SPECIAL CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
December 11, 2023 6:00 PM

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.

Amended

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Elfers, Hochstatter, and Stuard

RECOGNITION

1. Officer Allensworth

OATH OF OFFICE

1. Mr. Geoff Boone

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 regular meeting of December 4, 2023.
2. Wood and Main Intersection Property Acquisition - Bike Shop
3. Wood and Main Intersection Project - Dairy Freeze Property Acquisition
4. Pierce County Permanent Access and Landscape Easement - Stewart Road Bridge (Parcel 2003)
5. Pierce County Temporary Construction Easement - Stewart Road Bridge Replacement project (Parcels 0422 and 3047)
6. Temporary Construction Easement with Pierce County - Stewart Road Bridge Replacement project (Parcel 2003)
7. Temporary Construction Easement with Pierce County - Stewart Road Bridge Replacement Project (Parcel 2022)
8. Natural Systems Design - Consultant Contract Amendment
9. Maple Street Pedestrian Signal - Consultant Contract Amendment
10. Approval of check and electronic payments in the amount of $4,046,294.09.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**

a. Ordinance No. 2874 - 2023/2024 Mid-Biennial Budget Amendment

2. **Public Comment (Limit 3 minutes)**
   Members of the community who wish to give public comment are strongly encouraged to join the meeting via the provided link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the day of the meeting. Any written comments received will be read into the record and/or distributed to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

3. **New Business**
   a. Manufacturing and Industrial Center Transit-BusUp Master Services Agreement for 2024
   b. Ordinance No. 2877- 2024 Compensation Schedule

4. **Reports**
   a. Council
   b. City Administrator
   c. Mayor

5. **Executive Session**

6. **Adjournment**

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

Amended

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3857

SUBJECT: Approval of the minutes from the regular meeting of December 4, 2023. **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Minutes - December 4, 2023

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:

CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
December 4, 2023 6:00 PM

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

Staff present: Wilson, Marquez, Windish, Kosa, Palmer, Barber, Raymond, Steffens, McCurdy, Leach and 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, Reed and Stuard

COUNCILMEMBER BROWN WAS ABSENT. MOVED BY HOCHSTATTER, SECONDED BY REED TO EXCUSE BROWN FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

OATH OF OFFICE

Mr. Andy Elfers was administered the Oath of Office by City Clerk Michelle Converse to fill the vacancy, through December 31, 2023, caused by Councilmember Neuman's early vacation of her seat in September.

CONSENT AGENDA

MOVED BY HOCHSTATTER SECONDED BY BITETTO TO APPROVE THE CONSENT AGENDA

1. Employment Agreement with M. Kosa for Public Works Director
2. Approval of the minutes from the November 20th, 2023 regular council meeting and the 27th of November 2023 study session.

PASSED BY VOICE VOTE

PUBLIC HEARING

Ordinance No 2874 – 2023/2024 Mid-Biennial Budget Amendment

Mayor Hayden opened the Public Hearing at 6:07pm. Chief Financial Officer Kassandra Raymond addressed the Council.

Ms. Enslow, Park Street commented.

With no other comments from Council or the public, Mayor Hayden closed the Public Hearing at 6:14pm.

REGULAR BUSINESS

1. **Unfinished Business**

DRAFT

2. **Public Comment**

Randall Adams of 63rd Court East spoke about the Ryan House.

Nick Bierman, Parker Road East, spoke about the Ryan House.

3. **New Business**

a. Ordinance No. 2875 – Utility Rate Adjustments

MOVED BY STUARD SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2875 – UTILITY RATE ADJUSTMENT.

Associate City Engineer Andrew Leach addressed the Council.

Council discussion ensued.

Randall Adams of 63rd Court East – spoke against the rate increase.

PASSED BY ROLL CALL VOTE 4-2.
Councilmembers Reed, Bitetto, Cole and Deputy Mayor Hochstatter voting yes.
Councilmembers Stuard and Elfers voting no.

b. Ordinance No. 2876 – System Development Charge Adjustments

MOVED BY BITETTO SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2876 – SYSTEM DEVELOPMENT CHARGE ADJUSTMENTS

Associate City Engineer Andrew Leach addressed the Council.

Council discussion ensued.

UNANIMOUSLY PASSED BY ROLL CALL VOTE.

4. **Reports**
   a. **Council**

Councilmember Reed enjoyed the Santa parade.

Councilmember Elfers also enjoyed the parade and watched Sumner High School wrestling matches.

Councilmember Cole welcomed Councilmember Elfers.

Deputy Mayor Hochstatter had a great time at the parade and enjoys finding the people that she recognizes in the crowd.

Councilmember Staurd congratulated new Public Works Director Michael Kosa and new Councilmember Andy Elfers.

Councilmember Bitetto highlighted Pierce County Council in-District meeting. She ended her comments by welcoming new Councilmember Andy Elfers.

DRAFT

b. **City Administrator**

City Administrator Jason Wilson reported on the following:

Upcoming Policy Issues:

December 11, 2023 – Study Session
Cancelled

December 11, 2023 – Special Regular Council Meeting

Officer Allensworth Recognition: 2023 NCIC Success Story of the Year
Wood and Main Intersection Property Acquisitions - Bike Shop/Dairy Freeze
Several permanent and construction easements for the Stewart Road Bridge replacement project.
Maple Street Pedestrian Signal - Consultant Contract Amendment
Natural Systems Design Contract Supplement
Ordinance for the 2023/2024 Mid-Biennial Budget Amendment
Ordinance adopting the 2024 Compensation Schedule (non-reps / Teamsters)
Agreement with BusUp for MIC Transit

Miscellaneous:

Staff are monitoring the weather and river forecasts. We anticipate high water on both the Puyallup and White Rivers, but don't anticipate any significant impacts to residential areas. Starting tomorrow afternoon the Sumner link trail will be closed as we will likely have water covering portions of it.

c. **Mayor**

Mayor Hayden commented on the following:

The Santa Parade and Bridge Lighting. It was a lot of fun and thanked everyone who came.

Shope local. Please remember to shop locally not only this time of year but any time! Sumner is full of unique gifts.

Toy Box. The Police Department is once again collecting toys for local kids. If you care to contribute, drop off an unwrapped toy this week, there is a box in the lobby.

5. **Executive Session**

There was none tonight.

6. **Adjournment**

With no other matters before the Council, Mayor Hayden adjourned the meeting at 6:35pm. Councilmembers concurred.

ATTEST:

_____
Michelle Converse, City Clerk

_____
Kathy Hayden, Mayor

DRAFT

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3813

SUBJECT: Wood and Main Intersection Property Acquisition - Bike Shop **CATEGORY:** Motion

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Warranty Deed

STAFF CONTACT:

SUMMARY BACKGROUND:
In June, 2022, the City of Sumner and Qualey Properties LLC (Owner of Bicycle shop) hadn't yet reached agreement on the compensation for property needed for the City's Main and Wood Intersection improvement project, so the parties entered into a Possession and Use Agreement. The property included 173 square feet of fee property and a limited duration temporary construction easement. The City's offer at the time was $100,000 so that money was deposited into escrow. The parties have now reached agreement on compensation at a total of **$124,300**. This will require the City to pay an additional $24,300 and authorize the Mayor to execute the deed, excise tax affidavit and all other necessary documents to finalize the acquisition.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 12/5/2023
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Authorize the purchase of the Bicycle Shop property necessary for the Wood and Main intersection improvement project at a total price of $124,300 and authorize the Mayor to execute any and all acquisition documents for the purchase.

REAL PROPERTY VOUCHER

AGENCY NAME **City of Sumner** Public Works Department 1104 Maple Street, Ste. 260 Sumner, WA 98390-1423	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) — TIN/SSN: **Qualey Properties, LLC** **1406 Main Street** **Sumner, WA 98390**	X Paul W Qualey — 11-14-2013 **Paul W. Qualey**
PROJECT NO. AND TITLE **Main and Wood Intersection Improvement Project**	X
FEDERAL AID NO. **STPUL-3150(009)** — PARCEL NO. **420244088**	

In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:	DATED	$ AMOUNT
LAND: **Fee: 173 square feet**		**$8,500.00**
Temporary Construction Easement: 1,177 square feet	+	**$5,600.00**
IMPROVEMENTS:	+	**$5,600.00**
DAMAGES:		
Improvements: asphalt, brick sidewalk, wheel stops	+	**$96,600.00**
Land	+	
Other	+	
SPECIAL BENEFITS		
JC (Just Compensation) Amount		**$116,300.00**
REMAINDER:		
Uneconomic Remnant	+	
Excess Acquisition	+	
DEDUCTIONS:		
Amount Previously Paid		
Performance Bond		
Salvage Amount		
Pre Paid Rent		
Other		
ADMINISTRATIVE SETTLEMENT	+	**$8,000.00**
STATUTORY EVALUATION ALLOWANCE	+	
ESCROW FEE	+	
REAL ESTATE EXCISE TAX	+	
OTHER: Funds in Escrow	+	-100,000.00

ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID
Melinda Burkhart Melinda Burkhart	11.14.23		~~$124,300.00~~
AUTHORIZED AGENT FOR AGENCY	DATE		$24,300.00

LPA-321 10/2014

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Paul Qualey

2 Business name/disregarded entity name, if different from above
Bonney Lake Bicycle of Sumner

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1406 Main St

Requester's name and address (optional)

6 City, state, and ZIP code
Sumner Wa

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[redacted]

or

Employer identification number
–

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 11-14-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste. 260
Sumner, WA 98390-1423

Document Title: Warranty Deed
Reference Number of Related Document:
Grantor: Qualey Properties, LLC
Grantee: City of Sumner
Legal Description: Ptn W.M. Kincaid DLC, SW S24-T20N-R4E, Pierce County, WA
Additional Legal Description is on Pages 3 and 4 of Document.
Assessor's Tax Parcel Number: 0420244088

WARRANTY DEED

Main and Wood Intersection Improvements

The Grantor, **Qualey Properties, LLC, a Washington limited liability company**, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **City of Sumner, a Municipal Corporation**, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

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

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

WARRANTY DEED

Date: 11 · 14 ,2023

Qualey Properties, LLC

By: Paul Qualey

Its: Governor

Accepted by the City Sumner:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Printed Name: _____

Title: City Attorney

Date: _____

STATE OF WASHINGTON)
: ss
County of Pierce)

On this 14 day of November 2023, before me personally appeared Paul Qualey, to me known to be the Governor of Qualey Properties, LLC, a Washington Limited Liability Company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

MELINDA STAHR BURKHART
APPOINTMENT EXPIRES August 25, 2026
NOTARY PUBLIC
COMM # 151169
STATE OF WASHINGTON

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

My commission expires 8 · 25 · 2026

FA No. STPUL-3150(009)
Project No. CIP 19-02
Parcel No. 0420244088

WARRANTY DEED

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 30 FEET SOUTH OF AND 507.02 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF THE W.M. KINCAID DONATION LAND CLAIM;
THENCE SOUTH 100 FEET;
THENCE WEST 23 FEET;
THENCE WEST 40.30 FEET;
THENCE NORTH 95 FEET TO THE SOUTH LINE OF MAIN STREET;
THENCE EAST 96.30 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MONUMENT AT THE INTERSECTION OF MAIN STREET AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE SOUTH 89°04'33" EAST, ALONG THE MONUMENTED CENTERLINE OF SAID MAIN STREET, 144.43 FEET;

THENCE SOUTH 00°56'53" WEST, 30.00 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°56'53" WEST, 2.74 FEET TO A LINE 2.74 SOUTH OF AND PARALLEL WITH SAID NORTH MARGIN;

THENCE NORTH 89°04'33" WEST, ALONG SAID PARALLEL LINE, 63.30 FEET;

THENCE NORTH 00°56'40" EAST, 2.74 FEET TO THE NORTH MARGIN OF SAID MAIN STREET;

THENCE SOUTH 89°04'33" EAST, ALONG SAID NORTH MARGIN, 63.30 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 173± SQUARE FEET

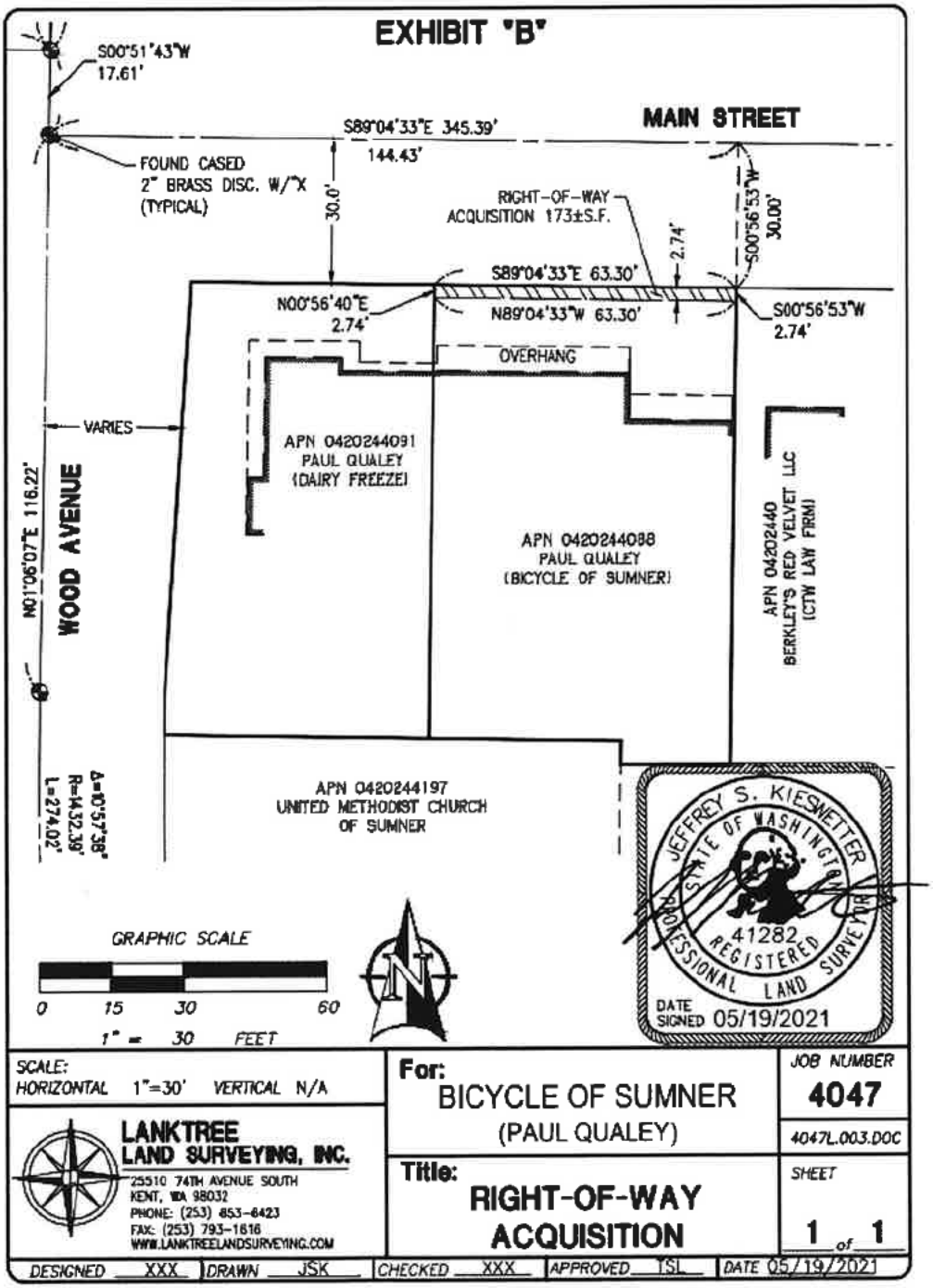
JEFFREY S. KIESWETTER
STATE OF WASHINGTON
41282
REGISTERED
PROFESSIONAL LAND SURVEYOR
DATE SIGNED 05/19/2021

Grantor's Initials

PQ

FA No. STPUL-3150(009)
Project No. CIP 19-02
Parcel No. 0420244088

WARRANTY DEED



FA No. STPUL-3150(009)
Project No. CIP 19-02
Parcel No. 0420244088

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3814

SUBJECT: Wood and Main Intersection Project - Dairy Freeze Property Acquisition **CATEGORY:** Motion

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Deed and Voucher

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:
In June, 2022, the City of Sumner and the owners of the Dairy Freeze property hadn't yet reached agreement on the compensation for property needed for the City's Main and Wood Intersection improvement project, so the parties entered into a Possession and Use Agreement to allow the project to proceed on time. The property included 1362 square feet of fee property and a limited duration temporary construction easement. The City's offer at the time was $95,000 so that money was already deposited into escrow. The parties have now reached agreement on compensation at a total of **$119,000**. This will require the City to pay an additional $24,000 and authorize the Mayor to execute the deed, excise tax affidavit and all other necessary documents to finalize the acquisition.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 12/5/2023
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Authorize the purchase of the Dairy Freeze property necessary for the Wood and Main intersection improvement project at a total price of $119,000 and authorize the Mayor to execute any and all acquisition documents for the purchase.

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste. 260
Sumner, WA 98390-1423

Document Title: Warranty Deed
Reference Number of Related Document:
Grantors: Delores M., Qualey, Paul A. Qualey & Janelle Qualey
Grantee: City of Sumner
Legal Description: Ptn W.M. Kincaid DLC, SE S24-T20N-R4E, Pierce County, WA
Additional Legal Description is on Page 4 and 5 of Document
Assessor's Tax Parcel Number: 0420244091

WARRANTY DEED

Main and Wood Intersection Improvements

The Grantors, Delores M. Qualey as her separate estate, Paul A. Qualey and Janelle Qualey, husband and wife, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00), and other valuable consideration, hereby convey and warrant to the **City of Sumner, a Washington Municipal Corporation**, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

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

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

WARRANTY DEED

Date: November 16, 2023

Delores M. Qualey

Paul A. Qualey

Janelle Qualey

Accepted by the City of Sumner:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Printed Name: Andrea Marquez

Title: City Attorney

Date: 11/16/2023

WARRANTY DEED

STATE OF WASHINGTON)
: ss
County of Pierce)

On this 16th day of Nov, 2023, before me personally appeared Paul A. Qualey & Janelle Qualey, husband and wife, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

ANDREA MARQUEZ 172315 NOTARY PUBLIC COMMISSION EXPIRES 01-09-27 STATE OF WASHINGTON

Print name
Andrea Marquez
Notary Public in and for the State of Washington, residing at Lake Tapps
My commission expires 1-9-2027

STATE OF WASHINGTON)
: ss
County of Pierce)

On this 16th day of Nov, 2023, before me personally appeared Delores M. Qualey, as her separate estate, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

ANDREA MARQUEZ 172315 NOTARY PUBLIC COMMISSION EXPIRES 01-09-27 STATE OF WASHINGTON

Print name
Andrea Marquez
Notary Public in and for the State of Washington, residing at Lake Tapps
My commission expires 1-9-2027

FA No. STPUL-3150(009)
Project No. CIP 19-02
Parcel No. 0420244091

WARRANTY DEED

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 30 FEET SOUTH OF AND 570.32 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF THE W.M. KINCAID DONATION LAND CLAIM;
THENCE WEST 51 FEET TO THE EAST LINE OF WOOD AVENUE;
THENCE SOUTH ON SAID EAST LINE 95 FEET;
THENCE EAST 51 FEET;
THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MONUMENT AT THE INTERSECTION OF MAIN STREET AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE SOUTH 89°04'33" EAST, ALONG THE MONUMENTED CENTERLINE OF SAID MAIN STREET, 81.13 FEET;

THENCE SOUTH 00°56'40" WEST, 30.00 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°56'40" WEST, 2.75 FEET TO A LINE 2.74 SOUTH OF AND PARALLEL WITH SAID NORTH MARGIN;

THENCE NORTH 89°04'33" WEST, ALONG SAID PARALLEL LINE, 40.22 FEET;

THENCE SOUTH 01°06'07" WEST, 92.25 FEET;

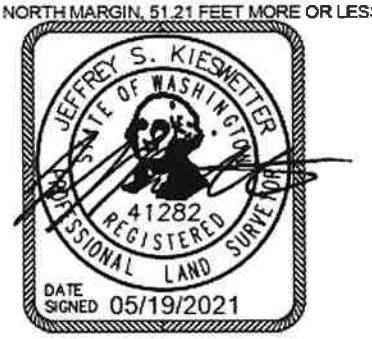
THENCE NORTH 89°04'28" WEST, 14.96 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF SAID WOOD AVENUE AND A POINT ON A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS SOUTH 89°21'44" EAST;

THENCE NORTHERLY ALONG SAID EAST MARGIN AND THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,406.39 FEET, THROUGH A CENTRAL ANGLE OF 00°21'21", AND AN ARC LENGTH OF 8.73 FEET;

THENCE NORTH 03°45'24" EAST, ALONG SAID EAST MARGIN, 88.36 FEET TO THE NORTH MARGIN OF SAID MAIN STREET;

THENCE SOUTH 89°04'33" EAST, ALONG SAID NORTH MARGIN, 51.21 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

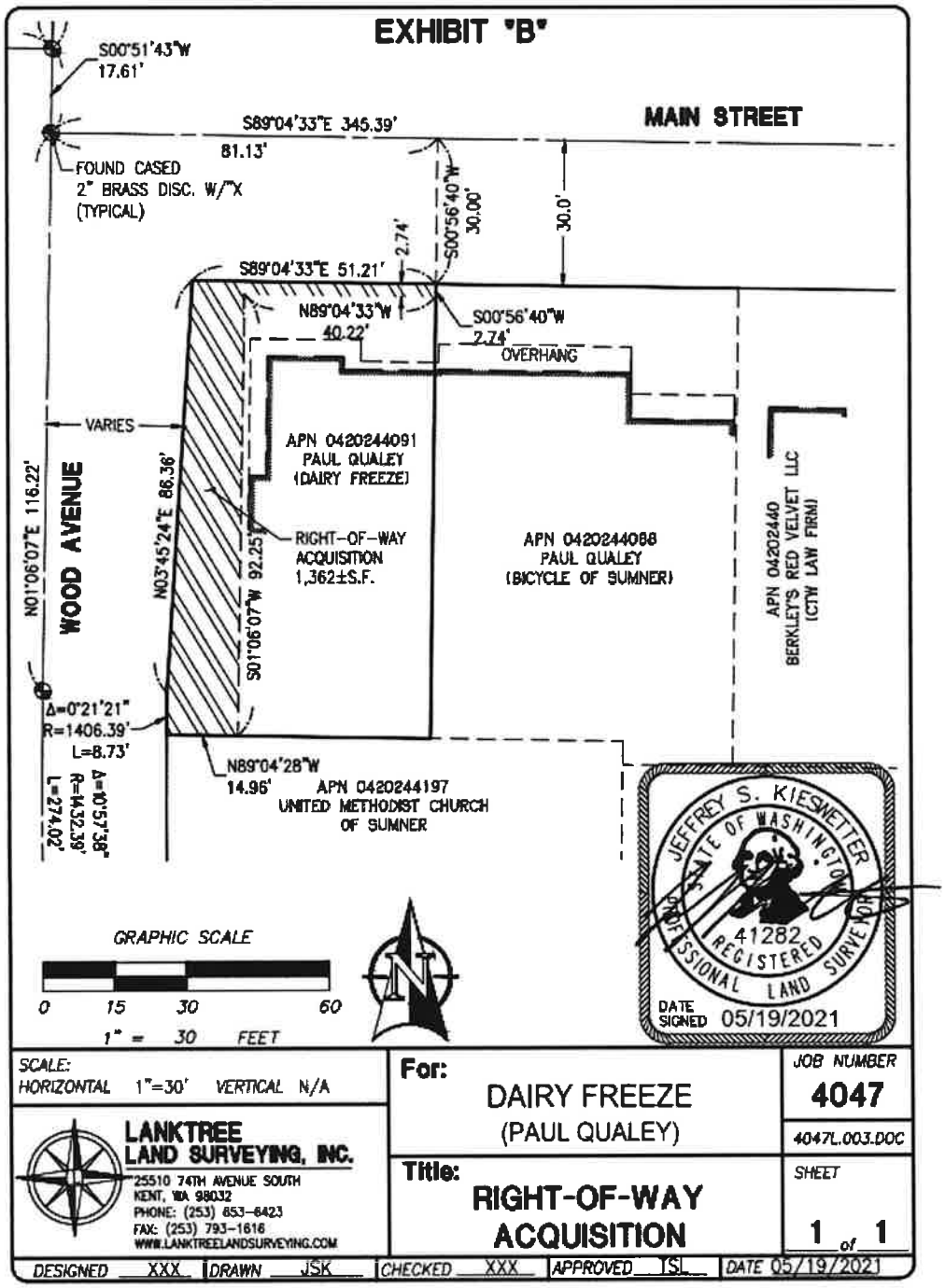
CONTAINING 1,362± SQUARE FEET



Grantor's Initials

FA No. STPUL-3150(009)
Project No. CIP 19-02
Parcel No. 0420244091

WARRANTY DEED



FA No. STPUL-3150(009)
Project No. CIP 19-02
Parcel No. 0420244091

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 30 FEET SOUTH OF AND 507.02 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF THE W.M. KINCAID DONATION LAND CLAIM;
THENCE SOUTH 100 FEET;
THENCE WEST 23 FEET;
THENCE WEST 40.30 FEET;
THENCE NORTH 95 FEET TO THE SOUTH LINE OF MAIN STREET;
THENCE EAST 96.30 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MONUMENT AT THE INTERSECTION OF MAIN STREET AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE SOUTH 89°04'33" EAST, ALONG THE MONUMENTED CENTERLINE OF SAID MAIN STREET, 144.43 FEET;

THENCE SOUTH 00°56'53" WEST, 30.00 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°56'53" WEST, 2.74 FEET TO A LINE 2.74 SOUTH OF AND PARALLEL WITH SAID NORTH MARGIN;

THENCE NORTH 89°04'33" WEST, ALONG SAID PARALLEL LINE, 63.30 FEET;

THENCE NORTH 00°56'40" EAST, 2.74 FEET TO THE NORTH MARGIN OF SAID MAIN STREET;

THENCE SOUTH 89°04'33" EAST, ALONG SAID NORTH MARGIN, 63.30 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 173± SQUARE FEET

JEFFREY S. KIESWETTER
STATE OF WASHINGTON
41282
REGISTERED
PROFESSIONAL LAND SURVEYOR
DATE SIGNED 05/19/2021

Project Name: Sumner Wood & Main
May 18, 2021

Page of

BY: JSK
Ref. DWG: 4047EXH05.dwg

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 30 FEET SOUTH OF AND 570.32 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF THE W.M. KINCAID DONATION LAND CLAIM;
THENCE WEST 51 FEET TO THE EAST LINE OF WOOD AVENUE;
THENCE SOUTH ON SAID EAST LINE 95 FEET;
THENCE EAST 51 FEET;
THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MONUMENT AT THE INTERSECTION OF MAIN STREET AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE SOUTH 89°04'33" EAST, ALONG THE MONUMENTED CENTERLINE OF SAID MAIN STREET, 81.13 FEET;

THENCE SOUTH 00°56'40" WEST, 30.00 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°56'40" WEST, 2.75 FEET TO A LINE 2.74 SOUTH OF AND PARALLEL WITH SAID NORTH MARGIN;

THENCE NORTH 89°04'33" WEST, ALONG SAID PARALLEL LINE, 40.22 FEET;

THENCE SOUTH 01°06'07" WEST, 92.25 FEET;

THENCE NORTH 89°04'28" WEST, 14.96 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF SAID WOOD AVENUE AND A POINT ON A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS SOUTH 89°21'44" EAST;

THENCE NORTHERLY ALONG SAID EAST MARGIN AND THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,406.39 FEET, THROUGH A CENTRAL ANGLE OF 00°21'21", AND AN ARC LENGTH OF 8.73 FEET;

THENCE NORTH 03°45'24" EAST, ALONG SAID EAST MARGIN, 86.36 FEET TO THE NORTH MARGIN OF SAID MAIN STREET;

THENCE SOUTH 89°04'33" EAST, ALONG SAID NORTH MARGIN, 51.21 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,362± SQUARE FEET

JEFFREY S. KIESWETTER
STATE OF WASHINGTON
41282
REGISTERED
PROFESSIONAL LAND SURVEYOR
DATE SIGNED 05/19/2021

Project Name: Sumner Wood & Main
May 19, 2021

BY: JSK
Ref. DWG: 4047EXH04.dwg

REAL PROPERTY VOUCHER

AGENCY NAME	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.	
City of Sumner Public Works Department 1104 Maple Street, Ste. 260 Sumner, WA 98390-1423	SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED
GRANTOR OR CLAIMANT (NAME, ADDRESS) / TIN/SSN:		
Delores M. Qualey **Paul and Janelle Qualey** **P.O. Box 213** **Lilliwaup, WA 98555**	**X Delores M. Qualey**	11/16/23
	X Paul A. Qualey	11/16/23
PROJECT NO. AND TITLE **CIP 19-02** **Main and Wood Intersection Improvements**	**X Janelle Qualey**	11/16/23
FEDERAL AID NO. **STPUL-3150(009)** / PARCEL NO. **420244091**		

In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:	DATED	$ AMOUNT
LAND: 1,362 sq. ft.		$71,500.00
TCE 926 sq. ft.	+	$4,700.00
IMPROVEMENTS: Building, site improvements	+	$9,000.00
DAMAGES:		
Cost to Cure: Improvements	+	
Cost to Cure: land ($5.00 sq. ft. x 3,722 sq. ft.)	+	$25,800.00
Proximity	+	
SPECIAL BENEFITS		
JC (Just Compensation) Amount Rounded		$111,000.00
REMAINDER:		
Uneconomic Remnant	+	
Excess Acquisition	+	
DEDUCTIONS:		
Amount Previously Paid		
Performance Bond		
Salvage Amount		
Pre Paid Rent		
Other		
ADMINISTRATIVE SETTLEMENT	+	$8,000.00
STATUTORY EVALUATION ALLOWANCE	+	
ESCROW FEE	+	
REAL ESTATE EXCISE TAX	+	
OTHER: Escrow Funds	+	-95,000.00

ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID
Melinda Burkhart			$1~~19,000.00~~ $24,000
AUTHORIZED AGENT FOR AGENCY	DATE		

LPA-321 10/2014

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3822

SUBJECT: Pierce County Permanent Access and Landscape Easement - Stewart Road Bridge (Parcel 2003)

CATEGORY: Motion

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Permanent Access and Landscape Easement

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:
As part of the Stewart Road Bridge replacement project, the City required a perpetual non-exclusive easement from Pierce County for access to and the transportation of equipment and personnel for the construction, improvement, inspection, maintenance, and repair of storm drainage facilities, together with the right for the City to enter upon said premises at any time with all necessary staff, material, and equipment for the purposes of constructing, inspecting, repairing, and maintaining the same, and together with the right for the City to plant, maintain, inspect and remove landscape plantings.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 12/5/2023
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Authorize the Mayor to execute any and all documents necessary to effectuate the Permanent Access and Landscape Easement from Pierce County for the Stewart Road Bridge replacement project, in a form as approved by the City Attorney.

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste 260
Sumner, WA 98390
Attention: Mike Dahlem

Document Title: Permanent Access and Landscape Easement
Grantor: Pierce County
Grantee: City of Sumner
Legal Description: Ptn of E 1/2 NW 1/4 Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Page 4 and 5 of Document.
Assessor's Tax Parcel Number: 0420012003

PERMANENT ACCESS AND LANDSCAPE EASEMENT

City of Sumner, Stewart Bridge Replacement Project (the "Project)

The Grantor, Pierce County, a political subdivision of the State of Washington, for and in consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and in consideration of the obligations outlined in that certain Interlocal Agreement dated December 14, 2020 between Pierce County and the City of Sumner, grants unto the City of Sumner, a municipal corporation and political subdivision of the State of Washington, and its agents, assigns, contractors, employees and consultants ("Grantee"), a perpetual non-exclusive easement for the purpose of ingress, egress, and access to and from, and the transportation of equipment and personnel for work on storm drainage facilities located on a parcel not owned by Grantor (Adjacent Storm Drainage Facilities), and also for the purpose of planting, maintaining, inspecting, and removing landscape plantings

Said lands being situated in Pierce County, State of Washington, and described as follows:

For legal description and depiction
See Exhibit A & Exhibit B attached hereto and made a part hereof ("Permanent Access and Landscape Easement")

While this easement conveys to Grantee the right to install landscape plantings over a portion of the Permanent Access and Landscape Easement area, Grantee specifically acknowledges that Grantor retains the property right to disturb or relocate Grantee's landscape plantings if Grantor undertakes any future Capital Improvement Project within the Permanent Access and Landscape Easement area. Grantor agrees to provide notice before modifying any of Grantee's installed landscaping.

Grantee agrees that any aggregate stockpiled materials can only be stockpiled between April 1 and October 15, and only outside of the regulated floodplain.

The Grantee shall obtain and comply with all federal, state, and local permits issued in connection with all work performed by the Grantee in perpetuity except as may be otherwise modified for any future work performed by the Grantor.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20_____.

GRANTOR
PIERCE COUNTY

_____
Planning and Public Works Deputy Director

Acknowledgement on the following page

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Bruce Wagner is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Planning and Public Works Deputy Director of Pierce County, a Municipal Corporation and Political Subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

_____
(Print Name)

_____
Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

_____

APPROVED as to form only:

_____
Pierce County Deputy Prosecuting Attorney

GRANTEE
CITY OF SUMNER

Accepted and Approved City of Sumner:

By: _____

Approved as to form:

By: _____

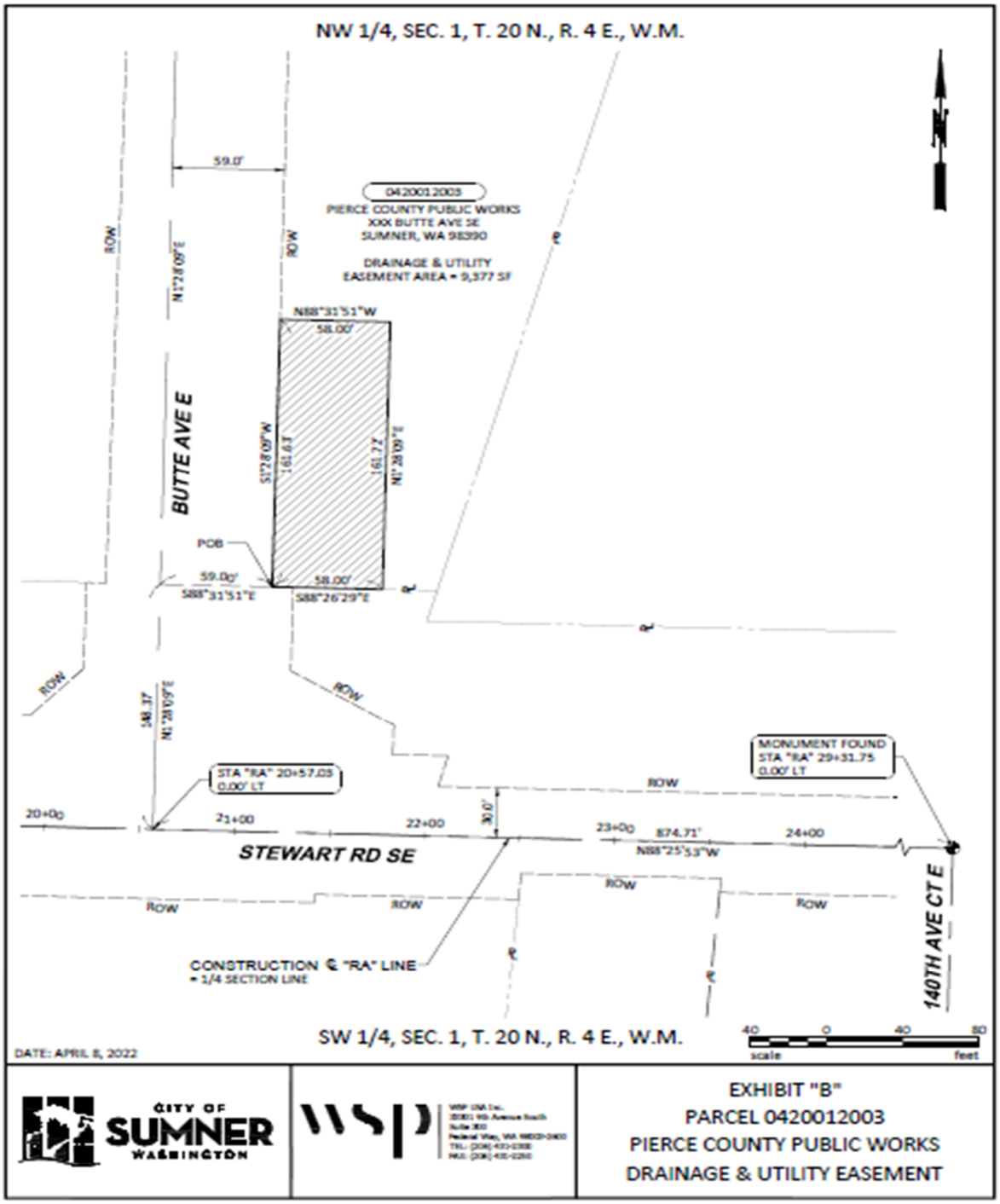
Printed Name: Mike Dahlem
Title: Public Works Director
Date:

Printed Name: Andrea Marquez
Title: City Attorney
Date:

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420012003
PIERCE COUNTY PUBLIC WORKS
DRAINAGE & UTILITY EASEMENT

THAT PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 0420012003;
THENCE NORTH 01°28'09" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF BUTTE AVE E, A DISTANCE OF 161.63 FEET;
THENCE SOUTH 88°31'51" EAST, A DISTANCE OF 58.00 FEET;
THENCE SOUTH 01°28'09" WEST, A DISTANCE OF 161.72 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 0420012003;
THENCE NORTH 88°26'29" WEST ALONG THE SAID SOUTH LINE, A DISTANCE OF 58.00 FEET, TO THE SOUTHWEST CORNER OF PARCEL 0420012003 AND THE POINT OF BEGINNING.


NW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
59.0'
0420012003
PIERCE COUNTY PUBLIC WORKS
XXX BUTTE AVE SE
SUMNER, WA 98390
DRAINAGE & UTILITY
EASEMENT AREA = 9,377 SF
N88°31'51"W
58.00'
BUTTE AVE E
S1°28'09"W
161.63'
161.72'
N1°28'09"E
POB
59.00'
58.00'
S88°31'51"E
S88°26'29"E
ROW
STA "RA" 20+57.05
0.00' LT
MONUMENT FOUND
STA "RA" 29+31.75
0.00' LT
20+00
21+00
22+00
30.0'
23+00
874.71'
24+00
N88°25'53"W
STEWART RD SE
140TH AVE CT E
CONSTRUCTION ℄ "RA" LINE
= 1/4 SECTION LINE
SW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
40
0
40
80
scale
feet
DATE: APRIL 8, 2022
CITY OF
SUMNER
WASHINGTON
WSP
EXHIBIT "B"
PARCEL 0420012003
PIERCE COUNTY PUBLIC WORKS
DRAINAGE & UTILITY EASEMENT

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3823

SUBJECT: Pierce County Temporary Construction Easement - Stewart Road Bridge replacement project (Parcels 0422 and 3047)

CATEGORY: Motion

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Temporary Access & Construction Easement

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:
As part of the Stewart Road Bridge replacement project, the City needs to acquire a temporary, non-exclusive easement from Pierce County for the purpose of building an access road to excavate and rebuild an existing levee, together with the right of the City to plant, maintain, inspect and remove landscape plantings along, across, and upon adjacent property owned by Pierce County.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 12/5/2023
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Authorize the Mayor to execute any and all documents necessary to effectuate the temporary construction easement with Pierce County for parcels ending in 0422 and 3047, in a form as approved by the City Attorney.

After recording return
document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste 260
Sumner, WA 98390-1423
Attn: Mike Dahlem

Document Title: Temporary Access and Construction Easement
Grantor: Pierce County
Grantee: City of Sumner
Legal Description: PTN of Lots 1-7, Block 60, C.D. Hillman's Pacific City Division Number 4, Book 8 of Plats, page(s) 36 and 37; PTN of SW 1/4 Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Pages 5-8 of Document.
Assessor's Tax Parcel Number: 4495400422 & 0420013047

TEMPORARY EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project (The "Project")

THE GRANTOR, Pierce County, a political subdivision of the State of Washington, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and in consideration of the obligations outlined in that certain Interlocal Agreement dated December 14, 2020 between , do by these presents grants and conveys to the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, for the use of the public, a temporary, non-exclusive easement for the purpose of building an access road to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement project, together with the right of the City of Sumner to plant, maintain, inspect and remove landscape plantings along, across, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described and depicted in Exhibits A-1, B-1, A-2 and B-2, attached hereto and made a part hereof ("Easement Area").

Grantee's use of the Easement Area is expressly limited and conditioned as follows:

1. Any aggregate stockpiled materials can only be stockpiled between April 1 and October 15, and only outside of the regulated floodplain.

2. Grantee must obtain and fully comply with all necessary permits for its use of the Easement Area, including stockpiling.

3. Grantee shall leave the Easement Area free of debris and materials and in the same or improved condition as its original condition following the end of the temporary construction easement.

4. Grantee shall not cause or permit any activity on the Easement Area that will or may, directly or indirectly, result in any release of or the presence of any hazardous substance or pollutant on the Easement Area.

5. Grantor is in preliminary design of a Capital Improvement Project that may require use of the Easement Area. Grantor expressly reserves the right to use the Easement Area during the term outlined herein, but any such use shall not directly interfere with, and shall be coordinated with the rights granted hereunder.

6. The temporary rights herein granted shall terminate on December 31, 2025, unless otherwise extended by the Parties in writing.

Grantee's Project contemplates landscape plantings over a portion of the Temporary Access and Construction Easement area. Grantee specifically acknowledges that the landscape plantings are not required permanent mitigation for the Project, and are not required to be placed in a protected covenant. Grantee further specifically acknowledges that the landscape plantings installed by Grantee pursuant to the Project may be disturbed and re-located by Grantor in the course of any future Capital Improvement Project undertaken by Grantor that touches or concerns the parcels encumbered by the easement rights granted hereunder.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20_____.

GRANTOR
PIERCE COUNTY

_____
Planning and Public Works Deputy Director

Acknowledgement on the following page

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Bruce Wagner is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Planning and Public Works Deputy Director of Pierce County, a Municipal Corporation and Political Subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

_____
(Print Name)

_____
Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

_____

APPROVED as to form only:

_____
Pierce County Deputy Prosecuting Attorney

GRANTEE CITY OF SUMNER

Accepted and Approved City of Sumner:

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

Approved as to form:

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

Exhibit A-1

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400422
PIERCE COUNTY PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST ALONG THE CENTERLINE OF STEWART RD SE, A DISTANCE OF 575.12 FEET; THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 21.40 FEET; THENCE SOUTH 05°13'18" WEST, ALONG THE EAST LINE OF PARCEL 4495400422, A DISTANCE OF 8.62 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 05°13'18" WEST, ALONG THE EAST LINE OF SAID PARCEL 4495400422, A DISTANCE OF 54.11 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL TO THE RIGHT-OF-WAY LINE OF STEWART ROAD SE, A DISTANCE OF 20.63 FEET;
THENCE NORTH 05°13'18" EAST, A DISTANCE OF 16.50 FEET;
THENCE NORTH 88°25'53" WEST, A DISTANCE OF 83.53 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 4495400422;
THENCE NORTH 01°34'07" EAST, ALONG THE WEST LINE OF SAID PARCEL 4495400422, A DISTANCE OF 25.55 FEET;
THENCE SOUTH 88°25'53" EAST, PARALLEL WITH THE RIGHT-OF-WAY LINE OF SAID STEWART ROAD SE, A DISTANCE OF 40.90 FEET;
THENCE NORTH 01°34'07" EAST, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 88°25'53" EAST, PARALLEL WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 65.08 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B-1

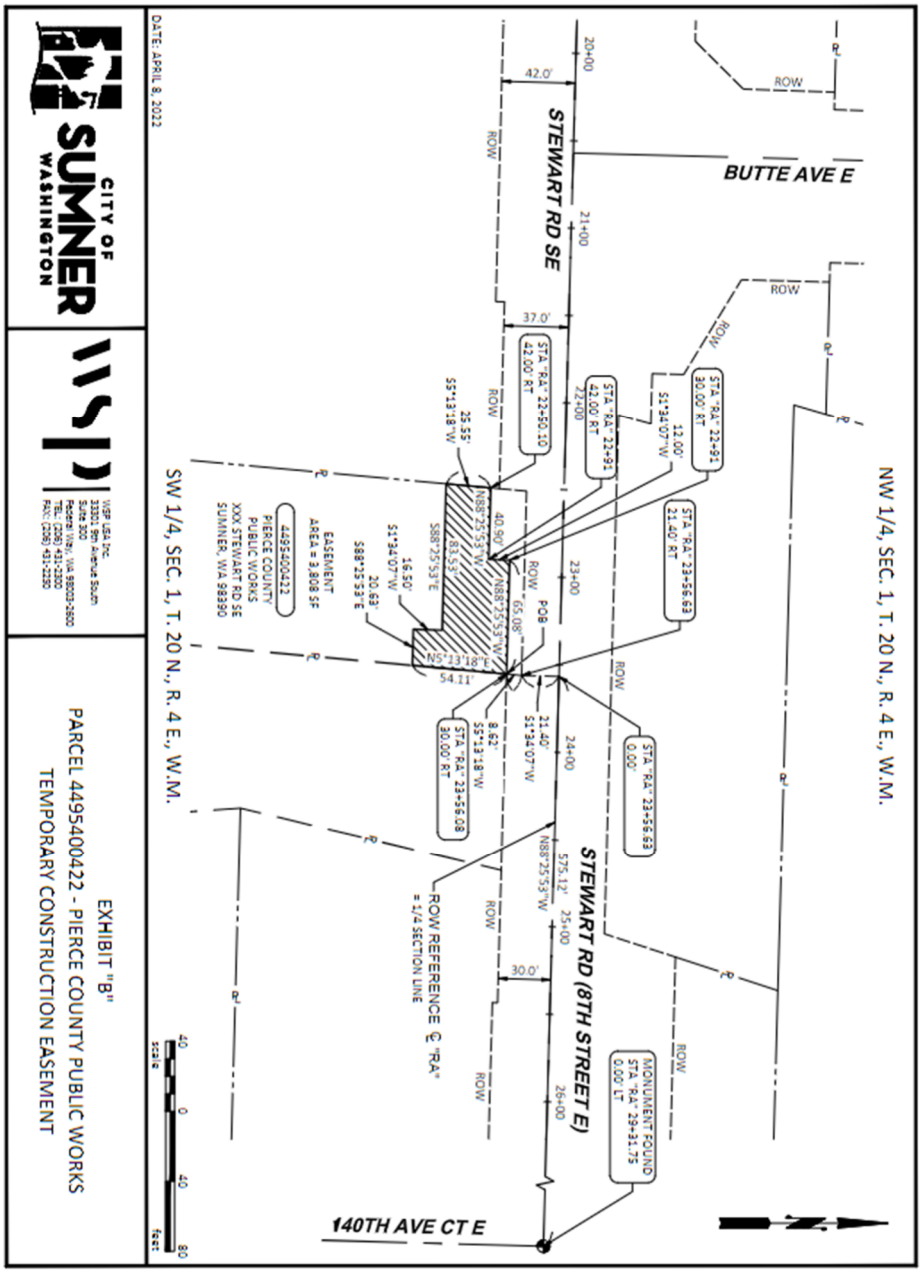

NW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
BUTTE AVE E
STEWART RD SE
STEWART RD (8TH STREET E)
140TH AVE CT E
SW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
ROW
POB
STA "RA" 22+92 30.00' RT
12.00' S1°34'07"W
STA "RA" 22+91 42.00' RT
STA "RA" 23+56.63 21.40' RT
STA "RA" 22+50.10 42.00' RT
STA "RA" 23+56.63 0.00'
MONUMENT FOUND STA "RA" 29+31.75 0.00' LT
STA "RA" 23+56.08 30.00' RT
ROW REFERENCE ℄ "RA" = 1/4 SECTION LINE
N88°25'53"W 575.12'
N88°25'53"W 40.90'
N88°25'53"W 83.53'
N88°25'53"W 65.08'
S88°25'53"E 25.55'
S5°13'18"W 8.62'
S1°34'07"W 21.40'
S1°34'07"W 16.50'
S88°25'53"E 20.63'
N5°13'18"E 54.11'
42.0'
37.0'
30.0'
20+00
21+00
22+00
23+00
24+00
25+00
26+00
EASEMENT AREA = 3,808 SF
44954000422
PIERCE COUNTY PUBLIC WORKS
XXX STEWART RD SE
SUMNER, WA 98390
CITY OF SUMNER WASHINGTON
WSP USA Inc.
33301 9th Avenue South
Suite 300
Federal Way, WA 98003-2600
TEL: (206) 431-2300
FAX: (206) 431-2300
DATE: APRIL 8, 2022
EXHIBIT "B"
PARCEL 44954000422 - PIERCE COUNTY PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT
40 0 40 80
scale
feet

Exhibit A-2

LEGAL DESCRIPTION
PARCEL 0420013047
PIERCE COUNTY PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 463.26 FEET; THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF PARCEL 0420013047 AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 13°32'07" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013047, A DISTANCE OF 55.20 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE A DISTANCE OF 104.41 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 0420013047;
THENCE NORTH 05°13'18" EAST, ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 54.11 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 0420013047;
THENCE SOUTH 88°25'53" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART ROAD, A DISTANCE OF 112.41 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 0420013047, AND THE TRUE POINT OF BEGINNING.

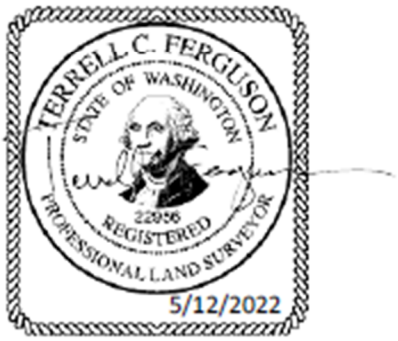
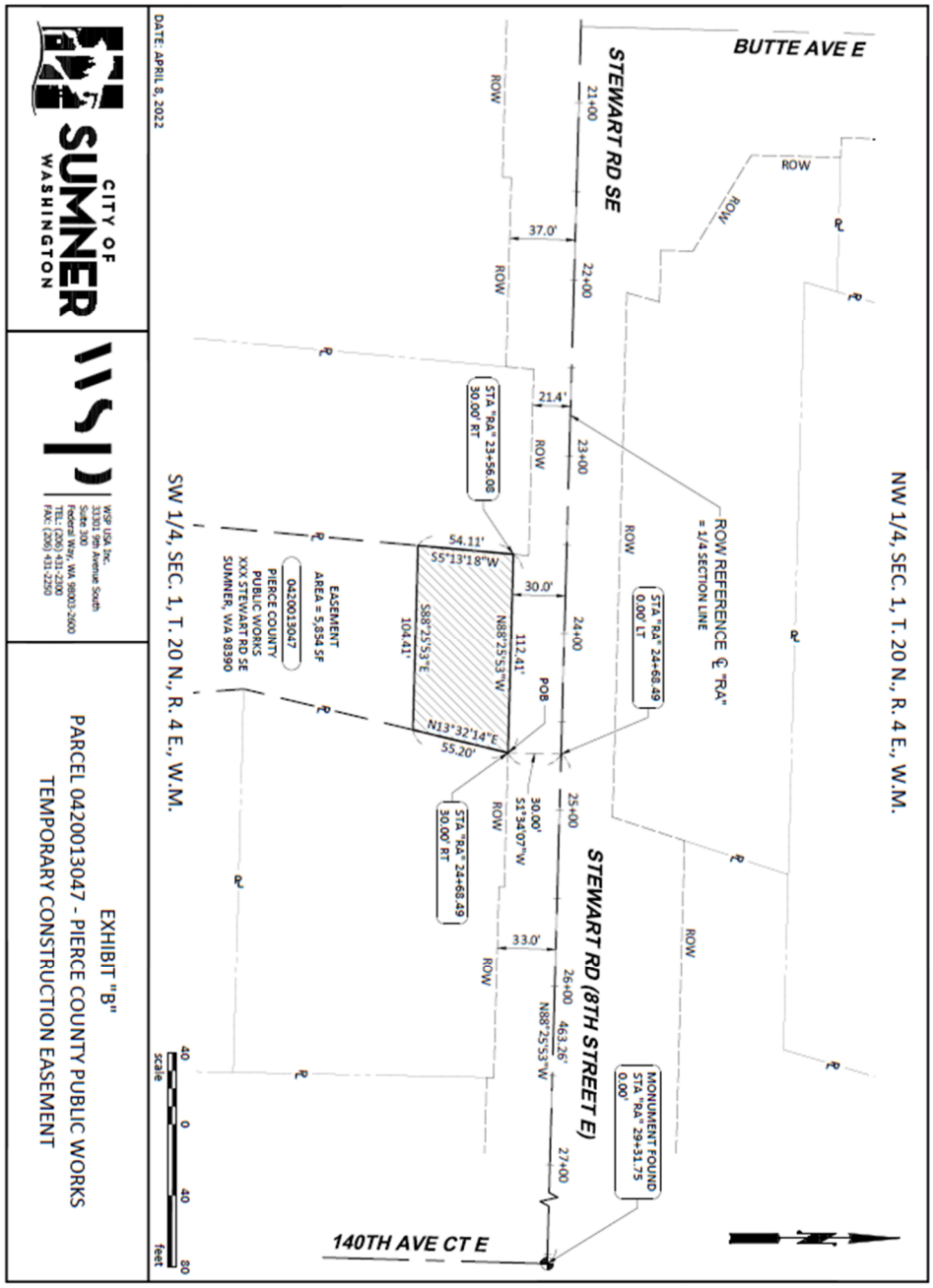


Exhibit B-2


NW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
BUTTE AVE E
ROW
ROW
STEWART RD SE
21+00
22+00
37.0'
ROW
ROW
ROW REFERENCE ℄ "RA"
= 1/4 SECTION LINE
STA "RA" 24+68.49
0.00' LT
MONUMENT FOUND
STA "RA" 29+31.75
0.00'
STA "RA" 23+56.08
30.00' RT
21.4'
23+00
24+00
25+00
26+00
27+00
463.26'
N88°25'53"W
STEWART RD (8TH STREET E)
54.11'
S5°13'18"W
30.0'
112.41'
N88°25'53"W
POB
S88°25'53"E
104.41'
N13°32'14"E
55.20'
30.00'
51°34'07"W
STA "RA" 24+68.49
30.00' RT
33.0'
EASEMENT
AREA = 5,854 SF
0420013047
PIERCE COUNTY
PUBLIC WORKS
XXX STEWART RD SE
SUMNER, WA 98390
140TH AVE CT E
SW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
40
0
40
80
scale
feet
DATE: APRIL 8, 2022
CITY OF
SUMNER
WASHINGTON
WSP USA Inc.
33301 9th Avenue South
Suite 300
Federal Way, WA 98003-2600
TEL: (206) 431-2200
FAX: (206) 431-2250
EXHIBIT "B"
PARCEL 0420013047 - PIERCE COUNTY PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3824

SUBJECT: Temporary Construction Easement with Pierce County - Stewart Road Bridge replacement project (Parcel 2003)

CATEGORY: Motion

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Temporary Easement

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:
As part of the Stewart Road Bridge Replacement project, the City needs to acquire a temporary, non-exclusive access and construction easement from Pierce County for the purpose of building an access road and equipment and material transport to excavate and rebuild an existing levee together with the right of the City to plant, maintain, inspect and remove landscape plantings along, across, and upon the real property owned by Pierce County.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 12/5/2023
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Authorize the Mayor to execute any and all documents necessary to effectuate a temporary construction easement with Pierce County over parcel ending 2003 for the Stewart Road Bridge Replacment project, in a form as approved by the City Attorney.

After recording return
document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste 260
Sumner, WA 98390-1423
Attn: Mike Dahlem

Document Title: Temporary Access and Construction Easement
Grantor: Pierce County
Grantee: City of Sumner
Legal Description: Ptn of E 1/2 NW 1/4 Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Page 5 of Document.
Assessor's Tax Parcel Number: 0420012003

TEMPORARY EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project

THE GRANTOR, Pierce County, a political subdivision of the State of Washington, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and in consideration of the obligations outlined in that certain Interlocal Agreement dated December 14, 2020 between Pierce County and the City of Sumner, do by these presents grant and convey to the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, for the use of the public, a temporary, non-exclusive access and construction easement for the purpose of building an access road and equipment and material transport to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement project together with the right of the City of Sumner to plant, maintain, inspect and remove landscape plantings along, across, and upon the following described real property situated in Pierce County, Washington.

> Said lands being situated in Pierce County, State of Washington, and described and depicted in Exhibits A and B, attached hereto and made a part hereof ("Easement Area").

Grantee's use of the Easement Area is expressly limited and conditioned as follows:

1. Any aggregate stockpiled materials can only be stockpiled between April 1 and October 15, and only outside of the regulated floodplain.

2. Grantee must obtain and fully comply with all necessary permits for its use of the Easement Area, including stockpiling.

3. Grantee shall leave the Easement Area free of debris and materials and in the same or improved condition as its original condition following the end of the temporary construction easement.

4. Grantee shall not cause or permit any activity on the Easement Area that will or may, directly or indirectly, result in any release of or the presence of any hazardous substance or pollutant on the Easement Area.

5. Grantor is in preliminary design of a Capital Improvement Project that may require use of the Easement Area. Grantor expressly reserves the right to use the Easement Area during the term outlined herein, but any such use shall not directly interfere with, and shall be coordinated with the rights granted hereunder.

6. The temporary rights herein granted shall terminate on December 31, 2025, unless otherwise extended by the Parties in writing.

7. Grantee's Project contemplates landscape plantings over a portion of the Temporary Access and Construction Easement area. Grantee specifically acknowledges that the landscape plantings are not required permanent mitigation for the Project and are not required to be placed in a protected covenant. Grantee further specifically acknowledges that the landscape plantings installed by Grantee pursuant to the Project may be disturbed and re-located by Grantor in the course of any future Capital Improvement Project undertaken by Grantor that touches or concerns the parcel encumbered by the easement rights granted hereunder.

WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20_____.

GRANTOR
PIERCE COUNTY

_____
Planning and Public Works Deputy Director

Acknowledgement on the following page

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Bruce Wagner is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Planning and Public Works Deputy Director of Pierce County, a Municipal Corporation and Political Subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

_____
(Print Name)

_____
Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

_____

APPROVED as to form only:

_____
Pierce County Deputy Prosecuting Attorney

GRANTEE CITY OF SUMNER

Accepted and Approved City of Sumner:

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

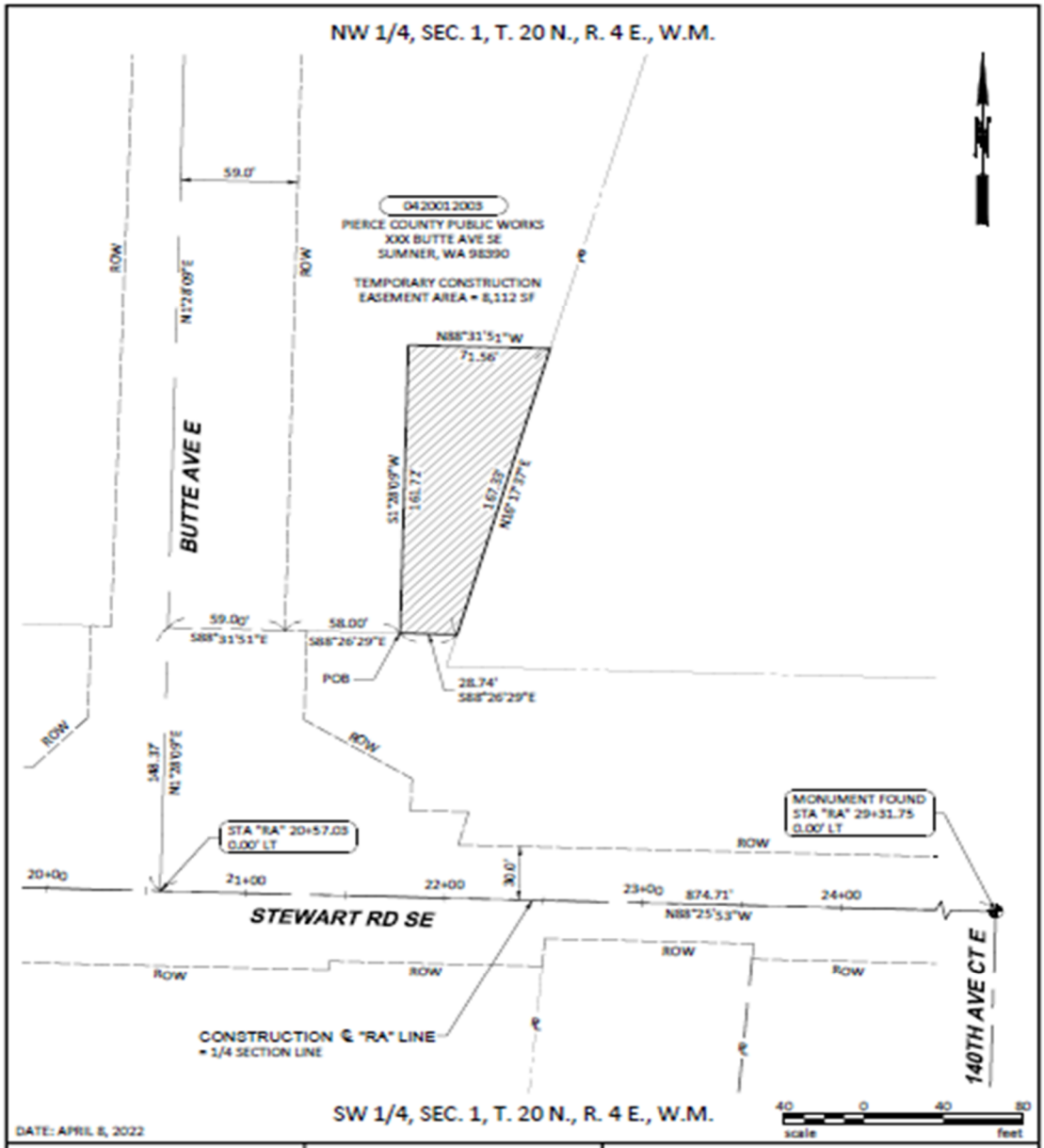
Approved as to form:

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

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420012003
PIERCE COUNTY PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 874.71 FEET TO THE CENTERLINE INTERSECTION WITH BUTTE AVE E; THENCE NORTH 01°28'09" EAST, ALONG THE CENTERLINE OF SAID BUTTE AVE E, A DISTANCE OF 148.37 FEET; THENCE SOUTH 88°31'51" EAST, A DISTANCE OF 59.00 FEET; THENCE SOUTH 88°26'29" EAST, A DISTANCE OF 58.00 FEET TO A POINT ON THE SOUTH PARCEL LINE OF PARCEL 0420012003, AND THE POINT OF BEGINNING;
THENCE NORTH 01°28'09" EAST, A DISTANCE OF 161.72 FEET;
THENCE SOUTH 88°31'51" EAST, A DISTANCE OF 71.56 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 0420012003;
THENCE SOUTH 16°17'37" WEST, A DISTANCE OF 167.33 FEET, ALONG THE EAST LINE TO SOUTHEAST CORNER OF SAID PARCEL 0420012003;
THENCE NORTH 88°26'29" WEST, A DISTANCE OF 28.74 FEET, ALONG THE SOUTH LINE OF SAID PARCEL 0420012003, TO THE POINT OF BEGINNING.


NW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
0420012003
PIERCE COUNTY PUBLIC WORKS
XXX BUTTE AVE SE
SUMNER, WA 98390
TEMPORARY CONSTRUCTION
EASEMENT AREA = 8,112 SF
N88°31'51"W
71.56'
161.77'
167.33'
N10°17'37"E
S1°28'09"W
59.0'
N1°28'09"E
ROW
BUTTE AVE E
59.00'
S88°31'51"E
58.00'
S88°26'29"E
POB
28.74'
S88°26'29"E
548.37'
N1°28'09"E
STA "RA" 20+57.03
0.00' LT
MONUMENT FOUND
STA "RA" 29+31.75
0.00' LT
20+00
21+00
22+00
30.0'
23+00
874.71'
N88°25'53"W
24+00
STEWART RD SE
CONSTRUCTION ℄ "RA" LINE
= 1/4 SECTION LINE
140TH AVE CT E
SW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
DATE: APRIL 8, 2022
40 0 40 80
scale feet
CITY OF SUMNER WASHINGTON
WSP
EXHIBIT "B"
PARCEL 0420012003
PIERCE COUNTY PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3825

SUBJECT: Temporary Construction Easement with Pierce County - Stewart Road Bridge Replacment Project (Parcel 2022)

CATEGORY: Motion

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Temporary Access & Construction Easement

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:
As part of the Stewart Road Bridge replacement project, the City needs to acquire a temporary, non-exclusive access and construction easement from Pierce County for the purpose of building an access road and equipment and material transport to excavate and rebuild an existing levee , together with the right of the City of Sumner to plant, maintain, inspect and remove landscape plantings along, across, and upon property owned by Pierce County.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 12/5/2023
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Authorize the Mayor to execute any and all documents necessary to effectuate the temporary construction easement with Pierce County for the Stewart Road Bridge replacement project, over parcel ending 2022, in a form as approved by the City Attorney.

After recording return
document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste 260
Sumner, WA 98390-1423
Attn: Mike Dahlem

Document Title: Temporary Access and Construction Easement
Grantor: Pierce County
Grantee: City of Sumner
Legal Description: Ptn of: SR ¼ of the NW ¼ of S 01, T 20 N, R 04 E
Additional Legal Description is on Page 5 of Document.
Assessor's Tax Parcel Number: 0420012022

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project (the "Project")

THE GRANTOR, Pierce County, a political subdivision of the State of Washington, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and in consideration of the obligations outlined in that certain Interlocal Agreement dated December 14, 2020 between Pierce County and the City of Sumner, do by these presents grant and convey to the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, for the use of the public, a temporary, non-exclusive access and construction easement for the purpose of building an access road and equipment and material transport to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement project, together with the right of the City of Sumner to plant, maintain, inspect and remove landscape plantings along, across, and upon the following described real property situated in Pierce County, Washington.

> Said lands being situated in Pierce County, State of Washington, and described and depicted in Exhibit A, attached hereto and made a part hereof ("Easement Area").

Grantee's use of the Easement Area is expressly limited and conditioned as follows:

1. Any aggregate stockpiled materials can only be stockpiled between April 1 and October 15, and only outside of the regulated floodplain.

2. Grantee must obtain and fully comply with all necessary permits for its use of the Easement Area, including stockpiling.

3. Grantee shall leave the Easement Area free of debris and materials and in the same or improved condition as its original condition following the end of the temporary construction easement.

4. Grantee shall not cause or permit any activity on the Easement Area that will or may, directly or indirectly, result in any release of or the presence of any hazardous substance or pollutant on the Easement Area.

5. Grantor is in preliminary design of a Capital Improvement Project that may require use of the Easement Area. Grantor expressly reserves the right to use the Easement Area during the term outlined herein, but any such use shall not directly interfere with, and shall be coordinated with the rights granted hereunder.

6. The temporary rights herein granted shall terminate on December 31, 2025 unless otherwise extended by the Parties in writing.

7. Grantee's Project contemplates landscape plantings over a portion of the Temporary Access and Construction Easement area. Grantee specifically acknowledges that the landscape plantings are not required permanent mitigation for the Project, and are not required to be placed in a protected covenant. Grantee further specifically acknowledges that the landscape plantings installed by Grantee pursuant to the Project may be disturbed and re-located by Grantor in the course of any future Capital Improvement Project undertaken by Grantor that touches or concerns TPN 0420012022.

Grantor and Grantee also specifically acknowledge that, pursuant to the Inter County River Improvement District previously formed by King County and Pierce County, King County may appear to hold an interest in and to TPN 0420012022 over which this Temporary Access and Construction Easement [IN1] is granted. By its signature below, King County acknowledges the rights granted hereunder.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20_____.

GRANTOR

PIERCE COUNTY

_____
Planning and Public Works Deputy Director

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Bruce Wagner is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Planning and Public Works Deputy Director of Pierce County, a Municipal Corporation and Political Subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

_____
(Print Name)

_____
Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

_____

APPROVED as to form only:

_____
Pierce County Deputy Prosecuting Attorney

KING COUNTY ACKNOWLEDGEMENT

Dated: _____

_____

By: _____

Its: _____

GRANTEE CITY OF SUMNER

Accepted and Approved City of Sumner:

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

Approved as to form:

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

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420012022
PIERCE COUNTY ET. AL.
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

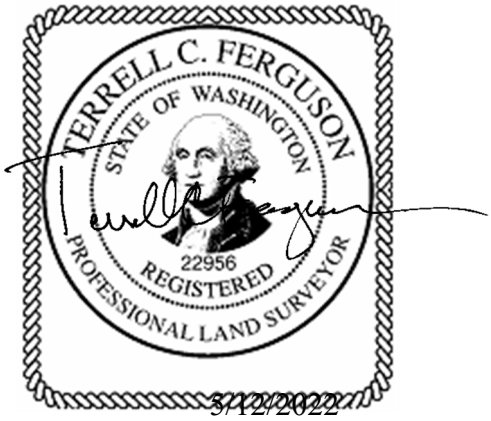
COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 428.54 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE; THENCE
NORTH 18°04'57" EAST, A DISTANCE OF 104.30 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF PARCEL 0420012022; THENCE NORTH 88°25'53" WEST, ALONG SAID SOUTH LINE OF PARCEL 0420012022, A DISTANCE OF 5.21 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 18°00'41" EAST, A DISTANCE OF 145.97 FEET;
THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 99.75 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL;
THENCE SOUTH 16°17'37" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 144.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;
THENCE NORTH 88°25'53" WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 104.28 FEET TO THE POINT OF BEGINNING.

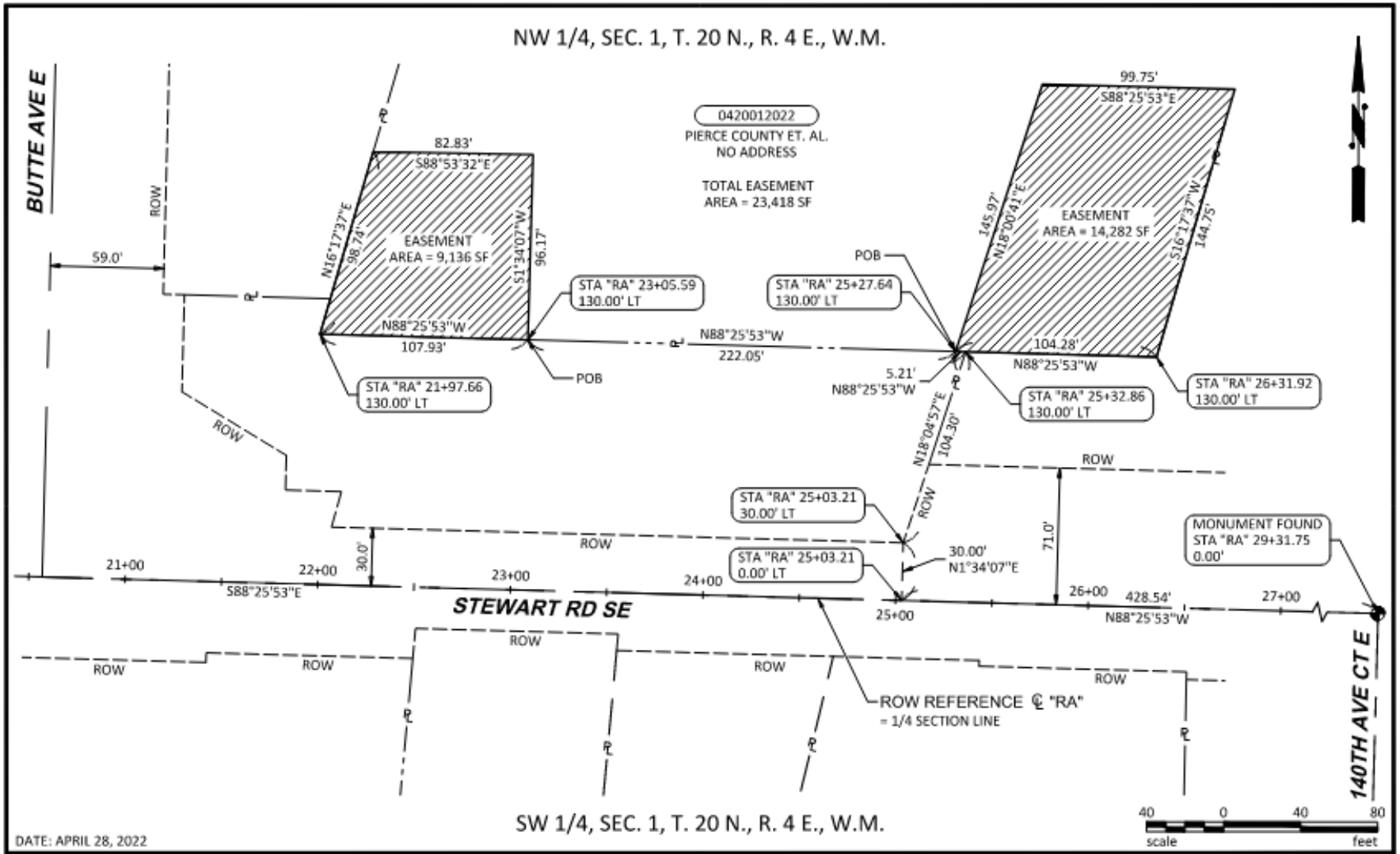
TOGETHER WITH

THAT PORTION OF SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST, ALONG SAID CENTERLINE OF STEWART RD SE, A DISTANCE OF 428.54 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 18°04'57" EAST, A DISTANCE 104.30 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF PARCEL 0420012022; THENCE NORTH 88°25'53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 227.26 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 88°25'53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 107.93 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 0420012022;
THENCE NORTH 16°17'37" EAST, ALONG THE WEST LINE OF SAID PARCEL 0420012022, A DISTANCE OF 98.74 FEET;
THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 82.83 FEET;

THENCE SOUTH 01°34’07” WEST, A DISTANCE OF 96.17 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 0420012022 AND THE TRUE POINT OF BEGINNING.





CITY OF SUMNER WASHINGTON

WSP USA Inc.
33301 9th Avenue South
Suite 300
Federal Way, WA 98003-2600
TEL: (206) 431-2300
FAX: (206) 431-2250

EXHIBIT "B"
PARCEL 0420012022 - PIERCE COUNTY ET. AL.
TEMPORARY CONSTRUCTION EASEMENT

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3687

SUBJECT: Natural Systems Design - Consultant Contract Amendment **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: $506,074 Within Budget Allocation: Yes

ATTACHMENTS:
1. Amendment with Scope & Fee

STAFF CONTACT: Doug Beagle, Development Services Director, Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:
Natural Systems Design was selected in 2016 as the City's consultant for CIP 14-10, the White River Restoration Project. Natural Systems Design was tasked with completing the final design of the project up to the proposed BNSF siding track project. BNSF is no longer completing the siding track project, so this amendment is to extend the boundaries of CIP 14-10 to include what would have been future BNSF property. The amendment will add $506,074 to the contract, which will cover time to redesign the project, amend existing permits, prepare contract documents, and provide support through bidding into the first year of construction.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 12/5/2023
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving a supplement to Natural System Design's Consultant Services Contract for the White River Restoration Project (CIP 14-10), increasing the contract amount by $506,074 to a total authorized amount not-to-exceed $2,495,641, 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.

AMENDMENT NO. 4

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Natural Systems Design, Inc.**

CONTRACT NAME & PROJECT NUMBER: **White River Restoration Project PHII (CIP 14-10)**

ORIGINAL AGREEMENT DATE: **August 10, 2018**

This Amendment is made between the City and the above-referenced Consultant, Contractor or Vendor and amends the original Contract/Agreement and all prior Amendments. All other provisions of the original Contract/Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant, Contractor or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant, Contractor or Vendor shall:

See Exhibit A

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, *including applicable WSST*	**$695,930.00**
Net Change by Previous Amendments *including applicable WSST*	**$1,293,637.00**
Current Contract Amount *including all previous amendments*	**$1,991,567.00**

Current Amendment Sum	**$506,074.00**
Applicable WSST Tax on this Amendment	**$N/A**
Revised Contract Sum	**$2,495,641.00**

Original Time for Completion *(insert date)*	**December 31, 2019**
Revised Time for Completion under prior Amendments *(insert date)*	**December 31, 2024**
Add'l Days Required (±) for this Amendment	**365 calendar days**
Revised Time for Completion *(insert date)*	**12/31/2025**

In accordance with Section XIII E of the Contract/Agreement, the Contractor, Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Contractor, Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the parties below have executed this Amendment, which will become effective on the last date written below.

CONSULTANT, CONTRACTOR OR VENDOR:	**CITY OF SUMNER:**
By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____	By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____
CITY OF SUMNER: By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____	**APPROVED AS TO FORM:** _____ Sumner City Attorney

Exhibit A

SCOPE OF WORK

White River Restoration Project Design Refinements

Prepared by:

Natural Systems Design, Inc.

Prepared for:

City of Sumner

November 27, 2023

The City of Sumner (City) has requested technical services from Natural Systems Design, Inc. (NSD) and subconsultants to continue developing and implementing the White River Restoration Project (WRRP) between River Mile 2 and 4.5 on the White River. NSD has been supporting the City to develop the project in partnership with BNSF. NSD had developed plans that aligned with a proposed BNSF staging track expansion along the east side of the WRRP. In August 2023, the City instructed NSD to proceed with design revisions that assume that the BNSF project will not occur. The re-design effort generally consists of expanding the restoration area to include the roughly 30 additional acres. The project expansion will require adjustments to the overall grading plan to both accommodate the new space and adjust overall excavation volumes as BNSF will no longer be accepting the excavation spoils.

The overarching design intent of the design revisions will be to expand the restoration footprint to increase the benefits of the project but reduce the overall excavation to maintain the habitat and flood benefits of the site.

NSD will be supported in this effort by:

- Psomas KPG for civil support and bid package development
- NV5 (formerly GeoDesign) for geotechnical support, respectively
- WEST Consultants will provide regulatory floodplain modeling and documentation
- Hanson Professional Services will provide civil support on the mass excavation quantities.

The City has also retained Parametrix to provide construction support services, including constructability review and the NSD team will interface with the construction support crew

Work to be completed by NSD has been divided into the following list of tasks and linked to specific project deliverables:

Task 1: Project Management
Task 6: Design Updates and Bid Package Development
Task 7: Permit Support
Task 8: Year 1 Bid and Construction Support (2024)

Task 1. Project Management

NSD will continue supporting the City of Sumner to manage the project, communicate with stakeholders, and coordinate with subconsultants. This task represents a continuation of the existing Task 1. Ongoing project management steps include:

- Coordination includes monthly meetings with Cascade
- Coordination includes monthly dialogue group meetings
- Monthly invoicing
- Coordination includes weekly 1 hr meetings with City team

Assumptions

- Project Duration will be 16 months from November 2023 to December 2024

Deliverables:

- Monthly invoices and status reports
- Meeting notes via email when requested

Task 6. Design Updates and Bid Package Development

The NSD team will update the WRRP design to expand the project footprint to the east and adjust excavation volumes to accommodate a balanced cut and fill project. The forested berm and Sumner Link trail will be modified along the entire eastern portion of the site. Once the overall grading changes have been agreed upon, the design of associated infrastructure elements (pedestrian bridge, culverts, drainage ditches, etc) will be updated accordingly.

Subtask 6.1. NSD Restoration Design Updates

NSD will update the 90% design package to reflect the updated project limits and approach. The primary restoration design updates will include:

- Grading of the forested berm to move the location eastward
- Adjust grading to avoid off-haul of material
- Accommodate changes occurring at the northern development
- Re-combining the drawing set into a single set
- Addressing drainage inputs coming into the WRRP
- Support a plant procurement contract

NSD will coordinate with the City and Parametrix to complete a constructability analysis. The constructability analysis is anticipated to occur after the initial design revisions are complete, but prior to starting the final bid set.

Assumptions

- NSD will receive one set of consolidated comments on the revised 90% design. As part of this consolidation, Sumner will resolve conflicting comments.
- The intent of the revised design is to capture all of the changes associated with the expanded project footprint and fill export locations.
- The proposed development to the north will be able to accept significant volumes (e.g., 300,000 or more) CY of material.

Deliverables:

- NSD team will provide a revised 90% drawing set that shows all of the revised design. This set will not be for construction.

Subtask 6.2. NSD Final Design Package

The NSD team will advance the revised design to a bid set to support implementation of the WRRP project. The NSD team will strive to develop a bid set by the end of April 2024.

Assumptions

- Specifications will follow current WSDOT/City of Sumner standards.
- CAD Drawings will be developed using NSD standard formatting for layout and content, using Civil3D
- The NSD team will provide technical specifications.
- The NSD team will develop and produce the final project manual (Divisions 0, Division 1, appendices etc.).
- Specifications will follow current WSDOT standards.
- City will print hard copies of Plans using the PDF of the final stamped, signed drawings – no hard copy wet-stamped drawings will be provided

Subtask 6.3. Civil Support (PSOMAS KPG)

Primary Civil support by Psomas KPG will include:

- Psomas KPG will update demolition plans to include the new project area.
- Psomas KPG will also lead the development of two surface water crossings through the forested berm. NSD will provide sizing criteria and grading details. Psomas KPG will be responsible for structure design.
- Psomas KPG will support a feasibility analysis to assess the cost implications of installing a new bridge over the tailrace that would support vehicles, including the PSE equipment necessary for maintenance on the high voltage towers.
- Psomas KPG will provide survey pick ups for up to 24 hours for a crew of two personnel and basemap updates

The above work will be tracked under four distinct subtasks as outlined below:

Task 2.4.1 (Tailrace crossing culvert):

The design of precast concrete culvert to allow crossing of the tailrace, running parallel to the railroad tracks. Psomas Structures will coordinate with precast fabricators to design the culvert and will develop plans, calculations, specifications, and estimates.

Deliverables under this subtask will include:

- Structural memo/recommendations
- Structural design calculations.
- Technical specifications for concrete, rebar, and earthwork.
- Sheets formatted per the client's requirements:
  - Structural Notes and Layout
  - Plan, Elevation, and Typical Section
  - Headwall and apron slab details

- Quantities and Engineer's estimate of cost

Task 2.4.2 ("No. 9" Ditch crossing culvert):

The design of a precast concrete culvert to allow the construction of a berm, where a trail/access road will be constructed over the "No. 9" ditch. Psomas Structures will coordinate with precast fabricators to design the culvert and will develop plans, calculations, specifications, and estimates.

Deliverables under this subtask will include:

- Structural design calculations.
- Technical specifications for concrete, rebar, and earthwork.
- Sheets formatted per the client's requirements:
  - Structural Notes and Layout
  - Plan, Elevation, and Typical Section
  - Headwall and apron slab details
- Quantities and Engineer's estimate of cost

Task 2.4.3 (Assisting in Bridge Feasibility Analysis):

Develop cost estimate of bridge construction (plans and design be provided by others). Psomas Structures will provide a cost estimate for the tailrace crossing bridge, with plans provided by others.

Deliverables under this subtask will include:

- Bridge cost estimates (up to 2 iterations).

Task 2.4.4 (Updated TESC and Demolition Plans):

Update TESC and Demolition Plans to accommodate the updated grading and improvement Plans developed by NSD.

<u>No additional budget is proposed for this subtask. This effort will be conducted under the remaining Task 2 budget of the existing contract.</u>

Deliverables under this subtask will include:

- Updated TESC and Demolition Plans.

Assumptions

- NSD will receive one set of consolidated comments on the revised design package. As part of this consolidation, NSD will resolve conflicting comments.
- Precast box culverts will be used for the surface water crossings at the Tailrace and No. 9 Ditch.
- Culvert/wingwall type, size, elevation, and grading will be provided by NSD. KPG Psomas will provide culvert structural design, sections, and details. KPG Psomas will also provide assistance during development of construction estimates and Specifications for the box culverts.

- Bridge design, including Plans and Specifications, will be completed by others. KPG Psomas will provide assistance during the feasibility analysis by providing cost estimating for the selected bridge type.
- The design vehicle and live load requirements for culvert design will be provided by NSD.
- Geotechnical recommendations will be provided for soil loading, bearing capacities, and backfill specifications.
- All coordination will be via phone and virtual meetings.
- Services during construction, if requested, to be determined after the design phase.

Deliverables:

- As detailed in the above subtask descriptions.

Subtask 6.4. Geotechnical Support (NV5)

NV5 will support the development of mass grade techniques and provide design recommendations for the placement of fill to create the forested berm.

Design Support Services:

- Geotechnical consultation to review plans and existing information, consult on excavation methods, fill placement and compaction.
- Deliverable - plan review comments, , recommendations for construction phasing, preloading, excavation of existing materials, fill placement, and fill compaction to support construction of the forested berm on which the trail will be constructed.

Optional Geotechnical Investigation:

- Field investigation - Review existing information to determine if existing borings will provide sufficient information for bridge foundation design at tailrace outlet channel bridge
- Complete two additional boring or CPT explorations to support foundation design, and seismic hazard evaluation for tail race outlet channel bridge
- Analysis and Reporting - Provide recommendations and seismic design parameters for deep foundation support for tailrace outlet channel bridge.
- Deliverable: Draft and Final Geotechnical Investigation Report for Tail Race Outlet Bridge

Assumptions

- Boring locations will be truck or track rig accessible
- No ROW permits will be required.
- Plan review comments can be made electronically on plans or specifications
- Tailrace channel Bathymetry will be available to support development of geologic cross section across channel.

Deliverables:

- NV5 will provide design recommendations for fill placement and soil stockpiling.
- If needed, NV5 will provide a Draft and Final Geotechnical Investigation Report for Tail Race Outlet Bridge

Subtask 6.5. Regulatory Floodplain Analysis (WEST)

WEST will update the existing proposed conditions model using the revised grading plan provided by NSD. The same HEC-RAS model used during the previous modeling effort will used for this revision. WEST will only update the proposed conditions model. WEST will update the hydraulics and floodplain analysis memo with the new results. WEST will provide a draft updated memo. Following review by NSD and the City, WEST will provide a Final memo addressing any comments.

The key assumption is that the revised proposed grade surface will continue to meet a "no-rise" condition for the FEMA base flood elevation as NSD has been developing the revised proposed grading plan using their own model and confirming the change in BFE during their development process. It is assumed that no additional model iterations will need to be done to satisfy the No Rise conditions.

Assumptions

- No additional model iterations beyond the revised grading plan
- Biweekly meetings during the 5 month project timeline attended by WEST Project Manager and Staff Engineer.
- This task does not include CLOMR submission and responses to FEMA by WEST.

Deliverables:

- Draft Updated Floodplain Analysis Memo
- Final Updated Floodplain Analysis Memo

Subtask 6.6. Civil Support - Mass Excavation (Hanson Professional Services)

Hanson will provide input on feasible scenarios for grading at the City/BNSF interface and develop specifications to address mass grading as necessary to supplement WSDOT standard specs.

When coordination with BNSF is desired, Hanson will lead or assist with that coordination as directed. At the time of this proposal it is anticipated that the City may seek a temporary grading permit on BNSF to facilitate a more consistent surface at and adjacent to the City/BNSF property limit. Hanson will determine the appropriate temporary grading permit request forms with BNSF and JLL, fill out portions of form and provide to the City/NSD team for completion. Hanson will discuss or facilitate discussions with BNSF regarding waiver of permit fees associated with the temporary grading permit.

Assumptions

- Hanson will advise NSD on potential grading scenarios that are anticipated to be acceptable to BNSF and will provide assistance with the temporary grading approvals. Please note Hanson's preparation or assistance with documents related to a temporary grading permit does not guarantee BNSF's issuance of a permit for the proposed project activities.

- A max of two supplemental specifications will be necessary to capture project specific technical requirements related to the mass excavation effort.

Deliverables:

- Hanson will attend meeting as requested, provide simple cross section sketches or descriptions related to the eastern edge of the project for use/consideration by NSD and provide input and review on potential phasing and other considerations related to the mass grading effort. Up to 80 hours has been budgeted for this effort.
- Hanson will provide a BNSF temporary grading permit application. NSD will fill in any missing information and City will review and officially submit the online form.
- Hanson will provide technical specification language to supplement WSDOT specs as necessary to address the intended mass grading effort.

Task 7. Regulatory Support

NSD will continue supporting the City of Sumner to obtain appropriate environmental regulatory approvals for the project. NSD's role will expand to include leading modifications of the existing and ongoingthe federal permitting.

Subtask 7.1. Regulatory Support

Major elements of this work include

- Revising the Corps 404 approval; this will include developing a presentation that outlines the increased benefits of the project and no change or reduced impacts.
- Coordination with Ecology.
- Revising the WDFW HPA permit.
- Working with City planning staff to revise SEPA, Shorelines, and Critical Areas permits.
- Develop a permit condition tracking sheet to identify key permit conditions, contact points, and track compliance over time.

Subtask 7.2. Monitoring Plan Development

Given scale of project, potential risks (to infrastructure and habitat), we believe a basic monitoring plan will be important component of the project that should be developed during design phase by the Design Team (NSD, Sumner, Puyallup and Muckleshoot Tribes). We will develop an initial compliance monitoring plan to meet Corps standards and is consistent with the Floodplains for the Future Shared Monitoring Plan developed by the Pierce Conservation District (Feb 2018).

Assumptions

- The Corps will accept a permit modification. If the Corps requires a new permit submittal this will require substantial additional effort.

Deliverables:

- Presentation to Corps
- One meeting with Ecology
- Revised application materials to WDFW
- Revised application materials to City Planning
- Permit condition tracking spreadsheet (on Sharepoint)

Task 8. Year 1 Bid and Construction Support

NSD will support the City's bid process and the first year of construction. There will be several years of construction; later years will be scoped in the future as the level of effort is better understood.

During year 1 construction, we anticipate that limited field time will be necessary as the Parametrix team will be available for day to day construction management.

Assumptions

- City will lead the bid advertisements and logistics for pre bid meeting(s)

Deliverables:

- NSD will attend one pre-bid meeting
- NSD will review bids at opening
- NSD will provide up to 20 days of in field construction supervision
- NSD will review RFIs and submittals from the contractor, anticipated up to 10

PROJECT BUDGET AND SCHEDULE

This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions. For the scope of services described above, we estimate that our total fee will be completed on a time and materials basis not to exceed the value included below in Table 1. It is our understanding that the necessary funds are available for this project and that these funds are committed to the project upon execution of this agreement.

Table 1. Cost Summary

Task	Subtask	Task Title	Subtotals	Notes
1		Project Management	$39,792	
6	6.1	NSD Restoration Design Updates	$258,236	
	6.2	NSD Final Design Package	$51,944	
	6.3	Psomas KPG Civil Support	$169,793	Includes remaining under existing contract
	6.4	NV5 Geotechnical Support	$53,524	Includes optional field investigation
	6.5	West Regulatory Floodplain Analysis	$16,310	
	6.6	Hanson Mass Excavation Design Support	$63,208	
7	7.1	Regulatory Support	$30,312	
	7.2	Monitoring Plan	$6,048	
8		Year 1 Bid and Construction Support	$46,418	
		Management Reserve	$50,000	
		Grand Total	**$785,585**	
		Total Remaining in Existing Contract	**$279,511**	Will be diverted to revised work
		Total New Request	***$506,074***	

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3666

SUBJECT: Maple Street Pedestrian Signal - Consultant Contract Amendment **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: $157,521.11 Within Budget Allocation: Yes

ATTACHMENTS:
1. Amendment with Scope & Fee

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

SUMMARY BACKGROUND:
This project will replace an existing rectangular rapid flashing beacon pedestrian sign with a pedestrian signal across Traffic Avenue at Maple Street and install retroreflective signal backplates throughout the City at City-owned traffic signals where they are not currently installed.

Transportation Solutions, Inc. (TSI) was selected to provide consulting services for this project in March 2022 through a qualification-based selection process and has now completed the design for this grant-funded project. In March 2022, when TSI was originally contracted, it was anticipated that TSI would provide construction management services in a future contract amendment.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 12/5/2023
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving a supplement to Transportation Solutions, Inc.'s Consultant Services Contract for the Maple Street Pedestrian Signal / Backplates (CIP 21-11), increasing the contract amount by $157,521.11 to a total authorized amount not-to-exceed $242,391.92, 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.

Transportation Solutions
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November 28, 2023

Alisa O'Haver-Ayala, PE, CCM
Associate City Engineer
City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390

Subject: **MAPLE ST/TRAFFIC AVE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT HSIP-000S(599) Supplemental Agreement 01**
Project #: **222016**

Dear Alisa:

Thank you for the opportunity to provide construction support services for the City's project. We look forward to helping the City progress the project through the construction stage. Please find attached the following documents for the City's consideration and approval:

- WSDOT Supplemental Agreement Form for Supplement 1
- Exhibit A - Supplement 1 Summary of Payments
- Exhibit B - Supplement 1 Scope of Work
- Exhibit C - Supplement 1 Fee Estimate

Please feel free to contact me directly should you have any questions.

Sincerely,

Transportation Solutions, Inc.

Kirk Harris, PE, PMP
Principal

Washington State Department of Transportation

Supplemental Agreement Number 01	Organization and Address Transportation Solutions, Inc. 16932 Woodinville-Redmond Road, Suite A206 Woodinville, WA 98072 Phone: 425-375-2091	
Original Agreement Number HSIP-000S(599)		
Project Number TSI Proj. # 222016	Execution Date 3/29/2022 (original)	Completion Date 6/30/2025
Project Title Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates	New Maximum Amount Payable $242,391.92	
Description of Work Construction Management, Materials Testing, and On-Call Engineering Support during the construction phase for the project as described in Exhibit B - Supplement 1.		

The Local Agency of Sumner, WA
desires to supplement the agreement entered in to with Transportation Solutions, Inc.
and executed on 3/29/2022 (orig) and identified as Agreement No. HSIP-000S(599)
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See attached Exhibit B - Supplement 1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: time for completion extended to 6/30/2025.

III

Section V, PAYMENT, shall be amended as follows:
See attached Exhibit C - Supplement 1.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: KIRK HARRIS, PRINCIPAL

Consultant Signature

By:

Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

Exhibit A - Supplement 1
Summary of Payments

Transportation Solutions, Inc	Basic Agreement	Supplement 1	Total
Labor	$43,656.90	$14,967.11	**$58,624.01**
Direct Costs			
Mileage	$73.13	$0.00	**$73.13**
1 Alliance Geomatics	$9,599.59	$0.00	**$9,599.59**
ESA	$22,541.19	$0.00	**$22,541.19**
KBA	$0.00	$127,554.00	**$127,554.00**
Management Reserve	$9,000.00	$15,000.00	**$24,000.00**
Total	**$84,870.81**	**$157,521.11**	**$242,391.92**

Exhibit B - SUPPLEMENT 1 SCOPE OF WORK

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE CITY OF SUMNER MAPLE STREET/TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT CITY PROJECT # CIP 21-11 FEDERAL AID # HSIP-000S(599)

SCOPE OF WORK

During the term of this Agreement, Transportation Solutions Inc. (TSI), (CONSULTANT), shall coordinate with KBA., (KBA) (SUBCONSULTANT) who shall perform professional services for TSI, including construction contract administration and inspection for the MAPLE STREET/TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT (PROJECT) for the City of Sumner (CITY). The project construction, including construction support services are federally funded, Federal Aid No. HSIP-000S(599). This document shall be used to plan, conduct, and complete the work on the PROJECT.

I. BACKGROUND

The project improvements include upgrading of the intersection of Maple Street and Traffic Avenue with a new pedestrian hybrid beacon and improving signalized intersections citywide with the installation of retroreflective backplates to existing traffic signal heads and the replacement of existing traffic signal heads with new ones. Work also includes installation of traffic signal poles and equipment; existing equipment and material removals; new curb, gutter, sidewalk, and curb ramps; new pavement; pavement markings and signing; temporary erosion and sediment control measures; temporary traffic control; and other related items of work.

The on-site construction is expected to be 50 working days. The project was advertised on November 15, 2023, and bids are to be opened by the City on December 12, 2023. Work is to be completed in 2024, with a significant portion of the calendar year anticipated to be used for the contractor to procure traffic signal equipment (poles, mast arms, controller) for the Maple Street and Traffic Avenue Pedestrian Hybrid Beacon. Procurement of this material is expected to take at least 6 to 9 months based upon experience gained working on similar projects. Work on this project by the CONSULTANT and SUBCONSULTANT will begin with review of submittals provided by the contractor for the long-lead order items.

II. DESCRIPTION OF WORK

The work to be performed by the CONSULTANT and its subconsultants consists of providing construction administration, inspection, materials testing, and project management for the project. This work consists of attending project meetings setup by the CITY, corresponding with the parties involved, schedule tracking, submittal tracking, on site inspection, materials testing, field notes and quantities, support documentation for the pay estimate preparation, aiding in change order preparation, and support to the CITY necessary to ensure that the work is construction administered and inspected in accordance with the contract plans and specifications.

TSI is providing professional services to the CITY in connection with the engineering for the project. KBA is acting as Construction Project Manager and is a subconsultant to TSI. KBA is also providing construction contract administration and inspection services. A materials testing company will be a vendor to KBA. The specific vendor to provide these materials testing services will be determined based upon availability closer to the time of need. Specific work items prepared by KBA will be done in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual.

III. CONSTRUCTION MANAGEMENT TEAM

The Construction Management Team is made up of the following firms/organizations:

Owner (CITY)…….City of Sumner
Prime (CONSULTANT)……Transportation Solutions, Inc. (TSI)
Constr. Admin/Inspection (SUBCONSULTANT)…….KBA, Inc. (KBA)
Traffic Signal/Electrical Consultant……Transportation Solutions, Inc. (TSI)
Materials Testing Services……TBD

IV. ASSUMPTIONS AND LIMITATIONS

This scope of work is based on the following assumptions:

- Construction survey will be provided by the Contractor.
- The City will request the record of materials (ROM) from WSDOT as soon as construction funds are obligated and provide the ROM to TSI and KBA.
- KBA will contract directly with a material testing laboratory of their choice. The materials testing laboratory shall be capable of providing all necessary material inspection, testing and administration including:
    - Soil and aggregate materials testing.
    - Proctor analysis and in-place density testing for aggregates.
    - Concrete testing and concrete cylinders.
    - Distribution of all test/special inspection reports to KBA, City, Contractor, TSI, and other stakeholders as identified at the pre-construction meeting.

- The City will conduct all award, and contract execution activities with review for Federal Aid compliance by KBA.
- The City, KBA, and TSI will coordinate and conduct the pre-construction meeting.
- The detailed scope of services for KBA is identified in a companion document included with this supplemental agreement.

V. TASKS/WORK ITEMS

9.0 CONSTRUCTION SUPPORT SERVICES

9.1 Project Management and Administration

CONSULTANT shall submit a single monthly invoice, which will include the billing requests from the subconsultant. CONSULTANT shall submit monthly invoices and status reports to the CITY and track the project budget and schedule. TSI will subcontract day to day project construction administration and inspection services to KBA.

The cost estimate for construction support services provides budget amounts for reimbursable expenses to include but not be limited to mileage, testing, shipping reproductions, office supplies, printing fees and mitigation services directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursable expenses.

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in this scope of work. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

9.2 Pre-Construction Activities

As requested by the CITY, the CONSULTANT will attend the pre-construction meeting. For budgetary purposes, it is assumed the CONSULTANT will attend the pre-construction meeting in person. The CITY and KBA will coordinate preparations for the pre-construction meeting.

9.3 Construction Project Meetings

The CONSULTANT will attend construction project meetings on an as-needed basis and consistent with the labor hours identified in the budget estimate.

9.4 Requests for Information (RFIs)

The CONSULTANT shall provide responses to RFIs in a timely manner and consistent with the labor hours identified in the budget estimate. Generally, the CITY will need RFI responses within three (3) business days of the request, however more or less time may be allocated for this task depending on the issue.

9.5 Review and Approval of Shop Drawings/Submittals

The CONSULTANT shall evaluate shop drawings, and proposals for substitutions of materials and procedures as submitted by the Contractor for general conformance with the project requirements and intent. The CONSULTANT shall provide review and approval of shop drawings and other submittals within five (5) business days. It is anticipated that the CONSULTANT will only review materials related to the traffic signal system and that KBA will review materials for other elements of the project.

Exhibit C

City of Sumner Maple/Traffic and Backplates Project Fee Estimate - Supplement 1 (Partial CM) 11/28/2023	**Person**	Kirk H	Mike S	Jill B		
	Class.	Engineer VIII	Sr. Engr Technician	Admin. Assistant 5		
	Billrate	$287.83	$179.09	$166.30	**Hours**	Amt
9.1 Project Management		6.0			6.0	$ 1,726.97
Subconsultant Coordination		2.0		1.0	3.0	$ 741.96
Monthly Invoices		4.0		6.0	10.0	$ 2,149.12
9.2 Pre-Construction Activities		4.0			4.0	$ 1,151.32
9.3 Construction Project Meetings		8.0	2.0		10.0	$ 2,660.82
9.4 Requests for Information (RFIs)		12.0	8.0		20.0	$ 4,886.70
9.5 Review and Approval of Shop Drawings/Submittals		2.0	6.0		8.0	$ 1,650.22
Labor Sub Total		38.0	16.0	7.0	61.0	**$ 14,967.11**
Subconsutants						
KBA					$127,554.00	
Management Reserve					$ 15,000.00	
Expenses SubTotal						**$ 142,554.00**
Total Fee Estimate						**$ 157,521.11**

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Transportation Solutions Inc.

Actuals Not To Exceed Table (ANTE)

Effective 11/1/23

Classification	Direct Labor Rate Not to Exceed	WSDOT ICR 190.12%	Fixed Fee 29.69%	All Inclusive Hourly Billing Rate Not to Exceed
Engineer VIII	$110.00	$209.13	$32.66	$351.79
Engineer VII	$100.00	$190.12	$29.69	$319.81
Engineer VI	$95.00	$180.61	$28.21	$303.82
Engineer V	$85.00	$161.60	$25.24	$271.84
Engineer IV	$65.00	$123.58	$19.30	$207.88
Engineer III	$50.00	$95.06	$14.85	$159.91
Engineer II	$42.00	$79.85	$12.47	$134.32
Engineer I	$35.00	$66.54	$10.39	$111.93
Sr. Engr Technician	$65.00	$123.58	$19.30	$207.88
Planner IV	$55.00	$104.57	$16.33	$175.90
Office Manager	$60.00	$114.07	$17.81	$191.89

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 21, 2023

Transportation Solutions, Inc.
16932 Woodinville Redmond Rd NE, A206
Woodinville, WA 98072

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jill Berberich:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 190.12% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards;

Schatzie Harvey

Schatzie Harvey (Aug 21, 2023 17:38 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

EXHIBIT A
SCOPE OF SERVICES
for
Maple Street & Traffic Avenue Pedestrian Signal & Citywide Traffic Signal Backplates

KBA, Inc. (Consultant) will provide Construction Management (CM) services to Transportation Solutions, Inc. (Client), who has an Agreement with City of Sumner (Owner), for the project known as ***Maple Street & Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates*** (Project). These services will include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: Upgrading the intersection of Maple Street and Traffic Avenue with a new pedestrian hybrid beacon and improving signalized intersections citywide with the installation of retroreflective backplates to existing traffic signal heads and the replacement of existing traffic signal heads with new ones. Work also includes installation of traffic signal poles and equipment; existing equipment and material removals; new curb, gutter, sidewalk, and curb ramps; new pavement; pavement markings and signing; temporary erosion and sediment control measures; temporary traffic control; and other related items of work. The Designer of Record on this Project is Transportation Solutions, Inc. (Designer).

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and Team, including:

1. Decide on best modes and frequency of communication with Client and Designer. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.

2. Manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Organize and layout work for Consultant Team.

3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.

4. The Client will be an active member of the Project Team, consulted on design issues, and will be provided with information affecting Project progress.

Deliverables
- *Monthly invoices and progress reports*

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Organize and lead preconstruction conference:
   a. Prepare and distribute notices.
   b. Prepare agenda.
   c. Conduct the meeting.
   d. Prepare and distribute meeting notes to attendees and affected agencies.

3. Provide one set of preconstruction photographs.

Deliverables

- *Preconstruction Conference Notice, Agenda, and Notes*
- *Preconstruction photos, digital files on electronic storage medium*

C. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. In concurrence with Progress Estimates, provide the Client with brief construction progress reports, highlighting progress and advising of issues that are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
   a. Review construction contractor's schedules for compliance with Contract Documents.
   b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise Client of schedule changes.
4. Progress Meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including Client pre-briefing. Prepare weekly meeting agenda and meeting notes and distribute copies to attendees. Track outstanding issues on a weekly basis.
5. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. Record of Materials. Maintain records of material compliance documentation received and advise Client of any known deficiencies.
7. Prepare weekly statement of working days and distribute to the Client and Contractor.
8. Manage RFI (Request for Information) process. Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
9. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
10. Monthly Pay Requests. Prepare monthly progress estimates for payment. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with Client and construction contractor and recommend approval, as appropriate.
    a. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
11. Notify construction contractor of work found in noncompliance with the requirements of the contract.
12. Assist the Client in the investigation of malfunctions or failures observed during construction.
13. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletter, if requested.
14. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by Consultant Team. Use these markups to check the progress of the Contractor-prepared Record Drawings.

15. Document Control. Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
    a. Electronic documentation will be stored in a Project Website, managed and hosted by the Consultant. The Client will be provided with licenses for their and the construction contractor's use of the website during the Project. Consultant will provide one training session for Client and construction contractor users of the system.
    b. Transference of final records will include a digital copy of the files stored in the Project site.
16. Project Closeout. If requested, prepare or assist with preparation of Certificate Letters of Substantial, Physical, and Final Completion for Client approval and signature, to include punch list. Prepare final pay estimate for Client approval and processing.
17. Final Records. Compile and convey final Project records, transferring to the Client for its archiving at final acceptance of the Project. Should Consultant's work end prior to full completion of the Project, its records will be transferred to the Client prior to departure from the Project. Records will consist of electronic records on electronic storage medium.

Deliverables

- *Schedule Review Comments*
- *Meeting Agendas and Notes*
- *Submittal Log*
- *Record of Materials*
- *RFI Log*
- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion, if requested*
- *Final records –electronic*

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Client of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, photos of work performed, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Designer.
5. Evaluate and report to Client issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.

8. Prepare field records, daily reports of force account worked, and other payment source documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized in accordance with Client protocol.
11. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Conduct or cause to be conducted, materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

- *IDRs with Project photos – submitted on a weekly basis*
- *Field Note Records and Daily Reports of Force Account Worked*
- *Additional Project photos not included in IDRs*
- *Punch List(s)*
- *Test reports*

E. Assumptions

1. **Budget**:
   a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a 6 month period, from December 2023 through May 2024. This is intended to span the originally planned construction duration of 50 contractor working days, plus time allotted for Project setup and closeout. Overtime has not been figured into the budget.
   b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover instances, including but not limited to the following, Client and Consultant will negotiate a Supplement to this Agreement:
      i. The contractor's schedule requires inspection coverage of extra crews and shifts.
      ii. The construction contract runs longer than the time period detailed above.
      iii. Any added scope tasks.
      iv. Adjustment of Consultant Indirect Cost Rate (ICR) percentage pursuant to the terms as outlined in Section V of the LAG Agreement.
   c. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.
   d. If Consultant provides their own construction field office, Client will reimburse Consultant for all office costs, including lease and/or rental of space, equipment, utilities, and insurance.
   e. The budget allocations shown in Exhibit B are itemized to aid in Project tracking purposes only. The budget may be transferred between people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
   f. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project site. Any customization to meet specialized Client requirements will be Extra Work.

g. Should Consultant's level of effort extend beyond the time period detailed in the attached Exhibit B - Estimate, and into a new year, labor rates will adjust annually on January 1, with 30-day written notice to Agency.

2. **Items and Services Client will provide**:

   a. Meeting arrangements and facilities for preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.

   b. Office space at City owned facility including:

      i. workstations (desk, chair, and storage) for Resident Engineer

      ii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color, and for business quality.

      iii. high-speed, wifi internet connection

      iv. miscellaneous office supplies

      v. utilities and sanitary facilities

   c. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.

   d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.

   e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.

   f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.

3. Scope:

   a. The web-based tool being used on this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.

   b. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.

   c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.

   d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation," and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified

inspector who provides a certified inspection report in accordance with an established standard.

e. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.

f. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

g. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.

h. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.

i. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.

j. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.

k. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them, and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.

l. Client agrees to include a statement in the construction Bid Documents for this Project, requiring construction contractor to name KBA, Inc. as an additional insured via endorsement to the contractor's commercial general liability and automobile insurance policies.

m. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.

n. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.

o. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.

p. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties,

guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

q. Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.

r. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.

s. To comply with Article XIX. Protection of Confidential Information of the LAG Agreement, Prime Consultant shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information

t. Regarding Article XIX. Protection of Confidential Information, of the LAG Agreement, KBA will perform services under the following assumptions, and such assumptions are assumed acceptable to the AGENCY and the STATE: The AGENCY and/or the STATE will identify each and any item considered to be "State's Confidential Information" as "confidential", as detailed below. Any information received by CONSULTANT that is not so labeled, will be assumed by CONSULTANT to <u>not</u> be "State's Confidential Information". CONSULTANT will return all items pre-identified as State's Confidential Information, to the AGENCY, and will not be required to take any other steps to protect that information.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

Sumner Maple St/Traffic Ave PHB

Transportation Solutions, Inc.

KBA Job No. Enter KBA Project No.
Cost + Net fee (on DSC Only)
Prepared On: 8/23/2023

	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
Working Days / Month	20	20	22	21	21	22	22	20	22
Hours / Month	160	160	176	168	168	176	176	160	176
Overtime Utilization %	10%	4%	6%	8%	10%	11%	12%	12%	12%
Regular + OT Hours / Month	176	166	187	181	185	195	197	179	197

Project Schedule

Antcipated LNTP Start in Nov for Submittal Review and Suspension for Material Procurement. Project start in April to run through June 2024.

50 Working Days

KBA Hours

				Vehicle Type	Task	2023 DSC Rate	2024 DSC Rate	Total Hours	2023	2024	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
H	Cameron Bloomer	E5	Engineer V	None	01.00	$ 76.00	$ 79.80	27	6	21	6					6	6	6	3
H	Elmin Kovac	A2	Administrator II	None	01.00	$ 32.32	$ 33.94	12	2	10	2					3	2	2	3
H	Erica Dougherty	E4	Engineer IV	None	01.00	$ 66.00	$ 69.30	12	4	8	4						4	4	
F	TBD RE/Insp	T5	Technical Representative V	Special SUV	02.00	$ 58.00	$ 60.90	492	-	492						140	176	176	
H	TBD PA	P5	Project Controls V	None	02.00	$ 47.00	$ 49.35	90	20	70	20					30	20	20	
H	TBD RE/Insp	T5	Technical Representative V	Special SUV	02.00	$ 58.00	$ 60.90	76	64	12	60	4	4	4	4				
Subtotal - KBA Labor Hours								709	96	613	92	4	4	4	4	179	208	208	6

Project Expenses - Task DE

				Rate (Tax Included)	Total Costs	2023	2024	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
DE	KBA Field Vehicle	Monthly	Special Use SUV	$ 1,214.40	3,643	-	3,643						1,214	1,214	1,214	
DE	KBA Field Vehicle	Daily	Special Use SUV	$ 60.72	-	-	-									
DE	KBA Field Vehicle	Hourly	Special Use SUV	$ 8.08	614	517	97	485	32	32	32	32				
DE	Misc				-	-	-									
Subtotal - Direct Expenses					4,257	517	3,740	485	32	32	32	32	1,214	1,214	1,214	-

Subconsultants

	Task	Total Costs	2023	2024	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
Enter Sub Name	Sub.01	4,500	-	4,500					1,500	1,500	1,500		
Subtotal - Subconsultant Costs		4,500	-	4,500	-	-	-	-	1,500	1,500	1,500	-	-

Combined Costs

					Task	2023 DSC Rate	2024 DSC Rate	Total DSC	2023	2024	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
H	Cameron Bloomer	E5	Engineer V		01.00	$76.00	$79.80	2,132	456	1,676	456	-	-	-	-	479	479	479	239
H	Elmin Kovac	A2	Administrator II		01.00	$32.32	$33.94	404	65	339	65	-	-	-	-	102	68	68	102
H	Erica Dougherty	E4	Engineer IV		01.00	$66.00	$69.30	818	264	554	264	-	-	-	-	-	277	277	-
F	TBD RE/Insp	T5	Technical Representative V		02.00	$58.00	$60.90	29,963	-	29,963						8,526	10,718	10,718	-
H	TBD PA	P5	Project Controls V		02.00	$47.00	$49.35	4,395	940	3,455	940	-	-	-	-	1,481	987	987	-
H	TBD RE/Insp	T5	Technical Representative V		02.00	$58.00	$60.90	4,443	3,712	731	3,480	232	244	244	244	-	-	-	-
Subtotal Direct Labor Cost								$ 42,154	5,437	36,718	5,205	232	244	244	244	10,587	12,529	12,529	341
Home Overhead								19,339	8,624	10,715	8,256	368	386	386	386	3,270	2,873	2,873	541
Field Overhead								44,657	-	44,657	-	-	-	-	-	12,707	15,975	15,975	-
Subtotal Overhead Cost								$ 63,996	8,624	55,372	8,256	368	386	386	386	15,977	18,847	18,847	541
Subtotal Fee			30% of Direct Salary Costs					12,646	1,631	11,015	1,561	70	73	73	73	3,176	3,759	3,759	102
Subtotal Fully Loaded Labor Cost								$ 118,797	15,692	103,105	15,022	670	703	703	703	29,740	35,135	35,135	985
Subtotal Direct Expenses								4,257	517	3,740	485	32	32	32	32	1,214	1,214	1,214	-
Subtotal Subconsultant Costs								4,500	-	4,500	-	-	-	-	1,500	1,500	1,500	-	-
Management Reserve								-	-	-	-	-	-	-	-	-	-	-	-
ESTIMATED TOTAL								127,554	**16,209**	**111,345**	**15,507**	**702**	**735**	**735**	**2,235**	**32,454**	**37,850**	**36,350**	**985**

Min / Max Billing Rate and Fee Schedule
DSC Rates - Effective June 1, 2023 through December 31, 2023

KBA, Inc. **HOME ICR**

LABOR CLASS	PERSONNEL CLASSIFICATION	DIRECT SALARY COST			OVERHEAD 158.63% x DSC			FEE 30% x DSC			INCLUSIVE HOURLY RATE		
		Min.		Max.	Min.		Max.	Min.		Max.	Min.		Max.
M-7	Manager VII	$125.00	to	$238.00	$198.29	to	$377.54	$37.50	to	$71.40	$361	to	$687
M-6	Manager VI	$115.00	to	$186.00	$182.42	to	$295.05	$34.50	to	$55.80	$332	to	$537
M-5	Manager V	$105.00	to	$154.00	$166.56	to	$244.29	$31.50	to	$46.20	$303	to	$444
M-4	Manager IV	$95.00	to	$121.00	$150.70	to	$191.94	$28.50	to	$36.30	$274	to	$349
M-3	Manager III	$85.00	to	$110.00	$134.84	to	$174.49	$25.50	to	$33.00	$245	to	$317
M-2	Manager II	$75.00	to	$98.00	$118.97	to	$155.46	$22.50	to	$29.40	$216	to	$283
M-1	Manager I	$60.00	to	$89.00	$95.18	to	$141.18	$18.00	to	$26.70	$173	to	$257
E-9	Engineering / Professional IX	$100.00	to	$203.00	$158.63	to	$322.02	$30.00	to	$60.90	$289	to	$586
E-8	Engineering / Professional VIII	$80.00	to	$114.00	$126.90	to	$180.84	$24.00	to	$34.20	$231	to	$329
E-7	Engineering / Professional VII	$75.00	to	$108.00	$118.97	to	$171.32	$22.50	to	$32.40	$216	to	$312
E-6	Engineering / Professional VI	$65.00	to	$102.00	$103.11	to	$161.80	$19.50	to	$30.60	$188	to	$294
E-5	Engineering / Professional V	$55.00	to	$90.00	$87.25	to	$142.77	$16.50	to	$27.00	$159	to	$260
E-4	Engineering / Professional IV	$50.00	to	$78.00	$79.32	to	$123.73	$15.00	to	$23.40	$144	to	$225
E-3	Engineering / Professional III	$40.00	to	$66.00	$63.45	to	$104.70	$12.00	to	$19.80	$115	to	$190
E-2	Engineering / Professional II	$35.00	to	$54.00	$55.52	to	$85.66	$10.50	to	$16.20	$101	to	$156
E-1	Engineering / Professional I	$25.00	to	$42.00	$39.66	to	$66.62	$7.50	to	$12.60	$72	to	$121
T-8	Technical Representative VIII	$80.00	to	$103.00	$126.90	to	$163.39	$24.00	to	$30.90	$231	to	$297
T-7	Technical Representative VII	$75.00	to	$98.00	$118.97	to	$155.46	$22.50	to	$29.40	$216	to	$283
T-6	Technical Representative VI	$65.00	to	$90.00	$103.11	to	$142.77	$19.50	to	$27.00	$188	to	$260
T-5	Technical Representative V	$55.00	to	$83.00	$87.25	to	$131.66	$16.50	to	$24.90	$159	to	$240
T-4	Technical Representative IV	$50.00	to	$76.00	$79.32	to	$120.56	$15.00	to	$22.80	$144	to	$219
T-3	Technical Representative III	$40.00	to	$61.00	$63.45	to	$96.76	$12.00	to	$18.30	$115	to	$176
T-2	Technical Representative II	$35.00	to	$49.00	$55.52	to	$77.73	$10.50	to	$14.70	$101	to	$141
T-1	Technical Representative I	$22.00	to	$37.00	$34.90	to	$58.69	$6.60	to	$11.10	$63	to	$107
P-8	Project Controls VIII	$70.00	to	$103.00	$111.04	to	$163.39	$21.00	to	$30.90	$202	to	$297
P-7	Project Controls VII	$65.00	to	$98.00	$103.11	to	$155.46	$19.50	to	$29.40	$188	to	$283
P-6	Project Controls VI	$55.00	to	$90.00	$87.25	to	$142.77	$16.50	to	$27.00	$159	to	$260
P-5	Project Controls V	$45.00	to	$83.00	$71.38	to	$131.66	$13.50	to	$24.90	$130	to	$240
P-4	Project Controls IV	$40.00	to	$76.00	$63.45	to	$120.56	$12.00	to	$22.80	$115	to	$219
P-3	Project Controls III	$35.00	to	$61.00	$55.52	to	$96.76	$10.50	to	$18.30	$101	to	$176
P-2	Project Controls II	$25.00	to	$49.00	$39.66	to	$77.73	$7.50	to	$14.70	$72	to	$141
P-1	Project Controls I	$20.00	to	$37.00	$31.73	to	$58.69	$6.00	to	$11.10	$58	to	$107
A-7	Administrator VII	$65.00	to	$92.00	$103.11	to	$145.94	$19.50	to	$27.60	$188	to	$266
A-6	Administrator VI	$55.00	to	$76.00	$87.25	to	$120.56	$16.50	to	$22.80	$159	to	$219
A-5	Administrator V	$50.00	to	$64.00	$79.32	to	$101.52	$15.00	to	$19.20	$144	to	$185
A-4	Administrator IV	$40.00	to	$56.00	$63.45	to	$88.83	$12.00	to	$16.80	$115	to	$162
A-3	Administrator III	$30.00	to	$47.00	$47.59	to	$74.56	$9.00	to	$14.10	$87	to	$136
A-2	Administrator II	$25.00	to	$40.00	$39.66	to	$63.45	$7.50	to	$12.00	$72	to	$115
A-1	Administrator I	$20.00	to	$31.00	$31.73	to	$49.18	$6.00	to	$9.30	$58	to	$89

Note:
(1) Billing rates shall equal actual DSC at the time work is performed **X** a labor multipli 2.8863
(2) DSC ranges shown are effective June 30, 2023 - December 31, 2023. OH(ICR) Rate may adjust annually with new WSDOT audit letter.
(3) 15% differential applied for Night Shift work; Time-and-a-half applied for non-exempt staff working more than 40 hours/week.
(4) For multi-year agreements, DSC Max ranges noted above escalate 4% annually on January 1.

DIRECT NON-SALARY REIMBURSABLES

EXPENSE TYPE	ITEM RATE
Subconsultants	Cost + 6%
Field Equipment & Supplies (valued over $100), Reprographics, Couriers	Cost
Auto Mileage	Higher of current IRS or WSDOT adopted rate
Project Assigned Vehicle - Rates quoted do not include sales tax which will be applied upon invoicing	$1,400 / month $70.00 / day $7.50 / hour
Fuel - a fuel surcharge may apply, if more than 300 miles are travelled in a month	$5.00 / Gallon
Lodging & Per Diem	Per WSDOT Travel Directives

Consultant will comply with rules and regulations regarding travel costs, according to WSDOT Accounting Manual M13-82, Ch 10 - Travel Rules & Procedures.

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO KBA, INC.

Min / Max Billing Rate and Fee Schedule
DSC Rates - Effective June 1, 2023 through December 31, 2023

KBA, Inc. **FIELD ICR**

LABOR CLASS	PERSONNEL CLASSIFICATION	DIRECT SALARY COST			OVERHEAD 149.04% x DSC			FEE 30% x DSC			INCLUSIVE HOURLY RATE		
		Min.		Max.	Min.		Max.	Min.		Max.	Min.		Max.
M-7	Manager VII	$125.00	to	$238.00	$186.30	to	$354.72	$37.50	to	$71.40	$349	to	$664
M-6	Manager VI	$115.00	to	$186.00	$171.40	to	$277.21	$34.50	to	$55.80	$321	to	$519
M-5	Manager V	$105.00	to	$154.00	$156.49	to	$229.52	$31.50	to	$46.20	$293	to	$430
M-4	Manager IV	$95.00	to	$121.00	$141.59	to	$180.34	$28.50	to	$36.30	$265	to	$338
M-3	Manager III	$85.00	to	$110.00	$126.68	to	$163.94	$25.50	to	$33.00	$237	to	$307
M-2	Manager II	$75.00	to	$98.00	$111.78	to	$146.06	$22.50	to	$29.40	$209	to	$273
M-1	Manager I	$60.00	to	$89.00	$89.42	to	$132.65	$18.00	to	$26.70	$167	to	$248
E-9	Engineering / Professional IX	$100.00	to	$203.00	$149.04	to	$302.55	$30.00	to	$60.90	$279	to	$566
E-8	Engineering / Professional VIII	$80.00	to	$114.00	$119.23	to	$169.91	$24.00	to	$34.20	$223	to	$318
E-7	Engineering / Professional VII	$75.00	to	$108.00	$111.78	to	$160.96	$22.50	to	$32.40	$209	to	$301
E-6	Engineering / Professional VI	$65.00	to	$102.00	$96.88	to	$152.02	$19.50	to	$30.60	$181	to	$285
E-5	Engineering / Professional V	$55.00	to	$90.00	$81.97	to	$134.14	$16.50	to	$27.00	$153	to	$251
E-4	Engineering / Professional IV	$50.00	to	$78.00	$74.52	to	$116.25	$15.00	to	$23.40	$140	to	$218
E-3	Engineering / Professional III	$40.00	to	$66.00	$59.62	to	$98.37	$12.00	to	$19.80	$112	to	$184
E-2	Engineering / Professional II	$35.00	to	$54.00	$52.16	to	$80.48	$10.50	to	$16.20	$98	to	$151
E-1	Engineering / Professional I	$25.00	to	$42.00	$37.26	to	$62.60	$7.50	to	$12.60	$70	to	$117
T-8	Technical Representative VIII	$80.00	to	$103.00	$119.23	to	$153.51	$24.00	to	$30.90	$223	to	$287
T-7	Technical Representative VII	$75.00	to	$98.00	$111.78	to	$146.06	$22.50	to	$29.40	$209	to	$273
T-6	Technical Representative VI	$65.00	to	$90.00	$96.88	to	$134.14	$19.50	to	$27.00	$181	to	$251
T-5	Technical Representative V	$55.00	to	$83.00	$81.97	to	$123.70	$16.50	to	$24.90	$153	to	$232
T-4	Technical Representative IV	$50.00	to	$76.00	$74.52	to	$113.27	$15.00	to	$22.80	$140	to	$212
T-3	Technical Representative III	$40.00	to	$61.00	$59.62	to	$90.91	$12.00	to	$18.30	$112	to	$170
T-2	Technical Representative II	$35.00	to	$49.00	$52.16	to	$73.03	$10.50	to	$14.70	$98	to	$137
T-1	Technical Representative I	$22.00	to	$37.00	$32.79	to	$55.14	$6.60	to	$11.10	$61	to	$103
P-8	Project Controls VIII	$70.00	to	$103.00	$104.33	to	$153.51	$21.00	to	$30.90	$195	to	$287
P-7	Project Controls VII	$65.00	to	$98.00	$96.88	to	$146.06	$19.50	to	$29.40	$181	to	$273
P-6	Project Controls VI	$55.00	to	$90.00	$81.97	to	$134.14	$16.50	to	$27.00	$153	to	$251
P-5	Project Controls V	$45.00	to	$83.00	$67.07	to	$123.70	$13.50	to	$24.90	$126	to	$232
P-4	Project Controls IV	$40.00	to	$76.00	$59.62	to	$113.27	$12.00	to	$22.80	$112	to	$212
P-3	Project Controls III	$35.00	to	$61.00	$52.16	to	$90.91	$10.50	to	$18.30	$98	to	$170
P-2	Project Controls II	$25.00	to	$49.00	$37.26	to	$73.03	$7.50	to	$14.70	$70	to	$137
P-1	Project Controls I	$20.00	to	$37.00	$29.81	to	$55.14	$6.00	to	$11.10	$56	to	$103
A-7	Administrator VII	$65.00	to	$92.00	$96.88	to	$137.12	$19.50	to	$27.60	$181	to	$257
A-6	Administrator VI	$55.00	to	$76.00	$81.97	to	$113.27	$16.50	to	$22.80	$153	to	$212
A-5	Administrator V	$50.00	to	$64.00	$74.52	to	$95.39	$15.00	to	$19.20	$140	to	$179
A-4	Administrator IV	$40.00	to	$56.00	$59.62	to	$83.46	$12.00	to	$16.80	$112	to	$156
A-3	Administrator III	$30.00	to	$47.00	$44.71	to	$70.05	$9.00	to	$14.10	$84	to	$131
A-2	Administrator II	$25.00	to	$40.00	$37.26	to	$59.62	$7.50	to	$12.00	$70	to	$112
A-1	Administrator I	$20.00	to	$31.00	$29.81	to	$46.20	$6.00	to	$9.30	$56	to	$87

Note:
(1) Billing rates shall equal actual DSC at the time work is performed **X** a labor multipli 2.7904
(2) DSC ranges shown are effective June 30, 2023 - December 31, 2023. OH(ICR) Rate may adjust annually with new WSDOT audit letter.
(3) 15% differential applied for Night Shift work; Time-and-a-half applied for non-exempt staff working more than 40 hours/week.
(4) For multi-year agreements, DSC Max ranges noted above escalate 4% annually on January 1.

DIRECT NON-SALARY REIMBURSABLES

EXPENSE TYPE	ITEM RATE
Subconsultants	Cost + 6%
Field Equipment & Supplies (valued over $100), Reprographics, Couriers	Cost
Auto Mileage	Higher of current IRS or WSDOT adopted rate
Project Assigned Vehicle - Rates quoted do not include sales tax which will be applied upon invoicing	$1,400 / month $70.00 / day $7.50 / hour
Fuel - a fuel surcharge may apply, if more than 300 miles are travelled in a month	$5.00 / Gallon
Lodging & Per Diem	Per WSDOT Travel Directives

Consultant will comply with rules and regulations regarding travel costs, according to WSDOT Accounting Manual M13-82, Ch 10 - Travel Rules & Procedures.

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO KBA, INC.

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 3, 2023

KBA, Inc.
11201 SE 8th Street, Suite 160
Bellevue, WA 98004

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Andy Jones:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of the following:

- Home Rate: 158.63%
- Field Rate: 149.04%

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards;

Schatzie Harvey

Schatzie Harvey (May 3, 2023 08:27 PDT) May 3, 2023

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3861

SUBJECT: Approval of check and electronic payments in the amount of $4,046,294.09.

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Approval Pages

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
Checks and electronic payments.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Approve as presented.

DocuSign Envelope ID: 3ED6D0F7-20D4-4D78-9B5B-7030F50BD7BC

CITY OF SUMNER WASHINGTON

CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	32396	To:	32484	$274,930.73
Use Tax (paid to WA State Department of Revenue)		n/a		n/a	$507.30
Voided Check(s)		-		-	$0.00
Voided EFT(s)		-		-	$0.00
AP Electronic (EFTs) Payments:	From:	685	To:	688	$154,873.00
AP Wire(s):	From:	15316	To:	15320	$34,561.28
Payroll & Benefits Electronic Payments	From:	11/17/2023	To:	11/30/2023	$603,567.72
Payroll & Benefits Checks	From:	-	To:	-	$0.00
				TOTAL	$1,068,440.03

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

DocuSigned by:
Kassandra Raymond
9A5D5E5EBAEC4A5...
Chief Financial Officer — 11/29/2023 | 4:45 PM PST 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: $1,068,440.03

DocuSigned by:
Patricia Cole
1B38614FF4684BF...
Chair — 11/30/2023 | 1:14 PM PST Date

DocuSigned by:
Barbara Bitetto
C4E25C625DD9MC...
Committee Member — 11/30/2023 | 9:55 AM PST Date

DocuSigned by:
5A1E706E803C41B...
Committee Member — 11/30/2023 | 8:30 PM PST Date

DocuSign Envelope ID: 3ED6D0F7-20D4-4D78-9B5B-7030F50BD7BC

CITY OF SUMNER WASHINGTON

CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	32293	To:	32395	$497,494.37
Use Tax (paid to WA State Department of Revenue)		n/a		n/a	$656.21
Voided Check(s)		23791		23791	-$2,537.80
Voided EFT(s)		-		-	$0.00
AP Electronic (EFTs) Payments:	From:	678	To:	684	$1,687,337.22
AP Wire(s):	From:	15311	To:	15315	$4,044.96
Payroll & Benefits Electronic Payments	From:	11/3/2023	To:	11/16/2023	$779,854.10
Payroll & Benefits Checks	From:	10026	To:	10027	$11,005.00
				TOTAL	$2,977,854.06

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

DocuSigned by:
Kassandra Raymond
9A5D5E3EBAEC4AB...
Chief Financial Officer — 11/29/2023 | 4:45 PM PST
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: $2,977,854.06

DocuSigned by:
Patricia Cole
Chair — 11/30/2023 | 1:14 PM PST
Date

DocuSigned by:
Committee Member — 11/30/2023 | 8:30 PM PST
Date

DocuSigned by:
Barbara Bitetto
74E2EC62EDD845C...
Committee Member — 11/30/2023 | 9:55 AM PST
Date

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3867

SUBJECT: Ordinance No. 2874 - 2023/2024 Mid-Biennial Budget Amendment **CATEGORY:** Ordinance

BUDGET IMPACT:
Expenditure Required: Per amendment Within Budget Allocation: As adopted

ATTACHMENTS:
1. Presentation - Mid-Biennial Budget Amendment
2. Ordinance No. 2874 - 2023/2024 Mid-Biennial Budget Amendment

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND: City Council adopted the 2023/2024 Biennial Budget by Ordinance Number 2838 on December 5, 2022. Pursuant to RCW 35A.34.130, cities adopting a biennial budget are required to provide by ordinance a mid-biennial review no later than the conclusion of the first year of the fiscal biennium. This review provides staff with the opportunity to review revenue and expenditure trends, capital programs, and make programmatic adjustments as necessary.

The proposed mid-biennial budget amendment includes:

General Fund (001):

- Increases professional services for outside legal counsel (Ryan House), and building plan review;
- Recognizes revenue contribution from Pierce County and 2024 expenses to continue the BusUp program through 2024;
- Programs tuition reimbursement for staff development;
- Recognizes increase in per capita expense for Metro Animal Services;
- Authorizes pass-through of state shared funding for affordable housing and opioid treatment.

Sidewalk Capital Fund (302): Programs funding to begin design for West Valley Sidewalk repair and recognizes Sound Transit contribution to Station Access Improvements.

Parks & Trail Capital Fund (310): Recognizes grant funding and offsetting expense for Fryar Ave Trails.

Street Capital Fund (320): Recognizes grant funding and offsetting expense for Maple Street Pedestrian Improvements, and recognizes Sound Transit contribution to bicycle lanes.

Facilities Capital (325): Reduces grant funding and offsetting expenses of expiring grant (Ryan House), and programs grant funding from the Department of Commerce for float storage.

Water Fund (401): Programs expenses for Central Well job shack, Central Well filter media replacement, and meter supplies.

Wastewater Fund (402): Programs Puget Sound Energy incentive and purchase of ammonia probes, programs other WWTF expenses.

Metro Animal Services Fund (440): Recognizes revenue for per capita rate increase in 2024.

Information Technology Fund (551): Recognizes grant revenue from WA Department of Emergency Management for cybersecurity, and offsetting expense.

The proposed amendment was reviewed by the Finance & Personnel Committee on November 16, 2023. A required public hearing was held on December 4, 2023 to afford citizens an opportunity to provide input into the proposed changes.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee 11/06/2023**
City Council Study Session 11/27/2023
Public Hearing 12/04/2023

MEETING/STUDY SESSION DATE: 11/27/2023
COMMITTEE RECOMMENDATION: Forward to City Council Study Session

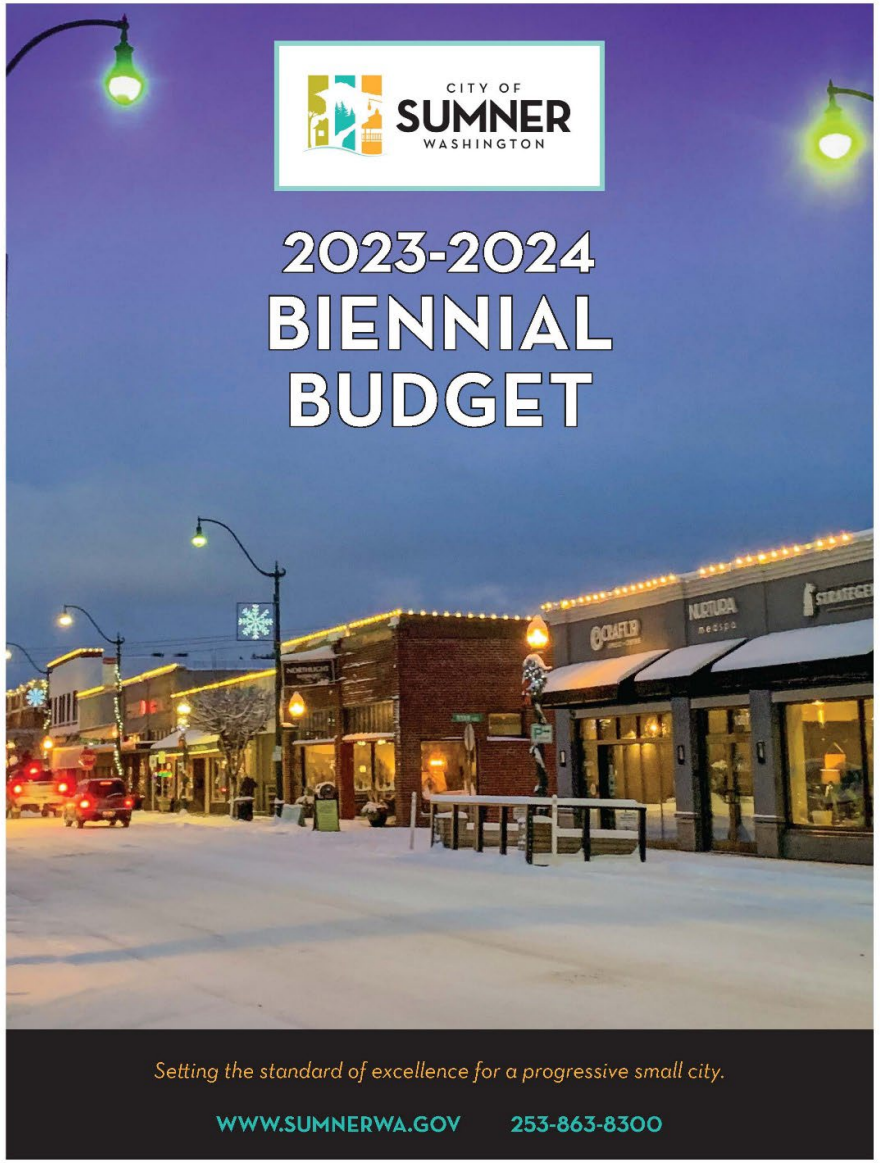
STAFF RECOMMENDATIONS/MOTION:
Adopt Ordinance No. 2874 amending the 2023/2024 Biennial Budget.

2023-2024 Biennial Budget

Mid-Biennial Budget Amendment

City Council

December 11, 2023



2023-2024 Biennial Budget adopted December 5, 2022

Why this Amendment?

- RCW 35A.34.130 requires that municipalities budgeting biennially adopt a mid-biennial review.
- Quarterly budget amendments provide Council a timely and transparent view of the budget needs
- Opportunity to review changes, revisit/revise forecasts, and adjust for programmatic changes
- Reviewed in detail by Finance & Personnel Committee
- Integral part of the City's overall financial management process

Amendment at a Glance

	Revenues	Transfer In	Expenditures	Transfer Out
General Fund	$79,000	$0	$425,190	$0
Special Revenue Funds	$0	$0	$0	$0
Capital Funds	$6,158,503	$0	$5,625,203	$0
Utility Funds	$34,000	$0	$642,000	$0
Other Enterprise Funds	$36,258	$0	$0	$0
Internal Service Funds	$32,000	$0	$32,000	$0
Fiduciary Funds	$0	$0	$0	$0
Total	**$6,339,761**	**$0**	**$6,724,393**	**$0**
Total Revenues	$6,339,761			
Total Expenditures	$6,724,393			

General Fund

Item	Revenue	Expense
Legal Services (Ryan House)	$0	$60,000
Development Services Plan Review	$0	$55,000
BusUp Service (Pierce County Funding & 2024 Activity)	$79,000	$158,000
Legal Department Tuition Reimbursement	$0	$6,600
Metro Animal Services Per Capita	$0	$3,240
Operating Change	***$79,000***	***$282,840***
Allocate Opioid Funding to Pierce County	$0	$17,350
Allocate Housing Funding to SSHAPE	$0	$125,000
Totals	**$79,000**	**$425,190**

Fund 302 – Sidewalk Capital

Description	Revenue	Expenditure
West Valley Sidewalk Repair Design	$-	$80,000
Sound Transit Station Access Improvements	$350,000	$-

West Valley Highway Sidewalk Repair

Fund 310 – Parks & Trails Capital

Description	Revenue	Expenditure
Fryar Avenue Trail Grant Award & Expenditure	$5,328,450	$5,328,450

Fund 320 – Street Capital

Description	Revenue	Expenditure
Maple Street Pedestrian Improvements – FHWA HSIP Grant & Expense	$280,053	$616,753
Sound Transit Contribution – Bicycle Lanes	$500,000	$-

Maple Street Improvements

Fund 325 – Facilities Capital

Description	Revenue	Expenditure
Department of Commerce Grant (PW Operations Facility)	$100,000	$-
Ryan House Improvements (PCLTAC Grant)	($400,000)	($400,000)

Fund 401 – Water Fund

Description	Revenue	Expenditure
Job Shack @ Central Well (2023 and 2024)	$-	$23,000
Central Well Filter Media Replacement	$-	$150,000
Supplies – Service Meters	$-	$310,000

Fund 402 – Wastewater Fund

Description	Revenue	Expenditure
Puget Sound Energy Grant (Purchase of Ammonia Probes)	$34,000	$34,000
WWTF Operations – Chemicals	$-	$25,000
WWTF Equipment Replacements	$-	$100,000

Fund 440 – Animal Control Fund

Description	Revenue	Expenditure
Per Capita Revenues	$36,258	$-
2024 per capita increase of $0.30		

Fund 551 – Information Technology Fund

Description	Revenue	Expenditure
Cybersecurity Grant (WA Dept of Emergency Management)	$32,000	$32,000
Microsoft Defender for Cybersecurity		

Next Steps

November 16, 2023

Finance & Personnel Committee

December 4, 2023

Public Hearing

City Council Study Session

November 27, 2023

Adopt Ordinance

December 11, 2023

Questions?

ORDINANCE NO. 2874
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, ORDINANCE 2866, APPROVED AUGUST 7, 2023, ORDINANCE 2871, APPROVED SEPTEMBER 18, 2023, AND ORDINANCE 2872, APPROVED OCTOBER 16, 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, The Sumner City Council approved Ordinance No. 2871 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2872 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, a public hearing for the 2023/2024 mid-biennial budget amendment was held December 4, 2023; 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.

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 11th day of December, 2023.

_____
Mayor Kathy Hayden

ATTEST:

_____
City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

_____
City Attorney Andrea Marquez

BA 12/11/2023 Funds	Beginning Fund Balance *Adopted*	Revenues *Adopted*	Revenues *Previous*	Revenues *12/11/23*	Expenditures *Adopted*	Expenditures *Previous*	Expenditures *12/11/23*	Ending Fund Balance *Revised*
001 General	11,300,000	$ 41,287,140	$ 1,239,207	$ 79,000	$ 40,975,513	$ 1,907,677	$ 425,190	$ 10,596,966
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	350,000	880,000	553,200	80,000	332,457
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	252,500	5,328,450	5,131,106	(535,000)	5,328,450	948,176
320 Street Capital Fund	7,709,379	17,364,200	2,711,700	780,053	24,625,588	2,957,000	616,753	365,991
325 Facilities Capital Fund	50,000	515,000	3,440,000	(300,000)	565,000	3,440,000	(400,000)	100,000
401 Water	13,219,995	10,189,150	-	-	20,279,605	46,985	483,000	2,599,555
402 Wastewater	9,286,248	15,566,163	2,150	34,000	21,270,227	149,110	159,000	3,310,224
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	8,227,784	38,031,772	8,000,000	-	42,424,254	9,096,985	-	2,738,317
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	-	36,258	2,062,680	7,950	-	153,343
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	32,000	3,336,088	107,650	32,000	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	-	4,866,735
611 Firemen's Pension	29,798	164,000	-	-	160,000	-	-	33,798
Total All Funds	$ 70,291,581	$ 142,301,059	$ 16,291,407	$ 6,339,761	$ 169,587,969	$ 19,396,725	$ 6,724,393	$ 39,514,721

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3859

SUBJECT: Manufacturing and Industrial Center Transit-BusUp Master Services Agreement for 2024

CATEGORY: Motion

BUDGET IMPACT:
Expenditure Required: Up to $169,500

Within Budget Allocation: Yes

ATTACHMENTS:
1. Presentation
2. Sumner BusUp Agreement

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:
In late 2022, the City Council approved a one-year pilot project for last mile transit service between the Sumner Sounder Station and businesses in the City's Manufacturing and Industrial Center (MIC). The Sumner Commuter Connector has seen steady increases in ridership, but was subsidized by the city general fund.

Staff is proposing changes to the Master Service Agreement with BusUp that would allow for up to half the shuttle loops serving the Sounder Station to be diverted to serve a "cross-town connection." This cross-town connection would run east/west, giving Sumner residents an option for a ride to the station. This will become even more important as the Sound Transit parking garage goes under construction and parking of 100 plus vehicles is eliminated. There is the potential to grow the MIC transit service as well as a cross-town service in 2024. This would be for a 12-month continuation of the pilot project.

The cost for extending the pilot project for 2024 is $169,500 (prior to any fare offset). These costs were included in the mid-biennial budget adjustment (Ordinance No. 2874). The funding included unspent 2023 allocated funds of $77,889 and an additional $79,000 allocation from Pierce County, with the balance to be made up through fares.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
MEETING/STUDY SESSION DATE: 11/27/2023
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Motion authorizing the Mayor to enter into the Master Services Agreement with BusUp for continuation of the MIC Transit pilot project for 12 months in 2024.

Sumner Commuter Connector

City Council
December 11, 2023

Ryan Windish Community & Economic Development Director

Objectives

- Background on pilot project
- Present modified service for Sumner Commuter Connector
- Summary of budget
- Staff Recommendation

First Sounder Commuter Train –September 18, 2000

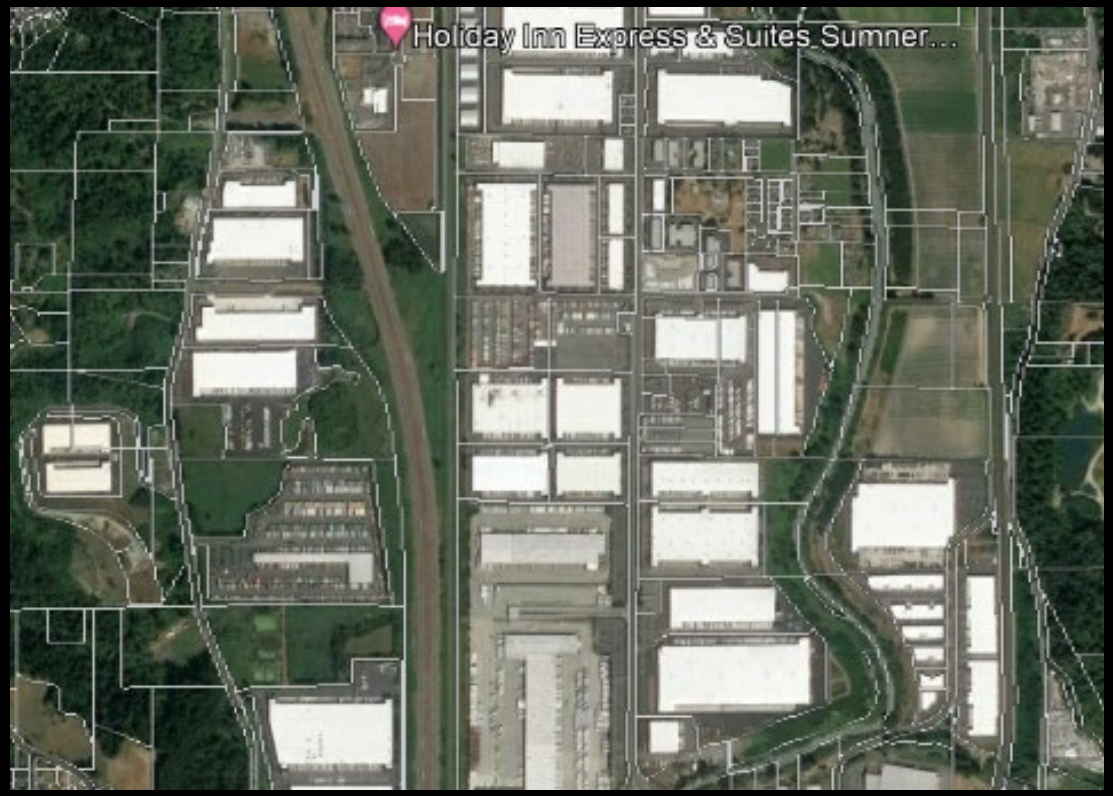
Sumner-Pacific Manufacturing/Industrial Center

- PSRC designation as a Regional MIC in 2018
- Has grown to 17,000 employees with growth capacity for another 4,000 to 5,000 employees
- Home to many large employers including REI, Amazon, Sekisui Aerospace, Costco and many more.
- Not currently served by transit

CITY OF SUMNER WASHINGTON

Demand for MIC Transit

- Many employers have employees who are using transit to commute to work
- They arrive at the Sumner Sounder station in downtown and then walk or bike 1-2 miles
- Temporary employees are common and if they are late for work they typically lose their job
- Many of those using transit don't own a car



Sumner-Pacific MIC

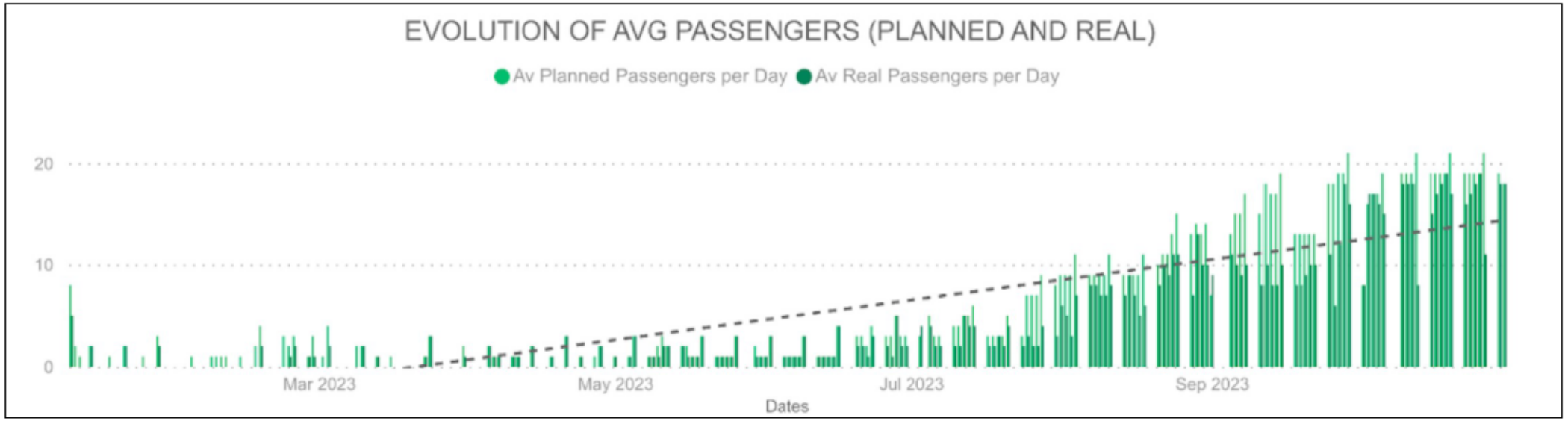
CITY OF SUMNER WASHINGTON

2023 Operations: Sumner Commuter Connector

- Service began: January 9, 2023
- January – March Ridership was very low
- Difficulty getting large businesses to sign-up
- **Gaining momentum**

CITY OF SUMNER WASHINGTON

Summary of Ridership 1st Year



- Average passengers per day in September 2023: 12
- Trend is for increasing ridership in MIC

Path Forward

What's working?

- Rides continue to increase for MIC
- Increasing users each month
- REI's commuter benefits platform now integrated

What do we work towards?

- Raise the conversion rate (New Users -> Booked rides)
- Continue boots-on-ground promotions at employer locations
- Identify new channels of outreach/promotion directly to employees
- Continue to seek buy-in from employer leadership

CITY OF SUMNER WASHINGTON

2024 Operations and Assumptions

- Shuttle would operate to serve Sumner Transit Station to the MIC
- Shuttle would have a “cross-town connection” for Sounder riders in Sumner
- $3/ride ($6 round trip)
- Employers would sign up for the service and subsidize the rides for employees and employees can ride without an employer agreement
- 12-month pilot project ($169,000)
- Fares offset City’s costs

CITY OF SUMNER WASHINGTON

Cross-town Connection

- Allows for some of the shuttle loops to be redirected to serve a cross-town east/west route.
- Gives Sumner residents an option to ride the shuttle to the Sounder Station
- Will be an option for off-site parking when the Station Garage is under construction.
- Test the feasibility of a cross-town shuttle service.

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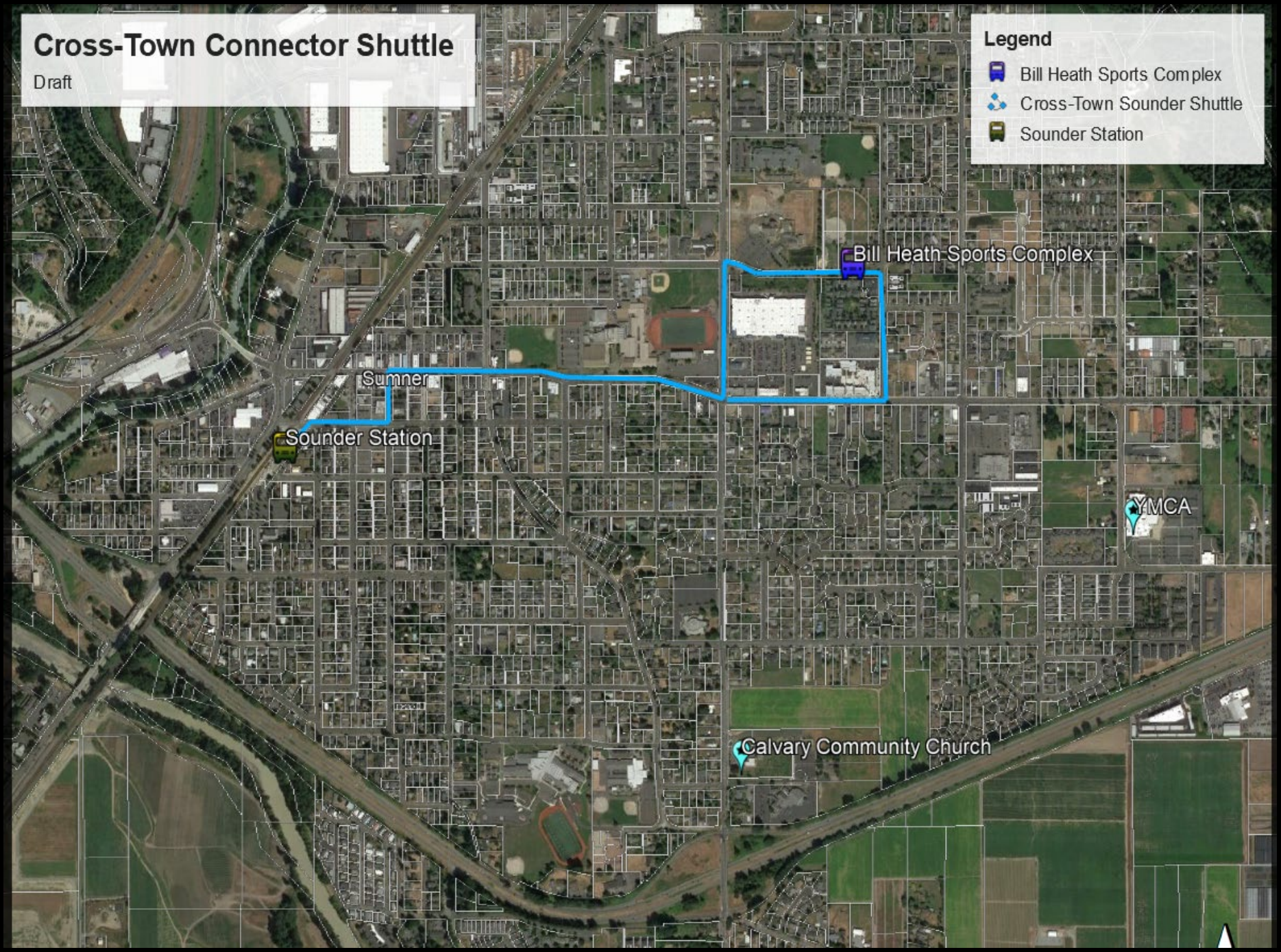
Cross-Town Connector Shuttle
Draft
Legend
Bill Heath Sports Complex
Cross-Town Sounder Shuttle
Sounder Station
Bill Heath Sports Complex
Sumner
Sounder Station
YMCA
Calvary Community Church

2024 Budget Summary

Source	Funding	Comments
General Fund	$77,889	(Carryover from 2023)
Pierce County	$79,000	
Fares (Estimate)	$12,000	Average 8.3 roundtrip rides per day
Total:	$168,889	

CITY OF SUMNER WASHINGTON

Staff Recommendation

- Continue pilot project in 2024 for 12 months
- Begin Cross-Town Connection in February 2024
- Continue serving MIC and growing ridership

CITY OF SUMNER WASHINGTON

MASTER SERVICES AGREEMENT

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

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

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

ARTICLE 1
SERVICES; OBLIGATIONS

Section 1.01 Services.

(a) *Services Generally*. On the terms and subject to the conditions set forth in this Agreement, BUSUP shall provide the following services to Customer: development, management and administration of a shuttle program by, among other services, selecting and managing bus operators ("**Services**") to operate a shuttle service for all Participating Employers' riders on the routes and at the times agreed between BUSUP and the Participating Employers, as set forth on any service order substantially in the form of Exhibit A attached hereto ("**Service Order**") attached hereto and incorporated herein as if fully set forth. All Bus operators hired or contracted by BUSUP shall be duly licensed by the State of Washington Utilities and Transportation Commission and shall be required to carry comprehensive insurance coverage naming the City of Sumner as an additional insured. From time to time, Customer and BUSUP may execute an additional Service Order for a new Customer Route. Each Service Order (i) shall be in writing, dated and executed by both Parties, (ii) shall set forth, among other things, a description of the Services to be provided, the time period during which the Services will be provided (the "**Service Term**"), Customer Routes in respect of which such Services are to be provided, the fees for such Services (the "**Service Fees**"), and any other terms applicable thereto and agreed to by the Parties, and (iii) shall be attached hereto, shall refer to this Agreement, will be subject to the terms and conditions contained herein and, unless specifically stated to the contrary, shall be incorporated herein by reference. In the event of a conflict between the terms of a Service Order and this Agreement, the terms of this Agreement shall prevail, unless it is expressly stated in the Service Order that a specific provision supersedes the relevant provision in the body of this Agreement. Upon execution thereof by the Parties, subject to Customer's compliance with the terms of this Agreement, BUSUP will perform the Services specified in each Service Order in accordance with the terms and conditions of this Agreement and of each Service Order.

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

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

the Additional Services, such Additional Services shall become Services for all purposes under this Agreement.

(d) *BUSUP Equipment*. Equipment, systems, assets and software owned and used by BUSUP in connection with the provision of Services hereunder (collectively, the **"BUSUP Equipment**") will remain the property of BUSUP and, except as otherwise provided in this Agreement, will at all times be under the sole direction and control of BUSUP. Nothing in this agreement shall be construed as obligating BUSUP to own or operate any motor vehicle equipment, it being understood that all such equipment shall be provided by passenger carriers engaged by BUSUP.

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

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

Section 1.02 BUSUP Obligations. BUSUP shall:

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

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

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

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

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

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

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

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

Section 1.03 Customer Obligations. Customer shall:

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

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

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

(d) Inform BUSUP of any technical problem in respect of the Services as soon as it becomes aware of it.

(e) Not attempt to modify or reverse engineer the Services, not use the Services to store any data or information that is unlawful nor access or use (or permit a third party to access or use) the Services for purposes of monitoring the availability, performance or functionality of the Services or for any other benchmarking or competitive purposes, nor interfere with or disrupt the Services or attempt to gain access to any related systems or networks to which access is restricted;

(f) Make available Customer's graphic content and advertising platforms for the promotion of the Services by Customer, with prior written authorization and approval of any content by Customer.

ARTICLE 2
COMPENSATION AND PAYMENT

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

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

ARTICLE 3
LIMITATION OF LIABILITY

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

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

In the event that the use of the Services by a Customer Rider results in a claim covered by selected Operators' insurance, BUSUP will make reasonable efforts to assist Customer in submitting such a claim. BUSUP does not guarantee the results of any such claim submitted. Under no circumstances shall BUSUP be liable for any conduct, acts or omissions of any Operator, Provider or Contractor or their agents, employees or subcontractors, but BUSUP shall indemnify City from any and all claims, damages, and liabilities whatsoever arising out of any Operator, Provider or Contractor act or omission through the course of the services provided hereunder as provided in Section 7.17 below.

ARTICLE 4
CONFIDENTIALITY; PRIVACY

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

ARTICLE 5
INSURANCE

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01, with a minimum combined single limit for bodily injury and property damage of $2,000,000 per accident.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as

an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. Insurance shall be written with limits no less than $5,000,000 each occurrence, $2,000,000 general aggregate and $5,000,000 products-completed operations aggregate limit.

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

Section 5.02 BUSUP shall provide Customer with a certificate of insurance from BUSUP's insurer evidencing the insurance coverage specified in this Agreement. BUSUP shall also require any operator that it hires or contracts with to obtain no less than the above insurance limits, in addition to any and all other insurance coverages required by law and shall require the operator to name the City of Sumner as an additional insured on all policies. BUSUP shall provide Customer with 45 days' advance written notice in the event of a cancellation or material change in BUSUP's insurance policy. Nothing contained in this Article 5 shall be construed as obligating BUSUP to procure motor vehicle liability insurance, it being understood that Operators providing passenger transportation services shall be responsible for procuring and ensuring a motor vehicle public liability insurance in the amount of $5,000,000 minimum, but BUSUP shall coordinate with Operators to provide Customer with sufficient proof of automobile insurance coverage.

ARTICLE 6
TERM AND TERMINATION

Section 6.01 Term. Subject to the further provisions of this Article 6 and except as expressly provided with respect to a specific Service in a Service Order attached hereto, the term of this Agreement shall commence on the Effective Date and shall expire on the 180th day thereafter ("Initial Term"). Customer agrees not to terminate this agreement during the first two months of the Initial Term but has the option to terminate thereafter upon the delivery of no less than 45 days' written notice to BUSUP. Termination during the Initial Term shall constitute an Early Termination Notice pursuant to the attached Service Order. Customer shall have the right to terminate this agreement upon the completion of the Initial Term by delivering to BUSUP its written notice to terminate no less than 45 days prior to the expiration of the Initial Term. Absent a written notice of termination during or at the completion of the Initial Term, this agreement shall automatically renew for a subsequent 180-day term (the "Second Term"). Customer has the option to terminate services during the Second Term upon the delivery of no less than 45 days' written notice to BUSUP. Termination during the Second Term shall constitute an Early Termination Notice pursuant to the attached Service Order. Except as outlined in this section, the Initial Term and the Second Term shall be collectively referred to in this agreement as the ("Term"). Upon expiration of the Term, this agreement shall automatically renew for successive one (1) year terms on the same terms and rates as the Second Term, adjusted annually by the Seattle-Bellevue-Everett Consumer Price Index.

Section 6.02 Termination for Breach; Bankruptcy.

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

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

takes any corporate action for such purpose.

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

ARTICLE 7
MISCELLANEOUS

Section 7.01 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including email) and shall be provided:

if to BUSUP*:*

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

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

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

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

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

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

Section 7.05 Force Majeure. Neither Party shall be liable for any loss or damage whatsoever arising out of any delay or failure in the performance of its obligations under this Agreement to the extent such delay or failure results from unpredictable and non-resistible events beyond the control of such Party, including acts of God, pandemics, acts or regulations of any governmental authority, war (declared or not), riots, accident, fire, flood, earthquakes, strikes, industrial disputes, shortages of fuel, communications and power cuts, denial-of-service attacks, traffic congestion imposed by governmental authorities or caused by bad weather, traffic accidents or other reasons not anticipated by the Parties, including the ones deriving from pandemics, epidemics or other legal restrictions resulting from state of siege, state of emergency and calamities, and excluding strikes limited to the Parties, to their suppliers or subcontractors, governmental or administrative rulings resulting from any non-compliance by the relevant Party, their suppliers or subcontractors, of any of their duties or obligations, nor any fires or floods which cause, propagation or proportion is due to the non-compliance by the relevant Party of any security measures.

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

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

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

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

Section 7.10 Third-Party Beneficiaries. Except as expressly provided herein,

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

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

Section 7.12 Certain Definitions.

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

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

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

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

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

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

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

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

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

Section 7.13 Representations and Warranties

BUSUP represents and warrants solely to Customer that:

(i) it is a corporation duly incorporated, validly existing and in good standing;

(ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder;

(iii) it has obtained all permits, licenses and approval from, and has made all material filings with, all governmental agencies and authorities that are necessary or legally required under any applicable law, statute, regulation, code or ruling for BUSUP to provide the Services and to perform this Agreement in accordance with its terms;

(iv) All users of the Services under this Agreement have consented and agreed to BUSUP's Terms of Service as provided by BUSUP.

Section 7.14 Ownership

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

Section 7.15 Exclusivity

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

Section 7.16 Protection of personal data

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

BUSUP shall make available its privacy notice which may be located at the following link https://www.BUSUP.com/usa/en/legal/privacidad.

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

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

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

7.17. Indemnification.

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

[Signature pages follow]

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

BUSUP USA Mobility, Inc. **By:**_____ **(Type or print name): Nuno Sousa Pinto** **Title: VP North America**	**City of Sumner, WA.** **By:**_____ **(Type or print name):** _____ **Title:** _____

[Signature Page to Master Transportation Services Agreement]

EXHIBIT A

FORM OF SERVICE ORDER

(see next page)

SERVICE ORDER (Number: 2)
TO
MASTER SERVICES AGREEMENT (the "**Master Contract**")

Master Contract Identification Number:	TBD
Customer:	City of Sumner, WA.
Start Date:	January 1, 2024
Services:	BUSUP will operate a last-mile shuttle service that connects workers and casual passengers of Sumner based participating employers between their worksite and the Sumner Sounder Station, located at 810 Maple Street, Sumner, WA. The shared shuttle program will be utilized by participating employers and their employees who make reservations using BUSUP's web and mobile platform. BUSUP will manage the daily operations, including responsibility for acquiring a service provider fully licensed and insured to provide transportation services during the full term of this agreement, and ensure consistent operation of the shuttle service along the Customer Route(s). BUSUP will develop and execute an outreach and employer resources plan in collaboration with the Customer, City of Sumner. BUSUP will provide each participating employer with on-site and/or virtual training and orientation. BUSUP will manage rider support via a designated support system. BUSUP will collect fares via the web and mobile platform and will bill monthly participating employers to collect fares for the service. BUSUP will work with City of Sumner to collect and analyze data that enables ongoing optimizations and improvements of the program. BUSUP will support City of Sumner's effort to build a case and proposal to Pierce Transit to reinstate public transportation in the region.
Monthly Service Fee:	$13,750/month x 6 months of service, January to June, 2024. $14,500/month x 6 months of service, July to December, 2024.
Fares:	All regular users and casual passengers shall pay a fare of $3 per trip which shall allow for access to bus routes on a space-available basis only. Space available shall mean unoccupied seats after all the routes' Participating Employers Employees" have boarded. Casual passengers/citizens shall use one or more payment applications designated by BUSUP that permits a cashless transaction.
Vehicle Custom Wrap:	The vehicle is already wrapped.
Wifi:	No Wifi has been requested.
Customer Accounts Payable Contact:	TBD
Approved Riders:	City of Sumner approved riders are only those employees (temporary or permanent) or paid workers of Participating Employers located within Sumner's city limits. And also approve riders who are not employed by Participating Employers located with the City of Sumner city limits.
Shuttle Route:	**MIC Commuter Connector:** Sumner Station > Truss Co > Damco/Maersk > National Oak > Amazon > REI > Dillanos **Cross-town Commuter Connector:** Following the December 11th budget amendment and contract approval meeting, BUSUP agrees to collaborate with the City of Sumner to develop an additional shuttle route and schedule to expand service to community

	sites, offering a cross-town connection for residents to the Sound Transit station, while preserving existing service to the MIC. New schedule/route updates will be planned for a February 2024 implementation.
Shuttle Schedule:	Monday-Friday (5 days a week) **MIC Commuter Connector:** The vehicle will loop continuously from 5:00am to 830am in the morning (AM). The vehicle loop continuously from 3:30pm to 6:30 in the afternoon (PM). Each loop (round trip) takes roughly 30 minutes which means each 3-hour shift can operate 6 loops. Some of these loops, which are not currently utilized by existing sharing companies, will be utilized for service to community members (discussed below). **Cross-town Commuter Connector:** Following the December 11th budget amendment and contract approval meeting, BUSUP agrees to collaborate with the City of Sumner to revise the existing schedule to expand service to community sites, offering a cross-town connection for residents to the Sound Transit station, while preserving existing service to the MIC for active users and potential new users. New service schedules will be developed with City leadership and community member input to ensure service fits the needs of all, for February 2024 implementation.
Service Route Capacity:	84 total passengers per AM/PM shift (14 passengers x 6 loops).
Vehicles:	(1) 14-passenger vehicle.
Customer Need for Wheelchair Accessibility Vehicles:	WAV can be provided with a 2-week advanced notice.
Mobile App:	BUSUP reservation platform and mobile app are included with this service.
Service Term and Termination:	12-month term (1 year of service). City of Sumner will have the option to renew. The Customer may terminate service prior to the conclusion of the 1-year term by providing 45-days prior written notice of termination to BUSUP ("Early Termination Notice") and paying BUSUP concurrently with the delivery of an amount in cash equal to 75% of the remaining monthly service fees as of the date of the Early Termination Notice by written notice as outlined in Article 6 of the Master Services Agreement.

Holidays:	BUSUP will not provide service on the following dates in 2024: 1. New Year's Day 2. Memorial Day 3. Independence Day 4. Labor Day 5. Thanksgiving and Day After Thanksgiving 6. December 24-25 7. New Year's Eve
Service Order Modification:	Modifications to Routes, Vehicles, or Shuttle Schedules can be requested but take a minimum of two (2) weeks to process and are subject to approval by BUSUP. Each participating employer that is onboarded and participates in the shared shuttle program will either be immediately or closely served by a shuttle stop along the Customer Route, but in no event more than ¼ mile from the participating employer.
Master Contract:	This Service Order is governed by the terms and conditions of the Master Services Agreement.

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

CITY COUNCIL MEETING
DATE: December 11, 2023
AGENDA BILL: 23-3860

SUBJECT: Ordinance No. 2877- 2024 Compensation Schedule **CATEGORY:** Ordinance

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Ordinance No. 2877- 2024 Compensation Schedule

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
The City is required to pass an annual compensation schedule. This ordinance establishes the 2024 salaries for the City's non-represented employees at a rate equal to the annual June CPI inflationary factor. Also included are the previous collectively bargained salaries for the International Brotherhood of Teamsters Local 313. The wages included in Exhibit A of the attached ordinance are all within current budgeted labor projections.

The staff continues to actively negotiate contracts with our other labor unions. Positions represented by those groups are included at their 2023 rates. Once labor agreements have been approved, we will return to the Council with a Compensation Schedule Amendment.

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

STAFF RECOMMENDATIONS/MOTION:
Pass Ordinance No. 2877 establishing the 2024 Compensation Schedule.

ORDINANCE NO. 2877
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADOPTING THE 2024 COMPENSATION SCHEDULE FOR NON-REPRESENTED EMPLOYEES AND EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 313.

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

WHEREAS, the City has established a 2024 Compensation Schedule for the non-represented employees; and

WHEREAS, the compensation schedule for represented employees will be in accordance with previously approved Collective Bargaining Agreements with the International Brotherhood of Teamsters Local No. 313; and

WHEREAS, the dollar amounts in Exhibit A for employees includes Cost of Living Adjustments (COLAs) for 2024.

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

Section 1. Adoption. The City of Sumner 2024 Compensation Schedule for non-represented employees and represented employees represented by the International Brotherhood of Teamsters Local No. 313 attached hereto as Exhibit A, covering the period from January 1, 2024 through December 31, 2024, is hereby adopted.

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

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

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 11th day of December, 2023.

_____
Mayor Kathy Hayden

ATTEST:

_____
City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

_____
City Attorney Andrea Marquez

First Reading: ***December 11, 2023***
Date Adopted:
Date of Publication:
Effective Date:

2024 COMPENSATION TABLE

Effective 01/01/2024

PART-TIME, TEMPORARY, NON-REPRESENTED, NON-EXEMPT					
CLASSIFICATION	TYPICAL POSITION TITLES	BAND	STEP	HOURLY RATE	PERIOD PAY
SEASONAL	Laborer	SEA1	1	$ 20.00	
			2	$ 22.00	
			3	$ 24.00	
			4	$ 26.00	
			5	$ 28.00	
	Intern	SEA2	1	$ 25.00	
			2	$ 30.00	
			3	$ 35.00	
			4	$ 40.00	
			5	$ 45.00	
TEMPORARY	Temporary Administrative	TMP1	1	$ 25.00	
			2	$ 30.00	
			3	$ 35.00	
			4	$ 40.00	
			5	$ 45.00	
	Temporary Professional	TMP2	1	$ 55.00	
			2	$ 60.00	
			3	$ 65.00	
			4	$ 70.00	
			5	$ 75.00	
PART-TIME HOURLY	Animal Care Technician	HR1	1	$ 16.00	
			2	$ 18.00	
			3	$ 20.00	
			4	$ 22.00	
			5	$ 24.00	
	Pollution Prevention Specialist	HR2	1	$ 32.00	
			3	$ 34.00	
			5	$ 36.00	
NON-REPRESENTED, NON-EXEMPT					
CLASSIFICATION	TYPICAL POSITION TITLES	BAND	STEP	HOURLY RATE	PERIOD PAY
LABOR	Custodial Technician	21	1	$ 24.49	$ 1,959.20
			2	$ 25.89	$ 2,071.20
			3	$ 27.38	$ 2,190.40
			4	$ 28.95	$ 2,316.00
			5	$ 30.61	$ 2,448.80
PROFESSIONAL	Technician, Administrative Assistant, Specialist, Assistant Planner	31	1	$ 30.35	$ 2,428.00
			2	$ 32.09	$ 2,567.20
			3	$ 33.92	$ 2,713.60
			4	$ 35.86	$ 2,868.80
			5	$ 37.92	$ 3,033.60
		32	1	$ 31.41	$ 2,512.80
			2	$ 33.21	$ 2,656.80
			3	$ 35.12	$ 2,809.60
			4	$ 37.12	$ 2,969.60
			5	$ 39.26	$ 3,140.80
		33	1	$ 33.00	$ 2,640.00
			2	$ 34.90	$ 2,792.00
			3	$ 36.90	$ 2,952.00
			4	$ 39.01	$ 3,120.80
			5	$ 41.25	$ 3,300.00

TECHNICAL	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	41	1	$ 36.20	$ 2,896.00
			2	$ 38.28	$ 3,062.40
			3	$ 40.47	$ 3,237.60
			4	$ 42.79	$ 3,423.20
			5	$ 45.24	$ 3,619.20
		42	1	$ 37.26	$ 2,980.80
			2	$ 39.40	$ 3,152.00
			3	$ 41.66	$ 3,332.80
			4	$ 44.05	$ 3,524.00
			5	$ 46.57	$ 3,725.60
		43	1	$ 40.46	$ 3,236.80
			2	$ 42.78	$ 3,422.40
			3	$ 45.23	$ 3,618.40
			4	$ 47.82	$ 3,825.60
			5	$ 50.56	$ 4,044.80
		44	1	$ 42.59	$ 3,407.20
			2	$ 45.03	$ 3,602.40
			3	$ 47.61	$ 3,808.80
			4	$ 50.34	$ 4,027.20
			5	$ 53.23	$ 4,258.40
NON-REPRESENTED, EXEMPT					
CLASSIFICATION	TYPICAL POSITION TITLES	BAND	STEP	HOURLY RATE	PERIOD PAY
OPERATIONS MANAGERS	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager	61	1		$ 3,577.81
			2		$ 3,782.50
			3		$ 3,999.27
			4		$ 4,228.58
			5		$ 4,470.92
		62	1		$ 3,662.77
			2		$ 3,872.77
			3		$ 4,094.38
			4		$ 4,329.00
			5		$ 4,577.15
		63	1		$ 3,918.65
			2		$ 4,143.12
			3		$ 4,380.15
			4		$ 4,631.19
			5		$ 4,896.73
		64	1		$ 4,259.00
			2		$ 4,502.81
			3		$ 4,760.58
			4		$ 5,033.85
			5		$ 5,322.04
		65	1		$ 4,407.69
			2		$ 4,660.65
			3		$ 4,927.62
			4		$ 5,210.04
			5		$ 5,508.38
DEPUTY DIRECTOR	Deputy Police Chief, Chief Financial Officer, Deputy City Attorney, City Engineer	71	1		$ 5,089.35
			2		$ 5,380.96
			3		$ 5,689.42
			4		$ 6,015.31
			5		$ 6,360.00
		72	1		$ 5,493.92
			2		$ 5,808.69
			3		$ 6,141.31
			4		$ 6,493.23
			5		$ 6,865.46
		73	1		$ 6,005.15
			2		$ 6,348.88
			3		$ 6,712.92
			4		$ 7,097.69
			5		$ 7,504.15
DEPARTMENT DIRECTOR	Judge (Part Time), Department Director, City Attorney, Police Chief	80	5		$ 7,929.96
		81	5		$ 7,929.96
		82	5		$ 8,142.88
EXECUTIVE	City Administrator	91	5		$ 8,621.77

REPRESENTED, NON-EXEMPT					
CLASSIFICATION	TYPICAL POSITION TITLES	BAND	STEP	HOURLY RATE	PERIOD PAY
Union - IUOE	*Operator in Training*	*OE1*	*1*	*$ 29.39*	*$ 2,351.54*
			2	*$ 31.08*	*$ 2,486.30*
			3	*$ 32.75*	*$ 2,619.70*
	Operator	*OE2*	*1*	*$ 35.18*	*$ 2,814.46*
			2	*$ 37.19*	*$ 2,975.54*
			3	*$ 39.33*	*$ 3,146.30*
			5	*$ 41.58*	*$ 3,326.77*
	Engineering Technician	*OE3*	*1*	*$ 36.36*	*$ 2,908.62*
			2	*$ 38.40*	*$ 3,072.35*
			3	*$ 40.64*	*$ 3,251.54*
			5	*$ 42.97*	*$ 3,437.54*
	Journey Operator	*OE4*	*1*	*$ 37.32*	*$ 2,985.70*
			2	*$ 39.46*	*$ 3,156.92*
			3	*$ 41.72*	*$ 3,337.85*
			5	*$ 44.11*	*$ 3,528.80*
	Lab Technician	*OE5*	*1*	*$ 38.37*	*$ 3,069.70*
			2	*$ 40.57*	*$ 3,245.54*
			3	*$ 42.89*	*$ 3,431.54*
			5	*$ 45.35*	*$ 3,628.15*
	Senior Operator 3	*OE6*	*1*	*$ 40.65*	*$ 3,252.00*
			2	*$ 42.98*	*$ 3,438.46*
			3	*$ 45.44*	*$ 3,635.54*
			5	*$ 48.05*	*$ 3,843.70*
	Lab Analyst *Senior Engineering Technician* *Pretreatment Coordinator*	*OE7*	*1*	*$ 42.63*	*$ 3,410.77*
			2	*$ 45.08*	*$ 3,606.00*
			3	*$ 47.66*	*$ 3,812.77*
			5	*$ 50.39*	*$ 4,031.08*
	Electrician/Instrumentation Technician *Senior Operator 4*	*OE8*	*1*	*$ 44.23*	*$ 3,538.15*
			2	*$ 46.76*	*$ 3,740.77*
			3	*$ 49.44*	*$ 3,955.38*
			5	*$ 52.28*	*$ 4,182.00*
	Chief Operator	*OE9*	*1*	*$ 47.52*	*$ 3,801.23*
			2	*$ 50.23*	*$ 4,018.62*
			3	*$ 53.11*	*$ 4,248.92*
			5	*$ 56.16*	*$ 4,492.62*
Union - Teamsters	PW Operator 1 Groundskeeper 1 Mechanic 1	TM1	1	$ 32.49	$ 2,599.20
			3	$ 33.67	$ 2,693.60
			5	$ 34.68	$ 2,774.40
	PW Operator 2 Groundskeeper 2	TM2	1	$ 38.42	$ 3,073.60
			5	$ 42.18	$ 3,374.40
	Mechanic 2 Facilities Maint Tech 2	TM3	1	$ 39.04	$ 3,123.20
			5	$ 43.38	$ 3,470.40
	PW Shops Senior Operator	TM4	5	$ 43.38	$ 3,470.40
	Field Supervisors	TM5	1	$ 46.24	$ 3,699.20
			5	$ 50.30	$ 4,024.00
Union - Police Commissioned	*Police Officer*	*PC1*	*1*	*$ 39.06*	*$ 3,125.08*
			2	*$ 41.01*	*$ 3,280.62*
			3	*$ 43.07*	*$ 3,445.85*
			4	*$ 45.26*	*$ 3,620.77*
			5	*$ 47.52*	*$ 3,801.70*
			6	*$ 49.98*	*$ 3,998.77*
	Police Officer Detective	*PC2*	*6*	*$ 52.48*	*$ 4,198.62*
	Police Officer Sergeant	*PC3*	*6*	*$ 59.48*	*$ 4,758.46*
	Animal Control Shelter Assistant	*PS1*	*1*	*$ 23.11*	*$ 1,848.46*
			2	*$ 24.43*	*$ 1,954.62*
			3	*$ 25.83*	*$ 2,066.30*
			4	*$ 27.32*	*$ 2,185.85*
			5	*$ 28.89*	*$ 2,310.92*
	Police Records Specialist I	*PS2*	*1*	*$ 27.69*	*$ 2,215.38*
			2	*$ 29.24*	*$ 2,339.08*
			3	*$ 30.87*	*$ 2,469.23*
			4	*$ 30.92*	*$ 2,473.85*

Union - Police Support			*5*	*$ 34.45*	*$ 2,755.85*
	Police Records Coordinator	*PS3*	*1*	*$ 32.88*	*$ 2,630.77*
			2	*$ 34.15*	*$ 2,731.85*
			3	*$ 35.46*	*$ 2,836.62*
			4	*$ 36.83*	*$ 2,946.00*
			5	*$ 38.24*	*$ 3,059.08*
	Community Service Officer	*PS4*	*1*	*$ 32.54*	*$ 2,603.08*
			2	*$ 34.21*	*$ 2,736.92*
			3	*$ 35.95*	*$ 2,876.30*
			4	*$ 37.82*	*$ 3,025.85*
			5	*$ 39.83*	*$ 3,186.00*
	Animal Control Officer	*PS5*	*1*	*$ 31.40*	*$ 2,511.70*
			2	*$ 33.00*	*$ 2,640.00*
			3	*$ 34.70*	*$ 2,776.15*
			4	*$ 36.49*	*$ 2,919.23*
			5	*$ 38.41*	*$ 3,072.46*
	Animal Control Supervisor	*PS6*	*5*	*$ 44.94*	*$ 3,595.38*

** Grey/Italicized are 2023 rates and are still in active negotiations.