



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

December 5, 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.

<https://sumnerwa-gov.zoom.us/j/82518750885>

Or One tap mobile US: +12532158782,,82518750885# or +12532050468,,82518750885#

Or Telephone +1 253 215 8782 or +1 253 205 0468

Webinar ID: 825 1875 0885

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. 2023 Legislative Agenda
2. Consultant Services Agreement 2024 Comprehensive Plan
3. Resolution No.1645 - WSCJTC Police Officer Wellness Grant Award
4. Approval of checks and electronic payments in the amount of \$2,004,523.98.
5. Approval of the meeting minutes from the November 7, 2022, regular council meeting and the 14th and 28th November 2022 study session.
6. Approval of Collective Bargaining Agreement with the Sumner Police Guild Representing Special Commissioned and Non-Commissioned Employees.
7. Main and Wood Intersection Improvements - Construction Contract Award

PUBLIC HEARING

1. Ordinance No. 2838 - 2023/2024 Biennial Budget

REGULAR BUSINESS

1. **Unfinished Business**
 - a. Ordinance No. 2838 - 2023/2024 Biennial Budget
 - b. Ordinance No. 2844 - Vacating Riverwalk Trail
 - c. BusUp Master Services Agreement - MIC Transit

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. Ordinance No. 2841 - 2021/2022 Biennial Budget Final Amendment
- b. Ordinance 2845 - 2023 Compensation Schedule

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: 2023 Legislative Agenda

CATEGORY: Motion

BUDGET IMPACT:

ATTACHMENTS:

1. 2023 Legislative Agenda

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

The Legislative Agenda connects State lawmakers with Sumner, informing them how potential legislation will affect their constituents here and encouraging key items for which the City needs their support. In past sessions, these agendas have helped complete the Traffic Avenue interchange, fund the White River Restoration Habitat project and fund Rainier View Park's covered playground.

This is a "long" session that builds the State's biennial budget. Sumner's agenda includes very specific budget requests to support our infrastructure as well as larger topics of police reform, affordable housing and environmental sustainability. Our agenda includes local context for items that are also of importance to partners, such as the Association of Washington Cities, Puget Sound Regional Council, Washington State Association of Sheriffs and Police Chiefs, South Sound Housing Affordability Partners, Pierce County Library System and more.

We expect there to be bills that will impact Sumner in ways that we have not fully anticipated, especially with a long session. For that reason, items include both specific requests and general needs, like support for local decision-making authority, so that this Agenda gives staff, Lobbyist Bill Clarke and the Mayor direction to respond quickly to changing proposals.

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 11/14/2022 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve the 2023 Legislative Agenda for distribution to legislators and partners in anticipation of the 2023 State session.

2023 LEGISLATIVE AGENDA

FUND KEY INFRASTRUCTURE PROJECTS

IMMEDIATE NEED: Fund the Rivergrove Pedestrian Bridge capital request for \$350,000 to complete design. This was an unfunded Capital Budget request in 2022. The Rivergrove Pedestrian Bridge would cross over SR 410, reconnecting thousands of residents in the isolated Rivergrove neighborhood with schools, transit, and downtown Sumner amenities. Because of the freeway and highway, their current access is only via congested SR 162, which offers no safe pedestrian or bicycle options. This request finalizes design that started with Sound Transit funding. The City's is also seeking additional funds from Federal sources for construction.

IMMEDIATE NEED: Fund Heritage Capital Projects recommendations, including Ryan House for \$314,433. Funding for rehabilitating Sumner's historic Ryan House is included in the Washington State Historical Society's capital budget request. Originally a pioneer cedar cabin with later additions, Ryan House has been owned by the City of Sumner for nearly 100 years and needs critical work to be saved, to add safety systems and to be made more accessible to the public per the family's original intent.

PARTNER NEED: Fund Pierce County Library System's request in Commerce's Library Capital Improvement Program, including \$1,049,293 to help build the new Sumner branch. The current, well-used branch, is in a City-owned building that is inaccessible and past useful life.



SUPPORT LOCAL DECISION-MAKING AUTHORITY

Recent legislation attempted to tackle challenges like affordable housing and environmental sustainability by shifting control from local government to State level. Such a trend delays success in cities like Sumner who are already proactively taking steps, and removes local engagement options with residents. Future legislation should require action from cities falling behind without supplanting local authority and further adding "red tape" delays to cities like Sumner who are already making strides in these areas.

IMMEDIATE NEED: Foster Task Force Recommendations to improve water rights permitting. Build on the task force's work for lasting legislation that includes statewide flexible water right mitigation standards and sensible use of groundwater models when evaluating groundwater applications and their effects on instream flow rules. The City of Sumner's Foster Pilot Project is an example of a water right permitting and mitigation proposal that provides water supply while also improving habitat conditions.

IMMEDIATE NEED: Restore Public Works Assistance Account to full funding. Allow the revenue diversions from the Public Works Assistance Account to sunset as scheduled in 2023. All our cities have huge infrastructure needs. In Sumner, it's our roads, stormwater, and other basic infrastructure. The Public Works Assistance Account revenues must be used for their original purpose of basic infrastructure, and the revolving loan fund will rebuild over time – but only if the Legislature stops the diversion of funds.

ONGOING: Support increase in affordable housing without preempting local land use authority. Past proposed housing bills sought to transfer local planning to the State. Sumner's plans have prompted over 750 new units in the permit pipeline, with our population growing by 25% around multi-modal transit options. With our Housing Action Plan, we have partnered with the community to expand ADUs, zero-lot line subdivisions, senior housing and multi-family tax exemptions. We also partner regionally with South Sound Housing Affordability Partners (SSHAP). State efforts should support and urge local action rather than supplant local success.



CITY OF
SUMNER
WASHINGTON

CONTINUE POLICE REFORMS THAT IMPROVE SAFETY

IMMEDIATE NEED: Recriminalize drug possession to provide access to necessary treatment.

The 2021 legislation essentially legalized the possession of harmful, destructive drugs. Sumner has seen an increase in property crime and even worse, a rise in overdose deaths among teenagers. Please enact a simple possession criminal offense statute that incentivizes treatment and accountability. Individuals need accountability and treatment, not incarceration, but they're often unable to access/remain in treatment on their own, due the highly addictive nature of these substances. The legal system already has such options through therapeutic court/community court, which show great success. People can only access these support systems if they face criminal consequences in the first place.

IMMEDIATE NEED: Improve safety with revised pursuit laws. Clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances. This is essential to allow for effective and safe pursuit of suspects when there is an immediate threat to public safety. Sumner continues to uphold strong safety standards and training for officers who engage in vehicle pursuits.

ONGOING: Continue to work with WASPC for effective reform. As an accredited law enforcement agency for 17 years now, Sumner's vision remains to set the standard of excellence for policing in a small city. We continue to improve training and policies and added body-worn cameras in 2021. There is more work to be done. Please continue to work with Washington Association of Sheriffs & Police Chiefs (WASPC) and Association of Washington Cities (AWC) to make sure legislative intent aligns with the impact on the streets. We look forward to working together to increase safety for both officers and the public.

YOUR WORK BENEFITTING SUMNER:

THE THREE SR410 INTERCHANGES

We continue to partner with WSDOT for all three SR 410 interchanges in Sumner. Traffic Avenue is fixed; last year's State transportation package included partial funding for the SR 162 interchange; and your investment of \$500,000 is currently helping design a safe fix to the 166th interchange. None of these will function correctly until all three are safe and operating. There is no further funding ask at this time.

WHITE RIVER RESTORATION

The Habitat Project, one of four companion projects for Sumner's White River Restoration, received full funding with your investment in 2021. Construction continues this year to provide over 170 acres of habitat restoration and flood protection for the adjacent Manufacturing Industrial Center. Thank you to partners Pierce County, the Puyallup Tribe of Indians, the Muckleshoot Indian Tribe, Forterra, BNSF, Puget Sound Partnership, Cascade Water Alliance and others.

CONTACT US

Mayor Kathy Hayden

253-299-5790, khayden@sumnerwa.gov

Jason Wilson, City Administrator

253-299-5501, jasonw@sumnerwa.gov

Carmen Palmer, Communications Director

253-299-5503, carmenp@sumnerwa.gov

WHERE IS SUMNER?



WWW.SUMNERWA.GOV

  **@CityofSumnerWA**

SUBJECT: Consultant Services Agreement 2024 Comprehensive Plan**CATEGORY:** Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Consultant Services Agreement / Berk Consulting

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

The City of Sumner is required by the State to review and update its comprehensive plan and development regulations on a periodic basis to ensure they comply with the Growth Management Act (GMA). The 2024 update is the “10-year” update, which will involve extensive amendments to reflect changes over the last decade, including new population and employment growth projections, changes in the community, and State Growth Management Act and Countywide Planning Policies requirements. The current update must be completed by December 2024.

To assist City staff in completing this work by the required deadline, staff have selected BERK Consulting, Inc., after a duly advertised RFP process. The proposed contract amount is not to exceed \$500,000. The scope of work includes required updates to Sumner’s housing policies, environmental regulations, Capital Facilities Plan, Transportation Plan, new traffic modeling and traffic impact fee adjustments, and completion of the Environmental Impact Statement. The City will receive a \$125,000 grant from Washington State Department of Commerce to assist in the 2024 update.

The attached consultant draft contract provides more details on the scope of work.

COUNCIL COMMITTEE/STUDY SESSION: CD Committee**MEETING/STUDY SESSION DATE:** 11/30/2022**COMMITTEE RECOMMENDATION:** Do-Pass**STAFF RECOMMENDATIONS/MOTION:**

Move to authorize the Mayor to execute an agreement with BERK Consulting, Inc., in the amount of \$500,000 in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

BERK Consulting, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and **BERK Consulting Inc.** organized under the laws of the State of Washington, located and doing business at **2200 Sixth Avenue, Suite 1000, Seattle, WA 98121** (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See **Exhibit A: SUMNER 2024 COMPREHENSIVE PLAN UPDATE
SCOPE OF WORK and BUDGET**

Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

The Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. **Consultant shall complete the deliverables described in Section I by the due dates specified for each and within the target budget and fees identified for each in Section I.**

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed **\$500,000.00** for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

IV. INDEPENDENT CONTRACTOR. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Contract.

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction; provided, however, that the Consultant may retain copies of records and data for business records purposes. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, and employees, harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and agents, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, and/or its agents, representatives, or employees.

No Limitation. The Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named

as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

Minimum Amounts of Insurance: The Consultant shall maintain the following insurance limits during the entire duration of this Contract:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work hereunder.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Contract.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though the Consultant is an independent contractor with the authority to control and direct the performance and direct details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. PUBLIC RECORDS ACT. The City is required to comply with the Public Records Act, codified in Chapter 42.56 RCW. From time to time, the City will receive requests for public records regarding City business. When a public records request is made regarding work performed or documents created under this Contract, Consultant shall conduct a thorough search of any and all potentially responsive public records created or maintained in the course of completing this Contract, shall provide those documents to the City in a timely manner following the request for search, and shall retain all records in accordance with the retainage schedule as published by the Washington Secretary of State. Following completion of the work pursuant to this contract, Consultant shall provide to the City any and all documents prepared, created or maintained in the course of completing this contract.

XIII. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the

Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

I. Ratification. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this contract.

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall

register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as **Exhibit B**.

K. Debarment. The Consultant must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Consultant or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), 29 CFR 5.5 shall apply. See **Exhibit C**, attached, and its provisions which are incorporated as if fully set forth herein.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT:	CITY OF SUMNER:
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Title: _____ <i>(Title)</i>	Its <u>Mayor</u> <i>(Title)</i>
DATE: _____	DATE: _____
	By: _____ <i>(signature)</i>
	Print Name: <u>Jason Wilson</u>
	Its <u>City Administrator</u> <i>(Title)</i>
	DATE: _____
	Approved as to Form: Attest: _____ Approved as to form: _____
	_____ City Clerk City Attorney
	DATE: _____ DATE: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
Lisa Johnson BERK Consulting, Inc. 2200 Sixth Avenue, Suite 1000 Seattle, WA 98121 206.493.2391 (telephone) LisaJ@berkconsulting.com	CITY OF SUMNER: Ann Siegenthaler City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5520 (telephone) Email: annsi@sumnerwa.gov

EXHIBIT A
SUMNER 2024 COMPREHENSIVE PLAN UPDATE - SCOPE OF WORK and BUDGET

Summary of Work: Develop a 2024 Comprehensive Plan meeting requirements of RWC 36.70A, Pierce County Countywide Planning Policies and the PSRC Vision 2050. This will include updating Plan elements for Housing, Environment, Transportation, Capital Facilities, updated Transportation and Capital Facilities Plans; preparation of a Supplemental Environmental Impact Statement; and development regulations.

FY2022-23 Scope of Work (7/1/22-6/30/23) *TOTAL ESTIMATE = \$165,000*

Tasks / Actions / Deliverables	Description	Target End Date
Task 1	Review of Plan, Docket and Alternatives to be considered	
Action(s)	Host team kickoff meeting to set project goals, schedule, and establish roles. TO BE COMPLETED BY STAFF: Attend meeting TO BE COMPLETED BY CONSULTANT: Facilitate and attend	November 2022
Action(s)	Review gaps and needs in Plan policies, maps and graphics, outline approaches to address gaps TO BE COMPLETED BY STAFF: • High level summary of work to be done on elements 1-7 TO BE COMPLETED BY CONSULTANT: • High level summary of work to be done on elements 8-15; equity screening and HB 1220 and 1717 integration throughout all elements	Jan-Feb 2023
Action(s)	Review Planning Commission docket items with staff; provide initial recommendations on scope	February 15, 2023
	TO BE COMPLETED BY STAFF: • Docket memo prep 2/23, meeting w/Commission 3/2/23 • Public Participation Plan prep 02/23 • Provide docket info at City Spring Open House (April)	March 2023
Action(s)	Review with staff the outreach plan & public participation milestones. Identify underserved and vulnerable communities relative to equity & inclusion goals; recommend public outreach steps tailored to these groups. TO BE COMPLETED BY STAFF: • Memo for Planning Commission approval of outreach plan • City Communications Department to conduct outreach to obtain input into policy development from underrepresented communities TO BE COMPLETED BY CONSULTANT: • Collect data on, and identify target communities relative to equity & inclusion goals	February 15, 2023
Action(s)	Prepare outline for DEIS Chapter 2 alternatives and scope of evaluation, including list of alternatives to be evaluated, data needed from staff, etc.	Feb-March 2023

		TO BE COMPLETED BY STAFF: • Workshop with Consultant to define concepts for alternatives • Review and comment TO BE COMPLETED BY CONSULTANT: • Workshop with staff to define concepts for alternatives • Organize concepts into alternatives	
Action(s)		Conduct EIS scoping: create scoping materials, issue scoping notice, and gather comments during 30-day comment period. TO BE COMPLETED BY STAFF: • Issue all notifications • Gather comments TO BE COMPLETED BY CONSULTANT: • Create scoping materials and notice for Determination of Significance (DS) • Summarize comments	March-April 2023
Action(s)		Prepare Determination of Significance (consultant)	March-April 2023
Deliverable(s)	1	Edits/comments on docket scope & outreach plan	February 15, 2023
Deliverable(s)	2	Outline of gaps and needs in the Plan update	February 15, 2023
Deliverable(s)	3	Develop DEIS alternatives (Chapter 2 of DEIS)	March 31, 2023
Deliverable(s)	4	SEPA Determination of Significance, Scoping	April 30, 2023
		<i>ESTIMATED ALLOCATION FOR THIS TASK:</i>	<i>\$47,000</i>
Task 2		Review Staff's draft policies & regulations for Elements 1-7	
Action(s)		Provide a Document Template for all Plan documents. TO BE COMPLETED BY STAFF: • Maps and graphics for all chapters led by City staff, based on BERK template • Provide all existing GIS layers and shapefiles that may be helpful for map development TO BE COMPLETED BY CONSULTANT: • Use base information to create a template map for use throughout the plan • Create Word document template, with styles and headings and including example graphs, charts, and image captions for use throughout the plan	March 8, 2023
Action(s)		Review staff's drafts of Elements 1-7 for compliance with State and County mandates, prior to Planning Commission review. (Assume Plan Elements 1-7 are: Vision/Values, Plan Monitoring, Governance & Permit Process, Community Character, Family/Human Services, Economic Development & Employment, and Shoreline)	March-April 2023
Deliverable(s)	5	Document Template for all Plan documents	March 8, 2023

Deliverable(s)	6	Edits/comments on staff's drafts of Plan Elements 1-3 (Assume Elements 1-3 are: Vision/Values, Community Character, Family/Human Services)	March 15, 2023
Deliverable(s)	7	Edits/comments on staff's drafts of Plan Elements 4-7 (Assume Elements 4-7 are: Plan Monitoring, Governance & Permit Process, Economic Development & Employment, and Shoreline)	April 14, 2023
		TO BE COMPLETED BY STAFF: - Meet w/Planning Commission 4/6 to review Elements 1-3, regulations, and preliminary map changes - Provide info at City Spring Open House (April)	April 2023
		TO BE COMPLETED BY STAFF: Meet w/Planning Commission 5/4 to review Elements 4-7 and regulations	May 2023
		TO BE COMPLETED BY STAFF: Meet w/Planning Commission 6/1 to obtain recommendations for Plan Elements 1-7 - Submit final drafts to Commerce by 6/30/23	June 2023
		<i>ESTIMATED ALLOCATION FOR THIS TASK:</i>	<i>\$15,000</i>
Task 3		Prepare preliminary transportation and LOS data	
Action(s)		Data collection and analysis: review of existing conditions, collect traffic counts, collision history, GIS transportation base data, and review of recent studies	March-May 2023
Action(s)		Gather demand modeling data: Land use, planned improvements, GIS base network data	
Action(s)		Prepare draft technical memo, consult with Public Works	May 2023
Deliverable(s)	8	Technical Transportation Memo with assumptions and approach	June 15, 2023
		<i>ESTIMATED ALLOCATION FOR THIS TASK:</i>	<i>\$73,000</i>
Task 4		DEIS Development: Refine alternatives for analysis	
Action(s)		Refine alternatives based on scoping comments	May 2023
Action(s)		Starting DEIS analysis	June 2023
Deliverable(s)	9	Final alternatives and impact thresholds	June 30, 2023
		<i>ESTIMATED ALLOCATION FOR THIS TASK:</i>	<i>\$30,000</i>

Scope of Work for FY2023-24 (7/1/2023 to 6/30/2024): *TOTAL ESTIMATE = \$290,000*

Tasks / Actions / Deliverables		Description	End Date
Task 1		Prepare draft Plan policies & regulations for Elements 8 through 15	
Action(s)		Provide a more detailed review of gaps and needs in Plan policies, maps and graphics, as needed	July 2023
Action(s)		Prepare draft policies and regulations for Elements 8-15: • Land Use element and any map changes & private proposals for text amendments • Historic and Cultural Resources • Essential Public Facilities • Environment element and climate resiliency including Critical Areas Ordinance, Best Available Science (BAS) updates • Housing • Transportation including bicycle, rail and transit facilities • Capital Facilities, incorporate Parks Plan data • Utilities	July-August 2023
		TO BE COMPLETED BY STAFF: • Parks & Open Space Element, based on separate Parks Plan Update • Provide Word format chapters of 2022 Comp Plan • Provide 2022 base maps to consultant for Elements 8-15	July 2023
Deliverable(s)	10	Draft Plan policies & regulations for Elements 8-12	July 15, 2023
Action(s)		Attend Planning Commission Study Session review draft Plan Elements and regulations, including: • Land Use + any private map & text changes • Historic and Cultural Resources • Essential Public Facilities • Environment/Climate, CAO updates, BAS analysis, Climate regulations • Housing	August 3, 2023
Deliverable(s)	11	Draft Plan policies & regulations for Remaining Elements	August 15, 2023
Action(s)		Attend Planning Commission Study Session to review remaining draft Plan Elements and regulations, including: • Transportation Element • Transportation Plan (technical memo or concepts) • Transportation Impact Fees • Capital Facilities • Capital Facilities Plan (technical memo or concepts), including SDCs, Parks facilities • Utilities TO BE COMPLETED BY STAFF:	September 7, 2023

		City staff review & presentation of Parks/Open Space Element & Parks & Open Space Plan—NOT PART OF THIS CONTRACT	
Action(s)		Potential additional Commission Study Session Elements 8-15	October 2023
Action(s)		Provide information at City's Fall Open House	October 2023
		<i>ESTIMATED ALLOCATION FOR THIS TASK:</i>	<i>\$80,000</i>
Task 2		Preliminary Draft EIS Analysis	
Action(s)		PDEIS Analysis TO BE COMPLETED BY STAFF: City staff review of PDEIS target: October 1-15, 2023	July – September 2023
Action(s)		Incorporate comments, review and refine	October 16 – Nov. 30, 2023
Deliverable(s)	12	Preliminary Draft EIS (PDEIS)	Sept. 30, 2023
		<i>ESTIMATED ALLOCATION FOR THIS TASK:</i>	<i>\$30,000</i>
Task 3		Prepare Transportation Plan and Capital Facilities Plan	
Action(s)		Prepare draft Capital Facilities Plan	
Action(s)		Prepare draft Transportation Plan	
Action(s)		Prepare draft updates to Transportation Impact Fees	
Action(s)		Review draft T.P., CFP and fees with staff, incorporate comments and refine	
Action(s)		Review draft T.P, CFP and fees at Planning Commission study session	December 7, 2023 or January 4, 2024
Deliverables	13	Draft Transportation Plan & Capital Facilities Plan, draft Transportation Impact Fees	Nov. 15, 2023
		<i>ESTIMATED ALLOCATION FOR THIS TASK [OUT OF OVERALL T.P. BUDGET OF ABOUT \$250K]:</i>	<i>\$50,000</i>
Task 4		Prepare and Issue Draft EIS	
Action(s)		Update draft policies and regulations from all study sessions as needed TO BE COMPLETED BY STAFF: • Policies & regulations in ordinance form for Elements 1-7 TO BE COMPLETED BY CONSULTANT: • Policies & regulations in ordinance form for Elements 8-15	December 2023 – January 2024

Action(s)		Prepare and issue DEIS for 60-day public review, and complete agency notices	February 15, 2024
		TO BE COMPLETED BY STAFF: - Assist consultant with SEPA notices, post City sites - Public hearing notices and postings for map changes (if any)	February 2024
Action(s)		Attend Planning Commission Public Hearing on draft Plan Elements, draft regulations (ordinances), DEIS	March 7, 2024
Action(s)		Review public comments & prepare responses (Assume 60-day comment period ends approx. April 15) TO BE COMPLETED BY STAFF: - Track and compile comments TO BE COMPLETED BY CONSULTANT: - Prepare responses to comments	April 29, 2024
Action(s)		Meet with Planning Commission to obtain recommendations on draft Plan, Transportation Plan, Capital Facilities Plan, DEIS and regulations	May 16, 2024
Action(s)		Update policies and regulations for all Plan elements, per Planning Commission recommendations; update Transportation Plan, CFP, functional plans as needed	May-June 2024
Deliverable(s)	14	Draft EIS	February 15, 2024
Deliverable(s)	15	Responses to public comments on the DEIS	April 29, 2024
Deliverable(s)	16	Updated policies & regulations, updated Transportation Plan, CFP	June 6, 2024
		<i>ESTIMATED ALLOCATION FOR THIS TASK:</i>	<i>\$130,000</i>

Scope of Work for FY 2024 (7/1/2024 to 12/31/2024): *TOTAL ESTIMATE \$45,000*

Tasks / Actions / Deliverables		Description	Tentative End Date
Task 1		Obtain City Council recommendations on Plan, EIS, and regulations	
Action(s)		Attend City Council Study Session review Plan Elements 1 through 7	July 8, 2024
Action(s)		Attend City Council Study Session review first of Plan Elements 8 through 15	July 22, 2024
Action(s)		Attend City Council Study Session review remaining Plan Elements	August 12, 2024
Action(s)		Prepare Preliminary FEIS, notice to respondents	August 26, 2024

Action(s)		Attend City Council public hearing	September 2, 2024
Action(s)		Attend City Council study session: Review and discussion of public hearing comments, policy & regulation changes	September 23, 2024
Action(s)		Issue Preliminary Final EIS (Assumes EIS will be a separate document from final Comprehensive Plan)	1 week before Council adoption
		TO BE COMPLETED BY STAFF: Meet with City Council for adoption	October 2024
Deliverable(s)	17	FINAL 2024 Comp Plan in publishable format, ordinances, final responses to comments, final Transportation Plan, Capital Facilities Plan, Final EIS	October 30, 2024
		<i>ESTIMATED ALLOCATION FOR THIS TASK:</i>	<i>\$45,000</i>

EXHIBIT B
"E-VERIFY"

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
"E-VERIFY"

As the person duly authorized to enter into such commitment for

BERK Consulting, Inc.,

I hereby certify that the Company or Organization named herein will:

(check one box below)

☒ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

NAME

TITLE

DATE

EXHIBIT C

APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1) – (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in

section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SUBJECT: Resolution No.1645 - WSCJTC Police Officer Wellness Grant Award

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1645 - WSCJTC Grant Acceptance
2. Presentation
3. Sumner Officer Wellness Contract

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

The 2022 State Legislature approved budget appropriations in the 2022-2023 state budget for the WA State Criminal Justice Training Commission to award funds across the state in support of officer wellness programs. While many departments received funds to purchase exercise equipment, the City of Sumner submitted a proposal to provide advanced clinical wellness training to members of our newly formed East Pierce County Peer Support Team.

COUNCIL COMMITTEE/STUDY SESSION: Reviewed and approved at the study session on 11-28-22. MEETING/STUDY SESSION DATE: 11/28/2022 COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Pass Resolution No. 645 accepting the WSCJTC grant funds in an amount up to \$67,500.

**RESOLUTION NO. 1645
CITY OF SUMNER, WASHINGTON**

**RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A GRANT
FROM THE WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION.**

WHEREAS, in 2022 the Cities of Sumner, Puyallup, Bonney Lake, Buckley, and Orting formed an interagency team known as the East Pierce County Peer Support Team; and

WHEREAS, the Washington State Criminal Justice Training Commission (WSCJTC) received financial appropriations in their 2022-2023 state budget to provide financial assistance for officer wellness programs around the state; and

WHEREAS, the City of Sumner, on behalf of the East Pierce County Peer Support Team members and agencies submitted a proposal to the WSCJTC to provide funding for intensive advanced team member training in the amount of \$67,500; and

WHEREAS, the WSCJTC has approved the proposal and awarded the City of Sumner up to \$67,500 to cover the actual costs of training and travel, and

WHEREAS, City Councils' acceptance of the grant funds and authorization for the Mayor or designee to execute any grant agreements or necessary agreements regarding the same is required by ordinance.

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Washington State Criminal Justice Commission's grant and authorizes the Mayor or designee to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant's acceptance or performance.

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

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 5th day of December 2022.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



SUMNER PD PEER SUPPORT

What is “Peer Support”



Critical Incident
Response



Resource Referral



Wellness



Laws



Policy



Training

Wellness

- WASPC Wellness Grant
 - \$40,000 3/1/22-6/30/22 (Completed)
 - \$20,000 7/1/22-6/30/23 (In Progress)
 - East Pierce County Peer Support Team Training
 - Sumner PD Peer Support Team
 - Wellness Policy
- CJTC Wellness Grant
 - \$67,500 12/1/22-06/30/23
 - East Pierce County Peer Support Team Retreat
- WASPC Wellness Grant
 - Sumner PD Cordico Wellness App
- Contract with Phoebe Mulligan, LICSW

Peer Support Team

Andy McCurdy

John Kaylor

Marcus McDonald

Brandon Anderson

Washington State Criminal Justice Training Commission		WSCJTC Contract No. IA23-021	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below, and is governed by Department of Enterprise Services Procurement Policies: http://des.wa.gov/about/pi/ProcurementReform/Pages/Policies.aspx			
Contractor Name: City of Sumner Police Department		Contractor Address 1104 Maple St. Sumner, WA 98390	
Federal Tax ID Number (FEIN), required before doing business with State of WA 91-6001282		Unified Business Identifier (UBI) required before doing business with State of WA	
Contractor Telephone Contact: Andrew McCurdy, 253-299-5644		Contractor E-Mail andym@sumnerwa.gov	
Fax			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grants and Outreach manager			
Telephone 206-939-8437	Fax	E-mail Address Susan.rogel@cjtc.wa.gov	
Contract Start Date November 15, 2022		Contract End Date June 30, 2023	Contract Maximum Amount \$67,500
Subcontracting Authorized? Y/N Y		Travel Expenses Authorized? Y/N Y	
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Program Manager Susan Rogel <i>Susan Rogel</i>		Contractor Business Name (if applicable)	
Date 11/7/2022			
Department Manager Edward Wade <i>Edward Wade</i>		Date 11/10/2022	
Date 11/7/2022			
Executive Director Monica Alexander <i>Monica Alexander</i>		Contractor signature <i>Kathy Hayden</i>	
Date 11/10/2022			
WSCJTC Contract Specialist Holly White <i>Holly White</i>		Print Contractor Name & Title Kathy Hayden, Mayor khayden@sumnerwa.gov	
Date 11/15/2022			

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

Contract reporting and Invoice dates:

- 1. Due by March 15, 2023. Outcome Report for the months of November 2022, December 2022, January 2023, and February 2023. A report with updates towards outcomes and data. A19 Invoice and back up documentation needs to accompany this report.**
- 2. Due by July 10, 2023. Outcome report for months March, April, May, and June 2023. A19 Invoice and back up documentation needs to accompany this report. In addition, a final report summary that covers the length of the contract and how the services met or did not meet your needs is required.**

Outcome Expectations:

- 1. Improve resilience and life skills for coping with work related stressors.**
 - Increase in self-reported scores through clinician administered proQOL Assessment.**
- 2. Improves social connectedness and peer support**
 - Participation in team retreat and increase in self-reported scores through clinician administered proQOL Assessment.**
- 3. Create Individual Wellness Plan – during retreat.**
- 4. Create Team Wellness Plan and identify team mission, vision, and values.**
- 5. Create Agency Wellness Plan**

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter into this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Fees and limitations. At any time, WSCJTC may direct the Contractor to suspend work on the contract, pay the Contractor for hours expended before the suspension, and no further payments are due until WSCJTC directs the work to resume. If expenses are allowed, they are charged against the Contract Maximum Amount above. Travel expenses, if authorized, shall never include Contractor's regular commute from home to the work site.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed, but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker", and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly.

If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Independent Capacity. The parties mutually confirm that the Contractor is an independent contractor, and not an employee or agent of the WSCJTC or the State of Washington. The Contractor shall not claim to be nor portray itself as an employee or agent of WSCJTC or the State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

SAFETY and Conduct. While on WSCJTC's premises, the Contractor shall obey all physical, fire or other security regulations communicated to the Contractor by WSCJTC. The Contractor - and its subcontractors and employees if authorized above – shall, during the performance of this contract:

- maintain a professional appearance, grooming and hygiene,
- not engage in conduct which impedes effective training, and
- not possess or come to work under the influence of alcohol or drugs which impair safety and performance, whether legal or illegal.

Operations. To protect the health and safety of the staff and students of the WSCJTC, *contract instructors* are required to submit to infectious disease testing when directed to do so by the WSCJTC. Contractors must report the results to WSCJTC's confidential appointee. *Contract instructors* agree to follow the health and safety protocols put in place by the agency pre and post-test. Should contract instructors not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Health and Safety. To protect the health and integrity of the organization, *contract instructors* understand that WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place in order to carry out its mission. Should *contract instructors* not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

SUBJECT: Approval of checks and electronic payments in the amount of \$2,004,523.98.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Vouchers

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Authorize the payment of checks and electronic payments from the previous months.

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: 29188	To: 29305	\$1,145,360.40 *
AP Electronic (EFTs) Payments:	From: 435	To: 439	\$99,846.67
AP Wire(s):	From: 15205	To: 15207	\$5,231.42
Payroll DD Numbers:	From: 60141-60270,	To: 60272, 60272, 60278, 60280, 60281	\$456,591.36
Payroll Check(s):	From: 10000	To: 10000	\$7,783.11
Payroll Wire(s):	From: 60271, 60273- 60277,	To: 60279, 60282-60285	\$289,711.02
TOTAL			\$2,004,523.98

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.

DocuSigned by:

Kassandra Raymond

Chief Financial Officer

11/28/2022 | 2:23 PM PST

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 \$2,004,523.98 this December day 5 of 2022 2022.

DocuSigned by:

Barbara Bitetto

Chair

11/28/2022 | 3:32 PM PST

Date

DocuSigned by:

Patricia Cole

Member

11/29/2022 | 3:48 PM PST

Date

Member

Date

* Includes \$113.63 in Use Tax and (\$0.00 - Washed since Check #29203 not included on report) in Check Voids.

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
3	AAA FIRE PROTECTION INC	29188	9/16/2022	12465807	8/24/2022			Sr Center service fee	87.52	00156910-541000	
3	AAA FIRE PROTECTION INC	29188	9/16/2022	12465869	8/25/2022			Sr. Center semiann hood & duct fusible link	344.61	00156910-541000	
								Check 29188 Total	432.13		
5051	AKANA, CASCADE DESIGN PROF.	29189	9/16/2022	22039-001	8/10/2022		22031	CIP 18-03 24th St Utility Relocation CMS 7/2022	5,623.82	40259435-563429	01803-CM-CSEW-
5051	AKANA, CASCADE DESIGN PROF.	29189	9/16/2022	22039-001	8/10/2022		22031	CIP 18-03 24th St Utility Relocation CMS 7/2022	5,047.02	40859431-563429	01803-CM-CSTRM-
5051	AKANA, CASCADE DESIGN PROF.	29189	9/16/2022	22039-001	8/10/2022		22031	CIP 18-03 24th St Utility Relocation CMS 7/2022	3,749.22	40159434-563429	01803-CM-CWAT-
								Check 29189 Total	14,420.06		
29	ALLIANCE 2020 INC	29190	9/16/2022	5839627	8/31/2022			Background - Finance candidate	123.90	00151810-541000	
								Check 29190 Total	123.90		
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	402.35	00151160-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	80.47	00151310-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	256.85	00151315-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	498.26	00151420-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	731.95	00151531-531000	

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
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	1,129.91	00151790-549009	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	479.53	00155850-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	168.66	00155860-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	149.92	40253580-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	297.64	40853110-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	1,362.48	00151810-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	69.45	00151830-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	168.66	00152120-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	168.66	00151310-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	80.47	41053600-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	176.38	55151880-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	176.38	40153450-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	80.47	40153450-531000	

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
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	168.66	40253510-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	38823	7/29/2022			Employee Clothing Order	88.19	40253550-531000	
5046	ANDREW'S PROMOTIONAL GROUP	29191	9/16/2022	39074	8/22/2022			Employee Clothing Order - 2022	101.51	00155850-531000	
								Check 29191 Total	6,836.85		
48	APPLIED INDUSTRIAL TECHNOLOGIES	29192	9/16/2022	7025005626	8/23/2022			WWTP Electric motor for DAFT flights	585.76	40253585-531018	
								Check 29192 Total	585.76		
2691	ARAMARK	29193	9/16/2022	5120059540	8/8/2022			Cemetery laundry service	24.30	41053600-541000	
2691	ARAMARK	29193	9/16/2022	5120064296	8/15/2022			Cemetery - Laundry service	24.30	41053600-541000	
2691	ARAMARK	29193	9/16/2022	5120068909	8/22/2022			Cemetery laundry service	24.30	41053600-541000	
2691	ARAMARK	29193	9/16/2022	5120069643	8/23/2022			Laundry Service - WWTF	72.22	40253585-541000	
2691	ARAMARK	29193	9/16/2022	5120073238	8/29/2022			Cemetery Laundry service	24.30	41053600-541000	
2691	ARAMARK	29193	9/16/2022	5120074331	8/30/2022			Laundry Service - WWTF	72.22	40253585-541000	
2691	ARAMARK	29193	9/16/2022	5120075849	9/1/2022			Laundry Service Fleet	22.00	55054830-541000	
2691	ARAMARK	29193	9/16/2022	5120075859	9/1/2022			Laundry Service Parks & Shops	5.25	00157680-541000	
2691	ARAMARK	29193	9/16/2022	5120075859	9/1/2022			Laundry Service Parks & Shops	26.80	40253550-541000	
2691	ARAMARK	29193	9/16/2022	5120077274	9/5/2022			Cemetery - Laundry service	24.30	41053600-541000	
2691	ARAMARK	29193	9/16/2022	5120078762	9/6/2022			Laundry Service - WWTF	72.22	40253585-541000	

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
								Check 29193 Total	392.21		
4843	ART N STITCHES INC	29194	9/16/2022	13077	8/26/2022			Shelter Volunteer Polo Shirts	79.38	44055430-531026	
								Check 29194 Total	79.38		
1306	ARTISTIC SOLUTIONS	29195	9/16/2022	28162	8/29/2022			Sumner PD Magnets	328.75	00152120-544000	
1306	ARTISTIC SOLUTIONS	29195	9/16/2022	28194	9/9/2022			MAS Magnets	399.15	44055430-544000	
1306	ARTISTIC SOLUTIONS	29195	9/16/2022	28195	9/9/2022			MAS Logo Stickers	278.97	44055430-544000	
								Check 29195 Total	1,006.87		
3021	ASCENDENT, LLC	29196	9/16/2022	HydrantMtrRef d 08/22	8/31/2022			Hydrant Flowmeter Refund - Meter #70310362	2,500.00	401-245104	
3021	ASCENDENT, LLC	29196	9/16/2022	HydrantMtrRef d 08/22	8/31/2022			Hydrant Flowmeter Refund - Meter #70310362	-528.75	40134340-343400	
								Check 29196 Total	1,971.25		
986	WA ST TREASURER	29197	9/16/2022	Court Transmit 08/22	8/31/2022			Court Transmittals August 2022	2,274.30	651-237106	
								Check 29197 Total	2,274.30		
69	AUTOMATIC WILBERT VAULT CO INC	29198	9/16/2022	82736	8/30/2022			Shutter fronts	56.00	41053600-534000	
69	AUTOMATIC WILBERT VAULT CO INC	29198	9/16/2022	82772	8/31/2022			Urns for stock	507.00	41053600-534000	
								Check 29198 Total	563.00		
70	AWC BENEFIT TRUST	29199	9/16/2022	AWC 09/2022 LEOFF 1	9/1/2022			Sept 2022 - Medical Premiums for LEOFF 1 Retirees	5,197.50	00151720-529000	
								Check 29199 Total	5,197.50		

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
5045	BCRA INC	29200	9/16/2022	29663	8/3/2022		19198	CIP 19-02 Main/Wood Design/ROW - July 2022	3,790.12	32059530-563514	01902-PE-ROW-
5045	BCRA INC	29200	9/16/2022	29663	8/3/2022		19198	CIP 19-02 Main/Wood Design/ROW - July 2022	470.25	32059530-563514	01902-PE-DSTRE-
5045	BCRA INC	29200	9/16/2022	29822	9/7/2022		21079	CIP 18-04 Rainier Covered Ct D	237.50	31059476-563308	01804-PE-Design-
								Check 29200 Total	4,497.87		
5867	BILL CLARKE ATTORNEY AT LAW	29201	9/16/2022	CS 0922	9/1/2022		22018	Legislative Lobbying - August 2022	3,000.00	00151170-541014	
5867	BILL CLARKE ATTORNEY AT LAW	29201	9/16/2022	CS 0922	9/1/2022		22018	Legislative Lobbying - August 2022	4,500.00	40851170-541014	
								Check 29201 Total	7,500.00		
6072	BRITEVISION GLASS INC	29202	9/16/2022	5406	8/26/2022			Vehicle 21-214 Windshield Replacement	820.50	55054830-548000	
								Check 29202 Total	820.50		
2563	LYNDEN PRECAST C/O BOOKKEEPING SOLNS	29204	9/16/2022	14826	7/28/2022			Vaults	836.00	41053600-534000	
								Check 29204 Total	836.00		
3715	CANON FINANCIAL SERVICES INC	29205	9/16/2022	28580723	5/13/2022			WWTP COPIER LEASE AND CLICK COUNT	139.08	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	29205	9/16/2022	28580723	5/13/2022			WWTP COPIER LEASE AND CLICK COUNT	24.48	55151880-542000	
								Check 29205 Total	163.56		

*** Check #29203 for Michael Buck was voided (see Void Report) ***

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
157	CDW GOVERNMENT, INC.	29206	9/16/2022	CF31146	8/18/2022			TP-LINK AC1300 DUAL HI-GAIN WRLS ANT	29.86	55151880-535003	
157	CDW GOVERNMENT, INC.	29206	9/16/2022	CJ60130	8/25/2022			WASABI NAS HOT STORAGE-25TB-3YR	7,100.06	55151880-535014	
157	CDW GOVERNMENT, INC.	29206	9/16/2022	CK49267	8/26/2022			CREDIT MEMO FOR 2 EACH POCKETJET PRINTERS	-622.00	55151880-535005	
157	CDW GOVERNMENT, INC.	29206	9/16/2022	CK63259	8/27/2022			TP-LINK AC1300 DUAL HI-GAIN WRLS ANT - DAN GATES	29.86	55151880-535003	
157	CDW GOVERNMENT, INC.	29206	9/16/2022	CM33675	8/31/2022			VEEAM B/U MSFT OFFICE 365 1YR UPFRNT	798.02	55151880-535014	
								Check 29206 Total	7,335.80		
5884	CENTURY WEST ENGINEERING CORP	29207	9/16/2022	245103	7/29/2022		20007	CIP 19-01 Sumner Tapps Guardrail CMS 7/29/22	576.63	32059530-563517	01901-CM- -
								Check 29207 Total	576.63		
6026	CENTURYLINK	29208	9/16/2022	305097243	8/20/2022			LUMEN LONG DISTANCE - AUG 2022	131.33	55151880-542000	
								Check 29208 Total	131.33		
5442	CERIUM NETWORKS INC.	29209	9/16/2022	I096582	8/24/2022			ADD WIFI ACCESS POINT TO WWTP FOR PARKS STAFF	875.20	55151880-541000	
5442	CERIUM NETWORKS INC.	29209	9/16/2022	I096582	8/24/2022			ADD WIFI ACCESS POINT TO WWTP FOR PARKS STAFF	2,590.36	55151880-535003	
								Check 29209 Total	3,465.56		

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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
2325	CHICAGO TITLE OF WASHINGTON	29210	9/16/2022	223656-TC-1	8/24/2022			CIP 14-01 Fryar Ave Title Report APN 042024-6006	386.05	31059562-563304	01401-PE- -
2325	CHICAGO TITLE OF WASHINGTON	29210	9/16/2022	223657-TC-1	8/25/2022			CIP 14-01 Fryar Ave Title Report APN 042024-7007	386.05	31059562-563304	01401-PE- -
								Check 29210 Total	772.10		
5969	CIVICPLUS LLC	29211	9/16/2022	232747	8/25/2022			CivicClerk-Premium Annual Fee	8,684.17	55151880-542000	
								Check 29211 Total	8,684.17		
2035	COMCAST	29212	9/16/2022	153216321	8/15/2022			COMCAST FIBER - AUG 2022	928.40	55151880-542000	
								Check 29212 Total	928.40		
5469	CORE & MAIN LP	29213	9/16/2022	R369959	8/22/2022			Meter Boxes	875.20	40153450-531023	
5469	CORE & MAIN LP	29213	9/16/2022	R388133	8/22/2022			2" Water Meters & 1" Water Meters	6,844.06	40153450-534002	
5469	CORE & MAIN LP	29213	9/16/2022	R477447	8/26/2022			Water Tapping Saddle	140.18	40153450-531023	
								Check 29213 Total	7,859.44		
189	CORLISS RESOURCES INC	29214	9/16/2022	2000827	6/10/2022			Rock - West Valley Ditch	127.78	40853150-531000	
189	CORLISS RESOURCES INC	29214	9/16/2022	2006781	8/26/2022			Rock for Out Falls - 16th & 132nd	514.31	40853150-531000	
189	CORLISS RESOURCES INC	29214	9/16/2022	2007316	9/2/2022			5/8 Gravel Delivered To Shops	554.67	40153450-531023	
189	CORLISS RESOURCES INC	29214	9/16/2022	2007316	9/2/2022			5/8 Gravel Delivered To Shops	554.67	40253550-531015	
189	CORLISS RESOURCES INC	29214	9/16/2022	2007316	9/2/2022			5/8 Gravel Delivered To Shops	554.69	00154230-531004	
								Check 29214 Total	2,306.12		
2164	CRYSTAL SPRINGS	29215	9/16/2022	5234348 090722	9/7/2022			Lab Water for Testing	253.01	40253585-531006	

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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 29215 Total	253.01		
3895	CONSOLIDATED TECH SVCS/WA TECH	29216	9/16/2022	90112022080 037	9/2/2022			MAS PHONE LINE	45.00	55151880-542000	
								Check 29216 Total	45.00		
218	DELL MARKETING L.P.	29217	9/16/2022	10598656844	7/12/2022			Mini DisplayPort to HDMI (4K) Active Adapter (M/F)	23.64	55151880-535004	
								Check 29217 Total	23.64		
235	DEPARTMENT OF ECOLOGY	29218	9/16/2022	LN-000002811	8/16/2022			Water Quality Loan; REF:L1400014#10	117,787.79	40259135-570403	
235	DEPARTMENT OF ECOLOGY	29218	9/16/2022	LN-000002811	8/16/2022			Water Quality Loan; REF:L1400014#10	48,472.48	40259235-580403	
								Check 29218 Total	166,260.27		
229	DM RECYCLING	29219	9/16/2022	10689770S11 1	8/1/2022			CIP 14-10 Meirndorf Property Clean-Up	1,445.41	40859431-561000	01410-ADMIN-LandStorm-
229	DM RECYCLING	29219	9/16/2022	10736172S11 1	9/1/2022			WWTF Recycling; Acct #2111-321857495	110.00	40253585-541000	
229	DM RECYCLING	29219	9/16/2022	10736313S11 1	9/1/2022			CIP 14-10 14009 16th St Meirndorf Clean Up	3,021.01	40859431-561000	01410-ADMIN-LandStorm-
								Check 29219 Total	4,576.42		
4652	DRAIN-PRO	29220	9/16/2022	102486	7/22/2022			Restrooms for Ryan House- Music off Main	310.00	00157394-545000	
4652	DRAIN-PRO	29220	9/16/2022	102726	7/31/2022			Restrooms for Loyalty- Music off Main	310.00	00155730-511000	
4652	DRAIN-PRO	29220	9/16/2022	103838	8/26/2022			Restrooms for Trackside Lot- Music off Main	310.00	00155860-545000	
								Check 29220 Total	930.00		

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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
5265	ELEPHANT CAR WASH	29221	9/16/2022	356	8/24/2022			PD Car Washes	108.59	55054830-541000	
								Check 29221 Total	108.59		
3480	FCS GROUP	29222	9/16/2022	3557-22208077	8/19/2022		22011	Task Order CIP 22-01 Staffing Study 8/19/2022	1,157.92	00151810-541000	
3480	FCS GROUP	29222	9/16/2022	3557-22208077	8/19/2022		22011	Task Order CIP 22-01 Staffing Study 8/19/2022	578.95	40153410-541000	
3480	FCS GROUP	29222	9/16/2022	3557-22208077	8/19/2022		22011	Task Order CIP 22-01 Staffing Study 8/19/2022	578.96	40253510-541000	
3480	FCS GROUP	29222	9/16/2022	3557-22208077	8/19/2022		22011	Task Order CIP 22-01 Staffing Study 8/19/2022	578.96	40253580-541000	
3480	FCS GROUP	29222	9/16/2022	3557-22208077	8/19/2022		22011	Task Order CIP 22-01 Staffing Study 8/19/2022	578.96	40853110-541000	
								Check 29222 Total	3,473.75		
5246	FIRGROVE VETERINARY CLINIC	29223	9/16/2022	AUG22	9/6/2022			Spay/Neuter Service Aug 2022	985.00	44055430-541000	
								Check 29223 Total	985.00		
3540	FRIENDSHIP DIVERSION	29224	9/16/2022	AUG22FRIENDSHIP	9/1/2022			Electronic Home Monitoring - August 2022	13.00	00152360-551003	
								Check 29224 Total	13.00		
5951	NORTH CASCADES BANK	29225	9/16/2022	46101900015 62 08/22	8/31/2022			LID 78 Interest Payment - Aug 2022	44,262.06	20059295-580310	
5951	NORTH CASCADES BANK	29225	9/16/2022	46101900015 62 08/22	8/31/2022			LID 78 Principal Payment - Aug 2022	276,662.78	20059195-570310	
								Check 29225 Total	320,924.84		

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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
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9415920702	8/18/2022			Adjustable Legs for Primary Sampler Stand	172.04	40253585-531018	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9415920710	8/18/2022			Mounting Stud for Primary Sampler Stand	6.96	40253585-531018	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9416552298	8/18/2022			New Hire Rubber Boots - A. Hoffman	50.50	00154230-531000	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9416552298	8/18/2022			New Hire Rubber Boots - A. Hoffman	50.50	40153450-531000	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9416552298	8/18/2022			New Hire Rubber Boots - A. Hoffman	50.50	40253550-531000	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9416552298	8/18/2022			New Hire Rubber Boots - A. Hoffman	50.50	40853150-531000	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9431191650	8/31/2022			Chain Tensioners for Dryer	1,081.38	40253585-531018	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9432539873	9/1/2022			Wypalls for Shops	48.73	40153450-531000	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9432539873	9/1/2022			Wypalls for Shops	48.73	00154230-531000	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9432539873	9/1/2022			Wypalls for Shops	48.74	40253550-531000	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9432539873	9/1/2022			Wypalls for Shops	48.74	40853150-531000	
336	GRAINGER, DEPT 821837135	29226	9/16/2022	9435929931	9/6/2022			Sample Bags for Biosolids	40.57	40253585-531006	
								Check 29226 Total	1,697.89		
339	GRAYBAR ELECTRIC CO. INC	29227	9/16/2022	9328415253	8/25/2022			Secondary Clarifier#2 Keypad and Cable	104.25	40253585-531018	
								Check 29227 Total	104.25		
5487	GREATAMERICA FINANCIAL SVCS	29228	9/16/2022	32382286	9/5/2022			FP PostBase 45 System Lease (Postage Meter) - Sept	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 29228 Total	128.01		
6055	GUNDERSON LAW OFFICE PLLC	29229	9/16/2022	1217	9/3/2022			August 2022 Prosecution Services	3,800.00	00151541-541000	
								Check 29229 Total	3,800.00		
344	HACH COMPANY	29230	9/16/2022	13210807	8/24/2022			Lab Testing Supplies	404.16	40253585-531006	
344	HACH COMPANY	29230	9/16/2022	13212846	8/24/2022			Lab Testing Supplies	256.75	40253585-531006	
344	HACH COMPANY	29230	9/16/2022	13218909	8/29/2022			Lab Testing Supplies	171.17	40253585-531006	
344	HACH COMPANY	29230	9/16/2022	13220790	8/29/2022			Lab Testing Supplies	92.74	40253585-531006	
								Check 29230 Total	924.82		
5211	HENRY PRATT COMPANY LLC	29231	9/16/2022	65558564	8/26/2022			UV slide gate seals	1,636.62	40253585-531018	
5211	HENRY PRATT COMPANY LLC	29231	9/16/2022	65561160	8/30/2022			Replacement Slide Gates for effluent UV channel	6,662.46	40253585-531018	
								Check 29231 Total	8,299.08		
6229	HEPBURN SUPERIOR INC	29232	9/16/2022	IN125621	8/13/2022			Vases	554.93	41053600-534000	
								Check 29232 Total	554.93		
6232	HYDREVO LLC	29233	9/16/2022	1272	9/2/2022			2022 Leak Detection - 20 Miles/5days	3,955.50	40153450-541000	
								Check 29233 Total	3,955.50		
6151	IDEXX DISTRIBUTION INC	29234	9/16/2022	3113247576	8/29/2022			Lab Testing Supplies	328.54	40253585-531006	
6151	IDEXX DISTRIBUTION INC	29234	9/16/2022	3113247577	8/29/2022			Lab Testing Supplies	302.83	40253585-531006	
								Check 29234 Total	631.37		

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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
3226	INTERCOM LANGUAGE SERVICES	29235	9/16/2022	22-378	8/31/2022			August 2022 Interpretation Services	700.00	00151250-541012	
								Check 29235 Total	700.00		
5598	INTERMOUNTAIN LOCK & SECURITY	29236	9/16/2022	3360751	9/7/2022			Single deadbolt	36.37	00151830-531000	
								Check 29236 Total	36.37		
3774	IRON MOUNTAIN	29237	9/16/2022	GVPC054	8/31/2022			Document storage August 2022	390.27	00151425-541000	
								Check 29237 Total	390.27		
3643	JOHNSON CONTROLS INC	29238	9/16/2022	1-120344978229	8/15/2022			Sr Center controls calibration update	643.10	00156910-548000	
								Check 29238 Total	643.10		
4035	KIMBALL MIDWEST	29239	9/16/2022	100027800	6/14/2022			Drills - Fleet	140.93	55054830-535000	
4035	KIMBALL MIDWEST	29239	9/16/2022	9781493	4/6/2022			Paint - Fleet	423.77	55054830-531000	
								Check 29239 Total	564.70		
6160	KPG PSOMAS INC	29240	9/16/2022	186404	7/27/2022		21036	CIP 21-08 ESN Salmon Crk Channel 4/29-6/30/22	8,609.50	40859431-563459	02108-PE- -
								Check 29240 Total	8,609.50		
205	L. N. CURTIS & SONS	29241	9/16/2022	INV624263	8/19/2022			Name Bar for Officer Wimmer	49.30	00152120-531026	
205	L. N. CURTIS & SONS	29241	9/16/2022	INV625381	8/23/2022			Bulletproof Vest for ACO Alban	1,667.26	44055432-531026	
205	L. N. CURTIS & SONS	29241	9/16/2022	INV627053	8/29/2022			Bulletproof Vest and Carrier for Ofc McDonald	1,591.77	00152120-531026	

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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 29241 Total	3,308.33		
6150	LAND DEVELOPMENT CONSULTANTS INC	29242	9/16/2022	28404	8/18/2022		22008	Sumner HAPI Grant Project	5,920.00	00155860-541000	
								Check 29242 Total	5,920.00		
2948	LANGUAGE LINE SERVICES	29243	9/16/2022	10613003	8/31/2022			Over-the-phone interpret. AUG 22 Acct #9020577099	21.27	00152120-541000	
								Check 29243 Total	21.27		
3442	LEMAY MOBILE SHREDDING	29244	9/16/2022	4759574S185	9/1/2022			City Hall-Shred Svc Acct#2185-702700, 8/1-31/2022	51.55	00151830-541000	
3442	LEMAY MOBILE SHREDDING	29244	9/16/2022	4761362S185	9/1/2022			PD - Shred Svc Acct #2185-9651910 08/22	50.45	00152120-541000	
								Check 29244 Total	102.00		
5984	MARSH USA INC	29245	9/16/2022	832820661115	8/23/2022			ROW Bond 20BSBFF5455 Pierce County 10/22-10/23	100.00	40159434-563005	
5984	MARSH USA INC	29245	9/16/2022	832828226546	8/26/2022			Bond - Permit No. U14-13 SR 167 Pierce County	100.00	40159434-563005	
								Check 29245 Total	200.00		
6027	MCLENDON HARDWARE	29246	9/16/2022	E24336/3	8/9/2022			Shop supplies-bug spray	33.54	41053600-531000	
6027	MCLENDON HARDWARE	29246	9/16/2022	E33797/3	8/22/2022			WWTP Block Bldg sealing	101.97	40253585-531018	
6027	MCLENDON HARDWARE	29246	9/16/2022	E35814/3	8/25/2022			WWTP Parts - Odor control room HVAC	44.37	40253585-531018	
6027	MCLENDON HARDWARE	29246	9/16/2022	E36448/3	8/26/2022			Garbage truck grease	10.16	00157680-531000	
6027	MCLENDON HARDWARE	29246	9/16/2022	E38891/3	8/30/2022			Bee Spray for Nest Near Creek	11.49	40853150-531000	

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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
6027	MCLENDON HARDWARE	29246	9/16/2022	E39019/3	8/30/2022			Potting soil	22.94	00157680-531000	
6027	MCLENDON HARDWARE	29246	9/16/2022	E39076/3	8/30/2022			Mums, celosia cabbage & kale	123.91	00157680-531000	
6027	MCLENDON HARDWARE	29246	9/16/2022	E39269/3	8/30/2022			Bow Rake for Pick-up	26.44	00154260-535000	
6027	MCLENDON HARDWARE	29246	9/16/2022	E39565/3	8/31/2022			Bee Spray & Diesel Sprayer Replacement Asphalt	11.33	00154230-531000	
6027	MCLENDON HARDWARE	29246	9/16/2022	E39565/3	8/31/2022			Bee Spray & Diesel Sprayer Replacement Asphalt	11.34	40153450-531000	
6027	MCLENDON HARDWARE	29246	9/16/2022	E40799/3	9/2/2022			WWTP Bolts for TWAS pump	148.13	40253585-531018	
6027	MCLENDON HARDWARE	29246	9/16/2022	E44069/3	9/6/2022			Shop supplies	41.58	41053600-531000	
								Check 29246 Total	587.20		
5973	MOCON FENCE CONTRACTORS	29247	9/16/2022	Retain Release 09/22	9/7/2022			Contract Withholding: 20059	2,999.71	408-223450	
								Check 29247 Total	2,999.71		
6167	MODERN BUILDING SYSTEMS INC	29248	9/16/2022	0136216	9/1/2022	5		Parks Temporary Office - KCDA 19-255 monthly fee	656.40	00157680-545000	
6167	MODERN BUILDING SYSTEMS INC	29248	9/16/2022	0136300	9/1/2022	13		Parks WWTF Storage Unit	136.76	00157680-545000	
								Check 29248 Total	793.16		
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	186.26	00151830-531000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	43.76	00151830-545000	

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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	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	19.21	40153450-531000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	19.21	40253550-531000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	5.87	44055430-545000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	2.93	44055432-545000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	19.22	40853150-531000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	2.92	40153450-545000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	2.92	40253550-545000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	2.91	40853150-545000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	18.82	44055430-531000	
1399	MOUNTAIN MIST WATER	29249	9/16/2022	#067087 - Aug 2022	8/31/2022			Aug 2022 City/PD/Shops/MAS -Water & Cooler Rental	9.41	44055432-531000	

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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 29249 Total	333.44		
1843	MULTICARE	29250	9/16/2022	155161	9/1/2022			Hep vaccine & Random drug test	99.75	00151900- 541000	
								Check 29250 Total	99.75		
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10738706S11 1	9/1/2022			WWTF Garbage Service - Acct #2111-48015070	1,956.89	40253585- 541000	
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10738724S11 1	9/1/2022			Shops Garbage Service Acct. #2111 -48024440	170.17	00154260- 547000	
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10738724S11 1	9/1/2022			Shops Garbage Service Acct. #2111 -48024440	170.18	40253550- 547000	
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10738724S11 1	9/1/2022			Shops Garbage Service Acct. #2111 -48024440	170.17	40253550- 547000	
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10738724S11 1	9/1/2022			Shops Garbage Service Acct. #2111 -48024440	170.17	40853150- 547000	
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10738763S11 1	9/1/2022			Sr Center 2yd	254.73	00156910- 547000	
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10739772S11 1	9/1/2022			Cemetery - Garbage Service	254.73	41053600- 547000	
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10787661S111	9/1/2022			MAS Garbage Service #2111- 47009255 09/01- 10/31/22	143.63	44055432- 547000	
5838	MURREYS DISPOSAL CO INC	29251	9/16/2022	10787661S11 1	9/1/2022			MAS Garbage Service #2111- 47009255 09/01- 10/31/22	287.26	44055430- 547000	
								Check 29251 Total	3,577.93		
555	NATIONAL SAFETY INC	29252	9/16/2022	0658499-IN	7/6/2022			Gas Detector for Water & Sewer	650.93	40153450- 535000	
555	NATIONAL SAFETY INC	29252	9/16/2022	0658499-IN	7/6/2022			Gas Detector for Water & Sewer	650.93	40253550- 535000	

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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	29252	9/16/2022	0662741-IN	8/19/2022			Rain Gear - A. Hoffman	62.63	40253550-531000	
555	NATIONAL SAFETY INC	29252	9/16/2022	0662741-IN	8/19/2022			Rain Gear - A. Hoffman	62.63	40853150-531000	
555	NATIONAL SAFETY INC	29252	9/16/2022	0663519-IN	8/29/2022			Safety Vests for Shops	15.20	40153450-531000	
555	NATIONAL SAFETY INC	29252	9/16/2022	0663519-IN	8/29/2022			Safety Vests for Shops	15.20	00154230-531000	
555	NATIONAL SAFETY INC	29252	9/16/2022	0663519-IN	8/29/2022			Safety Vests for Shops	15.19	40253550-531000	
555	NATIONAL SAFETY INC	29252	9/16/2022	0663519-IN	8/29/2022			Safety Vests for Shops	15.19	40853150-531000	
								Check 29252 Total	1,487.90		
564	NORTH CENTRAL LABORATORIES	29253	9/16/2022	475539	8/25/2022			Lab Testing Supplies	900.15	40253585-531006	
								Check 29253 Total	900.15		
5755	NORTHWEST SPAY & NEUTER CENTER	29254	9/16/2022	2014187	9/1/2022			MAS Spay-Neuter Service	1,759.00	44055430-541000	
								Check 29254 Total	1,759.00		
3934	O'REILLY AUTO PARTS	29255	9/16/2022	4478-171542	8/26/2022			Air Brake Gaskets	7.22	55054830-531000	
3934	O'REILLY AUTO PARTS	29255	9/16/2022	4478-172205	8/30/2022			Vehicle 21-121 Parts	78.35	55054830-531000	
3934	O'REILLY AUTO PARTS	29255	9/16/2022	4478-172554	9/1/2022			Vehicle 09-009 Battery	143.62	55054830-531000	
3934	O'REILLY AUTO PARTS	29255	9/16/2022	4478-172555	9/1/2022			Fleet Stock - Battery	162.24	55054830-531000	
3934	O'REILLY AUTO PARTS	29255	9/16/2022	4478-172556	9/1/2022			Fleet Stock - Battery	158.48	55054830-531000	
								Check 29255 Total	549.91		
5782	OGDEN MURPHY WALLACE, P.L.L.C.	29256	9/16/2022	865580	8/29/2022		22027	Fatbeam Franchise Agreement	39.50	00151541-541000	
								Check 29256 Total	39.50		

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2376	OWEN EQUIPMENT	29257	9/16/2022	00107659	9/1/2022			Vehicle 33-119 Decal	254.49	55054830-531000	
								Check 29257 Total	254.49		
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05165	8/8/2022			Marker-Fisher	600.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05168	8/8/2022			Marker-Williams	225.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05171	8/8/2022			Marker-Peery	1,690.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05179	8/8/2022			Marker-Chu	675.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05321	8/15/2022			Marker-Cowdrick	490.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05323	8/15/2022			Marker-Thompson	155.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05329	8/15/2022			Marker, Blakley	405.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05334	8/15/2022			Marker--Day	1,215.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05344	8/15/2022			Marker-Collie	875.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05345	8/15/2022			Marker-Powers, Eileen	464.25	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05687	8/30/2022			Marker-Anderson, B.	480.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05737	8/30/2022			Marker-Green	535.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	29258	9/16/2022	22-05796	9/2/2022			Marker-May	349.25	41053600-534000	
								Check 29258 Total	8,158.50		
5902	PAPE MACHINERY INC	29259	9/16/2022	13721412	7/7/2022			Freight Charge on Returned Filter	24.62	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
5902	PAPE MACHINERY INC	29259	9/16/2022	13753350	7/18/2022			CR Memo - Freight Charge Inv #13721412	-24.62	55054830-531000	
5902	PAPE MACHINERY INC	29259	9/16/2022	13874525	8/26/2022			E-104 Parts - Bearings	528.07	55054830-531000	
5902	PAPE MACHINERY INC	29259	9/16/2022	13879541	8/29/2022			x758 Blade Bolts	5.12	55054830-531000	
								Check 29259 Total	533.19		
3436	PARAMETRIX	29260	9/16/2022	37645	8/15/2022		21051	Task Order CIP 21-15 Stewart Pond Repair 7/30/22	13,233.75	40859431-563457	02115-PE -
								Check 29260 Total	13,233.75		
463	PCRCO LLC	29261	9/16/2022	37536	8/31/2022			Parks Garbage	525.99	00157680-547000	
								Check 29261 Total	525.99		
3606	PETHEALTH SERVICES (USA) INC	29262	9/16/2022	SIUN14373793	9/6/2022			MAS Microchips	874.51	44055430-531000	
								Check 29262 Total	874.51		
2722	PETLAND	29263	9/16/2022	186960	8/11/2022			MAS Animal Disposal 20lbs	4.80	44055430-541000	
2722	PETLAND	29263	9/16/2022	187654	8/4/2022			MAS Animal Disposal 150lbs	36.00	44055430-541000	
								Check 29263 Total	40.80		
627	PIERCE COUNTY BUDGET & FINANCE	29264	9/16/2022	08/2022 Court Remit	8/31/2022			August 2022 Court Transmittals	37.12	651-237107	
627	PIERCE COUNTY BUDGET & FINANCE	29264	9/16/2022	CI-320556	8/25/2022			2022 Pierce County Regional Council Membership Dues	413.68	00151890-549004	
627	PIERCE COUNTY BUDGET & FINANCE	29264	9/16/2022	CI-320563	8/25/2022		19075	AUGUST 2022 Jail services and prisoner med	9,169.59	00152360-551003	
								Check 29264 Total	9,620.39		

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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	29265	9/16/2022	3C31891	8/1/2022			Parks wifi conduit, jct box termadpt	221.72	00151830-531000	
4513	PLATT ELECTRIC SUPPLY	29265	9/16/2022	3C53968	8/3/2022			LS2 Electrical parts for Level indicators	177.90	40253550-531008	
4513	PLATT ELECTRIC SUPPLY	29265	9/16/2022	3C53987	8/3/2022			Parks wifi termadpt cond, elbow	31.05	00151830-531000	
4513	PLATT ELECTRIC SUPPLY	29265	9/16/2022	3D65268	8/23/2022			Electrician Cordless Wet/Dry Vacuum	141.90	40253585-535000	
								Check 29265 Total	572.57		
4993	POWER SYSTEMS WEST	29266	9/16/2022	SI2264003648	8/30/2022			Gen-UP Filters	222.06	55054830-531000	
								Check 29266 Total	222.06		
4057	POWERCLEAN	29267	9/16/2022	19296	8/23/2022			Exhaust Kitchen hood cleaning	601.70	00156910-541000	
								Check 29267 Total	601.70		
1315	PRINT NW	29268	9/16/2022	35303201	7/13/2022			Summer 2022 Newsletter	3,092.21	00151315-542000	
								Check 29268 Total	3,092.21		
678	PUGET SOUND ENERGY	29269	9/16/2022	22003001551 9-08/2022	8/23/2022			13114 63rd St E # Job Shack (Parks' Temp Office)	93.49	00157680-547000	
678	PUGET SOUND ENERGY	29269	9/16/2022	22003021376 7-08/2022	8/24/2022			902 Kincaid Ave (Facilities)	269.46	00151830-547000	
								Check 29269 Total	362.95		
5757	QCC QUALITY CONTROLS CORPORATION	29270	9/16/2022	P0015-8-8	8/19/2022		22021	Task Order T2207 SCADA Support July 2022	1,355.00	40153450-541020	
5757	QCC QUALITY CONTROLS CORPORATION	29270	9/16/2022	P0015-9-3	8/19/2022		22020	T2206 Task Order SCADA Support July 2022	68.00	40253550-541020	
								Check 29270 Total	1,423.00		

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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
6034	RETAIL LOCKBOX INC	29271	9/16/2022	22088497	8/31/2022			Utility Payment Lockbox Services - August 2022	511.57	40153470- 541000	
6034	RETAIL LOCKBOX INC	29271	9/16/2022	22088497	8/31/2022			Utility Payment Lockbox Services - August 2022	511.57	40253570- 541000	
6034	RETAIL LOCKBOX INC	29271	9/16/2022	22088497	8/31/2022			Utility Payment Lockbox Services - August 2022	511.56	40853170- 541000	
								Check 29271 Total	1,534.70		
1199	RH2 ENGINEERING, INC.	29272	9/16/2022	87256	8/18/2022		20033	CIP 19-10 S Tank Seismic Retrofit 7/31/2022	752.25	40159434- 563407	01910-PE- -
								Check 29272 Total	752.25		
5225	RODDA PAINT CO	29273	9/16/2022	27171157	8/17/2022			Block Sealer for WWTF Buildings	5,604.58	40253585- 531018	
								Check 29273 Total	5,604.58		
776	SEATTLE PUMP	29274	9/16/2022	235120-1	8/23/2022			Vactor Washdown Guns	1,528.40	55054830- 531000	
								Check 29274 Total	1,528.40		
6231	SEATTLE SURGICAL REPAIR	29275	9/16/2022	44075 / 44060	9/9/2022			Repair of the Lab Autoclave	728.70	40253585- 548000	
								Check 29275 Total	728.70		
536	SECURE PACIFIC CORPORATION	29276	9/16/2022	345295	9/1/2022			Fire Alarm Inspection - Shelter SEP 2022-AUG 2023	59.97	44055432- 541000	
536	SECURE PACIFIC CORPORATION	29276	9/16/2022	345295	9/1/2022			Fire Alarm Inspection - Shelter SEP 2022-AUG 2023	119.94	44055430- 541000	
								Check 29276 Total	179.91		

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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
5518	SHARP BUSINESS SYSTEMS	29277	9/16/2022	9003968276	9/3/2022			PD PATROL COPIER CLICK COUNT	14.70	55151880-542000	
5518	SHARP BUSINESS SYSTEMS	29277	9/16/2022	9003968300	9/3/2022			CITY HALL MAILROOM COPIER CLICK COUNT	114.78	55151880-542000	
								Check 29277 Total	129.48		
5326	SIGMA ALDRICH, INC	29278	9/16/2022	557557306	8/17/2022			WWTP Lab QAQC	221.67	40253585-531000	
								Check 29278 Total	221.67		
6233	SMITH, CAROL	29279	9/16/2022	Relo. Assist Voucher	8/29/2022			902 Kincaid – Mainstreet Vision Heritage Park Proj	7,149.00	31059476-561001	
								Check 29279 Total	7,149.00		
3240	SOUND PUBLISHING INC	29280	9/16/2022	ECH960436	8/10/2022			ZERO LOT LINE NOTICE NOA/SEPA	68.95	00155860-544000	
								Check 29280 Total	68.95		
3240	SOUND PUBLISHING INC	29281	9/16/2022	ECH958768	7/20/2022			Houston Rd. Annex Public Notice (PH)	93.58	00155860-544000	
								Check 29281 Total	93.58		
3240	SOUND PUBLISHING INC	29282	9/16/2022	ECH960684	8/17/2022			ZERO LOT LINE PUBLIC NOTICE NOA/PH	68.95	00155860-544000	
								Check 29282 Total	68.95		
2220	STANDARD PARTS CORP	29283	9/16/2022	192650	8/26/2022			WWTP Oil for AB Biffi Valves	19.87	40253585-531018	
2220	STANDARD PARTS CORP	29283	9/16/2022	192877	8/29/2022			Gasket Material	6.88	55054830-531000	
								Check 29283 Total	26.75		
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3514766674	8/6/2022			Legal Dept Tower Fan, Toner	84.94	00151531-531000	

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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
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3514766674	8/6/2022			Legal Dept Tower Fan, Toner	62.26	00151531-535000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515240281	8/13/2022			Office supplies	99.52	00155850-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515240282	8/13/2022			Office supplies	78.09	00155850-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763443	8/20/2022			Office Supplies, pens, cardstock paper for Robby W	2.79	40253510-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763443	8/20/2022			Office Supplies, pens, cardstock paper for Robby W	23.28	40853110-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763443	8/20/2022			Office Supplies, pens, cardstock paper for Robby W	2.79	40153410-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763444	8/20/2022			PD - misc consumable office supplies	39.35	00152120-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763445	8/20/2022			PD - misc consumable office supplies	69.03	00152120-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763446	8/20/2022			PD - batteries	35.11	00152120-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763447	8/20/2022			Printer Paper & Tape - Office Supplies	6.42	40853150-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763447	8/20/2022			Printer Paper & Tape - Office Supplies	6.42	40153450-531000	
3271	STAPLES BUSINESS ADVANTAGE	29284	9/16/2022	3515763447	8/20/2022			Printer Paper & Tape - Office Supplies	6.44	40253550-531000	
Check 29284 Total									516.44		
1032	STATE AUDITOR'S OFFICE	29285	9/16/2022	L150094	9/12/2022			Audit#55082, Audit Period:21-21, MCAG #0606	15,307.79	00151420-551001	
Check 29285 Total									15,307.79		

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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
3406	SYSTEMS FOR PUBLIC SAFETY INC	29286	9/16/2022	41786	8/30/2022			Vehicle 21-201 Upfit Parts	3,999.98	55054830-531000	
								Check 29286 Total	3,999.98		
2352	SYSTEMS INTERFACE INC.	29287	9/16/2022	Pay Estimate #2	8/22/2022		21065	CIP 21-02 Dieringer Well Elec Panel PE#2	8,695.02	40159434-563005	02102-CN- -
								Check 29287 Total	8,695.02		
3882	T-MOBILE	29288	9/16/2022	896670007 - 08/22	8/21/2022			T-MOBILE MONTHLY BILL	89.25	55151880-542000	
								Check 29288 Total	89.25		
882	TEKS SERVICES,INC	29289	9/16/2022	53411	8/29/2022			Pet License Renewal Mailings	121.43	44055430-549005	
882	TEKS SERVICES,INC	29289	9/16/2022	53411	8/29/2022			Pet License Renewal Mailings	253.08	44055430-542000	
882	TEKS SERVICES,INC	29289	9/16/2022	53432	8/31/2022			Sept (End of Aug 2022) Utility Stmts	380.10	40153470-541000	
882	TEKS SERVICES,INC	29289	9/16/2022	53432	8/31/2022			Sept (End of Aug 2022) Utility Stmts	380.09	40253570-541000	
882	TEKS SERVICES,INC	29289	9/16/2022	53432	8/31/2022			Sept (End of Aug 2022) Utility Stmts	380.09	40853170-541000	
882	TEKS SERVICES,INC	29289	9/16/2022	53432	8/31/2022			Sept (End of Aug 2022) Utility Stmts	491.82	40153470-542000	
882	TEKS SERVICES,INC	29289	9/16/2022	53432	8/31/2022			Sept (End of Aug 2022) Utility Stmts	491.81	40253570-542000	
882	TEKS SERVICES,INC	29289	9/16/2022	53432	8/31/2022			Sept (End of Aug 2022) Utility Stmts	491.82	40853170-542000	
								Check 29289 Total	2,990.24		
5561	TIERRA RIGHT OF WAY SERVICES	29290	9/16/2022	2201162	7/30/2022		21087	Task Order 902 Kincaid ROW Acq. 7/3-7/30/22	1,985.00	00157680-541000	
5561	TIERRA RIGHT OF WAY SERVICES	29290	9/16/2022	2201300	8/27/2022		22024	T2208 Task Order Robinson Prop	3,488.50	31059476-563309	

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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
5561	TIERRA RIGHT OF WAY SERVICES	29290	9/16/2022	2201301	8/31/2022		22025	CIP 17-13 Ops Facility Relocation Svcs 7/31-8/27	699.67	40259435-562001	01713-Land-LandSewer-
5561	TIERRA RIGHT OF WAY SERVICES	29290	9/16/2022	2201301	8/31/2022		22025	CIP 17-13 Ops Facility Relocation Svcs 7/31-8/27	699.67	40859431-562001	01713-Land-LandStorm-
5561	TIERRA RIGHT OF WAY SERVICES	29290	9/16/2022	2201301	8/31/2022		22025	CIP 17-13 Ops Facility Relocation Svcs 7/31-8/27	699.66	40159434-562001	01713-Land-LandWater-
								Check 29290 Total	7,572.50		
893	TIMCO INC	29291	9/16/2022	T047035	7/28/2022			33-118 Excavation Hose	354.57	55054830-531000	
								Check 29291 Total	354.57		
5185	TRANSPORTATION SOLUTIONS, INC.	29292	9/16/2022	18901	8/29/2022		22012	CIP 21-11 Maple Ped Signal, Backplates 7/1-8/15/22	9,595.25	32059530-563518	02111-PE- -
								Check 29292 Total	9,595.25		
4811	US BANK VOYAGER FLEET SYSTEMS	29293	9/16/2022	8694063712236	9/1/2022			Fuel for Fleet - August 2022	14,390.61	55054830-532000	
								Check 29293 Total	14,390.61		
954	UTILITIES UNDERGROUND	29294	9/16/2022	2080234	8/31/2022			Excavation Notifications August 2022 (Qty.109)	167.86	40153450-541000	
								Check 29294 Total	167.86		
4933	VAN NESS FELDMAN LLP	29295	9/16/2022	434998	8/29/2022		19010	CIP 14-10 WRRP Golf Course through 7/31/2022	4,840.00	40859431-563419	01410-PE-DSTRM-
								Check 29295 Total	4,840.00		
2309	VERIZON WIRELESS	29296	9/16/2022	9913796686	8/18/2022			MONTHLY VERIZON BILL - AUG 2022 (Less Adjustments)	7,053.01	55151880-542000	
								Check 29296 Total	7,053.01		

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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
1052	WA ST PATROL - BUDGET & FISCAL	29297	9/16/2022	I23001113	9/7/2022			PD-CPL Background checks for 8/22, Acct#WA0270200	26.50	651-237116	
								Check 29297 Total	26.50		
236	DEPT OF HEALTH- OFFICE DRINK OF WATER	29298	9/16/2022	2948	9/1/2022			Loan DM13-952- 178 2020 Principal	291,056.75	40159134- 570402	
236	DEPT OF HEALTH- OFFICE DRINK OF WATER	29298	9/16/2022	2948	9/1/2022			Loan DM13-952- 178 2020 Interest	65,487.77	40159234- 580402	
								Check 29298 Total	356,544.52		
1022	WATER MANAGEMENT LABORATORIES	29299	9/16/2022	205052	8/15/2022			Total Coliform (Qty.7) & PU Fee	169.50	40153450- 541022	
1022	WATER MANAGEMENT LABORATORIES	29299	9/16/2022	205306	8/24/2022			8/17 Total Coliform (Qty.8) & PU Fee	189.50	40153450- 541022	
								Check 29299 Total	359.00		
3099	WAXIE SANITARY SUPPLY	29300	9/16/2022	81145831	8/31/2022			Gloves	321.42	00151835- 531000	
								Check 29300 Total	321.42		
4223	RICOH USA INC	29301	9/16/2022	106460996	8/26/2022			SENIOR CENTER COPIER LEASE AND CLICK COUNT	27.75	55151880- 545000	
4223	RICOH USA INC	29301	9/16/2022	106460996	8/26/2022			SENIOR CENTER COPIER LEASE AND CLICK COUNT	3.73	55151880- 542000	
								Check 29301 Total	31.48		
5933	WESTCOAST ROTOR INC	29302	9/16/2022	30230	8/30/2022			TWAS Pump Gaskets	180.94	40253585- 531018	

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 29302 Total	180.94		
3423	WESTERN MACHINE WORKS INC	29303	9/16/2022	351241	8/30/2022			Galvanized coating for Primary Sampler Stand	909.39	40253585-541000	
								Check 29303 Total	909.39		
1010	WETRC/GREEN RIVER COMM COLLEGE	29304	9/16/2022	218606	9/2/2022			Asbestos Cement Course - A. Hoffman	210.00	40153450-549003	
1010	WETRC/GREEN RIVER COMM COLLEGE	29304	9/16/2022	218607	9/2/2022			WDM 1 & 2 Cert Prep - R. Kinkade	400.00	40153450-549003	
1010	WETRC/GREEN RIVER COMM COLLEGE	29304	9/16/2022	218608	9/2/2022			WDM 1 & 2 Cert Prep - Z. Hart	400.00	40153450-549003	
1010	WETRC/GREEN RIVER COMM COLLEGE	29304	9/16/2022	218609	9/2/2022			WDM 1& 2 Cert Prep - L. Moe	400.00	40153450-549003	
								Check 29304 Total	1,410.00		
4743	ZONES INC	29305	9/16/2022	K19600350101	7/22/2022			IT HELPDESK SOFTWARE (CONNECTWISE)	11,733.77	55151880-535014	
4743	ZONES INC	29305	9/16/2022	K19748030101	8/25/2022			DOCUSIGN ANNUAL SUBSCRIPTION	9,480.95	55151880-535014	
								Check 29305 Total	21,214.72		
								Grand Total	1,145,246.77		

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.

Kassandra Raymond
 Signed
 E5EBAEC4A5...

11/28/2022 | 2:23 PM PST
 Date

City of Sumner, WA



Use Tax Report 08/31/2022 to 09/16/2022

VENDOR	DOCUMENT INVOICE ACCOUNT	INVOICE	DESCRIPTION	PAID DATE TO BE PAID	RATE FROM	LINE	TAXABLE AMOUNT	USE TAX
189	24357 40853150-531000-	2000827	Rock - west valley	09/16/2022 408-237102-	9.400	1	127.78	12.01
564	25826 40253585-531006-	475539	Lab Testing Supplie	09/16/2022 402-237102-	9.400	1	900.15	84.61
5933	25702 40253585-531018-	30230	TWAS Pump Gaskets	09/16/2022 402-237102-	9.400	1	180.94	17.01

City of Sumner, WA



Use Tax Account Totals

Account		Amount	Discount Percent	Net Amount
402-237102-	\$	101.62	0.000 %	\$ 101.62
408-237102-	\$	12.01	0.000 %	\$ 12.01

Total Use Tax: \$113.63

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

City of Sumner, WA



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 111100

FOR: Voids

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
29203	09/16/2022	VOID	006156 BUCK, MICHAEL S		43,951.10		11/23/2022
			1 CHECKS	CASH ACCOUNT TOTAL	.00	43,951.10	

City of Sumner, WA



AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	.00	43,951.10

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

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
2913	JAMERSON, JEFF	435	9/16/2022	Jamer092022	9/1/2022			DOT Exam Reimburse	120.00	00151900-541000	
								Check 435 Total	120.00		
1602	LAW OFFICE OF THOMAS M PORS	436	9/16/2022	1654	9/2/2022		19044	CIP 04-02 Water Rights Legal Svcs August 2022	5,810.00	40159434-563426	00402-PE-DWAT-
								Check 436 Total	5,810.00		
3695	MILES RESOURCES LLC	437	9/16/2022	336978	8/31/2022			Asphalt Water Service Replacement on Wright Ave	180.15	40153450-531023	
3695	MILES RESOURCES LLC	437	9/16/2022	337015	8/31/2022			Asphalt Water Leak Repair - 15625 Main Street	39.66	40153450-531023	
3695	MILES RESOURCES LLC	437	9/16/2022	337128	8/31/2022			Asphalt Around Water MTR Box at 1116 Fryar Ave	207.34	40153450-531023	
								Check 437 Total	427.15		
5922	TCF ARCHITECTURE PLLC	438	9/16/2022	20220716	7/31/2022		20032	CIP 17-13 Ops Facility Design July 2022	76,476.65	32559481-562001	01713-PE-Design-
								Check 438 Total	76,476.65		
5791	WSP USA INC	439	9/16/2022	1203606	8/16/2022		19145	CIP 14-01 Fryar Ave Trail July 2022	17,012.87	31059562-563304	01401-PE- -
								Check 439 Total	17,012.87		
								Grand Total	99,846.67		

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 certify and certify to said claim.

Signed Kassandra Raymond 11/28/2022 | 2:23 PM PST
 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	15205	8/19/2022	HRA 08/19/2022 (wire)	8/19/2022			2022 HRA Med/Rx Co-Ins Reimbursements	4,800.00	00151730- 521020	
								Check 15205 Total	4,800.00		
5878	CORPORATION SERVICE COMPANY (CSC)	15206	8/10/2022	82859199410 08102022	8/10/2022			Recorded Doc: Meeker Parking BOS	107.60	40153410- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15206	8/10/2022	82859199410 08102022	8/10/2022			Recorded Doc: Meeker Parking BOS	107.61	40853110- 541000	
								Check 15206 Total	215.21		
5878	CORPORATION SERVICE COMPANY (CSC)	15207	8/9/2022	82859199410 08092022	8/9/2022			Recorded Doc: Seaport 4 BOS	108.11	40153410- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15207	8/9/2022	82859199410 08092022	8/9/2022			Recorded Doc: Seaport 4 BOS	108.10	40853110- 541000	
								Check 15207 Total	216.21		
								Grand Total	5,231.42		

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.

Kassandra Raymond
Signed

11/28/2022 | 2:23 PM PST
Date

0A506E5EBAEC4A5...

Payroll

From: [Chris Jensen](#)
To: [Norman Shadlow](#)
Subject: PPE 08/31/2022
Date: Friday, October 28, 2022 10:41:30 AM

Hi Norm,

Please add the following to the voucher list:

PPE 08/31/2022

Check Range: 10000

Amount: \$7,783.11

Direct Deposit Range: 60141 – 60270, 60272, 60278, 60280, 60281

Amount: \$456,591.36

Wire Range: 60271, 60273-60277, 60279, 60282-60285

Amount: \$289,711.02

Total: \$754,085.49

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: Approval of the meeting minutes from the November 7, 2022, regular council meeting and the 14th and 28th November 2022 study session.

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. November 7, 2022 Regular Meeting Minutes
2. November 14, 2022 Study Session Minutes
3. November 28, 2022 Study Session Minutes

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Meeting minutes from previous council meetings.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as written.



CITY COUNCIL MEETING MINUTES
City Hall – 1104 Maple Street
November 7, 2022 6:00 PM

The city conducted this public meeting using a hybrid model both in person and ZOOM.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Development Services Director Doug Beagle, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Police Chief Brad Moericke, Communications Director Carmen Palmer, Deputy City Attorney Maili Barber, Chief Financial Officer Cassandra Raymond, Administrative Services Director Jeff Steffens and City Clerk Michelle Converse

CALL TO ORDER

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

Pledge of Allegiance

Invocation

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

CONSENT AGENDA

MOVED BY HOCHSTATTER, SECONDED BY NEUMAN TO APPROVE THE CONSENT AGENDA CONSISTING OF THE FOLLOWING:

1. Resolution No. 1642 - Nisqually Jail Services Agreement
2. Resolution No. 1643 - Department of Commerce Grant Acceptance
3. Stewart Road Bridge Easement Acquisition: Potelco
4. Resolution No. 1644 - Grant Acceptance: Systemic Horizontal Curve and Roadway Safety Improvements
5. Approval of the regular council meeting and special study session minutes of October 17, 2022 and minutes from the 24th of October 2022, study session.
6. Main and Wood Intersection Improvements - Construction Management Services Agreement

PASSED BY VOICE VOTE.

PUBLIC HEARING

1. Ordinance No. 2838 – 2023/2024 Biennial Budget

Mayor Hayden called the Public Hearing open at 6:06pm at and called on Chief Financial Officer Cassandra Raymond. With no comments from the public or the council, Mayor Hayden closed the hearing at 6:07pm.

2. Riverwalk Trail Vacation

Mayor Hayden called the Public Hearing open at 6:09pm and called on City Attorney Andrea Marquez. The City received several emails (attached) and one voice mail comment from public (attached). The following spoke at the meeting:

Don Hall, 145th Avenue Court East
Ed Leidel, 145th Avenue East
John Harrington 145th Avenue East

With no additional comments from the public or the council, Mayor Hayden closed the hearing at 6:22pm

REGULAR BUSINESS

1. Unfinished Business

a. Resolution No. 1640 – Tax Year 2023 Ad Valorem Property Tax

MOVED BY BITETTO SECONDED BY HOCHSTATTER TO ADOPT RESOLUTION NO.1640 TAX YEAR 2023 AD VALOREM PROPERTY TAX.

Chief Financial Officer Kassandra Raymond addressed the Council.

COUNCILMEMBER NEUMAN PROPOSED AMENDING RESOLUTION 1640 TO REFLECT A 3% PROPERTY TAX INCREASE AND ASK THAT ALL NECESSARY PROVISIONS OF THE RESOLUTION BE UPDATED ACCORDINGLY. SECONDED BY REED.

DISCUSSION ENSUED.

THE COUNCIL THEN VOTED ON THE AMENDMENT.

AMENDMENT FAILED 3-4

VOTING YES – BROWN, REED, NEUMAN

VOTING NO – COLE, STUARD, HOCHSTATTER, BITETTO

COUNCIL THEN VOTED ON THE MOTION AS WRITTEN

PASSED 4-3

COUNCIL VOTING YES – BITETTO, STUARD, HOCHSTATTER, COLE,
NEUMAN COUNCIL VOTING NO – BROWN AND NEUMAN, REED

2. Public Comment

There was no comment tonight.

3. New Business

a. Appointment of Cultural Arts Commissioner

MOVED BY COLE SECONDED BY HOCHSTATTER TO APPROVE THE MAYORAL APPOINTMENT OF ANNE VANLIEROP TO THE CULTURAL ARTS COMMISSION FOR A TERM OF FOUR YEARS, EXPIRING IN APRIL OF 2026.

Community Development Director Ryan Windish addressed the Council.

PASSED BY VOICE VOTE.

b. Resolution No. 1641 – Terminating COVID-19 Emergency Proclamation

MOVED BY STUARD SECONDED BY HOCHSTATTER TO ADOPT RESOLUTION NO.1641
TERMINATING THE CITY'S EMERGENCY PROCLAMATION RELATED TO THE COVID-19
PANDEMIC.

City Administrator Jason Wilson addressed the Council

PASSED BY ROLL CALL VOTE.

4. Reports

a. Council

Councilmember Neuman wished to thank the Fire Department and Public Works and everyone else who assisted and continues to assist with the fire and the effects.

Councilmember Cole attended a special Rainier Communications Commission (RCC) meeting on October 19th for the purposes of discussing the future of RCC Interlocal Agreement. They want to start looking at other models there was a discussion about disbanding the RCC. Most of the participating jurisdictions do not want to dissolve the RCC. There was no vote and we are still operating under the old agreement. Councilmember Cole also agreed to participate on the 'Use of Force' Commission for the Public Safety Committee.

Deputy Mayor Hochstatter thanked to the fire, police and the staff she is so very thankful that no one is hurt. The High School Homecoming parade was a great success.

Councilmember Bitetto also comments about the impacts on the downtown fire. She reported the on the amount of money that has been donated to the fire victims by Rotary and during the Homecoming parade.

Councilmember Brown also mentioned the fire.

Councilmember Reed thanked everyone who was involved in the recovery efforts with the fire, he is sure we as a community will recover. His report ended by congratulating the High School marching band, taking the Grand Sweepstakes prize at the Auburn Veterans Parade,

Councilmember Stuard also echoed council comments about the fire and the impact it will have around the community. He ended his report by also congratulating the High School band,

b. City Administrator

City Administrator Jason Wilson reported on the following:

Upcoming Policy Issues:

- November 14th Study Session
 - South Sound 911 Update
 - 2023 Legislative Agenda
 - 2023/24 Final Budget Review
- November 21st Regular Council Meeting—Cancelled
- November 28th Study Session
 - 2021/22 Final Budget Amendment
 - Zero Lot Line Subdivisions
 - Police Officer Wellness Program
 - Labor Executive Session

Miscellaneous:

- Sumner Alert—Don't forget to sign up for Sumner Alert to receive community and emergency notifications from the city. Sign up by clicking the link on our website.
- Police Force Investigation Team: The city is seeking a community representative to serve on the Pierce County Force Investigation Team. More information can be found on our website.
- Upcoming Events:
 - Hometown Holidays: November 12th, 10-5pm
 - Small Business Saturday: November 26th, 10-5pm
 - Bridge Lighting: November 26th at 5pm, events start at 3pm
 - Santa Parade: December 3rd, at 3pm

c. **Mayor**

Mayor Hayden thanked East Pierce Fire and Rescue to their response. She agreed with everyone's sentiment regarding the fire. She also participated in the Auburn Veteran's Parade. She had no idea it was such a large event, she had a great time and congratulated the band on another outstanding performance.

5. Executive Session

6. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 7:03pm. Councilmembers concurred.

Attest:

Kathy Hayden, Mayor

Michelle Converse, CMC
City Clerk

From: [REDACTED]
To: [Andrea Marquez](#)
Subject: Voice Mail (54 seconds)
Date: Monday, November 7, 2022 10:00:25 AM
Attachments: [audio.mp3](#)

Yes, Andrea, my name is Ed Leidel. I called I believe last week or over the weekend regarding the Riverwalk Trail vacation. I like the idea of getting rid of it. I guess a good example is just this weekend the water came over the pass and we got a mess again and it just happens that way and something needs to be done. It does take away from the dog poop and things like that show up. My name again is Ed Leidle and my phone number is [REDACTED] and I understand is there going to be a meeting tonight. I would show up. Thank you.

You received a voice mail from [REDACTED] -

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

From: [REDACTED]
Subject: [Andrea Marquez](#)
Date: Voice Mail (1 minute and 2 seconds)
Attachments: Saturday, November 5, 2022 9:34:10 AM
[audio.mp3](#)

Yes, Andrea, my name is Edwin Leidel. I live on in river walk and I live on the river. And I'm calling about the proposal of work being done on the River Walk Trail. And I believe that we should eliminate that trail. It we had dog poop down there. We had all kinds of things, but we could eliminate by doing the same thing as they did on the Eastside, filling in and bringing the bank up. It would really help down here. And your guys wouldn't have to come down here and work on the path such as like what happened yesterday. So I thought I'd leave a message. My phone number is [REDACTED] Again, my name is Ed Leidel.

[REDACTED]

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

From: [REDACTED]
To: [Andrea Marquez](#)
Subject: Riverwalk Trail Vacation
Date: Sunday, October 30, 2022 12:05:25 PM

****EXTERNAL EMAIL****

Good morning.

As a new resident to the Retreat Apartments I'd like to object against the vacation of the Riverwalk Trail close to our homes for several reasons.

1. I specifically moved into this community because of the trail. I have mobility issues and wanted to utilize the trail as part of my rehabilitation. The trail is just outside my home and easy to get to, and I feel safe knowing I have a private trail with no judgement from those who might understand I need to take things slow.
2. Seeing the condition of the trail as it is now, I feel it is the cities responsibility to make repairs BEFORE they vacate. It is unethical for the city to abandon these repairs before complete as the damage was done on their watch. While the Riverwalk Condominiums may have the means to upkeep their section of the trail I know the owners of the Retreat will never upkeep their part - rendering this part of the trail useless to the residents here.
3. The ever expanding rabbit population along the trail is a health concern that the city needs to monitor and address. There is rabbit feces covering not only the trail, but the parking lots, porches of apartments, sidewalks and streets. We should have all learned from the COVID pandemic how easily these sort of conditions can lead to disease. As a public health concern this falls under the prevue of the city.

I believe the city should reevaluate the decision to vacate these portions of the Riverwalk Trail and instead dedicate funds to repair and clean it up.

Thank you,

Jaci Willoughby

[REDACTED]
Sumner, WA 98390

New resident looking to make this a safe and clean community for everyone - not only those with financial means.

From: [REDACTED]
To: [Andrea Marquez](#)
Subject: Riverwalk Trail Vacation
Date: Monday, November 7, 2022 11:06:22 AM

****EXTERNAL EMAIL****

Hello,

My name is Joshua Closson and I live at [REDACTED] 75th Street Ct E. I would like you to consider delaying vacating the right of way until such time as the Rivergrove community has other outdoor recreation options.

We are still years away from completion of the pedestrian bridge leaving the only options for walking to walk up and down the busy main road or around some relatively small blocks. Leaving the neighborhood on foot requires crossing the 162/410 overpass with two dangerous crosswalks. I have had to move quickly on multiple occasions to avoid being hit by inattentive drivers making right turns onto or off of 410.

Riverwalk trail gives a short but pleasant option for walking within the neighborhood. I walk this on a routine basis and usually pass 3 or 4 other groups also walking beside the river.

When I asked about the plans for future river access referenced in the public notice the response was that there is no plans for future access here and that we should use the access at State street, a 2.5 mile hour walk away. This falls well outside Sumner's stated goals of being a walkable community and being 1/4 mile from parks and outdoor recreation.

Please delay vacating this right of way until our community has something to replace it.

Thanks,
Joshua

From: [REDACTED]
To: [Andrea Marquez](#)
Cc: [REDACTED]
Subject: Riverwalk Trail Vacation
Date: Friday, November 4, 2022 1:47:55 PM

****EXTERNAL EMAIL****

Andrea,

As a resident along the river, I wish to make exception to your comments “the trail is currently landlocked without public access” and “for which a public trail will never be permitted,” and “no longer feasible for public access”. Although there are signs stating that the property is private the public is not barred from walking on the trail. There are no chains or gates or fences blocking access to the trail. In fact, the trail is used by people from all over the River Grove area. On any given day, except for ones like today when it is constantly raining, you can see community members walking, riding bikes, pushing strollers and using various means to traverse the path along the river.

One would assume, to enhance public access, the City decided to divert the trail that goes to Orting from Riverwalk to a more public access around our community. While this was a more reasonable choice it does not change the fact that the trail is still used by people from all over the area and that the City should, therefore, still have some responsibility in maintaining it.

As I have a previous obligation I will not be able to attend the public hearing and, therefore, am submitting my objections by this email.

Respectfully,

Millie Donahue
Riverwalk, Sumner

Sent from [Mail](#) for Windows

From: [REDACTED]
To: [Andrea Marquez](#)
Subject: Riverwalk Trail Vacation
Date: Tuesday, October 18, 2022 2:43:31 PM

****EXTERNAL EMAIL****

Andrea,

I'm just writing to say that I think it would be a loss to take away public access to the trail. I know a lot of people use it. It's important for both physical and mental health to have pleasant locations to walk. It is the only place for those of us who live in the neighborhood to walk that is not along a road.

Thank you for your time and listening to my thoughts on the matter.

Jennifer Bauder

From: [REDACTED]
To: [Andrea Marquez](#)
Subject: Voice Mail (1 minute and 1 second)
Date: Monday, November 7, 2022 10:32:38 AM
Attachments: [REDACTED]

Andrea my name is Patricia Tran Holt. My cell number is [REDACTED]. I live in Riverwalk in Sumner and I have some questions that are really bothering me about our path out there. Our bank is totally going away, it's disintegrating, and we have so many dead trees that are just over the edge of whatever bank we have left. And I'm wondering, with this new thing, who is going to take care of what's on the bank and over the bank? It just is has been worrying a whole lot of us. So could you call me back please? Thank you. Bye, bye.

[REDACTED]

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)



Mayor Hayden called to order the Sumner City Council Study Session of November 14, 2022, at 6:00pm.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development Director Ryan Windish, Communications Director Carmen Palmer, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond, and City Engineer Michael Kosa

Council present: Bitetto, Brown, Cole, Hochstatter, Neuman (arrived at 6:03pm), Reed and Stuard

STUDY SESSION BUSINESS

1. South Sound 911 Overview
Presented by Executive Director Grady
2. 2023 Legislative Agenda
3. ~~2023-24 Biennial Budget Discussion—~~
Out of time, Item #3 will be addressed at the November 28th Study Session.

ADJOURNMENT

With no further business before the Council, Mayor Hayden adjourned the meeting at 8:27pm. Councilmembers concurred.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk



STUDY SESSION MINUTES
Sumner City Hall
1104 Maple Street
November 28, 2022 6:00PM

Deputy Mayor Hochstatter called to order the Sumner City Council Study Session of November 28, 2022, at 6:01pm.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Administrative Services Director Jeff Steffens, Police Chief Brad Moericke, Deputy Police Chief Andy McCurdy, Deputy City Attorney Maili Barber, City Engineer Michael Kosa and Chief Financial Officer Kassandra Raymond

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

COUNCILMEMBER COLE WAS ABSENT.

MOVED BY NEUMAN SECONDED BY BITETTO TO EXCUSE COUNCILMEMBER COLE.

PASSED BY VOICE VOTE.

STUDY SESSION BUSINESS

1. Ordinance No. 2841 - 2021/2022 Biennial Budget Final Amendment
2. Ordinance No. 2842 - Sumner Municipal Code Update - Zero Lot Line Subdivisions
3. Resolution No. 1645 - WSCJTC Police Officer Wellness Grant Award

MAYOR HAYDEN ADJOURNED THE REGULAR MEETING INTO EXECUTIVE SESSION AT 7:19PM FOR THE PURPOSE OF DISCUSSING WITH LEGAL COUNCIL LABOR NEGOTIATIONS, PURSUANT TO RCW 42.30.10(g) FOR NO MORE THAN 10 MINUTES.

ADJOURNMENT

With no further business before the Council, Deputy Mayor Hochstatter adjourned the meeting at 7:29pm. Councilmembers concurred.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk

SUBJECT: Approval of Collective Bargaining Agreement with the Sumner Police Guild
Representing Special Commissioned and Non-Commissioned Employees.

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Non-Commissioned Personal Collective Bargaining Agreement

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff has reached a tentative labor agreement with the Sumner Police Guild representing Special Commissioned and Non-Commissioned employees. This one-year agreement covers employees in the following classifications: Police Records, Community Service Officer and Animal Control. The proposed salary increases are supported by comparable positions in neighboring jurisdictions and fit within 2023 budget projections. A one year labor agreement will allow the timeline of this CBA to match that of the Commissioned Police Guild.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 11/28/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the Support Services Collective Bargaining Agreement for one-year, approved as to form by the City Attorney.

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

THE SUMNER POLICE GUILD
Representing Special Commissioned and
Non-Commissioned Employees

January 1, 202~~31~~, through December 31, 202~~32~~

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**AGREEMENT
BY AND BETWEEN
THE CITY OF SUMNER
AND
THE SUMNER POLICE GUILD
Representing Special- and Non-Commissioned Officers**

THIS AGREEMENT made and entered into by and between the City of Sumner, hereinafter referred to as the "City" and the Sumner Police Guild, hereinafter referred to as the "Guild."

ARTICLE I - RECOGNITION

1.1 The City recognizes the Guild as the exclusive bargaining representative for all employees designated by the classifications set forth in Appendix "A" exclusive of confidential employees, Professional Standards Officer, Deputy Police Chief, Lieutenant, Police Chief, and other exempt positions.

The language of this section does not waive and is not a bar to the Guild's right to petition PERC for the inclusion of a newly created classification in the Guild.

ARTICLE II - GUILD MEMBERSHIP

2.1 The City shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, Social Security number, starting pay step, and classification of the new employee. The City shall provide the Guild up to 30 minutes to speak with new employees within their first 90 days of employment. The employee has the choice to attend or not attend the meeting with the Guild.

2.2 Upon the voluntary written, ~~electronic, or recorded voice~~ authorization of an employee to the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City in writing, by the Guild from time to time. If the Employer-City receives a request for authorization of deductions, the employer-City shall as soon as practicable forward the request to the Guild. The City shall transmit each month said moneys to the Guild, along with the names of each employee whose dues are transmitted.

2.3 An employee may stop paying Guild dues by submitting a written request to the Guild in accordance with the terms and conditions on the authorization. After the Employer-City receives confirmation from the Guild that an employee has revoked authorization, the Employer-City shall end the deduction no later than the second payroll after receipt of the confirmation.

2.4 The Guild shall hold the City harmless for any claims filed by an employee for

reasons arising out of dues deductions. The ~~Employer-City~~ will promptly notify the Guild in writing of any claim, demand, suit, or other form of liability asserted against it relating to its implementation of this Article.

2.5 The address of the Guild is: P.O. Box 1473, Sumner, Washington 98390. From time to time and as necessary, the Guild shall provide written notification to the City of the names of the Guild Executive Board members.

ARTICLE III - NONDISCRIMINATION

3.1 The Guild and the City agree not to discriminate because of race, color, creed, sex, age, marital status, national origin, sexual orientation including Gender Identity, HIV/AIDS and Hepatitis C Status, disability (unless unable to perform the essential functions of the job), or Guild membership, in accordance with State and Federal laws regarding discrimination. Employees may challenge practices or actions that they allege violate the provisions of this Article through the Employer's policies and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to Article XIV (Grievance Procedure) of this Article.

ARTICLE IV - MANAGEMENT RIGHTS

4.1 Subject to the requirements of RCW 41.56 et seq., the Guild recognizes the prerogative of the City to direct the workforce and to operate and manage its affairs in all respects in accordance with its responsibilities and authority. Provided nothing in this Agreement shall be deemed to waive the Guild's right to bargain any decision or change in any condition that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

Subject to the terms of this Agreement, it is understood and agreed that the City possesses the sole right to operate the Police Department and Metro Animal Services, regardless of the frequency or infrequency of such exercise. It is also negotiated that such rights include, but are not limited to the following:

- a. To determine the Department's mission, policies, and set forth all standards of service offered to the public.
- b. To plan, direct, control and determine the operations or services to be conducted by employees of the Police Department.
- c. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- d. To manage and direct the employees of the Police Department.

- e. To hire, promote, transfer, train, evaluate performance, and retain employees in positions of the Police Department.
- f. To establish work rules and rules of conduct.
- g. To suspend, demote, discharge, or take other appropriate disciplinary action against employees, for just cause, when warranted.
- h. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funding pursuant to Article 17.
- i. To regulate or change shifts, work days, hours of work, work week, work locations, and assign all work duties, provided nothing in this right would be deemed to waive the Guild's right to bargain any decision or change that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

The City and the Guild agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City or to the Guild.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the City in accordance with such policy and procedure as the City may determine, but does not preclude the Guild from seeking review of the exercise of these rights in a particular case in discussion with the City or the Chief of Police.

ARTICLE V - UNIFORMS, EQUIPMENT AND CLEANING

5.1 The City shall provide funds in the annual budget for the required uniforms and equipment and the replacement thereof. All issued uniform and equipment items are the property of the City and shall be returned to the City upon request.

5.2 The City agrees to pay up to two-hundred fifty dollars (\$250.00) per occurrence towards replacement costs of any personal property lost, damaged, or destroyed while on-duty. Provided that the City shall not be required to replace personal property lost, damaged, or destroyed due to the employee's gross negligence.

5.3 Uniform Maintenance: The City agrees to contract out for cleaning of uniforms for those employees required to wear uniforms. Employees will be allowed to drop off and pick up uniforms while on duty.

ARTICLE VI - VACATION AND HOLIDAYS

6.1 All employees covered under this agreement shall be entitled to annual vacation leave and accrues, as follows:

Years of Service	Vacation Days (Hours)
< 1	12 (96)
1-2	13 (104)
2-3	14 (112)
3-4	15 (120)
4-5	16 (128)
5-6	17 (136)
6-7	18 (144)
7-8	19 (152)
8-9	20 (160)
9-10	21 (168)
10-11	22 (176)
11-13	23 (184)
13-16	24 (192)
16-19	25 (200)
19-22	26 (208)
22-25	27 (216)
25+	28 (224)

- a. Except for probationary employees, an employee may sell back to the City up to a total of 100 hours of vacation leave per calendar year. The minimum sell-back for any employee shall be 50 hours per occurrence and the employee must maintain at least 40 hours of vacation leave in the employee's leave bank. In order to receive the vacation sell-back, an employee must submit a written request for vacation sell-back to the City at least thirty (30) days prior to payment of the sell-back amount to the employee.
- b. November 1st to November 15th of each year, each employee who wishes to bid vacation leave beginning from January 1st through December 31st of the following year will be permitted to do so by means of a vacation sign-up roster.

The sign-up roster will be posted on or before November 1st of each year for employees who would like to bid vacation leave. Employees will have until November 15th to sign up for their bid vacation leave.

Whenever practical, and consistent with the needs of the City and the availability of vacation relief coverage, employees shall have the right to make selections and take vacation leave times. Selection will be facilitated by the vacation sign-up roster and

by seniority. Bargaining unit seniority shall determine the order in which vacation leave is bid. Seniority vacation bids will be done in "blocks." A "block" is defined as at least the normal length of an employee's regularly scheduled work week. Bargaining unit employees shall participate in two (2) vacation bid cycles which shall establish the employee's primary and secondary block vacations. The City has the right to specify and periodically adjust minimum staffing requirements and the maximum number of employees allowed off on vacation leave at the same time to ensure adequate staff coverage. The City will not deny or rescind a vacation request for other than a legitimate operational need. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates. The City will allow employees with the conflict to attempt to resolve the issue themselves prior to imposing the right of seniority. An employee's first vacation bid takes precedence over a more senior employee's second vacation bid.

After the vacation list is established (i.e., posted prior to January 1st of each year) all other vacation leave time requests made by employees shall be considered on a first-come, first-served basis, until the next November 1st sign-up period. The City shall provide written approval or written disapproval of all written requests for vacation leave time within fourteen (14) calendar days, and whenever practical, will endeavor to grant requests for vacation leave, especially those deemed to be of emergency nature.

- c. An employee known to be starting pre-approved time off at the end of their current work shift shall not be held over for more than four (4) hours at the conclusion of the employee's current work shift.
- d. Vacation leave may only be accumulated to a maximum of 552 hours per employee covered by this Agreement. The employee's vacation leave bank must be at or below 552 hours by December 31st of each year. Employees hired by the City beginning on January 1, 2021 may accumulate a maximum of 420 hours vacation leave hours.

6.2 Holidays: The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Day before Christmas	December 24
Christmas Day	December 25

At the beginning of each year employees covered under this agreement shall receive 9688

hours of holiday leave (~~12~~¹ holidays at 8 hours each). Holiday leave must be used by the end of the calendar year. Unused leave will be forfeited to the City. An employee may request a three-month extension to use the holiday time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

Employees hired after January 1st will receive a pro-rated amount of holiday leave based on the remaining number of holidays left in the calendar year.

Employees who separate will have their holiday leave prorated based on the number of holidays that have already occurred in the calendar year.

Examples:

Employee A separates from employment June 30th. Prior to June 30th he has already used 40 hours of holiday time. January 1-June 30th there were only ~~four~~^{five} holidays (~~40~~³² hours). The overage (8 hours) would be deducted from the employee's vacation bank prior to separation pay out. If the employee doesn't have adequate vacation hours, it would be deducted from the final paycheck's regular hours (to make the city whole). The overage would be reported the Department of Retirement Services in the period it was earned.

Employee B separates from employment June 30th. Prior to June 30th he has only used 8 hours of holiday time. January 1-June 30th there were ~~four~~^{five} holidays (~~40~~³² hours). The shortage (~~24~~³² hours) would be added to the separation pay out and would be reportable as wages to the Department of Retirement Services.

6.3 Floating Holiday: Each employee shall receive one (1) floating holiday (8 hours), January 1st of each year. Employees starting after the first of the year shall receive a floating holiday upon hire. The floating holiday shall be denoted in a separate leave bank. The floating holiday must be used by the end of the calendar year. Unused floating holiday time will be forfeited to the City. Upon separation the floating holiday shall not be paid out.

ARTICLE VII - BEREAVEMENT LEAVE

7.1 All employees who suffer a death in their immediate family shall be given up to three (3) days off with full pay as Bereavement Leave and up to five (5) days off if the death occurs out of state and the employee travels out of state. Immediate family is defined as spouse, son, daughter, step-son, step-daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents on both sides, step parents, aunt, uncle or any relative residing in the employee's immediate household.

ARTICLE VIII - SICK LEAVE

8.1 Sick leave for each regular employee shall be earned at the rate of eight (8) hours per month.

8.2 Unused Sick Leave: All regular employees shall be compensated in cash, at 100% of their base rate of pay, for any unused accumulation of sick leave up to a maximum of 720 hours when they are permanently separated from employment in accordance with the following percentages of the employee's accumulated and unused sick leave:

Employees hired prior to January 1, 2018:

Termination for cause	0%
Resignation	25%
Lay-Off	50%
Retirement	100%
Disability Retirement	100%
Death	100%

Employees hired on or after January 1, 2018:

Termination for cause	0%
Resignation	25%
Lay-Off	25%
Retirement	100% for first 360 hours, 25% for remaining 360 hours
Disability Retirement	100%
Death	100%

8.3 An employee injured on the job will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light-duty assignments available in the Police Department, as reasonably determined by the Chief of Police.

8.4 Sick leave donations shall be in accordance with City policy.

ARTICLE IX - FEDERAL AND STATE LEAVES

9.1 Leaves Provided by Applicable Statute: The Employer will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78);
- b. Family Care Act Leave (RCW 49.12.265);
- c. Pregnancy Disability Leave (RCW 49.60);
- d. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);

- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460);
- g. Washington Paid Family and Medical Leave Program (RCW 50A.04)

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to the Employer's policy.

9.1.1 Protected Leave Use: Employees may choose to use any applicable protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

9.2 Washington Paid Family and Medical Leave Law: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining premium amounts.

ARTICLE X - HOURS OF WORK, SALARY AND OVERTIME

10.1 The Chief of Police or designee shall post a thirty (30) day department work schedule no later than fifteen (15) days prior to the effective date of that work schedule.

10.1.2 Hours of Work: Current shift schedules may be modified by memorandum of understanding by mutual agreement of the Guild and the Police Chief. All shifts shall be consecutive hours i.e., no split shifts other than for department wide training unless the split shift is agreed to by the employee and the supervisor. Employees shall be entitled to eight-hours off between shifts.

10.1.3 Work Period: The work period for employees working an alternative work schedule shall be based on 80 hours in a 14-day period.

10.2 Base salaries shall be paid to employees in accordance with the salary schedule attached hereto and designated as Appendix "A." Additional rates of pay are set forth below.

10.2.1 Overtime: Overtime pay shall consist of pay at the rate of one and one half (1 ½) times the regular rate of pay as defined by the Fair Labor Standards Act, 29 USC Sec 201 et seq. The use of vacation, holiday, sick leave, and compensatory time shall, for the purposes of overtime calculation, constitute hours worked. All accumulated overtime pay shall be paid in the period accrued.

10.2.2 Holiday Pay: Holiday pay shall be paid to employees for all hours actually worked on recognized holidays by the City except for the floating holiday. The floating holiday will be paid at the regular rate of pay, including applicable premium pay(s). Holiday pay is an additional one-half (½) of the employee's regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay(s), is \$10 per hour, their holiday pay for actual hours worked on the holiday will be \$15 per hour.

When employees work overtime on a recognized holiday, their holiday overtime rate of pay shall be two and one-quarter (2 1/4) times their regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay, is \$10 per hour, their holiday overtime pay for actual hours worked on the holiday will be \$22.50 per hour.

If an employee works an extra-duty assignment on a recognized holiday, the standard overtime rate of one and one-half (1 ½) times the regular rate of pay shall apply. This includes grant funded traffic emphasis assignments and extra-duty for private entities.

The City at its sole discretion will determine staffing on holidays. The affected employee's schedule may be adjusted to prevent working on a holiday, or the employee may use accrued holiday or vacation leave.

10.2.3 Shift Adjustment Pay: Any time an employee's normally scheduled shift is adjusted with less than seven (7) days' notice, they shall be paid an additional one-half (½) of the employee's regular hourly rate of pay for all hours worked outside their normally scheduled shift. If the employee works less than three (3) hours outside of their normally scheduled shift they shall receive a minimum of three hours of shift adjustment pay. A shift adjustment is not a "callback".

10.2.4 Shift Extension: A shift extension is time worked by an employee contiguous to the beginning or end of a regularly scheduled shift. It differs from a shift adjustment because the employee works their entire scheduled shift in addition to the extension. Shift extensions shall be compensated at the applicable overtime rate for the actual hours worked in addition to the regular shift.

10.2.5 Callback: A callback is a recall to duty of an employee after the employee has completed their regularly scheduled shift and the employee has stopped working and departed the premises, or when the employee is on days off or paid leave of absence. All callbacks are subject to a three (3) hour minimum and shall be compensated at the applicable overtime rate.

A Supervisor (including WOOC or AIC) that is able to handle a work-related issue by phone while off duty shall be compensated at the overtime rate

in 15-minute increments. Overtime shall be rounded up or down to the closest quarter hour based on 7-minute increments.

10.2.6 Approved Leave Callback: An approved leave callback is a recall to duty of an employee for any reason once leave has been approved and the affected employee has incurred expenses in planning for the same. Approved leave includes: vacation, bereavement leave, or compensatory time off, as listed on the employee's leave request. Employees wishing to be unavailable on regularly scheduled days off, immediately preceding or following their requested time off must indicate such on their leave request for this provision to apply. Hours worked during the approved leave period shall be compensated at twice the hourly rate upon reporting for duty, and the affected employee shall be reimbursed for round trip transportation costs involved in returning for duty or any other non-refundable expenses incurred. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved City rate. Vacation approval or other leave requests shall not unreasonably be withheld to frustrate the intent of this section. Employees shall be credited with the number of vacation hours lost. Employee will confirm the callback with the City prior to making any travel arrangements for a return trip. If an employee voluntarily chooses to come back to work, this provision does not apply.

10.2.7 Court Attendance: Any time an employee is required to appear for Court for reason arising out of their employment with the City, outside of their regular shift; the employee shall receive a minimum of at least two (2) hours at the applicable overtime rate. Court attendance is not considered a callback.

The employee shall contact by phone or email the prosecuting attorney responsible for issuing the subpoena their last day of work prior to the court date to determine if attendance is still required. If the court date is scheduled more than 24 hours from the date the officer contacts the prosecuting attorney, support staff or a supervisor will continue to contact the prosecuting attorney and will call the officers by phone if there are any changes. Officers are responsible for checking their phones for messages prior to reporting to court. Employees appearing on cancelled or continued court appearances without attempting to confirm attendance as outlined above will not be eligible for minimum court callback pay unless the cancellation or continuation was received on the actual court date.

When waiting to testify in Sumner Municipal Court, an officer may be assigned other Police duties to perform unless involved in Court-related duties, but only until the officer is released by the Court or the officer's court appearance is canceled.

10.2.8 Meal Payment: Anytime an employee works four (4) consecutive hours

overtime immediately following a regular shift, when notice of overtime is received during the adjacent shift, the employee will receive a ~~\$15.00~~\$20.00 (~~fifteen~~twenty dollar) meal allowance, if not provided a meal by the Employer. Anytime an employee is called in on a day off/holiday with three (3) hours or less notice and works at least six (6) consecutive hours, the employee will receive a ~~\$20.00~~\$20.00 (~~fifteen~~twenty dollar) meal allowance, if not provided a meal by the Employer. The ~~\$20.00~~\$20.00 is payable in the corresponding pay check and is a gross amount. The meal payment does not apply to any overtime scheduled with more than three (3) hours advance notice of requirement to return to work. Meal payments are intended to compensate the employee for the inconvenience of returning to work, or continuing work without receiving reasonable notice for the employee to prepare their own meal for the shift.

Examples:

- A. *The employee has been working and is asked to continue work for 7 hours of overtime immediately following the regularly scheduled shift the employee is currently working. The employee would receive one meal allowance.*
- B. *The employee is called out on a day off 3 hours or less notice and works 13 hours of overtime. The employee would receive two meal allowances.*
- C. *The employee is called to work 7 hours of overtime on their day off with 4 hours advance notice to return to work. The employee would not be eligible for a meal payment.*

10.3 Compensatory Time: Upon mutual agreement of the City and Employee, compensatory time off may be accrued instead of overtime payments. Employees shall be permitted to accumulate up to fifty (50) hours of compensatory time. At any time and at the employee's option, unused compensatory time may be sold back to the city at the employee's regular rate of pay. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three-month extension to use the accumulated compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long-term medical leave).

10.3.1 Compensatory Time Requests: Employees with accumulated compensatory time may request such time off by providing a written request to their supervisor at least 72 hours in advance of the requested time off. The City will not unreasonably deny such requests as long as proper notice has been received and the city is able to provide adequate staffing without mandating an employee to fill the shift or other similar undue hardship. Once approved, compensatory time off will not be cancelled except in case of exigent circumstances.

10.4 Training Time: Training is any pre-approved educational course, conference, seminar, briefing, convention, or other functions of similar nature (excluding the Animal Control Officer's Academy) that is intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid the payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time shall be from the Sumner Police Department to the training location and the time it takes to return to the police department.

Employees who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time, is eight (8) hours or more shall be considered to have worked a full day and are not required to report for duty.

Employees who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time is less than eight (8) hours shall report for duty before and/or after the training in order to complete their full, regularly scheduled shift. If the training lasts less than eight (8) hours an employee may request to take the rest of the shift off (to reach 8 or 10 hours) using accrued leave (vacation, holiday, or compensatory time).

10.5 Safety Release Time: In the event that an employee is required to work a minimum of three (3) consecutive hours of overtime (actual hours worked, not guaranteed minimum compensation) because of a court subpoena, or any unforeseen or emergency circumstances, that employee is entitled to eight (8) consecutive hours off between the end of the overtime shift and the beginning of their next regular duty shift. If the employee's next regular duty shift is scheduled to occur in less than eight (8) hours after the overtime shift has ended, the employee shall be afforded paid safety release time by the City to ensure that the eight (8) hours off for proper rest has been satisfied. Safety release time is paid at the regular rate of pay. In no case shall the employee be required to use their own vacation leave, compensatory time, etc., in order to ensure that they have eight (8) hours off between work shifts. The requirements of this Section will be met as long as scheduled shifts are at least eight (8) hours apart, even if Officers spend part of their eight-hour rest period commuting. Officers shall notify dispatch when they are released from court duty.

ARTICLE XI - INCENTIVE AND PREMIUM PAY

All incentive and premium pays are calculated off the base salary. There is no pyramiding of incentive and premium pays.

11.1 Tuition Reimbursement: Tuition reimbursements shall be in accordance with current City policy.

11.2 Educational Incentive: Successful completion of an Associate's Degree or equivalent college credits (from an accredited college or university) -- 2.5% of monthly pay,

Bachelor's Degree -- 5.0% of monthly pay.

Prior to receiving educational incentive pay, the employee shall arrange to have a sealed certified transcript(s) from their accredited college(s) or university(ies) delivered to the City's Human Resources Department.

11.3 Out of Classification Pay

11.3.1 Acting-In-Capacity (AIC): An employee assigned to AIC for one hundred sixty (160) consecutive hours or more shall be compensated at the Supervisors base salary plus applicable premium or incentive pay(s) effective in the assignment.

11.3.2 Work-Out-of-Class (WOOC): An employee shall be designated as a WOOC Supervisor in the absence of a Supervisor for three (3) or more full duty shifts including training days (not including a Supervisors regularly scheduled days off).

Only one (1) employee shall be assigned as the WOOC Supervisor and the WOOC Supervisor shall be assigned by seniority on the shift. The intent of this language is to have the same employee on a shift acting as the WOOC Supervisor for the duration of the assignment. When serving as a WOOC Supervisor, an employee shall receive \$5.70 per hour additional compensation for regularly scheduled days. If the WOOC Supervisor performs work outside of normal working hours, except extra-duty assignments, they shall be compensated at the overtime rate (including WOOC). The WOOC Supervisor shall be designated for time leading up to and leading out of the Supervisor's absence.

For example:

	Th	Fri	Sat	Sun	Mon	Tue	Wed	Th	Fri	Sat	Sun	Mon
Supervisor	REG	X	X	X	VAC	VAC	VAC	VAC	X	X	X	REG
Officer	REG	WOOC										X

11.4 Field Training Officer Pay

An Animal Control Officer assigned as a Certified Field Training Officer (FTO), after successfully completing the CJTC Field Training Officer Academy course, shall receive a premium pay of 5.0% of their base pay for any pay period in which the employee is assigned and performs FTO duties for at least one (1) entire shift. Only Animal Control Officers are eligible for FTO pay. Only one (1) FTO may be assigned at a time. The Police Chief shall have the sole discretion to designate and assign FTOs.

ARTICLE XII - INSURANCE

12.1 Medical Coverage: Employees and eligible dependents will be covered under the AWC High Deductible Health Plan (H.D.H.P.) with Health Savings Account (H.S.A.) and Health Reimbursement Agreement (H.R.A.) (Bridge) component. The City will pay for 100% of the premium for the employee and eligible dependents.

12.1.1 Health Savings Account (H.S.A.): The H.S.A. will be funded at the following levels:

Insured	H.S.A. Contribution:
Employee Only	\$1,500
Employee and Child	\$3,000
Employee and Child x 2 or more	\$3,000
Employee and Spouse	\$3,000
Employee, Spouse and Child	\$3,000
Employee, Spouse and Child x 2 or more	\$3,000

In January of each year the City will deposit 100% of the annual allotted amount into the employee's H.S.A. Employees hired mid-year will receive a prorated amount into an H.S.A. based on the number of full months remaining in the year. Such payments will commence with the employee's first pay check (after H.S.A. account info provided), then as scheduled above thereafter. Employees, who have a qualifying event that results in a change in coverage status, e.g., have a child or add a spouse, qualify for the pro-rated amount for the remainder of whole months. Employees may contribute additional money to their Health Savings Account, up to the maximum allowed under federal law.

a) Health Savings Account Ineligibility/Choice: If the employee is ineligible for a Health Savings Account or the employee chooses not to have a H.S.A., the City will provide an equal contribution of the Employee Only amount, to the employee's deferred compensation account.

12.1.2 Health Reimbursement Agreement (H.R.A. Bridge Plan): Each employee is eligible for a bridge (H.R.A.) plan to cover a portion of the out-of-pocket medical costs based on the following eligibility:

Insured	H.R.A. Eligibility:
Employee Only	\$2,400
Employee and Child	\$4,800
Employee and Child x 2 or more	\$4,800
Employee and Spouse	\$4,800
Employee, Spouse and Child	\$4,800
Employee, Spouse and Child x 2 or more	\$4,800

The H.S.A. and bridge (H.R.A.) work as follows:

Employee Only \$1500 H.S.A. \$2400 Bridge \$1100 OoPM			
	Medical Costs	Who Pays	Funding Source
Deductible	0-1,500	Employee	H.S.A.
80/20 Co-Insurance	1,500.01-3,900	City	Bridge
	3,900.01-5,000	Employee	Employee / H.S.A.
OoPM	5,000 +	Insurance	Insurance
Employee + Dependents \$3000 H.S.A. \$4800 Bridge \$2200 OoPM			
	Medical Costs	Who Pays	Funding Source
Deductible	0-3,000	Employee	H.S.A.
80/20 Co-Insurance	3,000.01-7,800	City	Bridge
	7,800.01-10,000	Employee	Employee / H.S.A.
OoPM	10,000 +	Insurance	Insurance

12.1.3 Medical Reopener: Both parties agree to reopen contract negotiations to discuss healthcare coverage if any of the following happen:

- a. AWC High Deductible Health Plan redesign that affects the co-insurance rate (currently 80% for preferred providers for most services), deductible amounts or out of pocket maximum amounts.
- b. If AWC offers another High Deductible Plan.
- c. A reduction of the IRS maximum allowable contribution amount to a Health Savings Account (H.S.A.).

12.2 Dental & Vision Coverage: Dental, and vision insurance programs shall be provided to full-time employees and their eligible dependents. Dental and vision premiums shall be paid one hundred percent (100%) by the City. The City agrees to provide Plan J Washington Dental to full-time employees and their eligible dependents during the term of this Agreement.

12.3 Life Insurance: The City shall provide a life insurance policy in the amount of \$50,000 for all Guild employees covered by this agreement.

Guild employees may purchase additional life insurance through payroll deductions.

ARTICLE XIII - DISCIPLINE AND DISCHARGE

13.1 Discipline and discharge shall be only for just cause.

13.2 In the administration of discipline, the provisions of the Police Department Policy

and Procedure Manual shall apply unless contrary to or inconsistent with expressed language in this Agreement.

13.2.1 Disciplinary Actions: Formal disciplinary action shall include only the following:

- a. Verbal Reprimand
- b. Written Reprimand
- c. Suspension Without Pay
- d. Demotion
- e. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Informal discipline includes, but is not limited to counseling, verbal warnings, letters of instruction, and work improvement plans that are not part of annual performance evaluations. Informal disciplinary action is not subject to the grievance process. If the informal discipline is reduced to writing, the employee may provide a written rebuttal. Informal discipline will not be included in the employee's personnel file.

13.2.2 Guild and Employee Rights: The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand, and except for employees serving an initial probationary period who are discharged.

If the City has reason to discipline an employee, the City shall do so privately and in a manner that will not embarrass the employee before other employees or the public.

The suspect employee and the Guild shall be entitled to Guild representation and/or other appropriate representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

13.3 Notice and Opportunity to Respond: Upon reaching the conclusion that sufficient information exists to discipline an employee with a written reprimand, or a suspension without pay, or a demotion, or discharge, the Chief of Police or their designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. The nature of the allegation(s) or charge(s) against the employee;
- b. A copy of the complaint against the employee;
- c. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- d. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated;

- e. What disciplinary action is being considered?

13.3.1 Employee's Response: The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within seven (7) days of receiving the information and materials provided by the City in Section 13.3 above and to do so prior to the Pre-Disciplinary meeting.

13.3.2. Pre-Disciplinary Meeting: a formal opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or their designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given full opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

13.3.3 City's Decision: Within a reasonable time, but not beyond forty-five (45) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or their designee shall issue a written decision imposing discipline, exonerating the employee, or taking such other action deemed appropriate.

13.4 Investigative Interviews/Internal Affairs Investigations: The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

- a. The suspect employee shall be informed, in writing; at a reasonable time in advance of the interview whether or not the City believes the employee is a suspect in the investigation, with a copy of the notice to the Guild.
- b. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative will be afforded prior to the interview.
- c. The requirements of Sections 13.4.a and 13.4.b of this Section shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the suspect employee would jeopardize the administrative investigation.
- d. After a complainant has been interviewed regarding an action or inaction of a suspect employee and the City deems further investigation is necessary, the suspect

employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild. The Guild agrees not to use the complaint to interfere with, manipulate or obstruct the investigation.

- e. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee.

The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

- f. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
- g. The City may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate and/or irregular hour's payment shall be made to the employee.
- h. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- i. The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of rewards or threats of harm as inducements to answer questions.
- j. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- k. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.
- l. If the Police Department tape records the interview, a copy of the complete tape-recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.

- m. Interviews and Internal Affairs investigations shall be concluded without

unreasonable delays.

- n. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

ARTICLE XIV - GRIEVANCE PROCEDURE

14.1 For the purpose of this Agreement, the term "grievance" shall be considered to be an employee or Guild complaint concerning:

- a. Any disciplinary action, except for a verbal reprimand, and except for employees serving an initial probationary period who are discharged.
- b. Any matter relating to the interpretation and application of this Agreement.
- c. Any act or condition with reference to wages, hours or working conditions which the Guild or any bargaining unit employee believes violated any term of the Agreement.

Step 1:

- a. Any alleged grievance shall be taken up with the employee's immediate supervisor within 15-calendar days of its alleged occurrence or within 15 calendar days of when the employee first had knowledge or should have had knowledge of the alleged grievance. The parties agree to make every effort to settle the grievance promptly at this level.
- b. In the event the grievance is unresolved, the Guild and the employee shall determine whether to appeal the grievance through the Civil Service Commission or process the grievance to Step 2 of the grievance procedure contained herein within five (5) calendar days of the meeting with the employee's immediate supervisor. This selection remedy shall prohibit the employee from later choosing and proceeding with the other remedy. Should the employee choose to file an appeal with the Civil Service Commission, the Guild and the employee shall provide the City with written notice of such election.

Step 2:

Should an employee choose to apply the following procedure in this Article, the grievance shall be reduced to written form by the aggrieved employee and the Guild stating the section of the Agreement violated and explaining the grievance in detail and remedy sought. The employee and/or the Guild representative shall present the written grievance to the Chief of Police who will conduct a meeting with the employee and the Guild within ten (10) calendar days of receipt of the written grievance. The Chief of Police shall make a decision on the matter in writing within 15 calendar days from such meeting, and the Chief shall deliver such decision to the employee and the Guild.

Step 3:

Any grievance remaining unresolved after the decision has been rendered in Step 2 shall be transmitted to the Mayor and/or their designee in writing within fifteen (15) calendar days whereupon they may conduct a meeting with the involved parties within 15 calendar days of the receipt of the written grievance. The Mayor and/or their designee shall render a decision within 15 working days of such meeting.

Step 4:

If, after Step 3 above, the grievance remains unresolved, the Guild shall notify the City of their intent to submit the matter to a neutral arbitrator for final, binding resolution within fifteen (15) calendar days. Each party shall bear the costs of presenting their case. The Arbitrators' fee shall be paid by the losing party as determined by the arbitrator. If the parties are unable to select a mutually agreeable arbitrator within five (5) working days of receipt of the Guild's written notice to the City to seek arbitration of the grievance, the Guild shall request, PERC to provide a list of seven (7) arbitrators with offices in Washington and Oregon from which the parties shall alternatively strike names. The order of striking shall be determined by coin toss.

14.2 Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. Should the City fail to comply within the time allowed by this Article, the grievance will be automatically advanced to the next step. If the Guild fails to comply with the time allowed in this Article, the grievance shall be deemed to have been abandoned and the right to grieve is waived.

ARTICLE XV - WORK STOPPAGES

15.1 The City and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild or employees shall not cause or condone any work stoppage, including any strike or slowdown. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

ARTICLE XVI – PROBATIONARY PERIOD

16.1 All new employees shall serve a trial period of twelve (12) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. Trial period employees shall not have recourse to Article XIV of this agreement. All employees who have been employed for more than one year shall be known as permanent employees and the trial period shall be considered part of their seniority time. Periods of leave without pay, or

employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

16.2 Should an employee be promoted, there shall be a twelve (12) month promotional trial period. Should the promoted employee's performance be deemed inadequate by management during that time period, the employee shall be returned to their prior position with the City. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

ARTICLE XVII - LAYOFFS

17.1 Standard: In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated abilities to perform the duties as required to carry out the mission of the Department. For purposes of administering this Article, seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.

17.2 Bumping: Any Bargaining Unit employee who is to be laid off who had advanced to their present classification from a lower classification within the Bargaining Unit in which they held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the Bargaining Unit employee's seniority in the lower classification and all higher classifications.

17.3 Recall: No new employees shall be hired in a classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond twelve (12) months. Employees will be called back from layoff in the inverse order of layoff, provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status shall accept or decline an opening within seven (7) days of notification. The employee is obligated to keep the City informed of their current address. When recall occurs, the City will notify the employee through certified mail. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above-specified time, all recall rights will be waived.

ARTICLE XVIII - PREVAILING RIGHTS

18.1 This Agreement shall not operate to reduce any benefits specified in this Agreement which are now more favorably enjoyed by any employee's covered herein.

ARTICLE XIX - SAVINGS CLAUSE

19.1 If any Article of this Agreement or any Addendum thereto be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums thereto shall not be affected thereby and the parties shall enter

into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE XX - SENIORITY

20.1 Definition: "Seniority," as used in this Agreement, is determined by the length of an employee's continuous employment with the Sumner Police Department since the last date of hire. When an employee takes a leave of absence without pay for more than thirty (30) consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as otherwise allowed by state or federal statutes.

20.2 Seniority List: Upon request, the City will provide the Guild with a copy of the seniority for the department members. Upon request by the Guild, the Guild will be notified of changes to the list.

20.3 Loss of Seniority: An employee shall lose all seniority in the event of discharge or voluntary termination.

ARTICLE XXI - DURATION

This Agreement shall be in effect January 1, 2021, and it shall remain in full force and effect for a two-year period ending on midnight, December 31, 2022. Either party wishing to terminate, amend or modify such contract must notify the other party, in writing, during the effective period of the contract.

IN WITNESS WHEREOF the parties execute this Agreement.

CITY OF SUMNER

SUMNER POLICE GUILD

William L. Pugh
Mayor

Date

John Kaylor
Guild President

Date

Jason Wilson
City Administrator

Date

Ken Patten
Vice President

Date

Attest:

Michelle Converse
City Clerk

Date

APPENDIX "A"—WAGES

Section 1. **Wage Adjustments**

- a. Effective on January 1, ~~2021~~2023, employee base wages shall increase by ~~71.5~~71.5%. The Community Service Officer position and the Records Specialist positions were adjusted to incorporate an additional market increase to based on similar positions at our historical list of comparable cities.

- ~~b. Effective on January 1, 2022, the employee base wages shall be adjusted in the amount equal to 100% of that percentage set forth in the All Urban Consumers Index (CPI-U), Seattle-Tacoma-Bellevue region, June of 2020 to June of 2021, with a minimum of 1.0% and a maximum of 4.0%, specified by the Bureau of Labor Statistics, United States Department of Labor.~~

2021 Pay Rates: 2023 Pay Rates:

2023 Base Salaries	Band	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	4,005	4,235	4,477	4,736	5,007
Records Specialist I	PS2	4,800	5,068	5,350	5,650	5,971
Records Specialist II 11% above RS I	PS3	5,700	5,919	6,146	6,383	6,628
Community Service Officer	PS4	5,640	5,930	6,232	6,556	6,903
Animal Control Officer	PS5	5,442	5,720	6,014	6,325	6,656
Animal Control Supervisor 17% above ACO	PS6					7,790

Educational Incentive 2.5%	Band	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	4,105	4,341	4,589	4,854	5,132
Records Specialist I	PS2	4,920	5,195	5,484	5,792	6,120
Records Specialist II 11% above RS I	PS3	5,843	6,067	6,300	6,542	6,794
Community Service Officer	PS4	5,781	6,079	6,388	6,720	7,075
Animal Control Officer	PS5	5,578	5,863	6,165	6,483	6,823
Animal Control Supervisor 17% above ACO	PS6					7,984

Educational Incentive 5%	Band	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	4,205	4,447	4,701	4,973	5,257
Records Specialist I	PS2	5,040	5,322	5,618	5,933	6,270
Records Specialist II 11% above RS I	PS3	5,985	6,215	6,454	6,702	6,959
Community Service Officer	PS4	5,922	6,227	6,544	6,884	7,248
Animal Control Officer	PS5	5,714	6,006	6,315	6,641	6,989
Animal Control Supervisor 17% above ACO	PS6					8,179

Base Salaries	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	3,599	3,806	4,023	4,256	4,499
Records Specialist I	PS2	4,043	4,269	4,507	4,760	5,030
Records Specialist II	PS3	4,505	4,755	5,019	5,303	5,603
Parking Code/Enforcement Officer	PS4	4,818	5,066	5,324	5,601	5,897
Animal Control Officer	PS5	4,890	5,140	5,405	5,684	5,982
Animal Control Supervisor @ 17% above ACO	PS6					7,000

Educational Incentive 2.5%	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	3,689	3,901	4,124	4,362	4,611
Records Specialist I	PS2	4,144	4,376	4,620	4,879	5,156
Records Specialist II	PS3	4,618	4,874	5,144	5,436	5,743
Parking Code/Enforcement Officer	PS4	4,938	5,193	5,457	5,741	6,044
Animal Control Officer	PS5	5,012	5,269	5,540	5,826	6,132
Animal Control Supervisor	PS6					7,175

Educational Incentive 5%	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	3,779	3,996	4,224	4,469	4,724
Records Specialist I	PS2	4,245	4,482	4,732	4,998	5,282
Records Specialist II	PS3	4,730	4,993	5,270	5,568	5,883
Parking Code/Enforcement Officer	PS4	5,059	5,319	5,590	5,881	6,192
Animal Control Officer	PS5	5,135	5,397	5,675	5,968	6,281
Animal Control Supervisor	PS6					7,350

Section 2. Contract Settlement Payment

In consideration for settling this agreement, the City shall provide a one-time payment of \$500. The payment will be issued on the first regular payroll check (January 20th) for the first regular pay period of 2023.

Section 2. Deferred Compensation

The City shall contribute monthly to the Guild employee's deferred compensation plan. The City will contribute each month to deferred compensation accounts two-hundred-and-fifty-dollars (\$250) with no contribution match from the Employee required.

Section 3. Flexible Spending Account

The City shall provide access to a limited section 125 Flexible Spending Account (FSA) to employees. Employees may contribute their own funds up to the plan maximum to be used for dental, vision or childcare.

Section 4. Definitions

Base Pay: The employees negotiated monthly salary. Base pay does not include any incentive or premium pays.

Regular Rate of Pay: The adjusted monthly salary including all incentive and premium pays. In articles of this Agreement that reference an hourly calculation tied to the regular rate of pay the hourly rate is based on a 2,080-hour annual work year.

Pyramiding: Premium pays don't stack. All premium pays are calculated off of the base pay. For example, education premium and seniority pay are calculated off of the base pay independently, then added to the base pay which then creates the regular rate of pay.

APPENDIX "B"—EMPLOYEE RIGHTS
to the
AGREEMENT
by and between the
CITY OF SUMNER
and the POLICE GUILD REPRESENTING
SUMNER SPECIAL- AND NON-COMMISSIONED EMPLOYEES

EMPLOYEE RIGHTS

No employee shall, by reason of their employment, be deprived of any rights or freedoms which are afforded to other citizens of the United States by the United States Constitution.

Unless Garrity rights are administered, no employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against themselves nor in any internal investigation which could lead to a criminal charge against themselves. Any refusal by an employee to give self-incriminating information under these conditions will not result in their termination, suspension, reprimand, transfer or any other form of disciplinary action by the City.

Section 1. Discipline and Discharge. All discipline must be based upon just cause. Any discipline shall be imposed in a manner least likely to embarrass the employee before the public or other employees. Any disciplinary action imposed upon an employee may be the basis for a grievance through the regular grievance procedure, unless otherwise provided in this Agreement.

Disciplinary actions or measures shall include the following: verbal reprimands; written reprimand or written letters of warning; suspension; demotion; or discharge. Discipline shall be progressive in nature, but may be imposed at any level as determined by the severity of the conduct involved and all relevant circumstances.

Section 2. Employee Rights. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Employee Rights". The wide-ranging powers and duties given to the department and its employees involve them in all manners of contacts and relationships with the public. Of these contacts come many questions concerning the actions of employees of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

- a. Whenever the Chief of Police or the designated alternate of the Chief of Police decides to conduct a formal internal affairs investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation, and advised of the rights of the employee before any interview of the employee begins. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of such complaint.

- b. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- c. The interview, which shall not violate the employee's constitutional rights, shall take place at the Sumner Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Association. Said attorney and/or representative of the Association may be present during the interview but shall not participate in the interrogation except to counsel the employee. Association representative or attorney may participate to the extent permitted by law. At the conclusion of the interview, the Guild representative or attorney shall be afforded a reasonable opportunity to ask clarifying questions.
- d. The questioning shall not be overly long, and the employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls and rest periods.
- e. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to obtain the resignation of the employee nor shall the employee be intimidated in any manner. No promises or reward shall be made as an inducement to answer questions.
- f. It shall be unlawful for the City to require an employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.
- g. At the employee's request, the interrogation shall be recorded on tape by management. One copy shall be provided to the Association representative or employee. Three (3) days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a copy of the investigation report to include a list of all exhibits, provided that the Employer is not required to release statements made by persons requesting confidentiality, and provided further, such confidential statements may not be relied upon to form the sole basis of discipline.
- h. **Personnel Records.** The Police Department shall maintain only one (1) working personnel file for each employee. The City Human Resources Division will retain the permanent personnel file. This does not preclude a supervisor from maintaining notes regarding an employee's performance, or the department from maintaining computerized records relating to training, promotion, assignment, or similar data.

Formal employee evaluations and records of disciplinary action resulting in demotion or the loss of time or pay in the amount of forty (40) hours or more may be retained

permanently. All other records of disciplinary action may be retained in an employee's department personnel file for a period of not more than two (2) years, provided that if an employee's personnel record indicates a pattern of similar types of discipline, all such records may be retained until a period of two (2) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. Records retained in an employee's department personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

Upon receiving a request for all or part of a personnel file, outside of the management chain, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file. Unless prohibited by law, no information which has been retained in a personnel file beyond the time limits established by this contract will be released.

SUBJECT: Main and Wood Intersection Improvements - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: 2,084,552.19

Within Budget Allocation: Yes

ATTACHMENTS:

1. Bid Tab
 2. Agreement with R.W. Scott Construction
-

STAFF CONTACT: Michael Kosa, City Engineer, Courtney Littrell, Engineering Assistant

SUMMARY BACKGROUND:

The Main and Wood intersection is the oldest intersection within the City of Sumner. This intersection needs major improvements to allow for improved pedestrian access as well as vehicle traffic improvements. With this intersection upgrade, overhead utilities will be relocated underground, and the intersection will be raised to provide additional safety to pedestrians. Bike lanes will also be constructed along Wood Avenue just north and south of the Main Street crossing, as well as the addition of significant ADA upgrades to the intersection with new sidewalks and curb ramps.

Ten (10) bids were received on November 15, 2022 for this project. The lowest responsible bidder was submitted by R. W. Scott Construction, Co., with a bid amount of 2,084,552.19. The engineer's estimate was 2,245,171.80.

The contractor will have one hundred (100) working days to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/29/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with R.W. Scott Construction, Co., in an amount not-to-exceed \$2,084,552.19 for the Main and Wood Intersection Improvements (CIP19-02), substantially in a form approved by the City Attorney.

Bid Tabulation

		Project Name:	Main and Wood Intersection Improvements									
		CIP No.:	19-02									
		Acct No.:										
		Bid Opening Date:	November 15th, 2022									
		Notes:	Engineer's Estimate				Bidder #1		Bidder #2		Bidder #3	
		Indicates error corrected by PW dept	\$X,XXX.XX				Active Construction Inc. (ACI)		Pacific Civil & Infrastructure		R.L. Alia Company	
		Indicates Bidder modified Proposal	\$X,XXX.XX				PO Box 430		5124 180th St E		10831 SE 181st St	
		Indicates Revision Due to Duplication	*				Puyallup, Wa 98371		Tacoma, Wa 98446		Renton, Wa 98055	
					Total	\$2,138,258.86	Total	\$2,222,222.00		\$2,626,629.14		\$2,369,656.43
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A -Roadway Improvements												
A1	SS 1-04.4(1)	Minor Change	Eq. Adj.	1	Varies	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
A2	SP 1-05.4	Roadway Surveying	LS	1	Varies	\$27,000.00	\$15,000.00	\$15,000.00	\$14,950.00	\$14,950.00	\$26,000.00	\$26,000.00
A3	SP 1-05.4	ADA Features Surveying	LS	1	Varies	\$10,000.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$7,000.00	\$7,000.00
A4	SP 1-05.18	Record Drawings (Min. Bid \$500)	LS	1	Varies	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
A5	SS 1-07.15	SPCC Plan	LS	1	Varies	\$500.00	\$150.00	\$150.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
A6	SS 1-09.7	Mobilization	LS	1	Varies	\$140,000.00	\$215,701.88	\$215,701.88	\$258,000.00	\$258,000.00	\$165,000.00	\$165,000.00
A7	SP 1-10	Project Temporary Traffic Control	LS	1	Varies	\$132,000.00	\$199,840.72	\$199,840.72	\$242,000.00	\$242,000.00	\$150,000.00	\$150,000.00
A8	SS 1-10	Pedestrian Traffic Control	LS	1	Varies	\$37,000.00	\$8,750.00	\$8,750.00	\$92,990.00	\$92,990.00	\$51,000.00	\$51,000.00
A9	SP 2-02	Removal of Structure and Obstruction	LS	1	Varies	\$30,000.00	\$27,000.00	\$27,000.00	\$63,600.00	\$63,600.00	\$24,000.00	\$24,000.00
A10	SP 2-02	Removing Asphalt Pavement	SY	2330	\$12.00	\$27,960.00	\$4.50	\$10,485.00	\$16.00	\$37,280.00	\$11.00	\$25,630.00
A11	SP 2-02	Removing Cement Con. Pavement	SY	910	\$20.00	\$18,200.00	\$21.75	\$19,792.50	\$42.00	\$38,220.00	\$18.00	\$16,380.00
A12	SP 2-02	Removing Cement Conc. Sidewalk	SY	380	\$20.00	\$7,600.00	\$19.25	\$7,315.00	\$30.50	\$11,590.00	\$12.00	\$4,560.00
A13	SP 2-02	Removing Cement Conc. Curb	LF	400	\$20.00	\$8,000.00	\$9.00	\$3,600.00	\$16.70	\$6,680.00	\$4.00	\$1,600.00
A14	SP 2-02	Adjust Existing Utility to Grade	Ea.	3	\$450.00	\$1,350.00	\$475.00	\$1,425.00	\$1,160.00	\$3,480.00	\$1,500.00	\$4,500.00
A15	SP 2-02	Utility Potholing	Ea.	8	\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$1,050.00	\$8,400.00	\$500.00	\$4,000.00
A16	SS 2-03	Roadway Excavation Incl. Haul	CY	1570	\$90.00	\$141,300.00	\$35.50	\$55,735.00	\$52.00	\$81,640.00	\$72.00	\$113,040.00
A17	SS 2-09	Shoring or Extra Excavation Class B	SF	2340	\$1.00	\$2,340.00	\$0.50	\$1,170.00	\$0.50	\$1,170.00	\$0.50	\$1,170.00
A18	SS 2-12	Construction Geotextile for Separation	SY	2395	\$5.00	\$11,975.00	\$1.75	\$4,191.25	\$2.40	\$5,748.00	\$3.25	\$7,783.75
A19	SP 4-04	Crushed Surfacing Top Course	Ton	560	\$40.00	\$22,400.00	\$40.25	\$22,540.00	\$66.50	\$37,240.00	\$54.00	\$30,240.00
A20	SP 4-04	Crushed Surfacing Base Course	Ton	270	\$40.00	\$10,800.00	\$41.00	\$11,070.00	\$58.00	\$15,660.00	\$54.00	\$14,580.00
A21	SS 4-04	Ballast	Ton	950	\$35.00	\$33,250.00	\$13.00	\$12,350.00	\$65.00	\$61,750.00	\$60.00	\$57,000.00
A22	SP 5-04	HMA Cl. 1/2" PG 58H-22	Ton	670	\$120.00	\$80,400.00	\$160.00	\$107,200.00	\$135.00	\$90,450.00	\$180.00	\$120,600.00
A23	SP 5-05	Cement Conc. Pavement	SY	370	\$150.00	\$55,500.00	\$182.00	\$67,340.00	\$172.00	\$63,640.00	\$140.00	\$51,800.00
A24	SP 5-05	Stamped and Colored Cement Conc. Pavement	SY	500	\$170.00	\$85,000.00	\$275.00	\$137,500.00	\$260.00	\$130,000.00	\$205.00	\$102,500.00
A25	SP 8-01	Erosion and Water Pollution Control	LS	1	Varies	\$28,000.00	\$17,000.00	\$17,000.00	\$17,500.00	\$17,500.00	\$8,000.00	\$8,000.00
A26	SP 8-01	Inlet Protection	Ea.	21	\$80.00	\$1,680.00	\$104.00	\$2,184.00	\$69.00	\$1,449.00	\$50.00	\$1,050.00
A27	SP 8-02	Bark Mulch	CY	11	\$150.00	\$1,650.00	\$84.00	\$924.00	\$77.00	\$847.00	\$65.00	\$715.00
A28	SP 8-02	Seeded Lawn Installation	SY	0	\$2.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$5,000.00	\$0.00
A29	SP 8-02	Topsoil Type A	CY	16	\$55.00	\$880.00	\$84.00	\$1,344.00	\$67.50	\$1,080.00	\$60.00	\$960.00
A30	SP 8-02	PS Zelkova Serrata 'Green Vase' / Green Vase Sawleaf Zelkova - 15 Gal.	Ea.	5	\$275.00	\$1,375.00	\$644.00	\$3,220.00	\$750.00	\$3,750.00	\$600.00	\$3,000.00
A31	SP 8-02	PS Bouteloua Gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama - 5 Gal.	Ea.	16	\$28.00	\$448.00	\$72.75	\$1,164.00	\$40.00	\$640.00	\$65.00	\$1,040.00
A32	SP 8-02	PS Pennisetum Alopecuroides 'Hameln' / Hameln Fountain Grass - 5 Gal.	Ea.	24	\$28.00	\$672.00	\$72.75	\$1,746.00	\$40.00	\$960.00	\$65.00	\$1,560.00
A33	SP 8-02	PS Viburnum Davidii / David Viburnum - 5 Gal.	Ea.	15	\$21.00	\$315.00	\$72.75	\$1,091.25	\$37.00	\$555.00	\$40.00	\$600.00
A34	SP 8-02	PS Ophiopogon Japonicus / Mondo Grass - 1 Gal.	Ea.	254	\$55.00	\$13,970.00	\$22.00	\$5,588.00	\$15.00	\$3,810.00	\$20.00	\$5,080.00
A35	SS 8-03	Irrigation System	LS	1	Varies	\$9,500.00	\$32,000.00	\$32,000.00	\$25,700.00	\$25,700.00	\$14,000.00	\$14,000.00
A36	SP 8-04	Cement Conc. Traffic Curb and Gutter	LF	290	\$30.00	\$8,700.00	\$37.00	\$10,730.00	\$44.00	\$12,760.00	\$28.00	\$8,120.00
A37	SP 8-04	Cement Conc. Traffic Curb	LF	330	\$40.00	\$13,200.00	\$34.50	\$11,385.00	\$42.00	\$13,860.00	\$25.00	\$8,250.00
A38	SP 8-04	Cement Conc. Integral Curb	LF	220	\$35.00	\$7,700.00	\$37.25	\$8,195.00	\$45.00	\$9,900.00	\$28.00	\$6,160.00
A39	SP 8-04	Cement Conc. Valley Gutter	LF	224	\$40.00	\$8,960.00	\$44.00	\$9,856.00	\$75.00	\$16,800.00	\$30.00	\$6,720.00

Bid Tabulation

			Project Name:			Main and Wood Intersection Improvements							
			CIP No.:			19-02							
			Acct No.:										
			Bid Opening Date:			November 15th, 2022							
			Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3	
			Indicates error corrected by PW dept			\$X,XXX.XX		Active Construction Inc. (ACI)		Pacific Civil & Infrastructure		R.L. Alia Company	
			Indicates Bidder modified Proposal			\$X,XXX.XX		PO Box 430		5124 180th St E		10831 SE 181st St	
			Indicates Revision Due to Duplication			*		Puyallup, Wa 98371		Tacoma, Wa 98446		Renton, Wa 98055	
					Total	\$2,138,258.86	Total	\$2,222,222.00			\$2,626,629.14		\$2,369,656.43
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount		Unit Price	Amount	Unit Price	Amount
A40	SP 8-06	Commercial Cement Conc. Driveway Approach	SY	20	\$110.00	\$2,200.00	\$191.00	\$3,820.00		\$166.00	\$3,320.00	\$110.00	\$2,200.00
A41	SP 8-13	Survey Monument	Ea.	3	\$700.00	\$2,100.00	\$3,600.00	\$10,800.00		\$3,615.00	\$10,845.00	\$1,500.00	\$4,500.00
A42	SS 8-14	Cement Conc. Sidewalk	SY	820	\$75.00	\$61,500.00	\$80.75	\$66,215.00		\$88.00	\$72,160.00	\$48.00	\$39,360.00
A43	SP 8-14	Cement Conc. Curb Ramp Type Parallel	Ea.	2	\$2,500.00	\$5,000.00	\$2,550.00	\$5,100.00		\$2,375.00	\$4,750.00	\$3,000.00	\$6,000.00
A44	SP 8-14	Detectable Warning Surface	SF	170	\$60.00	\$10,200.00	\$72.00	\$12,240.00		\$64.00	\$10,880.00	\$20.00	\$3,400.00
A45	SP 8-20	Traffic Signal System Complete	LS	1	Varies	\$685,800.00	\$660,000.00	\$660,000.00		\$589,035.00	\$589,035.00	\$685,000.00	\$685,000.00
A46	SP 8-20	Joint Trench	LF	180	\$150.00	\$27,000.00	\$33.00	\$5,940.00		\$227.80	\$41,004.00	\$210.00	\$37,800.00
A47	SP 8-21	Permanent Signing	LS	1	Varies	\$7,200.00	\$3,770.00	\$3,770.00		\$8,030.00	\$8,030.00	\$6,000.00	\$6,000.00
A48	SS 8-22	Paint Line	LF	2665	\$2.00	\$5,330.00	\$1.00	\$2,665.00		\$2.50	\$6,662.50	\$3.00	\$7,995.00
A49	SS 8-22	Plastic Stop Line	LF	75	\$20.00	\$1,500.00	\$8.00	\$600.00		\$18.50	\$1,387.50	\$30.00	\$2,250.00
A50	SS 8-22	Plastic Traffic Arrow	Ea.	12	\$200.00	\$2,400.00	\$168.00	\$2,016.00		\$275.00	\$3,300.00	\$600.00	\$7,200.00
A51	SS 8-22	Plastic Bicycle Lane Symbol	Ea.	9	\$200.00	\$1,800.00	\$435.00	\$3,915.00		\$600.00	\$5,400.00	\$600.00	\$5,400.00
A52	SS 8-22	Painted Access Parking Stall Symbol	Ea.	2	\$400.00	\$800.00	\$28.00	\$56.00		\$175.00	\$350.00	\$2,000.00	\$4,000.00
A53	SS 8-22	Removing Paint Line	LF	354	\$5.00	\$1,770.00	\$2.25	\$796.50		\$10.00	\$3,540.00	\$4.00	\$1,416.00
A54	SS 8-23	Temporary Pavement Marking - Short Duration	LF	2665	\$0.50	\$1,332.50	\$1.75	\$4,663.75		\$0.15	\$399.75	\$3.00	\$7,995.00
A55	SP 8-26	Fixed Bollard	Ea.	14	\$1,000.00	\$14,000.00	\$1,900.00	\$26,600.00		\$1,350.00	\$18,900.00	\$1,575.00	\$22,050.00
A56	SP 8-31	Trash Receptacle	Ea.	4	\$2,900.00	\$11,600.00	\$1,750.00	\$7,000.00		\$850.00	\$3,400.00	\$1,500.00	\$6,000.00
A57	SP 8-31	Tree Grate and Frame	Ea.	4	\$2,700.00	\$10,800.00	\$2,550.00	\$10,200.00		\$1,250.00	\$5,000.00	\$2,000.00	\$8,000.00
				Schedule A Subtotal		\$1,856,957.50	Subtotal	\$1,887,280.85		Subtotal	\$2,186,262.75	Subtotal	\$1,921,204.75
					Tax (0%)	\$0.00	Tax	\$0.00		Tax	\$0.00	Tax	\$0.00
				Schedule A Total		\$1,856,957.50	Total	\$1,887,280.85		Total	\$2,186,262.75	Total	\$1,921,204.75
Schedule B - Water Improvements													
B1	SS 7-09	Shoring or Extra Excavation Trench	SF	3420	\$2.00	\$6,840.00	\$2.75	\$9,405.00		\$0.50	\$1,710.00	\$0.50	\$1,710.00
B2	SS 7-09	Extra Trench Excavaation	CY	76	\$50.00	\$3,800.00	\$51.50	\$3,914.00		\$48.00	\$3,648.00	\$80.00	\$6,080.00
B3	SP 7-09	DI Pipe CI. 52 for Water Main 8-in. Diam.	LF	520	\$95.00	\$49,400.00	\$139.00	\$72,280.00		\$195.00	\$101,400.00	\$200.00	\$104,000.00
B4	SP 7-09	DI Pipe CI. 52 for Water Main 6-in. Diam.	LF	50	\$75.00	\$3,750.00	\$130.00	\$6,500.00		\$145.00	\$7,250.00	\$100.00	\$5,000.00
B5	SP 7-09	Blowoff Assembly	Ea.	1	\$4,000.00	\$4,000.00	\$5,600.00	\$5,600.00		\$4,320.00	\$4,320.00	\$5,000.00	\$5,000.00
B6	SS 7-12	Gate Valve 8-in.	Ea.	4	\$2,000.00	\$8,000.00	\$2,600.00	\$10,400.00		\$2,620.00	\$10,480.00	\$3,150.00	\$12,600.00
B7	SS 7-12	Gate Valve 6-in.	Ea.	2	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00		\$1,990.00	\$3,980.00	\$2,300.00	\$4,600.00
B8	SP 7-14	Hydrant Assembly	Ea.	2	\$7,500.00	\$15,000.00	\$6,775.00	\$13,550.00		\$4,885.00	\$9,770.00	\$6,500.00	\$13,000.00
B9	SP 7-15	Service Connection 3/4-in. Diam.	Ea.	7	\$2,400.00	\$16,800.00	\$3,050.00	\$21,350.00		\$2,785.00	\$19,495.00	\$2,500.00	\$17,500.00
B10	SP 8-05	Resolution of Utility Conflicts	Est.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Schedue B Subtotal		\$120,590.00	Subtotal	\$156,999.00		Subtotal	\$172,053.00	Subtotal	\$179,490.00
					Tax (9.4%)	\$11,335.46	Tax	\$14,757.91		Tax	\$16,172.98	Tax	\$16,872.06
				Schedule B Total		\$131,925.46	Total	\$171,756.91		Total	\$188,225.98	Total	\$196,362.06
Schedule C - Sanitary Sewer Improvements													
C1	SS 7-05	Shoring or Extra Excavation Class B	SF	1020	\$2.00	\$2,040.00	\$0.25	\$255.00		\$0.50	\$510.00	\$0.50	\$510.00
C2	SP 7-05	Manhole 48 in. Diam. Type 1	Ea.	3	\$5,000.00	\$15,000.00	\$5,350.00	\$16,050.00		\$6,950.00	\$20,850.00	\$4,000.00	\$12,000.00

Bid Tabulation

		Project Name:	Main and Wood Intersection Improvements									
		CIP No.:	19-02									
		Acct No.:										
		Bid Opening Date:	November 15th, 2022									
		Notes:				Engineer's Estimate	Bidder #1		Bidder #2		Bidder #3	
		Indicates error corrected by PW dept	\$X,XXX.XX				Active Construction Inc. (ACI)		Pacific Civil & Infrastructure		R.L. Alia Company	
		Indicates Bidder modified Proposal	\$X,XXX.XX				PO Box 430		5124 180th St E		10831 SE 181st St	
		Indicates Revision Due to Duplication	*				Puyallup, Wa 98371		Tacoma, Wa 98446		Renton, Wa 98055	
					Total	\$2,138,258.86	Total	\$2,222,222.00		\$2,626,629.14		\$2,369,656.43
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
C3	SP 7-05	Special Shallow Manhole 48 in. Diam. Type 1	Ea.	2	\$5,000.00	\$10,000.00	\$4,100.00	\$8,200.00	\$7,440.00	\$14,880.00	\$4,000.00	\$8,000.00
C4	SP 7-08	Unsuitable Pipe Foundation Excavation Incl. Haul	CY	17	\$130.00	\$2,210.00	\$49.00	\$833.00	\$173.00	\$2,941.00	\$60.00	\$1,020.00
C5	SP 7-17	PVC SDR 35 Sewer Pipe 12-in. Diam.	LF	40	\$100.00	\$4,000.00	\$106.00	\$4,240.00	\$310.00	\$12,400.00	\$350.00	\$14,000.00
C6	SP 7-17	PVC SDR 35 Sewer Pipe 18-in. Diam.	LF	185	\$120.00	\$22,200.00	\$143.50	\$26,547.50	\$325.00	\$60,125.00	\$400.00	\$74,000.00
C7	SP 7-18	PVC SDR 35 Sewer Pipe 6-in. Diam.	LF	55	\$60.00	\$3,300.00	\$115.00	\$6,325.00	\$92.00	\$5,060.00	\$300.00	\$16,500.00
C8	SS 7-19	Sewer Cleanout	Ea.	1	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,366.00	\$1,366.00	\$1,200.00	\$1,200.00
				Schedule C Subtotal		\$59,850.00	Subtotal	\$63,550.50	Subtotal	\$118,132.00	Subtotal	\$127,230.00
					Tax (9.4%)	\$5,625.90	Tax	\$5,973.75	Tax	\$11,104.41	Tax	\$11,959.62
				Schedule C Total		\$65,475.90	Total	\$69,524.25	Total	\$129,236.41	Total	\$139,189.62
Schedule D - Storm Sewer												
D1	SP 7-04	Schedule A Storm Sewer Pipe, 6 in. Diam.	LF	100	\$ 60.00	\$6,000.00	\$91.00	\$9,100.00	\$71.00	\$7,100.00	\$130.00	\$13,000.00
D2	SP 7-04	Schedule A Storm Sewer Pipe, 12 in. Diam.	LF	380	\$ 75.00	\$28,500.00	\$108.50	\$41,230.00	\$142.00	\$53,960.00	\$140.00	\$53,200.00
D3	SP 7-04	Ductile Iron Storm Sewer Pipe, 8 in. Diam	LF	30	\$ 95.00	\$2,850.00	\$138.00	\$4,140.00	\$133.00	\$3,990.00	\$140.00	\$4,200.00
D4	SP 7-04	Ductile Iron Storm Sewer Pipe, 12 in. Diam.	LF	110	\$ 105.00	\$11,550.00	\$144.00	\$15,840.00	\$163.00	\$17,930.00	\$180.00	\$19,800.00
D5	SP 7-05	Catch Basin Type 1	Ea.	12	\$ 2,500.00	\$30,000.00	\$1,600.00	\$19,200.00	\$2,858.00	\$34,296.00	\$1,600.00	\$19,200.00
D6	SP 7-05	Catch Basin Type 2, 48 in. Diam.	Ea.	1	\$ 5,000.00	\$5,000.00	\$4,150.00	\$4,150.00	\$5,628.00	\$5,628.00	\$3,500.00	\$3,500.00
				Schedule D Subtotal		\$83,900.00	Subtotal	\$93,660.00	Subtotal	\$122,904.00	Subtotal	\$112,900.00
					Tax (0%)	\$0.00	Tax	\$0.00	Tax	\$0.00	Tax	\$0.00
				Schedule D Total		\$83,900.00	Total	\$93,660.00	Total	\$122,904.00	Total	\$112,900.00
Total of all Schedules						\$2,138,258.86		\$2,222,222.00		\$2,626,629.14		\$2,369,656.43
		Prepared by: Courtney Littrell										
			Date:	11/15/2022								

Bid Tabulation

		Project Name:	Main and Wood									
		CIP No.:	19-02									
		Acct No.:										
		Bid Opening Date:	November 15th.									
		Notes:			Bidder #4		Bidder #5		Bidder #6		Bidder #7	
		Indicates error corrected by PW dept	\$X,XXX.XX		Olson Brothers Excavating, Inc.		Northwest Cascade, Inc.		Ceccanti		Miles Resources, LLC	
		Indicates Bidder modified Proposal	\$X,XXX.XX		6622 112th St E		PO Box 73399		4116 Brookdale Rd E		400 Valley Ave NE	
		Indicates Revision Due to Duplication	*		Puyallup, Wa 98373		Puyallup, Wa 98373		Tacoma, Wa 98446		Puyallup, Wa 98372	
						\$2,265,889.02		\$2,334,205.14		\$2,402,270.26		\$2,173,136.57
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A -Roadway Improvements												
A1	SS 1-04.4(1)	Minor Change	Eq. Adj.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
A2	SP 1-05.4	Roadway Surveying	LS	1	\$19,900.00	\$19,900.00	\$15,150.00	\$15,150.00	\$23,000.00	\$23,000.00	\$14,125.00	\$14,125.00
A3	SP 1-05.4	ADA Features Surveying	LS	1	\$5,500.00	\$5,500.00	\$1,800.00	\$1,800.00	\$6,000.00	\$6,000.00	\$1,675.00	\$1,675.00
A4	SP 1-05.18	Record Drawings (Min. Bid \$500)	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
A5	SS 1-07.15	SPCC Plan	LS	1	\$750.00	\$750.00	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00	\$500.00
A6	SS 1-09.7	Mobilization	LS	1	\$187,000.00	\$187,000.00	\$231,000.00	\$231,000.00	\$200,000.00	\$200,000.00	\$174,725.00	\$174,725.00
A7	SP 1-10	Project Temporary Traffic Control	LS	1	\$236,500.00	\$236,500.00	\$189,000.00	\$189,000.00	\$227,000.00	\$227,000.00	\$157,735.00	\$157,735.00
A8	SS 1-10	Pedestrian Traffic Control	LS	1	\$1,200.00	\$1,200.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$47,600.00	\$47,600.00
A9	SP 2-02	Removal of Structure and Obstruction	LS	1	\$28,700.00	\$28,700.00	\$65,000.00	\$65,000.00	\$18,500.00	\$18,500.00	\$16,050.00	\$16,050.00
A10	SP 2-02	Removing Asphalt Pavement	SY	2330	\$13.00	\$30,290.00	\$6.00	\$13,980.00	\$10.00	\$23,300.00	\$6.40	\$14,912.00
A11	SP 2-02	Removing Cement Con. Pavement	SY	910	\$21.00	\$19,110.00	\$12.50	\$11,375.00	\$10.00	\$9,100.00	\$29.10	\$26,481.00
A12	SP 2-02	Removing Cement Conc. Sidewalk	SY	380	\$15.40	\$5,852.00	\$10.50	\$3,990.00	\$5.00	\$1,900.00	\$20.50	\$7,790.00
A13	SP 2-02	Removing Cement Conc. Curb	LF	400	\$12.00	\$4,800.00	\$4.00	\$1,600.00	\$12.00	\$4,800.00	\$8.80	\$3,520.00
A14	SP 2-02	Adjust Existing Utility to Grade	Ea.	3	\$1,245.00	\$3,735.00	\$600.00	\$1,800.00	\$250.00	\$750.00	\$680.00	\$2,040.00
A15	SP 2-02	Utility Potholing	Ea.	8	\$590.00	\$4,720.00	\$525.00	\$4,200.00	\$500.00	\$4,000.00	\$655.00	\$5,240.00
A16	SS 2-03	Roadway Excavation Incl. Haul	CY	1570	\$60.40	\$94,828.00	\$33.00	\$51,810.00	\$65.00	\$102,050.00	\$36.15	\$56,755.50
A17	SS 2-09	Shoring or Extra Excavation Class B	SF	2340	\$1.70	\$3,978.00	\$0.50	\$1,170.00	\$0.01	\$23.40	\$0.50	\$1,170.00
A18	SS 2-12	Construction Geotextile for Separation	SY	2395	\$2.50	\$5,987.50	\$2.00	\$4,790.00	\$2.00	\$4,790.00	\$2.40	\$5,748.00
A19	SP 4-04	Crushed Surfacing Top Course	Ton	560	\$63.40	\$35,504.00	\$41.00	\$22,960.00	\$42.00	\$23,520.00	\$103.65	\$58,044.00
A20	SP 4-04	Crushed Surfacing Base Course	Ton	270	\$69.00	\$18,630.00	\$41.00	\$11,070.00	\$42.00	\$11,340.00	\$87.95	\$23,746.50
A21	SS 4-04	Ballast	Ton	950	\$56.00	\$53,200.00	\$47.00	\$44,650.00	\$42.00	\$39,900.00	\$39.90	\$37,905.00
A22	SP 5-04	HMA Cl. 1/2" PG 58H-22	Ton	670	\$166.40	\$111,488.00	\$160.00	\$107,200.00	\$165.00	\$110,550.00	\$118.05	\$79,093.50
A23	SP 5-05	Cement Conc. Pavement	SY	370	\$94.30	\$34,891.00	\$180.00	\$66,600.00	\$335.00	\$123,950.00	\$152.25	\$56,332.50
A24	SP 5-05	Stamped and Colored Cement Conc. Pavement	SY	500	\$94.30	\$47,150.00	\$275.00	\$137,500.00	\$435.00	\$217,500.00	\$243.10	\$121,550.00
A25	SP 8-01	Erosion and Water Pollution Control	LS	1	\$5,300.00	\$5,300.00	\$34,000.00	\$34,000.00	\$20,000.00	\$20,000.00	\$28,140.00	\$28,140.00
A26	SP 8-01	Inlet Protection	Ea.	21	\$151.00	\$3,171.00	\$68.00	\$1,428.00	\$92.00	\$1,932.00	\$92.50	\$1,942.50
A27	SP 8-02	Bark Mulch	CY	11	\$91.00	\$1,001.00	\$86.00	\$946.00	\$75.00	\$825.00	\$80.60	\$886.60
A28	SP 8-02	Seeded Lawn Installation	SY	0	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A29	SP 8-02	Topsoil Type A	CY	16	\$80.00	\$1,280.00	\$75.00	\$1,200.00	\$68.00	\$1,088.00	\$70.65	\$1,130.40
A30	SP 8-02	PS Zelkova Serrata 'Green Vase' / Green Vase Sawleaf Zelkova - 15 Gal.	Ea.	5	\$882.00	\$4,410.00	\$840.00	\$4,200.00	\$750.00	\$3,750.00	\$784.75	\$3,923.75
A31	SP 8-02	PS Bouteloua Gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama - 5 Gal.	Ea.	16	\$47.00	\$752.00	\$45.00	\$720.00	\$40.00	\$640.00	\$41.85	\$669.60
A32	SP 8-02	PS Pennisetum Alopecuroides 'Hameln' / Hameln Fountain Grass - 5 Gal.	Ea.	24	\$47.00	\$1,128.00	\$45.00	\$1,080.00	\$40.00	\$960.00	\$41.85	\$1,004.40
A33	SP 8-02	PS Viburnum Davidii / David Viburnum - 5 Gal.	Ea.	15	\$44.00	\$660.00	\$41.50	\$622.50	\$37.00	\$555.00	\$38.70	\$580.50
A34	SP 8-02	PS Ophiopogon Japonicus / Mondo Grass - 1 Gal.	Ea.	254	\$17.00	\$4,318.00	\$17.00	\$4,318.00	\$15.00	\$3,810.00	\$15.70	\$3,987.80
A35	SS 8-03	Irrigation System	LS	1	\$30,230.00	\$30,230.00	\$36,000.00	\$36,000.00	\$26,000.00	\$26,000.00	\$26,890.00	\$26,890.00
A36	SP 8-04	Cement Conc. Traffic Curb and Gutter	LF	290	\$50.00	\$14,500.00	\$39.00	\$11,310.00	\$43.00	\$12,470.00	\$28.75	\$8,337.50
A37	SP 8-04	Cement Conc. Traffic Curb	LF	330	\$50.00	\$16,500.00	\$35.50	\$11,715.00	\$39.00	\$12,870.00	\$26.50	\$8,745.00
A38	SP 8-04	Cement Conc. Integral Curb	LF	220	\$50.00	\$11,000.00	\$40.00	\$8,800.00	\$48.00	\$10,560.00	\$30.00	\$6,600.00
A39	SP 8-04	Cement Conc. Valley Gutter	LF	224	\$50.00	\$11,200.00	\$47.00	\$10,528.00	\$45.00	\$10,080.00	\$36.40	\$8,153.60

Bid Tabulation

		Project Name:	Main and Wood									
		CIP No.:	19-02									
		Acct No.:										
		Bid Opening Date:	November 15th.									
		Notes:			Bidder #4		Bidder #5		Bidder #6		Bidder #7	
		Indicates error corrected by PW dept	\$X,XXX.XX		Olson Brothers Excavating, Inc.		Northwest Cascade, Inc.		Ceccanti		Miles Resources, LLC	
		Indicates Bidder modified Proposal	\$X,XXX.XX		6622 112th St E		PO Box 73399		4116 Brookdale Rd E		400 Valley Ave NE	
		Indicates Revision Due to Duplication	*		Puyallup, Wa 98373		Puyallup, Wa 98373		Tacoma, Wa 98446		Puyallup, Wa 98372	
						\$2,265,889.02		\$2,334,205.14		\$2,402,270.26		\$2,173,136.57
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A40	SP 8-06	Commercial Cement Conc. Driveway Approach	SY	20	\$120.00	\$2,400.00	\$173.00	\$3,460.00	\$162.00	\$3,240.00	\$136.40	\$2,728.00
A41	SP 8-13	Survey Monument	Ea.	3	\$1,900.00	\$5,700.00	\$3,650.00	\$10,950.00	\$2,700.00	\$8,100.00	\$3,665.00	\$10,995.00
A42	SS 8-14	Cement Conc. Sidewalk	SY	820	\$50.00	\$41,000.00	\$83.00	\$68,060.00	\$72.00	\$59,040.00	\$65.10	\$53,382.00
A43	SP 8-14	Cement Conc. Curb Ramp Type Parallel	Ea.	2	\$2,000.00	\$4,000.00	\$3,100.00	\$6,200.00	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
A44	SP 8-14	Detectable Warning Surface	SF	170	\$9.00	\$1,530.00	\$72.00	\$12,240.00	\$67.00	\$11,390.00	\$67.00	\$11,390.00
A45	SP 8-20	Traffic Signal System Complete	LS	1	\$700,000.00	\$700,000.00	\$650,000.00	\$650,000.00	\$573,000.00	\$573,000.00	\$616,320.00	\$616,320.00
A46	SP 8-20	Joint Trench	LF	180	\$138.00	\$24,840.00	\$80.00	\$14,400.00	\$75.00	\$13,500.00	\$118.50	\$21,330.00
A47	SP 8-21	Permanent Signing	LS	1	\$4,260.00	\$4,260.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00	\$8,250.00	\$8,250.00
A48	SS 8-22	Paint Line	LF	2665	\$1.25	\$3,331.25	\$1.00	\$2,665.00	\$2.00	\$5,330.00	\$2.65	\$7,062.25
A49	SS 8-22	Plastic Stop Line	LF	75	\$38.00	\$2,850.00	\$7.75	\$581.25	\$20.00	\$1,500.00	\$19.35	\$1,451.25
A50	SS 8-22	Plastic Traffic Arrow	Ea.	12	\$1,600.00	\$19,200.00	\$168.00	\$2,016.00	\$285.00	\$3,420.00	\$287.75	\$3,453.00
A51	SS 8-22	Plastic Bicycle Lane Symbol	Ea.	9	\$1,700.00	\$15,300.00	\$435.00	\$3,915.00	\$625.00	\$5,625.00	\$630.00	\$5,670.00
A52	SS 8-22	Painted Acess Parking Stall Symbol	Ea.	2	\$900.00	\$1,800.00	\$28.00	\$56.00	\$180.00	\$360.00	\$183.25	\$366.50
A53	SS 8-22	Removing Paint Line	LF	354	\$6.00	\$2,124.00	\$2.25	\$796.50	\$10.00	\$3,540.00	\$10.50	\$3,717.00
A54	SS 8-23	Temporary Pavement Marking - Short Duration	LF	2665	\$2.25	\$5,996.25	\$0.55	\$1,465.75	\$0.15	\$399.75	\$0.20	\$533.00
A55	SP 8-26	Fixed Bollard	Ea.	14	\$1,300.00	\$18,200.00	\$2,000.00	\$28,000.00	\$850.00	\$11,900.00	\$1,100.00	\$15,400.00
A56	SP 8-31	Trash Receptacle	Ea.	4	\$2,200.00	\$8,800.00	\$1,600.00	\$6,400.00	\$3,500.00	\$14,000.00	\$3,150.00	\$12,600.00
A57	SP 8-31	Tree Grate and Frame	Ea.	4	\$3,400.00	\$13,600.00	\$2,700.00	\$10,800.00	\$365.00	\$1,460.00	\$2,375.00	\$9,500.00
				Sched	Subtotal	\$1,954,595.00	Subtotal	\$1,964,518.00	Subtotal	\$2,008,318.15	Subtotal	\$1,821,877.65
					Tax	\$0.00	Tax	\$0.00	Tax	\$0.00	Tax	\$0.00
				Sch	Total	\$1,954,595.00	Total	\$1,964,518.00	Total	\$2,008,318.15	Total	\$1,821,877.65
Schedule B - Water Improvements												
B1	SS 7-09	Shoring or Extra Excavation Trench	SF	3420	\$0.50	\$1,710.00	\$0.50	\$1,710.00	\$1.00	\$3,420.00	\$0.50	\$1,710.00
B2	SS 7-09	Extra Trench Excavaation	CY	76	\$90.00	\$6,840.00	\$75.00	\$5,700.00	\$48.00	\$3,648.00	\$134.00	\$10,184.00
B3	SP 7-09	DI Pipe Cl. 52 for Water Main 8-in. Diam.	LF	520	\$160.00	\$83,200.00	\$169.00	\$87,880.00	\$200.00	\$104,000.00	\$125.75	\$65,390.00
B4	SP 7-09	DI Pipe Cl. 52 for Water Main 6-in. Diam.	LF	50	\$164.00	\$8,200.00	\$160.00	\$8,000.00	\$190.00	\$9,500.00	\$75.00	\$3,750.00
B5	SP 7-09	Blowoff Assembly	Ea.	1	\$5,000.00	\$5,000.00	\$5,300.00	\$5,300.00	\$3,000.00	\$3,000.00	\$4,045.00	\$4,045.00
B6	SS 7-12	Gate Valve 8-in.	Ea.	4	\$2,200.00	\$8,800.00	\$2,750.00	\$11,000.00	\$1,600.00	\$6,400.00	\$3,359.00	\$13,436.00
B7	SS 7-12	Gate Valve 6-in.	Ea.	2	\$1,500.00	\$3,000.00	\$2,125.00	\$4,250.00	\$1,500.00	\$3,000.00	\$2,518.50	\$5,037.00
B8	SP 7-14	Hydrant Assembly	Ea.	2	\$5,000.00	\$10,000.00	\$5,150.00	\$10,300.00	\$7,000.00	\$14,000.00	\$6,741.50	\$13,483.00
B9	SP 7-15	Service Connection 3/4-in. Diam.	Ea.	7	\$1,600.00	\$11,200.00	\$3,250.00	\$22,750.00	\$2,500.00	\$17,500.00	\$3,368.50	\$23,579.50
B10	SP 8-05	Resolution of Utility Conflicts	Est.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Sched	Subtotal	\$147,950.00	Subtotal	\$166,890.00	Subtotal	\$174,468.00	Subtotal	\$150,614.50
					Tax	\$13,907.30	Tax	\$15,687.66	Tax	\$16,399.99	Tax	\$14,157.76
				Sch	Total	\$161,857.30	Total	\$182,577.66	Total	\$190,867.99	Total	\$164,772.26
Schedule C - Sanitary Sewer Improvements												
C1	SS 7-05	Shoring or Extra Excavation Class B	SF	1020	\$3.00	\$3,060.00	\$0.50	\$510.00	\$1.00	\$1,020.00	\$0.50	\$510.00
C2	SP 7-05	Manhole 48 in. Diam. Type 1	Ea.	3	\$4,300.00	\$12,900.00	\$4,600.00	\$13,800.00	\$3,500.00	\$10,500.00	\$5,432.00	\$16,296.00

Bid Tabulation

			Project Name:		Main and Wood							
			CIP No.:		19-02							
			Acct No.:									
			Bid Opening Date:		November 15th.							
			Notes:		Bidder #4		Bidder #5		Bidder #6		Bidder #7	
			Indicates error corrected by PW dept		\$X,XXX.XX		Olson Brothers Excavating, Inc.		Northwest Cascade, Inc.		Ceccanti	
			Indicates Bidder modified Proposal		\$X,XXX.XX		6622 112th St E		PO Box 73399		4116 Brookdale Rd E	
			Indicates Revision Due to Duplication		*		Puyallup, Wa 98373		Puyallup, Wa 98373		Tacoma, Wa 98446	
						\$2,265,889.02		\$2,334,205.14		\$2,402,270.26		\$2,173,136.57
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
C3	SP 7-05	Special Shallow Manhole 48 in. Diam. Type 1	Ea.	2	\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00	\$3,500.00	\$7,000.00	\$5,528.00	\$11,056.00
C4	SP 7-08	Unsuitable Pipe Foundation Excavation Incl. Haul	CY	17	\$90.00	\$1,530.00	\$105.00	\$1,785.00	\$30.00	\$510.00	\$91.75	\$1,559.75
C5	SP 7-17	PVC SDR 35 Sewer Pipe 12-in. Diam.	LF	40	\$63.00	\$2,520.00	\$133.00	\$5,320.00	\$170.00	\$6,800.00	\$93.00	\$3,720.00
C6	SP 7-17	PVC SDR 35 Sewer Pipe 18-in. Diam.	LF	185	\$112.00	\$20,720.00	\$189.00	\$34,965.00	\$210.00	\$38,850.00	\$190.50	\$35,242.50
C7	SP 7-18	PVC SDR 35 Sewer Pipe 6-in. Diam.	LF	55	\$50.00	\$2,750.00	\$109.00	\$5,995.00	\$160.00	\$8,800.00	\$87.00	\$4,785.00
C8	SS 7-19	Sewer Cleanout	Ea.	1	\$1,400.00	\$1,400.00	\$1,425.00	\$1,425.00	\$500.00	\$500.00	\$1,133.00	\$1,133.00
				Schedu	Subtotal	\$51,880.00	Subtotal	\$71,800.00	Subtotal	\$73,980.00	Subtotal	\$74,302.25
					Tax	\$4,876.72	Tax	\$6,749.20	Tax	\$6,954.12	Tax	\$6,984.41
				Sch	Total	\$56,756.72	Total	\$78,549.20	Total	\$80,934.12	Total	\$81,286.66
Schedule D - Storm Sewer												
D1	SP 7-04	Schedule A Storm Sewer Pipe, 6 in. Diam.	LF	100	\$90.00	\$9,000.00	\$101.00	\$10,100.00	\$115.00	\$11,500.00	\$77.50	\$7,750.00
D2	SP 7-04	Schedule A Storm Sewer Pipe, 12 in. Diam.	LF	380	\$97.50	\$37,050.00	\$130.00	\$49,400.00	\$165.00	\$62,700.00	\$108.00	\$41,040.00
D3	SP 7-04	Ductile Iron Storm Sewer Pipe, 8 in. Diam	LF	30	\$129.00	\$3,870.00	\$180.00	\$5,400.00	\$210.00	\$6,300.00	\$157.00	\$4,710.00
D4	SP 7-04	Ductile Iron Storm Sewer Pipe, 12 in. Diam.	LF	110	\$136.00	\$14,960.00	\$196.00	\$21,560.00	\$205.00	\$22,550.00	\$194.00	\$21,340.00
D5	SP 7-05	Catch Basin Type 1	Ea.	12	\$2,100.00	\$25,200.00	\$1,500.00	\$18,000.00	\$1,300.00	\$15,600.00	\$2,010.00	\$24,120.00
D6	SP 7-05	Catch Basin Type 2, 48 in. Diam.	Ea.	1	\$2,600.00	\$2,600.00	\$4,100.28	\$4,100.28	\$3,500.00	\$3,500.00	\$6,240.00	\$6,240.00
				Schedu	Subtotal	\$92,680.00	Subtotal	\$108,560.28	Subtotal	\$122,150.00	Subtotal	\$105,200.00
					Tax	\$0.00	Tax	\$0.00	Tax	\$0.00	Tax	\$0.00
				Sche	Total	\$92,680.00	Total	\$108,560.28	Total	\$122,150.00	Total	\$105,200.00
Total of all Schedules						\$2,265,889.02		\$2,334,205.14		\$2,402,270.26		\$2,173,136.57
Prepared by:				Courtne								
Date:				11/15/2								

Bid Tabulation

		Project Name:	Main and Wood							
		CIP No.:	19-02							
		Acct No.:								
		Bid Opening Date:	November 15th.							
		Notes:			Bidder #8		Bidder #9		Bidder #10	
		Indicates error corrected by PW dept	\$X,XXX.XX		Reed Trucking & Excavating Inc.		R.W. Scott Construction Co.		Tucci & Sons Inc.	
		Indicates Bidder modified Proposal	\$X,XXX.XX		2207 Inter Ave Suite A		4005 West Valley Hwy, Suite A		4224 Waller Rd	
		Indicates Revision Due to Duplication	*		Puyallup, Wa 98372		Auburn, Wa 98001		Tacoma, Wa 98443	
						\$2,251,110.24		\$2,084,552.19		\$2,476,451.01
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A -Roadway Improvements										
A1	SS 1-04.4(1)	Minor Change	Eq. Adj.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
A2	SP 1-05.4	Roadway Surveying	LS	1	\$15,000.00	\$15,000.00	\$23,100.00	\$23,100.00	\$24,700.00	\$24,700.00
A3	SP 1-05.4	ADA Features Surveying	LS	1	\$2,000.00	\$2,000.00	\$6,300.00	\$6,300.00	\$2,500.00	\$2,500.00
A4	SP 1-05.18	Record Drawings (Min. Bid \$500)	LS	1	\$500.00	\$500.00	\$525.00	\$525.00	\$500.00	\$500.00
A5	SS 1-07.15	SPCC Plan	LS	1	\$500.00	\$500.00	\$525.00	\$525.00	\$250.00	\$250.00
A6	SS 1-09.7	Mobilization	LS	1	\$175,000.00	\$175,000.00	\$250,000.00	\$250,000.00	\$125,000.00	\$125,000.00
A7	SP 1-10	Project Temporary Traffic Control	LS	1	\$125,000.00	\$125,000.00	\$40,950.00	\$40,950.00	\$210,000.00	\$210,000.00
A8	SS 1-10	Pedestrian Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$24,570.00	\$24,570.00	\$2,500.00	\$2,500.00
A9	SP 2-02	Removal of Structure and Obstruction	LS	1	\$18,000.00	\$18,000.00	\$4,000.00	\$4,000.00	\$40,000.00	\$40,000.00
A10	SP 2-02	Removing Asphalt Pavement	SY	2330	\$10.00	\$23,300.00	\$27.92	\$65,053.60	\$15.00	\$34,950.00
A11	SP 2-02	Removing Cement Con. Pavement	SY	910	\$35.00	\$31,850.00	\$29.48	\$26,826.80	\$25.00	\$22,750.00
A12	SP 2-02	Removing Cement Conc. Sidewalk	SY	380	\$20.00	\$7,600.00	\$44.58	\$16,940.40	\$25.00	\$9,500.00
A13	SP 2-02	Removing Cement Conc. Curb	LF	400	\$10.00	\$4,000.00	\$7.44	\$2,976.00	\$15.00	\$6,000.00
A14	SP 2-02	Adjust Existing Utility to Grade	Ea.	3	\$750.00	\$2,250.00	\$1,323.92	\$3,971.76	\$1,200.00	\$3,600.00
A15	SP 2-02	Utility Potholing	Ea.	8	\$300.00	\$2,400.00	\$703.40	\$5,627.20	\$700.00	\$5,600.00
A16	SS 2-03	Roadway Excavation Incl. Haul	CY	1570	\$70.00	\$109,900.00	\$30.74	\$48,261.80	\$50.00	\$78,500.00
A17	SS 2-09	Shoring or Extra Excavation Class B	SF	2340	\$1.00	\$2,340.00	\$1.50	\$3,510.00	\$1.00	\$2,340.00
A18	SS 2-12	Construction Geotextile for Separation	SY	2395	\$5.00	\$11,975.00	\$2.44	\$5,843.80	\$2.60	\$6,227.00
A19	SP 4-04	Crushed Surfacing Top Course	Ton	560	\$50.00	\$28,000.00	\$40.41	\$22,629.60	\$75.00	\$42,000.00
A20	SP 4-04	Crushed Surfacing Base Course	Ton	270	\$50.00	\$13,500.00	\$40.41	\$10,910.70	\$75.00	\$20,250.00
A21	SS 4-04	Ballast	Ton	950	\$40.00	\$38,000.00	\$42.51	\$40,384.50	\$55.00	\$52,250.00
A22	SP 5-04	HMA Cl. 1/2" PG 58H-22	Ton	670	\$152.00	\$101,840.00	\$177.84	\$119,152.80	\$160.00	\$107,200.00
A23	SP 5-05	Cement Conc. Pavement	SY	370	\$175.00	\$64,750.00	\$172.24	\$63,728.80	\$280.00	\$103,600.00
A24	SP 5-05	Stamped and Colored Cement Conc. Pavement	SY	500	\$225.00	\$112,500.00	\$202.91	\$101,455.00	\$530.00	\$265,000.00
A25	SP 8-01	Erosion and Water Pollution Control	LS	1	\$5,000.00	\$5,000.00	\$36,750.00	\$36,750.00	\$2,500.00	\$2,500.00
A26	SP 8-01	Inlet Protection	Ea.	21	\$75.00	\$1,575.00	\$49.10	\$1,031.10	\$60.00	\$1,260.00
A27	SP 8-02	Bark Mulch	CY	11	\$75.00	\$825.00	\$61.73	\$679.03	\$86.00	\$946.00
A28	SP 8-02	Seeded Lawn Installation	SY	0	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00
A29	SP 8-02	Topsoil Type A	CY	16	\$65.00	\$1,040.00	\$57.37	\$917.92	\$75.00	\$1,200.00
A30	SP 8-02	PS Zelkova Serrata 'Green Vase' / Green Vase Sawleaf Zelkova - 15 Gal.	Ea.	5	\$625.00	\$3,125.00	\$787.50	\$3,937.50	\$850.00	\$4,250.00
A31	SP 8-02	PS Bouteloua Gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama - 5 Gal.	Ea.	16	\$70.00	\$1,120.00	\$42.00	\$672.00	\$45.00	\$720.00
A32	SP 8-02	PS Pennisetum Alopecuroides 'Hameln' / Hameln Fountain Grass - 5 Gal.	Ea.	24	\$70.00	\$1,680.00	\$42.00	\$1,008.00	\$45.00	\$1,080.00
A33	SP 8-02	PS Viburnum Davidii / David Viburnum - 5 Gal.	Ea.	15	\$45.00	\$675.00	\$38.85	\$582.75	\$45.00	\$675.00
A34	SP 8-02	PS Ophiopogon Japonicus / Mondo Grass - 1 Gal.	Ea.	254	\$20.00	\$5,080.00	\$15.75	\$4,000.50	\$17.00	\$4,318.00
A35	SS 8-03	Irrigation System	LS	1	\$13,500.00	\$13,500.00	\$26,985.00	\$26,985.00	\$31,250.00	\$31,250.00
A36	SP 8-04	Cement Conc. Traffic Curb and Gutter	LF	290	\$75.00	\$21,750.00	\$67.67	\$19,624.30	\$40.50	\$11,745.00
A37	SP 8-04	Cement Conc. Traffic Curb	LF	330	\$71.00	\$23,430.00	\$62.42	\$20,598.60	\$40.00	\$13,200.00
A38	SP 8-04	Cement Conc. Integral Curb	LF	220	\$81.00	\$17,820.00	\$72.92	\$16,042.40	\$33.75	\$7,425.00
A39	SP 8-04	Cement Conc. Valley Gutter	LF	224	\$73.00	\$16,352.00	\$60.32	\$13,511.68	\$42.50	\$9,520.00

Bid Tabulation

		Project Name:	Main and Wood							
		CIP No.:	19-02							
		Acct No.:								
		Bid Opening Date:	November 15th.							
		Notes:			Bidder #8		Bidder #9		Bidder #10	
		Indicates error corrected by PW dept	\$X,XXX.XX		Reed Trucking & Excavating Inc.		R.W. Scott Construction Co.		Tucci & Sons Inc.	
		Indicates Bidder modified Proposal	\$X,XXX.XX		2207 Inter Ave Suite A		4005 West Valley Hwy, Suite A		4224 Waller Rd	
		Indicates Revision Due to Duplication	*		Puyallup, Wa 98372		Auburn, Wa 98001		Tacoma, Wa 98443	
						\$2,251,110.24		\$2,084,552.19		\$2,476,451.01
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A40	SP 8-06	Commercial Cement Conc. Driveway Approach	SY	20	\$155.00	\$3,100.00	\$146.42	\$2,928.40	\$155.00	\$3,100.00
A41	SP 8-13	Survey Monument	Ea.	3	\$2,500.00	\$7,500.00	\$3,250.00	\$9,750.00	\$950.00	\$2,850.00
A42	SS 8-14	Cement Conc. Sidewalk	SY	820	\$88.00	\$72,160.00	\$65.57	\$53,767.40	\$80.00	\$65,600.00
A43	SP 8-14	Cement Conc. Curb Ramp Type Parallel	Ea.	2	\$4,500.00	\$9,000.00	\$4,142.25	\$8,284.50	\$2,750.00	\$5,500.00
A44	SP 8-14	Detectable Warning Surface	SF	170	\$100.00	\$17,000.00	\$89.25	\$15,172.50	\$40.00	\$6,800.00
A45	SP 8-20	Traffic Signal System Complete	LS	1	\$750,000.00	\$750,000.00	\$570,000.00	\$570,000.00	\$600,000.00	\$600,000.00
A46	SP 8-20	Joint Trench	LF	180	\$60.00	\$10,800.00	\$80.00	\$14,400.00	\$130.00	\$23,400.00
A47	SP 8-21	Permanent Signing	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
A48	SS 8-22	Paint Line	LF	2665	\$3.00	\$7,995.00	\$2.00	\$5,330.00	\$1.00	\$2,665.00
A49	SS 8-22	Plastic Stop Line	LF	75	\$25.00	\$1,875.00	\$12.00	\$900.00	\$8.00	\$600.00
A50	SS 8-22	Plastic Traffic Arrow	Ea.	12	\$350.00	\$4,200.00	\$170.00	\$2,040.00	\$170.00	\$2,040.00
A51	SS 8-22	Plastic Bicycle Lane Symbol	Ea.	9	\$650.00	\$5,850.00	\$420.00	\$3,780.00	\$440.00	\$3,960.00
A52	SS 8-22	Painted Acess Parking Stall Symbol	Ea.	2	\$250.00	\$500.00	\$50.00	\$100.00	\$28.00	\$56.00
A53	SS 8-22	Removing Paint Line	LF	354	\$15.00	\$5,310.00	\$4.00	\$1,416.00	\$2.25	\$796.50
A54	SS 8-23	Temporary Pavement Marking - Short Duration	LF	2665	\$0.50	\$1,332.50	\$0.20	\$533.00	\$0.35	\$932.75
A55	SP 8-26	Fixed Bollard	Ea.	14	\$1,200.00	\$16,800.00	\$1,709.87	\$23,938.18	\$2,000.00	\$28,000.00
A56	SP 8-31	Trash Receptacle	Ea.	4	\$3,000.00	\$12,000.00	\$1,000.00	\$4,000.00	\$2,100.00	\$8,400.00
A57	SP 8-31	Tree Grate and Frame	Ea.	4	\$2,000.00	\$8,000.00	\$2,573.46	\$10,293.84	\$2,400.00	\$9,600.00
				Schedu	Subtotal	\$1,972,599.50	Subtotal	\$1,786,217.36	Subtotal	\$2,042,106.25
					Tax	\$0.00	Tax	\$0.00	Tax	\$0.00
				Sche	Total	\$1,972,599.50	Total	\$1,786,217.36	Total	\$2,042,106.25
Schedule B - Water Improvements										
B1	SS 7-09	Shoring or Extra Excavation Trench	SF	3420	\$1.00	\$3,420.00	\$1.58	\$5,403.60	\$3.00	\$10,260.00
B2	SS 7-09	Extra Trench Excavaation	CY	76	\$70.00	\$5,320.00	\$47.94	\$3,643.44	\$60.00	\$4,560.00
B3	SP 7-09	DI Pipe Cl. 52 for Water Main 8-in. Diam.	LF	520	\$140.00	\$72,800.00	\$103.27	\$53,700.40	\$160.00	\$83,200.00
B4	SP 7-09	DI Pipe Cl. 52 for Water Main 6-in. Diam.	LF	50	\$100.00	\$5,000.00	\$70.40	\$3,520.00	\$90.00	\$4,500.00
B5	SP 7-09	Blowoff Assembly	Ea.	1	\$3,500.00	\$3,500.00	\$6,258.80	\$6,258.80	\$5,000.00	\$5,000.00
B6	SS 7-12	Gate Valve 8-in.	Ea.	4	\$2,100.00	\$8,400.00	\$2,201.85	\$8,807.40	\$3,150.00	\$12,600.00
B7	SS 7-12	Gate Valve 6-in.	Ea.	2	\$1,500.00	\$3,000.00	\$1,631.29	\$3,262.58	\$2,150.00	\$4,300.00
B8	SP 7-14	Hydrant Assembly	Ea.	2	\$6,000.00	\$12,000.00	\$5,735.43	\$11,470.86	\$7,500.00	\$15,000.00
B9	SP 7-15	Service Connection 3/4-in. Diam.	Ea.	7	\$2,000.00	\$14,000.00	\$2,975.18	\$20,826.26	\$3,150.00	\$22,050.00
B10	SP 8-05	Resolution of Utility Conflicts	Est.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Schedu	Subtotal	\$137,440.00	Subtotal	\$126,893.34	Subtotal	\$171,470.00
					Tax	\$12,919.36	Tax	\$11,927.97	Tax	\$16,118.18
				Sche	Total	\$150,359.36	Total	\$138,821.31	Total	\$187,588.18
Schedule C - Sanitary Sewer Improvements										
C1	SS 7-05	Shoring or Extra Excavation Class B	SF	1020	\$1.00	\$1,020.00	\$1.58	\$1,611.60	\$7.75	\$7,905.00
C2	SP 7-05	Manhole 48 in. Diam. Type 1	Ea.	3	\$3,500.00	\$10,500.00	\$4,496.92	\$13,490.76	\$6,000.00	\$18,000.00

Bid Tabulation

		Project Name:	Main and Wood							
		CIP No.:	19-02							
		Acct No.:								
		Bid Opening Date:	November 15th.							
		Notes:			Bidder #8		Bidder #9		Bidder #10	
		Indicates error corrected by PW dept	\$X,XXX.XX		Reed Trucking & Excavating Inc.		R.W. Scott Construction Co.		Tucci & Sons Inc.	
		Indicates Bidder modified Proposal	\$X,XXX.XX		2207 Inter Ave Suite A		4005 West Valley Hwy, Suite A		4224 Waller Rd	
		Indicates Revision Due to Duplication	*		Puyallup, Wa 98372		Auburn, Wa 98001		Tacoma, Wa 98443	
						\$2,251,110.24		\$2,084,552.19		\$2,476,451.01
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
C3	SP 7-05	Special Shallow Manhole 48 in. Diam. Type 1	Ea.	2	\$3,500.00	\$7,000.00	\$4,436.87	\$8,873.74	\$5,600.00	\$11,200.00
C4	SP 7-08	Unsuitable Pipe Foundation Excavation Incl. Haul	CY	17	\$50.00	\$850.00	\$49.55	\$842.35	\$91.00	\$1,547.00
C5	SP 7-17	PVC SDR 35 Sewer Pipe 12-in. Diam.	LF	40	\$75.00	\$3,000.00	\$138.62	\$5,544.80	\$139.00	\$5,560.00
C6	SP 7-17	PVC SDR 35 Sewer Pipe 18-in. Diam.	LF	185	\$115.00	\$21,275.00	\$181.19	\$33,520.15	\$320.00	\$59,200.00
C7	SP 7-18	PVC SDR 35 Sewer Pipe 6-in. Diam.	LF	55	\$75.00	\$4,125.00	\$91.13	\$5,012.15	\$65.00	\$3,575.00
C8	SS 7-19	Sewer Cleanout	Ea.	1	\$1,500.00	\$1,500.00	\$1,763.60	\$1,763.60	\$1,200.00	\$1,200.00
				Schedu	Subtotal	\$49,270.00	Subtotal	\$70,659.15	Subtotal	\$108,187.00
					Tax	\$4,631.38	Tax	\$6,641.96	Tax	\$10,169.58
				Sche	Total	\$53,901.38	Total	\$77,301.11	Total	\$118,356.58
Schedule D - Storm Sewer										
D1	SP 7-04	Schedule A Storm Sewer Pipe, 6 in. Diam.	LF	100	\$60.00	\$6,000.00	\$66.50	\$6,650.00	\$100.00	\$10,000.00
D2	SP 7-04	Schedule A Storm Sewer Pipe, 12 in. Diam.	LF	380	\$75.00	\$28,500.00	\$91.98	\$34,952.40	\$135.00	\$51,300.00
D3	SP 7-04	Ductile Iron Storm Sewer Pipe, 8 in. Diam	LF	30	\$70.00	\$2,100.00	\$94.52	\$2,835.60	\$165.00	\$4,950.00
D4	SP 7-04	Ductile Iron Storm Sewer Pipe, 12 in. Diam.	LF	110	\$125.00	\$13,750.00	\$119.43	\$13,137.30	\$185.00	\$20,350.00
D5	SP 7-05	Catch Basin Type 1	Ea.	12	\$1,700.00	\$20,400.00	\$1,785.01	\$21,420.12	\$2,900.00	\$34,800.00
D6	SP 7-05	Catch Basin Type 2, 48 in. Diam.	Ea.	1	\$3,500.00	\$3,500.00	\$3,216.99	\$3,216.99	\$7,000.00	\$7,000.00
				Schedu	Subtotal	\$74,250.00	Subtotal	\$82,212.41	Subtotal	\$128,400.00
					Tax	\$0.00	Tax	\$0.00	Tax	\$0.00
				Sche	Total	\$74,250.00	Total	\$82,212.41	Total	\$128,400.00
Total of all Schedules						\$2,251,110.24		\$2,084,552.19		\$2,476,451.01
		Prepared by:	Courtne							
		Date:	11/15/:							

PUBLIC WORKS CONTRACT
between City of Sumner and
R.W. SCOTT Construction

THIS AGREEMENT, made and entered into this day _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and R.W. Scott, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for

CIP 19-02 – Main & Wood Intersection Improvements

in accordance with and as described in the (a) attached plans and specifications, (b) the standard specifications of the Washington State Department of Transportation, and (c) all other documents, specifications, provisions and required regulations contained in the Bid Document package provided at bid opening, all of which are considered the “Contract Documents” and are incorporated herein by this reference and made part hereof as if fully set forth in this contract, and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Sumner.

II. The City of Sumner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner upon the conditions provided for in this contract. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and kin, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

III. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

The Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

IV. It is further provided that no liability shall attach to the City of Sumner by reason of entering into this contract except as provided herein.

V. Debarment. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

VI. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(J) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit C.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of said City of Sumner the day and year first above written.

CONTRACTOR:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Its _____ (Title)	Its <u>Mayor</u> (Title)
DATE: _____	DATE: _____

EXHIBIT A

PROPOSAL

To: City of Sumner

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done and having familiarized himself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, any or all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's **Main and Wood Improvements, CIP 19-02**, for the amounts stated below.

- A. **BID ITEMS** (See Special Provisions and Standard Specifications for description of bid items)

Main and Wood Improvements						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
A1	1	Eq. Adj.	Minor Change	SS 1-04.4(1)	\$ 20,000.00	\$ 20,000.00
A2	1	LS	Roadway Surveying	SP 1-05.4	\$ 23,100.00	\$ 23,100.00
A3	1	LS	ADA Features Surveying	SP 1-05.4	\$ 6,300.00	\$ 6,300.00
A4	1	LS	Record Drawings (Min. Bid \$500)	SP 1-05.18	\$ 525.00	\$ 525.00
A5	1	LS	SPCC Plan	SS 1-07.15	\$ 525.00	\$ 525.00
A6	1	LS	Mobilization	SS 1-09.7	\$ 250,000.00	\$ 250,000.00
A7	1	LS	Project Temporary Traffic Control	SP 1-10	\$ 40,950.00	\$ 40,950.00
A8	1	LS	Pedestrian Traffic Control	SS 1-10	\$ 24,570.00	\$ 24,570.00
A9	1	LS	Removal of Structure and Obstruction	SP 2-02	\$ 4,000.00	\$ 4,000.00

BA01

Main and Wood Improvements						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
A10	2,330	SY	Removing Asphalt Pavement	SP 2-02	\$ 27.92	\$ 65,053.60
A11	910	SY	Removing Cement Conc. Pavement	SP 2-02	\$ 29.48	\$ 26,826.80
A12	380	SY	Removing Cement Conc. Sidewalk	SP 2-02	\$ 44.58	\$ 16,940.40
A13	400	LF	Removing Cement Conc. Curb	SP 2-02	\$ 7.44	\$ 2,976.00
A14	3	Ea.	Adjust Existing Utility to Grade	SP 2-02	\$ 1,323.92	\$ 3,971.76
A15	8	Ea.	Utility Potholing	SP 2-02	\$ 703.40	\$ 5,627.20
A16	1,570	CY	Roadway Excavation Incl. Haul	SS 2-03	\$ 30.74	\$ 48,261.80
A17	2,340	SF	Shoring or Extra Excavation Class B	SS 2-09	\$ 1.50	\$ 3,510.00
A18	2,395	SY	Construction Geotextile for Separation	SS 2-12	\$ 2.44	\$ 5,843.80
A19	560	Ton	Crushed Surfacing Top Course	SP 4-04	\$ 40.41	\$ 22,629.60
A20	270	Ton	Crushed Surfacing Base Course	SP 4-04	\$ 40.41	\$ 10,910.70
A21	950	Ton	Ballast	SS 4-04	\$ 42.51	\$ 40,384.50
A22	670	Ton	HMA Cl. 1/2" PG 58H-22	SP 5-04	\$ 177.84	\$ 119,152.80
A23	370	SY	Cement Conc. Pavement	SP 5-05	\$ 172.24	\$ 63,728.80



Main and Wood Improvements						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
A24	500	SY	Stamped and Colored Cement Conc. Pavement	SP 5-05	\$ 202.91	\$ 101,455.00
A25	1	LS	Erosion and Water Pollution Control	SP 8-01	\$ 36,750.00	\$ 36,750.00
A26	21	Ea.	Inlet Protection	SP 8-01	\$ 49.10	\$ 1,031.10
A27	11	CY	Bark Mulch	SP 8-02	\$ 61.73	\$ 679.03
A28	0	SY	Seeded Lawn Installation	SP 8-02	\$ 0.00 -	\$ 0.00
A29	16	CY	Topsoil Type A	SP 8-02	\$ 57.37	\$ 917.92
A30	5	Ea.	PS Zelkova Serrata 'Green Vase' / Green Vase Sawleaf Zelkova - 15 Gal.	SP 8-02	\$ 787.50	\$ 3,937.50
A31	16	Ea.	PS Bouteloua Gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama - 5 Gal.	SP 8-02	\$ 42.00	\$ 672.00
A32	24	Ea.	PS Pennisetum Alopecuroides 'Hameln' / Hameln Fountain Grass - 5 Gal.	SP 8-02	\$ 42.00	\$ 1,008.00
A33	15	Ea.	PS Viburnum Davidii / David Viburnum - 5 Gal.	SP 8-02	\$ 38.85	\$ 582.75
A34	254	Ea.	PS Ophiopogon Japonicus / Mondo Grass - 1 Gal.	SP 8-02	\$ 15.75	\$ 4,000.50
A35	1	LS	Irrigation System	SS 8-03	\$ 26,985.00	\$ 26,985.00
A36	290	LF	Cement Conc. Traffic Curb and Gutter	SP 8-04	\$ 67.67	\$ 19,624.30
A37	330	LF	Cement Conc. Traffic Curb	SP 8-04	\$ 62.42	\$ 20,598.60



Main and Wood Improvements						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
A38	220	LF	Cement Conc. Integral Curb	SP 8-04	\$ 72.92	\$ 16,042.40
A39	224	LF	Cement Conc. Valley Gutter	SP 8-04	\$ 60.32	\$ 13,511.68
A40	20	SY	Commercial Cement Conc. Driveway Approach	SP 8-06	\$ 146.42	\$ 2,928.40
A41	3	Ea.	Survey Monument	SP 8-13	\$ 3,250.00	\$ 9,750.00
A42	820	SY	Cement Conc. Sidewalk	SS 8-14	\$ 65.57	\$ 53,767.40
A43	2	Ea.	Cement Conc. Curb Ramp Type Parallel	SP 8-14	\$ 4,142.25	\$ 8,284.50
A44	170	SF	Detectable Warning Surface	SP 8-14	\$ 89.25	\$ 15,172.50
A45	1	LS	Traffic Signal System Complete	SP 8-20	\$ 570,000.00	\$ 570,000.00
A46	180	LF	Joint Trench	SP 8-20	\$ 80.00	\$ 14,400.00
A47	1	LS	Permanent Signing	SP 8-21	\$ 6,000.00	\$ 6,000.00
A48	2,665	LF	Paint Line	SS 8-22	\$ 2.00	\$ 5,330.00
A49	75	LF	Plastic Stop Line	SS 8-22	\$ 12.00	\$ 900.00
A50	12	Ea.	Plastic Traffic Arrow	SS 8-22	\$ 170.00	\$ 2,040.00
A51	9	Ea.	Plastic Bicycle Lane Symbol	SS 8-22	\$ 420.00	\$ 3,780.00



Main and Wood Improvements						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
A52	2	Ea.	Painted Access Parking Stall Symbol	SS 8-22	\$ 50.00	\$ 100.00
A53	354	LF	Removing Paint Line	SS 8-22	\$ 4.00	\$ 1,416.00
A54	2,665	LF	Temporary Pavement Marking - Short Duration	SS 8-23	\$ 0.20	\$ 533.00
A55	14	Ea.	Fixed Bollard	SP 8-26	\$ 1,709.87	\$ 23,938.18
A56	4	Ea.	Trash Receptacle	SP 8-31	\$ 1,000.00	\$ 4,000.00
A57	4	Ea.	Tree Grate and Frame	SP 8-31	\$ 2,573.46	\$ 10,293.84
B1	3,420	SF	Shoring or Extra Excavation Trench	SS 7-09	\$ 1.58	\$ 5,403.60
B2	76	CY	Extra Trench Excavation	SS 7-09	\$ 47.94	\$ 3,643.44
B3	520	LF	DI Pipe Cl. 52 for Water Main 8-In. Diam.	SP 7-09	\$ 103.27	\$ 53,700.40
B4	50	LF	DI Pipe Cl. 52 for Water Main 6-In. Diam.	SP 7-09	\$ 70.40	\$ 3,520.00
B5	1	Ea.	Blowoff Assembly	SP 7-09	\$ 6,258.80	\$ 6,258.80
B6	4	Ea.	Gate Valve 8-In.	SS 7-12	\$ 2,201.85	\$ 8,807.40
B7	2	Ea.	Gate Valve 6-In.	SS 7-12	\$ 1,631.29	\$ 3,262.58
B8	2	Ea.	Hydrant Assembly	SP 7-14	\$ 5,735.43	\$ 11,470.86



Main and Wood Improvements						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
B9	7	Ea.	Service Connection 3/4-In. Diam.	SP 7-15	\$ 2,975.18	\$ 20,826.26
B10	1	Est.	Resolution of Utility Conflicts	SP 8-05	\$ 10,000.00	\$ 10,000.00
C1	1,020	SF	Shoring or Extra Excavation Class B	SS 7-05	\$ 1.58	\$ 1,611.60
C2	3	Ea.	Manhole 48 In. Diam. Type 1	SP 7-05	\$ 4,496.92	\$ 13,490.76
C3	2	Ea.	Special Shallow Manhole 48 In. Diam. Type 1	SP 7-05	\$ 4,436.87	\$ 8,873.74
C4	17	CY	Unsuitable Pipe Foundation Excavation Incl. Haul	SP 7-08	\$ 49.55	\$ 842.35
C5	40	LF	PVC SDR 35 Sewer Pipe 12-In. Diam.	SP 7-17	\$ 138.62	\$ 5,544.80
C6	185	LF	PVC SDR 35 Sewer Pipe 18-In. Diam.	SP 7-17	\$ 181.19	\$ 33,520.15
C7	55	LF	PVC SDR 35 Sewer Pipe 6-In. Diam.	SP 7-18	\$ 91.13	\$ 5,012.15
C8	1	Ea.	Sewer Cleanout	SS 7-19	\$ 1,763.60	\$ 1,763.60
D1	100	LF	Schedule A Storm Sewer Pipe, 6 In. Diam.	SP 7-04	\$ 66.50	\$ 6,650.00
D2	380	LF	Schedule A Storm Sewer Pipe, 12 In. Diam.	SP 7-04	\$ 91.98	\$ 34,952.40
D3	30	LF	Ductile Iron Storm Sewer Pipe, 8 In. Diam.	SP 7-04	\$ 94.52	\$ 2,835.60
D4	110	LF	Ductile Iron Storm Sewer Pipe, 12 In. Diam.	SP 7-04	\$ 119.43	\$ 13,137.30

Main and Wood Improvements						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
D5	12	Ea.	Catch Basin Type 1	SP 7-05	\$ 1,785.01	\$ 21,420.12
D6	1	Ea.	Catch Basin Type 2, 48 In. Diam.	SP 7-05	\$ 3,216.99	\$ 3,216.99



Schedule A Subtotal \$ 1,786,217.36

Schedule B Subtotal \$ 126,893.34

Schedule B Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 11,927.97

Schedule C Subtotal \$ 70,659.15

Schedule C Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 6,641.96

Schedule D Subtotal \$ 82,212.41

Bid Total \$ 2,084,552.19

EXHIBIT B

CITY OF SUMNER

**CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
“E-VERIFY“**

As the person duly authorized to enter into such commitment for

_____,
R.W. Scott Construction

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

NAME

TITLE

DATE

EXHIBIT C

APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1) – (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying

number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5

(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph

(a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SUBJECT: Ordinance No. 2838 - 2023/2024 Biennial Budget

CATEGORY: Public Hearings

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2838 - 2023/2024 Biennial Budget

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Under Revised Code of Washington 35A.34, the City is required to hold both a preliminary and a final hearing on the budget. The first public hearing was held November 7, 2022. This is the second and final public hearing. Adoption of the 2023/2024 Biennial Budget is scheduled for December 5, 2022.

The 2023/2024 Biennial Budget has been made available to the Public via the City's official website and the City's Sumner Connects project pages.

The 2023/2024 Biennial Budget has been reviewed in City Council Study Session on September 12, 2022, September 19, 2022, September 26, 2022, October 3, 2022, October 10, 2022, October 17, 2022, October 24, 2022, and November 14, 2022. Additionally, a public hearing on ad valorem property tax revenue was held on October 17, 2022.

The 2023/2024 Biennial Budget for all budgeted funds includes \$212,592,640 in regular revenues and beginning fund balance, and \$212,592,640 in appropriated expenditures and ending fund balance.

COUNCIL COMMITTEE/STUDY SESSION: City Council Study Sessions and Special Study Sessions

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Conduct second and final public hearing for the 2023/2024 Biennial Budget.

**ORDINANCE NO. 2838
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, ADOPTING THE 2023-2024 BIENNIAL BUDGET.**

WHEREAS, State law, Chapter 35A.33 RCW, requires the City to adopt a budget and provides procedures for the filing of estimates, a preliminary budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, a preliminary budget for the fiscal years 2023 through 2024 has been prepared and filed; and

WHEREAS, public hearings were conducted for the purpose of fixing the final budget; and

WHEREAS, the City Council has deliberated and made adjustments and changes, as necessary and proper.

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

Section 1. Adoption by Reference. The 2023-2024 Biennial Budget for the City of Sumner, covering the period from January 1, 2023 through December 31, 2024, with regular revenues and beginning fund balances of \$212,592,640 and expenditures and ending fund balance of \$212,592,640, is hereby adopted.

Section 2. Summary of Revenues and Expenditures. The 2023-2024 Biennial Budget sets forth totals of estimated revenues and expenditures by fund and is as follows:

		Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
Funds		<i>Adopted</i>	<i>Adopted</i>	<i>Adopted</i>	<i>Adopted</i>
General	001 General	\$ 11,300,000	\$ 41,287,140	\$ 40,975,513	\$ 11,611,627
	002 General Fund Reserves	980,824	-	-	980,824
	003 Building Reserves	450,756	200,000	390,000	260,756
Spec. Rev.	103 Complete Streets	-	-	-	-
	105 Drug Enforcement	65,510	-	4,000	61,510
	106 Occupancy Tax Fund	262,600	205,000	338,156	129,444
	115 ARPA Fund	680,624	-	50,100	630,524
Debt Svc	200 Debt Service	2,570,000	465,800	496,100	2,539,700
	221 LID Guarantee	691,569	-	-	691,569
Capital	302 Sidewalk	412,457	530,000	880,000	62,457
	305 Real Estate Excise Tax	851,288	1,600,000	550,000	1,901,288
	310 Parks & Trails Capital Fund	423,721	4,868,061	5,131,106	160,676
	320 Street Capital Fund	7,709,379	17,364,200	24,625,588	447,991
	325 Facilities Capital Fund	50,000	515,000	565,000	-
Enterprise	401 Water	13,219,995	10,189,150	20,279,605	3,129,540
	402 Wastewater	9,286,248	15,566,163	21,270,227	3,582,184
	403 Utility Bond Reserves	1,731,342	-	-	1,731,342
	408 Stormwater	8,227,784	38,031,772	42,424,254	3,835,302
	410 Cemetery Operations	74,238	1,498,200	1,425,316	147,122
	415 Cemetery Development	208,994	300,000	300,000	208,994
	440 Animal Control	94,087	2,093,628	2,062,680	125,035
Internal Service	501 Unemployment Insurance	9,351	-	3,991	5,360
	550 Fleet Operations	94,835	1,498,570	1,551,411	41,994
	551 Technology Services	479,281	3,264,440	3,336,088	407,633
	555 Fleet Replacement	1,942,959	2,126,935	1,770,000	2,299,894
Fiduciary	601 Cemetery Endowment	1,545,873	33,000	-	1,578,873
	605 Development Impact Fees	6,898,068	500,000	998,833	6,399,235
	611 Firemen's Pension	29,798	164,000	160,000	33,798
Total All Funds		\$ 70,291,581	\$ 142,301,059	\$ 169,587,969	\$ 43,004,671

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. 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.

Section 5. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 5th day of December, 2022.

Mayor Kathy Hayden

ATTEST:

City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

City Attorney Andrea Marquez

SUBJECT: Ordinance No. 2838 - 2023/2024 Biennial Budget

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2838 - 2023/2024 Biennial Budget
-

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Under Revised Code of Washington 35A.34, the City is required to hold both a preliminary and a final hearing on the budget. The first hearing was held November 7, 2022, and the second public hearing held on December 5, 2022.

The 2023/2024 Biennial Budget has been made available to the Public via the City's official website and the City's Sumner Connects project pages.

The 2023/2024 Biennial Budget has been reviewed in City Council Study Session on September 12, 2022, September 19, 2022, September 26, 2022, October 3, 2022, October 10, 2022, October 17, 2022, October 24, 2022, and November 7, 2022. Additionally, a public hearing on ad valorem property tax revenue was held on October 17, 2022.

The 2023/2024 Biennial Budget for all budgeted funds includes \$212,592,640 in regular revenues and beginning fund balance, and \$212,592,640 in appropriated expenditures and ending fund balance.

COUNCIL COMMITTEE/STUDY SESSION: City Council Study Sessions and Special Study Sessions

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No. 2838 adopting the 2023/2024 Biennial Budget.

ORDINANCE NO. 2838
CITY OF SUMNER, WASHINGTON

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, ADOPTING THE 2023-2024 BIENNIAL BUDGET.**

WHEREAS, State law, Chapter 35A.33 RCW, requires the City to adopt a budget and provides procedures for the filing of estimates, a preliminary budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, a preliminary budget for the fiscal years 2023 through 2024 has been prepared and filed; and

WHEREAS, public hearings were conducted for the purpose of fixing the final budget; and

WHEREAS, the City Council has deliberated and made adjustments and changes, as necessary and proper.

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

Section 1. Adoption by Reference. The 2023-2024 Biennial Budget for the City of Sumner, covering the period from January 1, 2023 through December 31, 2024, with regular revenues and beginning fund balances of \$212,592,640 and expenditures and ending fund balance of \$212,592,640, is hereby adopted.

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	002 General Fund Reserves	980,824	-	-	980,824
	003 Building Reserves	450,756	200,000	390,000	260,756
Spec. Rev.	103 Complete Streets	-	-	-	-
	105 Drug Enforcement	65,510	-	4,000	61,510
	106 Occupancy Tax Fund	262,600	205,000	338,156	129,444
	115 ARPA Fund	680,624	-	50,100	630,524
Debt Svc	200 Debt Service	2,570,000	465,800	496,100	2,539,700
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Capital	302 Sidewalk	412,457	530,000	880,000	62,457
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	320 Street Capital Fund	7,709,379	17,364,200	24,625,588	447,991
	325 Facilities Capital Fund	50,000	515,000	565,000	-
Enterprise	401 Water	13,219,995	10,189,150	20,279,605	3,129,540
	402 Wastewater	9,286,248	15,566,163	21,270,227	3,582,184
	403 Utility Bond Reserves	1,731,342	-	-	1,731,342
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Internal Service	501 Unemployment Insurance	9,351	-	3,991	5,360
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Fiduciary	601 Cemetery Endowment	1,545,873	33,000	-	1,578,873
	605 Development Impact Fees	6,898,068	500,000	998,833	6,399,235
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Total All Funds		\$ 70,291,581	\$ 142,301,059	\$ 169,587,969	\$ 43,004,671

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. 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.

Section 5. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 5th day of December, 2022.

Mayor Kathy Hayden

ATTEST:

City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

City Attorney Andrea Marquez

SUBJECT: Ordinance No. 2844 - Vacating Riverwalk Trail**CATEGORY:** Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2844 - Vacating Riverwalk Trail
2. Riverwalk Trail Section Map
3. Riverwalk Trail Easement Agreement

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

Back in 1993, a trail section adjacent to the Riverwalk Condominiums was dedicated to the City of Sumner as public right of way – please see attachment titled Trail Easement. Public right of way is essentially the granting of an exclusive easement to the public for so long as is necessary to serve a public purpose. The ‘trail’ sections that connect this stretch of right of way are all privately owned and/or are not open to the public given the nature of the underlying utility property (put another way, the City does not own or otherwise have a right to use any of the ‘trail’ sections that abut the one by Riverwalk Condominiums). In 2001, nearly a decade after this stretch of trail was dedicated to public use, the City and the Riverwalk Condominium Association entered into an agreement whereby the HOA took on the obligation to create an annual planting program and maintain responsibilities related to the landscaping and vegetation on and around the paved trail, and the City took on the responsibility to “maintain and repair paved walkway” in a condition that is safe for foot traffic. See attachment titled Riverwalk Native Growth Easement Agreement

Throughout the years since the 2001 agreement, in part due to turnover on both the HOA board/condominium ownership and changing City staff, there has been substantial confusion regarding each party’s role and maintenance responsibilities. In 2010, the City’s then Public Works Director wrote a letter to the HOA describing the City’s intention to remove the paved surface due to unsafe conditions caused by the failure to maintain the root systems of the trail-adjacent trees. Also, “private property” and “no trespassing” signage was installed by the HOA at some point, leading the public to believe the trail section is not open for their free use. That is problematic, as the City has been expending public money to maintain the paved surface, but unfortunately it is not being utilized by the public – rather it appears to be more heavily used by occupants/owners of the Riverwalk Condos. In recent conversations related to the future of the City’s trail system, the City determined that it is not the safest or most feasible option to continue the City’s trail system through that location to HWY 162 like was once anticipated. Instead, the City has shifted its focus and resources to designing a safe connection between the Sumner Link Trail system that ends at Traffic Avenue, over the river, connecting to Puyallup’s Riverwalk trail (to keep the trail systems contiguous, but also safe). The decision not to continue the trail system in your location leaves the City, and its users with an island of paved trail, without any public access to either side of it, leading to nowhere. The City, in communication with the HOA, has decided to vacate the landlocked trail section back to the HOA, reserving only a public access easement as required by the Shoreline Management Act (permit for HOA's development along the shoreline). The vacation will be free of charge given the complexities of the dual maintenance and management responsibilities outlined in the easement.

On November 7, 2022, the City Council held a public hearing. Members of the public requested that the City consider tearing out the paved surface prior to vacating it back. However, that option was provided to the HOA board, and the board elected to have the City re-pave the surface one last time prior to vacation. That paving work occurred in October.

COUNCIL COMMITTEE/STUDY SESSION: Public Works**MEETING/STUDY SESSION DATE: 10/4/2022****COMMITTEE RECOMMENDATION: Do-Pass****STAFF RECOMMENDATIONS/MOTION:**

Adopt Ordinance No. 2844 - vacating the public trail adjacent to the Riverwalk Condominiums back to the HOA, where it was originally dedicated, reserving only a public access easement necessary to comply with the development's shoreline requirements.

ORDINANCE NO. 2844

CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, VACATING THE PUBLIC TRAIL SECTION RUNNING ADJACENT TO THE RIVER WALK CONDOMINIUM COMPLEX AND ALONG THE PUYALLUP RIVER, IN THE CITY OF SUMNER, WASHINGTON, AS MORE PARTICULARLY SET FORTH HEREIN.

WHEREAS, this is a Council-initiated effort to vacate the public trail section described above; and

WHEREAS, On July 30, 1992, the Rivergrove Development granted the right of way to the City by recording filed under Auditor's Fee No. 9207300229, which has since been an open piece of public trail; and

WHEREAS, the trail section is a dedicated public right-of-way, but the section of the trail does not connect to any other of the City's trail systems (landlocked from public access from either direction), and in an isolated section of paved trail that, due to its location, is not currently being accessed or utilized by the public as expected, and is no longer part of the City's future trail system expansions; and

WHEREAS, by agreement dated 1993, the City and the HOA have mutually maintained and operated the trail section, with the City maintaining the paved trail surface, and the HOA maintaining all other aspects of the vegetation, flood protection, etc; and

WHEREAS, the City's required maintenance of the paved surface is expensive and is not providing the public as a whole with the benefit of that expenditure; and

WHEREAS, vacating this land-locked section of trail will enable the City to implement its updated trail system plan by expanding other sections of the trail adjacent to the White and Puyallup Rivers to provide a comparable, but more accessible and convenient trail system and access to the rivers in other locations in the City, consistent with RCW 35.79.035(1)(c); and

WHEREAS, the City has no further need or use of the Right of Way, and the highest and best use of this trail section is in conjunction with the use from the Riverwalk Condominium Homeowner's Association; and

WHEREAS, vacation of the Right of Way would return the trail to the Riverwalk Condominium Homeowner's Association, from where it was dedicated to the City, and would be no charge given the shared maintenance responsibilities outlined in the easement recorded under Pierce County Auditor's No. 200105311658.

WHEREAS, on October 17, 2022, the Sumner City Council adopted Resolution No. 1639 affixing November 07, 2021, at the hour of 6:00 pm, at Sumner City Hall, 1104 Maple Street,

Sumner, Washington, as the time and place for a public hearing on the petition to vacate pursuant to RCW 37.79.030, with access to said public hearing being available by ZOOM, instructions for attendance being published on the City's website; and

WHEREAS, pursuant to RCW 35.79.020, notices of the time and place of the hearing were properly given; and

WHEREAS, a public hearing was held at a regular Council meeting on November 7, 2022 at 6:00pm, and in addition to the normal requirements for publishing notice, notice of the public hearing was posted conspicuously on the trail sought to be vacated, and indicated that the area is public access, proposed to be vacated and that anyone objecting to the proposed vacation should attend the public hearing or send a letter indicating their objection, Per RCW 35.79.035(2)(c) ; and

WHEREAS, at the time and place fixed, the public hearing did occur with both speakers commenting to the City Council and email comments read into the record and all steps and proceedings required by law and by resolution of the City Council have been duly taken and carried out; and

WHEREAS, City staff did compile an inventory of all rights-of-way within the city or town that abut the same body of water that is abutted by the trail sought to be vacated, pursuant to RCW 35.79.035(2)(a); and

WHEREAS, City staff did conduct a study to determine if the trail to be vacated is suitable for use by the city for any of the following purposes: Port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education, pursuant to RCW 35.79.035(2)(b); and

WHEREAS, the City Council declares and makes a finding that the above trail to be vacated is not suitable for the purpose of a port, beach, water access, boat moorage, launching sites, park, public view, recreation or education and that this vacation is in the public interest, per RCW 35.79.035(2)(d).

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

Section 1. **Findings.** That the Right of Way described in Exhibit A, which is attached and made part hereof, is hereby vacated to the Riverwalk Condominium Homeowner's Association, reserving only a public access easement as described in Section 3 below.

Section 2. **Surrender.** The Right of Way so vacated, is hereby surrendered and attached to the immediately abutting property owned in fee by the Riverwalk Condominium Homeowner's Association, and all right or title of the City and of the public, in and to the Right of Way so vacated, shall and does hereby vest in the Riverwalk Condominium Homeowner's Association as the abutting property owner as provided by RCW 35.79.040. The City Council finds that it is reasonable and appropriate to vacate it to the Riverwalk Condominium Homeowner's Association without compensation, in acknowledgment of the

mutual maintenance and responsibilities of each party throughout the course of the 1993 Easement.

Section 3. **Reservation of Public Access Easement.** The public right of way herein vacated shall reserve to the City of Sumner and the general public, a public access easement to the Shoreline as necessary to satisfy the requirements of the Shoreline Management Act and associated permit conditions imposed at the time of the Riverwalk Condominiums.

Section 4. **Effective Date of Vacation.** The vacation of the right of way herein described, and termination of the 1993 Easement obligations shall be effective no less than five days following the publication of this Ordinance in accordance with law, and shall thereafter be recorded in the Pierce County Auditor's Office.

Section 5. **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 and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof on the 5th day of December 2022.

Mayor Kathy Hayden

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT A
RIGHT OF WAY LEGAL DESCRIPTION AND DEPICTION

BK 0850PG2360

9301250374

EASEMENT

THE GRANTOR, RIVERGROVE DEVELOPMENT, A GENERAL PARTNERSHIP, FOR A VALUABLE CONSIDERATION FROM THE CITY OF SUMNER, DOES HEREBY GRANT, SELL AND CONVEY TO THE CITY OF SUMNER, A MUNICIPAL CORPORATION, GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY, UNDER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN PIERCE COUNTY, WASHINGTON, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 869.15 FEET; THENCE S 63° 10' 14" E 6.00 FEET TO THE TRUE POINT OF BEGINNING OF A 15.00 FOOT EASEMENT, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE N 63° 10' 14" W, 191.74 FEET; THENCE N 52° 55' 35" W, 195.78 FEET; THENCE N 51° 00' 04" W, 284.85 FEET; THENCE N 53° 30' 18" W, 397.80 FEET; THENCE N 54° 50' 46" W, 116.79 FEET; THENCE N 55° 04' 02" W, 105.60 FEET; THENCE N 52° 24' 57" W, 106.52 FEET; THENCE N 57° 47' 22" W, 10.56 FEET; THENCE N 60° 21' 27" W, 86.23 FEET; THENCE N 51° 40' 00" W, 54.31 FEET; THENCE N 46° 22' 15" W, 68.31 FEET; THENCE N 38° 07' 04" W, 62.00 FEET TO THE TERMINUS POINT OF THIS EASEMENT.

EXCEPT THEREFROM ANY PORTION LYING OUTSIDE OF THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 292.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 0° 45' 40" E, 588.28 FEET; THENCE N 62° 42' 53" W, 189.30 FEET; THENCE N 56° 32' 57" W, 200.79 FEET; THENCE N 52° 55' 06" W, 281.72 FEET; THENCE N 50° 07' 44" W, 416.40 FEET; THENCE 51° 37' 18" W, 581.76 FEET; THENCE N 47° 15' 07" E, 220.00 FEET; THENCE N 42° 44' 53" W, 27.50 FEET; THENCE N 47° 15' 07" E, 199.20 FEET; THENCE N 67° 12' 08" E, 137.39 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, S 32° 52' 55" E, 300.11 FEET; THENCE S 40° 52' 55" E, 565.45 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS POINT BEARING N 49° 07' 05" E 255.00 FEET AND THROUGH A CENTRAL ANGLE OF 49° 52' 45" FOR AN ARC DISTANCE OF 221.99 FEET; THENCE N 99° 14' 20" E 183.32 FEET TO THE TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT; BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 292.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, S 89° 14' 20" W 183.32 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS

For reference only, not for re-sale.

EXCISE TAX EXEMPT: DATE 12-5-93
Pierce County

Auth. Sig

9301250374

BK0850PG2361

POINT BEARING N 0° 45' 40" W 255.00 FEET AND THROUGH A CENTRAL ANGLE 48° 06' 11" FOR AN ARC DISTANCE OF 214.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 46' 34" FOR AN ARC DISTANCE OF 7.90 FEET; THENCE N 40° 52' 55" W 93.64 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS POINT BEARING S 49° 07' 05" W 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 78° 07' 05" FOR AN ARC DISTANCE OF 27.27 FEET; THENCE S 37° 14' 09" W 42.79 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS POINT BEARING N 52° 45' 51" W 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 93° 41' 45" FOR AN ARC DISTANCE OF 32.71 FEET; THENCE S 6° 46' 58" W 98.48 FEET; THENCE S 36° 29' 42" W 164.34 FEET; THENCE S 53° 30' 18" E 10.00 FEET; THENCE N 36° 29' 42" E 164.95 FEET; THENCE N 64° 36' 52" E 88.81 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS POINT BEARING N 39° 47' 22" E 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 88° 26' 47" FOR AN ARC DISTANCE OF 30.67 FEET; THENCE N 37° 14' 09" E 27.16 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS POINT BEARING S 52° 45' 51" E 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 100° 06' 22" FOR AN ARC DISTANCE OF 34.94 FEET TO THE POINT OF BEGINNING.

FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND/OR REPAIR, AND/OR REPLACEMENT OF A PUBLIC ACCESS EASEMENT UTILITY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID EASEMENT AND RIGHT-OF-WAY, FOR ALL PURPOSES NECESSARY AND RELATED THERETO.

DATED THIS 22nd DAY OF January, 1993.

RIVERGROVE DEVELOPMENT,
A GENERAL PARTNERSHIP

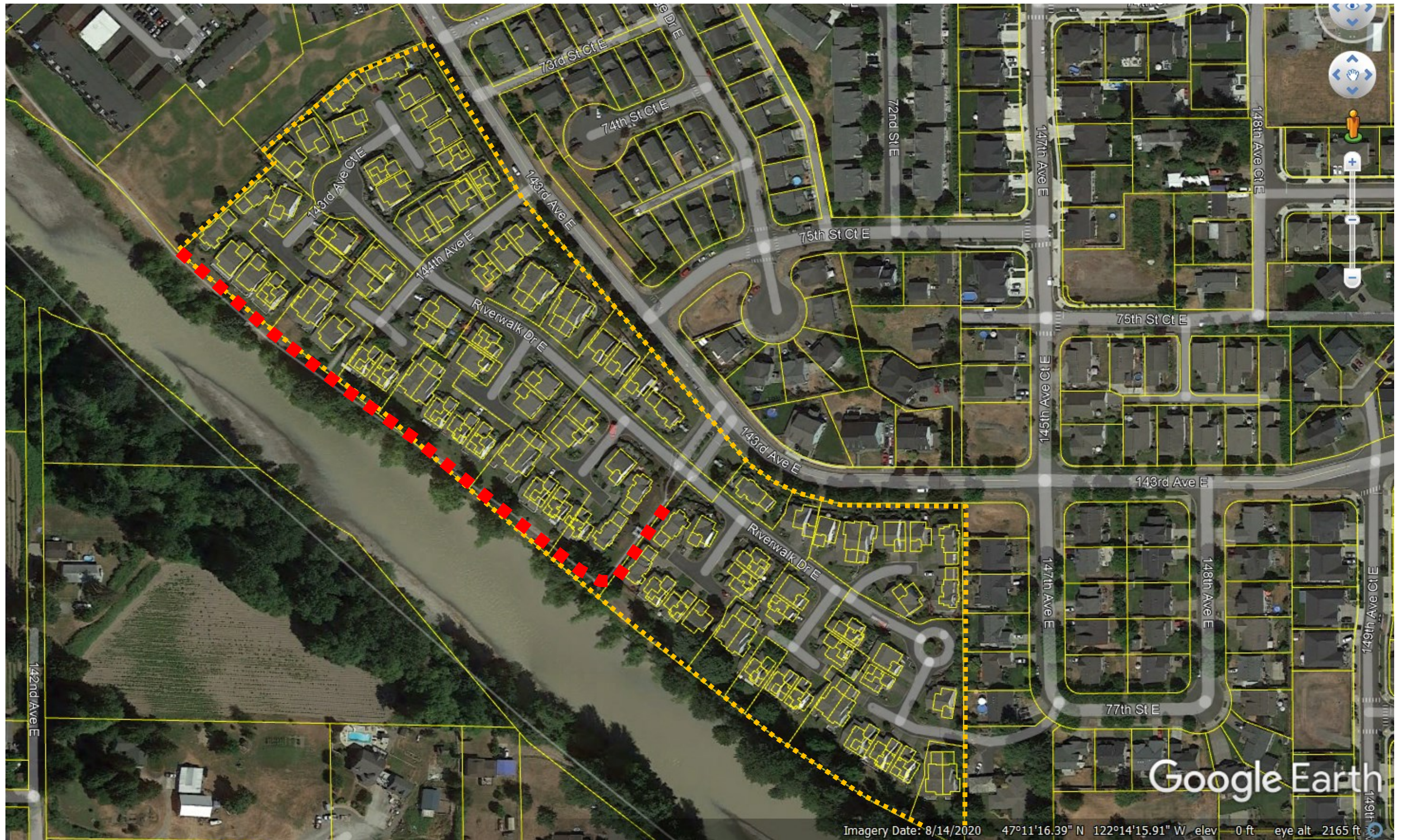
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BRIAN SONTAG
AUDITOR PIERCE CO. WASH.

9301250374

For reference only, not for re-sale.





9301250374

EASEMENT

THE GRANTOR, RIVERGROVE DEVELOPMENT, A GENERAL PARTNERSHIP, FOR A VALUABLE CONSIDERATION FROM THE CITY OF SUMNER, DOES HEREBY GRANT, SELL AND CONVEY TO THE CITY OF SUMNER, A MUNICIPAL CORPORATION, GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY, UNDER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN PIERCE COUNTY, WASHINGTON, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 869.15 FEET; THENCE S 63° 10' 14" E 8.00 FEET TO THE TRUE POINT OF BEGINNING OF A 15.00 FOOT EASEMENT, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE N 63° 10' 14" W, 191.74 FEET; THENCE N 52° 55' 35" W, 195.78 FEET; THENCE N 51° 00' 04" W, 284.85 FEET; THENCE N 53° 30' 18" W, 397.80 FEET; THENCE N 54° 50' 46" W, 116.79 FEET; THENCE N 55° 04' 02" W, 105.60 FEET; THENCE N 52° 24' 57" W, 106.52 FEET; THENCE N 57° 47' 22" W, 10.56 FEET; THENCE N 60° 21' 27" W, 86.23 FEET; THENCE N 51° 40' 00" W, 54.31 FEET; THENCE N 46° 22' 15" W, 68.31 FEET; THENCE N 38° 07' 04" W, 62.00 FEET TO THE TERMINUS POINT OF THIS EASEMENT.

EXCEPT THEREFROM ANY PORTION LYING OUTSIDE OF THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 292.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 0° 45' 40" E, 588.28 FEET; THENCE N 62° 42' 53" W, 189.30 FEET; THENCE N 56° 32' 57" W, 200.79 FEET; THENCE N 52° 55' 06" W, 281.72 FEET; THENCE N 50° 07' 44" W, 416.40 FEET; THENCE 51° 37' 18" W, 581.76 FEET; THENCE N 47° 15' 07" E, 220.00 FEET; THENCE N 42° 44' 53" W, 27.50 FEET; THENCE N 47° 15' 07" E, 199.20 FEET; THENCE N 67° 12' 08" E, 137.39 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, S 32° 52' 55" E, 300.11 FEET; THENCE S 40° 52' 55" E, 565.45 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS POINT BEARING N 49° 07' 05" E 255.00 FEET AND THROUGH A CENTRAL ANGLE OF 49° 52' 45" FOR AN ARC DISTANCE OF 221.99 FEET; THENCE N 89° 14' 20" E 183.32 FEET TO THE TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT, BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 292.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, S 89° 14' 20" W 183.32 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS

EXCISE TAX EXEMPT: DATE 1-25-93
Pierce County

By *[Signature]* Auth. Sig

For reference only, not for re-sale.

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POINT BEARING N 0° 45' 40" W 255.00 FEET AND THROUGH A CENTRAL ANGLE 48° 06' 11" FOR AN ARC DISTANCE OF 214.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 46' 34" FOR AN ARC DISTANCE OF 7.90 FEET; THENCE N 40° 52' 55" W 93.64 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS POINT BEARING S 49° 07' 05" W 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 78° 07' 05" FOR AN ARC DISTANCE OF 27.27 FEET; THENCE S 37° 14' 09" W 42.79 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS POINT BEARING N 52° 45' 51" W 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 93° 41' 45" FOR AN ARC DISTANCE OF 32.71 FEET; THENCE S 6° 48' 58" W 98.48 FEET; THENCE S 36° 29' 42" W 164.34 FEET; THENCE S 53° 30' 18" E 10.00 FEET; THENCE N 36° 29' 42" E 164.95 FEET; THENCE N 64° 36' 52" E 88.81 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS POINT BEARING N 38° 47' 22" E 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 88° 26' 47" FOR AN ARC DISTANCE OF 30.87 FEET; THENCE N 37° 14' 09" E 27.16 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS POINT BEARING S 52° 45' 51" E 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 100° 06' 22" FOR AN ARC DISTANCE OF 34.94 FEET TO THE POINT OF BEGINNING.

FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND/OR REPAIR, AND/OR REPLACEMENT OF A PUBLIC ACCESS EASEMENT UTILITY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID EASEMENT AND RIGHT-OF-WAY, FOR ALL PURPOSES NECESSARY AND RELATED THERETO.

DATED THIS 22nd DAY OF January, 1993.

RIVERGROVE DEVELOPMENT,
A GENERAL PARTNERSHIP

BY: [Signature]

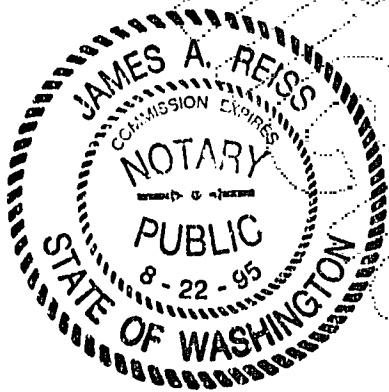
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BRIAN SONNITAG
AUDITOR PIERCE CO. WASH.

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STATE OF WASHINGTON)
COUNTY OF PIERCE)

On this 22ND day of JANUARY, 1993, before me personally appeared JAMES K. PEASE to me known to be the person who executed the foregoing instrument, and who being duly sworn by me, did depose and say that HE IS A partner in the general partnership known as RIVERGROVE DEVELOPMENT and that HE IS duly authorized to sign the same and duly acknowledged to me that HE executed the same as the free and voluntary act and deed of said partnership, for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



James A. Reiss

NOTARY PUBLIC in and for the State of
Washington, residing at: TACOMA
My Commission Expires: 8/22-95

For reference only, not for re-sale.

SUBJECT: BusUp Master Services Agreement - MIC Transit

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$142,500

Within Budget Allocation: Yes

ATTACHMENTS:

1. Sumner BusUp 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: Regular Council Meeting / 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 the following services to Customer: development, management and administration of a shuttle program by, among other services, selecting and managing bus operators (“**Services**”) to operate a shuttle service for all Participating Employers’ riders on the routes and at the times agreed between BusUp and the Participating Employers, as set forth on any service order substantially in the form of Exhibit A attached hereto (“**Service Order**”) attached hereto and incorporated herein as if fully set forth. All Bus operators hired or contracted by BusUp shall be duly licensed by the State of Washington Utilities and Transportation Commission, and shall be required to carry comprehensive insurance coverage naming the City of Sumner as an additional insured. From time to time, Customer and BusUp may execute an additional Service Order for a new 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. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, 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, but BusUp shall indemnify City from any and all claims, damages, and liabilities whatsoever arising out of any Operator, Provider or Contractor act or omission through the course of the services provided hereunder as provided in Section 7.17 below

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 \$2,000,000 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 also require any operator that it hires or contracts with to obtain no less than the above insurance limits, in addition to any and all other insurance coverages required by law, and shall require the operator to name the City of Sumner as an additional insured on all policies. 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 shall expire on the 180th day thereafter ("Initial Term"). Customer agrees not to terminate this agreement during the first two months of the Initial Term, but has the option to terminate thereafter upon the delivery of no less than 60 days' written notice to BusUp. Termination during the Initial Term shall constitute an Early Termination Notice pursuant to the attached Service Order. Customer shall have the right to terminate this agreement upon the completion of the Initial Term by delivering to BusUp its written notice to terminate no less than 60 days prior to the expiration of the Initial Term. Absent a written notice of termination during or at the completion of the Initial Term, this agreement shall automatically renew for a subsequent 180 day term (the "Second Term"). Customer has the option to terminate services during the Second Term upon the delivery of no less than 60 days' written notice to BusUp. Termination during the Second Term shall constitute an Early Termination Notice pursuant to the attached Service Order. Except as outlined in this section, the Initial Term and the Second Term shall be collectively referred to in this agreement as the ("Term"). Upon expiration of the Term, this agreement shall automatically renew for successive one (1) year terms on the same terms and rates as the Second Term, adjusted annually by the Seattle-Bellevue-Everett Consumer Price Index.

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**;

(i) **Participating Employer:** means any entity operating within the corporate limits of the City of Sumner that elects to participate in the shuttle program for the purpose and benefit of transporting its employees, contractors and/or volunteers to and from their work location and the Sumner Sounder station either as a cost share arrangement with the rider or by fully paying for the cost of the transportation.

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 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 7.15 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 7.16 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.bsup.com/usa/en/legal/privacidad>.

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.

7.17. Indemnification.

BusUp shall defend, indemnify and hold the Customer City of Sumner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, loss of service or support or suits including attorney fees, arising out of or in connection with BusUp's Services or operations performed by BusUp or on BusUp's behalf, in any way related to the hiring, contracting, scheduling or operation of the transportation system, except for injuries and damages caused by the gross negligence of the Customer City of Sumner. Additionally, BusUp waives its right to recover from and fully and irrevocably releases Customer and all of Customer's directors, officers, members, agents, employees, contractors, affiliates, successors and assigns, and all persons acting on Customer's behalf from any and all claims, responsibility or liability that the Customer may now have or hereafter acquire for any and all costs, losses, claims, liabilities, damages, expenses, demands, debts, controversies, claims or actions or causes of action arising from BusUp's Services hereunder. BusUp shall be subrogated to Customer's rights against any third party whose actions gave rise to the claim against Customer for bodily injury or death or damage to property.

[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:	January 1, 2023
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, including responsibility for acquiring a service provider fully licensed and insured to provide transportation services during the full term of this agreement, 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 BF11, BF17, 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 by 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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SUBJECT: Ordinance No. 2841 - 2021/2022 Biennial Budget Final Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Ordinance 2841 FBA 12052022

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

As we approach the end of the 2021/2022 biennium, staff has reviewed the biennial budget for necessary amendments to appropriations. This final budget amendment addresses the following:

- All Funds: Provides for changes to Fund 551 (Information Technology) for operational needs (\$219,500). This amount is allocated to user funds based on direct costs and proportionate share of staffing. Of this amount, \$101,000 is related to the MS Teams rollout previously approved by City Council.
- General Fund (001): Recognizes \$121,420 in facility needs and repairs, including replacements and repairs necessitated from theft or vandalism damage. Recognizes \$2,100 in revenue from Nights on Ryan to the Arts Commission, and increases the commission appropriation by the same amount.
- General Fund (001)/Facility Capital Fund (325): Transfers proceeds from Red Apple site sale (\$2.14M) to support the General Fund portion of the Public Works Operations Facility.
- Utility Funds (401, 402, 408): Appropriates \$14,200 for a telemetry upgrade at the Central Well. Also provides an accounting entry to appropriate funding for the TC: Utility/Woonerf project (\$320,140 to Sewer Fund and \$812,910 to the Stormwater Fund).
- Cemetery Operations (410): Recognizes increased revenue activity and appropriations for resale items.

Ord No. 2841		
BA 12/05/2022		
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ 2,100	2,381,350
Reserve Funds	-	-
Special Revenue Funds	-	-
Debt Service Funds	-	-
Capital Funds	2,140,000	-
Utility Funds	-	1,214,830
Other Enterprise Funds	81,300	100,090
Internal Service Funds	219,500	222,550
Fiduciary Funds	-	-
	\$ 2,442,900	\$ 3,918,820

MEETING/STUDY SESSION DATE: 11/28/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2841 amending the 2021/2022 Biennial Budget.

ORDINANCE NO. 2841
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, ORDINANCE 2786, APPROVED AUGUST 2, 2021, ORDINANCE 2790, APPROVED AUGUST 16, 2021, ORDINANCE 2791, APPROVED AUGUST 16, 2021, ORDINANCE 2797, APPROVED OCTOBER 18, 2021, ORDINANCE 2802, APPROVED DECEMBER 6, 2021, ORDINANCE 2803, APPROVED DECEMBER 6, 2021, ORDINANCE 2804, APPROVED JANUARY 18, 2022, ORDINANCE 2813, APPROVED FEBRUARY 7, 2022, ORDINANCE 2815, APPROVED MARCH 21, 2022, ORDINANCE 2818, APPROVED APRIL 4, 2022, ORDINANCE 2820, APPROVED JUNE 21, 2022, ORDINANCE 2831, APPROVED AUGUST 1, 2022, ORDINANCE 2833, APPROVED SEPTEMBER 19, 2022, ORDINANCE 2834, APPROVED SEPTEMBER 19, 2022, AND ORDINANCE 2837, APPROVED OCTOBER 17, 2022.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2790 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2791 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2797 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2802 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2803 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2804 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2813 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2815 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2818 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2820 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2831 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2833 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2834 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2837 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, RCW 35A.34.130 requires that the adopted biennial budget be subject to a mid-biennial review and modifications as needed; and

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this 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.

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 5th day of December, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund			Ending Fund				
	Balance		Revenues	Expenditures			Balance	
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>12/05/22</i>	<i>Adopted</i>	<i>Previous</i>	<i>12/05/22</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ 624,370	\$ 2,100	\$ 31,919,065	1,793,835	\$ 2,381,350	\$ 2,154,229
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	475,000	200,000	-	-	80,000	150,000	-	445,000
103 Complete Streets	241,851	-	-	-	200,000	41,654	-	197
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957
106 Hotel/Motel	273,747	215,000	25,000	-	106,245	318,000	-	89,502
115 ARPA Funding	-	-	3,710,676	-	-	3,581,000	-	129,676
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969
302 Sidewalk	477,769	4,308,069	(310,000)	-	3,524,069	(310,000)	-	1,261,769
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	1,776,000	-	917,200
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545
310 Parks & Trails Capital Fund	544,740	1,237,500	2,456,000	-	1,237,500	2,503,222	-	497,518
320 Street Capital Fund	826,206	6,709,520	4,010,700	-	7,679,245	2,711,700	-	1,155,481
325 Facilities Capital Fund	183,773	26,200,000	276,000	2,140,000	15,700,000	956,000	-	12,143,773
401 Water	13,477,844	11,104,747	1,025,000	-	15,719,366	2,815,421	30,480	7,042,323
402 Wastewater	20,996,349	15,706,582	591,050	-	18,404,296	3,207,508	356,350	15,325,826
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	369,622	828,000	9,218,279
410 Cemetery Operations	31,493	1,352,800	-	81,300	1,358,895	13,260	91,370	2,068
415 Cemetery Development	-	-	160,000	-	-	155,000	-	5,000
440 Animal Control	12,239	1,496,319	121,184	-	1,460,055	114,855	8,720	46,112
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934
550 Fleet Management	6,261	1,251,664	7,200	-	1,251,660	7,890	2,900	2,675
551 Information Technology	273,009	2,385,042	169,930	219,500	2,385,040	164,396	219,650	278,395
555 Equipment Reserve	1,013,749	1,297,245	315,000	-	790,000	407,700	-	1,428,294
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	835,000	-	3,494,151
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 13,182,110	\$ 2,442,900	\$ 124,473,699	\$ 21,612,063	\$ 3,918,820	\$ 63,299,300

SUBJECT: Ordinance 2845 - 2023 Compensation Schedule

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2845 - 2023 Compensation Schedule

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City has adopted a compensation philosophy to attract and retain top talent in the area while also operating within budgetary constraints. In 2022 we were faced with both an extremely competitive job market and historically high inflation. Despite those challenges, we have all four of our labor agreements for 2023 settled and have recommended a non-represented salary increase that is below inflation and slightly under budgeted projections.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 11/30/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2845 - establishing the 2023 Compensation Schedule.

**ORDINANCE NO. 2845
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADOPTING THE 2023 COMPENSATION SCHEDULE FOR NON-REPRESENTED EMPLOYEES AND EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302, AND THE POLICE GUILD COMMISSIONED OFFICERS AND THE POLICE GUILD REPRESENTING SPECIAL COMMISSIONED AND NON-COMMISSIONED POLICE EMPLOYEES AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 313.

WHEREAS, the City is required to adopt an annual Compensation Schedule; and

WHEREAS, the City has adopted a Compensation Philosophy to attract and retain top talent within budgetary constraints; and

WHEREAS, the City has established a 2023 Compensation Schedule for the non-represented employees; and

WHEREAS, the compensation schedule for represented employees will be in accordance with previously approved Collective Bargaining Agreements with the International Union of Operating Engineers Local No. 302 and the Police Guild Commissioned Officers and the Police Guild representing special commissioned and non-commissioned police employees and International Brotherhood of Teamsters Local No. 313; and

WHEREAS, the dollar amounts in Exhibit A for employees includes Cost of Living Adjustments (COLAs) and market adjustments (varied by represented position) for 2023.

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

Section 1. Adoption. The City of Sumner 2023 Compensation Schedule for non-represented employees and represented employees represented by the International Union of Operating Engineers Local No. 302 and the Police Guild Commissioned Officers and the Police Guild representing special commissioned and non-commissioned police employees and International Brotherhood of Teamsters Local No. 313 employees attached hereto as Exhibit A, covering the period from January 1, 2023 through December 31, 2023, is hereby adopted.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 3. Effective date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. 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 and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 5th day of December, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

Temporary and Seasonal Pay Grades								
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Seasonal	Laborer	SEA1	\$ 20.00	\$ 22.00	\$ 24.00	\$ 26.00	\$ 28.00	
	Intern	SEA2	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00	
Temporary	Temporary Administrative	TMP1	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00	
	Temporary Professional	TMP2	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	\$ 75.00	
Non-Exempt Pay Grades								
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Hourly-Regular Part Time	Animal Care Technician	HR1	\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00	
	Pollution Prevention Specialist	HR2	\$ 32.00		\$ 34.00		\$ 36.00	
Labor	Custodial Technician	21	\$ 4,059	\$ 4,291	\$ 4,537	\$ 4,797	\$ 5,072	
Professional	Technician, Administrative Assistant, Specialist, Assistant Planner	31	\$ 5,029	\$ 5,317	\$ 5,621	\$ 5,943	\$ 6,284	
		32	\$ 5,205	\$ 5,504	\$ 5,819	\$ 6,152	\$ 6,505	
		33	\$ 5,469	\$ 5,783	\$ 6,114	\$ 6,465	\$ 6,835	
Technical	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	41	\$ 5,999	\$ 6,343	\$ 6,706	\$ 7,091	\$ 7,497	
		42	\$ 6,175	\$ 6,529	\$ 6,903	\$ 7,299	\$ 7,717	
		43	\$ 6,705	\$ 7,089	\$ 7,495	\$ 7,925	\$ 8,379	
		44	\$ 7,058	\$ 7,462	\$ 7,890	\$ 8,342	\$ 8,820	
Exempt Pay Grades								
Classification	Typical Position Titles	Old Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager	61	\$ 7,411	\$ 7,835	\$ 8,284	\$ 8,759	\$ 9,261	
		62	\$ 7,587	\$ 8,022	\$ 8,481	\$ 8,967	\$ 9,481	
		63	\$ 8,117	\$ 8,582	\$ 9,073	\$ 9,593	\$ 10,143	
		64	\$ 8,822	\$ 9,327	\$ 9,861	\$ 10,427	\$ 11,024	
		65	\$ 9,130	\$ 9,654	\$ 10,207	\$ 10,792	\$ 11,410	
Deputy Director	Deputy Police Chief, Chief Financial Officer, Deputy City Attorney, City Engineer	71	\$ 10,542	\$ 11,146	\$ 11,785	\$ 12,460	\$ 13,174	
		72	\$ 11,380	\$ 12,032	\$ 12,721	\$ 13,450	\$ 14,221	
		73	\$ 12,439	\$ 13,151	\$ 13,905	\$ 14,702	\$ 15,544	
Department Director	Department Director, City Attorney,	81					\$ 16,426	
	Police Chief	82					\$ 16,867	
Executive	City Administrator	91					\$ 17,859	
Non-Exempt Represented Pay Grades								
Classification	Typical Position Titles	Old Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Union-IUOE	Operator In Training	OE1	\$ 5,095	\$ 5,387	\$ 5,676			
Union-IUOE	Operator	OE2	\$ 6,098	\$ 6,447	\$ 6,817		\$ 7,208	
Union-IUOE	Engineering Technician	OE3	\$ 6,302	\$ 6,663	\$ 7,045		\$ 7,448	
Union-IUOE	Journey Operator	OE4	\$ 6,469	\$ 6,840	\$ 7,232		\$ 7,646	
Union-IUOE	Lab Technician	OE5	\$ 6,651	\$ 7,032	\$ 7,435		\$ 7,861	
Union-IUOE	Senior Operator 3	OE6	\$ 7,046	\$ 7,450	\$ 7,877		\$ 8,328	
Union-IUOE	Lab Analyst, Senior Engineering Technician, Pretreatment Coordinator	OE7	\$ 7,390	\$ 7,813	\$ 8,261		\$ 8,734	
Union-IUOE	Electrician/Instrumentation Technician, Senior Operator 4	OE8	\$ 7,666	\$ 8,105	\$ 8,570		\$ 9,061	
Union-IUOE	Chief Operator	OE9	\$ 8,236	\$ 8,707	\$ 9,206		\$ 9,734	
Union-Police Commissioned	Police Officer	PC1	\$ 6,771	\$ 7,108	\$ 7,466	\$ 7,845	\$ 8,237	\$ 8,664
Union-Police Commissioned	Police Officer Detective	PC2						\$ 9,097
Union-Police Commissioned	Police Officer Sergeant	PC3						\$ 10,310
Union-Police Support	Animal Control Shelter Assistant	PS1	\$ 4,005	\$ 4,235	\$ 4,477	\$ 4,736	\$ 5,007	
Union-Police Support	Police Records Specialist 1	PS2	\$ 4,800	\$ 5,068	\$ 5,350	\$ 5,360	\$ 5,971	
Union-Police Support	Police Records Specialist 2	PS3	\$ 5,700	\$ 5,919	\$ 6,146	\$ 6,383	\$ 6,628	
Union-Police Support	Community Service Officer	PS4	\$ 5,640	\$ 5,930	\$ 6,232	\$ 6,556	\$ 6,903	
Union-Police Support	Animal Control Officer	PS5	\$ 5,442	\$ 5,720	\$ 6,015	\$ 6,325	\$ 6,657	
Union-Police Support	Animal Control Supervisor	PS6					\$ 7,790	
Union-Teamsters	PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	\$ 5,364		\$ 5,559		\$ 5,725	
Union-Teamsters	PW Operator 2, Groundskeeper 2, Meter Technician	TM2	\$ 6,343				\$ 6,963	
Union-Teamsters	Mechanic 2, Facilities Maint Tech 2	TM3	\$ 6,444				\$ 7,161	
Union-Teamsters	PW Shops Senior Operator	TM4					\$ 6,692	
Union-Teamsters	Cemetery, Fleet, Parks & PW Field Supervisors	TM5	\$ 7,634				\$ 8,303	

CPI-U 10.1%
Teamsters 7%
Police Guild Commissioned 4.5%

Non-Rep 6%
Operating Engineers 7%
Police Guild Non-Commissioned 7%

DECEMBER 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3
			6:00PM Planning Commission (Hybrid/Council Chambers)		
5	6	7	8	9	10
6:00PM Regular Council Meeting (Hybrid/Council Chambers)	CANCELLED 4:00PM Public Works Committee	CANCELLED 5:30PM Finance Committee	CANCELLED 4:30PM Forestry/Parks Commission		
12	13	14	15	16	17
CANCELLED 6:00PM Study Session		CANCELLED 6:30PM Design Commission			
19	20	21	22	23	24
CANCELLED 6:00PM Regular Council Meeting		5:30PM Public Safety (Hybrid/FF Conference Room)		HOLIDAY – CITY HALL CLOSED	
26	27	28	29	30	31
HOLIDAY – CITY HALL CLOSED	CANCELLED 6:00PM Study Session (Virtual)	CANCELLED 5:00PM CD Committee	CANCELLED 5:30PM Cultural Arts Commission (Virtual)		

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

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