



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/89688541421>

Or One tap mobile :

+12532158782,,89688541421# US (Tacoma)

Or Telephone:

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

Webinar ID: 896 8854 1421

CALL TO ORDER

Pledge of Allegiance

Invocation

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

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

CONSENT AGENDA

1. Approval of the checks and electronic payments in the amount of [\\$6,508,398.05](#)
2. Purchase & Sale Agreement - Robinson Property
3. Right-Of-Way Acquisition - Manke Residential Parcels
4. Town Center: Main and Wood PSE Agreement: Schedule 74 Construction Work
5. Approval of the minutes from the June 6, 2023, regular council meeting and the June 12, 2023, study session.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
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 provided link or by telephone. If you are unable to attend 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 day of the meeting. Any written comments received will be read into the record and/or distributed to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**
 - a. Ordinance No. 2858 - Amending the 2023/2024 Biennial Budget

- b. Ordinance No. 2856 - Adopting International Property Maintenance Code
- c. Ordinance No. 2859 - Amending Sumner Municipal Code 13.24 - Utility Disconnection and Reconnection
- 4. **Reports**
 - a. Council
 - b. City Administrator
 - c. Mayor
- 5. **Executive Session**
- 6. **Adjournment**

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

SUBJECT: Approval of the checks and electronic payments in the amount of
[\\$6,508,398.05](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Claims Approval Signature Page
2. Claims Approval Signature Page

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Electronic payments and checks for the previous months.

COUNCIL COMMITTEE/STUDY SESSION:
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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: 30899	To: 31025	\$898,299.96
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$1,480.00
Voided Check(s)	30918	30918	\$(208.33)
Voided EFT(s)	-	-	\$0.00
AP Electronic (EFTs) Payments:	From: 543	To: 566	\$2,610,130.09
AP Wire(s):	From: 15257	To: 15263	\$5,613.02
Payroll & Benefits Electronic Payments	From: 5/5/2023	To: 5/18/2023	\$836,082.99
Payroll & Benefits Checks	From: 10014	To: 10015	\$12,480.00
		TOTAL	\$4,363,877.73

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

9A5D5E5EBAEC4A5...
 Chief Financial Officer

6/1/2023 | 9:27 AM PDT

Date

DocuSigned by:

Patricia Cole

1B38614FF4684BF...

Chair

DocuSigned by:

Steward

5A1E706F863C41B...

Committee Member

DocuSigned by:

Barbara Bitetto

74E2EC62EDD845C...

Committee Member

\$4,363,877.73

6/2/2023 | 12:33 PM PDT

Date

6/2/2023 | 11:35 AM PDT

Date

5/31/2023 | 4:46 PM PDT

Date



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 31026	To: 31165	\$1,110,702.42
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$2,432.86
Voided Check(s)	30873	30873	\$(3,375.23)
Voided EFT(s)	-	-	\$0.00
AP Electronic (EFTs) Payments:	From: 567	To: 580	\$371,566.16
AP Wire(s):	From: 15264	To: 15267	\$4,327.20
Payroll & Benefits Electronic Payments	From: 5/19/2023	To: 6/4/2023	\$658,866.91
Payroll & Benefits Checks	From: -	To: -	\$0.00
		TOTAL	\$2,144,520.32

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

9A5D5E5EBAEC4A5...
 Chief Financial Officer

6/1/2023 | 11:40 AM PDT

Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby \$2,144,520.32

DocuSigned by:

Patricia Cole

1B38614FF4684BF...

Chair

6/2/2023 | 12:32 PM PDT

Date

Committee Member

DocuSigned by:

E. Steward

5A1E706F863C41B...

Committee Member

Date

6/2/2023 | 11:49 AM PDT

Date

SUBJECT: Purchase & Sale Agreement - Robinson Property

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$221,000 Park Impact Fees

Within Budget Allocation: N/A

ATTACHMENTS:

1. Purchase & Sale Agreement Deed

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

The City of Sumner purchased 3.96 acres at 4811 E Valley Hwy in 2020 with funding assistance through Pierce County Conservation Futures. In 2021 staff contracted with HBB Landscape Architecture to create a park master plan for the property. During that process it became evident that access was a concern. A 0.25 acre vacant lot bordered the northwest corner of the future park property and would create better access for the neighborhood and community. Later that year, Tierra Right of Way Services began negotiating with the property owner. Recently, a mutually acceptable purchase price was agreed upon.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of parcel 0520187002 for a total amount of \$221,000 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **Kirk B. Robinson, as a separate estate** (hereinafter "Seller") and the **City of Sumner, a municipal corporation and political subdivision of the state of Washington** (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

1. **The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 0520187002 and legally described as:

That portion of the following described property:

Lot 2 of City of Sumner Short Plat NO. PLN2002-14, recorded December 9, 2022 under Recording No. 200212095003, in Pierce County, Washington.

Situate in the Town of Sumner, County of Pierce, State of Washington.

2. **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.

3. **Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is Two Hundred Thousand Twenty One Dollars and 00/100 (\$221,000.00) and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.

4. **Conveyance of Title.** Seller shall convey title to the Property legally described in item No. 1 to Purchaser by Warranty Deed (hereinafter "Deed").

5. **Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than **July 1, 2023**. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described in item No. 1 as of the Closing Date.

6. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the Sumner City Council in an open public meeting.

7. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material

loss of or damage to the Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore the Property nor pay damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to Section 10 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall be effective immediately; provided, however, that Purchaser may elect to purchase the Property in the condition then existing; provided that, Purchaser delivers notice of such election pursuant to Section 10 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 8.

8. Closing Costs & Prorations. Seller shall pay its own attorney fees. Purchaser shall pay the cost of recording the Deed, its own attorney fees, and all other costs and expenses allocated to Purchaser and Seller pursuant to the terms of this Agreement; excepting only the Seller's payment of its own attorney fees as provided for above in this Section 8 and any prorations for which it is responsible pursuant to the following sentence. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

9. Notices. Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

PURCHASER	SELLER
City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390	Kirk B. Robinson 10817 NE 62 nd St. Kirkland, WA 98033-7225

The foregoing addresses may be changed by written notices to the other party as provided herein.

10. Time. Time is of the essence in every provision herein contained.

11. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

12. Attorneys' Fees. In the event of any litigation regarding the rights and obligations of the parties under this Agreement, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

13. Negotiation and Construction. This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings,

oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

15. Counterparts. This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

16. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

SELLER'S SIGNATURE PAGE

Dated: 05/11, 2023

Grantor:

By: Kirk B Robinson
Kirk B. Robinson

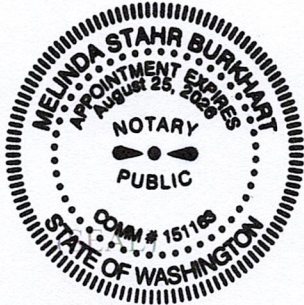
STATE OF WASHINGTON)

: ss

County of Pierce)

On this 11 day of May before me personally appeared Kirk B. Robinson to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Melinda Stahr Burkhardt

Notary Public in and for the State of
Washington, residing at East Wenatchee

My commission expires 8-25-2026

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

ESCROW AGREEMENT

TO: Chicago Title
Brian Henderson
1142 Broadway, Suite 200
Tacoma, WA 98402
253-671-6623

Owner Name: Kirk B. Robinson
10817 NE 62nd St.
Kirkland, WA 98033-7225
Parcel No.: 0520187002
Commitment No.: 213633-TC

DATE: May 11, 2023

Kirk B. Robinson, and the undersigned, mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The undersigned grantors hereby authorize the issuance of a City of Sumner warrant payable solely to the above-named Escrow Agent, for our benefit.
2. Receive the Warranty Deed handed herewith from me as grantor to City of Sumner as grantee, conveying the lands described in your above-referenced Preliminary Commitment.
3. Receive the sum of \$221,000.00 in the form of a City of Sumner warrant that you are instructed to distribute as follows:

Pay and eliminate of record all encumbrances on said premises shown in your Guarantee dated March 8, 2022, and together with any other encumbrances appearing of record against said premises, on the statement of holder or holder's representative prior to closing, except those noted in paragraphs 1-8, Schedule B.
4. Note: All escrow and recording fees shall be paid by City of Sumner.
5. City of Sumner, at its discretion, reserves the right to withdraw the funds for this transaction from escrow and close this transaction independently or deposit said funds with the Clerk of the Court if deemed necessary.
6. When ready to vest title in City of Sumner, record the instrument shown in instruction 2 above and prepare a CLOSING DETAIL STATEMENT as explained on the reverse hereof.
7. Remit the balance by your check to: Kirk B. Robinson, 10817 NE 62nd St., Kirkland, WA 98033-7225 with your CLOSING DETAIL STATEMENT.
8. Issue standard form Owner's policy of title insurance in the sum of \$221,000.00 insuring City of Sumner as the owner of the estate conveyed.
9. Upon closing, mail recorded instruments, title policy, and copy of CLOSING DETAIL STATEMENT to City of Sumner, Public Works Department, 1104 Maple Street, Ste. 260, Sumner, WA 98390-1423.

City of Sumner

Kirk B. Robinson

By: _____
Mike Dahlem

Kirk B. Robinson

It's: Public Works Director

CLOSING DETAIL STATEMENT

As indicated on the Escrow Instructions, the Escrow Agent shall furnish, upon the completion of the escrow transaction, a CLOSING DETAIL STATEMENT that will show thereon:

- (a) The date of receipt and total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City of Sumner.
- (c) The date on which the City of Sumner's grantor is notified that the Escrow Agent is ready to disburse funds to the City of Sumner's grantor.
- (d) Date of closing of the escrow.
- (e) Detail of tax lien payout:
- (f) Detail of utilities payoff:
- (g) Sums, if any, withheld from distribution to City of Sumner's grantors at time of closing, and for what reason.
- (h) Endorsements to the effect that:
 - 1. The statement has been read by the City of Sumner's grantor, approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 - 2. The closing officer certifies that the statement is true and correct.

In case the Escrow Agent has withheld funds from distribution to the City of Sumner's grantors for any reason, the Escrow Agent shall furnish to the City of Sumner copies of correspondence transmitting such withheld funds at the time of their final disposition.

After recording return document to:

City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390

Document Title: Warranty Deed
Reference Number of Related Document:
Grantor: Kirk B. Robinson
Grantee: City of Sumner
Legal Description: S.H. William's Acre Lot Addition of Sumner in S 18 T 20 R S
Additional Legal Description is on Page 3 of Document.
Assessor's Tax Parcel Number: 0520187002

WARRANTY DEED

Robinson Property – Acquisition

The Grantor, Kirk B. Robinson, as a separate estate for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to the City of Sumner, a municipal corporation, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

WARRANTY DEED

Date: 05/11/2023

Kirk B Robinson

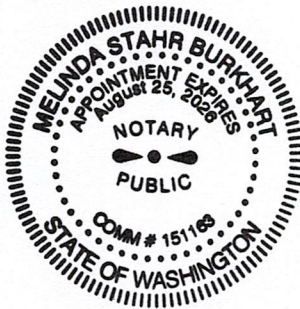
Kirk B. Robinson

STATE OF WASHINGTON)
County of Snowhomish) : ss

On this 11 day of May before me personally appeared Kirk B. Robinson to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Melinda Stahr Burkhardt
Notary Public in and for the State of
Washington, residing at East Wenatchee
My commission expires 8.25.2026

Accepted and Approved City of Sumner:

Approved to as form:

By: _____
Printed Name: Mike Dahlem
Title: Public Works Director
Date: _____

By: _____
Printed Name: Andrea Marquez
Title: City Attorney
Date: _____

WARRANTY DEED

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 0520187002

Parcel "C" of City of Sumner Boundary Line Adjustment No. PLN2003-0071, recorded April 20, 2004 under Recording No. 200404205001, in Pierce County, Washington, described as follows:

Lot 2 of City of Sumner Short Plat NO. PLN2002-14, recorded December 9, 2002 under Recording No. 200212095003, in Pierce County, Washington;

Together with the North 10 feet of the following described parcel which lies Easterly of the common lot line between Lots 1 and 2 of City of Sumner Short Plat NO. PLN2002-14, recorded December 9, 2002 under Recording No. 200212095003, in Pierce County, Washington extended:

Commencing at a point on the West line of S.H. William's Acre Lot Addition to Sumner, according to plat recorded in Book 5 of Plats at page 36, North 3°54' east. 950.62 feet from the Southwest corner of said tract;
thence running west 596.6 feet to the centerline of Beardsley Avenue;
thence along said centerline, North 3°54' East, 365.92 feet for the true point of beginning for this description;
thence east, 150 feet;
thence South parallel with the centerline of Beardsley Avenue, 100 feet;
thence West 150 feet to the centerline of Beardsley Avenue;
thence North along said centerline to the point of beginning.

Except Beardsley Ave.

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after March 1, 2023.

This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. *Please type or print.*

☐ Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Kirk B. Robinson

Mailing address 10817 NE 62nd Street

City/state/zip Kirkland, WA 98033-7228

Phone (including area code) 425-864-4775

2 Buyer/Grantee

Name City of Sumner

Mailing address 1104 Maple Street, Suite 260

City/state/zip Sumner, WA 98390

Phone (including area code) 253-299-5702

3 Send all property tax correspondence to: ☒ Same as Buyer/Grantee

Name _____

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers

0520187002

Personal property?

☐

Assessed value(s)

\$ 205,900.00

4 Street address of property 152nd 46th Street Court East

This property is located in Sumner

(for unincorporated locations please select your county)

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

Lot 2 of City of Sumner Short Plat NO. PLN2002-14, recorded December 9, 2022 under Recording No. 200212095003, in Pierce County, Washington.

Situate in the Town of Sumner, County of Pierce, State of Washington.

5 91 - Undeveloped land (land only)

Enter any additional codes _____

(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? ☐ Yes ☐ No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in its current use? **If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)** ☐ Yes ☐ No

6 Is this property designated as forest land per RCW 84.33? ☐ Yes ☐ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? ☐ Yes ☐ No

Is this property receiving special valuation as historical property per RCW 84.26? ☐ Yes ☐ No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: ☐ does ☐ does not qualify for continuance.

Deputy assessor signature _____

Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print name _____

Print name _____

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Kirk B Robinson

Name (print) Kirk B Robinson

Date & city of signing 05/11/2023 Monroe WA

Signature of grantee or agent _____

Name (print) _____

Date & city of signing _____

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner 1104 Maple Street, Suite 260 Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts I proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
GRANTOR OR CLAIMANT (NAME, ADDRESS, TIN/SSN): Kirk B. Robinson 10817 NE 62nd St Kirkland, WA 98033-7225		SIGNATURE (IN INK) FOR EACH CLAIMANT X <i>Kirk B. Robinson</i>	DATED 05/11/2023
PROJECT NO. AND TITLE Robinson Property – Acquisition		X	
FEDERAL AID NO. N/A	PARCEL NO. 0520187002		
In full, complete and final payment and settlement for the title or interest conveyed or r		DATED	\$ AMOUNT
LAND: 10,855 sf in fee		+	\$210,000.00
IMPROVEMENTS:		+	
DAMAGES: Cost to Cure Proximity Other		+ + +	
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$210,000.00
REMAINDER: Uneconomic Remnant Excess Acquisition		+ +	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other (2021, 2022, & 2023 Delinquent Taxes Est. Total)			(\$7,000.00)
ADMINISTRATIVE SETTLEMENT		+	\$11,000.00
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT Heather Butler	DATE 5/11/23	Voucher No.	TOTAL AMOUNT PAID \$214,000.00
AUTHORIZED AGENT FOR AGENCY	DATE		

SUBJECT: Right-Of-Way Acquisition - Manke Residential Parcels

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$480,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Administrative Settlement Memo
 2. Property Acquisition Status Map
-

STAFF CONTACT: Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to acquire a portion of thirteen parcels. Three residential parcels along the east side of the White River south of Stewart Road are owned by Manke Lumber Company Inc. The project needed to acquire a portion of these properties for the project, but the unpurchased portions of the properties were considered an "unecomonic remainder." The property owner agreed and these three parcels will be purchased as full acquisitions.

One of the three residential properties was occupied by an employee of Manke Lumber Company Inc. The resident was relocated and will be provided relocation benefits in accordance with state and federal laws.

Other property acquisitions will be forthcoming as agreements are negotiated and finalized, but this completes all acquisitions needed for the Stewart Road Bridge project from Manke Lumber. This property purchase will be reimbursed through a federal grant, with the City paying a 13.5% local share of the costs.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of property from Manke Lumber Company Inc, and authorizing the Mayor or her designee to execute any and all documents necessary to effectuate the purchase, and ratifying and confirming all prior acts consistent with this approval

**CITY OF SUMNER
ADMINISTRATIVE SETTLEMENT MEMO**

MEMORANDUM

Date: 05/31/2023
To: Mike Dahlem, Public Works Director
From: Melinda Burkhart, Project Manager
Subject: Administrative Settlement Justification
Project: Title: Stewart Road Bridge Replacement Project
Project Parcel Number: 0420013050, 0420013049 & 0420013051
Property Owners: Manke Lumber Company

Background:

This project will replace the existing 2-lane bridge with a new 74-foot-wide bridge consisting of two unequal-length spans. The new structure will accommodate four vehicle lanes, a sidewalk, and a trail crossing and will alleviate the current bottleneck in the corridor to allow for better traffic flow. The bridge will also support safe pedestrian movement and connect the existing pedestrian facilities. This project is the #1 priority on Sumner's 2021 Legislative Agenda, and completing this project will be an achievement 30 years in the making.

The project proposes a land-in-fee, temporary construction easement, mitigation easement, damages, and improvements for \$397,900. The review appraiser also determined that the parcel would have an uneconomic remnant. The City offered to purchase the necessary rights to construct and maintain the property for the project on January 31, 2023. The City made a separate offer to purchase the uneconomic remnant for \$2,100, for a total offer of \$400,000.

The appraisal was dated May 17, 2022. Given the age of the appraisal, a DV No. 2 was requested, and on March 22, 2023, no change to the offer was recommended.

On April 28, 2023, an owner's appraisal was provided, along with a counteroffer of \$1,905,000 for the three tax parcels. This appraisal was shared with the project's review appraiser. A review memo concluded a disagreement in the appraisal approach, which valued the subject land as fully developable industrial parcels which caused the value conclusion to exceed the property's fair market value. The subject is somewhat narrow and located along the White River with a narrow depth that would not allow it to achieve an approved access road. Due to the required setbacks from the river, the parcel is not viable for industrial development.

With continued negotiations, the owner is willing to agree to a total acquisition of the three parcels for a settlement that acknowledges the increased tax values and increases the land valuation to a level they feel best reflects the current market in the area.

Recap:	<u>City's</u> <u>Original Offer</u>	<u>Owner</u> <u>Counteroffer</u>	<u>City's</u> <u>Counter</u>	<u>Settlement</u>
Land Conveyed fee: 1.69 acres	\$400,000	\$1,905,000	\$480,000	\$80,000

Justification:

Negotiations have been ongoing for five months. The 2022 and 2023 assessed values show a steady 5.37% yearly increase. The highest and best use would be continued residential occupancy of two single-family homes, which would continue to provide income for the business with employee or tenant occupancy. The structures would likely require some maintenance and renovation updates estimated at 25% per year. The proposed settlement is less than one year's worth of renovation investment, and the owner believes this amount is more reflective of the property's market value. It is reasonable to use the sales contained within the appraisal to reach a settlement without an additional appraisal. The appreciating market and recent sale data of nearby land sales support the owner's request for additional consideration for the land-in-fee.

Approved Compensation (offer):	\$400,000
Administrative Increase:	\$80,000
Total Payment:	\$480,000

I recommend approval of this Administrative Settlement:

The 2022 appraisal sales range from \$276,000 – \$431,000 and are from September 2019 – June 2022. An increased land value is reasonable and justifiable. Increased assessed value and nearby land sales within proximity support a justifiable increase; however, the proposed settlement is less than this growing market trend. It is recommended that a final proposed settlement be approved as the amount falls within the sales comparable range of the appraisal report, and it is reasonable to adjust the land values considering the recent market sales data continues to climb.

The project will likely incur increased costs for continued negotiation, re-appraisal, survey, and attorney fees, should the agreement not be approved.

Accepting this settlement would eliminate the need for condemnation proceedings and trial, which are very costly. Even if a jury decides to "split the difference" between the public agency and the owner's value testimony, the probability of added attorney's fees is a significant risk to the city.

Another consideration is the project schedule and the risk of delays which has costs as well. The city would request a Possession and Use Agreement and most likely receive it; however, there is an additional expense associated with that as well in the form of interest on the difference.

For all the reasons stated above, the proposed settlement represents a reduced risk.



Melinda Burkhart
Tierra Right of Way Services, Project Manager

5/31/2023
Date

Administrative Settlement Approved:

[Mike Dahlem \(May 31, 2023 14:58 PDT\)](#)
Mike Dahlem, Public Works Director

May 31, 2023

Date

Manke Lumber ASM

Final Audit Report

2023-05-31

Created:	2023-05-31
By:	Melinda Burkhart (mburkhart@tierra-row.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHeH4KGxyK2alhnnLNTIjOMC4CIZaeb9r

"Manke Lumber ASM" History

-  Document created by Melinda Burkhart (mburkhart@tierra-row.com)
2023-05-31 - 9:07:01 PM GMT
-  Document emailed to Mike Dahlem (miked@sumnerwa.gov) for signature
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-  Email viewed by Mike Dahlem (miked@sumnerwa.gov)
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-  Document e-signed by Mike Dahlem (miked@sumnerwa.gov)
Signature Date: 2023-05-31 - 9:58:57 PM GMT - Time Source: server
-  Agreement completed.
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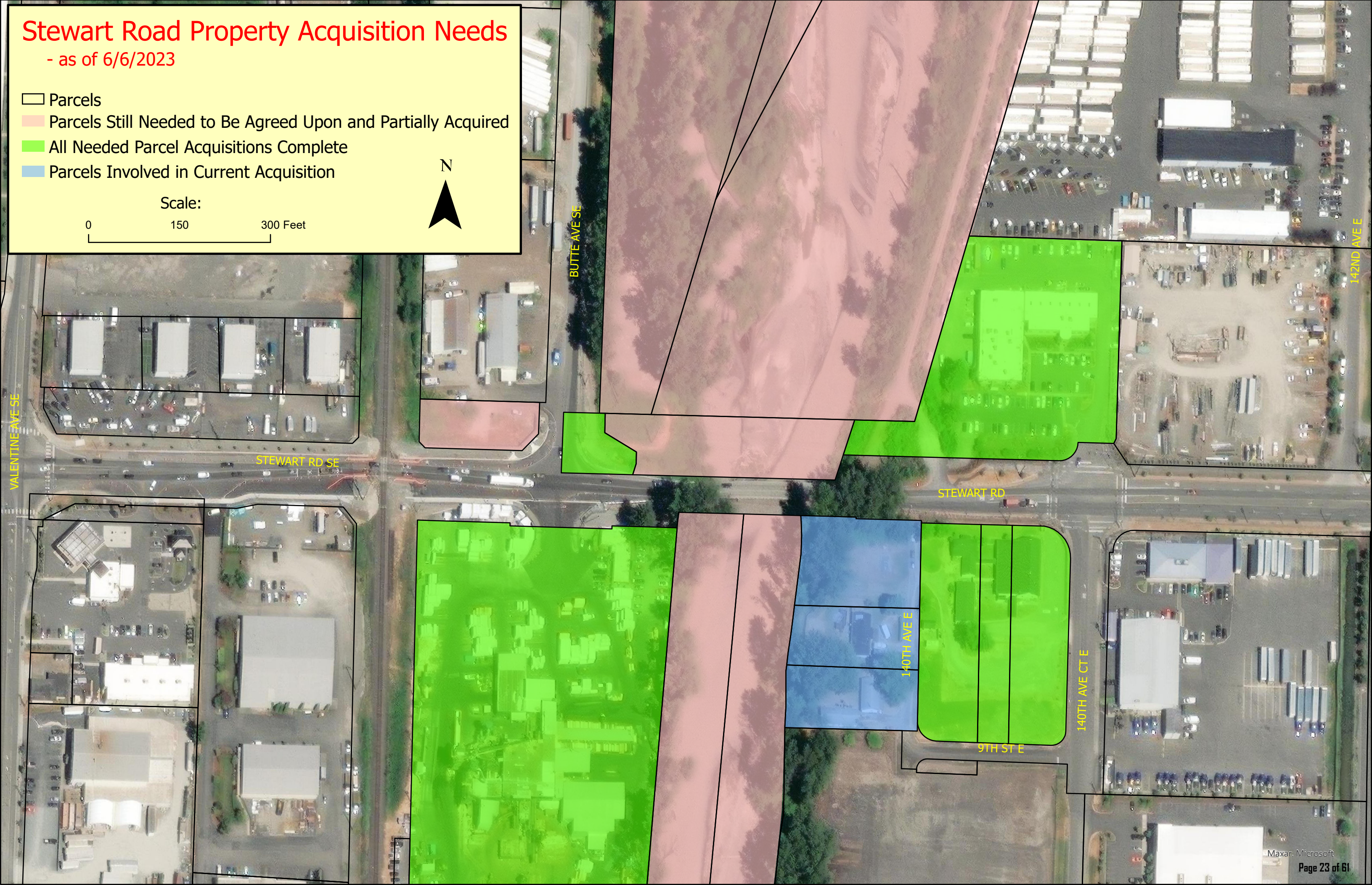
Stewart Road Property Acquisition Needs

- as of 6/6/2023

- Parcels
- Parcels Still Needed to Be Agreed Upon and Partially Acquired
- All Needed Parcel Acquisitions Complete
- Parcels Involved in Current Acquisition

Scale:

0 150 300 Feet



SUBJECT: Town Center: Main and Wood PSE Agreement: Schedule 74 Construction Work

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$94,133.79

Within Budget Allocation: Yes

ATTACHMENTS:

1. Main St and Wood Ave Construction Agreement

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer, Courtney Littrell, Engineering Assistant

SUMMARY BACKGROUND:

The Town Center: Main & Wood Intersection Improvements project consists of replacing the existing traffic signal with equipment meeting current standards, replacing the failing concrete roadway panels with new surface, completing curb ramp and sidewalk upgrades to meet current standards, and reconfiguring existing parking on the SW and SE corners to reduce pedestrian conflicts.

During the development of this project, which is currently under construction, the City, designer, and PSE worked together to anticipate undergrounding of overhead power lines that run north and south of the intersection along Wood Avenue, including the removal/replacement of poles and wiring. This agreement formalizes and compensates PSE for their upcoming construction effort. As Schedule 74 work, the City pays for 40% of the total cost to PSE for this undergrounding effort. In October 2022 we had a similar agreement in place to cover the design costs for this work.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, in an amount of \$94,133.79 for the Town Center: Main and Wood Intersection Improvement (CIP19-02), substantially in a form approved by the City Attorney.

SCHEDULE 74 UNDERGROUND CONVERSION

Project Construction Agreement

Project Name: CITY OF SUMNER MAIN & WOOD SCH 74 CONVERSION

Project Number 101152871

THIS Agreement, dated as of this 9th day of JUNE, 2023__, is made by and between The City of Sumner, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of June 19th 2019 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise

agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.

- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.
- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):
- i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
- (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
- (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
- (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
- i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
- (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
- (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the

Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.

- (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.
- (e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

- (a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.
- (b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.
- (c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

- (a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.
- (b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are

unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.
- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:
 - i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
 - ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
 - iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
 - iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
 - v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
 - vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
 - vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.
- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:

- i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
- ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
- iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the

performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.

- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.
- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$2,000,000 per occurrence and \$2,000,000 aggregate for personal injury; and \$2,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$2,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.
- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.
- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.

- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

- (l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

City of Sumner

Address:

Attn:

Phone Number:

Email:

If to the Company:

Puget Sound Energy, Inc.

Address: 5807 Milwaukee Ave E, WA 98372

Attn: Luanne Yu

Phone Number: 253-2045669

Email: Luanne.yu@pse.com

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

- (m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- (n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.
- (o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

City of Sumner

PUGET SOUND ENERGY, INC.

BY _____

BY Luanne Yu

ITS _____

ITS Project Manager III

Date Signed _____

Date Signed 06/09/2023

Approved as to form: _____.

Project Plan

Notification Number: 509863621

**Superior Work Order Number:
101152871**

Pursuant to Puget Sound Energy ("PSE") Rate Schedule 74, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes work performed by PSE and "THE CITY OF SUMNER" (the "customer") for the conversion of certain PSE electrical distribution system facilities as described herein (the "City of Sumner Main & Wood sch 74"). Construction of this Conversion Project is contingent upon and shall commence only after both written acceptance of this Project Plan, operating rights are obtained and all permitting has been obtained.

The scope of this project as provided by PSE is:

Convert approximately 310 feet of PSE's overhead distribution facilities to underground.

Customer is installing conduits, but will need an inspector on site for 8 hours

Install 2 new distribution poles with anchors (P04 & P05)

Install 2- 600A overhead-to-underground terminations.

Install 4 conduit risers (6" and 4") at each pole.

Pull 320 feet of three-phase 750 MCM feeder cable.

Remove 1 poles, 300 circuit feet of OH feeder, and 230 feet of 4/0 acsr neutral.

Remove 4/0 triplex and street light services

Install 310 ft of 3Ø 750kCM CABLES IN SINGLE 6" CONDUIT

REFRAME P03

Project Description

This project will consist of undergrounding PSE's overhead electrical facilities 15,000 volts or less. The starting location for this conversion will be at pole "P04" and extend SOUTH approximately 300 feet to "P03". This will include any and all PSE overhead facilities within the limits of the conversion.

Project Plan Overview and Critical Assumptions

Customer Responsibilities

- a) At least ten (10) business days prior to the scheduled commencement of Construction Work, hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related premobilization requirements.
- b) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the Developer and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.
- c) Coordinate other utility conversion, removal and relocation from PSE's poles.
- d) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.

- e) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.
- f) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.
- g) Provide flagging and traffic control as required for all work performed by the customer.

Project Conditions

Project Contacts: The Project will be represented by the following individuals:

- Service Provider's Representative: WADE JERKE GF 253-6066177
- PSE's Representative: LUANNE YU PM 253-2045669
- Project Owner / Customer: CITY OF SUMNER/ ALISA AYALA (253) 778-9373

Anticipated System Constraints: None anticipated.

Anticipated Site Conditions and Obstacles: None anticipated.

Anticipated Utilities Conflicts: None anticipated.

Anticipated Surveys Needed: Customer to provide all survey.
Right of way limits, Back of walk, PSE easement limits, and final grade elevations.
Survey the center of any new poles with a five foot offset to center of pole.

Anticipated General Restoration within the Right of Way: Majority of work area is outside of the existing road way. Any excavation work will be restored to existing conditions or better and comply with any permitting requirements.

PSE Furnished Materials: All duct and vault materials required to convert PSE's facilities to underground. New distribution poles and anchors will also be provided by PSE.

Contractor Furnished Materials: All haul off, backfill, and restoration material.

Inspection/Permitting: Street usage permit will be obtained by PSE on behalf of the customer.

Traffic Control: Service provider to provide flagging and traffic control as required for all work performed by the service provider.

Construction Schedule Milestones: Service Provider shall conform and be provided the proposed following construction schedule unless notified by PSE: Duct and vault schedule as well as wire pull and wreck out schedule.

Additional general notes or special conditions:

The construction quote will be based on PSE / Potelco 2023 labor rates. Any work performed in 2024 may result in a labor rate increase change order.



Acceptance of Project Plan

The customer and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the Customer:

By: _____

Its: _____

Date: _____

For PSE:

By: Luanne Yu

Its: Project Manager

Date: 05/30/2023



FACILITY CONVERSION/MODIFICATION BILLING DETAIL

To: CITY OF SUMNER
1104 Maple Street, Suite 260

SUMNER, WA 98390

Attn: MICHAEL KOSA

Scope of Work

SCH 74 FEEDER CONVERSION OF 2 SPANS OF 3 PH PRIMARY INCLUDING POLE RELOCATIONS/REFRAME

Project Description: CITY OF SUMNER MAIN AND WOOD SCH 74 CONVERSION
Location: MAIN AVE & WOOD SUMNER
PSE Project Manager: LUANNE YU

Activity: PSE Order #:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders	
	101152871		101152871					
	Customer Cost	40%	Customer Cost	40%	PSE Cost Share	60%		
PSE Materials				\$92,058.26			Customer Obligation	\$0.00
PSE Construction Labor				\$ 99,799.27			PSE Obligation	\$0.00
PSE Project Management				\$25,548.16				
PSE Inspection								
PSE Overheads								
Federal Income Tax		\$0.00		\$17,928.80				
Total Actual Costs:		0		\$ 235,334.49		0		
Date: 4/5/2018					TOTAL PROJECT VALUE:		\$235,334.49	
					CITY OF SUMNER Obligation Incl/CO's:		\$94,133.79	
					CITY OF SUMNER Credit for D+V:		\$0.00	
					PSE Billable Amount to Customer		\$94,133.79	

Date: 4/5/2018

Jan 30, 2023 - 9:26am J:\Electric_Southwest\PERCE\# LUANNE YU\1---PI PROJECTS\SUMNER\101152871_CITY OF SUMNER MAIN AND WOOD SCH 74 CONVERSION\11870005\CAD\R1 - MAIN & WOOD - 101152871.dwg

PSE GENERAL SPECIFICATIONS

- Scope of Work
- REMOVE (1) PRIMARY DISTRIBUTION POLE
 - SET (2) NEW PRIMARY DISTRIBUTION POLES
 - TRANSFER 3Ø OH TRANSFORMER BANK
 - INSTALL 235' LF OF 3Ø PRIMARY UG FEEDER

General

- All work is to be completed per PSE Standards & Practices. Copies of all PSE Standards are available upon request.
- Work sites shall be kept clear of debris and all construction materials; equipment and packing shall be removed daily.
- Return all unused and removed poles, transformers and hardware to PSE, storeroom. All copper shall be coiled and returned the day it is removed from the poles. Remove all unused pins and insulators.
- Return all streetlights, area lights and floodlights to Sumner yard.

Pre-Construction

- Notify appropriate city, County or DOT authorities 48 to 72 hours, or as required by permitting agency, in advance of starting work in Right-of-way involving a Permit.
- All system switching shall be approved by **System Operations (425-882-4652)** a minimum of 48 hours in advance.
- Notify customers of all outages 48 hours in advance.

Work Drawings & Documents

- PSE Project Manager or Engineer shall approve field design changes.
- Mark all field changes, equipment ID numbers and Underground cable information in red on Foreman's copy of work sketch.
- Return one Foreman's copy of work sketch to Project Manger at completion of job.
- When permits are required, a copy of the permits shall be available on work site at all times.

Safety

- Refer to PSE standards 6275.3000 for requirements on System Grounding
- Refer to PSE standards 6275.9210, 6275.9230 and 6275.9250 for personal protective grounding requirements.
- Refer to PSE standards 6275.9150 for vehicle grounding and barricading requirements.
- Proper line clearances shall be taken at the beginning, and released at the end, of each workday, or as otherwise instructed by the System Operator.
- Provide signs, barricades, and traffic control in conformance with permit regulations.
- Utilize flagging and other vehicle traffic control as necessary and in conformance with local traffic regulations.
- Maintain traffic flow as required by permitting agency.

Joint Facilities

- Coordinate with Communication Companies for transfers.

OVERHEAD CONSTRUCTION

Poles & Structures

- Poles are to be installed or relocated as staked. Unless otherwise noted, all pole location measurements are from the center of the pole.
- All new poles set shall be the class indicated on the sketch, or better. Do not set a lower class pole than specified.
- Install ground plate assembly on all new poles. Install Switch Ground Assembly per standard specification 6014.1000 at new gang operated switch locations.
- Install grid numbers on all new and existing poles as shown on sketch.
- Straighten existing poles as indicated or as necessary.
- Treat all field-drilled poles with copper napthenate wood preservative.
- Remove old poles after communication companies have transferred off and return to PSE storeroom. Fill and crown pole holes and restore the area similar to adjacent landscaping.

Conductors & Equipment

- Transfer all overhead and underground primary, secondary and service conductors and guys to new poles set, unless otherwise indicated on this sketch.
- Transfer existing transformers to new poles unless otherwise indicated on this sketch.
- Use stirrups to connect all overhead and underground primary taps, and all transformers. Install at all sites being worked within the scope of the project where they are currently missing.
- For 12kV construction, install avian protection with #4 CU-covered jumpers (MID#9998076) and #4 SD Aluminum covered tie-wire (MID#8309760). For 34vK construction use bare wire primary jumpers with pre-formed helical-grip ties and avian protection devices when required per Std. 6015.2000. Jumpers for poles that are double dead ended with tree wire can be either the same size tree wire conductor or covered CU.
- Apply grit inhibitor on all Ampact, stirrup, and dead-end connections.
- Connect primary taps and transformers to same phase as existing unless otherwise shown on the drawing.
- All neutral connections to be made with solid compression connectors. Connect all pole grounds to common neutral.
- Use Load-interrupter cutouts (with arc shields) on all primary overheads and underground taps with fused protection above 40T.
- Install Wildlife Protectors on all transformers.

MAIN & WOOD

SCHEDULE 74

OH TO UG CONVERSION

UNDERGROUND CONSTRUCTION

Vault Installation

- Vaults shall be installed in accordance with PSE standards 6775.0035 and 6775.0040.
- All PSE vaults shall be clean and clear of construction debris with all knockouts and cover adjustments grouted to PSE satisfaction prior to PSE accepting delivery of bare conduit & vault system.

Conduit Installation

- All PSE conduit installations shall conform to PSE standards 6800.6000, 6800.6050, 6800.8050, and 6825.6505.
- All conduits shall be routed and installed per conduit tables, installation diagrams, and details in this work sketch.
- A plug shall be installed in all spare conduits.
- All conduits entering PSE vaults shall be through the appropriate knockouts to ensure proper cable lay. Vault entries shall not cause cables to cross each other in the vault, or lay in the vault unevenly.
- All conduits entries into PSE vault shall be straight and level with a minimum of 6' straight section outside the vault wall and 2" on conduit extending into the vault with bell ends installed.
- PSE conduits shall be placed in the trench maintaining a minimum of 1-1/2" of separation. Use conduit spacers (provided by PSE) every10'.
- PSE conduit runs shall be placed straight and level. If it becomes necessary to alter conduit alignments, in order to avoid other utilities, the maximum bend radius allowed is 22-1/2 degrees. Bend radius greater than 22-1/2 degrees require prior approval from PSE engineering representatives.
- All PSE conduits shall be placed with the minimum separation between other utility facilities as specified in PSE standard 6790.0130. Refer to the typical utility trench cross section detail in this work sketch.
- All PSE conduits shall have a minimum of 36" of cover. Cover of less than 36" is permissible on a case by case basis provided that such installations adhere to PSE standard 6790.0130 figure 2. Pre-approved by PSE engineering representatives is required.

Cable Tags and Pulling

- Primary Underground Cable Identification Tag installation shall conform to PSE standards 6825.6050.
- Cable Pulling shall conform to PSE standards 6825.6100 and 6825.6150

RESPONSIBILITIES OF THE CITY

Documentation

- The city and their contractor shall attend a pre-construction meeting specifically for installation of bare duct and vault system.
- Field changes shall be pre-approved by PSE or designated representative prior to construction with proof of acceptance required prior to PSE acceptance of completed duct and vault system.

Safety

- The city contractor shall not access energized power vaults without the assistance of PSE line workers.
- The city contractor shall not expose energized power conductors (direct buried or in conduit) without the assistance of PSE line workers.

Trench and Excavation

- The city shall provide all trench excavation and backfill for the installation of new or modified PSE underground distribution system within the construction area.
- All trench excavation shall conform to PSE standards 6790.0075, 6790.0130, 6790.0140, 6790.0250, and 6790.3050.
- PSE plans show general trench alignment. They do not show specific cross sections with existing or proposed other utilities. It is the City's responsibility to install PSE facilities at necessary depths to avoid and provide required clearances to other existing or proposed utilities.
- Construct the shared utility trench where the various utilities can transition in and out of the trench line in an orderly fashion without altering duct bank alignments of other utility. Separation of crossing utilities sharing the common utility trench is 6".
- Placement of other utility vaults within the trench line alignment encumbering access to PSE facilities is not allowed.
- After the new underground system is installed and energized, additional excavation may be necessary to re-train existing underground cables into the new vaults. This excavation will be provided by the city with 48 hours notice.
- City shall provide all surveying necessary to assure all PSE vaults are installed in the alignment location specified in this document. The city shall be responsible for establishing grade elevation for PSE vaults. Adjustment of vault lids to final grade will be the responsibility of the City.
- Vault hole excavation shall be prepared level and free of debris with a minimum 6" base of crushed rock to prevent vault settling.
- PSE Vaults in planter areas shall be set 2" above final grade.
- PSE Conductors and equipment are energized.
- PSE line Note: The city contractor will not be allowed to make vault adjustments after PSE conductors and equipment are energized. PSE line crew will perform the adjustments on a change order basis.

LEGEND

- EXIST. 1Ø WIRE
- EXIST. 3Ø WIRE
- EXISTING SECONDARY SERVICE LINE
- NEW TRENCH LINE
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY LINE
- EXISTING CENTER LINE
- EXISTING CONDUCTOR TO BE REMOVED
- PROPOSED PULL VAULT
- PROPOSED PADMOUNT TRANSFORMER
- EXISTING PADMOUNT TRANSFORMER
- PROPOSED TOTAL UNDERGROUND TRANSFORMER
- EXISTING TOTAL UNDERGROUND TRANSFORMER
- J-BOX
- NEW POLE
- EXISTING POLE
- DISCONNECT - FUSED
- DISCONNECT - UNFUSED
- EXISTING UG RISER
- NEW UG RISER
- SVC STUB
- DOWN GUY
- EXISTING STREETLIGHT
- HANDHOLE
- PRIMARY METERING POINT

EROSION & SEDIMENT CONTROL REQUIREMENTS

EROSION & SEDIMENT CONTROL SHALL BE PER PSE STANDARD PRACTICE 0150.3200 TECHNIQUES FOR TEMPORARY EROSION & SEDIMENT CONTROL & ANY ADDITIONAL LOCAL JURISDICTION REQUIREMENTS. (LOCAL JURISDICTIONS MAY HAVE ADDITIONAL REQUIREMENTS INCLUDING NOTES DETAILING WHERE EROSION OR SEDIMENT CONTROL STRUCTURES ARE TO BE INSTALLED. CROSS SECTION DETAILS OF THE TYPICAL EROSION STRUCTURES, & SPECIAL REQUIREMENTS FOR WORK IN SENSITIVE AREAS.)

Vicinity Map



Owner / Developer Contact Info

CITY OF SUMNER

ATTN: MICHAEL KOSA 253-299-6709 office

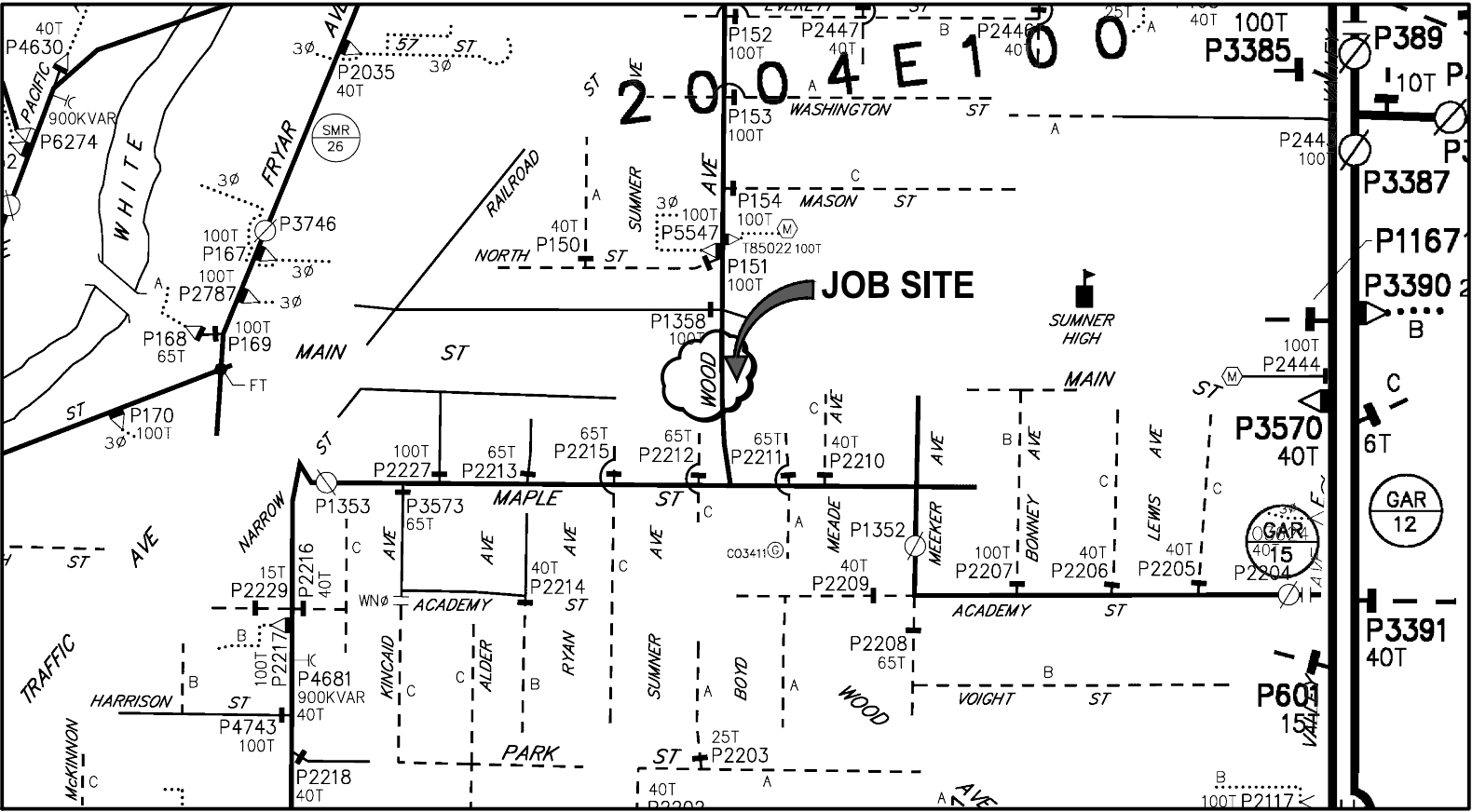
For contacts below dial 1-888-CALL PSE (225-5773)

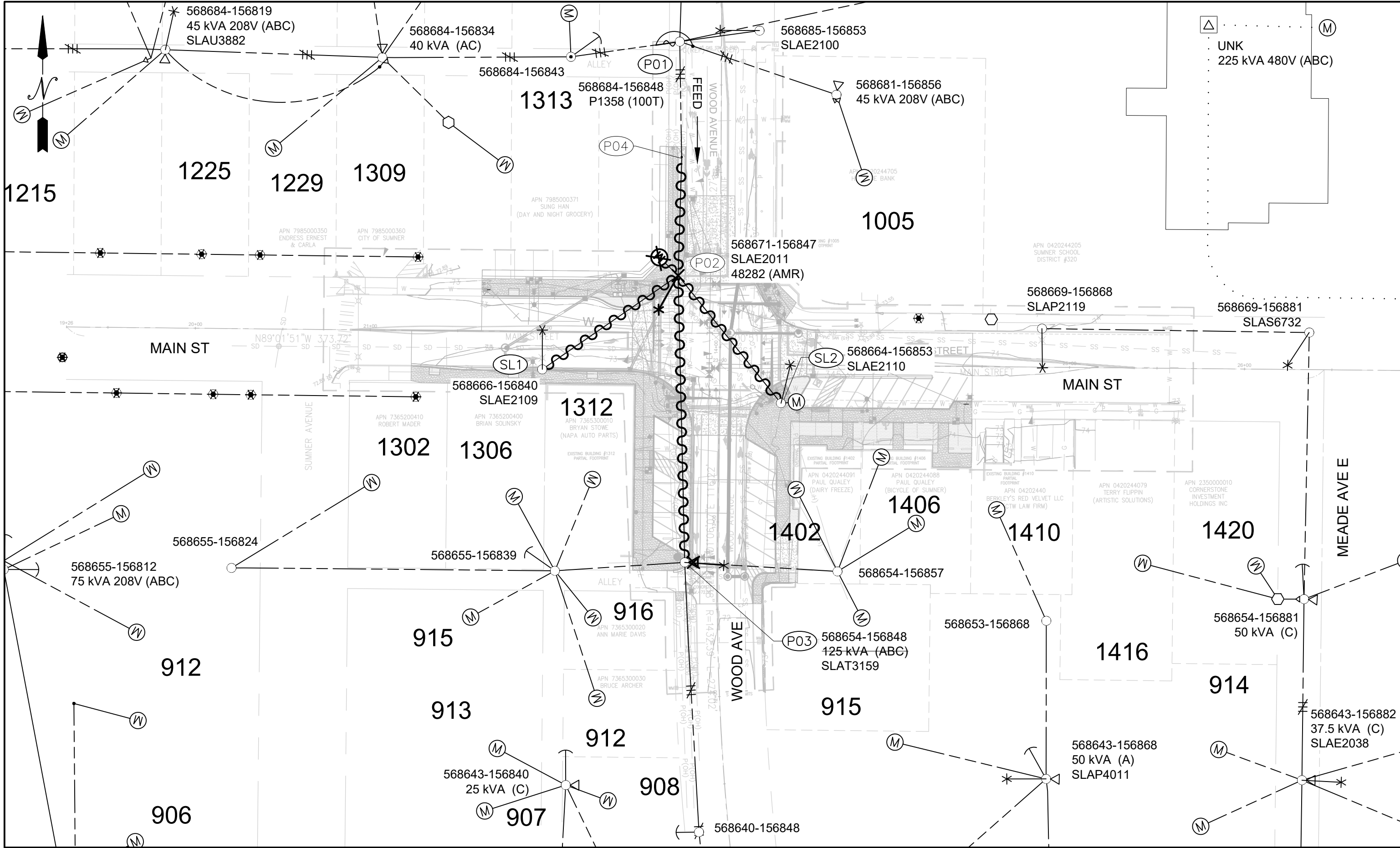
CALL 811 TWO BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

REAL ESTATE/EASEMENT				PERMIT			
N/A				CITY OF SUMNER			
3				FUNCTION	CONTACT	PHONE NO	DATE
2	1/30/23	DREMPE	ADD (2) 4" SCH80 CONDUITS	PROJECT MGR	LUANNE YU	253-204-5669	10/25/22
1	1/19/23	DREMPE	INST. OH XFMR FOR ST LIGHTS	ENGR - POWER	DAVID REMPE	253-364-9285	10/25/22
REV#	DATE	BY	DESCRIPTION	ENGR - GAS	N/A	N/A	N/A
COUNTY		Emer Sect	Gas Wk Ctr	POWER WK CTR	DRAWN BY	DAVID REMPE	253-364-9285
PIERCE		N/A	N/A	QSWPRE	CHECKED BY		
1/4 SEC		OP MAP	PLAT MAP	N/A	APPROVED BY		
SE\SEC24,T20N,R04E		N/A	N/A	N/A	FOREMAN #1		
U-MAP NO (POWER)		OH CKT MAP	UG CKT MAP	CIRCUIT NO	FOREMAN #2		
2004E096		2004E096	2004E096	SMR-23	MAPPING		

JOINT FACILITIES ARRANGEMENTS			
UTILITIES	ZAYO GROUP	WAVE BROADBAND	COMCAST
CONTACT	N/A	N/A	N/A
PHONE#	N/A	N/A	N/A
CELLNET	N/A	N/A	N/A
PSE			
R2 - MAIN & WOOD SCH74			
OH - UG FEEDER CONVERSION			
(NEAR) 1312 MAIN ST, SUMNER, WA 98390			
INCIDENT	N/A	MAOP	N/A
Gas Order	N/A	Elect Order	N/A
101152871			
SCALE	AS NOTED	PAGE	1/3





SITE PLAN: REMOVAL
SCALE: 1" = 50'

TRANSFORMER REMOVAL
Removed at site: P03
Grid Number: 568654-156848
kVA Rating: 75kVA 120/240V
Foreman to redline the following information
Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage /

TRANSFORMER REMOVAL
Removed at site: P03
Grid Number: 568654-156848
kVA Rating: 25kVA 120/240V
Foreman to redline the following information
Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage /

TRANSFORMER REMOVAL
Removed at site: P03
Grid Number: 568654-156848
kVA Rating: 25kVA 120/240V
Foreman to redline the following information
Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage /

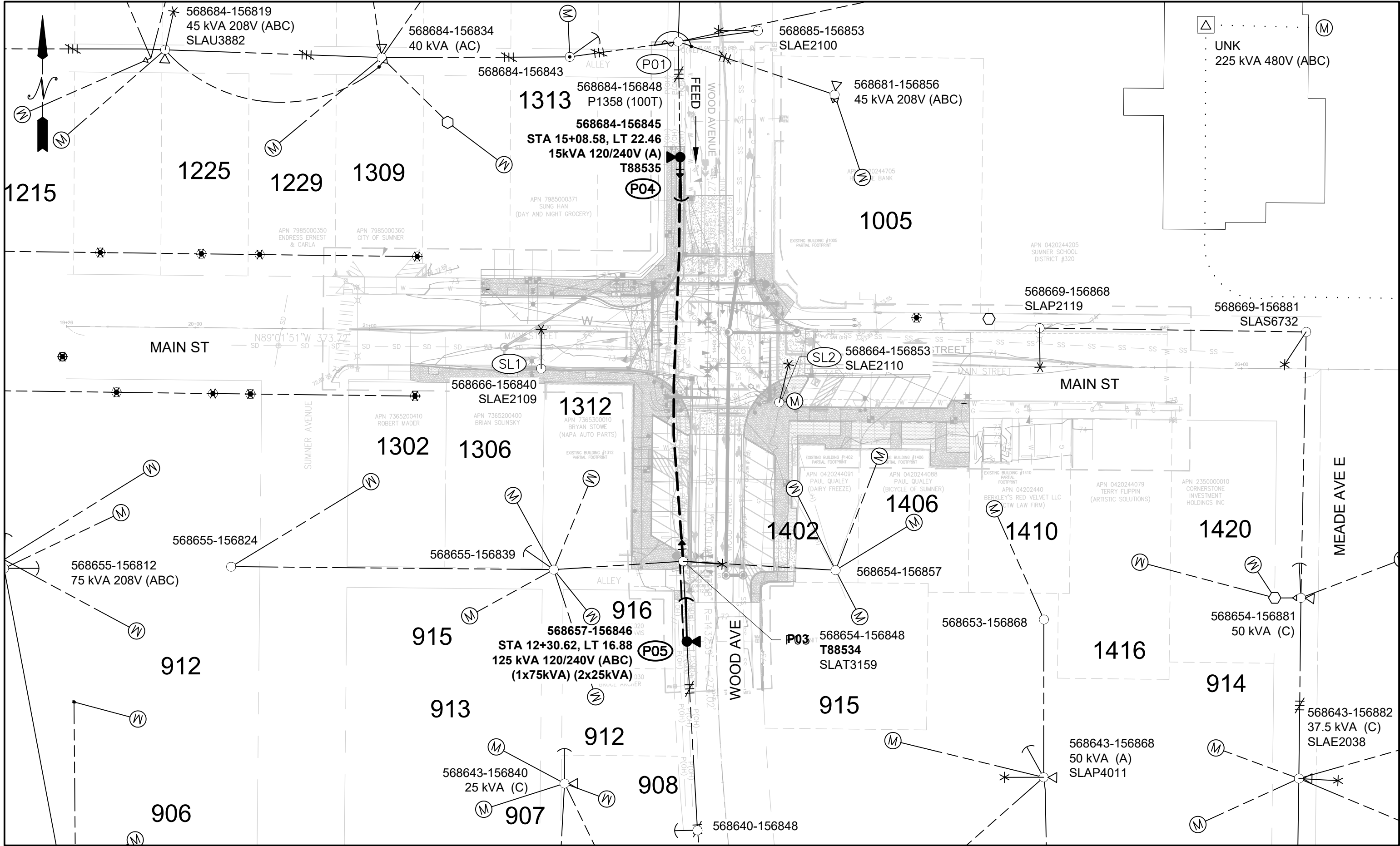
SITE SPECIFIC NOTES
P02: 568671-156847
REMOVE 45' CL-2 POLE SET IN 2018 (SEE POLE RETIREMENT TABLE)
REMOVE ST LIGHT SLAE2011
REMOVE AMR UNIT 48282
P03: 568654-156848
UNINSTALL 3Ø 125kVA 120/240V OH XFMR BANK (TO BE TRANSFERRED TO NEW POLE)
P01 - P02:
REMOVE OH SEC TPLX +/-135' (ACTUAL = ____')
P02 - SL1:
REMOVE OH ST LIGHT SVC +-95'
P02 - SL2:
REMOVE OH ST LIGHT SVC +-95'

WIRE REMOVAL TABLE					
Location		Wire Size & Type	Quantity	Length (per conductor)	Remarks
From	To				
P02	P03	336.5 ACSR	3	165'	
P02	P03	4/0 ACSR	1	165'	
P02	P04	336.5 ACSR	3	65'	
P02	P04	4/0 ACSR	1	65'	
TOTAL 336.5 ACSR REMOVED: 690' TOTAL 4/0 ACSR REMOVED: 230'					

POLE RETIREMENT TABLE							TEMP XFERS			ST. LIGHT TRANSFERS		
SITE #	POLE DATA				POLE		TEL	TV	FIBER	TRAN	RMVD	ID NUMBER
	GRID #	HT	CL	YR	TOPPED	RMVD						
P02	568671-156847	45	2	2018	☐	☐	☐	☐	☐	☐	☐	

				REAL ESTATE/EASEMENT		PERMIT	
				N/A		CITY OF SUMNER	
3				FUNCTION	CONTACT	PHONE NO	DATE
2	1/30/23	DREMPE	ADD (2) 4" SCH80 CONDUITS	PROJECT MGR	LUANNE YU	253-204-5669	10/25/22
1	1/19/23	DREMPE	INST. OH XFMR FOR ST LIGHTS	ENGR - POWER	DAVID REMPE	253-364-9285	10/25/22
REV#	DATE	BY	DESCRIPTION	ENGR - GAS	N/A	N/A	N/A
COUNTY	PIERCE	Emer Sect	Gas Wk Ctr	POWER WK CTR	DAVID REMPE	253-364-9285	10/25/22
1/4 SEC	SE\SEC24,T20N,R04E	OP MAP	PLAT MAP	CHECKED BY	R.walsh	85-6833	1.30.23
U-MAP NO (POWER)	2004E096	OH CKT MAP	UG CKT MAP	APPROVED BY	FOREMAN #1		
		2004E096	2004E096	CIRCUIT NO	FOREMAN #2		
				SMR-23	MAPPING		
JOINT FACILITIES ARRANGEMENTS							
UTILITIES	ZAYO GROUP	WAVE BROADBAND	COMCAST	CELLNET			
CONTACT	N/A	N/A	N/A	N/A			
PHONE#	N/A	N/A	N/A	N/A			
PSE PUGET SOUND ENERGY						INCIDENT	MAOP
						N/A	N/A
						Gas Order	Elect Order
						N/A	101152871
						SCALE	PAGE
						AS NOTED	2/3

R2 - MAIN & WOOD SCH74
OH - UG FEEDER CONVERSION
(NEAR) 1312 MAIN ST, SUMNER, WA 98390



SITE PLAN: INSTALL
SCALE: 1" = 50'

TRANSFORMER INSTALLATION (OH)

Installed at site: **P04**
Grid Number: **568684-156845**
kVA Rating: **15kVA 120/240v**
Material ID#: **6211200**

Foreman to redline the following information
Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage: _____ / _____

TRANSFORMER INSTALLATION (OH)

Installed at site: **P05**
Grid Number: **568657-156846**
kVA Rating: **75kVA 120/240v**
Material ID#: **6211400**

Foreman to redline the following information
Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage: _____ / _____

TRANSFORMER INSTALLATION (OH)

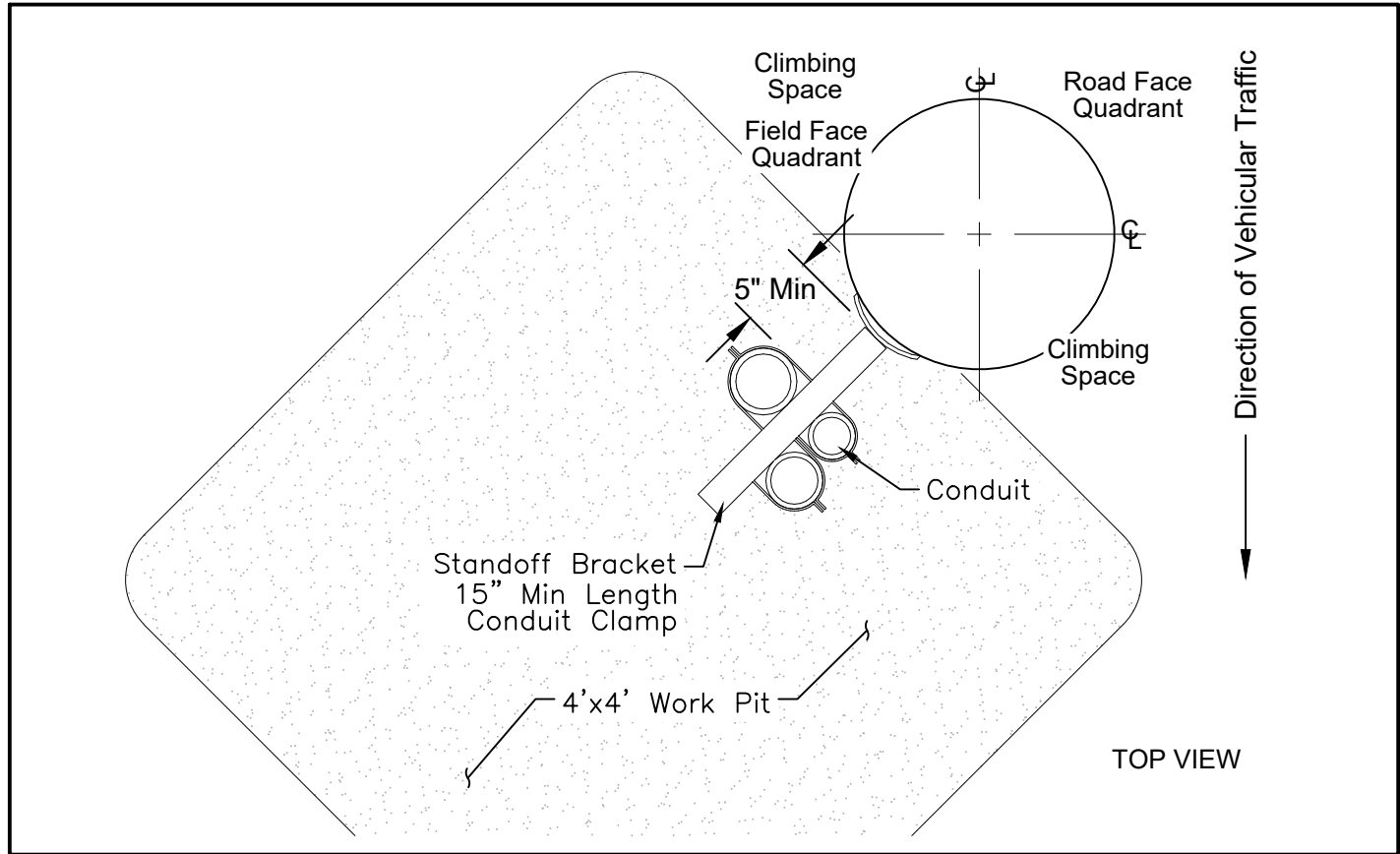
Installed at site: **P05**
Grid Number: **568657-156846**
kVA Rating: **25kVA 120/240v**
Material ID#: **6211250**

Foreman to redline the following information
Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage: _____ / _____

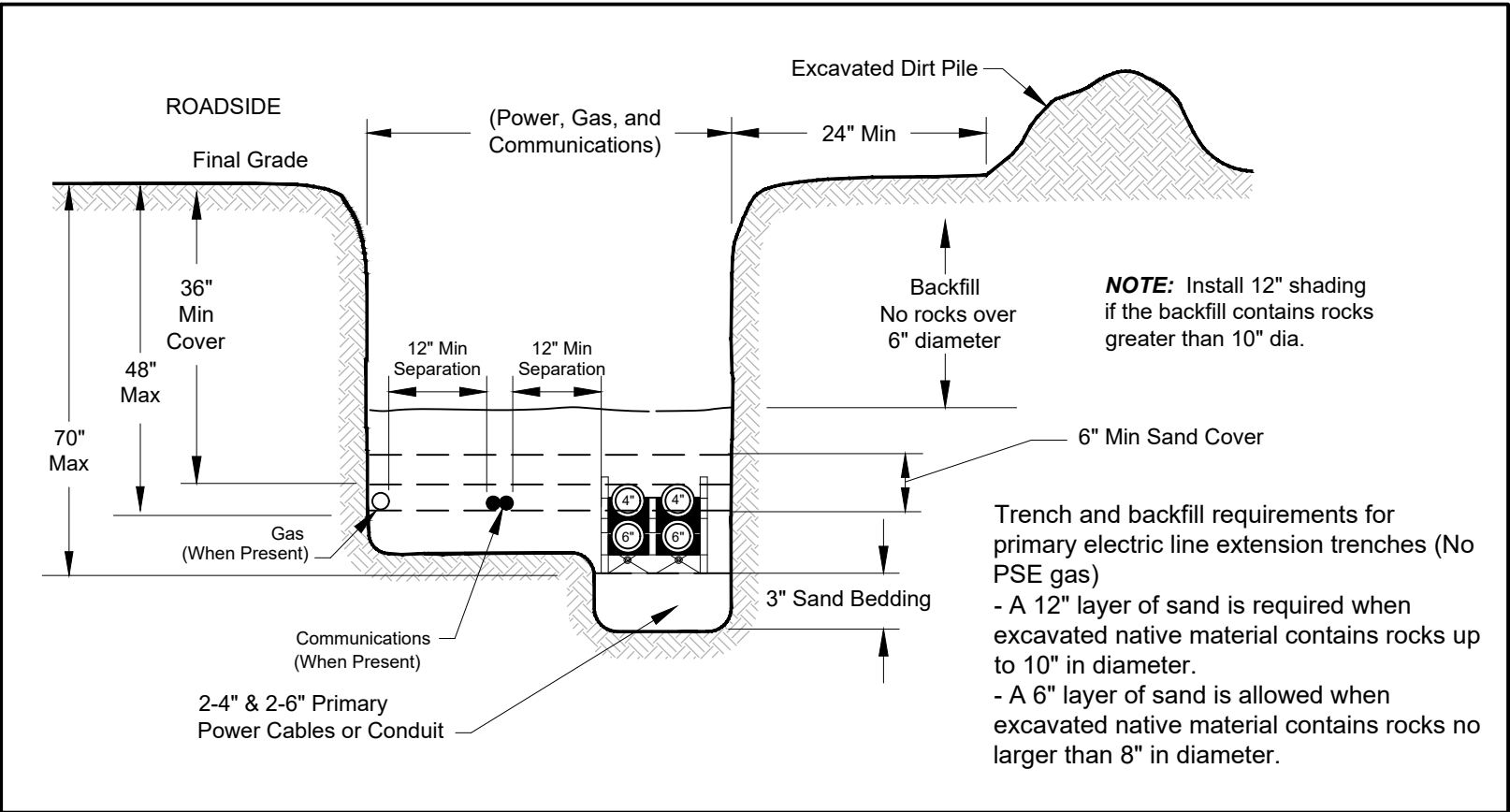
TRANSFORMER INSTALLATION (OH)

Installed at site: **P05**
Grid Number: **568657-156846**
kVA Rating: **25kVA 120/240v**
Material ID#: **6211250**

Foreman to redline the following information
Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage: _____ / _____



CONDUIT-RISER PLACEMENT DETAIL (P03 / P04)
SCALE: NONE



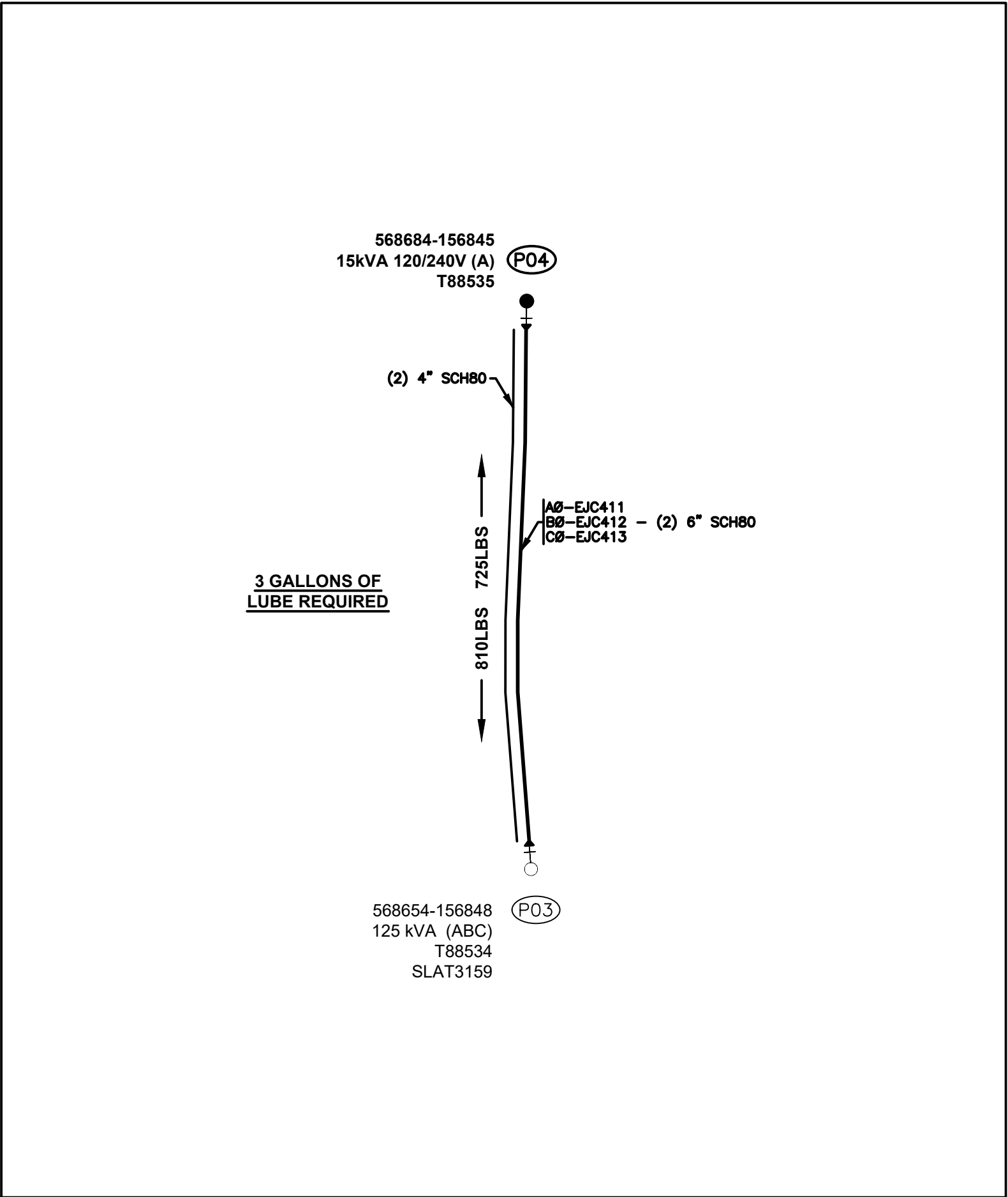
TRENCH FOR PRIMARY DETAIL (P03 - P04)
SCALE: NONE

SITE SPECIFIC NOTES

- P03: 568654-156848**
REFRAME W/ 3Ø SLACK SPAN DE FRAMING FOR 336.5ACSR PER STD 6033.5010 (SSF312DE)
INST. 600A TERMS ON 3Ø 750KCM FEEDER CABLES PER STD 6043.1020 (TSU3DF1)
INST. (3) 600A DISCONNECT SWITCHES ON BACK OF PRI. DOUBLE-CROSSARM
INST. (2) 6" RISERS ON STANDOFF BRACKETS (ACTUAL = _____)
INST. SW # T88534
- P04: 568684-156845 (STA 15+08.58, LT 22.46)**
INST. 45' CL-1 POLE & GRND
INST. 3Ø DE FRAMING FOR 336.5ACSR PER STD 6033.1042 (DE3310)
INST. 600A TERMS ON 3Ø 750KCM FEEDER CABLES PER STD 6043.1020 (TSU3DF1)
INST. (3) 600A DISCONNECT SWITCHES ON BACK OF PRI. DOUBLE-CROSSARM
HANG 15kVA 120/240V OH XFMR FOR ST LIGHTS
INST. L/B C/O FOR XFMR ON DOUBLE-CROSSARM, FUSE @ 6T
INST. (2) 7/16" PRI. & (1) 3/8" NEUTRAL DOWN GUYS (SOUTH)
INST. 24" PLATE ANCHOR, LENGTH = 25'
INST. (2) 6" RISERS ON STANDOFF BRACKETS (ACTUAL = _____)
INST. SW # T88535
INST. GRID # 568684-156845
- P05: 568657-156846 (STA 12+30.62, LT 16.88)**
INST. 50' CL-1 POLE & GRND
INST. 3Ø SLACK SPAN FRAMING FOR 336.5ACSR PER STD 6033.5010 (SSF313)
INST. 125kVA 120/240v 3Ø XFMR BANK FROM P03 (2x25kVA) (1x75kVA)
INST. 9" C/O ARM (ARD19C)
INST. (3) L/B C/Os ON C/O ARM, FUSE (2) C/Os W/ 10T, (1) C/O W/ 25T
INST. (2) 7/16" PRI. & (1) 3/8" NEUTRAL DOWN GUYS (NORTH)
INST. 24" PLATE ANCHOR, LENGTH = 25'
INST. GRID # 568657-156846

- P03 - P04:**
INST. (2) 6" SCH80 CONDUITS & (2) 4" SCH80 CONDUITS, L = 235' (ACTUAL = _____)
INST. 3Ø 750KCM CABLES IN SINGLE 6" CONDUIT +310' (ACTUAL = _____)
- P03 - P05:**
INST. 4/0 OH QUAD SECONDARY +-45' (ACTUAL = _____)

POLE TABLE (NEW)						
Site #	Pole Data					
	Grid #	Height	Class	Year	Remarks / Location Ref.	
P04	568684-156845	45'	1		PSE Equip #	
P05	568657-156846	50'	1		PSE Equip #	



PRIMARY UNDERGROUND ONE-LINE DIAGRAM
SCALE: NONE

				REAL ESTATE/EASEMENT		PERMIT	
				N/A		CITY OF SUMNER	
3				FUNCTION	CONTACT	PHONE NO	DATE
2	1/30/23	DREMPE	ADD (2) 4" SCH80 CONDUITS	PROJECT MGR	LUANNE YU	253-204-5669	10/25/22
1	1/19/23	DREMPE	INST. OH XFMR FOR ST LIGHTS	ENGR - POWER	DAVID REMPE	253-364-9285	10/25/22
REV#	DATE	BY	DESCRIPTION	ENGR - GAS	N/A	N/A	N/A
COUNTY	PIERCE	Emer Sect	Gas Wk Ctr	POWER WK CTR	DAVID REMPE	253-364-9285	10/25/22
1/4 SEC	SE\SEC24,T20N,R04E	OP MAP	N/A	CHECKED BY	R.walsh	85-6833	1.30.23
U-MAP NO (POWER)	2004E096	OH CKT MAP	2004E096	FOREMAN #1			
		UG CKT MAP	2004E096	FOREMAN #2			
		CIRCUIT NO	SMR-23	MAPPING			
JOINT FACILITIES ARRANGEMENTS							
UTILITIES	ZAYO GROUP	WAVE BROADBAND	COMCAST	CELLNET			
CONTACT	N/A	N/A	N/A	N/A			
PHONE#	N/A	N/A	N/A	N/A			
PSE PUGET SOUND ENERGY				R2 - MAIN & WOOD SCH74			
				OH - UG FEEDER CONVERSION (NEAR) 1312 MAIN ST, SUMNER, WA 98390			
				INCIDENT	MAOP		
				Gas Order	Elect Order		
				N/A	N/A		
				SCALE	PAGE		
				AS NOTED	3/3		

SUBJECT: Approval of the minutes from the June 6, 2023, regular council meeting and the June 12, 2023, study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - June 5, 2023, Regular Council Meeting
2. Minutes - June 12, 2023, Study Session

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Approval of the minutes from the last two council meetings.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approval as written.



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

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

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

CALL TO ORDER

Pledge of Allegiance Invocation

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

CONSENT AGENDA

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

1. Approval of the minutes from the May 15, 2023, regular council meeting and May 22, 2023, study session.

PASSED BY VOICE VOTE

PUBLIC HEARING

There was no Public Hearing tonight.

REGULAR BUSINESS

1. Unfinished Business

There was none tonight.

2. Public Comment

There was none tonight.

3. New Business

a. Resolution No. 1658 – Accepting US Department of Treasury Grant

MOVED BY STUARD SECONDED BY HOCHSTATTER TO APPROVE RESOLUTION NO. 1658 - ACCEPTING THE US DEPARTMENT OF TREASURY GRANT THROUGH THE WASHINGTON STATE DEPARTMENT OF COMMERCE.

The topic was introduced by Community Development/Economic Director Ryan Windish.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2855 – Amending the 2023/2024 Biennial Budget

MOVED BY COLE SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2855 - AMENDING THE 2023/2024 BIENNIAL BUDGET.

Chief Financial Officer Kassandra Raymond addressed the topic.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

c. Resolution No. 1659 - Pierce County Opioid Abatement Council Interlocal Agreement

MOVED BY BITETTO SECONDED BY HOCHSTATTER ADOPT RESOLUTION NO. 1659 AUTHORIZING THE MAYOR TO SIGN THE PIERCE COUNTY OPIOID ABATEMENT COUNCIL INTERLOCAL AGREEMENT.

City Attorney Andrea Marquez spoke to the topic.

PASSED BY ROLL CALL VOTE.

d. Appointment of Opioid Abatement Council Member and Alternate

MOVED BY BITETTO SECONDED BY HOCHSTATTER TO APPOINT A MEMBER AND ALTERNATE TO SERVE ON THE OPIOID ABATEMENT COUNCIL FOR A PERIOD NOT TO EXCEED THREE-YEARS.

City Attorney Andrea Marquez addressed the topic.

City Administrator Jason Wilson was nominated by Deputy Mayor Cindy Hochstatter to be the primary representative. Roll was called and Mr. Wilson will be the primary representative.

Andrea Marquez was nominated to be the City's alternate by Deputy Mayor Hochstatter. Councilmember Stuard nominated Mayor Hayden. Roll was called and it ended 6-1 with Ms. Marquez receiving the majority of the votes.

4. Reports

a. Council

Councilmember Cole updated the council on the meeting of the Rainier Cable Commission from their May 17th meeting. There will be a special meeting budget meeting in June.

Councilmember Brown had nothing tonight.

Councilmember Bitetto wished the High School graduates the best as they move on to the next stage of their life.

Councilmember Stuard had nothing to report.

Deputy Mayor Hochstatter had nothing to report.

Councilmember Neuman hoped everyone can stay cool this week!

Councilmember Reed nothing to report.

b. **City Administrator**

City Administrator Jason Wilson updated the Council and the public on the following items:

Upcoming Policy Issues:

- June 12, 2023 – Study Session
 - Library Capital Facility Area Update
 - 2023 Legislative Review
 - Utility Billing Code Amendment
 - Executive Session for Potential Litigation
- June 20, 2023 – (Tuesday) Regular Council Meeting (DM Hochstatter chair)
 - P&S Agreement Robinson Property
 - P&S Agreement – Manke Parcels
 - Project Acceptance Biosolids Dewatering Improvements
 - White River Restoration – Construction Management Contract Award
 - Ordinance - Amending the 2023/2024 Biennial Budget (Q2 BA)
 - Ordinance - Adopting International Property Maintenance Code

Commission Updates:

- The Design Commission met last week with the Sound Transit Parking Garage Contractor to review the preliminary designs. Another commission meeting will be held later this summer to review further design changes.

Personnel Issues:

- The City hired Lateral Police Officer Justin Gregson. Justin has over a decade of experience, including time with the Washington State Patrol and working the last 9 years with the Federal Way Police Department. The City continues to recruit lateral and entry level police officers with several anticipated retirements in the next year.

c. **Mayor**

Mayor Hayden remarked on summer events including Rhubarb days on June 24th and 25th. Music Off Main begins July 7th and runs each following Friday with the Chalk Art Festival also on July 29th. Nights on Ryan will only be one time this year on August 21, if you are interested in being a vendor at that event, the application deadline has been extended until June 21, information is on the website – summerwa.gov. She ended her comments by reminding the public and council that the print newsletter will be hitting mailboxes soon and if you don't live in Sumner you can pick one up at the library, City Hall, and the Old Cannery.

5. Executive Session

There was none tonight.

6. Adjournment

Mayor Hayden reconvened the regular meeting and then adjourned it at 6:30pm. Councilmembers concurred.

ATTEST:

Michelle Converse, City Clerk

Kathy Hayden, Mayor

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

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development and Economic Director Ryan Windish, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Administrative Services Director Jeff Steffens, Deputy City Attorney Maili Barber, Police Chief Brad Moericke, Chief Operating Officer Cassandra Raymond, Environmental & Sustainability Specialist Robert Wright and Communications Director Carmen Palmer

Mayor Hayden called to order the Study Session, at 6:02pm.

CALL TO ORDER

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

COUNCILMEMBER BROWN WAS ABSENT. MOVED BY HOCHSTATTER SECONDED BY BITETTO TO EXCUSE MR. BROWN FROM TONIGHT'S MEETING. PASSED BY VOICE VOTE.

COUNCILMEMBER COLE WAS ABSENT. MOVED BY BITETTO SECONDED BY NEUMAN TO EXCUSE MS. COLE FROM TONIGHT'S MEETING. PASSED BY VOICE VOTE.

REGULAR BUSINESS

1. Library Capital Facilities Area Update - Pierce County Library District Executive Director Gretchen Caserotti
2. 2023 Legislative Recap - Legislative Lobbyist Bill Clarke and Trevor Justin
3. Ordinance No. 2859 – Amending Sumner Municipal Code 13.25 – Utility Disconnection and Reconnection

CITY ADMINISTRATOR REPORT

EXECUTIVE SESSION

Mayor Hayden adjourned the regular meeting into Executive Session at 7:17 for a period of 20 minutes to discuss with legal counsel representing the agency in litigation or potential litigation, per RCW 42.30.110(1)(i)(III). The Executive Session was extended an additional five minutes.

The Study Session was reconvened at 7:42pm.

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 7:45pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Ordinance No. 2858 - Amending the 2023/2024 Biennial Budget

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Ordinance No. 2858 - Amending the 2023/2024 Biennial Budget

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND: The 2023/2024 Biennial Budget was adopted on December 5, 2022 with Ordinance No. 2838. Staff regularly reviews the budget progress as well as any programmatic changes. Based on this review, staff presents the second quarter 2023 budget amendment for consideration.

This budget amendment:

- General Fund (001): Programs funding for City Hall office modifications (lobby and administration), a commercial dishwasher (Senior Center), an asphalt roller, and carries over unused funding from 2022 for chipseal/pavement rehab projects;
- Parks Capital Fund (310): Appropriates funding and expense for the Rainier View Park inclusive playground, de-programs funding for Seibenthaler Park Spray Park (unsuccessful in current grant cycle);
- Street Capital Fund (320): Recognizes new grant funding and expenses for the Tacoma & Puyallup Intersection Improvement and Systemic Horizontal Curve Safety Improvements;
- Water Fund (401): Programs funding for an asphalt roller;
- Sewer Fund (402): Programs funding for an asphalt roller, centrate pump (WWTF), and mag hydroxide tanks (WWTF);
- Information Technology Fund (551): Program funding for wireless access points;
 - General Fund (001), Water Fund (401), Sewer Fund (402), Stormwater Fund (408), Animal Control Fund (440): Program assessment for wireless access points
- Development Impact Fee Fund (605): Program transfer out to support Rainier View Inclusive Playground Project, de-program transfer out for Seibenthaler Park Spray Park

Ord No. 2858		
BA 06/19/2023		
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ -	406,225
Reserve Funds	-	-
Special Revenue Funds	-	-
Debt Service Funds	-	-
Capital Funds	894,200	158,000
Utility Funds	-	139,350
Other Enterprise Funds	-	650
Internal Service Funds	32,650	32,650
Fiduciary Funds	-	(287,500)
	\$ 926,850	\$ 449,375

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
MEETING/STUDY SESSION DATE: 5/31/2023
COMMITTEE RECOMMENDATION: Do Pass, Approve Ordinance No. 2858 amending the 2023/2024 Biennial Budget

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2858 amending the 2023/2024 Biennial Budget.

**ORDINANCE NO. 2858
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2023-2024 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2838, APPROVED DECEMBER 5, 2022, AND PREVIOUSLY AMENDED IN ORDINANCE 2849, APPROVED MARCH 20, 2023, AND ORDINANCE 2855, APPROVED JUNE 5, 2023.

WHEREAS, The Sumner City Council approved Ordinance No. 2838 which adopted a biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2838 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2855 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; 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

WHEREAS, The City of Sumner experienced a destructive fire in the downtown area on October 28, 2022; and

WHEREAS, The City of Sumner has coordinated with the Washington State Department of Commerce to accept, by separate Council resolution, a federal general disaster relief grant on behalf of the businesses impacted by the Sumner Main Street Fire and other disaster events; 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, 2023 through December 31, 2024 as contained in the adopted 2023-2024 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, including acceptance of the Department of Commerce grant funding.

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 20th day of June, 2023.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance	Revenues			Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>06/19/23</i>	<i>Adopted</i>	<i>Previous</i>	<i>06/16/23</i>	<i>Revised</i>
001 General	11,300,000	\$ 41,287,140	\$ 904,104	\$ -	\$ 40,975,513	\$ 895,129	\$ 406,225	\$ 11,214,377
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	450,756	200,000	-	-	390,000	-	-	260,756
103 Complete Streets	-	-	-	-	-	-	-	-
105 Drug Enforcement	65,510	-	-	-	4,000	-	-	61,510
106 Hotel/Motel	262,600	205,000	-	-	338,156	-	-	129,444
115 ARPA Funding	680,624	-	-	-	50,100	-	-	630,524
200 Debt Service	2,570,000	465,800	-	-	496,100	-	-	2,539,700
221 LID Guarantee	691,569	-	-	-	-	-	-	691,569
302 Sidewalk	412,457	530,000	553,200	-	880,000	553,200	-	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	-	(337,500)	5,131,106	-	(1,125,000)	948,176
320 Street Capital Fund	7,709,379	17,364,200	1,480,000	1,231,700	24,625,588	1,674,000	1,283,000	202,691
325 Facilities Capital Fund	50,000	515,000	400,000	-	565,000	400,000	-	-
401 Water	13,219,995	10,189,150	-	-	20,279,605	-	13,125	3,116,415
402 Wastewater	9,286,248	15,566,163	-	-	21,270,227	-	83,600	3,498,584
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	8,227,784	38,031,772	-	-	42,424,254	50,000	42,625	3,742,677
410 Cemetery Operations	74,238	1,498,200	-	-	1,425,316	8,500	-	138,622
415 Cemetery Development	208,994	300,000	-	-	300,000	-	-	208,994
440 Animal Control	94,087	2,093,628	-	-	2,062,680	7,300	650	117,085
501 Unemployment Insurance	9,351	-	-	-	3,991	-	-	5,360
550 Fleet Management	94,835	1,498,570	-	-	1,551,411	-	-	41,994
551 Information Technology	479,281	3,264,440	-	32,650	3,336,088	15,000	32,650	392,633
555 Equipment Reserve	1,942,959	2,126,935	-	-	1,770,000	-	-	2,299,894
601 Cemetery Endowment	1,545,873	33,000	-	-	-	-	-	1,578,873
605 Development Impact Fees	6,898,068	500,000	-	-	998,833	1,480,000	(287,500)	5,206,735
611 Firemen's Pension	29,798	164,000	-	-	160,000	-	-	33,798
Total All Funds	\$ 70,291,581	\$ 142,301,059	\$ 3,337,304	\$ 926,850	\$ 169,587,969	\$ 5,083,129	\$ 449,375	\$ 41,736,321

SUBJECT: Ordinance No. 2856 - Adopting International Property Maintenance Code

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2856 - Adopting International Property Maintenance Code

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

In order to protect the public health, safety, general welfare and property of the citizens of the City of Sumner, it is now necessary to adopt the 2021 International Maintenance Code. The City has not adopted this yet and we need to do so to be in compliance with the code.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2856 - Adopting International Property Maintenance Code

**ORDINANCE NO. 2856
CITY OF SUMNER,
WASHINGTON**

**AN ORDINANCE ADOPTING THE INTERNATIONAL PROPERTY
MAINTENANCE CODE, 2021 EDITION, PUBLISHED BY THE
INTERNATIONAL CODE COUNCIL.**

WHEREAS, Washington Administrative Code 51-11R-501.4 requires alterations, repairs, additions and changes of occupancy to, or relocation of, existing buildings and structures shall comply with the provisions for alterations, repairs, additions and changes of occupancy or relocation, respectively, in this code and the International Residential Code, International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, Uniform Plumbing Code, International Property Maintenance Code, and NFPA 70; and

WHEREAS, in order to protect the public health, safety, general welfare, and property of the citizens of the City of Sumner, it is now necessary to adopt the 2021 International Property Maintenance Code.

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

Section 1. That Section 15.50 of the Sumner Municipal Code is added to read as follows:

Chapter 15.50 PROPERTY MAINTENANCE CODE

15.50 Code adopted.

Pursuant to RCW 35A.12.140, the International Property Maintenance Code, 2021 Edition, published by the International Code Council, is adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication of any amended or updated version.

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this chapter is, for any reason, held by a court to competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion of this chapter.

Section 3. 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 4. This ordinance shall take effect (5) days from the date of publication in the City's

official newspaper.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington,
at a regular meeting thereof this 20th day of June, 2023.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC City Clerk

Andrea Marquez, City Attorney

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Ordinance No. 2859 - Amending Sumner Municipal Code 13.24 - Utility Disconnection and Reconnection

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2859 - Amending Sumner Municipal Code 13.24 - Utility Disconnection and Reconnection

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The recent passage of House Bill 1329 affects the City's ability to disconnect past due utility services during a "heat related alert". The Bill also provides a process where customers who are currently without water service due to nonpayment can request to have their service reconnected. This reconnection must be done promptly, provided the customer is willing to enter into a payment plan. The Sumner Municipal Code must be updated to be in compliance with this new legislation.

The City has and will continue to work with our customers who are experiencing financial difficulties, but what we are seeing recently is not as much of an inability to pay and more of a lack of priority to paying on time. The shut off process is labor intensive for both field staff and office staff. Our current reconnection fee of \$40 is not recovering our costs, is below neighboring jurisdictions, and it is not punitive enough to change customer behavior. The staff is recommending increasing the reconnection fee to \$75 and the after-hours reconnection fee from \$160 to \$200.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 6/12/2023

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2859, revising sections of Chapter 13.24 Utility Disconnection and Reconnection , substantially in the form as approved by the City Attorney.

ORDINANCE NO. 2859
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SMC 13.24 RELATED TO UTILITY BILLING AND DISCONNECTION AND RECONNECTION PROCESSES AND CHARGES.

WHEREAS, the City's water utility customers may have their services disconnected for non-payment of their city utility bill; and

WHEREAS, during periods of excessive heat customers may request reconnection of service; and

WHEREAS, the current fee for reconnection of water service was last addressed in 2005 and does not adequately reflect the administrative costs of service disconnection and reconnection.

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

Section 1. Amendment to City Code. Sumner Municipal Code Section 13.24.350 is hereby amended as follows:

13.24.350 Discontinuance and restoration of service.

A. Discontinuance of Service by Customer – Nonemergency.

1. A customer may have service discontinued by giving not less than five days' advance notice thereof to the city. Charges for service shall be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required five days' advance notice.
2. When such notice is not given, the customer may be required to pay for service until five days after the city has knowledge that the customer has vacated the premises or has otherwise discontinued water service.

B. Discontinuance of Service by Customer – Emergency.

When an emergency discontinuance is requested by the customer for such reasons as leaks, burst pipes, etc., the city will make every effort to shut off the service as quickly as possible. In an emergency situation, charges will not be made for one visit to shut off the service and one visit to restore the service. Each return visit to the customer's premises will require payment of \$15.00 per visit, which the city will add to the monthly bill.

C. Discontinuance of Service by City.

1. Noncompliance with Chapter. The city may discontinue service to any customer for violating the provisions of this chapter after having provided the customer at least five days' written notice of such intention. Where the safety of water supply is endangered, or the discontinuance is precipitated by an order from the Washington State Department of Health, service may be discontinued immediately without notice.

2. Waste of Water. Where negligent or wasteful use of water exists on or from a customer's premises, the city may discontinue the service if such practices are not remedied within five days after it has given the customer written notice to such effect.

3. Unsafe Apparatus or Where Service Is Detrimental to the City or Its Customers. If any unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water thereon by apparatus, appliances, equipment or otherwise is found to be detrimental or damaging to the city or its customers, the service may be discontinued without notice. The city will notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.

4. Fraudulent Use of Service. When the city discovers that a customer has obtained service by fraudulent means, or has diverted the water service for unauthorized use, the service to that customer may be discontinued without notice. The city will not restore service until that customer has complied with all ordinances and reasonable requirements of the city, the city has been reimbursed for the full amount of the service rendered and the city's actual cost incurred because of the fraudulent use has been fully reimbursed.

D. Restoration of Service.

1. Reconnection Charge. Where service has been scheduled for discontinuance for violation of this chapter, for nonpayment of bills, or for any other reason, the customer will incur a charge of ~~\$75.00~~ ~~\$40.00~~ for reconnection of service during regular working hours. When the disconnection occurred for nonpayment of bills, the account must be paid in full, including all reconnection charges, before service will be restored. When the customer requests reconnection of service outside of regular city hall working hours, an additional ~~\$200~~ ~~\$160~~ shall be charged for a total of ~~\$275.00~~ ~~\$200~~.

2. During times of excessive heat defined by the National Weather Service issuing a heat related alert for the City of Sumner such as an excessive heat warning, a heat advisory, an excessive heat watch or similar alert, customers may request utility reconnection provided they enter into a payment plan as described by applicable law.

3. To Be Made During Regular Working Hours. The city will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnections will be made on the regular working day following the day the request is made.

4. To Be Made at Other Than Regular Working Hours. When a customer requests that the reconnection be made outside regular working hours, the city will reasonably endeavor to so make the reconnection if practicable under the circumstances but will be under no obligation to do so, unless an emergency exists.

5. If for any reason the meter or city equipment is damaged due to the negligence or willful destruction of property, the owner will be responsible for any penalty as described in SMC 13.24.410, plus the cost of any replacement of damaged equipment and actual costs incurred by the city to do the repair.

E. Conditions for Refusal.

The city may refuse or discontinue service under any of the following conditions:

1. If the applicant fails to comply with this chapter or any provision of the city's most recently adopted comprehensive water system plan;
2. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers;
3. If, in the judgment of the city, the applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or of such a nature that satisfactory service cannot be rendered;
4. Where service has been discontinued for fraudulent use, the city will not serve an applicant until it is determined that all conditions of fraudulent use or practice have been discontinued.

F. Notice to Customer.

When an applicant has been refused service under the provisions of this section, the city will notify the applicant promptly of the reason for the refusal to serve and of the right of the applicant to appeal the decision to the city's hearing examiner by filing a written notice of appeal with the city's public works director, within 10 business days of receipt of the city's determination to refuse water service. An appeal hearing before the hearing examiner shall thereafter occur within 30 days, unless circumstances outside of the city's control warrant an extension, or by mutual agreement of the customer and the city.

G. Continuity of Service.

1. Emergency Interruptions.
 - a. The city will make reasonable efforts, in accordance with prudent utility practice, to prevent interruptions to service, and, when such interruptions occur, will endeavor to establish service without unreasonable delay, consistent with the safety of its customers and the general public.
 - b. The city will not be liable for interruptions, shortage, insufficiency of supply, any loss or damage of any kind occasioned thereby, if same is caused by act of God, fire, strike, riot, war, accident, breakdown, action by governmental agency or other cause beyond the control of the city.
2. Scheduled Interruptions. Whenever the city finds it necessary to schedule an interruption to its service, it will, within 24 hours, where feasible, notify all customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide the least inconvenience to the customers consistent with reasonable city operations.
3. Apportionment of Supply During Times of Shortage. During times of threatened or actual water shortage, the city will apportion its available water supply among its customers as

directed by the mayor. In any event, it will apportion the supply in the manner that appears most equitable under the circumstances then prevailing, and with due regard to public health and safety. (Ord. 2743 § 1 (Exh. A) (part), 2020: Ord. 2529 § 3 (part), 2015; Ord. 2356 § 4 (part), 2011: Ord. 2218 § 1, 2007; Ord. 2119 § 1 (part), 2005. Formerly 13.24.290)

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 20th day of June 2023.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Date Adopted:
Date of Publication:
Effective Date: