



CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
July 1, 2024 6:00 PM

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

<https://sumnerwa-gov.zoom.us/j/84368654161>

Telephone: +1 253 215 8782 ; 1 253 205 0468 US

Webinar ID: 843 6865 4161

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Brown, Clerget, Cole, Elfers and Reinke

PRESENTATION

1. Employee Recognition

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. Resolution No. 1691 - Interlocal Agreement for Multi-Agency Specialty Teams
2. Approval of checks and electronic payments in the amount of \$1,636,162.46
3. Approval of the meeting minutes from the June 17, 2024, regular council meeting and the 24th of June, 2024, study session

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the day of the meeting. Any written comments received will be provided to the City Council and attached to the meeting minutes. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**
 - a. Ordinance No. 2891 - Amending Sumner Municipal Cde 3.22 - Affordable Housing Sales and Use Tax Code
 - b. Ordinance No. 2889 - Amending Sumner Municipal Code 2.100 Personnel Policies

c. Ordinance No. 2890 - 2023/2024 Budget Amendment

4. Reports

a. Council

b. City Administrator

c. Mayor

5. **Executive Session** - To discuss with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i), (i) and (ii).

6. Adjournment

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

SUBJECT: Resolution No. 1691 - Interlocal Agreement for Multi-Agency Specialty Teams

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1691 - Interlocal Agreement for Multi-Agency Specialty Teams

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

This interlocal agreement for specialty teams updates an existing agreement that has been in place since 2017. This interlocal agreement allows the signatory cities to form specialty teams for mutual aid and the sharing of resources, personnel expertise, and liability.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety
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MEETING/STUDY SESSION DATE: 6/12/2024

COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:

Adopt Resolution No. 1691 authorizing the Mayor to enter into the Interlocal Agreement.

**RESOLUTION NO. 1691
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL
COOPERATION AGREEMENT WITH VARIOUS MUNICIPALITIES IN PIERCE
COUNTY FOR MULTI-JURISDICTIONAL SPECIALTY TEAMS.**

WHEREAS, the City of Sumner is currently a party to an Interlocal Cooperation Agreement For Multi-Jurisdictional Specialty Teams In Pierce County that commenced in 2017; and

WHEREAS, the City of Sumner along with the cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, and the Town of Steilacoom desire to replace said prior agreement by entering into a new updated agreement; and

WHEREAS, it is advantageous for the City of Sumner to enter into an interlocal agreement with the above municipalities to provide mutual aid and support for multi-jurisdictional specialty teams to effectively share resources and capabilities to protect life, property, and preserve the peace; and

WHEREAS, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 RCW.

WHEREAS, the Sumner City Council Public Safety Committee has recommended approving this resolution during their committee meeting on June 12, 2024.

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

Section 1. The Mayor is hereby authorized to enter into the Interlocal Cooperation Agreement For Multi-jurisdictional Specialty Teams In Pierce County with the cooperating municipalities substantially in a form approved by the City Attorney.

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

APPROVED AND ADOPTED this 1st day of July 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

INTERLOCAL COOPERATION AGREEMENT FOR MULTI-JURISDICTIONAL SPECIALTY TEAMS IN PIERCE COUNTY

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Town of Steilacoom, (the “Parties”). Through this agreement, said parties agree to provide mutual aid and support for multi-jurisdictional specialty teams as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property; and

WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, the Parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005, amended in 2017, and it is intended that this agreement will supersede and replace said prior agreement; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid and the formation of multi-jurisdictional specialty teams;

NOW, THEREFORE, the Parties agree as follows:

1. **DEFINITIONS**

The following terms shall have the following meanings, unless the context indicates otherwise:

(a) **Assisting Agency**

Any or all other police agencies contacted for mutual aid by the primarily responsible agency.

(b) **Crime Response Unit**

Specialty team comprised of individual officers of the Signatory Agencies

organized to provide quality investigative assistance for major incidents.

(c) **Major Law Enforcement Operation**

The existence of an actual or suspected emergency situation which requires extraordinary and/or specialty expertise, or a major crime incident which demands specialty expertise, or where additional resources are needed for effective resolution.

(d) **Major Law Enforcement Operation Services**

Services provided by a Signatory Agency or Specialty Team to a Primarily Responsible Agency.

(e) **Primarily Responsible Agency**

The law enforcement agency within whose local geographical jurisdiction a Major Law Enforcement Operation first occurs.

(f) **Signatory Agency or Cities**

Cities and Towns that are a signing party to this Interlocal Agreement.

(g) **Civil Disturbance Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to incidents involving riots or civil unrest within the Signatory Agencies jurisdiction.

(h) **Metro Cities Major Collision Response Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to and investigate serious injury, fatality, or officer involved collisions occurring within or involving a Signatory Agency.

(i) **Participating Cities**

A Signatory Agency that has employee(s) assigned to or working on behalf of either the Crime Response Unit, Civil Disturbance Team and or the Major Collision Response Team.

2. **PRIOR AGREEMENTS.** The parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005 and amended in 2017. It is intended that this agreement will supersede and replace said prior agreement in its entirety.

3. **MULTI-JURISDICTIONAL SPECIALTY TEAMS.**

To provide improved law enforcement services and further the cooperation contemplated by this agreement, Multi-Jurisdictional Specialty Teams shall be created and maintained in accordance with this agreement. Current specialty teams consist of: Crime Response Unit; Civil Disturbance Team; and Major Collision Response Team. Other multi-jurisdictional teams may be created to meet the future needs of the Signatory Agencies by majority vote of the oversight board.

4. **OVERSIGHT AND GOVERNANCE OF SPECIALTY TEAMS.**

The management and affairs of the multi-jurisdictional special teams operating under this agreement shall be governed by an oversight board composed of the police chief, or his/her designee, from each of the participating cities. Each member of the oversight board shall have an equal vote and voice regarding board decisions. All decisions shall be made by majority vote of board members or their designees appearing at the meeting in which the decision is made.

The oversight board may, at its discretion, adopt policies, regulations, and operational procedures applicable to the specialty team's operations and structure consistent with best practices. In addition, the oversight board may adopt standards for individual officer's qualifications and training requirements for selection and participation on any specialty team.

5. **TRAINING, EQUIPMENT, & COSTS**

The intent of this agreement is for each agency to share resources to promote the most effective and efficient delivery of law enforcement services for Signatory Agencies. The oversight board may adopt a budget for a specialty team as necessary at the board's discretion. All liability for salaries, wages, or other compensation and/or benefits for officers or employees performing under this agreement shall be that of the employing participating city.

Costs associated with specialized training of members participating on specialty teams may be allocated among participating cities in the ratio of the number of individual officers participating from each agency unless it is determined by the oversight board to be more equitably allocated on a different basis.

Equipment purchased by a signatory agency and loaned for the specific benefit and use by a specialty team shall retain ownership and has the right to determine duration and use.

Specific funding agreements may be structured between participating cities and/or signatory agencies for the purchase of specialty equipment at direction of the oversight board. In addition, participating cities or signatory agencies may pursue

grants for the procurement of equipment that the oversight board deems helpful or necessary to support specialty teams or in furtherance of this agreement.

6. **REQUESTS FOR ASSISTANCE.** In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate for the primarily responsible agency to safely control the situation, or there is a need for a specialized team, a request for mutual aid under this agreement will be made by the Chief or designee of the primarily responsible agency directly to any Signatory Agency or designated specialty team leader. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.
7. **OPERATIONAL COMMAND.** In the event of mobilization under this agreement, the Primarily Responsible Agency shall take charge of the operation, unless the Primarily Responsible Agency specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the Primarily Responsible Agency unless that responsibility is delegated to a different law enforcement agency or specialty team leader/commander.
8. **AUTHORIZED STAFF.** The parties to this agreement shall provide the names and phone numbers of staff who have the authority to commit staffing, resources, and/or equipment to any Major Law Enforcement Operation.
9. **PRESS RELEASES.** Signatory agencies to this agreement will coordinate any press releases relating to mutual aid activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.
10. **ARREST POLICIES.** Arrest policies will be determined by mutual agreement of the Primarily Responsible Agency and assisting agencies or specialty teams providing Major Law Enforcement Operation Services consistent with State and Federal Guidelines.
11. **PRISONER TRANSPORTATION.** Transportation of prisoners will be coordinated by the supervising officer in charge of the incident.
12. **SUPPLY REPLACEMENT.** The Primarily Responsible Agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from an Assisting Agency if requested. Each agency shall be responsible for any repairs and/or damage done to their own vehicles or equipment as a result of participation in a

Major Law Enforcement Operation.

13. **EQUAL SHARING OF LIABILITY.** The Signatory Agency agree that liability for the negligent or tortious actions of the Multi-Jurisdictional Specialty Teams or any police officer or employee working for or on behalf of the Multi-Jurisdictional Specialty Teams be on an equal share basis between the Signatory Agency. This general agreement on liability sharing is subject to the following terms and conditions set for the below.

14. **HOLD HARMLESS.** Each Signatory Agency agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its employees or each other as related to any Signatory Agency activity. Such liability shall be apportioned among the cities equally on an equal shares basis subject to any limitation set forth below.

15. **DEFENSE OF LAWSUITS.** Each Signatory Agency shall be responsible for selecting and retaining legal counsel for itself and for any employee of said city who is named in a lawsuit alleging liability arising out of Multi-Jurisdictional Specialty Teams operations. Each city who retains counsel for itself and/or its employees shall be responsible for paying the attorney's fees incurred by that counsel. The cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

16. **NOTICE OF CLAIMS AND LAWSUITS AND SETTLEMENTS.** In the event that a lawsuit is brought against a Signatory Agency city or employee for actions arising out of their conduct in support of the Multi-Jurisdictional Specialty Teams operations, it shall be the duty of each said city to notify the other cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single city shall require equal shares contribution by any city unless it was done with the knowledge and specific consent of the other participating cities. Any settlement made by any individual city or member which does not have the consent of the other participating cities to this agreement will not require any sharing of payment of said settlement on behalf of the non-consenting cities.

17. **SETTLEMENT PROCEDURE.** Any city or Signatory Agency member who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating cities to this agreement shall have the burden of notifying each other participating city of all settlement demands made to that city and any claims and/or lawsuits naming that city and/or its employees for what may be a joint liability. Furthermore, if the other Signatory Agency city is not named as a party to the actions, it shall be the burden of the city named in the lawsuit to keep the other participating cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all Cities to this agreement before any equal share obligations for payment by all participating members becomes effective.

No city shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this agreement and on behalf of their respective employees and officers. It is the intent of this agreement that the cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties to this agreement agree with the settlement costs or, in the alternative, that all parties to this agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating members to this agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

The cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that city and/or its employees and, if such separate settlement is reached, that city would have no responsibility to pay any proportionate amount of any judgment rendered against the cities and/or their employees that did not settle. A city making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any city making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said city had reached separately with the claimant and/or plaintiff.

18. **COOPERATION IN DEFENSE OF LAWSUITS.** The Signatory Agency city's and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the Multi-Jurisdictional Specialty Teams and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

19. **PAYMENT OF JUDGMENTS.** Unless there is an exception as provided in paragraph 13, it is the intention of the Signatory Agencies to jointly pay any judgment on a pro-rata equal basis for any judgment against any employee or city for negligence or tortious action arising out of their conduct in the course of their employment or duties as Multi-Jurisdictional Specialty Teams members or in support of such Multi-Jurisdictional Specialty Teams operations; regardless of what percentage of liability may be attributed to that member city or its employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the parties to add up the total combined judgment against any Signatory Agency or officer for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into 12 shares and each city would then pay 1/12 of the total combined judgment to satisfy the judgment. Any city which refused to pay its proportionate 1/12 share would then be liable to the cities who paid that member's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying member.

NOTHING HEREIN SHALL REQUIRE, OR BE INTERPRETED TO:

Waive any defense arising out of RCW Title 51.

Limit or restrict the ability of any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

Cover or apportion or require proportionate payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or city municipal corporation. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

20. **PRE-EXISTING CLAIMS OR LAWSUITS.** For purposes of claims or lawsuits which predate this agreement or the occurrence which gave rise to said claim or lawsuit predates this agreement, it is the intention of the parties that those claims, and lawsuits be handled, processed and paid as though the terms of this agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.

21. **INSURANCE COVERAGE.** Each party shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each party shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000.) per occurrence, However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

22. **INJURY BENEFITS.** Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

23. **AUTOMATIC COMMISSION.** Full time commissioned officers who are responding to any request for assistance under this agreement shall be automatically commissioned by virtue of this agreement, pursuant to RCW 10.93.070 (1), through the commissioning authority of the Primarily Responsible Agency, and therefore shall be empowered to exercise the same police authority during the entirety of their response to

the Major Law Enforcement Operation as though they were full-time commissioned officers of the Primarily Responsible Agency. This provision shall apply whether the request for assistance is based upon a formal request between department heads, a request through commanders or supervisors, or when the officers of one jurisdiction cross jurisdictional boundaries to aid or assist the officers of another Signatory Agency.

24. **TERM OF AGREEMENT/WITHDRAWAL FROM AGREEMENT.** The term of this agreement shall be of indefinite duration. Any Signatory Agency may withdraw from this agreement when a period of thirty (30) days has elapsed after notification is made by letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other Signatory Agencies. The oversight board can at their discretion by majority vote accept further participants to this agreement after the execution of this agreement.

25. **CONTRACT ADMINISTRATION.** The parties do not by this agreement intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The chiefs of police from the Signatory Agencies shall be responsible for administering the terms of this agreement.

26. **MODIFICATION AND SEVERABILITY.** The parties may amend, modify, or supplement this Agreement only by written agreement of all the parties. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

27. **EXTENT OF AGREEMENT.** This agreement contains the complete understanding of the parties regarding the subject matter of this agreement.

28. **AUTHORIZATION.** By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

CITY OF BONNEY LAKE

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF DUPONT

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIRCREST

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF LAKEWOOD

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF BUCKLEY

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIFE

By: _____
Mayor date

City Manager date

Chief of Police date

CITY OF GIG HARBOR

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF ORTING

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF PUYALLUP

By: _____
Mayor date

City Manager date

Chief of Police date

TOWN OF STEILACOOM

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF SUMNER

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF MILTON

By: _____
Mayor date

City Administrator date

Chief of Police date

SUBJECT: Approval of checks and electronic payments in the amount of \$1,636,162.46

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signature Page

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Payments from the previous check run.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 33934	To: 34031	\$932,526.37
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$634.18
Voided Check(s)	-	-	\$0.00
Voided EFT(s)	-	-	-
Voided Wire(s)	-	-	-
AP Electronic (EFTs) Payments:	From: 771	To: 785	\$14,908.69
AP Wire(s):	From: -	To: -	\$0.00
Payroll & Benefits Electronic Payments	From: 5/31/2024	To: 6/13/2024	\$672,433.22
Payroll & Benefits Checks	From: 10041	To: 10041	15,660.00
		TOTAL	\$1,636,162.46

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

Kassandra Raymond

Chief Financial Officer

6/24/2024 | 12:03 PM PDT

Date

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

\$1,636,162.46

DocuSigned by:
Patricia Cole

1538645FA684BF...
Carla Bowman

Committee Member
Barbara Bitetto

Committee Member

6/18/2024 | 2:39 PM PDT

Date
6/24/2024 | 2:06 PM PDT

Date
6/19/2024 | 2:45 PM PDT

Date



SUBJECT: Approval of the meeting minutes from the June 17, 2024, regular council meeting and the 24th of June, 2024, study session

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - Regular Meeting
2. Minutes - Study Session

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Approval of the previous meeting minutes.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as part of the consent agenda.



Staff present: Marquez, Windish, Johnstone, Kosa, Moericke, Palmer, Steffens and Converse

CALL TO ORDER

Mayor Hayden called the meeting to order at 6pm.

Pledge of Allegiance

Invocation by Pastor Barnes

Roll Call: Bitetto, Bowman, Brown, Clerget, Cole, Elfers and Reinke

COUNCILMEMBER ELFERS WAS ABSENT, MOVED BY BOWMAN SECONDED BY CLERGET TO EXCUSE HIM FROM THE MEETING. PASSED BY VOICE VOTE.

CONSENT AGENDA

MOVED BY COLE, SECONDED BY BOWMAN TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Fryar Ave Trail – Consultant Contract Award
2. Elm Street Sidewalks – Construction Contract Award
3. Cemetery Maintenance Facility – PSE Easement
4. Resolution No. 1689 – 2024-29 Comprehensive Emergency Management Plan Adoption
5. Approval of checks and electronic payments in the amount of \$5,804,414.87
6. Approval of the minutes from the June 3, 2024, regular council meeting, and the June 10, 2024, special meeting and study session
7. 2024 Sidewalk Repairs Program: Construction Contract Award

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment**
Randall Adams, 63rd Street Court East. Spoke about the Ryan House.
Nick Biermann, Parker Road. Spoke about communication.

3. **New Business**

a. **Biosolids Dryer Procurement – Contract Award**

MOVED BY CLERGET SECONDED BY REINKE TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY CONTRACT DOCUMENTS WITH KOMLINE-SANDERSON CORPORATION, IN AN AMOUNT NOT-TO-EXCEED \$4,905,600.00 FOR THE BIOSOLIDS EQUIPMENT MODERNIZATION PROJECT (CIP21-17), SUBSTANTIALLY IN A FORM APPROVED BY THE CITY ATTORNEY.

Ryan Johnstone addressed the Council.

Discussion ensued.

Tina Barnett asked some clarifying questions of Mr. Johnstone.

PASSED BY ROLE CALL VOTE.

b. **Ordinance No. 2886 (Substitute) – Amending Sumner Municipal Code Chapter 2.100 Personnel Policies**

MOVED BY BITETTO SECONDED BY BOWMAN ADOPT SUBSTITUTE ORDINANCE NO. 2886 – AMENDING SUMNER MUNICIPAL CODE CHAPTER 2.100 PERSONNEL POLICIES.

Administrative Services Director Jeff Steffens spoke to the topic.

Discussion ensued.

PASSED BY ROLE CALL VOTE.

4. **Reports**

a. **Council**

Councilmember Bitetto congratulated all the seniors who are graduating tonight (and their families) on this important milestone. She reminded everyone that Rhubarb Days is this weekend, June 22 & 23rd. She hopes to see a lot of people in attendance.

Councilmember Reinke attended the open house for the Bright Lights facility very informative. Echo congratulations to all the graduates. Seeing banners and signs around the City helped put some things in perspective as he realized some milestones in his life.

Councilmember Brown had no reports.

Deputy Mayor Cole shared that she is looking forward to attending the Association of Washington Cities Conference along with Mayor Hayden. She is looking forward to some great sessions. She ended her comments by congratulating the graduates.

Councilmember Bowman wished Mayor Hayden and Deputy Mayor Cole a safe trip. She is also

looking forward to and will be attending Rhubarb Days this weekend.

Councilmember Clerget simply replied, “Ditto”.

b. Mayor

Mayor Hayden also congratulated the graduates from both Sumner High School and Elhi Hill. Please celebrate safely. Rhubarb Days is this Saturday from 10-5pm and Sunday from 10-4pm. The weather report looks beautiful! So we’ll see you downtown this weekend!

c. City Administrator

Administrative Services Director Jeff Steffens gave the City Administrator report consisting of:
Upcoming Policy Issues:

- June 24th – Study Session
 - Washington Street Roadway Condition
- July 1st – Regular Council Meeting
 - Interlocal Agreement (ILA) for Police Specialty Teams
 - Rivergrove Pedestrian Bridge - Consultant Supplement for Design
 - Interlocal Agreement (ILA) for Preparing the Commute Trip Reduction (CTR) Plan
 - Ordinance – 2nd quarter Budget Amendment
 - Ordinance – Amendments to Affordable Housing Sales and Use Tax code (SMC 3.22)
 - Ordinance – Personnel Policies regarding Leave Programs

5. **Executive Session**

There was none tonight.

6. **Adjournment**

With no additional business before the Council, Mayor Hayden adjourned the meeting at 6:26pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk



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

Staff present: Wilson, Kosa, Beagle, Johnstone, Steffens and Singh

Mayor Hayden called to order the Study Session, at 6:00pm.

CALL TO ORDER

Roll Call: Bitetto, Bowman, Brown, Clerget, Cole, Elfers and Reinke

STUDY SESSION BUSINESS

1. Washington Street Repaving and Utilities, Wood to McMillan
(PW Deputy Director Operations Ryan Johnstone and Gurismran Singh, Engineering Specialist)

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 6:38pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Ordinance No. 2891 - Amending Sumner Municipal Cde 3.22 - Affordable Housing Sales and Use Tax Code

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2891 - Amending Affordable Housing Sales and Use Tax Code (SMC 3.22)

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

Ordinance No. 2891 would amend the Affordable Housing Sales and Use Tax code (SMC 3.22) that was adopted by the City Council in 2020 consistent with state law (HB 1406) which authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, or, if eligible, for providing rental assistance to tenants.

The City Council adopted Ordinance No. 2741 on July 20, 2020, to authorize the maximum capacity of the sales and use tax for affordable and supportive housing in accordance with HB 1406. In 2024, Senate Bill 6173 (SB 6173) created additional flexibility for the usage of the tax to serve households whose income is at or below eighty (80) percent of the County median income if the funding is supporting the development of affordable housing intended for owner occupancy as defined in RCW 84.14.010. Ordinance No. 2891 would allow for this change to (80) percent of the County median income and be consistent with our partners in the South Sound Housing Affordability Partnership (SSHA³P) and provide greater flexibility for administering these funds.

On June 13, 2024, the City Council Finance Committee recommended that the ordinance be amended such that funding for affordable housing for households at or below 60% median income would be for leased housing units. This change is highlighted in the ordinance.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee MEETING/STUDY SESSION DATE: 6/13/2024 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

Move to adopt Ordinance No. 2891 amending the Affordable Housing Sales and Use Tax code to be consistent with recent changes in state law.

ORDINANCE NO. 2891

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER WASHINGTON, AMENDING CHAPTER 3.22 OF THE SUMNER MUNICIPAL CODE IN ACCORDANCE WITH SENATE BILL 6173 (CHAPTER 136, LAWS OF 2024).

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, or, if eligible, for providing rental assistance to tenants; and

WHEREAS, the City Council adopted Ordinance No. 2741 on July 20, 2020, to authorize the maximum capacity of the sales and use tax for affordable and supportive housing in accordance with SHB 1406; and

WHEREAS, in the 2024 Regular Session, the Washington State Legislature approved, and the Governor signed, Senate Bill 6173 (Chapter 136, Laws of 2024) (“SB 6173”); and

WHEREAS, SB 6173 created additional flexibility for the usage of the tax to serve households whose income is at or below eighty percent of the County median income if the funding is supporting the development of affordable housing intended for owner occupancy as defined in RCW 84.14.010; and

WHEREAS, the tax is credited against state sales taxes already collected within the City and, therefore, will not increase the amount of sales and use taxes already paid by customers, purchasers, or recipients of goods within the City; and

WHEREAS, the tax represents an additional source of funding to address housing needs and will be used to provide affordable housing or housing assistance to persons whose income is at or below sixty percent of the County median income or at or below eighty percent of the County median income if the funding is supporting the development for affordable housing intended for owner occupancy as defined in RCW 84.14.010; and

WHEREAS, the City Council now desires to authorize tax funds to be used for such eligible activities as authorized under RCW 82.14.540;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDED CHAPTER 3.22 OF THE SUMNER MUNICIPAL CODE AS FOLLOWS:

Section 1. The Sumner Municipal Code, “Affordable Housing Sales and Use Tax” is hereby amended as follows:

Affordable Housing Sales and Use Tax

3.22.010 Scope and Interpretation

3.22.020 Imposed

3.22.030 Rate

3.22.040 Collection

3.22.050 Administration

3.22.060 Purpose and Use

3.22.070 Interlocal Agreements

3.22.080 Duration

3.22.010 Scope and Interpretation.

This chapter is intended to authorize the City to act to the fullest extent permitted by, and not to limit the authority of the City to act in accordance with, RCW 82.14.540, as currently enacted or hereafter amended. The tax imposed by this chapter allows the City to receive a portion of the sales and use taxes already collected by the state and, therefore, does not result in any additional or new taxes being imposed on purchasers or recipients of goods within the city. For the purpose of this chapter, the words and terms used shall have the same meaning each has under RCW 82.14.540, as currently enacted and hereafter amended.

3.22.020 Imposed.

There is imposed an affordable housing sales and use tax that shall be assessed on either the selling price, in the case of a sales tax, or value of an article used, in the case of a use tax, for every taxable event, as defined in Chapter 82.14 RCW, occurring within the City of Sumner.

3.22.030 Rate.

Pursuant to RCW 82.14.540, the rate of tax shall be 0.0073 percent, or if a higher amount is authorized by RCW 82.14.540, then up to the maximum amount authorized therein.

3.22.040 Collection.

The tax shall be deducted from the amount of sales or use tax otherwise required to be collected or paid to the Department of Revenue under Chapter 82.08 RCW or Chapter 82.12 RCW. The Department of Revenue shall collect such taxes on behalf of the City of Sumner at no cost to the City. The Department of Revenue shall distribute the proceeds of this tax to the City as provided in RCW 82.14.540, up to the maximum amount authorized by state law.

3.22.050 Administration.

- A. There is created a special fund in the treasury of the city to be known as the affordable housing sale and use tax fund. All taxes collected herein shall be placed in said special fund.
- B. The City Administrator, or designee, is authorized to execute, for and on behalf of the City of Sumner, any necessary agreement with the Department of Revenue for the collection and administration of the tax and to administer the tax in accordance with state laws and regulations.

3.22.060 Purpose and Use.

A. Revenues collected pursuant to this chapter shall only be used as authorized by RCW 82.14.540, as currently enacted or hereafter amended. RCW 82.14.540 authorizes the following uses:

1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385;
2. Funding the operations and maintenance costs of new units of affordable or supportive housing; or

3. Providing rental assistance to tenants.

B. The housing and services provided with the revenues of the tax may only be provided to persons whose income is at or below sixty (60) percent of the median income of the city for leased housing units; or at or below eighty (80) percent of the median income of the city if it is supporting the development of affordable housing intended for owner occupancy, as defined in RCW 84.14.010. Projects funded through an interlocal agreement, as authorized in this section, may use median income of the county or partner jurisdiction, as appropriate.

3.22.070 Interlocal Agreements.

The City may enter into an interlocal agreement with one or more counties, cities, or public housing authorities in accordance with Chapter 39.34 RCW. Such agreements may allow for the pooling of tax receipts received under RCW 82.14.540, pledging those taxes to bonds issued by one or more parties to the agreement, and allocating the proceeds of the taxes levied or the bonds issued in accordance with such interlocal agreements.

3.22.080 Duration.

The tax shall become effective as of December 1, 2019 or the earliest practical date consistent with RCW 82.14.055. The tax shall expire 20 years after the date on which the tax is first imposed unless otherwise extended in accordance with state law.

Section 2. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 3. Severability – Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this ordinance shall control.

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 resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 5. Ratification. By and through adoption of this ordinance, the City Council hereby ratifies and confirms any and all acts prior to and consistent with the authority granted herein. Passed by the City

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Ordinance No. 2889 - Amending Sumner Municipal Code 2.100 Personnel Policies

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2889 - Amending Sumner Municipal Code Chapter 2.100 Personnel Policies

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City has an Employee Personnel Manual that outlines employee policies and procedures. However, areas affecting salaries, leave and/or benefits reside in the Sumner Municipal Code chapter 2.100. Ordinance No. 2889 makes several changes to that chapter. Included in this Ordinance is a transition from separate Vacation and Sick-leave banks to a combined Paid Time Off (PTO). This change will benefit both employees and managers by allowing additional leave flexibility. It will also eventually reduce the City's compensated absences by lowering the financial impact of leave payouts when employees separate employment. Washington Paid Family Medical Leave has eliminated the need for a Shared Leave Program and Bereavement Leave was also updated to match language recently included in union employees' Collective Bargaining Agreements.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel
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MEETING/STUDY SESSION DATE: 6/13/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2889 - Amending Sumner Municipal Code 2.100 Personnel Policies.

**ORDINANCE NO. 2889
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING SMC 2.100 PERSONNEL POLICIES.**

WHEREAS, the City required clarification of definitions and clean up of sections in order to remain consistent with current practice and RCW changes; and

WHEREAS, the City transitioned employees to a Paid Time Off (PTO) leave accrual program; and

WHEREAS, Washington Paid Family Medical Leave (PFML) has replaced the need for a Shared Leave program; and

WHEREAS, Bereavement Leave has been updated to align with union Collective Bargaining Agreements.

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

Section 1. Amendment to City Code. Sumner Municipal Code Section 2.100 is hereby amended as follows:

Article VI. Leave

2.100.600 Leave.

The city provides and/or offers several types of paid and unpaid leave. The leave types covered in this section apply to all ~~full-time regular~~ employees **unless otherwise specified by a Collective Bargaining Agreement**. (Ord. 2614 § 1 (part), 2017: Ord. 2595 § 1 (part), 2017)

2.100.605 Accrued leave for part-time, temporary or seasonal employees.

This section does not apply to accrued sick leave. See SMC 2.100.620.

Regular part-time employees who work at least 20 hours per week shall receive prorated accrued leave. “Prorated” means the ratio between the number of hours in the employee’s normal work schedule and 40 hours per week. Nonaccrued leave, e.g., bereavement, FMLA, military leave, etc., shall be prorated at the same rate as accrued leave on a per use basis.

Temporary employees are not eligible for accrued or other paid leave unless otherwise allowed by the mayor, city administrator or collective bargaining agreement.

Seasonal workers are not eligible to receive paid leave unless enumerated in a collective bargaining agreement. (Ord. 2614 § 1 (part), 2017: Ord. 2595 § 1 (part), 2017)

2.100.610 ~~Paid Time Off~~ **Paid Time Off ~~Vacation leave~~.**

A. Accrual. Each regular full-time employee is entitled to **Paid Time Off (PTO)** per pay period ~~vacation leave~~ as follows:

Years of Service	Vacation Days (Hours)
<1	12 (96)
1—2	13 (104)

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

Years of Service	PTO Hours
< 1	6.89
1 – 2	7.20
2 – 3	7.50
3 – 4	7.81
4 – 5	8.12
5 – 6	8.43
6 – 7	8.74
7 – 8	9.04
8 – 9	9.35
9 – 10	9.66
10 – 11	9.97
11 – 13	10.27
13 – 16	10.58
16 – 19	10.89
19 – 22	11.20
22 – 25	11.50
25+	11.81

The City's intent is to use Paid Time Off (PTO) to satisfy the minimum requirements under Washington Paid Sick Leave. All new regular full-time and regular part-time employees shall accrue ~~vacation~~ PTO leave from the date of employment. Regular part-time employees will receive ~~vacation~~ PTO leave based on their FTE status ~~on a pro-rata basis~~. Temporary employees and seasonal workers are not eligible for any ~~vacation~~ PTO leave benefits unless otherwise provided by the mayor, city administrator or a collective bargaining agreement. The mayor or city administrator, as a condition of appointment, may start a new employee at an accrual rate of ~~12 1 to 72 months~~ 6 years without council approval. Starting an employee higher than ~~72 months~~ 6 years requires council approval.

Employees who are in an unpaid status for the entire pay period do not accrue ~~vacation~~ PTO benefits. Employees who are in any form of a paid status during the pay period are eligible for accruals.

Employees who use all their accumulated PTO leave and require more time off from work due to illness or injury may be eligible for state or federal protected leave or leave without pay. (See protected leave policy, SMC 2.100.625, and leave without pay policy, SMC 2.100.640.)

B. Accrual Limits. Total ~~vacation~~ accrual must be at or below 368 hours by the end of the calendar year for those employees hired prior to January 1, 2021, and 280 hours for those employees hired on or after January 1, 2021. Total PTO accrual must be at or below 640 hours by the last full pay period of the calendar year. Unused ~~vacation~~ PTO time will be forfeited to the city. An employee may request a three-month extension to use the ~~vacation time~~; provided, that the extension is needed due to a planned event, e.g., upcoming vacation, long-term medical leave or retirement.

C. Cash Out. Employees will be paid for unused ~~vacation~~ PTO time upon termination of employment at the rate of 100 percent up to a maximum of 420 hours. If the employee returns to work for the City within 12 months of separation, any leave in excess of the 420 hour payout will be reinstated to the employee's PTO bank upon rehire.

The mayor, city administrator or administrative services director may authorize, as funds are available, the cash out of accrued ~~vacation~~ PTO hours for employees with ~~vacation~~ PTO balances in excess of 280 hours. The minimum sell-back shall be 40 hours per occurrence and employees will not be able to sell back more hours than they have used in the previous six months, not to exceed 120 hours annually. In order to receive a sell-back, a written request must be submitted to payroll human resources at least 30 days prior to payment of the sell-back amount. The intent of the cash out is to minimize the unfunded liability by cashing out ~~vacation~~ PTO leave at a lower hourly rate than it would likely be paid out in the future. (Ord. 2867 § 1, 2023; Ord. 2755¹ § 1 (Exh. A), 2020; Ord. 2663 § 1, 2018; Ord. 2614 § 1 (part), 2017; Ord. 2595 § 1 (part), 2017)

2.100.620 Sick leave.

A. Accrual. Each regular full-time employee shall receive eight hours of sick leave per month. All regular part-time employees shall receive prorated accruals, based on their full time equivalent status. "Prorated" means the ratio between the number of hours in the employee's normal work schedule and 40 hours per week.

Regular employees who are in an unpaid status for the entire pay period do not accrue sick leave benefits. Regular employees who are in any form of a paid status during the pay period are eligible for accruals

Temporary and seasonal employees are eligible for sick leave accrual at the rate of one hour per 40 hours of work. ~~Temporary and seasonal employees who are in an unpaid status for a full work week will not accrue sick leave.~~

B. Separation. Upon separation of employment all regular full-time and regular part-time employees shall be paid one of the following percentages on unused sick leave up to a maximum of 720 hours:

1. Employees hired prior to January 1, 2018:

Termination for cause	0%
Resignation	25%
Layoff	50%
Death	100%
Retirement	100%
Disability retirement	100%

2. Employees hired on or after January 1, 2018:

Termination for cause	0%
Resignation	25%
Layoff	25%
Death	100%
Retirement	100% for first 360 hours, 25% for up to an additional 360 hours
Disability retirement	100%

~~Temporary full-time or part-time employees~~ **Temporary full-time, temporary part-time and seasonal employees** are not entitled to any sick leave pay out upon separation. For the purposes of this section “retirement” shall mean when an employee separates employment with the intent to retire and at the time of separation the employee is age eligible to retire from the state retirement plan that they are enrolled/contributing to.

Employees who return to work within one year are entitled to restoration of their sick bank, less the amount paid out upon separation.

~~Employees who use all their accumulated sick leave and require more time off from work due to illness or injury may be eligible for state or federal protected leave or leave without pay. (See protected leave policy, SMC 2.100.625, and leave without pay policy, SMC 2.100.640.) (Ord. 2653 § 1, 2018; Ord. 2614 § 1 (part), 2017; Ord. 2595 § 1 (part), 2017)~~

2.100.625 Protected leave.

A. Protected Leave. The employer will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including but not limited to:

1. Family and medical leave (29 U.S.C. 2601 et seq., and Chapter 50A RCW);
2. Family Care Act leave (RCW 49.12.265);f
3. Pregnancy disability leave (Chapter 41.04 RCW);
4. Leave for victims of domestic violence, sexual assault and stalking (Chapter 49.76 RCW);
5. Leave for spouses of deployed military personnel (Chapter 49.77 RCW);
6. Leave for certain emergency services personnel (RCW 49.12.460).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to policies established by the mayor or city administrator.

B. Washington Paid Family and Medical Leave Law. Eligible employees are covered by Washington's Family and Medical Leave Program (PFML), Chapter 50A.04 RCW. Eligibility for leave and benefits and associated premiums are established by Washington law. Employees will pay through payroll deduction the full costs of the premiums associated with family leave benefits and the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The city will pay the remaining premium amounts.

C. Protected Leave Use. Employees may choose to use any applicable protected leave, e.g., FMLA, PFML, etc., consecutive to accrued leave; provided, that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance. (Ord. 2867 § 1, 2023; Ord. 2663 § 2, 2018; Ord. 2614 § 1 (part), 2017)

2.100.630 Management leave.

Management leave may be granted to employees at time of hire as approved by the city administrator or mayor. Management leave will have no cash-out value and will not be carried over at the end of the employee's first year of employment. In temporary positions of high function but limited duration, and with the approval of the city administrator or mayor, management leave may be offered as part of a compensation package.

The city recognizes that certain FLSA-exempt positions are required to work substantially in excess of the standard work schedule for the city on an ongoing, regular basis. The mayor or the city administrator has the authority to authorize additional management leave for these positions. (Ord. 2867 § 1, 2023; Ord. 2595 § 1 (part), 2017)

2.100.640 Leave without pay.

The mayor or city administrator may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. (Ord. 2595 § 1 (part), 2017)

~~2.100.645 Shared leave.~~

~~A regular full- or part-time employee may be eligible to receive shared leave if he/she is personally experiencing or caring for an immediate family member who has a serious health condition as defined by state and/or federal leave laws, and is unable to perform the essential functions of their position and has or is about to exhaust all of their accrued sick, vacation, management and compensatory leave(s) which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment.~~

~~The mayor or city administrator is authorized to develop and implement a shared leave policy to allow employees to donate leave to another employee. (Ord. 2595 § 1 (part), 2017)~~

2.100.660 Administrative leave.

Administrative leave with or without pay may be used in the best interests of the city as determined by the mayor or city administrator during the pendency of an investigation or other administrative proceeding. (Ord. 2595 § 1 (part), 2017)

2.100.670 Bereavement leave.

A. Definitions. Immediate Family shall be defined as spouse, registered domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, step-son, step-daughter, step-mother, step-father, step-brother, step-sister, grandparents on both-sides, grandchildren, aunt and uncle or any relative residing in the employee's immediate household.

B. Leave. Any regular employee shall be allowed bereavement leave for a death in the family. An employee who suffers the death of their spouse, child, parent or immediate dependent shall be compensated for and given up to five (5) workdays off. An employee who suffers a death of their immediate family as defined in 2.100.670A other than a spouse, child, parent or immediate dependent shall be compensated for and given up to three (3) workdays off. Employees shall be compensated for and given up to one (1) workday off for the death of a family member not defined as Immediate Family.

~~Employees are allowed up to four (4) hours of Bereavement Leave to attend the funeral of a fellow regular employee or retiree of the City, provided such absence from duty will not interfere with normal operations of the City. Any regular employee who suffers a death in their immediate family shall be compensated for and given three workdays off with up to 24 hours straight time pay, and if services are held out of state, five workdays off with up to 40 hours straight time pay. "Immediate family" shall be defined as the employee's spouse, child(ren), step child(ren), mother, father, siblings, mother-in-law, father-in-law, siblings-in-law, grandchildren, grandparents, grandparents-in-laws, step parents, aunt, and uncle or other relative who lives in the employee's home. Employees who work an alternative work schedule shall be allowed to use vacation leave, sick leave or comp time for the additional hours not covered by bereavement leave. (Ord. 2595 § 1 (part), 2017)~~

2.100.680 Holidays.

The following are recognized as paid (eight ~~eight~~ nine-hour) holidays for all nonunion, regular full-time and part-time employees:

Holiday Name	Date Observed
New Year's Day	January 1st
Martin Luther King Jr. 's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th

Holiday Name	Date Observed
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday with the exception of Christmas Eve, which would be celebrated on the preceding Friday.

All regular employees are entitled to one floating holiday per calendar year. Each employee shall receive a floating holiday (~~eight~~ **nine** hours), ~~January 1st of each~~ **the first full pay period of the year**. Employees starting after the first **full pay period** of the year shall receive a floating holiday upon hire. A part-time employee's floating holiday will be prorated; temporary or seasonal workers are not eligible for a floating holiday. The floating holiday must be used by the ~~end of the last full pay period of the~~ calendar year. Unused floating holiday time will be forfeited to the city. Upon separation the floating holiday shall not be paid out. (Ord. 2792 § 1, 2021; Ord. 2595 § 1 (part), 2017)

2.100.690 Religious holidays.

In accordance with state law, employees shall receive up to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. A partial day off shall count as a full day toward an employee's yearly allotment of two days. State law provides for unpaid leave, and there is no provision for substituting paid time off. If the employee wishes to be compensated for the time off they shall follow the policies for using other accrued leave types. The mayor and city administrator shall adopt a policy outlining how an employee requests such leave and the approval process. (Ord. 2595 § 1 (part), 2017)

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 1st day of July 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, City Clerk

City Attorney Andrea Marquez

SUBJECT: Ordinance No. 2890 - 2023/2024 Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Ordinance No. 2890 - 2023/2024 Budget Amendment

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

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

This budget amendment:

- General Fund (001):
 - Transfer \$70,000 from the City Council Strategic Reserve funds for the design of temporary park amenities at 902/906 Kincaid;
 - Transfer \$114,000 from the City Council Strategic Reserve funds for the General Fund portion of the design of Washington Street Improvements;
 - Transfer \$76,000 from the General Fund to the Facilities Capital Fund (325) for Cemetery Building Security Improvements;
 - Reduce the appropriation for the 2023/2024 Street Overlay program by \$300,000;
 - Recognize \$8,700 in insurance recovery for the Bill Heath arson, and increase the facilities' appropriation by \$8,700;
 - Recognize \$500,000 Climate Change Grant, and increases appropriations by \$100,000 to recognize anticipated 2024 expenditures;
 - Program \$43,300 in increased operating costs (\$18,000 budget survey, \$14,000 Tyler Technologies PACE training package, \$11,300 animal control costs).
- Complete Streets Fund (103): Recognizes \$500,000 grant award and increases expenditure appropriation by same;
- Parks Capital Fund (310):
 - Programs transfer-in of \$70,000 from General Fund and associated expenditures;
 - Programs \$1,600,000 Pierce County LTAC grant for Heritage Park and programs associated expenditures;
- Street Capital Fund (320): Programs transfer-in of \$114,000 from General Fund for Washington Street design and associated expenditure (General Fund portion);
- Facilities Capital Fund (325): Recognizes transfer in from the General Fund and programs \$76,000 for Cemetery Building security improvements.
- Stormwater Fund (408): Recognizes Floodplains by Design grant of \$1,500,000 and programs associated expenditure;
- Animal Control Fund (440):
 - Amends per capita revenues to calculated amounts;
 - Recognizes grant from Best Friends for \$1,700 for training and programs associated expenditure.

Ord No. 2890		
BA 07/01/2024		
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ 508,700	112,000
Reserve Funds	-	-
Special Revenue Funds	500,000	500,000
Debt Service Funds	-	-
Capital Funds	1,860,000	1,860,000
Utility Funds	1,500,000	1,500,000

Other Enterprise Funds	(81,777)	1,700
Internal Service Funds	-	-
Fiduciary Funds	-	-
	\$ 4,286,923	\$ 3,973,700

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee MEETING/STUDY SESSION DATE: 5/31/2024 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2890 amending the 2023/2024 Biennial Budget.

ORDINANCE NO. 2890
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, ORDINANCE 2872, APPROVED OCTOBER 16, 2023, ORDINANCE 2874, APPROVED DECEMBER 11, 2023 AND ORDINANCE 2883, APPROVED MARCH 18, 2024.

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, The Sumner City Council approved Ordinance No. 2874 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2883 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

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 1st day of July, 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

BA 07/01/2024 Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/01/24</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/01/24</i>	<i>Revised</i>
001 General	11,300,000	\$ 41,287,140	\$ 1,318,207	\$ 508,700	\$ 40,975,513	\$ 2,519,367	\$ 112,000	\$ 10,807,166
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	450,756	200,000	-	-	390,000	-	-	260,756
103 Complete Streets	-	-	-	500,000	-	-	500,000	-
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	903,200	-	880,000	633,200	-	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	4,737,780	1,670,000	5,131,106	3,925,280	1,670,000	973,176
320 Street Capital Fund	7,709,379	17,364,200	3,491,753	114,000	24,625,588	3,573,753	114,000	365,991
325 Facilities Capital Fund	50,000	515,000	3,310,000	76,000	565,000	3,210,000	76,000	100,000
401 Water	13,219,995	10,189,150	-	-	20,279,605	529,985	-	2,599,555
402 Wastewater	9,286,248	15,566,163	36,150	-	21,270,227	308,110	-	3,310,224
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	8,227,784	38,031,772	8,000,000	1,500,000	42,424,254	9,096,985	1,500,000	2,738,317
410 Cemetery Operations	74,238	1,498,200	16,500	-	1,425,316	25,000	-	138,622
415 Cemetery Development	208,994	300,000	-	-	300,000	-	-	208,994
440 Animal Control	94,087	2,093,628	46,258	(81,777)	2,062,680	7,950	1,700	79,866
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	124,650	-	3,336,088	139,650	-	392,633
555 Equipment Reserve	1,942,959	2,126,935	-	-	1,770,000	-	-	2,299,894
601 Cemetery Endowment	1,545,873	33,000	-	-	-	-	-	1,578,873
605 Development Impact Fees	6,898,068	500,000	-	-	998,833	1,123,415	-	5,275,820
611 Firemen's Pension	29,798	164,000	-	-	160,000	-	-	33,798
Total All Funds	\$ 70,291,581	\$ 142,301,059	\$ 21,984,498	\$ 4,286,923	\$ 169,587,969	\$ 25,216,863	\$ 3,973,700	\$ 40,085,529