; and a capable response force arrives at emergency incidents within 10 minutes to the 90th percentile.* Parcels in the annexation area are located approximately .5 mile to 1 mile from Fire Station 113 in downtown Sumner. With a population gain of 7 persons in the immediate future and up to 100 persons in the distant future, fire service to the annexation area is expected to be adequate.

* *Source: Policy 1.3.1 and Policy 1.3.2 Sumner 2020 Comprehensive Plan*

C. Police Service

The Sumner Police Department currently responds to calls in the area and will continue to serve the area upon annexation. The level of service for police services, established in Sumner's 2020 Comprehensive Plan Capital Facilities element is:

- Maintain a ratio of 2 commissioned officers per 1,000 population.
- Establish and maintain a ratio of not less than 1 commissioned patrol officer for every 1000 calls for service per year.
- Provide 1 sergeant for every 6-7 commissioned patrol officers.
- Provide and maintain 1 detective position at a ratio of 1/400 part A offenses.*

* *Source: Policy 1.2.1 Sumner 2020 Comprehensive Plan*

The projected population for the annexation area is approximately 7 persons upon annexation, with the potential for redevelopment to approximately 100 persons in the distant future (see Population section assumptions above). Based on this relatively small population increase over time, it is anticipated that the Sumner Police Department has the capacity to serve the annexation area.

D. Other Services

The City of Sumner contracts with DM Disposal for waste collection. DM Disposal already provides service to this area, so there would be no change in service levels. Puget Sound Energy would continue to provide electrical and gas service, while cable television service would remain with existing providers (e.g. Comcast, etc.). The City is within the Pierce County Library District, which provides all Sumner residents with library services. The City owns and operates the wastewater treatment plant located in Sumner, which serves Sumner and Bonney Lake. The City also operates its own parks system. The closest City-owned park facilities are approximately .4 miles to .6 miles away in downtown Sumner, and the regional Sumner Link Trail is approximately .65 miles away. Other parks and sports fields exist throughout the city in relatively close proximity to the annexation area.

As noted above, the City will assume services for basic City operations and administrative services. The current level of service for City facilities and buildings is:

- General Government 1.13 s.f./capita

- Police 0.44 s.f./capita
- City Shops (buildings only) 1.8 s.f./capita.

* *Source: Policy 1.5.1 Sumner 2020 Comprehensive Plan*

The annexation area is located one-half to one mile from City Hall government services and police department, library, parks and schools in Sumner; therefore, services are available nearby. Based on the projected population for the area, it is anticipated that the City can continue providing services to the annexation area at the same level of service.

Pursuant to RCW 35A.14.801(6), notification will be provided by certified mail or electronic means, of the annexation and a list of annexed parcel numbers and the street address to the county treasurer and assessor, to the light and power businesses and gas distribution businesses, and to the fire district and library district, at least sixty days before the effective date of the annexation.

E. Service delivery delays

All City services will be available immediately upon annexation.

F. Adequacy, cost or rates of services

As stated above, several parcels in this annexation area are currently on septic service or well water; therefore, future extensions would be necessary to provide City sewer and water services. At the time of service extension, the lots connecting to the sewer and water system will help pay for the cost of expansion through payment of a system development charge (SDC). In addition to sewer and water SDCs, any building permits issued after this annexation action would be subject to City park, school, fire, stormwater drainage, and transportation (traffic) impact fees, which are exacted at time of building permit issuance. Transportation impact fees are based on p.m. peak hour trips generated, based on specific use, and based on the transportation district. The annexation area west of the river currently is assigned to District 3, which includes primarily non-residential areas, commercial areas and Sumner's industrial zones. The annexation area east of the river currently is assigned to District 1, the high-density Town Center Plan area.

Given that the future zoning of the area will be light industrial, commercial, and multifamily mixed use, SDCs can be roughly estimated for future development for those uses. The approximate cost range of typical SDC and impact fees for new development permits in 2022 are shown below.* Note these are generalized fee ranges for general categories of uses, not calculated nor site-based.

- School: \$2000/unit (multifamily)
- Parks: \$2600/unit (multifamily); \$700-\$1500 per 1,000 s.f. (industrial to commercial)
- Fire: \$80/unit (residential); \$30/employee (commercial/industrial)
- Sewer: \$4,000-6800/unit or per 1,000 s.f. (multifamily to mixed use); \$540-\$6800 per 1,000 s.f. (general industrial to general retail)
- Stormwater: \$2600/unit (multifamily); \$3300 per 3100 s.f. impervious area (others)

- Water: \$5100/unit (multifamily); \$23,800/acre (industrial); or based on meter size: \$170,000-\$340,000 for 4"-6" meter for (general commercial)
- Traffic: Based on ITE land use code, ITE pm peak hour trips and reductions shown in Sumner Permit Fee Schedule, typical examples are:
 - District 1** (east of river):
 - Multifamily-mixed Use: \$730-890/unit
 - General light industrial: \$1700 per 1,000 s.f.
 - General office: \$2300 per 1,000 s.f.
 - General commercial \$2200-5900 per 1,000 s.f.
 - High-traffic commercial: \$34,000-50,000 per 1,000 s.f.
 - District 3** (west of river):
 - Multifamily-mixed Use: \$1200-1500/unit
 - General light industrial: \$3000 per 1,000 s.f.
 - General office: \$4200 per 1,000 s.f.
 - General commercial: \$3900-10,500 per 1,000 s.f.
 - High-traffic commercial: \$59,000-88,000 per 1,000 s.f.

* Source: City of Sumner Permit Fee Schedule October 2021-September 2022

Ratepayers within the City's system are charged for water/sewer services via monthly bills for services. These charges also help defray the cost of the treatment plant maintenance. Approximate current rates are listed below.*

- Water: Based on flow per 100 cu.ft.: \$2 low water usage to \$1,970 larger customers with irrigation.
- Stormwater disposal: Based on s.f. of impervious area: \$17 per 3100 s.f.
- Sewer: Based on water flow: \$9 to \$59 per 100 cu.ft. (single family) to \$50-\$59 per 100 cu.ft. (other uses).
- Fire flow: Based on building size over 5,000 s.f.: \$1.70 per 1,000 s.f.
- Landfill services: Properties are required to have solid waste disposal, but fees are not paid directly to DM Disposal.

A few properties within the annexation area already are in the City utility system for certain services. Some of these parcels might have their own a septic system but pay the City for water, storm, etc. The following addresses are currently billed for City utilities: 13401 Valley Avenue East (water, storm), 13223 Houston Road East (water), 13105 Houston Road East (water), 401 State Street (all), and 910 Spinning Avenue (all).

* Source: City of Sumner Finance Department June 2022

IV. OBJECTIVES OF THE BOUNDARY REVIEW BOARD (RCW 36.93.189)

1. Preservation of natural neighborhoods and communities

The proposed annexation area is approximately 12.67 acres, bounded by existing city corporate limits to the south, north and east. The annexation area is also bounded by the railroad tracks, SR167 and SR410 rights-of-way, which creates a logical neighborhood boundary. The area is also closer to downtown Sumner than any other urban area or downtown, creating an extension of the downtown neighborhood. Portions

of parcels on the east side of the river will become a part of the Town Center mixed use neighborhood like surrounding parcels, instead of being bisected from the Town Center neighborhood by city limit lines and county zoning. The annexation area west of the river is a mix of primarily commercial and industrial uses, and the post-annexation zoning will preserve the pattern of existing uses. Both sides of the river in this area contain adjacent parcels that are already within city limits. Based on these characteristics, the proposed annexation preserves natural neighborhoods in the area.

2. Use of physical boundaries, including but not limited to bodies of water, highways, and land contours

The boundaries of the annexation area follow physical boundaries, such as adjacent roads, highways and railroad tracks. The area is entirely located on the valley floor, with generally level land contours, adjacent to incorporated areas of Sumner also located on the valley floor. Current city limit lines do not follow logical physical boundaries; the annexation will create a more logical corporate boundary.

3. Creation and preservation of logical service areas

As noted above, the annexation area is located within the City of Sumner's Urban Growth Area (UGA) and its water and sanitary sewer service areas. The area is currently served by the same fire district, school district, and library district that will provide services following annexation. The area is also located closer to City police protection administrative services, and other City services than such comparable services within unincorporated Pierce County. Based on this, the proposed annexation creates a more logical service area than the existing unincorporated area.

4. Prevention of abnormally irregular boundaries

The annexation is a logical extension of the City of Sumner within its defined UGA. The proposed annexation area will correct the existing boundary that is illogical in some locations and that bisects parcels and buildings in other instances.

5. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated areas.

This area is located within the City of Sumner UGA and is not contested by another municipality. Given its configuration, it would not be feasible for separate incorporation.

6. Dissolution of inactive special purpose districts.

There are no known inactive special purpose districts in the area. As noted above, upon annexation the area will continue to be served by active districts currently providing services.

7. Adjustment of impractical boundaries.

The proposed annexation area will correct the existing boundary that does not follow practical boundaries or natural boundaries in some locations and that bisects parcels and buildings in other instances.

8. Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character.

The entire annexation area is currently zoned for urban uses by Pierce County, and is developed in industrial, commercial and residential uses. Such uses are consistent with the urban uses in adjacent areas of the City of Sumner. Therefore, it is appropriate for the area to be annexed to the City which is urban in character.

9. Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

This entire annexation area is currently zoned for urban uses by Pierce County. Most of the area is developed in industrial and commercial uses, with some residential uses. There are no areas in the annexation area that are in active agricultural production, nor are they suitable for agricultural production.

DRAFT

**ORDINANCE NO. 2832
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON PROVIDING FOR THE ANNEXATION OF CERTAIN REAL
PROPERTY COMMONLY KNOWN AS THE HOUSTON ROAD ANNEXATION
AREA.**

WHEREAS, the Houston Road Annexation Area consists of 18 parcels within approximately 12.67 acres of unincorporated Pierce County contiguous to the City of Sumner and is generally located west of Houston Road and Valley Avenue East/Cannery Way, with a portion of the annexation area located east of Houston Road and the White River; and is described in more detail in Exhibit A and Exhibit B incorporated herein; and

WHEREAS, the Houston Road Annexation Area is situated within the City of Sumner's Urban Growth Area; and

WHEREAS, pursuant to RCW 35A.14.120, proceedings for initiating annexation of unincorporated territory to a noncharter code city may be commenced by the filing of an intent to petition by property owners constituting at least ten percent (10%) of the assessed valuation of the territory proposed to be annexed ("Initiating Party"); and

WHEREAS, the property at issue in this ordinance, commonly known as the "Houston Road Annexation Area," has been processed under the assessed valuation petition method of annexation; and

WHEREAS, having received a legally sufficient request to commence annexation proceedings from individuals whose ownership represents in excess of ten percent (10%) of the assessed valuation of the Houston Road Annexation Area, the Sumner City Council adopted Resolution No. 1596, authorizing the circulation of an annexation petition in the Houston Road Annexation Area and accepting the geographic area of the proposed annexation; and

WHEREAS, following passage of Resolution No. 1596, the Initiating Party presented the City with a petition reflecting the signatures of parties whose ownership represents more than sixty percent (60%) of the assessed valuation of the Houston Road Annexation Area; and

WHEREAS, on May 12, 2022, the Pierce County Assessor-Treasurer officially certified the sufficiency of the petition filed in the Houston Road Annexation Area, finding that the parties signing the petitions did own at least sixty-percent (60%) of the proposed annexation area; and

WHEREAS, through the existing comprehensive plan designations for the Houston Road Annexation Area, the City Council already adopted zoning regulations for the proposed area; and

WHEREAS, the Sumner Shoreline Master Program has established an Urban Shoreline Environment Designation for all of the annexation area within the State 200-foot shoreline jurisdiction; and

WHEREAS, City services are adequate and available to support the area upon annexation; and

WHEREAS, no interested parties invoked jurisdiction of the Boundary Review Board and challenged the proposed annexation within forty-five (45) days of the City submitting appropriate notice; and

WHEREAS, the City Council held a duly noticed public hearing on the subject of this ordinance on August 1, 2022; and

WHEREAS, the City Council has heard all persons wishing to be heard and finds that all statutory requirements have been satisfied in order to accomplish the proposed annexation;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER DO ORDAIN AS FOLLOWS:

Section 1. Annexation of the Houston Road Annexation Area. The real property known as the proposed Houston Road Annexation Area, which is more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by this reference as if set forth in full, is hereby annexed to and made a part of the City of Sumner.

Section 2. Assumption of Existing City Indebtedness. Upon annexation, pursuant to the terms of the annexation petition and consistent with Resolution No. 1596, all property within the proposed Houston Road Annexation Area shall be assessed and taxed at the same rate and on the same basis as other property within the City of Sumner including assessments or taxes in payment of all or any portion of the outstanding indebtedness of the City, incurred prior to, or existing on the date of annexation, if any.

Section 3. Zoning for Annexation Area. The property annexed by this ordinance shall be zoned consistent with the existing comprehensive plan designations for the Houston Road Annexation Area; and the Sumner Shoreline Master Program Urban Shoreline Environment Designation will be applied to the area upon annexation, subject to final approval by the Washington State Department of Ecology.

Section 4. Duties of the City Clerk. Upon passage of this annexation ordinance, the City Clerk is directed to file a certified copy of such document with the Pierce County Boundary Review Board. The Clerk is further directed to file a certificate of annexation with the State Office of Financial Management as directed by RCW 35A.14.700 and a Notice of Annexation with the Pierce County Assessor's Office.

Section 5. Contemporaneous Updates. The City's Comprehensive Plan and zoning map are hereby amended to conform to the annexation approved in this ordinance.

Section 6. Amendment to SMC Section 1.08. Consistent with the approval granted above, Sumner Municipal Code Chapter 1.08 “City Limits” shall be updated accordingly to include the legal description of the Houston Road Annexation Area.

Section 7. Severability - Construction. (1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction such decision shall not affect the validity of the remaining portions of this ordinance. (2) If the provisions of this ordinance are found to be inconsistent with the other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 8. Effective Date. This Ordinance, being the exercise of a power specifically delegated to the legislative body of the City of Sumner, is not subject to referendum, and shall take effect and be in force five (5) days after its approval and publication, as provided by law, or upon approval by the Pierce County Boundary Review Board, whichever shall be later.

Section 9. 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 ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council of the City of Sumner, Washington, on this 6th day of September, 2022.

Kathy Hayden
Mayor

Approved as to form:

Attest:

Andrea Marquez
City Attorney

Michelle Converse
City Clerk

Published:

EXHIBIT A
MAP AREA

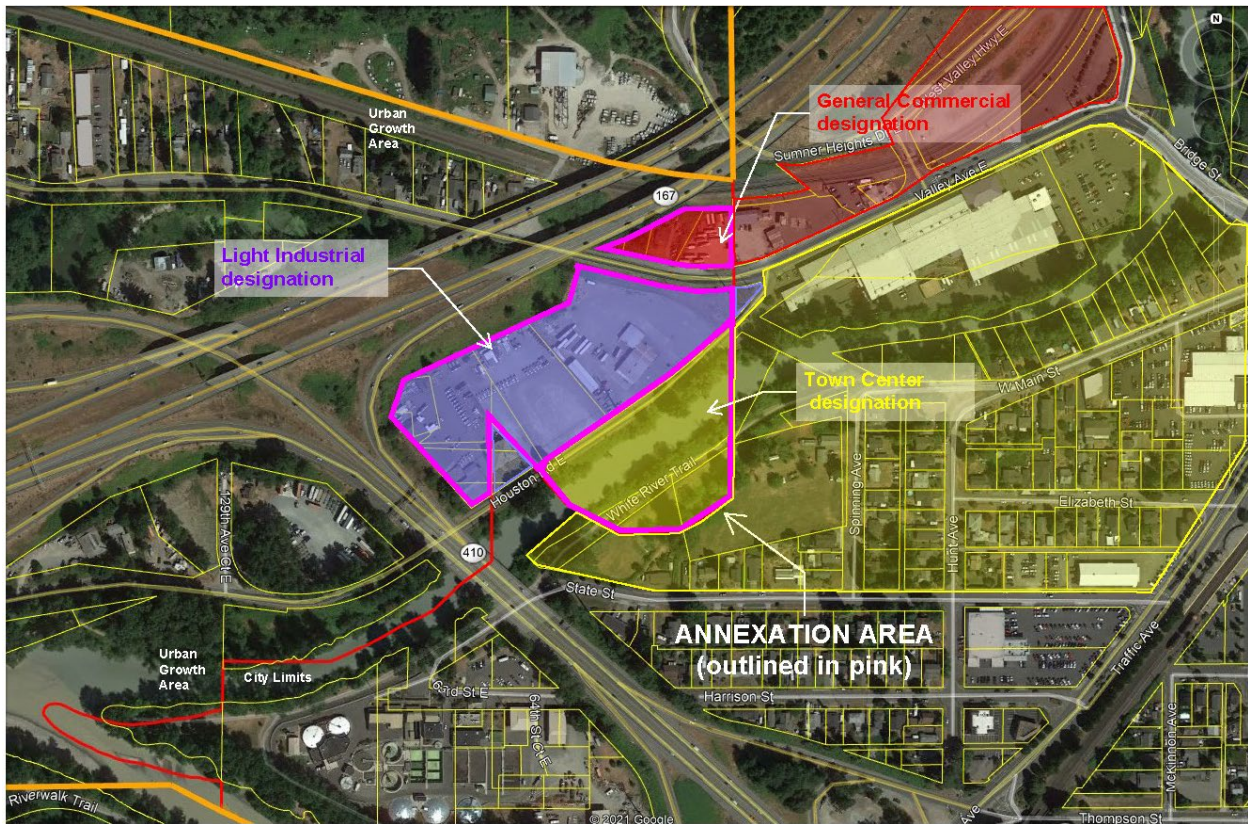


EXHIBIT B

ANNEXATION LEGAL DESCRIPTIONS

LEGAL DESCRIPTION

PROPOSED ANNEXATION TO THE CITY OF SUMNER

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 01°33'26" WEST, ALONG THE EAST LINE OF SAID SECTION 23, ALSO BEING THE EXISTING WEST LINE OF THE SUMNER CITY LIMITS, ESTABLISHED BY ORDINANCE 311, 558.1 FEET MORE OR LESS, TO THE ORIGINAL CITY LIMITS OF SUMNER AS ESTABLISHED BY ELECTION ON JANUARY 27, 1891; THENCE ALONG SAID ESTABLISHED CITY LIMITS SOUTH 51°44'26" WEST, 166.25 FEET; THENCE SOUTH 86°14'26" WEST, 174.40 FEET; THENCE NORTH 63°45'34" WEST 174.60 FEET; THENCE NORTH 42°45'34" WEST, 307.85 FEET MORE OR LESS, TO THE CENTERLINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, SAID TOWNSHIP AND RANGE; THENCE SOUTHERLY ALONG SAID CENTERLINE, SOUTH 0°39'20" WEST 176.1 FEET MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF HOUSTON ROAD; THENCE SOUTH 57°43'48" WEST ALONG SAID RIGHT OF WAY LINE, 46.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE SR 410 A-19 LINE, OPPOSITE APPROXIMATE HIGHWAY ENGINEER'S STATION 50+02.2, AS SHOWN PER WASHINGTON STATE HIGHWAY COMMISSION RIGHT OF WAY PLAN FOR SR 167, JCT. SR 161 TO JCT. SR 410, DATED MAY 23, 1968, SHEET 7; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 41°35'05" WEST, 338.89 FEET TO A POINT OPPOSITE A-19 STATION 34+50; THENCE NORTH 18°50'44" EAST, 98.08 FEET TO INTERSECT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SR 167, OPPOSITE CENTERLINE STATION 399+50, PER THE AFORESAID RIGHT OF WAY PLAN; THENCE NORTH 64°11'29" EAST ALONG SAID RIGHT OF WAY LINE, 506.58 FEET TO A POINT OPPOSITE SR 167 CENTERLINE STATION 404+55; THENCE NORTH 20°00'00" EAST, 126.41 FEET TO A POINT OPPOSITE SR 167 CENTERLINE STATION 405+38.4; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF SR 167 AS SHOWN PER WASHINGTON STATE HIGHWAY COMMISSION RIGHT OF WAY PLAN FOR SR 167, JCT. SR 410 TO KING COUNTY LINE, DATED MAY 1, 1969, SHEET 3, THENCE NORTH 63°03'29" EAST ALONG SAID RIGHT OF WAY LINE OF SR 167, 101.36 FEET TO A POINT OPPOSITE CENTERLINE STATION 406+39.26, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 21°16'47" WEST, 2315 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°34'56", AN ARC DISTANCE OF 225.55 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO MILWAUKEE & ST. PAUL RAILROAD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 1°54'37" EAST, 1,323.57 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'16", AN ARC DISTANCE OF 131.39 FEET TO INTERSECT THE EXISTING WEST LINE OF THE SUMNER CITY LIMITS ON THE EAST LINE OF SAID SECTION 23; THENCE SOUTH 01°33'26" WEST ALONG SAID SECTION LINE, 255.77 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 551,693

SQUARE FEET (12.67) MORE OR LESS.

SUBJECT: BusUp Master Services Agreement - MIC Transit

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$142,500

Within Budget Allocation: Yes

ATTACHMENTS:

1. Master Service Agreement

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The motion authorizes the Mayor to enter into a contract with BusUp, Inc. to operate and manage a micro-transit system that would serve the City of Sumner Manufacturing/ Industrial Center and the employees in this area. The employers will pay the fare for the employees and this money will go toward offsetting the costs to the City. The fee for the initial 6 month pilot project will be \$60,000 (\$10,000 per month) and the following 6 months will be for \$82,500 (\$13,750 per month). The City will monitor the success of the program and can terminate service if ridership is insufficient.

COUNCIL COMMITTEE/STUDY SESSION: CD Committee

MEETING/STUDY SESSION DATE: 8/24/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the Mayor to enter into an agreement substantially in the form of the attached, with BusUp, Inc. to provide micro-transit service in the City of Sumner, together with any other agreements required to begin the transit pilot program.

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into effective as of the last day of authorized signature below (the “**Effective Date**”), by and between BusUp USA Mobility Inc., Delaware Corporation (“**BusUp**”), and City of Sumner. (“**Customer**”). BusUp and Customer are hereinafter sometimes collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

WHEREAS, Customer has requested that BusUp provide certain transportation management services in accordance with the terms and conditions of this Agreement and BusUp has agreed to provide such services for Customer, and the City of Sumner public.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 SERVICES; OBLIGATIONS

Section 1.01 Services.

(a) *Services Generally.* On the terms and subject to the conditions set forth in this Agreement, BusUp shall provide to Customer assistance in developing, managing and administering a shuttle program by, among other services, selecting and managing bus operators (“**Services**”) set forth on any service order substantially in the form of Exhibit A attached hereto (“**Service Order**”). Bus operators shall be duly licensed by the State of Washington Utilities and Transportation Commission. From time to time, Customer and BusUp may execute a Service Order for a Customer Route. Each Service Order (i) shall be in writing, dated and executed by both Parties, (ii) shall set forth, among other things, a description of the Services to be provided, the time period during which the Services will be provided (the “**Service Term**”), Customer Routes in respect of which such Services are to be provided, the fees for such Services (the “**Service Fees**”), and any other terms applicable thereto and agreed to by the Parties, and (iii) shall be attached hereto, shall refer to this Agreement, will be subject to the terms and conditions contained herein and, unless specifically stated to the contrary, shall be incorporated herein by reference. In the event of a conflict between the terms of a Service Order and this Agreement, the terms of this Agreement shall prevail, unless it is expressly stated in the Service Order that a specific provision supersedes the relevant provision in the body of this Agreement. Upon execution thereof by the Parties, subject to Customer’s compliance with the terms of this Agreement, BusUp will perform the Services specified in each Service Order in accordance with the terms and conditions of this Agreement and of each Service Order.

(b) *Standard of Performance.* The Services shall be provided (i) in accordance with the terms and subject to the conditions set forth in the respective Service Order and this Agreement; (ii) using personnel of required skill, experience and qualifications; and (iii) in accordance with generally recognized industry standards in BusUp’s field of business.

(c) *Additional Services.* In the event that the Parties determine that additional transportation services should be included in the Services (such additional services, the “**Additional Services**”), the Parties shall negotiate in good faith to add such Additional Services as an additional Service Order (or to amend an existing Service Order); *provided, however*, nothing in this Section 1.01(c) shall create any obligation for BusUp to provide any such Additional Services unless the Parties mutually agree to execute a new Service Order (or amend an existing Service Order) for the provision of the Additional Services. Upon the Parties’ execution of a new Service Order (or of an amendment to an existing Service Order) for the provision of the Additional Services, such Additional Services shall become Services for all purposes under this Agreement.

(d) *BusUp Equipment.* Equipment, systems, assets and software owned and used by BusUp in connection with the provision of Services hereunder (collectively, the “**BusUp Equipment**”) will remain the

property of BusUp and, except as otherwise provided in this Agreement, will at all times be under the sole direction and control of BusUp. Nothing in this agreement shall be construed as obligating BusUp to own or operate any motor vehicle equipment, it being understood that all such equipment shall be provided by passenger carriers engaged by BusUp.

(e) Each Customer Rider who desires to use Services must first register on the BusUp Platform and accept BusUp's Terms of Service. The failure of the Customer Rider to use the Customer Rider's email address, or otherwise to register as a Customer Rider in accordance with BusUp's policies and procedures, may result in the Customer Rider not obtaining the full benefit of the Services.

In case the any Customer Rider is registered on the BusUp Platform by the BusUp's team or the Customer's team, the Customer shall accept the BusUp's Terms of Service on behalf of their Customer Riders and ensure that it has sufficient powers to do so.

Section 1.02 BusUp Obligations. BusUp shall:

(a) Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**BusUp Contract Manager**"), with such designation to remain in force unless and until a successor BusUp Contract Manager is appointed, in BusUp's reasonable discretion; *provided* that BusUp may appoint an authorized representative in any Service Order to serve as the primary point of contact for communication, issue escalation, and administration of the Services covered by such Service Order;

(b) Comply with Applicable Law in providing the Services, including compliance with all applicable permits, licenses, certifications, and other authorizations and approvals applicable to the Services rendered;

(c) Punctually and diligently comply with the Clauses set forth in this Agreement;

(d) Configure the Customer Routes in the BusUp Platform; provide reservation landing page to client.

(e) Provide technological and logistical support to the users of the corresponding transport services hired;

(f) Undertake reasonable efforts to solve any technological issues that may arise in respect of the BusUp Platform;

(g) Make available all the necessary content (images, texts, videos, etc.) for the correct promotion of the Services by the Customer; and

(h) Provide support to the management of the transport operation, including the creation of the Customer Routes, the hiring of duly qualified Operators and the coordination of such transport services.

Section 1.03 Customer Obligations. Customer shall:

(a) designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed, in Customer's reasonable discretion; *provided* that Customer may appoint an authorized representative in any Service Order to serve as the primary point of contact for communication, issue escalation, and administration of the Services covered by such Service Order; and

(b) punctually and diligently comply with the Clauses set forth in this Agreement;

(c) cooperate with BusUp in its performance of the Services and provide access to Customer's premises and employees as reasonably required to enable BusUp to provide the Services to the City of Sumner community;

- (d) Inform BusUp of any technical problem in respect of the Services as soon as it becomes aware of it.
- (e) Not attempt to modify or reverse engineer the Services, not use the Services to store any data or information that is unlawful nor access or use (or permit a third party to access or use) the Services for purposes of monitoring the availability, performance or functionality of the Services or for any other benchmarking or competitive purposes, nor interfere with or disrupt the Services or attempt to gain access to any related systems or networks to which access is restricted;
- (f) Make available Customer's graphic content and advertising platforms for the promotion of the Services by Customer, with prior written authorization and approval of any content by Customer.

ARTICLE 2 COMPENSATION AND PAYMENT

Section 2.01 Compensation. As consideration for the provision of the Services, Customer shall, pay BusUp the Service Fee and any other fees or expenses for such Services set forth in the applicable Service Order on a monthly basis.

Section 2.02 Invoicing and Payment. BusUp shall facilitate the submission of a consolidated invoice to Customer's email address as stated in the Service Order for all Services scheduled to be provided to Customer during any month during the term of this agreement by selected Operators and BusUp. Payment of all invoices shall be made by electronic funds transmission within 30 days of the date of the invoice (the "**Due Date**"). All payments shall be made in immediately available funds to an account designated by BusUp and the Operators in the invoice. Any billing discrepancies must be made in writing within 7 days of receipt of invoice. All fees are non-refundable, except as may be expressly stated in the **Service Order**. BusUp may combine amounts due from multiple **Service Orders**, any Customer Rider subsidies, if applicable and any Additional Services purchased by Customer on a single monthly invoice.

ARTICLE 3 LIMITATION OF LIABILITY

Section 3.01 Disclaimer. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN CONNECTION WITH OR WITH RESPECT TO ANY OF THE SERVICES OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.**

Limitation of Remedies. LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICES OR DUE TO BUSUP FOR SERVICES PROVIDED. NEITHER PARTY SHALL HAVE ANY OTHER LIABILITY TO THE OTHER, OR ITS EMPLOYEES, WITH RESPECT TO THE MATTERS CONTEMPLATED BY THIS AGREEMENT, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND OPPORTUNITY COSTS, WHETHER FORESEEABLE OR NOT. THIS DISCLAIMER INCLUDES BUT IS NOT LIMITED TO ANY DAMAGES CAUSED BY ANY ALLEGED ACTS OR NEGLIGENCE OF ANY OPERATOR OR DAMAGES ALLEGED TO HAVE RESULTED FROM THE SELECTION OF ANY PARTICULAR BUS OPERATOR BY EITHER PARTY.

In the event that the use of the Services by a Customer Rider results in a claim covered by selected Operators' insurance, BusUp will make reasonable efforts to assist Customer in submitting such a claim. BusUp does not guarantee the results of any such claim submitted. Under no circumstances shall BusUp be liable for any conduct, acts or omissions of any Operator, Provider or Contractor or their agents, employees or subcontractors.

ARTICLE 4 CONFIDENTIALITY; PRIVACY

Section 4.01 Confidentiality. From time to time during the Term of this Agreement, either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**") non-public proprietary and confidential information of Disclosing Party ("**Confidential Information**"). The term "Confidential Information" includes the specific terms and conditions of this Agreement and the Service Orders hereunder. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose the Disclosing Party's Confidential Information to any Person, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. As a Washington municipal corporation, Customer is subject to state laws and will be required to disclose public records, as defined by Washington law, received from BusUp if responsive to a request. If the Receiving Party is required by Applicable Law to disclose any of the Disclosing Party's Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to, to the extent legally permitted, notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy. The Receiving Party shall have no obligations under this Section 4.01 with respect to information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Section 4.01, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source who is not, to the knowledge of the Receiving Party, subject to a confidentiality or similar agreement prohibiting such disclosure, or (c) was independently developed without the use of the Disclosing Party's Confidential Information.

ARTICLE 5 INSURANCE

Section 5.01 Insurance. During the Term, BusUp and/or Operator shall, at its own expense, maintain and carry the following types of insurance and the following amounts:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or

substitute endorsements providing at least as broad coverage. Insurance shall be written with limits no less than \$5,000,000 each occurrence, \$2,000,000 general aggregate and \$5,000,000 products-completed operations aggregate limit

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Section 5.02 BusUp shall provide Customer with a certificate of insurance from BusUp's insurer evidencing the insurance coverage specified in this Agreement. BusUp shall provide Customer with 45 days' advance written notice in the event of a cancellation or material change in BusUp's insurance policy. Nothing contained in this Article 5 shall be construed as obligating BusUp to procure motor vehicle liability insurance, it being understood that Operators providing passenger transportation services shall be responsible for procuring and ensuring a motor vehicle public liability insurance in the amount of \$5,000,000 minimum, but BusUp shall coordinate with Operators to provide Customer with sufficient proof of automobile insurance coverage.

ARTICLE 6 TERM AND TERMINATION

Section 6.01 Term. Subject to the further provisions of this Article 6 and except as expressly provided with respect to a specific Service in a Service Order attached hereto, the term of this Agreement shall commence on the Effective Date and may be terminated at any time by either Party after the **[first two months]** of duration of this Agreement, provided that the Party that intends to terminate the agreement notifies the other Party in writing of such intention, at least 30 days prior to the day on which the Agreement ceases its effects (the "**Term**"). Customer shall remain responsible for any costs incurred under a Service Order after serving a written termination notice, for the 30 days prior to the termination becoming effective.

Section 6.02 Termination for Breach; Bankruptcy.

(a) Breach. If a Party materially breaches any of its material obligations under this Agreement and that Party does not cure such breach within 15 days after receiving written notice thereof from the non-breaching Party, or if such breach is not curable, the non-breaching Party may terminate this Agreement or an applicable Service Order immediately by providing written notice of termination to the breaching Party..

(b) Liquidation Proceedings. Either Party shall have the right to terminate this Agreement at any time without further notice and pursue remedies available to it at law or in equity if (i) the other Party becomes insolvent or is adjudicated bankrupt, (ii) any action is taken by the other Party or by others against the other Party under any insolvency, bankruptcy or reorganization act, or if a Party makes an assignment for the benefit of creditors or a receiver is appointed for a Party, or if the other Party is dissolved or liquidated or takes any corporate action for such purpose.

Section 6.03 Effect of Termination. In the event this Agreement or any Service Order is terminated for any reason, (a) upon request, each Party shall return to the other Party all tangible personal property owned by the other Party in its possession as of the termination date that was provided for the performance of the applicable Services and (b) Customer shall remain liable for payment to BusUp for all Service Fees for Services provided prior to the effective date of termination. Upon the expiration or termination of this Agreement, all rights and obligations of each of the Parties that by their nature continue and survive, shall survive the termination or expiration of this Agreement.

ARTICLE 7 MISCELLANEOUS

Section 7.01 Notices. All notices, requests and other communications to any

Party hereunder shall be in writing (including email) and shall be provided:

if to BusUp:

BusUp USA Mobility Inc.
5020 Franklin Drive, Suite 100
Pleasanton, CA 94588
Attn: Nuno Sousa Pinto
Email: nuno@busup.com

if to Customer:

City of Sumner
1104 Maple Street, Sumner, WA 98390
Attn: Ryan Windish
Email: ryanw@sumnerwa.gov

or to such other address or email number and with such other copies, as such Party may hereafter specify for the purpose by notice to the other Party delivered in accordance with this Section 7.01. Each such notice, request or other communication shall be effective: (a) on the day delivered (or if that day is not a Business Day, or if delivered after 5:00 p.m. local time on a Business Day, on the first following day that is a Business Day) when (i) delivered in person or (ii) sent by overnight courier; (b) on the day when transmittal confirmation is received if sent by email (or if that day is not a Business Day, or if after 5:00 p.m. Pacific time on a Business Day, on the first following day that is a Business Day); or (c) if provided by any other means, upon delivery or refusal of delivery at the address specified in this Section 7.01.

Section 7.02 Amendments; Waivers. Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by each Party; *provided, however*, any Service Order shall automatically be amended or added to this Agreement (and the applicable Services set forth in such Service Order shall be deemed incorporated into the Services provided under this Agreement) upon the execution of such Service Order by both Parties. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any term, covenant or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but only by a written notice signed by such Party expressly waiving such term or condition. The waiver by any Party of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

Section 7.03 Assignment; Successors and Assigns. Except as set forth in this Agreement, this Agreement shall not be assignable without the prior written consent of the other Party (such consent not to be unreasonably withheld). Any attempted transfer or assignment without consent shall be null and void. No transfer or assignment by any Party shall relieve such Party of any of its obligations hereunder. Subject to this Section 7.03, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 7.04 Entire Agreement. This Agreement and the various Service Orders contemplated hereby constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof.

Section 7.05 Force Majeure. Neither Party shall be liable for any loss or damage whatsoever arising out of any delay or failure in the performance of its obligations under this

Agreement to the extent such delay or failure results from unpredictable and non-resistible events beyond the control of such Party, including acts of God, pandemics, acts or regulations of any governmental authority, war (declared or not), riots, accident, fire, flood, earthquakes, strikes, industrial disputes, shortages of fuel, communications and power cuts, denial-of-service attacks, traffic congestion imposed by governmental authorities or caused by bad weather, traffic accidents or other reasons not anticipated by the Parties, including the ones deriving from pandemics, epidemics or other legal restrictions resulting from state of siege, state of emergency and calamities, and excluding strikes limited to the Parties, to their suppliers or subcontractors, governmental or administrative rulings resulting from any non-compliance by the relevant Party, their suppliers or subcontractors, of any of their duties or obligations, nor any fires or floods which cause, propagation or proportion is due to the non-compliance by the relevant Party of any security measures.

Section 7.06 Disputes/Governing Law. In the event of any controversy, claim or dispute between the Parties, arising out of or relating to this Agreement or the breach thereof, the substantially prevailing Party shall be entitled to recover from the other Party its reasonable expenses, attorney's fees, and costs. In the event of breach by non-payment of Customer, BusUp shall be entitled to all costs of collection, including reasonable attorney's fees, court costs and expenses. This Agreement shall be governed by and construed in accordance with the state laws of Washington, excluding its conflicts of law provisions, and in the event of a dispute arising under this Agreement, the parties hereby submit to exclusive jurisdiction in the federal or state courts located in Pierce County, Washington, and agree that venue is proper and convenient in such forum.

Section 7.07 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Party.

Section 7.08 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. The application of such invalid or unenforceable provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Applicable Law. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, BusUp and Customer agree to use commercially reasonable efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.

Section 7.09 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 7.10 Third-Party Beneficiaries. Except as expressly provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such Person being deemed a third-party beneficiary of this Agreement.

Section 7.11 Relationship of Parties; No Agency. It is understood and acknowledged that the Services which BusUp will provide to Customer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Customer. BusUp has no authority to commit, act for or on behalf of the Customer or to bind the Customer to any obligation or liability. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute either Party an agent of the other Party in the conduct of such Party's business or to create a partnership or joint venture between the Parties.

Section 7.12 Certain Definitions.

(a) **“Applicable Law”** means, with respect to any Person, any domestic or foreign, federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, decree or other requirement of any governmental entity applicable to such Person or any of its properties, assets, officers, directors, employees, consultants or agents (in connection with such officer’s, director’s, employee’s, consultant’s or agent’s activities on behalf of such Person).

(b) **“Business Day”** means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Sumner, Washington.

(c) **“Person”** shall mean any person or entity, or a group of related persons and/or entities.

(d) **Affiliate:** means, with respect to any party, an entity that directly or indirectly controls, is controlled by, or is under common control with a party. For purposes of this definition, **“control”** means having: (i) ownership of more than fifty percent (50%) of the equity securities entitled to vote for the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority). An entity will be considered an Affiliate only for the time in which such control exists;

(e) **BusUp Platform:** means a technological platform owned by BusUp for the purposes of the Services.

(f) **Operator, Provider or Contractor:** mean a bus operator contracted by Customer or by BusUp on the Customer’s behalf to provide transportation services contemplated by this Agreement;

(g) **Customer:** means the City of Sumner, and any employee, community member, tourist, visitor, or any other authorized client or authorized contractor of Customer who purchases Services;

(h) **Customer Route:** means a route from one locality (one or more pick-up locations) to one or more Customer drop-off locations and its corresponding return trip, as specified in each executed **Service Order**;

Section 7.13 Representations and Warranties

BusUp represents and warrants solely to Customer that:

- (i) it is a corporation duly incorporated, validly existing and in good standing;
- (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder;
- (iii) it has obtained all permits, licenses and approval from, and has made all material filings with, all governmental agencies and authorities that are necessary or legally required under any applicable law, statute, regulation, code or ruling for BusUp to provide the Services and to perform this Agreement in accordance with its terms;
- (iv) All users of the Services under this Agreement have consented and agreed to BusUp’s Terms of Service as provided by BusUp.

Section 7.14 General disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES MADE IN SECTION 7.13, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUSUP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BUSUP DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER’S OR CUSTOMER RIDERS’ REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, WILL OPERATE WITHOUT INTERRUPTION OR ERROR, OR ARE SECURE.

Section 7.15 Ownership

Customer acknowledges that, as between BusUp and Customer, BusUp exclusively owns all rights, title and interests in and to the Services, including all worldwide patent rights (including patent applications and disclosures), copyrights, trade secrets, know-how and any other intellectual property or proprietary rights associated with the Services or embodied therein.

Section 7.16 Exclusivity

During the first six months of the Term of this Agreement, the Customer undertakes not to contract similar services to the Services to any third party, whether they have their head office or permanent establishment in Washington or in any other State or territory.

Section 7.17 Protection of personal data

Both Parties agree to comply with the current legislation on personal data protection matters (when applicable) (the “**Laws**”); therefore, they guarantee that they will treat as confidential any personal data they receive or transfer between them, including personal data of their employees and/or representatives (“**Personal Data**”). Likewise, they agree to disclose to the holders of personal data of relevant privacy notices and keep the necessary security, administrative, technical and physical measures that allow protecting personal data against any damage, loss, alteration, destruction, non-authorize use, access or processing. The above, in order to guarantee full compliance with Law, its regulations and the guidelines that are published for such purpose by the relevant authorities in the countries of origin.

BusUp shall make available its privacy notice which may be located at the following link <https://www.busup.com/usa/en/legal/privacidad> and for Customer in the following link [●].

The databases generated by the BusUp’s Platform, within the operation governed by this Agreement, derived from user data of the relevant route, shall be property and responsibility of BusUp.

The Parties hereby mutually authorize, in a conditional, temporary, non-exclusive, non-transferable and free basis, the use of the trademarks and logos defined at each moment for each Party, being the use in each specific situation subject to the previous written approval of the owner of the trademark or logo. The Parties hereby declare that this Agreement does not imply any transfer, concession or licensing, permanent or temporary, of the intellectual and/or industrial property rights that are the property of any of the Parties. The authorization of use provided for in this clause, to be granted in a specific case, is limited to the United States territory and to the Term of this Agreement. Notwithstanding, Customer agrees that BusUp may disclose that Customer is a customer of BusUp, and that BusUp may place Customer’s logo on BusUp’s corporate clients page (or other section as appropriate) of BusUp’s website and in the buses used for the Services, in accordance with Customer’s usage guidelines (to the extent provided in advance to BusUp).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties caused this Agreement to be duly executed by their respective authorized representatives on the day and year first above written.

BusUp USA Mobility, Inc.	City of Sumner, WA.
By: _____	By: _____
(Type or print name): _____	(Type or print name): _____
Title: _____	Title: _____

EXHIBIT A
FORM OF SERVICE ORDER
(see next page)

SERVICE ORDER (Number: ____)
TO
MASTER SERVICES AGREEMENT (the “Master Contract”)

Master Contract Identification Number:	TBD
Customer:	City of Sumner, WA.
Start Date:	October 1,2022
Services:	BusUp will operate a last-mile shuttle service that connects workers of Sumner based participating employers between their worksite and the Sumner Sounder Station, located at 810 Maple Street, Sumner, WA. The shared shuttle program will be utilized by participating employers and their employees who make reservations using BusUp’s web and mobile platform (physical badges can be provided, if needed). BusUp will manage the daily operations and ensure consistent operation of the shuttle service along the Customer Route(s). BusUp will develop and execute an outreach and employer resources plan in collaboration with the Customer, City of Sumner. BusUp will provide each participating employer with on-site and/or virtual training and orientation. BusUp will manage rider support via a designated support system. BusUp will collect fares via the web and mobile platform and will bill monthly participating employers to collect fares for the service. BusUp will work with City of Sumner to collect and analyze data that enables ongoing optimizations and improvements of the program. BusUp will support City of Sumner’s effort to build a case and proposal to Pierce Transit to reinstate public transportation in the region.
Monthly Service Fee:	\$10,000/month x initial 6 months of service. \$13.750/month x 6 remaining months of service.
One Time Payment (Setup Fee for Vehicles):	Waived.
Vehicle Custom Wrap:	The vehicle will be wrapped by BusUp in coordination with the City of Sumner. All costs of the wrapping shall be borne by the City of Sumner.
Wifi:	No Wifi has been requested.
Customer Accounts Payable Contact:	TBD
Approved Riders:	City of Sumner approved riders are only those employees (temporary or permanent) or paid workers of participating employers located within Sumner’s city limits.
Shuttle Route:	Sumner Station > Sekisui Aerospace (proposed/example) > REI Distribution Center (proposed/example) > Costco Distribution Center/Amazon Site DWA9/Maersk (proposed/example) > Lululemon (proposed/example) > Amazon Sites BFI1, BFI7, and DES7 (proposed/example).
Shuttle Schedule:	Monday-Friday (5 days a week) The vehicle will loop continuously from TBD to TBD in the morning (AM). The vehicle loop continuously from TBD to TBD in the afternoon (PM). Each loop (round trip) takes roughly 30 minutes which means each 3-hour shift can operate 6 loops.

Service Route Capacity:	72 total passengers per AM/PM shift (12 passengers x 6 loops).
Vehicles:	(1) 12-passenger vehicle.
Customer Need for Wheelchair Accessibility Vehicles:	WAV can be provided with a 2-week advanced notice.
Mobile App:	BusUp reservation platform and mobile app are included with this service.
Service Term and Termination:	6-month initial term + 6-month secondary term (1 year of service). The "initial term" will reflect a discounted price of service and the "secondary term" will reflect pricing that includes BusUp and the Shuttle Operator's fees for service. When the Secondary Term ends City of Sumner will have the option to renew. The Customer may terminate service prior to the conclusion of the 1-year term by providing 60-days prior written notice of termination to BusUp ("Early Termination Notice") and paying BusUp concurrently with the delivery of an amount in cash equal to 75% of the remaining monthly service fees as of the date of the Early Termination Notice. written notice as outlined in Article 6 of the Master Services Agreement.
Holidays:	BusUp will not provide service on the following dates in 2022: 1. New Year's Day 2. Memorial Day 3. Independence Day 4. Labor Day 5. Thanksgiving and Day After Thanksgiving 6. December 24-25 7. New Year's Eve
Service Order Modification:	Modifications to Routes, Vehicles, or Shuttle Schedules can be requested but take a minimum of two (2) weeks to process and are subject to approval by BusUp. Each participating employer that is onboarded and participates in the shared shuttle program will either be immediately or closely served by a shuttle stop along the Customer Route, but in no event more than ¼ mile from the participating employer.
Master Contract:	This Service Order is governed by the terms and conditions of the Master Services Agreement.

BusUp USA Mobility Inc. By: _____ Date: _____	City of Sumner, WA. By: _____ (Type or print name): _____ Title: _____ Date: _____
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SEPTEMBER 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3
			6:00PM Planning Commission (Hybrid/Chambers)		
5	6	7	8	9	10
HOLIDAY OBSERVED CITY HALL CLOSED	4:00 PM Public Works Committee (Hybrid/FF Conf Room) 6:00PM Regular Council Meeting (Hybrid/Chambers)	5:30PM Finance Committee (Hybrid/FF Conf Room)	4:30PM Forestry/Parks Commission (Hybrid/FF Conf Room)		
12	13	14	15	16	17
6:00PM Study Session (Hybrid/Chambers)		5:30 PM American Rescue Plan Comm. (Hybrid/FF Conf Room) 6:30PM- Canceled Design Commission (Hybrid/Chambers)			
19	20	21	22	23	24
6:00PM Regular Council Meeting (Hybrid/Chambers) 6:15PM Special Study Session (Hybrid/Chambers)		5:30PM Public Safety Committee (Hybrid/FF Conf Room)			
26	27	28	29	30	30
6:00PM Study Session (Hybrid/Chambers)		5:00PM CD Committee (Hybrid/FF Conf Room)	5:30PM Cultural Arts Commission (Hybrid/FF Conf Room)		

Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.

Name: Michelle Converse, CMC
 Title: City Clerk

City of Sumner | 1104 Maple Street | Sumner, Washington 98390
 Ph: (253) 299-5500
 Website: www.sumnerwa.gov