



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/83037506011>

Or One tap mobile :

+12532158782,,83037506011# US (Tacoma)

+12532050468,,83037506011# US

Or Telephone:

Dial +1 253 215 8782 US (Tacoma)

Webinar ID: 830 3750 6011

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 minutes from the August 21, 2023, regular council meeting and special study session, and the study sessions of August 28th and September 11th, 2023.
2. Approval of check and electronic payments in the amount of \$1,403,565.00.
3. Right-of-Way Use Agreement – 24th St. Billboard
4. 902 Kincaid Lease Agreement - Sound Transit Parking Garage Construction
5. Building Inspection and Plan Review Services - Professional Services Contract
6. Purchase and Sale Agreement - 14211 16th Street East
7. Resolution No. 1662 - Carbon Credit Regional Operator Subaward Grant Acceptance
8. Operations Facility: Early Site Work Package – Construction Contract Award
9. Stewart Road Bridge Easement Agreement - 1096 Butte Ave
10. 24th St E Utility Relocation – Construction Management Services Amendment

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 Michelledc@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. 2871 - 2023/2024 Budget Amendment-Rainier View Park
- b. Rainier View Park Playground Replacement Contract Approval
- c. Rainier View Park Covered Court - Construction Contract Award
- d. Resolution No. 1663 - Ryan House Demolition

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 minutes from the August 21, 2023, regular council meeting and special study session, and the study sessions of August 28th and September 11th, 2023.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. August 21, 2023 council meeting minutes
2. August 21, 2023 special study session minutes
3. August 28, 2023 study session meeting minutes
4. September 11, 2023 study session meeting minutes

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous council meetings.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



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, Community & Economic Development Director Ryan Windish, Police Chief Brad Moericke, Communications Director Carmen Palmer, Administrative Services Director Jeff Steffens, IT Manager Brian Cunningham, Community Services Manager Derek Barry, Public Works Director Mike Dahlem, Chief Financial Officer Kassandra Raymond, Development Services Director Doug Beagle, Assistant City Attorney Maili Barber 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

1. Biosolids Dewatering Improvements - Project Acceptance
2. Town Center: Utility & Woonerf Project - Construction Management Services Amendment
3. Resolution No. 1661 - Pollution Prevention Assistance Partnership / Interagency Agreement Authorization
4. Approval of the electronic payments and warrants in the amount of \$1,498,704.06.
5. Cemetery Building - Construction Contract Award
6. Contract Approval - Stafford Suites
7. Contract Approval for Fiber Optic Services - Astound
8. Approval of the meeting minutes from the regular council meeting of August 7, 2023 and the August 14, 2023 study session.

PASSED BY VOICE VOTE

PUBLIC HEARING

There was no Public Hearing tonight.

REGULAR BUSINESS

1. Unfinished Business

a. Ordinance No. 2863 – Franchise Agreement with Ziplly Wireless LLC

MOVED BY STUARD SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2863, FRANCHISE AGREEMENT WITH ZIPLY WIRELESS LLC.

City Attorney Andrea Marquez addressed the Council. Since this was the second and final reading, there were no comments from the public.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2864 – Franchise Agreement with Ziply Fiber Pacific LLC

MOVED BY NEUMAN SECONDED BY STUARD TO APPROVE ORDINANCE NO. 2864, FRANCHISE AGREEMENT WITH ZIPLY FIBER PACIFIC LLC.

City Attorney Andrea Marquez addressed the Council. Since this was the second and final reading, there were no comments from the public.

PASSED BY ROLL CALL VOTE.

2. Public Comment

Pam Johnson, 1109 Main Street. Ms. Johnson addressed the council regarding the removal of a statue.

George Josten, 164th Street East. Mr. Josten expressed his gratitude to the council and about the great city Sumner is.

3. New Business

a. Forestry and Parks Commission Appointment - McCaul

MOVED BY COLE SECONDED BY HOCHSTATTER TO APPROVE GENE MCCAUL'S COMMISSION APPOINTMENT FOR A TERM ENDING IN APRIL OF 2027.

Community Services Manager Derek Barry addressed the council and introduced Mr. McCaul.

He was thanked by the council for returning to the commission. Mr. McCaul enjoyed serving on the commission and he is looking forward to returning.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2860- Sumner Municipal Code Update 12.60.050 – General Park Hours

MOVED BY BROWN SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2860, Sumner Municipal Code Update 12.60.050 – General Park Hours

Community Services Manager Derek Barry addressed the council

PASSED BY ROLL CALL VOTE

c. Ordinance No. 2861 – Sumner Municipal Code Update – Cemetery Green Burial

MOVED BY HOCHSTATTER SECONDED BY COLE TO ADOPT ORDINANCE 2861- SUMNER MUNICIPAL CODE UPDATE – CEMETERY GREEN BURIAL.

Community Services Manager Derek Barry addressed the Council.

PASSED BY ROLL CALL VOTE.

g. Ordinance No. 2870 – Delegation Authority for Bond Anticipation Note (BAN) – Public Works Operations Facility.

MOVED BY BITETTO SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2870 – DELEGATION AUTHORITY BOND ANTICIPATION NOTE (BAN) – PUBLIC WORKS OPERATIONS FACILITY.

Chief Financial Officer Kassandra Raymond addressed the Council.

PASSED BY ROLE CALL VOTE.

4. Reports

a. Council

Councilmember Cole attended the Rainier Cable Commission meeting on the 16th. She gave an overview of the meeting which was discussing the new Interlocal Agreement.

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

b. City Administrator

City Administrator Jason Wilson reported on the following items:

Upcoming Policy Issues:

- August 28, 2023 – Study Session
 - Library Capital Facilities Area Update
 - 2023 Housing Legislation Review
- September 5, 2023 – Labor Day, no meeting that week
- September 11, 2023 – Study Session
 - Ryan House
 - Operations Facility

Policy Follow-Up: In response to recent inquiries about memorials being installed in city right of way and in city parks, staff will be adding it to their workplan for a policy discussion later this year.

c. Mayor

Mayor Hayden has been helping the Sumner Bonney Lake School District by handing our backpacks full of school supplies this week. If your student has a need and you've missed out, there is another chance on Thursday (August 24th) from 3-6pm at the Family Center on Willow Street. She ended her comments by sending best wishes to all the teachers, administrator and students getting ready for this upcoming school year.

The Mayor also reminded Council, staff and the viewing public there would be a special study session following this meeting.

5. Executive Session

There was none tonight.

6. Adjournment

With no other matters before the Council, Mayor Hayden adjourned the meeting 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, Information Technology Manager Brian Cunningham and Administrative Services Director Jeff Steffens.

Mayor Hayden called to order the Special Study Session, at 6:43pm.

CALL TO ORDER

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

MAYOR HAYDEN ASKED FOR A MOTION TO MOVE THE EXECUTIVE SESSION TO THE TOP OF THE AGENDA, BEFORE SPECIAL STUDY SESSION BUSINESS.

MOVED BY HOCHSTATTER, SECONDED BY BITETTO. PASSED BY VOICE VOTE.

The Mayor adjourned the Special Study Session into Executive Session for a period of 15 minutes. In order to discuss with legal counsel pending litigation, per RCW 42.30.110(1)(i).

SPECIAL STUDY SESSION BUSINESS

1. Cyber Security Training

EXECUTIVE SESSION

1. Per RCW 42.30.110(1)(i) to discuss with legal counsel potential litigation.

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 8:35pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk



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, Communications Director Carmen Palmer, Public Works Director Mike Dahlem, Development Services Director Doug Beagle and Deputy City Attorney Maili Barber.

Mayor Hayden called to order the Study Session, at 6:03pm.

CALL TO ORDER

Roll Call: Bitetto, Brown, Cole (arrived at 6:27pm), Hochstatter, Neuman, Reed and Stuard

REGULAR BUSINESS

1. Library Capital Facility Area Update
City Administrator Jason Wilson / Pierce County Library District Executive Director Gretchen Caserotti
2. 2023 Housing Legislation Update
Community & Economic Development Director Ryan Windish

CITY ADMINISTRATOR REPORT

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 6:58pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk



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, Communications Director Carmen Palmer, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond, Deputy City Attorney Maili Barber and City Engineer Michael Kosa

Mayor Hayden called to order the Study Session, at 6:01pm.

CALL TO ORDER

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

COUNCILMEMBER STUARD WAS ABSENT.

MOVED BY BITETTO SECONDED BY COLE TO EXCUSE COUNCILMEMBER STUARD FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

REGULAR BUSINESS

1. Operations Facility Update
Drew McCarty, Engineering Specialist
2. Resolution No. 1663 – Ryan House Demolition
Drew McCarty, Engineering Specialist

CITY ADMINISTRATOR REPORT

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 6:50pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Approval of check and electronic payments in the amount of \$1,403,565.00.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Vouchers

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Approval of check and electronic payments.

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: 31722	To: 31826	\$487,008.93
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$5,706.40
Voided Check(s)	-	-	\$0.00
Voided EFT(s)	-	-	\$0.00
AP Electronic (EFTs) Payments:	From: 627	To: 636	\$238,106.24
AP Wire(s):	From: 15294	To: 15295	\$3,638.39
Payroll & Benefits Electronic Payments	From: 8/18/2023	To: 9/4/2023	\$669,105.04
Payroll & Benefits Checks	From: -	To: -	\$0.00
		TOTAL	\$1,403,565.00

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.

Kassandra Raymond
 Chief Financial Officer

9/5/2023 | 1:04 PM PDT
 Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$1,403,565.00

DocuSigned by:

Patricia Cole
 Chair

9/6/2023 | 12:55 PM PDT

Date

Barbara Bitetto
 Committee Member

9/5/2023 | 2:57 PM PDT

Date

 Committee Member

 Date

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3	AAA FIRE PROTECTION INC	31722	8/31/2023	12484613	8/17/2023			Ryan House call out and service	487.28	00157680-548000	
3	AAA FIRE PROTECTION INC	31722	8/31/2023	12484690	8/18/2023			City Hall 5 year inspections and repairs	1,272.39	00151830-548000	
3	AAA FIRE PROTECTION INC	31722	8/31/2023	12484690	8/18/2023			City Hall 5 year inspections and repairs	2,663.04	00151830-541000	
Check 31722 Total									4,422.71		
2691	ARAMARK	31723	8/31/2023	5120275011	7/6/2023			Fleet Laundry Services	22.00	55054830-541000	
2691	ARAMARK	31723	8/31/2023	5120275012	7/6/2023			Shops and Parks Laundry Services	5.25	00157680-541000	
2691	ARAMARK	31723	8/31/2023	5120275012	7/6/2023			Shops and Parks Laundry Services	26.80	40253550-541000	
2691	ARAMARK	31723	8/31/2023	5120283787	7/20/2023			Fleet Laundry Services	22.02	55054830-541000	
2691	ARAMARK	31723	8/31/2023	5120283788	7/20/2023			Shops and Parks Laundry Service	5.25	00157680-541000	
2691	ARAMARK	31723	8/31/2023	5120283788	7/20/2023			Shops and Parks Laundry Service	26.83	40253550-541000	
2691	ARAMARK	31723	8/31/2023	5120288130	7/27/2023			Fleet Laundry Services	22.02	55054830-541000	
2691	ARAMARK	31723	8/31/2023	5120288131	7/27/2023			Shops and Parks Laundry Services	5.26	00157680-541000	
2691	ARAMARK	31723	8/31/2023	5120288131	7/27/2023			Shops and Parks Laundry Services	26.82	40253550-541000	
2691	ARAMARK	31723	8/31/2023	5120289313	7/31/2023			Laundry Service - Cemetery	24.33	41053600-541000	
2691	ARAMARK	31723	8/31/2023	5120291945	8/3/2023			Fleet Laundry Services	22.02	55054830-541000	
2691	ARAMARK	31723	8/31/2023	5120291950	8/3/2023			Shops and Parks Laundry Services	5.26	00157680-541000	
2691	ARAMARK	31723	8/31/2023	5120291950	8/3/2023			Shops and Parks Laundry Services	34.49	40253550-541000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2691	ARAMARK	31723	8/31/2023	5120294166	8/7/2023			Laundry Service - Cemetery	24.33	41053600-541000	
2691	ARAMARK	31723	8/31/2023	5120296682	8/10/2023			Fleet Laundry Services	22.02	55054830-541000	
2691	ARAMARK	31723	8/31/2023	5120296683	8/10/2023			Shops and Parks Laundry Services	5.26	00157680-541000	
2691	ARAMARK	31723	8/31/2023	5120296683	8/10/2023			Shops and Parks Laundry Services	34.49	40253550-541000	
2691	ARAMARK	31723	8/31/2023	5120298431	8/14/2023			Laundry Service - Cemetery	24.33	41053600-541000	
2691	ARAMARK	31723	8/31/2023	5120299131	8/15/2023			WWTF -Laundry Service	69.48	40253585-541000	
2691	ARAMARK	31723	8/31/2023	5120300825	8/17/2023			Fleet Laundry Services	22.02	55054830-541000	
2691	ARAMARK	31723	8/31/2023	5120300826	8/17/2023			Shops and Parks Laundry Service	5.26	00157680-541000	
2691	ARAMARK	31723	8/31/2023	5120300826	8/17/2023			Shops and Parks Laundry Service	34.49	40253550-541000	
2691	ARAMARK	31723	8/31/2023	5120302687	8/21/2023			Laundry Service - Cemetery	24.33	41053600-541000	
2691	ARAMARK	31723	8/31/2023	5120303321	8/22/2023			WWTF-Laundry Service	69.31	40253585-541000	
Check 31723 Total									583.67		
6387	ALPINE PRODUCTS	31724	8/31/2023	TM-218063	7/20/2023			18" Sign Flag for CIP 20-08 Academy St Bike Lanes	606.56	32059562-563109	02008-CN-CSTRE-
6387	ALPINE PRODUCTS	31724	8/31/2023	TM-218064	7/20/2023			36" x 36" Ttraffic Revision Sign CIP 20-08 Academy	1,854.71	32059562-563109	02008-CN-CSTRE-
6387	ALPINE PRODUCTS	31724	8/31/2023	TM-219127	8/24/2023			Traffic Paint	736.14	00154260-531000	
Check 31724 Total									3,197.41		
6298	ARG INDUSTRIAL	31725	8/31/2023	T052194	2/2/2023			Float Fabrication Supplies	327.92	00157395-535000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6298	ARG INDUSTRIAL	31725	8/31/2023	T057904	8/11/2023			Brine Maker Parts	529.06	55054830-531000	
6298	ARG INDUSTRIAL	31725	8/31/2023	T057904-01	8/16/2023			Brine Maker Fittings	342.07	55054830-531000	
6298	ARG INDUSTRIAL	31725	8/31/2023	T058055	8/16/2023			Air Hose Parts	71.26	55054830-531000	
6298	ARG INDUSTRIAL	31725	8/31/2023	T058101	8/17/2023			Brine Maker Fittings	26.81	55054830-531000	
6298	ARG INDUSTRIAL	31725	8/31/2023	T058101-01	8/23/2023			Brine Parts	14.39	55054830-531000	
6298	ARG INDUSTRIAL	31725	8/31/2023	T058182	8/23/2023			Vehicle 33-103 Alt. Hose	140.36	55054830-531000	
6298	ARG INDUSTRIAL	31725	8/31/2023	T058249	8/23/2023			Vehicle E104 Parts	49.23	55054830-531000	
6298	ARG INDUSTRIAL	31725	8/31/2023	T058311	8/24/2023			WWTF-New Hose for Poly System in Solids	433.57	40253585-531018	
6298	ARG INDUSTRIAL	31725	8/31/2023	T058311	8/24/2023			WWTF - Hose for Centrifuge Poly System	433.57	40253585-531018	
								Check 31725 Total	2,368.24		
69	AUTOMATIC WILBERT VAULT CO INC	31726	8/31/2023	88159	8/14/2023			Urn Vault	335.00	41053600-534000	
69	AUTOMATIC WILBERT VAULT CO INC	31726	8/31/2023	88160	8/14/2023			Burial Vaults	4,116.00	41053600-534000	
								Check 31726 Total	4,451.00		
4572	BATTERY SYSTEMS INC	31727	8/31/2023	45762307311436	7/31/2023			WWTF - UPS Batteries	79.02	40253585-531018	
								Check 31727 Total	79.02		
5045	BCRA INC	31728	8/31/2023	31266	8/2/2023		19207	CIP 19-05 TCUW July 2023	4,270.00	40159434-563417	01905-PE- -
								Check 31728 Total	4,270.00		
4482	BERK CONSULTING INC	31729	8/31/2023	10778-07-23	8/10/2023		22058	2024 Comp Plan Update	37,767.70	00155860-541000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 31729 Total	37,767.70		
5867	BILL CLARKE ATTORNEY AT LAW	31730	8/31/2023	CS 0823	8/1/2023		22018	Legislative Lobbying - July 2023	3,000.00	00151170- 541014	
5867	BILL CLARKE ATTORNEY AT LAW	31730	8/31/2023	CS 0823	8/1/2023		22018	Legislative Lobbying - July 2023	2,250.00	40851170- 541014	
5867	BILL CLARKE ATTORNEY AT LAW	31730	8/31/2023	CS 0823	8/1/2023		22018	Legislative Lobbying - July 2023	2,250.00	40151170- 541014	
								Check 31730 Total	7,500.00		
109	BRANOM INSTRUMENT COMPANY	31731	8/31/2023	INV/2023/790 7	7/28/2023			Repair/Maintenanc e/Re-Cert on Backflow Equipment	290.88	40153450- 548005	
								Check 31731 Total	290.88		
6078	BUD CLARY FORD HYUNDAI	31732	8/31/2023	3PV612 V612	8/17/2023	18		Vehicle #10-108 2023 Ford F-150	41,121.50	55559448- 564010	
								Check 31732 Total	41,121.50		
4300	CAIRNCROSS & HEMPELMANN	31733	8/31/2023	339384	8/14/2023		19112	CIP 13-05 Golf Course - through 7/31/2023	297.50	00151541- 541000	01305-ADMIN-Admin-
								Check 31733 Total	297.50		
157	CDW GOVERNMENT, INC.	31734	8/31/2023	LC43897	8/2/2023			EOC GEAR YEALINK WIDEBAND USS HEADSETS	393.11	55151880- 535000	
157	CDW GOVERNMENT, INC.	31734	8/31/2023	LH04062	8/11/2023			EOC TECH GEAR PHONE CHARGERS	303.01	55151880- 535000	
157	CDW GOVERNMENT, INC.	31734	8/31/2023	LM39150	8/23/2023			TRIPP CAT6 IN- LINE COUPLER F/F TAA	17.37	55151880- 535000	
								Check 31734 Total	713.49		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
697	CENTURYLINK	31735	8/31/2023	206-Z20-0120 975	8/20/2023			CENTURYLINK MONTHLY BILL AUG 2023	2,283.12	55151880- 542000	
								Check 31735 Total	2,283.12		
6026	CENTURYLINK	31736	8/31/2023	652930466	8/20/2023			LUMEN LONG DISTANCE AUG 2023	28.86	55151880- 542000	
								Check 31736 Total	28.86		
4133	CITY OF ENUMCLAW	31737	8/31/2023	06782	9/1/2023		19051	July 2023 Jail services and prisoner med	800.00	00152360- 551003	
								Check 31737 Total	800.00		
185	CITY OF PUYALLUP	31738	8/31/2023	1298	8/9/2023		19072	July 2023 Prisoner Med	485.52	00152360- 551003	
								Check 31738 Total	485.52		
5969	CIVICPLUS LLC	31739	8/31/2023	263941	8/25/2023			CivicClerk- Premium Annual Fee	9,118.38	55151880- 535014	
								Check 31739 Total	9,118.38		
2035	COMCAST	31740	8/31/2023	8498 30 099 0009389	8/12/2023			COMCAST MONTHLY BILL; 8/17 - 9/16/23	1,288.53	55151880- 542000	
								Check 31740 Total	1,288.53		
6259	CONSOR	31741	8/31/2023	C221221WA.0 0 - 8	8/14/2023		22063	July 2023 CIP 19- 02 Main/Wood CM Services	56,282.00	32059530- 563514	01902-CM- -
								Check 31741 Total	56,282.00		
5744	COPIERS NORTHWEST INC	31742	8/31/2023	INV2693307	8/22/2023			MAS COPIER CLICK COUNT AUG 2023	26.47	55151880- 542000	
								Check 31742 Total	26.47		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5469	CORE & MAIN LP	31743	8/31/2023	T283667	8/4/2023			Keys for Meter Locks, 940 Water Valve Box Lid	236.76	40153450-535011	
5469	CORE & MAIN LP	31743	8/31/2023	T283667	8/4/2023			Keys for Meter Locks, 940 Water Valve Box Lid	433.75	40153450-534001	
								Check 31743 Total	670.51		
189	CORLISS RESOURCES INC	31744	8/31/2023	2021153	4/12/2023			Crushed Rock for Valley Avenue Planter Removal	356.91	00154230-531004	
189	CORLISS RESOURCES INC	31744	8/31/2023	2021154	4/12/2023			Medium Bark	359.37	00157680-531000	
189	CORLISS RESOURCES INC	31744	8/31/2023	2024462	5/26/2023			Topsoil for the Shop	67.98	40153450-531028	
189	CORLISS RESOURCES INC	31744	8/31/2023	2024462	5/26/2023			Topsoil for the Shop	67.97	40253550-531028	
189	CORLISS RESOURCES INC	31744	8/31/2023	2028294	7/20/2023			Top Soil for Restoration of Water Service on 136th	169.51	40153450-531028	
189	CORLISS RESOURCES INC	31744	8/31/2023	2029685	8/9/2023			2-way topsoil	135.78	00157680-531000	
								Check 31744 Total	1,157.52		
2164	CRYSTAL SPRINGS	31745	8/31/2023	5234348080923	8/9/2023			WWTF - Water for Lab Testing	194.82	40253585-531006	
2164	CRYSTAL SPRINGS	31745	8/31/2023	5270017082123	8/21/2023			August 2023 Water Service - Cemetery	27.67	41053600-531000	
2164	CRYSTAL SPRINGS	31745	8/31/2023	5270017082123	8/21/2023			August 2023 Water Service - Cemetery	8.21	41053600-545000	
								Check 31745 Total	230.70		
210	DAILY JOURNAL OF COMMERCE	31746	8/31/2023	3391456	8/10/2023			Advertisement: CIP 17-13 Ops Facility NPDES Notice	230.40	40859431-562001	01713-CN-CSTRM-
210	DAILY JOURNAL OF COMMERCE	31746	8/31/2023	3391604	8/15/2023			Advertisement: CIP 18-04 Rainier Prk Call for Bids	686.40	31059476-563308	01804-CN- -

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
210	DAILY JOURNAL OF COMMERCE	31746	8/31/2023	3391635	8/16/2023			Advertisement: CIP 17-13 Call for Bids Early Work	233.60	40259435-562001	01713-CN-CSEW-
210	DAILY JOURNAL OF COMMERCE	31746	8/31/2023	3391635	8/16/2023			Advertisement: CIP 17-13 Call for Bids Early Work	233.60	40859431-562001	01713-CN-CSTRM-
210	DAILY JOURNAL OF COMMERCE	31746	8/31/2023	3391635	8/16/2023			Advertisement: CIP 17-13 Call for Bids Early Work	233.60	40159434-562001	01713-CN-CWAT-
								Check 31746 Total	1,617.60		
5385	DIAMOND DETAIL	31747	8/31/2023	15405	8/2/2023			Vehicle 21-204 Detail	330.30	55054830-548000	
5385	DIAMOND DETAIL	31747	8/31/2023	15430	8/8/2023			Vehicle 21-210 Detail	429.39	55054830-548000	
								Check 31747 Total	759.69		
6083	ELECTRONIC BUSINESS MACHINES	31748	8/31/2023	AR256216	8/16/2023			PD COPIER CLICK COUNT - JULY 2023	8.98	55151880-542000	
6083	ELECTRONIC BUSINESS MACHINES	31748	8/31/2023	AR256574	8/21/2023			PD COPIER CLICK COUNT - AUG 2023	122.07	55151880-542000	
								Check 31748 Total	131.05		
6083	ELECTRONIC BUSINESS MACHINES	31749	8/31/2023	AR256575	8/21/2023			CH 2ND COPIER CLICK COUNT: 05/22/2023 to 08/21/202	823.52	55151880-542000	
								Check 31749 Total	823.52		
266	EXCEL SUPPLY COMPANY	31750	8/31/2023	143235	7/24/2023			Sewer Gloves Restock	733.65	40253550-531000	
								Check 31750 Total	733.65		
2234	FASTENAL COMPANY	31751	8/31/2023	WASUM88755	7/19/2023			WWTF-All thread and set screws for dryer gearbox	175.13	40253585-531018	
2234	FASTENAL COMPANY	31751	8/31/2023	WASUM89172	8/7/2023			Sleeve	8.43	00151830-531000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 31751 Total	183.56		
3480	FCS GROUP	31752	8/31/2023	3804-22308129	8/18/2023		23043	CIP 23-01 Utility Rate Study Analysis 8/18/23	471.56	40253585-541000	02301-PE-Design-
3480	FCS GROUP	31752	8/31/2023	3804-22308129	8/18/2023		23043	CIP 23-01 Utility Rate Study Analysis 8/18/23	471.56	40253510-541000	02301-PE-DSEW-
3480	FCS GROUP	31752	8/31/2023	3804-22308129	8/18/2023		23043	CIP 23-01 Utility Rate Study Analysis 8/18/23	471.56	40853110-541000	02301-PE-DSTRM-
3480	FCS GROUP	31752	8/31/2023	3804-22308129	8/18/2023		23043	CIP 23-01 Utility Rate Study Analysis 8/18/23	471.57	40153410-541000	02301-PE-DWAT-
								Check 31752 Total	1,886.25		
2491	FERGUSON ENT #3007-WOLSELEY IND GROUP	31753	8/31/2023	1743787	7/26/2023			Floor Drain - PW	28.85	40153450-531000	
2491	FERGUSON ENT #3007-WOLSELEY IND GROUP	31753	8/31/2023	1743787	7/26/2023			Floor Drain - PW	28.84	40253550-531000	
2491	FERGUSON ENT #3007-WOLSELEY IND GROUP	31753	8/31/2023	1743787	7/26/2023			Floor Drain - PW	28.86	40853150-531000	
2491	FERGUSON ENT #3007-WOLSELEY IND GROUP	31753	8/31/2023	1804775-1	8/18/2023			WWTF LFA 3/8 tsc	221.98	40253585-531000	
								Check 31753 Total	308.53		
5919	FRIGID FLUID CO	31754	8/31/2023	275838	8/1/2023			Equipment maintenance	760.00	41053600-548000	
								Check 31754 Total	760.00		
3351	GALLS LLC	31755	8/31/2023	025237341	8/1/2023			Small Tools and Uniform Pants for Ofc Miller	62.75	00152120-535000	
3351	GALLS LLC	31755	8/31/2023	025237341	8/1/2023			Small Tools and Uniform Pants for Ofc Miller	271.41	00152120-531026	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 31755 Total	334.16		
6067	GLOBAL DIVING & SALVAGE INC	31756	8/31/2023	138884	8/24/2023			WWTF-Dive Team for Outfall Inspection	4,000.00	40253585-541000	
								Check 31756 Total	4,000.00		
2868	GOBLE SAMPSON ASSOCIATES INC.	31757	8/31/2023	BINV0010680	8/9/2023			WWTF-Peristaltic Pump for Mag-Hydroxide Tank	6,438.60	40259438-562100	
								Check 31757 Total	6,438.60		
336	GRAINGER, DEPT 821837135	31758	8/31/2023	9803404913	8/14/2023			WWTF-Brass Fittings for NP Water Line Repair	151.11	40253585-531018	
336	GRAINGER, DEPT 821837135	31758	8/31/2023	9803947242	8/14/2023			Tyvek Suits PPE	353.99	40253550-531015	
336	GRAINGER, DEPT 821837135	31758	8/31/2023	9803947242	8/14/2023			Tyvek Suits PPE	354.00	40153450-531022	
336	GRAINGER, DEPT 821837135	31758	8/31/2023	9804180223	8/14/2023			WWTF-Brass fittings for NP water line repair	162.76	40253585-531018	
336	GRAINGER, DEPT 821837135	31758	8/31/2023	9805255115	8/15/2023			Cemetery Sprayer Pump	211.01	55054830-531000	
336	GRAINGER, DEPT 821837135	31758	8/31/2023	9809988067	8/18/2023			WWTF-Disposable Pans for Moisture Analyzer	76.68	40253585-531006	
336	GRAINGER, DEPT 821837135	31758	8/31/2023	9817093520	8/24/2023			Vehicle 33-119 Valve	108.38	55054830-531000	
								Check 31758 Total	1,417.93		
344	HACH COMPANY	31759	8/31/2023	13687581	8/7/2023			WWTF-D.O. sensor caps for AB probes	1,149.75	40253585-531018	
344	HACH COMPANY	31759	8/31/2023	13691928	8/9/2023			WWTF-D.O. sensor caps for AB probes	2,299.50	40253585-531018	
344	HACH COMPANY	31759	8/31/2023	13700795	8/16/2023			WWTF-Lab Supplies	117.35	40253585-531006	
344	HACH COMPANY	31759	8/31/2023	13700873	8/16/2023			WWTF- Lab Supplies	114.87	40253585-531006	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
344	HACH COMPANY	31759	8/31/2023	13711659	8/23/2023			WWTF- Lab Supplies	142.90	40253585-531006	
344	HACH COMPANY	31759	8/31/2023	13711925	8/24/2023			WWTF-Lab Supplies	326.42	40253585-531006	
344	HACH COMPANY	31759	8/31/2023	2215836	8/23/2023			WWTF - Credit for Returned AB D.O. Probe Caps	-3,449.25	40253585-531018	
								Check 31759 Total	701.54		
6229	HEPBURN SUPERIOR INC	31760	8/31/2023	IN126826	7/24/2023			Vases	174.18	41053600-534000	
								Check 31760 Total	174.18		
6295	HERITAGE LANDSCAPE SUPPLY GROUP INC	31761	8/31/2023	0012239909-001	8/14/2023			BASF Wasp Freeze	122.61	00157680-531000	
								Check 31761 Total	122.61		
2747	HOLDEN POLYGRAPH, LLC	31762	8/31/2023	140	8/21/2023			Pre-Employment Polygraph - M.Myers, E.Mitchell	550.00	00152120-541000	
								Check 31762 Total	550.00		
6348	INLAND ENVIRONMENTAL RESOURCES INC	31763	8/31/2023	2023-1112	8/14/2023			WWTF-Mag-Hydroxide for PH control of AB	4,516.88	40253585-531005	
								Check 31763 Total	4,516.88		
5598	INTERMOUNTAIN LOCK & SECURITY	31764	8/31/2023	3765205	8/23/2023			WWTF cores	383.81	40253585-531000	
5598	INTERMOUNTAIN LOCK & SECURITY	31764	8/31/2023	3765414	8/23/2023			WWTF Cores	383.81	40253585-531000	
								Check 31764 Total	767.62		
1142	INTERWEST METALS INC	31765	8/31/2023	470428	8/24/2023			Brine Parts	78.01	55054830-531000	
								Check 31765 Total	78.01		
6031	JAMAR TECHNOLOGIES INC	31766	8/31/2023	0061189	7/19/2023			Traffic Counter Supplies	627.00	00154310-548000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 31766 Total	627.00		
425	JCI JONES CHEMICALS INC	31767	8/31/2023	920629	8/11/2023			Chlorine and Deposit for Containers	4,150.76	40153450-531005	
425	JCI JONES CHEMICALS INC	31767	8/31/2023	920652	8/11/2023			Credit for Return of Chlorine Cylinders	-700.00	40153450-531005	
								Check 31767 Total	3,450.76		
1270	JENNINGS EQUIPMENT INC	31768	8/31/2023	46551P	8/21/2023			Parks Mower Parts	151.89	55054830-531000	
								Check 31768 Total	151.89		
5355	J JONES & ASSOCIATES LLC	31769	8/31/2023	3146	8/16/2023		22041	CIP 22-03 Task Order Cemetery Bldg	7,850.00	41559436-562110	02203-PE- -
								Check 31769 Total	7,850.00		
459	L & L PRINTING INC	31770	8/31/2023	160530	7/26/2023			34 X 44 Full Color Map	2.65	40153410-541000	
459	L & L PRINTING INC	31770	8/31/2023	160530	7/26/2023			34 X 44 Full Color Map	2.66	40253510-541000	
459	L & L PRINTING INC	31770	8/31/2023	160530	7/26/2023			34 X 44 Full Color Map	2.67	40853110-541000	
								Check 31770 Total	7.98		
205	L. N. CURTIS & SONS	31771	8/31/2023	INV726317	7/13/2023			Tactical Pants and Patrol Boots Ofc Allensworth	288.52	00152120-531026	
205	L. N. CURTIS & SONS	31771	8/31/2023	INV737794	8/18/2023			2 Ball caps for Officer Vento	72.64	00152120-531026	
205	L. N. CURTIS & SONS	31771	8/31/2023	INV737800	8/18/2023			3 Uniform pants for BLEA Academy - Officer Miller	229.92	00152120-531026	
								Check 31771 Total	591.08		
6250	LARSON & ASSOCIATES, LAND SURVEYORS, AND ENGINEERS	31772	8/31/2023	242271	8/15/2023			Design review and short plat	4,025.00	00155850-541000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 31772 Total	4,025.00		
6169	MADDEN FABRICATION	31773	8/31/2023	538	8/17/2023	10		Portland Loo - Rainier View Park	78,785.00	31059476-563308	
								Check 31773 Total	78,785.00		
6027	MCLENDON HARDWARE	31774	8/31/2023	G60068/3	7/28/2023			WWTF-Parts for RO water system in Lab	17.70	40253585-531018	
6027	MCLENDON HARDWARE	31774	8/31/2023	G61761/3	7/31/2023			Padlock for Traffic Counters	19.34	00154310-531000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G63301/3	8/2/2023			Shop cleaners and supplies	66.48	41053600-531000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G66012/3	8/6/2023			WWTF-Plywood for Lift ST#5 panel cover	61.09	40253550-531008	
6027	MCLENDON HARDWARE	31774	8/31/2023	G67129/3	8/8/2023			Public RR WWTF straps	5.07	00151830-531000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G68675/3	8/10/2023			Garbage Bags for Shops	26.47	00154230-531000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G68675/3	8/10/2023			Garbage Bags for Shops	26.46	40853150-531000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G69967/3	8/12/2023			Lift Station - Paint for Station 5	83.22	40253550-531008	
6027	MCLENDON HARDWARE	31774	8/31/2023	G71067/3	8/14/2023			Parks Bld AC unit	560.08	00151830-535000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G71228/3	8/14/2023			WWTF - Parts for Mounting Lab Air Compressor	2.67	40253585-531006	
6027	MCLENDON HARDWARE	31774	8/31/2023	G71482/3	8/15/2023			WWTF Water Heater cnctrs, bshng, cplr	91.39	40253585-531000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G71497/3	8/15/2023			Air Conditioner Fleet Office	467.39	55054830-535000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G71622/3	8/15/2023			WWTF Water heater vlvs, tape, pvc, pipe	69.83	40253585-531000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6027	MCLENDON HARDWARE	31774	8/31/2023	G72833/3	8/17/2023			WWTF - Parts for Primary 2 Clarifier Sampler	7.22	40253585-531018	
6027	MCLENDON HARDWARE	31774	8/31/2023	G72932/3	8/17/2023			Rainier View Irrig lbw, pipe	10.15	00157680-531000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G75206/3	8/21/2023			Misc Hardware	16.27	55054830-531000	
6027	MCLENDON HARDWARE	31774	8/31/2023	G75744/3	8/22/2023			WWTF - AB3 Repair Products - Stop Rust	23.41	40253585-531018	
6027	MCLENDON HARDWARE	31774	8/31/2023	G76099/3	8/22/2023			WWTF - AB3 Painting supplies	51.87	40253585-531018	
								Check 31774 Total	1,606.11		
5838	MURREYS DISPOSAL CO INC	31775	8/31/2023	11535469S111	8/1/2023			Shops Garbage; Acct#2111-48024440; July 2023	184.68	40153450-547000	
5838	MURREYS DISPOSAL CO INC	31775	8/31/2023	11535469S111	8/1/2023			Shops Garbage; Acct#2111-48024440; July 2023	184.69	40253550-547000	
5838	MURREYS DISPOSAL CO INC	31775	8/31/2023	11535469S111	8/1/2023			Shops Garbage; Acct#2111-48024440; July 2023	184.69	40853150-547000	
5838	MURREYS DISPOSAL CO INC	31775	8/31/2023	11535469S111	8/1/2023			Shops Garbage; Acct#2111-48024440; July 2023	184.68	00154230-547000	
5838	MURREYS DISPOSAL CO INC	31775	8/31/2023	11536520S111	8/1/2023			Cemetery Garbage Svc-Acct #2111-41174775; July2023	276.50	41053600-547000	
								Check 31775 Total	1,015.24		
555	NATIONAL SAFETY INC	31776	8/31/2023	0683311-IN	3/15/2023			Extra Rain Pants and Rain Jacket - Shops	41.80	40153450-531000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
555	NATIONAL SAFETY INC	31776	8/31/2023	0683311-IN	3/15/2023			Extra Rain Pants and Rain Jacket - Shops	41.80	40253550-531000	
555	NATIONAL SAFETY INC	31776	8/31/2023	0683311-IN	3/15/2023			Extra Rain Pants and Rain Jacket - Shops	41.80	40853150-531000	
555	NATIONAL SAFETY INC	31776	8/31/2023	0683311-IN	3/15/2023			Extra Rain Pants and Rain Jacket - Shops	41.77	00154230-531000	
555	NATIONAL SAFETY INC	31776	8/31/2023	0697491-IN	8/4/2023			Leather Gloves for Shops - Storm	43.63	40853150-531000	
555	NATIONAL SAFETY INC	31776	8/31/2023	0698078-IN	8/11/2023			First Aid Kit for Central Well, Lens Wipes	5.95	40153450-531000	
555	NATIONAL SAFETY INC	31776	8/31/2023	0698078-IN	8/11/2023			First Aid Kit for Central Well, Lens Wipes	5.96	40253550-531000	
555	NATIONAL SAFETY INC	31776	8/31/2023	0698078-IN	8/11/2023			First Aid Kit for Central Well, Lens Wipes	5.95	40853150-531000	
555	NATIONAL SAFETY INC	31776	8/31/2023	0698078-IN	8/11/2023			First Aid Kit for Central Well, Lens Wipes	5.95	00154230-531000	
555	NATIONAL SAFETY INC	31776	8/31/2023	0698078-IN	8/11/2023			First Aid Kit for Central Well, Lens Wipes - Shops	106.93	40153450-531000	
Check 31776 Total									341.54		
6313	NISQUALLY INDIAN TRIBE	31777	8/31/2023	36250	5/31/2023		23017	April-May 2023 Prisoner Med	46.59	00152360-551003	
6313	NISQUALLY INDIAN TRIBE	31777	8/31/2023	36264	6/30/2023		23017	June 2023 Prisoner Med	36.73	00152360-551003	
Check 31777 Total									83.32		
564	NORTH CENTRAL LABORATORIES	31778	8/31/2023	490744	8/1/2023			WWTF - Lab Supplies	130.85	40253585-531006	
Check 31778 Total									130.85		

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
562	NORTHWEST BIOSOLIDS MGMT ASSOC	31779	8/31/2023	2021-926	7/13/2023			Registration: D.Lee-WWTF Biosolids Training Class	675.00	40253585-549003	
562	NORTHWEST BIOSOLIDS MGMT ASSOC	31779	8/31/2023	2021-927	7/10/2023			WWTF - Biosolids Training Class	675.00	40253585-549003	
								Check 31779 Total	1,350.00		
3934	O'REILLY AUTO PARTS	31780	8/31/2023	4478-225340	8/11/2023			Bulbs for Stock	4.71	55054830-531000	
3934	O'REILLY AUTO PARTS	31780	8/31/2023	4478-226011	8/15/2023			Cemetery Shop-Cargo Straps	65.68	41053600-531000	
3934	O'REILLY AUTO PARTS	31780	8/31/2023	4478-226164	8/16/2023			Fleet Air Hoses	127.00	55054830-535000	
3934	O'REILLY AUTO PARTS	31780	8/31/2023	4478-226168	8/16/2023			Vehicle 10-103 Sensor	53.33	55054830-531000	
3934	O'REILLY AUTO PARTS	31780	8/31/2023	4478-226377	8/17/2023			Vehicle 33-004 Parts	35.42	55054830-531000	
								Check 31780 Total	286.14		
5780	ON-TARGET SOLUTIONS GROUP INC	31781	8/31/2023	3852	8/17/2023			Supervisor Training for 4 Officers	1,200.00	00152120-549003	
								Check 31781 Total	1,200.00		
9999	Mary Morton	31782	8/31/2023	Morton Utility Refun	8/24/2023			Refund -CR Bal after Final Bill, Acct#6106-6106	38.02	40234350-343500	
								Check 31782 Total	38.02		
6266	OSBORN CONSULTING INC	31783	8/31/2023	8605	7/27/2023		22059	CIP 22-06 Salmon Creek Culverts 6/30/2023	4,768.75	40859431-563445	02206-PE- -
								Check 31783 Total	4,768.75		
6401	PACIFIC COAST CARBON	31784	8/31/2023	23294	8/2/2023			WWTF - Gravity Thickener Carbon Change Out	7,593.83	40253585-548000	
								Check 31784 Total	7,593.83		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2370652	7/25/2023			Marker-Latherow	1,144.25	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2370653	7/25/2023			Marker-Bussey	395.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2370654	7/25/2023			Marker-Pogue	477.25	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2370657	7/25/2023			Marker-Guandong	415.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2370658	7/25/2023			Marker-Block	550.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2370659	7/25/2023			Marker-Fochtman	725.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2370660	7/25/2023			Marker - Gilliam-Barret	1,144.25	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2380195	8/1/2023			Marker-Baker	710.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	31785	8/31/2023	2380529	8/17/2023			Marker-Gasser	415.00	41053600-534000	
								Check 31785 Total	5,975.75		
3436	PARAMETRIX	31786	8/31/2023	46858	7/19/2023		22028	Task Order CIP 21-15 Stewart Pond Repair 6/30/23	1,032.50	40859431-563457	02115-PE- -
								Check 31786 Total	1,032.50		
6214	PBS ENGINEERING & ENVIRONMENTAL INC	31787	8/31/2023	0041825.000 - 12	8/17/2023		22038	CIP 22-04 Sumner Texaco Remed. 7/1-7/28/23	1,885.00	31059476-563312	02204-PE-Design-
								Check 31787 Total	1,885.00		
463	PCRCO LLC	31788	8/31/2023	39470	7/31/2023			Shops Street Sweepings, Parks Garbage - #2190H-406	2,654.96	40853150-547000	
463	PCRCO LLC	31788	8/31/2023	39470	7/31/2023			Shops Street Sweepings, Parks Garbage - #2190H-406	604.93	00157680-547000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 31788 Total	3,259.89		
627	PIERCE COUNTY BUDGET & FINANCE	31789	8/31/2023	CI-338457	8/18/2023		19075	July 2023 Jail services and prisoner med	4,103.78	00152360- 551003	
								Check 31789 Total	4,103.78		
4513	PLATT ELECTRIC SUPPLY	31790	8/31/2023	4E78785	8/25/2023			WWTF - Influent Fine Screen Transmitter	1,590.78	40253585- 531018	
4513	PLATT ELECTRIC SUPPLY	31790	8/31/2023	4H50769	8/11/2023			WWTF - WIFI Network Upgrade	456.41	40253585- 531018	
4513	PLATT ELECTRIC SUPPLY	31790	8/31/2023	4H82880	8/16/2023			WWTF - Plant WIFI Upgrade	98.19	40253585- 531018	
4513	PLATT ELECTRIC SUPPLY	31790	8/31/2023	4H90001	8/16/2023			WWTF - Plant WIFI Upgrade	75.29	40253585- 531018	
4513	PLATT ELECTRIC SUPPLY	31790	8/31/2023	4I02402	8/17/2023			WWTF - Plant WIFI Upgrade	10.76	40253585- 531018	
4513	PLATT ELECTRIC SUPPLY	31790	8/31/2023	4I04195	8/17/2023			WWTF - Plant WIFI Upgrade	47.52	40253585- 531018	
								Check 31790 Total	2,278.95		
5802	PACIFIC NORTHWEST CLEAN WATER ASSN	31791	8/31/2023	6244	7/31/2023			Registration: R.Basinger - "PNCWA 2023 Conference"	563.50	40253585- 549003	
								Check 31791 Total	563.50		
678	PUGET SOUND ENERGY	31792	8/31/2023	90791195	6/20/2023			Contract Acct #400003878461 Kincaid St Removals	2,721.28	32059530- 563310	01905-CN-CSTRE-
								Check 31792 Total	2,721.28		
678	PUGET SOUND ENERGY	31793	8/31/2023	22003001551 9-8/2023	8/11/2023			13114 63rd St E # Job Shack (Parks' Temp Office)	99.45	00157680- 547000	
678	PUGET SOUND ENERGY	31793	8/31/2023	22003021376 7-08/2023	8/11/2023			902 Kincaid Ave (Facilities)	508.12	00151830- 547000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
678	PUGET SOUND ENERGY	31793	8/31/2023	300000004006-08/2023	8/14/2023			Rivergrove & 72nd St E / 1509 45th St E Pump	136.85	40253550-547000	
678	PUGET SOUND ENERGY	31793	8/31/2023	300000007561-08/2023	8/14/2023			Mutiple Street Lights	8,980.30	00154260-547001	
678	PUGET SOUND ENERGY	31793	8/31/2023	90796624	8/14/2023		23057	CIP18-03 24th ST E Pump Job#101165260/400003916113	41,091.81	40259435-563429	01803-CN-CSEW-
								Check 31793 Total	50,816.53		
5757	QCC QUALITY CONTROLS CORPORATION	31794	8/31/2023	P0015-9-12	7/21/2023		22020	T2206 Task Order SCADA Support June 2023	148.50	40253550-541020	
5757	QCC QUALITY CONTROLS CORPORATION	31794	8/31/2023	P2192-1	7/24/2023		22037	T2212 West Well HMI Upgrades	11,607.00	40153410-541000	
								Check 31794 Total	11,755.50		
5833	RAINIER ARMS LLC	31795	8/31/2023	SPD526137-1	8/15/2023			Night Vision Monocular for Ofc Iverson	154.70	00152120-535000	
								Check 31795 Total	154.70		
5872	ROSEN SUPPLY CO	31796	8/31/2023	024971 01	8/14/2023			WWTF Wtr Heater, vlv, rdc	1,020.65	40253585-535000	
5872	ROSEN SUPPLY CO	31796	8/31/2023	025039 01	8/15/2023			WWTF fxm gas cnc	37.87	40253585-531000	
								Check 31796 Total	1,058.52		
5552	S & S METAL FABRICATION INC	31797	8/31/2023	92218	8/8/2023			Vehicle 21-201 Filler Panels	75.00	55054830-531000	
								Check 31797 Total	75.00		
5590	SECURITAS TECHNOLOGY CORP	31798	8/31/2023	6003429891	7/17/2023			Service/Labor - Cemetery	313.79	41053600-548000	
								Check 31798 Total	313.79		
800	SHOPE CONCRETE PRODUCTS	31799	8/31/2023	10028792	8/10/2023			Catch Basins for Gary St	446.68	40853150-531000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 31799 Total	446.68		
806	SIR SPEEDY	31800	8/31/2023	142079	8/7/2023			Sound Transit notice of hearing signage	151.11	00155850-544000	
								Check 31800 Total	151.11		
4045	PRO-TOW	31801	8/31/2023	41611	8/14/2023			Tow for vehicle blocking during city event	419.86	00152120-541000	
								Check 31801 Total	419.86		
809	SMALL & SONS OIL DIST CO	31802	8/31/2023	S239950	7/7/2023			WWTF - Oil for equipment	1,676.09	40253585-531018	
								Check 31802 Total	1,676.09		
4763	SMART CHOICE TIRES	31803	8/31/2023	1111805	8/16/2023			Vehicle 10-102 Tire Sensor (installed)	78.79	55054830-548000	
4763	SMART CHOICE TIRES	31803	8/31/2023	1111823	8/18/2023			10-103 Sensor (Installed)	78.79	55054830-548000	
								Check 31803 Total	157.58		
816	SNIDER & SON INC	31804	8/31/2023	0501345-IN	8/22/2023			PW Bulk Fuel	792.03	55054830-532000	
								Check 31804 Total	792.03		
3240	SOUND PUBLISHING INC	31805	8/31/2023	ECH979887	7/12/2023			Advertisement: CIP 22-03 Cemetery Facility Bids	482.65	41559436-562110	02203-CN- -
								Check 31805 Total	482.65		
125	SOUND UNIFORM SOLUTIONS / BRATWEAR	31806	8/31/2023	202308SU024	8/2/2023			2 Patrol Uniform Shirts w/patches Ofc Cuellar	140.08	00152120-531026	
								Check 31806 Total	140.08		
2220	STANDARD PARTS CORP	31807	8/31/2023	216813	8/8/2023			Vehicle 33-135 Parts	30.57	55054830-531000	
2220	STANDARD PARTS CORP	31807	8/31/2023	216858	8/8/2023			Vehicle 33-135 Parts	17.07	55054830-531000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2220	STANDARD PARTS CORP	31807	8/31/2023	217304	8/15/2023			DEF Stock	297.66	55054830-531000	
								Check 31807 Total	345.30		
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3543139787	7/22/2023			WWTF-Office supplies and duct tape	213.73	40253585-531000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3543139788	7/22/2023			WWTF-Hand Soap Dispenser	115.60	40253585-535000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3543139789	7/22/2023			WWTF-Hand Soap	84.71	40253585-531000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3543741618	7/29/2023			Essentials 200 Stool New Chair for Courtney L.	76.64	40153410-535000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3543741618	7/29/2023			Essentials 200 Stool New Chair for Courtney L.	76.64	40253510-535000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3543741618	7/29/2023			Essentials 200 Stool New Chair for Courtney L.	76.66	40853110-535000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3544464228	8/5/2023			Batteries for the PD	107.95	00152120-531000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3544464229	8/5/2023			Shop supplies/stock	9.18	40153450-531000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3544464229	8/5/2023			Shop supplies/stock	9.18	40853150-531000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3544464229	8/5/2023			Shop supplies/stock	9.17	40253550-531000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3544464229	8/5/2023			Shop supplies/stock	9.15	00154230-531000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3544464230	8/5/2023			WWTF - Supplies for Plant	349.48	40253585-531000	
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3544464231	8/5/2023			Copy Paper	146.15	00151890-531000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3271	STAPLES BUSINESS ADVANTAGE	31808	8/31/2023	3544889912	8/12/2023			Misc Consumable Office Supplies for PD	590.12	00152120-531000	
								Check 31808 Total	1,874.36		
5855	SUMNER LAWN 'N SAW	31809	8/31/2023	119149	8/14/2023			PW Honda Mower Parts	32.41	55054830-531000	
								Check 31809 Total	32.41		
4874	SUNBELT RENTALS	31810	8/31/2023	142190353-0001	7/21/2023			WWTF-Rental for conduit bender for Dryer panel	83.75	40253585-545000	
								Check 31810 Total	83.75		
5216	SUNSET FORD	31811	8/31/2023	114340	8/2/2023			Vehicle 09-009 Parts	12.88	55054830-531000	
								Check 31811 Total	12.88		
920	TACOMA RUBBER STAMP	31812	8/31/2023	I-714377-1	8/7/2023			PE Stamp for Andrew Leach	22.45	40153410-531000	
920	TACOMA RUBBER STAMP	31812	8/31/2023	I-714377-1	8/7/2023			PE Stamp for Andrew Leach	22.45	40253510-531000	
920	TACOMA RUBBER STAMP	31812	8/31/2023	I-714377-1	8/7/2023			PE Stamp for Andrew Leach	22.49	40853110-531000	
								Check 31812 Total	67.39		
882	TEKS SERVICES,INC	31813	8/31/2023	55808	6/15/2023			MIC Business Meeting Flyer - Ann. B	15.86	40853110-541000	
882	TEKS SERVICES,INC	31813	8/31/2023	56274	8/14/2023			Sound transit notice of hearing mailing	141.48	00155850-544000	
882	TEKS SERVICES,INC	31813	8/31/2023	56306	8/18/2023			Pet License Renewal Mailings Aug 23	123.98	44055430-549005	
882	TEKS SERVICES,INC	31813	8/31/2023	56306	8/18/2023			Pet License Renewal Mailings Aug 23	279.72	44055430-542000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 31813 Total	561.04		
5561	TIERRA RIGHT OF WAY SERVICES	31814	8/31/2023	2301345	8/9/2023		19015	CIP 14-10 WRRP Right of Way Services 7/2023	1,288.02	40859431-563419	01410-ROW-ROW-
								Check 31814 Total	1,288.02		
901	TMG SERVICES INC	31815	8/31/2023	0050404-IN	8/9/2023			Chlorine System Parts	3,211.03	40153450-531024	
901	TMG SERVICES INC	31815	8/31/2023	0050450-IN	8/15/2023			Chlorine Sensor County Springs	509.00	40153450-531019	
								Check 31815 Total	3,720.03		
4499	U.S. BANK CORP. PAYMENT SYSTEM	31816	8/31/2023	08-25-2023 Statement	8/25/2023			Aug 25, 2023 Purchase Cards #4246-0445-5573-2340	21,258.40	001-213150	
								Check 31816 Total	21,258.40		
6304	USA BLUEBOOK	31817	8/31/2023	INV00077663	7/19/2023			WWTF-Brass hose "Y" fitting	64.80	40253585-531000	
								Check 31817 Total	64.80		
4933	VAN NESS FELDMAN LLP	31818	8/31/2023	440348	7/26/2023		19010	WRRP Golf Course through 6/30/2023	2,400.00	40859431-563419	01410-PE-DSTRM-
								Check 31818 Total	2,400.00		
6061	VEGA AMERICAS INC	31819	8/31/2023	428996	1/19/2022			Lift Station - Radar Level Detectors	2,925.14	40253550-531008	
6061	VEGA AMERICAS INC	31819	8/31/2023	442346	5/27/2022			WWTF - Influent Wetwell Level Pressure Transmitter	1,981.99	40253585-531018	
								Check 31819 Total	4,907.13		
967	VWR INTERNATIONAL, INC.	31820	8/31/2023	8813768001	8/16/2023			WWTF-Lab Supplies	36.38	40253585-531006	
967	VWR INTERNATIONAL, INC.	31820	8/31/2023	8813819771	8/22/2023			WWTF-Lab Supplies	63.08	40253585-531006	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
967	VWR INTERNATIONAL, INC.	31820	8/31/2023	8813819772	8/22/2023			WWTF-Lab Supplies	36.66	40253585-531006	
967	VWR INTERNATIONAL, INC.	31820	8/31/2023	8813829759	8/23/2023			WWTF-Floor Mat for Lab	38.15	40253585-531000	
967	VWR INTERNATIONAL, INC.	31820	8/31/2023	8813831523	8/23/2023			WWTF-Lab Supplies	15.55	40253585-531006	
								Check 31820 Total	189.82		
5970	FIVE STAR MECHANICAL INC	31821	8/31/2023	0000129723	8/22/2023			WWTF mini split call out - repair	860.94	40253585-548000	
								Check 31821 Total	860.94		
1022	WATER MANAGEMENT LABORATORIES	31822	8/31/2023	213682	8/7/2023			7/19/23 Total Coliform (Qty. 8), PU Fee	216.45	40153450-541022	
								Check 31822 Total	216.45		
3099	WAXIE SANITARY SUPPLY	31823	8/31/2023	81888028	8/7/2023			Toilet Paper for Shops/Fleet	17.79	40153450-531000	
3099	WAXIE SANITARY SUPPLY	31823	8/31/2023	81888028	8/7/2023			Toilet Paper for Shops/Fleet	17.79	40253550-531000	
3099	WAXIE SANITARY SUPPLY	31823	8/31/2023	81888028	8/7/2023			Toilet Paper for Shops/Fleet	17.79	40853150-531000	
3099	WAXIE SANITARY SUPPLY	31823	8/31/2023	81888028	8/7/2023			Toilet Paper for Shops/Fleet	17.81	00154230-531000	
								Check 31823 Total	71.18		
6310	WISS, JANNEY, ELSTNER ASSOCIATES INC	31824	8/31/2023	0552976	7/20/2023		23008	CIP 19-07 Ryan House Rehab CN Docs 7/2/23	30,386.60	32559481-563205	01907-PE-Design-
								Check 31824 Total	30,386.60		
1070	ZEP SALES & SERVICE	31825	8/31/2023	9008842202	8/7/2023			WWTF - Penetrating Oil	233.97	40253585-531018	
1070	ZEP SALES & SERVICE	31825	8/31/2023	9008857659	8/9/2023			WWTF - Penetrating Oil	157.33	40253585-531018	
								Check 31825 Total	391.30		

Sumner, WA
Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
4743	ZONES INC	31826	8/31/2023	K21466430101	8/22/2023			DOCUSIGN ANNUAL SUBSCRIPTION 1000 ENVELOPES	8,373.74	55151880-535014	
Check 31826 Total									8,373.74		
Grand Total									487,008.93		

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

Kassandra Raymond

Signed

9/5/2023 | 1:04 PM PDT

Date

Use Tax**City of Sumner, WA****Use Tax Report 08/18/2023 to 08/31/2023**

VENDOR	DOCUMENT INVOICE ACCOUNT	INVOICE	DESCRIPTION	PAID DATE TO BE PAID	RATE FROM	LINE	TAXABLE AMOUNT	USE TAX
564	32953 40253585-531006-	490744	wwTF - Lab Supplies	08/31/2023 402-237102-	9.500	1	130.85	12.43
2691	32590 55054830-541000-	5120275011	Fleet Laundry Servi	08/31/2023 550-237102-	.100	1	20.11	.02
2691	32601 00157680-541000-	5120275012	Shops and Parks Lau	08/31/2023 001-237102-	.100	1	29.30	.01
2691	32601 40253550-541000-	5120275012	Shops and Parks Lau	08/31/2023 402-237102-	.100	2	29.30	.02
5919	32707 41053600-548000-	275838	Equipment mainten	08/31/2023 410-237102-	9.500	1	760.00	72.20
5942	32540 55151880-541000-	2023- 0002	support svcs 300 cr	08/31/2023 551-237102-	9.500	1	52,500.00	4,987.50
5969	32819 55151880-535014-	263941	CivicClerk- Premium	08/31/2023 551-237102-	.100	1	8,334.90	8.34
6031	32828 00154310-548000-	0061189	Traffic Counter Sup	08/31/2023 001-237102-	9.500	1	627.00	59.57
6061	32780 40253585-531018-	442346	wwTF - Influent wet	08/31/2023 402-237102-	9.400	1	1,981.99	186.31
6067	32768 40253585-541000-	138884	wwTF-Dive Team for	08/31/2023 402-237102-	9.500	1	4,000.00	380.00

City of Sumner, WA



Use Tax Account Totals

Account	Amount	Discount Percent	Net Amount
001-237102-	\$ 59.58	0.000 %	\$ 59.58
402-237102-	\$ 578.76	0.000 %	\$ 578.76
410-237102-	\$ 72.20	0.000 %	\$ 72.20
550-237102-	\$.02	0.000 %	\$.02
551-237102-	\$ 4,995.84	0.000 %	\$ 4,995.84

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

Grand Total Use Tax: \$5,706.40

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3864	BASINGER, RON	627	8/31/2023	8/2023 Travel Reimbu	8/25/2023			Reimb: "Muni Budget & Fiscal Mgmt" Conf Expenses	835.57	40253585-543000	
								Check 627 Total	835.57		
5813	CENTRAL PAVING, LLC	628	8/31/2023	Pay Est. #1 - Final	8/21/2023		23048	2023 Crack Seal Application - Pay Estimate #1 Fina	178,280.00	00154230-548009	
								Check 628 Total	178,280.00		
369	HOUSELOG, LOREN	629	8/31/2023	Tuition Reimb 08/23	8/15/2023			Tuition Reimbursement - Central State University	425.00	00152120-549003	
								Check 629 Total	425.00		
3695	MILES RESOURCES LLC	630	8/31/2023	347795	7/31/2023			Asphalt for Storm on Cherry Avenue	197.01	40853150-531000	
3695	MILES RESOURCES LLC	630	8/31/2023	348442	8/21/2023			Asphalt - Sewer c/o Installation	439.88	40253550-531015	
								Check 630 Total	636.89		
2148	PALMER, CARMEN	631	8/31/2023	Per Diem - AWC 8/10	8/29/2023			Per Diem - AWC Budget Workshop, Leavenworth 8/10	121.25	00151315-543000	
								Check 631 Total	121.25		
4549	SCHLIESMAN, JEREMIAH	632	8/31/2023	SCHLIESMAN SWATWEEK23	8/21/2023			Per Diem Schliesman - SWAT Week 2023	172.50	00152120-543000	
4549	SCHLIESMAN, JEREMIAH	632	8/31/2023	SCHLIESMAN SWNIPER23	8/21/2023			Per Diem Det. Schliesman - Sniper Training	403.25	00152120-543000	
								Check 632 Total	575.75		
5942	STONESHARE CORP	633	8/31/2023	2023- 0002	8/1/2023	32		Support Svcs 300 credits(300 hours) expiry 7/31/24	52,500.00	55151880-541000	

Sumner, WA
Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 633 Total	52,500.00		
5922	TCF ARCHITECTURE PLLC	634	8/31/2023	20230725	7/31/2023		20032	CIP 17-13 Ops Facility Design July 2023	4,375.00	32559481-562001	01713-PE-Design-
								Check 634 Total	4,375.00		
1003	WELLS, JOHN	635	8/31/2023	J. Wells June Reimb	6/23/2023			CDL DOL Reimbursement License Renewal and Fee	35.02	40153450-549004	
1003	WELLS, JOHN	635	8/31/2023	J. Wells June Reimb	6/23/2023			CDL DOL Reimbursement License Renewal and Fee	35.02	40253550-549004	
1003	WELLS, JOHN	635	8/31/2023	J. Wells June Reimb	6/23/2023			CDL DOL Reimbursement License Renewal and Fee	35.02	40853150-549004	
1003	WELLS, JOHN	635	8/31/2023	J. Wells June Reimb	6/23/2023			CDL DOL Reimbursement License Renewal and Fee	35.02	00154230-549004	
								Check 635 Total	140.08		
2672	WILSON, JASON	636	8/31/2023	Reimb 08/2023	8/18/2023			Reimb: Per Diem, Mileage, Uber - WCMA Conf	216.70	00151310-543000	
								Check 636 Total	216.70		
								Grand Total	238,106.24		

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

Kassandra Raymond

Signed

9/5/2023 | 1:04 PM PDT

Date



Sumner, WA
Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5539	REDQUOTE INC	15294	8/18/2023	HRA 08/18/2023	8/18/2023			2023 HRA Med/Rx Co-Ins Reimbursements	3,430.06	00151730- 521020	
								Check 15294 Total	3,430.06		
5539	REDQUOTE INC	15295	8/25/2023	FSA 08/25/2023	8/25/2023			2023 FSA Med/Rx Co-Ins Reimbursements	208.33	61551790- 529000	
								Check 15295 Total	208.33		
								Grand Total	3,638.39		

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

Kassandra Raymond

9/5/2023 | 1:04 PM PDT

Signature

Date

Payroll

From: [Laura Hall](#)
To: [Norman Shadlow](#)
Subject: Voucher Certification - PPE 8/15
Date: Thursday, August 17, 2023 8:56:10 AM

Hi Norm, here are the details for PPE 8/15:

Payroll and Benefit Electronic Payments 08/18/2023 – 09/04/2023 in the amount \$669,105.04

Laura Hall, CPP | Finance & Payroll Specialist

City of Sumner

1104 Maple Street | Sumner, WA 98390

(253) 299-5547



SUBJECT: Right-of-Way Use Agreement – 24th St. Billboard

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. ROW Use Agreement Amendment

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The City and Pacific Outdoor Advertising, L.L.C. entered into a Right of Way agreement for maintaining and operating outdoor advertising structures in March of 2019, with an option to renew the agreement. As outlined in the original agreement, the parties have chosen to exercise the renewal clause for another 5 years, commencing on January 1, 2024. This billboard is located west of 167, near the 24th St. on/off ramp in City-owned right of way.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the Mayor to extend the right of way agreement with Pacific Outdoor Advertising, L.L.C., for an additional 5 years, commencing on January 1, 2024 at an annual rental value of \$7,075.

AMENDMENT TO RIGHT OF WAY AGREEMENT

(Lease #20068)

THIS ROW USE AGREEMENT AMENDMENT (this "Amendment"), dated to be effective the 1st Day of January 2024 (the "Effective Date"), is made and entered into by and between PACIFIC OUTDOOR ADVERTISING L.L.C., a Delaware Limited Liability Company ("Lessee"), and the CITY OF SUMNER, a Washington Municipal corporation ("City").

RECITALS

- A. City and Lessee, (collectively, the "Parties" and each, individually, a "Party") are parties to that certain Right of Way Agreement, originally dated March 29, 2019 (the "Right of Way Agreement").
- B. Pursuant to the Agreement, Lessee is leasing from City certain real property described there in for the purpose of maintaining and operating outdoor advertising structures.
- C. The Parties desire to amend and modify certain terms of the Lease as provided herein.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Right of Way Agreement.
- 2. Lease Term: The subsequent term shall be for 5 years and commence on January 1st, 2024.
- 3. Lease Payment: Pacific Outdoor Advertising L.L.C. (Lessee) shall pay the City of Sumner \$6,270 per year, plus an additional amount of \$805, constituting .1284% of the annual rent to cover mandatory leasehold excise tax for a total annual payment of **\$7,075**. All payments made to the City for the subsequent term shall be paid annually in advance, on or before January 1st of each year.
- 4. Except as amended or modified hereby, all other terms of the Right of Way Agreement shall remain unaltered and in full force and effect.
- 5. This Amendment may be executed in one or more counterparts, each of which shall be deemed and original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment with the intention that it become effective on January 1, 2024.

LESSEE:

PACIFIC OUTDOOR ADVERTISING, L.L.C.

Tom LeClair
Partner

Date: _____

OWNER:

CITY OF SUMNER

Kathy Hayden
Mayor

Date: _____

SUBJECT: 902 Kincaid Lease Agreement - Sound Transit Parking Garage Construction

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 902 Kincaid Lease Agreement

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

Sound Transit is embarking on the construction of the much-anticipated parking garage at the Sumner Sounder Station. Sound Transit's design/build contractor (Harbor Pacific) approached the City with a request to utilize a portion of the 902 Kincaid building as a construction office for engineering and construction management staff, in addition to the parking lot for construction personnel vehicles. The City entered into negotiations with the contractor and settled on a fair market rental value of \$3,000/month, plus mandatory leasehold excise tax, for a total monthly rent of \$3,385.20. The initial term of the lease is one year, and the lease can continue after that month-to-month.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the Mayor to enter into a lease agreement with Sound Transit's garage contractor for use of a portion of the 902 Kincaid building and parking lot for a construction office, staff parking and equipment/material storage, and ratifying and confirming any and all prior acts consistent with this authority.

COMMERCIAL LEASE AGREEMENT

City of Sumner

This Commercial Lease Agreement ("Lease") is made and entered into as of the Effective Date (defined in Section 30 below) by and between CITY OF SUMNER, a municipal corporation and political subdivision of the State of Washington ("Landlord") and HARBOR PACIFIC CONTRACTORS INC., a corporation in the State of Washington ("Tenants"). Landlord and Tenants may hereinafter be referred to collectively as "Parties" or individually as a "Party."

1. Lease of Premises. Landlord hereby leases to Tenants, and Tenants hereby leases from Landlord, the commercial property commonly known as, 16 parking stalls, minus 1 stall reserved for City Staff use, at the 902 Kincaid building, Sumner, WA 98390 and a portion of the building ("Premises"), as indicated visually on attached Exhibits A and B, upon the terms, covenants and conditions set forth in this Lease. Tenants shall have no right, title or interest in or to the Premises, or the use and/or occupancy thereof, other than as expressly set forth in this Lease.

2. Initial Lease Term; Month-to-Month Tenancy. The initial year term of this Lease shall commence September 1, 2023 ("Commencement Date") and shall continue on a one-year term basis unless earlier terminated pursuant to the terms of this Lease ("Expiration Date"). Upon expiration of the initial year, Tenants may, with Landlord's prior written consent, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion, continue to occupy the Premises on a month-to-month basis. During any such month-to-month tenancy, either Party may terminate this Lease for any reason by giving written notice to the other of not less than THIRTY (30) calendar days prior to the end of the month in which termination is sought. Notwithstanding the foregoing, Tenants are eligible for relocation under CFR 49 Part 24, and Landlord must provide a "Notice of Relocation Eligibility, Entitlements and 90-Day Assurance" providing at least 90 days' advance notice prior to the date upon which Tenant shall be required to vacate the Premises. Tenants agree not to vacate the Premises without providing Landlord with advanced written notice.

3. Monthly Rent; Leasehold Excise Tax; Remittance.

3.1 Monthly Rent. On the first day of the month of the Initial Term and any month-to-month tenancy thereafter, Tenants shall pay to Landlord rent in the amount of **Three Thousand Dollars (\$3,000.00)** per month ("Monthly Rent"), payable in advance, without deduction, offset, notice or demand. Monthly Rent for any partial month shall be prorated based on a THIRTY (30) day month. Total Monthly Rent is **Three Thousand Three Hundred Eight Five Dollars AND 20/100 Dollars (\$3,385.20)** which is comprised of base rent (\$3,000) plus required leasehold excise tax (See 3.2 Leasehold Excise Tax).

3.2 Leasehold Excise Tax. In addition to and together with Monthly Rent, Tenants shall also to pay to Landlord the Washington Leasehold Excise Tax ("LET"), which is currently calculated at the rate of TWELVE AND 84/100 PERCENT (12.84%) of taxable fair market rent or **Three Hundred Eighty Five Dollars and 20/100 (\$385.20)**.

3.3 Remittance. Checks for Monthly Rent, LET and any other amounts due from Tenants hereunder shall be made payable and mailed to: **CITY OF SUMNER BUDGET AND FINANCE, 1104 Maple St, Sumner, WA 98390** or such other place as Landlord may from time to time designate in writing.

4. Late Charge; NSF Charge.

4.1 Late Charge. Tenants acknowledge that late payment of Monthly Rent, LET or any other amounts due from Tenants hereunder will cause Landlord to incur costs and hardships not contemplated by this Lease, the exact amount or nature of which would be extremely difficult and impractical to ascertain. Therefore, if Tenants fail to pay any installment of Monthly Rent, LET or any other amounts due from Tenants hereunder, within FIVE (5) business days after that amount is due, Tenants shall pay to Landlord, as liquidated damages and Additional Rent, a late charge in the amount of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)**. Waiver by Landlord of the late charge with respect to any installment Monthly Rent, LET or any other amounts due from Tenants hereunder shall not be deemed to constitute a waiver with respect to any subsequent late charge which may accrue.

4.2 NSF Charge. If any check for Monthly Rent, LET or any other amounts due from Tenants hereunder is returned for non-sufficient funds ("NSF"), Tenants shall pay Landlord a service charge of **FIFTY AND NO/100 DOLLARS (\$50.00)** per check. If TWO (2) or more such checks are returned NSF in any SIX (6) month period, Landlord may require that all future payments of Monthly Rent, LET and any other amounts due from Tenants hereunder be paid cash or money order.

5. Delivery of Possession. Landlord and Tenants acknowledge and agree Tenant will arrange a time for inspection with the Landlord staff and after Acceptance of Premises, the Landlord will allow for Tenant possession.

6. Acceptance of Premises. Tenants acknowledge and agree that by virtue of their prior review and own inspection of the Premises, they have determined to their complete satisfaction the Premises are in good and tenantable condition and can be used for the purposes described in Section 8 below.

7. Use of Premises. Tenants shall: (a) use the Premises for Sound Transit business and specifically Harbor Pacific Contractors Inc. construction management, equipment storage, and/or parking purposes only in strict accordance with the terms, covenants, conditions and provisions of this Lease; (b) use the Premises in compliance with any and all laws, ordinances, rules, codes, permitting requirements, regulations and policies applicable to the Premises now or in the future including, without limitation, RCW Title 59, as amended (collectively "Applicable Laws"); and (c) ensure that all other persons entering the Premises use the same in compliance with this Lease and with all Applicable Laws. If any term, covenant, condition or provision of this Lease conflicts with any Applicable Laws, then to the extent the Applicable Laws either has not been waived by Tenants, or cannot be lawfully waived by Tenants, the Applicable Laws shall govern.

8. Tenants' Property. Upon the expiration or earlier termination of this Lease, Tenants shall remove from the Premises their personal property and the personal property of any third party other than Landlord. Tenants shall repair any damage to the Premises and shall promptly surrender the Premises in the condition required by Section 28 below. If Tenants fail to remove personal property from the Premises as provided in this Section 8, Tenants shall, upon demand, reimburse Landlord for the documented cost of any such removal. Any personal property left upon the Premises after the expiration or earlier termination of this Lease, or after Tenant's vacation or abandonment of the Premises ("Abandoned Property"), shall be deemed to have been abandoned and to have become the sole property of Landlord to dispose of in Landlord's sole and absolute judgment and discretion in accordance with the provisions of all Applicable Laws.

9. Improvements and Alterations by Tenants. Tenants shall not make any improvements or alterations to the Premises without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

10. Utilities. Landlord shall cause the following utilities to be available for Tenant's use in and about the Premises: Electrical, Sewer, Storm and Plumbing (water), if applicable (collectively "Utilities"). All applications and connections for Utilities shall be made in the name of Tenants. Tenants acknowledge and agree the Premises are designed for standard commercial electrical, lighting and heating fixtures and Tenants shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with the proper functioning of the existing electrical system. Landlord shall not be liable for any loss, injury or damage to persons or property resulting from any variation, interruption, or failure of the Utilities due to any cause whatsoever absent Landlord's negligence or willful misconduct, and then only to the extent of Landlord's proportionate share of liability. Variation, interruption or failure of the Utilities shall not be construed as an eviction of Tenants, nor give rise to an abatement of Monthly Rent, or relieve Tenants from fulfillment of any term, covenant, condition or provision set forth in this Lease.

11. Maintenance.

11.1 By Tenants In addition to any other requirement imposed by any Applicable Laws, Tenants shall: (a) keep and maintain the Premises as neat, clean and sanitary as the condition of the Premises permit; (b) repair any and all damage to the Premises or any system or component thereof caused by Tenants or any other persons entering the Premises; (c) provide and maintain proper receptacles for trash, rubbish, garbage and other organic and flammable waste and properly dispose of the same in a clean and sanitary manner at reasonable and regular intervals; (d) assume all costs of extermination and fumigation for infestation by insects, rodents and other pests caused by Tenants; (e) properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by Landlord; and (f) maintain the smoke and carbon monoxide detection device described in Section 18 below in accordance with the

manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke and carbon monoxide detection device, as required by RCW 48.48.140(3) and RCW 19.27.530.

11.2 By Landlord. In addition to any other requirement imposed by any Applicable Laws, Landlord shall keep the Premises fit for human habitation and shall in particular: (a) maintain the Premises to substantially comply with all Applicable Laws; (b) maintain the roofs, floors, walls, chimneys, fireplaces, foundations and all other structural components in reasonably good repair so as to be usable and capable of resisting any and all normal forces and loads to which they may be subjected; and (c) maintain all electrical, plumbing, heating, and other facilities and appliances supplied by Landlord in reasonably good working order. The foregoing notwithstanding, Landlord shall be under no duty to repair any damage or defective condition, nor shall any defense or remedy be available to Tenants, where the damage or defective condition complained of was caused by the conduct of Tenants or any other persons entering the Premises, or where Tenant unreasonably fails to allow Landlord access to the Premises for purposes of repair.

12. Liens. Tenants shall keep the Premises free from all liens arising out of any work performed, materials furnished, or obligations incurred by Tenants, including, without limitation, Utilities. If any such liens are filed, Landlord may, without waiving its rights and remedies for breach, and without releasing Tenants from any of its obligations hereunder, require Tenants to post security in form and amount reasonably satisfactory to Landlord or cause such liens to be released by any means Landlord deems proper, including payment in satisfaction of the claim giving rise to the lien. Tenants shall pay to Landlord upon demand any sum paid by Landlord to remove the liens, together with interest from the date of payment by Landlord, at the lesser of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum rate allowed by law.

13. Insurance. Landlord shall not be liable to Tenants or to any other persons entering the Premises for damages not proximately caused by Landlord. Tenants are, therefore, strongly encouraged to independently purchase property damage and liability insurance sufficient to protect Tenants and any other persons entering the Premises from any and all claims, damages and/or liabilities.

14. Indemnification of Landlord. Each party shall indemnify, defend and hold the other, its officer, directors, agents and employees ("Tenant's Affiliates" or "Landlord affiliates"), harmless from and against any and all claims, actions, damages, losses, costs, liens, judgments, penalties and liabilities (including, without limitation, reasonable attorney's fees) (the "Losses"), to the extent of such party's proportionate share of liability, based upon or arising from: (a) any injury or death of any person (including any of Tenant's or Landlord's employees) or damage to any property of a third party occurring in, on or about the Premises to the extent such Loss is caused in whole or in part by the negligence or willful misconduct of the indemnifying party or any of its agents, contractors, employee, officers, subtenants, assignees, licensees or invitees; and (b) any breach by the indemnifying party of its obligations under this Lease. If any such claim is made against a party or its Affiliates, the indemnifying party; at its sole cost and expense, shall defend such claim suit or proceeding by or through attorneys reasonable satisfactory to the other party. The indemnification obligations contained in this Section 14 shall not be limited by any workers' compensation, benefit or disability laws, and each indemnitor hereby waives any immunity that such indemnitor may have under the Industrial Insurance Act, Title 51 RCW. The provision of this Section 14 shall survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination

15. Destruction of Premises. If all or part of the Premises are destroyed or injured by fire or earthquake or other casualty, then this Lease shall automatically terminate and neither Party shall have any further rights or liabilities hereunder except as expressly provided herein.

16. Condemnation. If all or part of the Premises are taken under power of eminent domain, or sold to a condemning authority in lieu thereof, then this Lease shall automatically terminate and neither Party shall have any further rights or liabilities hereunder except as expressly provided herein.

17. Assignment, Subletting and Succession. Tenants may not assign this Lease or sublet the Premises or any part thereof without Landlord's prior written consent, which consent may be granted, withheld conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

18. Fire Safety & Protection.

18.1 Smoke & Carbon Monoxide Detection Device. Tenants acknowledge and agree that as of the Effective Date: (a) there is located in the Premises battery operated hard-wired smoke and carbon monoxide detection device as required by RCW 43.44.110 and RCW 19.27.530; and (b) the smoke and carbon monoxide detection device is, as of the date of the Effective Date, in good and proper working order. PURSUANT TO RCW 43.44.110(3) and RCW 19.27.530 TENANT SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING THE SMOKE AND CARBON MONOXIDE DETECTION DEVICE AS SPECIFIED BY THE MANUFACTURER INCLUDING, BUT NOT LIMITED TO, REPLACEMENT OF BATTERIES WHERE REQUIRED FOR PROPER OPERATION. TENANTS' FAILURE TO MAINTAIN THE SMOKE DETECTION DEVICE IN ACCORDANCE WITH RCW 43.44.110(3) IS PUNISHABLE BY A FINE OF UP TO TWO HUNDRED AND NO/100 DOLLARS (\$200.00).

18.2 Other Fire Safety/Carbon Monoxide Equipment. Tenants acknowledge and agree that as of the Effective Date: (a) there is no fire sprinkler system located on the Premises; (b) other than the smoke carbon monoxide detection device described in Section 18.1 above, there is no fire or carbon monoxide alarm system located t on the Premises; (c) there are no emergency notification, emergency relocation or emergency evacuation plans posted on the Premises.

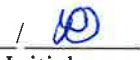


Tenants' Initials



Landlord's Initials

19. Hot Water Heater. Tenants acknowledge and agree that as of the Effective Date the hot-water heater located on the Premises is set at the recommended ONE HUNDRED TWENTY (120) degrees (or the minimum setting if greater than 120 degrees) and that Tenants shall be solely responsible for maintaining that temperature.



Tenants' Initials



Landlord's Initials

20. Mold Exposure. Tenants acknowledge and agree that as of the Effective Date: (a) Tenants have conducted a thorough inspection of the Premises and have determined to their complete satisfaction there is no indoor mold located in or about the Premises; and (b) Tenants are aware that complete interactive versions of the publications entitled "Got Mold" and "A Brief Guide to Mold, Moisture and Your Home" may be viewed at the Washington Department of Health website at www.doh.wa.gov.



Tenants' Initials



Landlord's Initials

21. Defaults; Remedies; Waiver. In the event of a material default under this Lease by either Party, the non-defaulting Party may pursue any remedy allowed by law. Failure by either Party to promptly enforce its rights under this Lease shall not operate as a waiver of such rights. Landlord's acceptance of Monthly Rent subsequent to a breach by Tenants shall not operate as a waiver of such breach.

22. Landlord's Right of Entry. Tenants shall not unreasonably withhold consent to Landlord or Landlord's employees, agents or contractors to enter any portion of the Premises to inspect the same, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, begin design or construction related to environmental remediation activities, or exhibit the Premises to prospective or actual tenants, workers or contractors. Landlord may enter the Premises without Tenants' consent in the case of emergency or abandonment. Except in the case of emergency or abandonment, or it is otherwise impracticable to do so, Landlord shall give Tenants at least FORTY-EIGHT (48) hours prior notice of its intent to enter the Premises and shall enter the same at reasonable times only. For the purpose of exercising its right of entry, Landlord shall at all times have and retain keys with which to unlock all the doors and gates in and about the Premises.

23. Notices. Wherever in this Lease notice is desired or required to be given, such notice shall be in writing, addressed to the person entitled thereto, and shall be sent by either: (a) United States certified mail, return receipt requested; or (b) recognized overnight express or legal messenger service which customarily maintains a contemporaneous permanent delivery record. The notice shall be deemed delivered on the earlier of: (a) the date of

receipt as shown by the return receipt; or (b) the delivery date as shown in the regular business records of the overnight courier or legal messenger service. Notices shall be sent to Landlord or Tenants at the address or facsimile for that Party as designated below:

Landlord: City of Sumner Budget and Finance
1104 Maple St
Sumner, WA 98390

Copy to: City of Sumner City Attorney
Attn: Andrea Marquez
1104 Maple St
Sumner, WA 98390

Tenants:

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. NOTICE: Email addresses provided above are for convenience only and shall not constitute a valid means of giving notice under this Lease.

24. Negotiation and Construction. This Lease was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

25. Time. Time is of the essence of this Lease and of every term and provision hereof. If the date for any performance under this Lease falls on a weekend or holiday, the time shall be extended to the next business day.

26. Entire Agreement; Amendment. This Lease contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreement, letter of intent, negotiation or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to, except by an agreement in writing signed by the Parties or their respective successors in interest.

27. Attorney Fees; Governing Law; Venue. If either Party requires the services of an attorney in connection with enforcing the terms of this Lease, whether or not suit is brought, or in the event suit is brought for the recovery of any sums due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of the Premises to Landlord or eviction of Tenants during the Lease Term or after the expiration thereof, the substantially prevailing Party shall be entitled to reasonable attorney fees and all costs incurred in connection therewith. This Lease shall be governed by and shall be construed and interpreted in accordance with the laws of the state of Washington. Landlord and Tenants agree that venue of any legal action between the Parties relating to the Lease shall be in the superior court of Pierce County, Washington.

28. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenants shall: (a) peaceably surrender possession of the Premises to Landlord; and (b) leave the Premises broom clean and in as good order, repair and condition as was provided to Tenants on the Commencement Date, reasonable wear and tear from ordinary use excepted. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.

29. Performance by Tenants. Except as expressly provided to the contrary elsewhere in this Lease, all covenants and agreements to be performed by Tenants under this Lease shall be performed by Tenants at their sole cost and expense and without any abatement of Monthly Rent or any other amounts due from Tenants hereunder.

30. Effective Date of Lease. The Effective Date of this Lease shall be the date Landlord's County Executive (who shall be the last person to sign) shall have executed this Lease as indicated opposite her name below.

[SIGNATURES & ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES]

**CITY OF SUMNER
CONTRACT SIGNATURE PAGE**

Lease #

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

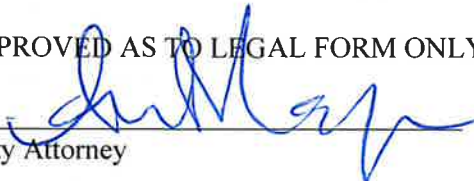
TENANT:

LANDLORD: CITY OF SUMNER



Owner, 08-21-23
Date

APPROVED AS TO LEGAL FORM ONLY

By 
City Attorney 8/21/23
Date

RECOMMENDED:

By 
Administrative Services Director 8/21/23
Date

APPROVED:

By 
Mayor 8/21/23
Date

Address: 19628 144TH AVE NE
SUITE A
Mailing Address: WOODINVILLE, WA
(owner) 98072

Complete the tax status information for **one** of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

INDIVIDUAL: _____

Tenant's SSN

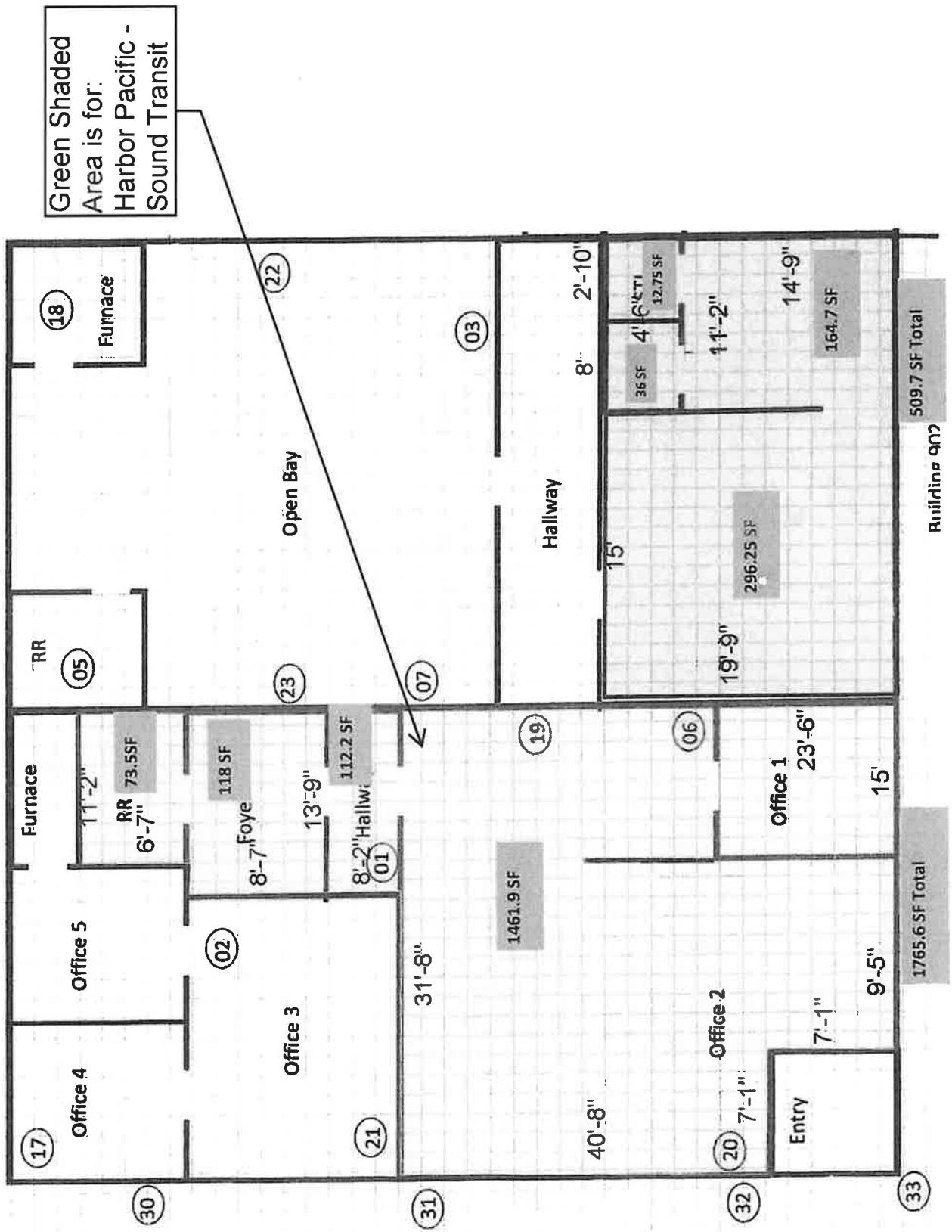
[ACKNOWLEDGE APPEARS ON THE FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)


PRINTED NAME Andrea Marquez
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT Bonney Lake WA
MY COMMISSION EXPIRES 1-9-2027



Exhibit A



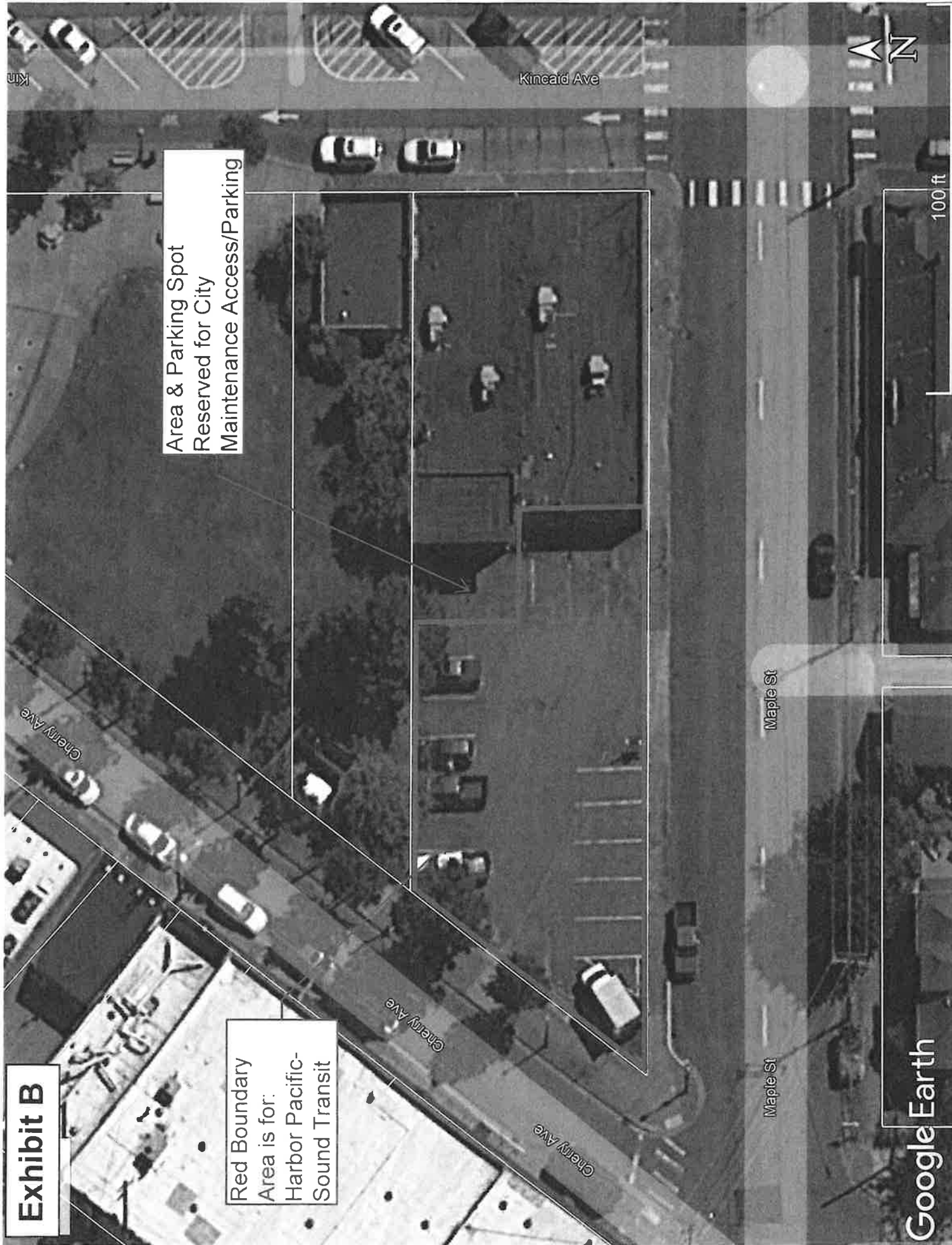


Exhibit B

Area & Parking Spot
Reserved for City
Maintenance Access/Parking

Red Boundary
Area is for:
Harbor Pacific-
Sound Transit

SUBJECT: Building Inspection and Plan Review Services - Professional Services Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$300,000.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Sound Inspections LLC, Contract

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The City published a Request for Qualifications from consulting firms with expertise in providing professional services in the areas of building and fire review and inspection services. Five Statement of Qualifications were received on July 12, 2023, with Sound Inspections, LLC selected through a qualification-based selection process. The total contract amount is not-to-exceed \$300,000.00. The contract duration is through December 31, 2024 with an opportunity to extend for additional time.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Sound Inspections LLC, in an amount not-to-exceed \$300,000.00 for Building Inspection and Plan Review Services, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

SOUND INSPECTIONS, LLC

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Sound Inspections, LLC, organized under the laws of the State of Washington, located and doing business at 649 S Page Street, Buckley WA 98321, 253-606-9559 (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

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

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

II. TIME OF COMPLETION. The Parties agree that the term of this contract is through December 31, 2024. This contract will automatically renew for subsequent two (2) year terms unless and until a party provides 30 days written notice of termination to the other party pursuant to Section V below. Parties agree that the Contractor's rates shall be re-evaluated for any subsequent term to reflect current fair market value and any changes in the circumstances or needs of the City, among other factors. Parties agree to negotiate any such rate changes in good faith.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$300,000.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA

00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

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

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

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

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

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

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

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City

or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free

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

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

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

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

CONSULTANT:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Title: _____ (Title)	Its <u>Mayor</u> (Title)
DATE: _____	DATE: _____
	By: _____ (signature)
	Print Name: <u>Jason Wilson</u>
	Its <u>City Administrator</u> (Title)
	DATE: _____
	Approved as to Form:
	Attest: _____ Approved as to form: _____
	City Clerk _____ City Attorney _____
	DATE: _____ DATE: _____

NOTICES TO BE SENT TO: CONSULTANT: Frank Mellas Sound Inspection 649 S Page Street Buckley, WA 98321 253-606-9559 frank@soundinspection.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Development Services City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5500
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EXHIBIT A

SCOPE OF WORK/BUDGET

BUILDING & FIRE REVIEW & INSPECTION SERVICES

At the request of the Jurisdiction's, services will be required to perform the duties as a Building/Fire plans reviewer and inspector.

MEETING ATTENDANCE

The Consultant's staff is available to attend Jurisdiction requested meetings such as pre-application, pre-construction or cooperative review meetings.

PLAN REVIEW

The Jurisdiction will determine which plans and building permit applications will be reviewed by the Consultant. The Jurisdiction will intake, track, and process the permit applications and all revisions per current building permit administration procedures. The Consultant will review such plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the Jurisdiction to include the 2018 WA State Fire Code.

BUILDING/FIRE INSPECTION

The Consultant will provide a certified building inspector or equal to perform the following services on an as-needed, on-call basis:

- Upon authorization by the Jurisdiction, the inspector will perform building inspection work for the Jurisdiction.
- The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-11), and Energy Code (WAC 51-11), 2018 WA State Fire Code and the applicable City Building Codes.



EXHIBIT A

PROFESSIONAL FEE SCHEDULE

Chief Investigative Engineer (Structural)	\$150.00hr
Chief Investigative Engineer (Geo-Tech)	\$150.00hr
Chief Investigative Engineer (Civil)	\$150.00hr
Architect	\$130.00hr
Structural Investigator	\$125.00hr
Associate Structural Investigator	\$ 80.00hr
Drafting/CAD Support	\$ 95.00hr
Administrative Support	\$ 55.00hr
Building Envelope Inspections	\$ 100.00 hr
Municipal Building Inspections	\$ 105.00hr
Municipal Plan Review Services	65% of plan review fee, for over 1 million in valuation and hourly fee less than 1 million
(Structural, Non-Structural, Mechanical, Plumbing, Fire, Electrical, Energy, Ventilation/Indoor Air Quality, Accessibility (ADA))	\$ By Quote
Building Code Lecture/Seminar/Instruction	\$ By Quote
Expert Witness	(minimum) \$Twice (2x) Normal Billing Rate

25% of Plan Review fee for Fire Review

- Hourly rates do not include charges for normal reimbursables such as vehicle mileage, reproduction, special mailing and courier service.
- Expert witness testimony for deposition, hearings, trial mediation, arbitration and similar proceedings will be billed at twice the normal fee schedule with a 4-hour minimum to include standby time. Testimony preparation is at the normal fee schedule with a 4-hour minimum.
- Sub consultant expenses, laboratory testing and analysis and similar professional services are billed at cost, plus an administrative fee.
- All professional fees are subject to change without notice.

SOUND INSPECTIONS, LLC

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

Sounds Inspections, LLC

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

SUBJECT: Purchase and Sale Agreement - 14211 16th Street East

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$2,248,066

Within Budget Allocation: Yes

ATTACHMENTS:

1. Purchase and Sale Agreement
-

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

As part of the Pacific Pointbar phase of the White River Restoration, properties along 16th Street East have been targeted for property acquisition. The City completed an appraisal and sent an offer to DMI Drilling Construction located at 14211 16th Street East. The property is 2 parcels that equal 8 of the remaining 9 acres needed for the project. The appraised and offered value is \$13,026,200. Funding for this acquisition will be: \$1,500,000 (Floodplains by Design), \$7,989,026 (Flood Control District), \$1,289,108 (RCO), \$2,248,066 (Stormwater Utility - Budgeted).

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of 14211 16th Street East for a total amount of \$13,026,200 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 **DAVID J. MORIN**, as his 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 0420018004 (Lot 4) & 0420018003 (Lot 3) and legally described on the attached **Exhibit A (the Property)**.
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 Thirteen Million, Twenty-Six Thousand and Two Hundred NO/100 (\$13,026,200.00) Dollars and shall be paid by Purchaser to Seller by wire transfer of immediately available funds to Seller at closing.
4. **Due Diligence.** Purchaser has fully inspected and study the Property, retained an independent MAI appraiser to value the Property and is purchasing the Property "as is" for Purchaser's intended uses.
5. **Conveyance of Title.** Seller shall convey title to the Property legally described on the attached Exhibit A to Purchaser by Statutory Warranty Deed (hereinafter "Deed"). The Parties acknowledge that the conveyance of title is in lieu of and under Purchaser's imminent threat of acquiring the Property by Eminent Domain under condemnation proceedings and the Deed will reflect such circumstance.
6. **Closing; Possession.** Closing shall occur in two (2) phases. Phase 1 upon payment of Nine Million NO/100 (\$9,000,000.00) Dollars of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Phase 1 Date"), but in no event later than September 28, 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 as Lot 4 on the attached Exhibit A as of the Phase 1 Closing Date. Phase 2 upon payment of the remaining balance of Four Million, Twenty-Six Thousand and Two Hundred NO/100 (\$4,026,200.00) Dollars of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Phase 2 Date"), but in no event later than February 29, 2024. Seller shall have the option to expedite the Phase 2 Closing Date sooner than February 29, 2024 with fifteen (15) days written notice to Purchaser of Seller's desired Phased 2 Closing

Date. Purchaser shall be entitled to possession of the Property legally described as Lot 3 on the attached Exhibit A as of the Phase 2 Closing Date.

7. **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. Therefore, the foregoing condition was fully satisfied prior to the Parties execution of this Agreement.

8. **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.

9. **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, including Title Insurance, escrow fee and Closing costs; 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. The Parties acknowledge that pursuant to Section 4, this transaction shall be exempt from Real Estate Excise Tax per WAC 458-61A-206.

10. **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	David Morin C/O John Paul Turner 11900 NE 1 st Street , Suite 300 Bellevue, WA 98005 johnpaul@rdtlaw.com

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

11. **Time.** Time is of the essence in every provision herein contained.

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

13. **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.

14. **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.

15. **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.

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

17. **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.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

Approved as to legal form only:

Date: _____

Date: _____

On this ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Kathy Hayden, known to me to be the Mayor of the City of Sumner, Washington, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

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

My commission expires _____

SELLER'S SIGNATURE PAGE

David J. Morin

STATE OF WASHINGTON)
 : ss
County of Pierce)

On this _____ day of _____, 2023 before me personally appeared _____ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that (he, she, they) signed and sealed the same as (his, her, their) free and voluntary act and deed, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

(SEAL)

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

My commission expires _____

Exhibit A
Legal of Property

Lots 3 and 4, Pierce County Short Plat No. 78-127, filed on February 27, 1978 with the Pierce County Auditor, in Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

SUBJECT: Resolution No. 1662 - Carbon Credit Regional Operator Subaward Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1662 - Carbon Credit Regional Operator Subaward Grant Acceptance
2. Carbon Credit Subaward Contract

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The Bonneville Environmental Foundation received a grant to help local jurisdictions receive carbon credits from their restoration projects. The funds from the sale of carbon credits can be used towards maintenance expenses of the project. The subaward grant will cover the City's costs associated with certifying carbon credits on the White River Restoration project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$25,000 in subaward grant funds from Bonneville Environmental Foundation for use in the White River Restoration project (CIP 14-10), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1662

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE ENVIRONMENTAL PROTECTION AGENCY**

WHEREAS, the Bonneville Environmental Foundation is the grant recipient and will provide technical assistance to receive carbon credits; and

WHEREAS, to help accomplish and fund the fees and effort associated with carbon credits, the City of Sumner applied for the Carbon Credit Regional Operator subaward; and

WHEREAS, \$25,000 was awarded on August 1, 2023; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Carbon Credit Regional Operator subaward grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



TITLE: Carbon Credit Regional Operator
GRANTEE: City of Sumner
TYPE: Payable / Grant / Sub-Rec Fed EPA

BEF NUMBER: XXX-XXXXX

CONTRACT PERIOD: 07/01/2023 to 03/30/2027

CONTRACT AMOUNT : \$25,000

A. PARTIES TO THIS CONTRACT

This contract is entered into between the Bonneville Environmental Foundation (BEF), 1500 SW 1st Ave, Suite 710 Portland, OR 97201; and City of Sumner (Grantee), 1104 Maple Street, Sumner, WA 98390; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

The purpose of this contract is to provide a grant award to the Grantee for the project specified herein. For this contract the Environmental Protection Agency is the Federal awarding agency, BEF is the prime recipient, and the Grantee is the subrecipient.

C. TERMS AND CONDITIONS OF PRIME AWARD CONTROLLING

Grantee agrees to abide by the terms and conditions of the agreement WDFW #23-22470 between BEF and the Washington Department of Fisheries and Wildlife (the "Prime Award" – Attachment A). By signing this contract, Grantee acknowledges receipt of the Attachment A.

D. DESCRIPTION OF PROJECT

The Grantee shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment - A – Prime Award

Attachment - B – Statement of Work

E. PERIOD OF PERFORMANCE

The performance period under this contract shall commence on 07/01/2023 and terminate on 03/30/2027. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated or the performance period extended pursuant to terms set forth in Attachment A.

F. COMPENSATION / PAYMENT

The total dollars provided by BEF for this contract shall not exceed \$25,000.00 minus any matching requirements identified in this contract. The Grantee shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Grantee must have prior written approval of BEF.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Grantee not more often than monthly. The invoices shall describe the document to BEF's satisfaction, a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by BEF within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee. BEF may, in its sole discretion, terminate the contract or withhold payments claimed by the Grantee for the services rendered if the Grantee fails to satisfactorily comply with any term or conditions of this contract.

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract the Grantee acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND BEF POLICIES

The Grantee shall comply with, all applicable state, federal, and local laws and regulations, including published BEF policies, while performing under this contract

I. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

Applicable Federal and State of Washington statutes and regulations.

Attachment - A – Prime Award

Attachment - B – Statement of Work, and

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

J. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Grantee's Representative

Robert Wright

W 253.299.5708

robertw@sumnerwa.gov

BEF's Project Manager

Allan Warren

(503) 553-3939

awarren@b-e-f.org

K. ENTIRE CONTRACT

This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

L. APPROVAL

This contract shall be subject to the written approval of BEF's authorized representative and shall not be binding until so approved. This contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, BEF and the Grantee have signed this contract.

Bonneville Environmental Foundation

City of Sumner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A -

**PRIME AWARD BETWEEN THE
WASHINGTON DEPARTMENT OF
FISHERIES AND WILDLIFE AND
BONNEVILLE ENVIRONMENTAL
FOUNDATION, WDFW #23-22470
(Grant Agreement - EPA Funds)**

Attachment B - STATEMENT OF WORK

Purpose

BEF, through its role as the Carbon Credit Regional Operator under a Habitat Strategic Initiative Lead grant, will manage subawards from that grant to six project partners. The City of Sumner is a subaward partner that will use these funds to enter a separately funded restoration project into City Forest Credits' Afforestation and Reforestation Protocol to leverage carbon credit sales revenue for long-term stewardship of the restoration site.

The subaward will be for a not-to-exceed amount of \$25,000 to cover staff time to participate in the process and the below estimated fees from City Forest Credits:

Afforestation and Reforestation Protocol:

- \$1,000 Ledger Account fee
- \$1,500 Application fee
- \$1,000 Verification fee (final amount is dependent on the project size)

Preservation Protocol:

- \$1,000 Ledger Account fee
- \$3,000 Application fee
- \$3,000 Verification fee

Subrecipient's Indirect Cost Rate.

The indirect cost rate may be a rate negotiated and approved by the subrecipient's cognizant Federal agency. If the subrecipient does not have a Federal indirect cost rate, the pass-through entity may negotiate an indirect cost rate with the subrecipient that complies with 2 CFR Part 200, Subpart E or use the 10% de-minimis indirect cost rate described at 2 CFR 200.414(f).

Reporting Requirements

Scope of Work

This subaward will provide financial support for staff time to meet with BEF staff and other partners to learn and implement the carbon credit protocols, pay for the associated fees to register and verify carbon credits, support broader communication efforts, and develop an ongoing stewardship plan. Tasks and deliverables associated with this subaward are:

1. Participation in biannual partnership meetings.
2. Meet with BEF staff on an as needed basis for technical assistance support.
3. Provide regular updates on project status to support quarterly reporting requirements.
4. Provide documentation of completion of Cultural Resources Review (CRR) including formal DAHP response letters from consultation process.
5. Support broader communications efforts by helping in one or more of the following activities: develop press releases, featuring the restoration project in a promotional film, participating in a webinar, or helping with conference presentation.
6. Provide copies of both the draft planting/restoration plan for evaluation against City Forest Credit protocols and the final submitted plan.
7. Develop and provide a copy of a long-term stewardship plan that complies with City Forest Credits stewardship requirements.

Reporting Requirements

The subawardee will submit quarterly progress reports by the specified target completion dates to the BEF. Quarterly reporting periods are:

- Quarter 1 reporting period: January 1 – March 31 - **April 10th due date**
- Quarter 2 reporting period: April 1 – June 30 - **July 10th due date**
- Quarter 3 reporting period: July 1 – September 30 - **October 10th due date**
- Quarter 4 reporting period: October 1 – December 31 - **January 10th due date**

Payment Schedule

Subawardee will issue an invoice to BEF for expenses incurred during the payment period, which shall be no more frequently than monthly.

Subawardee shall submit invoice(s) for payment to ap@b-e-f.org.

Funds will be paid within 30 net days of receipt of invoice from Grantee.

SUBJECT: Operations Facility: Early Site Work Package – Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$3,404,355.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Bid Tab
2. Public Works Contract

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer, Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

The Operations Facility project includes construction of a new public works facility with approximately 88,000 sf of total building space over 7 buildings on a 7.6 Acre site at 14320 29th Street East. Facility will include administration building, vehicle storage, fleet washing, material storage and decant facility. Project will include frontage improvements, landscaping, site lighting and stormwater management. This Early Site Work package includes site demolition, hazardous materials remediation, civil, and other work.

Twelve (12) bids were received on September 5th, 2023 for this project. The lowest responsible bidder was submitted by Rodarte Construction, with a bid amount of \$3,404,355.00. The engineer's estimate was \$4,901,179.49. The contractor will have 70 working days after issuance of the Notice to Proceed to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Rodarte Construction, in an amount not-to-exceed \$3,404,355.00 for the Operations Facility - Early Site Work (CIP 17-13), substantially in a form approved by the City Attorney.

Bid Tabulation

[illegible]

Bid Tabulation

[illegible]

PUBLIC WORKS CONTRACT
between City of Sumner and
Rodarte Construction, Inc.

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

WITNESSETH:

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

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

Exhibit A | Sumner Operations Facility – Early Site Work Package (CIP 17-13)

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

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

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

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

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

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

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

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

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

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

Exhibit A

SUMNER OPERATIONS FACILITY
TCF Architecture No.: 2020-007

Early Site Work Package
August 4, 2023

ADDENDUM 4 – SEPTEMBER 1, 2023

1.1 BASE BID:

AMOUNTS BID INCLUDE ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED IN THE BIDDING AND CONTRACT DOCUMENTS.

A. EARLY SITE WORK PACKAGE - THE SUM OF:

\$ 2,802,500.00

TOTAL BASE BID

\$ 2,802,500.00

List Base Bid Total both in words and figures in the Space provided below:

two million, eight hundred and two thousand,
five hundred dollars and no cents DOLLARS (\$ 2,802,500.00).

Note: In the case of a discrepancy between the numerical bid and the written words, the written word bid will be assumed to be correct.

1.2 BID ALTERNATE 1

Description: Contractor shall combine phases to include no more than 2 phases, the first phase shall include, at a minimum, the area designated as Phase 1 on C0.105 of the contract plans.

Upon acceptance of this Bid Alternate, the following changes would be made to the Contract Specifications:

Revise the Public Works Contract Articles VI and VII to include seventy (70) working days instead of ninety-five (95) working days.

A. **ALTERNATE BID #1 – THE SUM OF:**

\$ 306,500.00

1.3 TRENCH EXCAVATION SAFETY COSTS:

Included in the above Base Bid is an amount for Trench Excavation Safety for any trenching exceeding a depth of four feet. In accordance with Chapter 39.04 RCW and WAC 296-155-850, all costs for adequate trench safety systems are required to be identified in this Bid. The Bidder certifies that the following amount is included in the Base Bid for Trench Excavation Safety Provisions. If no amount is entered, the Owner will presume that the Bidder represents that there are no Trench Excavation Safety costs for this Project.

Trench Safety System Costs Included are

\$ 5,000.00

1.4 **SALES TAX:** None of the above bid prices include State or Local Sales Tax. Sales tax will be added to payment invoices.

1.5 TIME OF COMPLETION

The work of the Contract shall commence on the issue date of Owner's written Notice of

TCF Architecture, PLLC

Total Base Bid \$2,802,500

Alternate 1 \$306,500

9.5% WSST \$295,355

Total Contract Amt: \$3,404,355

BID FORM - 004113-2

EXHIBIT B

CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

_____,
Rodarte Construction, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

SUBJECT: Stewart Road Bridge Easement Agreement - 1096 Butte Ave

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$101,900

Within Budget Allocation: N/A

ATTACHMENTS:

1. Easement Agreement

STAFF CONTACT: Michael Kosa, City Engineer, Drew McCarty, Engineering Specialist

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. The easement agreement for 1096 Butte Ave is located at the northwest corner of the intersection (Parcel #4495400393). The project will acquire river protection, slope, temporary construction, and utility easements for transfer to PSE, to construct and permanently maintain the new bridge structure. Other property acquisitions will be forthcoming as agreements are negotiated and finalized.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 9/5/2023 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion approving the partial acquisition of 1096 Butte Ave for the Stewart Road Bridge Replacement Project for a total amount of \$101,900 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

Prepared by and return to:
City of Sumner
Public Works Department
1104 Maple Street, Suite 260
Sumner, WA 98390
Attention: Mike Dahlem

RECORDING INFORMATION ABOVE

Grantor: 1096 Butte Ave VI SE LLC

Grantee: City of Sumner

Abbreviated Legal: Ptn of Lto 7, Blk 59, C.D. Hillman's Pacific City Div. 4

Tax Parcel No.: 4495400393

EASEMENT AGREEMENT

The undersigned, **1096 Butte Ave VI SE LLC**, a Delaware limited liability company ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **City of Sumner, a municipal corporation and political subdivision of the State of Washington** ("Grantee"), a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove overhead electric transmission lines and wires, but specifically excluding poles or any other structures (collectively, the "Facilities") together with ingress and egress for all necessary equipment, materials and personnel, over, under and across the following property located in the County of Pierce, State of Washington, which Grantor owns ("Easement Area"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO THIS AGREEMENT, AND BY THIS REFERENCE MADE A PART HEREOF.

The grant of the Easement is subject to the following terms and conditions:

I. Grantor reserves the right to use and enjoy the Easement Area so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement.

II. The conveyance of the Easement to Grantee is made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and interests affecting the Easement Area

that appear of record. Grantor warrants that Grantor is the owner of the Easement Area and has the full right and lawful authority to grant the Easement to Grantee. Grantee accepts the Easement on the Easement Area in its "AS-IS, WHERE-IS" condition, without representation or warranty from Grantor.

III. The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns. Grantor specifically acknowledges and accepts that at the conclusion of the City of Sumner's relocation work within the Easement Area described below, occasioned only by the City's Stewart Road Bridge replacement project, the Easement shall be transferred and assigned in full to Puget Sound Energy or its successor or assign for purposes of access to and ongoing maintenance and ownership of the Facilities located over, under and upon the Easement Area.

IV. Following initial installation, repair or extension of its Facilities, Grantee shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Easement Area affected by Grantee's work to the condition existing immediately prior to such work. All restoration which is the responsibility of Grantee shall be performed as soon as reasonably possible after the completion of Grantee's work and shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's use of the property.

V. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence, or the negligence of Grantee's employees, agents or contractors in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor, its employees, agents or contractors or the negligence of third parties. Solely to give full force and effect to the indemnity contained herein and not for the benefit of any third party, each party specifically and expressly waives any immunity it may have under Washington State Industrial Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties herein.

VI. In the event Grantor requires use of the Easement Area for development of improvements, Grantee shall use commercially reasonable efforts to relocate or reconfigure Grantee's facilities to accommodate Grantor's requested use of the Easement Area, provided that (i) Grantor agrees to pay all actual direct and related indirect costs accumulated in accordance with the relocation work, (ii) such relocation or reconfiguration will not jeopardize or impair the ability or integrity of Grantee's facilities, and (iii) the Easement Area will be amended to provide the rights for the relocated or reconfigures facilities.

VII. This Easement Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the Easement. This Easement Agreement may not be amended except by a written document executed by the authorized representatives of Grantor and Grantee. This Easement Agreement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

VIII. Attorneys' Fees. The prevailing party in any action brought to enforce or interpret the terms of this Easement Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Executed by Grantor this 29TH day of AUGUST 2023

GRANTOR:

**1096 Butte Ave VI SE LLC, a Delaware
limited liability**

By: 

Printed Name: WILLIAM ROMANO

Title: AUTHORIZED SIGNATORY

APPROVED as to form only:

Accepted By:

City of Sumner Attorney Date
Print Name: Andrea Marquez

Public Works Director Date
Print Name: Mike Dahlem

STATE OF New York)
COUNTY OF KINGS)

I certify that I know or have satisfactory evidence that WILLIAM ROMANO is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the AUTHORIZED SIGNATORY of 1096 Butte Ave VI SE LLC, a Delaware limited liability, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 29 day of August, 2023.

Melissa Maxwell
Print name: Melissa Maxwell
Notary Public in and for the State of New York
residing at 45 Main St.
My appointment expires: 11-23-2024

[Notary Seal]

MELISSA MAXWELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6411536
Qualified in Kings County
My Commission Expires 11-23-2024

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Area

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400393
BUTTE AVE PROPERTIES LLC
PSE UTILITY EASEMENT

THAT PORTION OF TRACT 'B' OF PIERCE COUNTY DECLARATION OF BOUNDARY LINE ADJUSTMENT, PER PIERCE COUNTY RECORDING NO. 9207200390, RECORDS OF PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 'B';
THENCE NORTH 01°05'12" EAST ALONG THE WEST LINE OF SAID TRACT 'B', A DISTANCE OF 13.21 FEET;
THENCE NORTH 86°51'44" EAST, A DISTANCE OF 209.94 FEET TO A POINT ON THE WEST MARGIN LINE OF BUTTE AVE E;
THENCE SOUTH 01°56'56" WEST ALONG SAID WEST MARGIN LINE, A DISTANCE OF 30.40 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 'B';
THENCE NORTH 88°26'29" WEST ALONG THE SOUTH LINE OF SAID TRACT 'B', A DISTANCE OF 208.92 FEET TO THE POINT OF BEGINNING.

ALL SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON.



7



REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner Public Works Department 1104 Maple Street, Suite 260 Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts listed herein are 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.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT 	DATED
		GRANTOR OR CLAIMANT (NAME, ADDRESS) 1096 Butte Ave VI SE LLC 45 Main Street, Suite 506 Brooklyn, NY 11201	
TIN/SSN:		By: 1096 Butte Ave VI SE LLC It's: WILLIAM ROMANO AUTHORIZED SIGNATORY	
PROJECT NO. AND TITLE CITY OF SUMNER, STEWART ROAD BRIDGE REPLACEMENT		FEDERAL AID NO.: STPUL-3290(011)	
PARCEL NO.: 4495400393			
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND: Utility Easement for Transfer: 4,191 SF			\$101,900.00
IMPROVEMENTS:		+	
DAMAGES: Cost to Cure Proximity Other		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$101,900.00
REMAINDER: Uneconomic Remnant Excess Acquisition		+	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other			
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID \$101,900.00
AUTHORIZED AGENT FOR AGENCY	DATE		

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 1096 Butte Ave VI SE LLC

Attn: William Romano

Mailing address 45 Main Street, Suite 506

City/state/zip Brooklyn, NY 11201

Phone (including area code) 646-255-7621

2 Buyer/Grantee

Name City of Sumner

Public Works Department

Mailing address 1104 Maple Street

City/state/zip Sumner, WA 98390-1423

Phone (including area code) 253-863-8300

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

Name _____

Mailing address Same as above

City/state/zip _____

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
PTN 4495400401	☐	42300
	☐	0.00
	☐	0.00

4 Street address of property Bute Ave, SE

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).

See attached.

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 William Romano

Name (print) WILLIAM ROMANO

Date & city of signing 8-29-23 BROOKLYN

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.

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400393
BUTTE AVE PROPERTIES LLC
PSE UTILITY EASEMENT

THAT PORTION OF TRACT 'B' OF PIERCE COUNTY DECLARATION OF BOUNDARY LINE ADJUSTMENT, PER PIERCE COUNTY RECORDING NO. 9207200390, RECORDS OF PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 88°26'29" WEST ALONG THE SOUTH LINE OF SAID TRACT 'B', A DISTANCE OF 208.92 FEET TO THE POINT OF BEGINNING.

ALL SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON.



SUBJECT: 24th St E Utility Relocation – Construction Management Services
Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$99,203.55

Within Budget Allocation: Yes

ATTACHMENTS:

1. Construction Management Services Amendment Scope and Fee

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

Since August 2015, the City of Sumner has been working on a restoration project on the White River on the left bank from river milepost 2.5 to 5.0. Through this effort it has become apparent that all of the utilities on the 24th street corridor from the BNSF railroad to the 200 feet +- of the right bank of the White river need to be relocated due to the future construction of the restoration project. The 24th St E Utility Relocation project consists of constructing a new pump station and installing approximately 1,910 linear feet of 8-inch diameter sewer force main and approximately 1,850 linear feet 16-inch potable water main using horizontal directional drilling technique to move utilities out of the way ahead of the White River Restoration project.

Akana was previously selected to provide construction management consulting services for this project through a qualification-based selection process. This supplement adds \$99,203.55 for Akana to continue to support the 24th St E Utility Relocation project. The Contractor for the 24th St E Utility Relocation project (Johansen Construction, Inc.) exceeded their contract days on 8/21/2023 but will not be complete with construction until the end of September, at the earliest. Akana's construction management services are still necessary for the duration of the project to continue to inspect and manage the contractor, Johansen Construction, Inc. This contract amendment adds approximately 40 days for Akana to continue to manage the Contractor.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Akana's Consultant Services Contract for the 24th St E Utility Relocation project (CIP 18-03), increasing the contract amount by \$99,203.55 to a total authorized amount not-to-exceed \$512,467.26, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.

5 September 2023

Ms. Alisa O'Haver-Ayala, P.E., CCM
City of Sumner
Public Works Department
1104 Maple Street, Suite 260
Sumner, WA 98390

Subject: Akana Additional Service Request #3
Additional Construction Services Time to Match Contractor Time Overruns
24th Street Utility Relocation (CIP 18-03)

Dear Alisa:

The intent of this letter is to outline the additional expenditures for the overrun of days and to provide a completion cost to the end of October. Extra work elements included in this ASR that were cause for delays to contract completion are as indicated below:

- Additional time required to deal with power lines installation to the wet well
- Additional time used to deal with maintenance of access road
- Additional time used to deal with contaminated soil during boring
- Additional time used to deal with numerous force accounts such as Air Vacs, Water tie ins, temp walkway, moving electrical conduits, moving storm line, etc.
- Additional RE time used to deal with claims by HDD over requested change orders.
- Additional time used to deal with Contractor missing the contract completion date and looking forward.
- Additional time used to deal with design errors.

Due to the unknown nature of this work, we have allocated an additional 40 Working days of time to the contract and an additional \$100,000.00 in costs. We will continue to monitor and inform you if any additional funds will be needed. Please consider this our request for an additional \$100,000.00 to our contract with the City of Sumner.

Your signature will authorize the additional funds for the contract and modifications requested by Krazan. If you have any questions regarding this issue or require more information, please give me a call at (206) 321-3392.

ACKNOWLEDGED:

Very truly yours,

Akana

A handwritten signature in black ink, appearing to read "Jeff Faunce".

Jeff Faunce, P.E.

Alisa O'Haver-Ayala, P.E., CCM
City of Sumner
Public Works Department

Date

cc: Robert Sutton / Akana

Akana Proposal for Constructability and Inspection Services 24 th St E Utility relocation project. (City of Sumner)	LABOR ESTIMATE									
	Project Principal	Project Manager	Sr. Const. Inspector	Const. Safety	CESCL Practitioner	Sr. Const. Engineer	Admin Asst.	Health/Safety Manager	TOTAL	LABOR
	J Faunce	A Lobdell	J Harris				S Timm	T Burnham	LABOR	COST
	\$224.13	\$177.52	\$141.81				\$127.21	\$112.04		
LABOR / BASE TASKS										
100 Preconstruction Services									0	\$0.00
200 Construction Management Administration									0	\$0.00
300 Construction Services Field	4	96	320				120		540	\$78,581.41
400 Materials									0	\$0.00
500 Project Completion	4	40					80		124	\$18,174.14
600 Optional Construction Management Services									0	\$0.00
Base Task Subtotal	8	136	320	0	0	0	200	0	664	\$96,755.55
Labor / Base Task Grand Total										\$96,755.55
		Units		Unit Price						
OTHER DIRECT COSTS										
Personal Vehicle		1600	MI	\$0.655	/MILE					\$1,048.00
1 lease vehicle		2	ea	\$700.00	month					\$1,400.00
										\$0.00
Other Direct Cost / Travel Grand Total										\$2,448.00
GRAND TOTAL										
GRAND TOTAL										\$99,203.55

SUBJECT: Ordinance No. 2871 - 2023/2024 Budget Amendment-Rainier View Park

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: As adopted.

ATTACHMENTS:

1. Ordinance 2871 2023/24 Budget Amendment

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND: Staff has been working to develop and procure improvements to Rainier View Park, including a covered court, partially grant funded by the WA State Recreation and Conservation Office (RCO) and Local Community Project Program (LCP). This budget amendment completes the funding package for those improvements. This amendment:

- Transfers \$340,000 of park impact fees from Fund 605 (Impact Fees) into Fund 310 (Park Capital Fund).
- Transfers \$250,000 from the General Fund (YMCA services agreement settlement - 2022) to Fund 310 (Park Capital Fund)
- Increase the Rainier View Park appropriation by \$590,000.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2871 amending the 2023/2024 Biennial Budget.

**ORDINANCE NO. 2871
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, ORDINANCE 2855, APPROVED JUNE 5, 2023, ORDINANCE 2858, APPROVED JUNE 20, 2023, AND ORDINANCE 2866, APPROVED AUGUST 7, 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. 2849 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, The Sumner City Council approved Ordinance No. 2858 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2866 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

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 18th day of September, 2023.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund	Revenues			Expenditures			Ending Fund
	Balance	Adopted	Adopted	Previous	Adopted	Previous	09/18/23	Balance
	Adopted	Adopted	Previous	09/18/23	Adopted	Previous	09/18/23	Revised
001 General	11,300,000	\$ 41,287,140	\$ 956,272	\$ -	\$ 40,975,513	\$ 1,603,522	\$ 250,000	\$ 10,714,377
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	124,168	-	506,356
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)	590,000	5,131,106	(535,000)	590,000	358,176
320 Street Capital Fund	7,709,379	17,364,200	2,711,700	-	24,625,588	2,957,000	-	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	113,100	-	3,469,084
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	8,227,784	38,031,772	-	-	42,424,254	63,125	-	3,772,177
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	7,950	-	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	92,650	-	3,336,088	107,650	-	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	1,532,500	340,000	4,526,735
611 Firemen's Pension	29,798	164,000	-	-	160,000	-	-	33,798
Total All Funds	\$ 70,291,581	\$ 142,301,059	\$ 4,376,322	\$ 590,000	\$ 169,587,969	\$ 6,948,840	\$ 1,180,000	\$ 39,842,153

SUBJECT: Rainier View Park Playground Replacement Contract Approval

CATEGORY: Motion

BUDGET IMPACT: \$402,562.90 total contract amount. \$187,562.90 from Parks Impact Fees and \$215,000 from playground replacement fund.

ATTACHMENTS:

1. Landscape Structures, Inc. Contract

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Rainier View Park's playground has served the community for the last 16+ years and is at the end of useful life and needs replacing. Staff and the Forestry & Parks Commission worked with several vendors to review proposals. The community helped select the color palette. This contract is for the new playground equipment and installation and totals \$402,562.90.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee
--

MEETING/STUDY SESSION DATE: 8/23/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Landscape Structures, in an amount not-to-exceed \$402,562.90 for the Rainier View Playground Replacement, substantially in a form approved by the City Attorney.



GOODS & SERVICES CONTRACT between the City of Sumner and Landscape Structures, Inc.

THIS CONTRACT is made by and between the City of Sumner, a Washington municipal corporation (hereinafter the "City"), and Landscape Structures, Inc. organized under the laws of the State of Washington, located and doing business at 601 7th Street South, Delano, MN, 55328-8605, 888.438.6574, Misty Link (hereinafter the "Vendor").

CONTRACT

I DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

See Exhibit A – Rainier View Park, Quote / Worksheet # 2304-11875-02-02

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services by **4/30/2024**.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed **\$402,562.90**, including Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

Vendor shall submit monthly invoices to the City. The City shall pay the first monthly invoice once all required paperwork has been received by the City. In the event that any provision of the City's Goods and Services Contract conflicts with any provision or Term of Contractor's Bid, the City's contract provisions shall govern.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

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

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract.

VI. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the

amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

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

XI. INDEMNIFICATION. The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole

negligence of the City.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

XII. INSURANCE. The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

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

A. Minimum Scope of Insurance.

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions. The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

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

E. Verification of Coverage. Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

F. Notice of Cancellation. The Vendor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

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

XIV. PREVAILING WAGES.

The Vendor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. No final payment will be made on this Contract until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" that has been certified by the industrial statistician of the Department of Labor and Industries. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. The Statement of Intent to Pay Prevailing Wages shall include the Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

XV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington, If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Should the parties fail to agree upon or be unable to select an arbitrator, then the dispute shall be resolved by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XI of this Contract.

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

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

assignment shall be made without additional written consent.

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

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

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

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

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

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

CONSULTANT:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Its _____ (Title)	Its <u>Mayor</u> (Title)
DATE: _____	DATE: _____
	By: _____ (signature)
	Print Name: <u>Jason Wilson</u>
	Its <u>City Administrator</u> (Title)
	DATE: _____

	Attest: _____ City Clerk DATE: _____	Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Misty Link Landscape Structures, Inc. 601 7 th Street South Delano, MN 55328 763-972-5591 mistylink@playlsi.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Derek Barry, Community Services Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5714 derekb@sumnerwa.gov	

EXHIBIT A

Rainier View Park Quote / Worksheet # 2304-11875-02-02		 
To: Derek Barry Community Services Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5714 DerekB@SumnerWA.gov	Owner: City of Sumner 1104 Maple Street Sumner WA 98390 253-863-8300	
Project Location: Rainier View Park 15603 Meade McCumber Rd E. Sumner, WA 98390	Ship To: Rainier View Park 15603 Meade McCumber Rd E Sumner, WA 98390	

Date	Lead Time	Terms	Quoted By
August 17, 2023	25-27 weeks	prices valid through 10/31/2023	Chris Donahue 253.691.6847
Quantity	Drawing / Model #		per unit Total

PLAYGROUND EQUIPMENT				
	1174342-02-02	5-12 Composite Playground Structure with Ramp Accessibility per itemized quote #1174342-02-02		\$ 123,780.00
	173591A	OmniSpin Spinner Surface Mount1		\$ 10,465.00
	247189A	Chill Spinner		\$ 2,620.00
	194663A/196213A	ZipKrooz 34' w/Steel Posts/ZipKrooz Assisted Additional Bay 34'		\$ 27,680.00

PLAYGROUND GRASS SAFETY SURFACING				
6,330	Square Feet	ForeverLawn Playground Grass Ultra 3" SafetyFoam Pro (9ft CFH)	\$ 21.43	\$ 135,624.00
	Materials Required	Envirofill Infill per product specifications. Composite edge nailer boards. Also, all associated and required items that accompany this (seaming tape, etc.)		\$ -
				\$ -
				\$ -

PLAYGROUND EQUIPMENT INSTALLATION				
		Deluxe Installation of Playground Equipment per itemized quote sheet #1174342-02-02 by local, factory trained and certified installation crew.		\$ 65,091.95
Sourcewell Contract #010521-LSI City of Sumner ID# 2467 Pricing Discount				\$ (13,163.60)

Issue Purchase Order to:

Landscape Structures, Inc.
 attention: **Misty Link**
 601 - 7th Street South
 Delano, MN 55328-0198
 mistylink@playlsi.com
 763.972.5591



Send for processing to:

PlayCreation, Inc.
 attention: **Chris Donahue**
 2104 SW 152nd Street, ste 1
 Burien, WA 98166
 Chris@PlayCreation.com
 206.932.6636

Freight	\$ 15,540.00
Project Total	\$ 367,637.35
Tax 9.5%	\$ 34,925.55
Total	\$ 402,562.90

APPROVAL _____
 signature date PO#

Quote based on current pricing | Pricing Valid till 12-31-2023 | 50% Deposit Due upon Order Entry

Itemized Quote

Date: 06/29/2023	Organization: PlayCreation, Inc	Design No: 1174342-02-02
By: Chris Donahue	Contact: chris@playcreation.com 253.691.6847	
Project: Rainier View Park Concept B-2		Location: Sumner, WA

PlayBooster® (5-12 years)						
PHASE-1 Direct Bury Mixed Material			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2024)
PlayBooster®						
Bridges & Ramps						
2	174815A	12' Ramp w/Guardrails and Curbs	638.0	8,920.00	1276.0	17,840.00
1	111345A	Bridge/Ramp Transition Bracket			21.0	380.00
1	120325A	Ramp Berm Exit Plate Concrete Wall			30.0	525.00
Climbers Other						
1	219509A	GeoPlex Climber 40"Dk			64.0	1,225.00
Climbers W/Permalene Handholds						
1	229830A	Arcade Climber 96" Deck DB Only			138.0	2,395.00
1	229829B	Chimney Climber 72"Dk DB			145.0	5,200.00
1	122570C	Cliff Climber 64"Dk DB			157.0	2,730.00
1	152907D	Deck Link w/Barriers Steel end panels 4 Steps			296.0	4,235.00
1	229832A	Dot-to-Dot Climber			204.0	2,905.00
1	184605B	O-Zone 3-Ring Climber w/Permalene Handholds Equal Decks Attached to 24"Dk DB			145.0	6,525.00
1	272368F	Zenith Climber w/Permalene Handholds Attached to Hex Deck 96" Deck DB			427.0	8,300.00
Decks						
1	152911B	Curved Transfer Module Left 40"Dk DB			240.0	3,535.00
1	154752A	Hex Deck w/One Extension			472.0	5,850.00
2	178710A	Hexagon Tenderdeck	285.0	3,755.00	570.0	7,510.00
3	121948A	Kick Plate 8"Rise	13.0	145.00	39.0	435.00
4	111231A	Triangular Tenderdeck	62.0	1,015.00	248.0	4,060.00
2	119646A	Tri-Deck Extension	51.0	985.00	102.0	1,970.00
Enclosures						
4	191031A	Accessible Panel Curb	5.0	140.00	20.0	560.00
1	164094A	Bongo Reach Panel Above Deck			37.0	1,145.00
2	115223A	Bubble Panel Above Deck	38.0	1,085.00	76.0	2,170.00
1	135731A	Chimes Reach Panel Above Deck			31.0	1,645.00
1	127953B	Handhold Panel			12.0	215.00
1	127953A	Handhold Panel Set			24.0	355.00
1	135730A	Match 3 Reach Panel Above Deck			24.0	1,050.00
1	115234A	Mirror Panel Above Deck			61.0	1,505.00
1	127439A	Navigator Reach Panel Ground Level			28.0	885.00
1	188835A	Sign Language Panel Above Deck			44.0	1,110.00

Itemized Quote

Date: 06/29/2023	Organization: PlayCreation, Inc	Design No: 1174342-02-02
By: Chris Donahue	Contact: chris@playcreation.com 253.691.6847	
Project: Rainier View Park Concept B-2		Location: Sumner, WA

PlayBooster® (5-12 years)						
PHASE-1 Direct Bury Mixed Material			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2024)
Motion & More Fun						
1	111357A	Chinning Bar Alum DB			41.0	690.00
1	120901A	Grab Bar			5.0	245.00
1	120902A	Handhold Leg Lift			4.0	265.00
2	111275A	Handloop Assembly	10.0	305.00	20.0	610.00
Posts						
2	111404G	100"Alum Post DB	26.0	375.00	52.0	750.00
6	111404F	108"Alum Post DB	28.0	380.00	168.0	2,280.00
5	111404E	116"Alum Post DB	29.0	395.00	145.0	1,975.00
3	111404A	148"Alum Post DB	36.0	505.00	108.0	1,515.00
6	111404Z	182"Steel Post DB 44" Bury	105.0	595.00	630.0	3,570.00
1	154883C	233"Steel Post (60" Bury) For CoolTopper Single Post Pyramid Roof			200.0	1,175.00
1	154883A	265"Steel Post (60" Bury) For CoolTopper Single Post Pyramid Roof			222.0	1,260.00
1	111404J	76"Alum Post DB			19.0	330.00
Roofs						
2	154884A	CoolToppers Single Post Pyramid Roof DB Only ¹	145.0	4,225.00	290.0	8,450.00
Slides						
1	130390A	Double Swoosh Slide 72"Dk DB ¹			174.0	3,020.00
1	190855A	S/S 18"Wide Slide w/SteelX 40"Dk DB			139.0	3,745.00
1	222708B	WhooshWinder Slide 96"Dk DB ¹			283.0	6,195.00
Freestanding Play Climbers						
1	158997A	Pod Climber 10" DB			13.0	355.00
1	120711A	Pod Climber 16" DB			14.0	360.00
1	158998A	Pod Climber 20" DB			15.0	375.00
1	120710A	Pod Climber 8" DB			12.0	355.00
Motion & More Fun						
1	247189A	Chill Spinner DB			92.0	2,620.00
1	173591A	OmniSpin Spinner Surface Mount ¹			499.0	10,465.00
Signs						
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury			24.0	0.00

Itemized Quote

Date: 06/29/2023
By: Chris Donahue
Project: Rainier View Park | Concept B-2

Organization: PlayCreation, Inc
Contact: chris@playcreation.com | 253.691.6847

Design No: 1174342-02-02
Location: Sumner, WA

Freestanding Play (5-12 years)						
PHASE-1 Direct Bury Steel			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2024)

Freestanding Play
Motion & More Fun

1	194663A	ZipKrooz 34' w/Steel Posts DB ¹			1173.0	14,785.00
1	196213A	ZipKrooz Assisted Additional Bay 34' w/Steel Posts DB ¹			768.0	12,895.00

SUMMARY	CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2024)
PlayBooster® (5-12 years) PHASE-1 Total Safety Zone Area = 8097 sq. ft.	246.5	55	127.8	8,100.0	136,865.00
Freestanding Play (5-12 years) PHASE-1 Total Safety Zone Area = 8097 sq. ft.	19.6	11	22.0	1,941.0	27,680.00

ALL PHASES	PlayBooster®	226.7	49	114.0	7,431.0	122,335.00
	Freestanding Play	39.4	17	35.8	2,610.0	42,210.00
	Total	266.1	66	149.8	10,041.0	164,545.00

10:28 AM Wed Jun 28

25%

Home Back Tools Products Estimate Reports Share

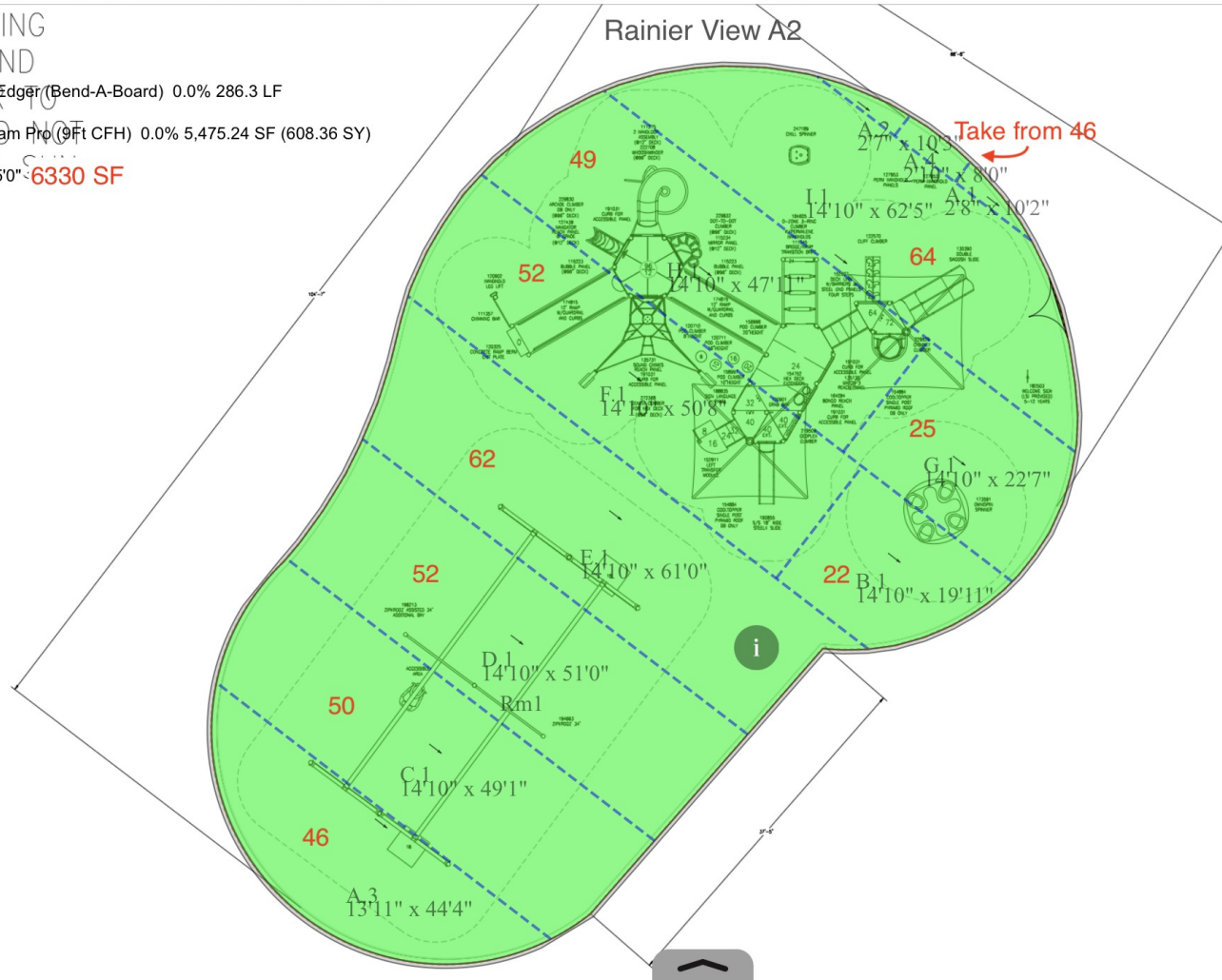
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Laser Views Settings Help

ALL EXISTING
EMENT, AND
PRIOR TO
ERNOON S...

Rainier View A2

1/2" Brown Edger (Bend-A-Board) 0.0% 286.3 LF
3" Safety Foam Pro (9 Ft CFH) 0.0% 5,475.24 SF (608.36 SY)
PG Ultra 150" **6330 SF**



Freedraw
Rect by Size
Note
Dimension
Door
Tabs
Photos

Roll Cut Cut List



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:
Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com



SUBJECT: Rainier View Park Covered Court - Construction Contract Award

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$1,557,779.85

Within Budget Allocation: Yes

ATTACHMENTS:

1. Rainier View Park - Covered Court - BID TAB
 2. Public Works Contract
-

STAFF CONTACT: Andrew Leach, Associate Engineer, Derek Barry, Community Services Manager, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program to help fund this project.

Four (4) bids were received on August 29, 2023 for this project. The lowest responsible bid was submitted by Andy Johnson & Company, Inc. with a base bid amount of \$1,334,805.00. There were two alternate bid items included with the requests for bids. Bid alternate number one was for adding perforated metal panels to the sides of the covered court for wind screening. Bid alternate number 2 was for installing the utility work and concrete pad for the new Portland Loo bathroom. The City has decided to move forward with the base bid and bid alternate number 2. The overall contract amount of \$1,416,163.50, includes bid alternate number 2 and sales tax. The engineer's estimate was \$1,544,330.18.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Andy Johnson & Company, Inc., in an amount not-to-exceed \$1,416,163.50 for the Rainier View Park - Covered Court (CIP18-04), substantially in a form approved by the City Attorney.

Bid Tabulation

	Project Name: Rainier View park - Covered Court												
	CIP No.: 18-04												
	Bid Opening Date: August 1, 2023												
	Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3		Bidder #4	
	Indicates error corrected by PW dept	\$X,XXX.XX		\$1,615,000.00		Andy Johnson & Company, Inc.		General Mechanical Inc.		Skaar Construction Inc.		Pacific Civil & Infrastructure	
	Indicates Bidder modified Proposal	\$X,XXX.XX		(Before taxes)		1420 128th St E		2316 S State St		P.O. Box 1558		5124 180th St E	
	Indicates Revision Due to Duplication	*				Tacoma, WA 98445-3532		Tacoma, WA 98405-2813		Auburn, WA 98071-1558		Tacoma, WA 98446	
				Total		Total		Total		Total		Total	
Bid Item	Bid Item Description	Unit	Quant	Unit Price	Amount		Amount		Amount		Amount		Amount
1	Covered Court Base Bid	LS	1	\$1,376,687.20	\$1,376,687.20		\$1,219,000.00		\$1,375,566.00		\$1,617,000.00		\$1,754,000.00
2	Alternate #1 - Perforated Metal Wall Panel Wind Screen	LS	1	\$204,652.80	\$204,652.80		\$219,700.00		\$170,300.00		\$155,000.00		\$220,000.00
3	Alternate #2 - Install Owner Furnished Manufactured Restroom Building	LS	1	\$33,660.00	\$33,660.00		\$74,300.00		\$66,600.00		\$75,000.00		\$95,000.00
				Subtotal	\$1,376,687.20	Subtotal	\$1,219,000.00	Subtotal	\$1,375,566.00	Subtotal	\$1,617,000.00	Subtotal	\$1,754,000.00
				Tax (9.5%)	\$130,785.28	Tax (9.5%)	\$115,805.00	Tax (9.5%)	\$130,678.77	Tax (9.5%)	\$153,615.00	Tax (9.5%)	\$166,630.00
	Total of Base Bid				\$1,507,472.48		\$1,334,805.00		\$1,506,244.77		\$1,770,615.00		\$1,920,630.00
				Subtotal	\$1,581,340.00	Subtotal	\$1,438,700.00	Subtotal	\$1,545,866.00	Subtotal	\$1,772,000.00	Subtotal	\$1,974,000.00
				Tax (9.5%)	\$150,227.30	Tax (9.5%)	\$136,676.50	Tax (9.5%)	\$146,857.27	Tax (9.5%)	\$168,340.00	Tax (9.5%)	\$187,530.00
	Total of Base Bid + Alt #1				\$1,731,567.30		\$1,575,376.50		\$1,692,723.27		\$1,940,340.00		\$2,161,530.00
				Subtotal	\$1,410,347.20	Subtotal	\$1,293,300.00	Subtotal	\$1,442,166.00	Subtotal	\$1,692,000.00	Subtotal	\$1,849,000.00
				Tax (9.5%)	\$133,982.98	Tax (9.5%)	\$122,863.50	Tax (9.5%)	\$137,005.77	Tax (9.5%)	\$160,740.00	Tax (9.5%)	\$175,655.00
	Total of Base Bid + Alt #2				\$1,544,330.18		\$1,416,163.50		\$1,442,166.00		\$1,852,740.00		\$2,024,655.00
				Subtotal	\$1,615,000.00	Subtotal	\$1,513,000.00	Subtotal	\$1,612,466.00	Subtotal	\$1,847,000.00	Subtotal	\$2,069,000.00
				Tax (9.5%)	\$153,425.00	Tax (9.5%)	\$143,735.00	Tax (9.5%)	\$153,184.27	Tax (9.5%)	\$175,465.00	Tax (9.5%)	\$196,555.00
	Total of all Schedules				\$1,768,425.00		\$1,656,735.00		\$1,765,650.27		\$2,022,465.00		\$2,265,555.00
	Prepared by: Andrew Leach												
	Date: 8/29/2023												

PUBLIC WORKS CONTRACT
between City of Sumner and
Andy Johnson & Company, Inc.

THIS AGREEMENT, made and entered into this day _____,
between the City of Sumner under and by virtue of RCW Title 35 (Cities and towns) as amended and Andy
Johnson & Company, Inc., hereinafter called the Contractor.

WITNESSETH:

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

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

See Exhibit A - Rainier View Park - Covered Court (CIP 18-04)

in accordance with and as described in the (a) attached plans and specifications and general conditions
of the American Institution of Architects (AIA), and (b) all other documents, specifications,
provisions and required regulations contained in the Bid Document package provided at bid opening,
all of which are considered the "Contract Documents" and are incorporated herein by this reference
and made part hereof as if fully set forth in this contract, and, shall perform any changes in the work in
accord with the Contract Documents.

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

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

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

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

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

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

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

VII. Insurance and Indemnification.

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

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

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

Contractor shall furnish the City with original certificates ~~and a copy of the amendatory~~ endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

This section is intended to supplement the attached specifications and Contract Documents. If any provision in this Section VII conflicts with any provision of the specifications attached hereto, the terms of this contract shall control.

VIII. Retainage

Pursuant to RCW 60.28.011, the City shall withhold up to 5% of the Contract sum, not including sales tax as retainage until the entire scope of work under this Contract is accepted. In lieu of retainage being withheld, Contractor may opt to submit a retainage bond instead covering any or all of the sum.

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

CONTRACTOR:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Its _____ (Title)	Its _____ (Title)
DATE: _____	DATE: _____
	By: _____ (signature)
	Print Name: <u>Jason Wilson</u>
	Its _____ City Administrator (Title)
	DATE: _____
	Attest: _____ Approved as to form: _____
	City Clerk _____ City Attorney _____
	DATE: _____ DATE: _____

NOTICES TO BE SENT TO: CONTRACTOR: Craig Lester, President Andy Johnson & Company, Inc. 1420 128th St E Tacoma, WA 98445 360-352-3110 craigl@ajcocontractors.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Andrew Leach, PE, Associate Engineer City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5703 andrewl@sumnerwa.gov
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EXHIBIT A

Rainier View Park – Covered Court
City of Sumner, WA
CIP 18-04

1.1 BASE BID:

AMOUNTS BID INCLUDE ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED IN THE BIDDING AND CONTRACT DOCUMENTS.

A. Covered Court

List Base Bid Total both in words and figures in the Space provided below (do not include sales tax):

one million two hundred nineteen thousand dollars
DOLLARS (\$ 1,219,000.00)

1.2 BID ALTERNATES: Refer to Section 01 2300 – Bid Alternates

A. ~~ALTERNATE BID NO. 1: PERFORATED METAL WALL PANEL WIND SCREEN~~ **ALTERNATE BID NO. 1 NOT SELECTED**

List Base Bid Total both in words and figures in the Space provided below (do not include sales tax):

~~two hundred nineteen thousand and~~ DOLLARS (\$ ~~219,700.00~~)
Seven hundred dollars

1.3 BID ALTERNATES: Refer to Section 01 2300 – Bid Alternates

A. ALTERNATE BID NO. 2: INSTALL OWNER FURNISHED MANUFACTURED RESTROOM BUILDING

List Base Bid Total both in words and figures in the Space provided below (do not include sales tax):

Seventy four thousand and three hundred dollars DOLLARS (\$ 74,300.00)

1.4 TRENCH EXCAVATION SAFETY COSTS:

Included in the above Base Bid is an amount for Trench Excavation Safety for any trenching exceeding a depth of four feet. In accordance with Chapter 39.04 RCW and WAC 296-155-850, all costs for adequate trench safety systems are required to be identified in this Bid. The Bidder certifies that the following amount is included in the Base Bid for Trench Excavation Safety Provisions. If no amount is entered, the Owner will presume that the Bidder represents that there are no Trench Excavation Safety costs for this Project.

Trench Safety System Costs Included are
\$ 2000.00

Base Bid \$1,219,000
Alt. 2 \$74,300
WSST 9.5% \$122,863.50
Contract Total \$1,416,163.50

BID FORM – 00 4113 - 2

EXHIBIT B

CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

_____,
Andy Johnson & Company, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in

accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

SUBJECT: Resolution No. 1663 - Ryan House Demolition

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1663 - Ryan House Demolition
2. Ryan House Presentation

STAFF CONTACT: Drew McCarty, Engineering Specialist, Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

City staff have been working with a consultant on the construction plans for the building renovations of the Ryan House. During inspection openings, many structural issues were found that were not previously known. Due to structural concerns and rising costs, staff presented four potential options to the finance committee. Upon analysis, the committee is recommending the demolition of the Ryan House and restoring the land to a park. This direction also aligns with the Ryan's original intention as stated in the 1926 deed.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee (Multiple meetings), Study Session MEETING/STUDY SESSION DATE: 8/15/2023 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1663 - authorizing the demolition of the Ryan House.

**RESOLUTION NO. 1663
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
DIRECTING THE DEMOLITION OF THE RYAN HOUSE BUILDING.**

WHEREAS, the Ryan family heirs donated a parcel of land along Main Street to the City of Sumner in 1926 as a park for public use, honoring Lucy V. Ryan, and anticipated the house to be used at least five-years as a library before being torn down; and,

WHEREAS, an amendment to the deed in 1979 adds the option to use the house as a museum or house staged to 1890 and reiterates the 1926 deed that no other structures be added except to support the approved uses in the southwest corner, also reiterating that the property must be open and accessible to the public routinely; and,

WHEREAS, after nearly 100 years of service as a library and a museum, by 2018 the house was mostly being used for storage and exclusive use by the Sumner Historical Society board, with most Sumner residents and visitors assuming it to be a private residence; and

WHEREAS, the structure showed clear indications of age and decay with visible leaks, cracks and sagging while also lacking basic life-safety amenities for a public facility such as exit signage, fire suppression system and ADA access; and,

WHEREAS, funding from Pierce County Lodging Tax allowed the City to hire Architectural Resources Group (ARG), architectural historians, in 2019 to conduct a Feasibility and Design study; with the Feasibility Study reporting that the house appeared salvageable although in need of cleaning out so a full structural assessment could be conducted, and the Design Study calling for the facility to be open to the public for a wider array of uses in alignment with the family's wishes and public's investment; and,

WHEREAS, further funding from Pierce County Lodging Tax allowed the City to hire AKANA in 2021 to do a cost estimate for the anticipated repairs and MIG to better design the outdoor spaces for increased accessibility and use; and,

WHEREAS, in 2022 the City sought and obtained further funding for rehabilitation of the facility from Port of Tacoma, Pierce County and State of Washington's Historic Preservation Commission while the Sumner Historical Society packed up and cleaned out the facility for construction; and,

WHEREAS, in late 2022 the City's lodging tax dollars funded a hazardous materials assessment and in 2023 abatement work was performed to remove all hazardous materials. Lodging tax dollars also funded the hiring of hire Wiss, Janney, Elstner Association Inc (WJE), another architecture/engineering firm specializing in historic structures, to perform a conditional assessment and construction documents; and,

WHEREAS, through WJE's assessment it was determined that the repair costs of the facility exceeded available funding; and,

WHEREAS, staff, as a cost management method, worked with WJE to evaluate a phased construction model, and determined that phasing the project only inflated long term costs, while not providing public access to the building; and,

WHEREAS, on June 15, 2023, WJE's structural engineers deemed the kitchen attic "past failure" based on observations that the attic to stud connections are all split, making the load carrying capacity of the attic floor, and the roof itself completely compromised. The consultant made the recommendation of no occupancy or storage to take place in the kitchen until further notice. The pioneer cabin ceiling had a significant sag in the SW corner, and when the additional inspection was performed, it was determined that the ceiling boards were not nailed to the joists above, which became even more clear when they fell and narrowly missed the City employee helping to expose the structure, and the existing ceiling and roof framing would need to be replaced; and,

WHEREAS, WJE provided assessments that still included more questions than answers and needed an additional \$40,000-\$50,000 in funding to give the City a clearer picture of the house's needs to try to save the structure; and,

WHEREAS, City staff and WJE engaged staff from the State's Department of Historic Preservation (DAHP) to explore options to potentially save portions of the building like the farmhouse section that had less dire structural issues and learned that the entire building was registered as significant, meaning that should the City accept the State funding, the State likely would require the City to preserve the entire structure, including the failing kitchen and pioneer cabin wings or risk losing historic status/funding; and,

WHEREAS, repeated break-ins and vandalism signaled the project could not be delayed further to seek more funding without providing a safety risk to the public and City staff as well as any future contractors; and,

WHEREAS, staff could find no easy answers with the newly found structural issues outpacing funding, putting extensive financial risk on the taxpayers; City staff prepared and presented four potential options for the Ryan House's future to the Council's Finance & Personnel Committee; and,

WHEREAS, option #1 offered complete rehabilitation of the Ryan House at an estimated minimum of \$2.2 million, using \$1.1 million the City secured in grant funding, leaving a cost of at least \$1.1 million unfunded with more extensive structural assessment needed; and,

WHEREAS, option #2 offered rehabilitation of the "farmhouse" section of the house and demolition of the failing kitchen wing and pioneer cabin wing for a total project cost estimated at \$1.26 million with \$304,000 of the State grant funding obtained likely no longer valid and the remaining \$798,000 unknown if it could be used for this modified scope, leaving an estimated \$463,000 to \$1.26 million unfunded with more extensive structural assessment needed; and,

WHEREAS, option #3 offered complete demolition of the entire Ryan House and development of the space as an active park with a project cost estimated at \$600,000; and,

WHEREAS, option #4 offered complete demolition of the entire Ryan House and site restoration to an open grassy area with a project cost estimated at \$100,000; and,

WHEREAS, any unfunded amount for all four options would be a general fund obligation from either fund balance or reserve funds; and,

WHEREAS, staff researched the possibility of additional grant funds, and any additional options would only be available starting in 2025, long after this project would need to begin; and,

WHEREAS, on August 15, 2023, the Council Finance Committee recommended staff proceed to the full Council with only Option #3 or Option #4, both of which would include the demolition of the entire structure; and,

WHEREAS, future development of this site will be in line for funding with the City’s other extensive park needs throughout various neighborhoods; and,

WHEREAS, the building in its current state, has been burglarized several times, has a compromised fire detection system and has been deemed a safety hazard to occupy; and,

WHEREAS, in light of the circumstances, it is in the public’s best interest to halt attempts to rehabilitate the structure and pursue the family’s original intent to develop a publicly accessible park in honor of Lucy V. Ryan.

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

Section 1. That the City Council of the City of Sumner has determined that the Ryan House building located at 1228 Main St in Sumner Washington, and donated to the City in 1926, is unfit for human occupancy, would require renovations and rehabilitation that are cost prohibitive, and hereby directs staff to cause the building to be demolished and the property restored into a park for the foreseeable future.

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

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

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

A photograph of a two-story house with a gabled roof and a chimney. The house has light-colored siding and dark brown trim around the windows and roofline. A porch with decorative brackets runs across the front. A large tree is in the foreground on the left, and a smaller tree is on the right. The sky is overcast.

RYAN HOUSE

Council Meeting
9/18/2023

Edith E. Van Vechten,
 Ward E. Van Vechten, Henry
 R. Ryan, Amy J. Ryan, Lewis
 D. Ryan, Mildred E. Ryan,
 Charles A. Ryan, Constance P.
 Ryan, Warren W. Ryan and
 Muriel Ryan

DEDICATION DEED
 Consideration *
 Dated Jan. 25, 1926
 Ack'd Jan. 25, 1926
 Filed Apr. 9, 1928
 at 10-14 A.M.
 (Filed Under Land
 Registration Act)

-To-

Town of Sumner, Pierce County,
 Washington

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned grantors and dedicators, to-wit:
 Edith E. Van Vechten, of Tacoma, Washington; Henry R.
 Ryan, Lewis D. Ryan, Charles A. Ryan and Warren W. Ryan,
 of Sumner, Washington, being the heirs at law and
 devisees of Lucy V. Ryan, deceased, and the owners of the
 property hereinafter described, which constituted the
 home of the said Lucy V. Ryan, deceased, being desirous
 of perpetuating her said home as a memorial to her, do
 hereby grant, convey and dedicate to the Town of Sumner
 Pierce County, Washington, and to the public forever,
 that certain tract of land, situated in the town of
 Sumner, Pierce County, State of Washington, and described
 as follows: to-wit:

The North one hundred and thirty-six (136) feet of
 Tract Twenty-seven (27) Ryan's Second Addition to the
 Town of Sumner, Pierce County, State of Washington;
 and the East Twenty-four (24) feet of Tract Twenty-
 six (26) in Ryan's First Addition to the Town of Sumner,
 Pierce County, State of Washington, reserving the
 right to remove one Holly tree, Tea Roses, and other
 small plants.

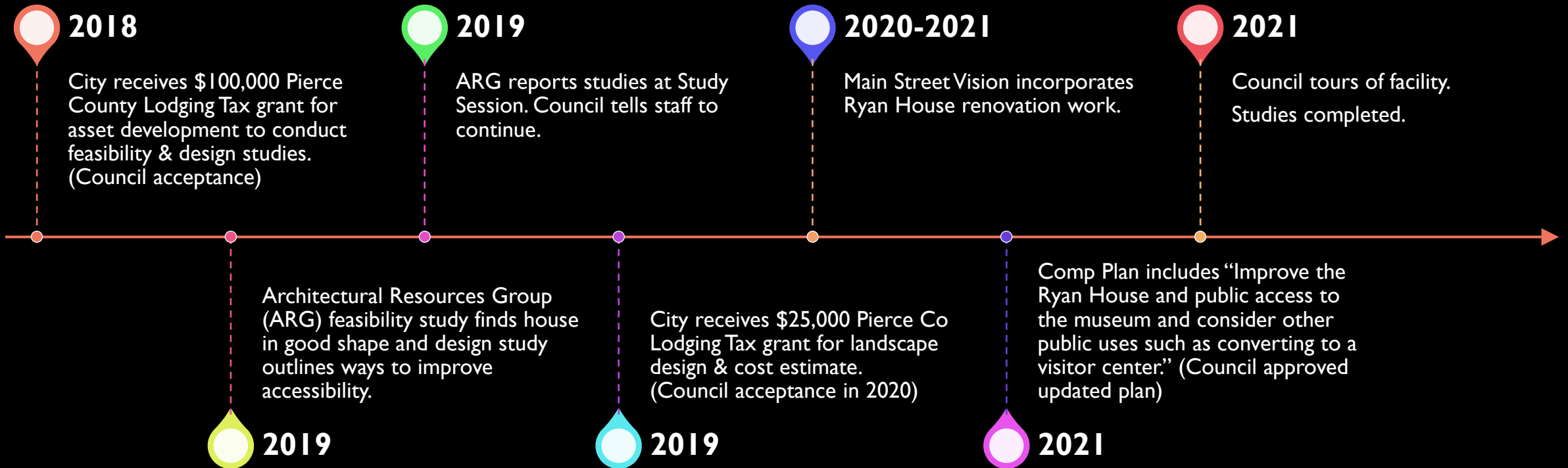
The said premises being hereby granted, conveyed
 and dedicated to the Town of Sumner for the use of
 the public forever as and for a public park and site for
 a public library, to be maintained on said premises



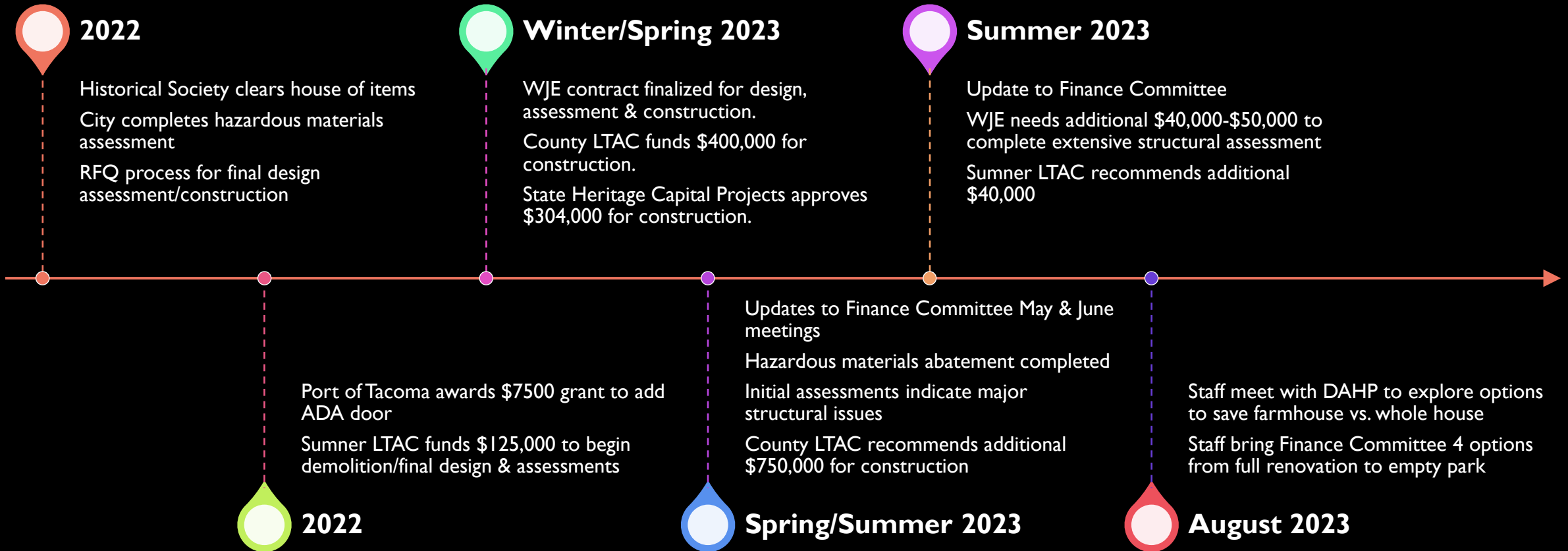
Backstory

- 1926 deed to City, amended in 1979
- Focus is Lucy V. Ryan Park
- Allow house to stay for at least 5 years as a library only or (later) museum
- No other uses
- No other buildings can be built
- Intent of both deeds: park that is open, accessible and enjoyed by the public

How We Got Here



How We Got Here



ADDITIONAL INVESTIGATION OF UNKNOWNNS

COMPLETED 6/15

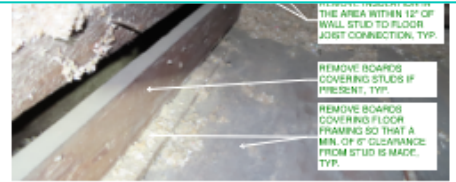
- Consultant (WJE) performed additional inspection openings to determine previous existing unknown conditions in the following areas:

- Pioneer Cabin
- Kitchen

INVESTIGATION OPENING AT CABIN CEILING.

REMOVE FINISHES ATTACHED TO CEILING FRAMING IN AREA INDICATED WITH GREEN SHADING SO THAT CEILING FRAMING CAN BE OBSERVED.

NOTE THAT THERE IS BLOWN IN INSULATION ABOVE CEILING IN THIS AREA THAT WILL ALSO NEED TO BE REMOVED.

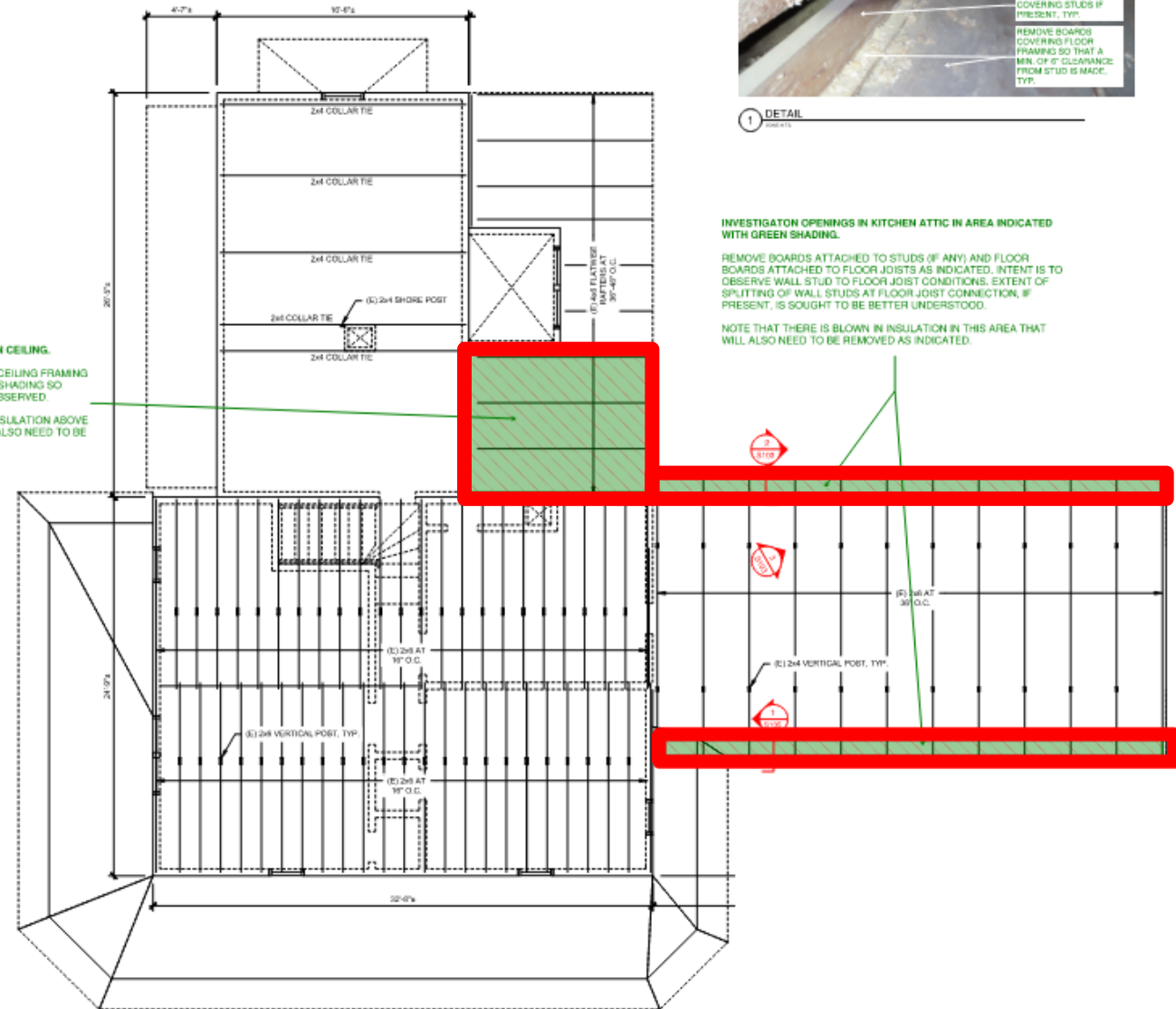


1 DETAIL

INVESTIGATION OPENINGS IN KITCHEN ATTIC IN AREA INDICATED WITH GREEN SHADING.

REMOVE BOARDS ATTACHED TO STUDS (IF ANY) AND FLOOR BOARDS ATTACHED TO FLOOR JOISTS AS INDICATED. INTENT IS TO OBSERVE WALL STUD TO FLOOR JOIST CONDITIONS, EXTENT OF SPLITTING OF WALL STUDS AT FLOOR JOIST CONNECTION, IF PRESENT, IS SOUGHT TO BE BETTER UNDERSTOOD.

NOTE THAT THERE IS BLOWN IN INSULATION IN THIS AREA THAT WILL ALSO NEED TO BE REMOVED AS INDICATED.



1 Ceiling and Low Roof Framing Plan

UNKNOWN SUPDATE

PIONEER CABIN

PREVIOUS UNKNOWN:

- Sagging Ceiling Framing in SW corner - further investigation is needed to determine the extent of the problem.
- Floor and Wall framing deficiencies in the SW corner of the 2nd floor – further investigation to determine configuration of the as-built framing.

DISCOVERED:

- Ceiling boards were not nailed to joists above
- Will need to remove existing ceiling framing and install new ceiling framing & new roof framing



UNKNOWN UPDATE

KITCHEN

PREVIOUS UNKNOWN:

- Splitting at the top of studs in the kitchen – further investigation is needed to determine the extent of the problem.
- Structural attachment between kitchen walls and roof adjacent to farmhouse - further investigation to determine configuration of the as-built framing.

DISCOVERED:

- Every stud is split at the roof to top of stud connection. Due to how roof framing and attic joists are connected to the studs
 - Kitchen attic was determined to be past failure.
 - No gathering allowed in the kitchen attic or kitchen currently
 - Shoring/stabilization plan will need to be implemented for any work to occur
- Structural attachment will need to be added between the kitchen walls and roof to the adjacent farmhouse walls.



ABATEMENT

June 7th – June 9th

PIONEER CABIN

- Glue dots under the ceiling tile

VICTORIAN FARMHOUSE (PARLOR, DINING ROOM, AND ENTRYWAY)

- Asbestos found in Vinyl Tile & Dark Mastic (adhesive) under the tile.



OPTION OVERVIEW

	STATE	COUNTY	BALANCE	TOTAL PROJECT COST	CONSTRUCTION RISK LEVEL	FINANCE RISK LEVEL	MAINTENANCE COST
1	\$304,000	\$798,000	\$1.1 Million (City/County)	\$2.2 Million	HIGH	HIGH	HIGH
2	X	\$0 to \$798,000	\$463,000 to \$1.26 Million (City/County/ State)	\$1.26 Million	MEDIUM	HIGH	MEDIUM
3	X	X	\$600,000 (City only)	\$600,000	MEDIUM	LOW	LOW
4	X	X	\$100,000 (City only)	\$100,000	LOW	LOW	LOW

Notes:

1. If any existing grants are returned – They cannot be used for any other Sumner project
2. Cost includes basic park development only, upgraded development is an additional \$400,000

OPTIONS

- **OPTION 1: FULL REHABILITATION**

Keep County/State grants, est. \$1.1M+ short, high risk for increasing costs

- **OPTION 2: KEEP FARMHOUSE**

Possible to keep some grants, est. \$400,000-\$1.2M short, lower risk for increasing costs

- **OPTION 3: FULLY DEVELOPED PARK SPACE**

No grants remain, est. \$600,000, low risk of increasing costs, loss of history

- **OPTION 4: UNDEVELOPED PARK SPACE**

No grants remain, est. \$100,000, low risk of increasing costs, loss of history

FINANCE COMMITTEE RECOMMENDATION

- Finance chose to proceed with Options #3 & #4
- Reality means that Option #4 is before full Council to demo the Ryan house and restore the site.
- Council will choose how quickly to proceed with Option #3 as part of future budget processes, taking into account this need as part of the full Parks & Open Space plan.

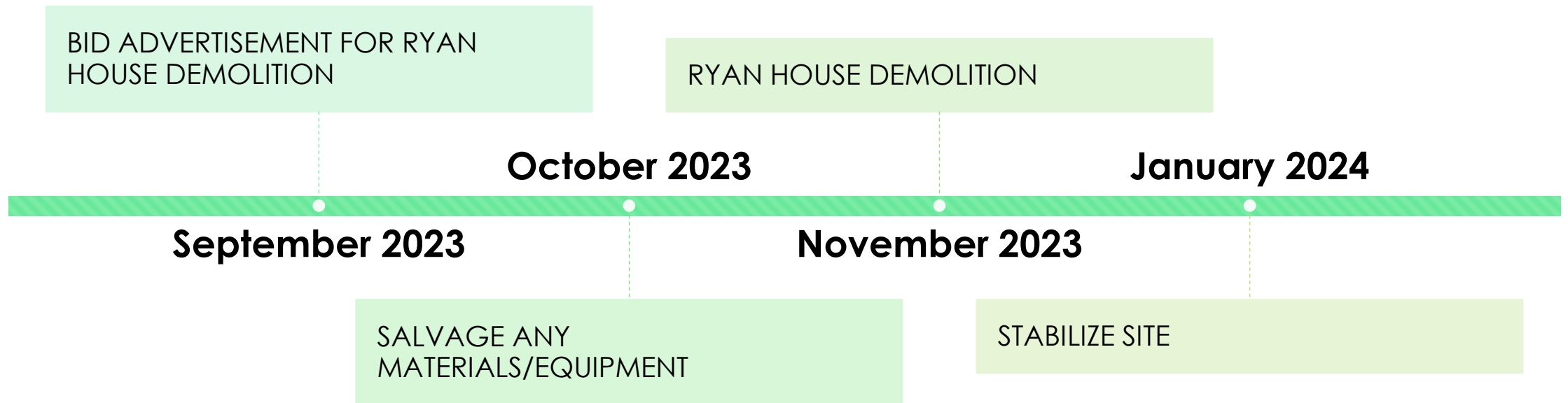


Sumner Parks & Trails Plan

NEXT STEPS



ESTIMATED TIMELINE



QUESTIONS

