CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
August 19, 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/82038318699
One tap mobile: +12532158782,,82038318699# US (Tacoma)
Telephone:+1 253 215 8782 US (Tacoma)

Webinar ID: 820 3831 8699

CALL TO ORDER

Pledge of Allegiance

Invocation

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

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. First Amendment to the Greenwater North LLC, Six Kilns Apartments LLC Settlement Agreement
2. Resolution 1695 - Council Rules of Procedure
3. Kondratyuk Property Acquisition Purchase and Sale Agreement Approval
4. Sumner Texaco Heritage Park Remediation - Dept of Ecology Voluntary Cleanup Program Agreement
5. Services Agreement for Senior Center Management with Stafford Suites
6. Resolution No. 1696 - City Hall Solar Panel Grant Acceptance
7. Stewart Road Pond Repair - Construction Contract Award
8. Approval of the minutes from the August 5, 2024, regular council meeting and the August 12, 2024 study session.
9. Approval of checks and electronic payments in the amount of $2,375,808.01.

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. 2894 - Amending Sumner Municipal Code 5.08 Utilities

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.

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-345

SUBJECT: First Amendment to the Greenwater North LLC, Six Kilns Apartments LLC Settlement Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 1st Amendment to Settlement Agmt-Greenwater & Six Kilns LLCs

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

In 2014, in response to litigation related to the development of the former Sumner Meadows Golf Course, the City entered into a settlement agreement with Greenwater North L.L.C. and Six Kilns Apartments L.L.C., now known as SeaPort Land L.L.C. (Developer). The settlement included a development agreement vesting the Developer to current (2014) fees as well as mitigating SEPA conditions. The agreement also provided a framework to prioritize the construction of the Stewart Road Corridor and support for flood protection via the King County levee project.

The settlement agreement had an initial 10-year term that expires on October 22, 2024. The agreement contains a provision that the Developer is allowed a single two (2) year extension at their discretion, which shall not be unreasonably withheld by the City.

The attached amendment extends the original agreement through October 22, 2026.

COUNCIL COMMITTEE/STUDY SESSION: **Community Development**
MEETING/STUDY SESSION DATE: 7/31/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the First Amendement to the Greenwater North LLC, Six Kilns Apartments LLC Settlement Agreement, 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.

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This FIRST AMENDMENT TO SETTLEMENT AGREEMENT (this "Amendment") is made and entered into on ____________, 2024 (the "Effective Date"), by and between City of Sumner (the "City"), SeaPort Land L.L.C., as successor in interest to Greenwater North L.L.C., Seaport 1-4 L.L.C., as successor in interest to Greenwater North L.L.C., Seaport 5 L.L.C., as successor in interest to Greenwater North L.L.C., Seaport 6 L.L.C., as successor in interest to Greenwater North L.L.C., and SeaPort-A L.L.C., as successor in interest to Six Kilns Apartments LLC (collectively, "SeaPort").

RECITALS

A. The City and SeaPort are parties to that certain Settlement Agreement dated October 22, 2014, (the "Agreement"), with respect to certain undertakings related to the development of the Six Kilns Property, as described in Exhibit A of the Agreement, and Greenwater North Property, as described in Exhibit B of the Agreement.

B. Pursuant to Section 1(a)(i) of the Agreement, SeaPort desires and the City has agreed to extend the term of the Agreement by an additional 2 years and the parties now desire to amend the Agreement as set forth below.

C. All capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement, unless otherwise defined here.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are incorporated herein by reference as if fully set forth herein.

2. Extension. Commencing on October 22, 2024, the term of the Agreement is extended by an additional two years to allow the parties additional time to carry out the undertakings as set forth in the Agreement and in accordance with the terms of the Development Agreement.

3. Continuing Effect. Except as specifically provided in this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control. Notwithstanding the foregoing, the Development Agreement, except to the extent explicitly modified by this Settlement Agreement, remains in full force and effect, and all parties remain bound by its terms.

4. Authority. Each party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Amendment on behalf of such party and that this Amendment constitutes the legal, valid and binding obligations of such party, its heirs, representatives, successors and assigns, enforceable against such party or parties in accordance with its terms.

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

SEAPORT:

SeaPort 1-4 L.L.C.

By: Investco L.L.C., its Manager

By:______________________________
Alessandra Allen
Vice President and Portfolio Manager

SeaPort-A L.L.C.

By: Investco L.L.C., its Manager

By:______________________________
Alessandra Allen
Vice President and Portfolio Manager

SeaPort 5 L.L.C.

By: Investco L.L.C., its Manager

By:______________________________
Alessandra Allen
Vice President and Portfolio Manager

SeaPort Land L.L.C.

By: Investco L.L.C., its Manager

By:______________________________
Alessandra Allen
Vice President and Portfolio Manager

SeaPort 6 L.L.C.

By: Investco L.L.C., its Manager

By:______________________________
Alessandra Allen
Vice President and Portfolio Manager

CITY:

By: ___________________________________
Kathy Hayden
Mayor

Approved to form:

By: ___________________________________
Andrea Marquez
City Attorney

Attest:

By: ___________________________________
Michelle Converse
City Clerk

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-377

SUBJECT: Resolution 1695 - Council Rules of Procedure

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Resolution No. 1695 - Council Rules of Procedure

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:
The City Council has complete authority to determine the rules and procedures that govern City Council meetings. From time to time, it becomes necessary to revisit the adopted rules to ensure they align with updates in state law and best practices. Resolution No. 1695 updates the previous version of the rules, and incorporates those revisions requested by Council.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
MEETING/STUDY SESSION DATE: 7/22/2024
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Approve Resolution No. 1695 updating the Council Rules of Procedure

RESOLUTION NO. 1695
CITY OF SUMNER, WASHINGTON

A RESOLUTION establishing a procedure for the conduct of Council Meetings, proceedings, and business; and repealing and replacing Resolution No. 1624 approved May 2, 2022.

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

Section 1 **Authority**. The Sumner City Council hereby establishes the following procedures for the conduct of Council meetings, proceedings and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended or new procedures are adopted in the manner provided by these rules.

On all questions of practice or procedure not provided for by these rules, the practice and procedure set forth in Robert's Rules of Order, current edition, shall serve as a guide.

Section 2 **Regular Council Meetings**. A regular Council meeting is a formal meeting for the purpose of conducting official City business. This includes, but is not limited to, public comments, public hearings, presentations, the adoption of ordinances resolutions, contracts and agreements, and budgets.

a. Council's regular meetings will be held the first and third Monday of each month in the Council Chambers at City Hall and will begin at 6:00 p.m.
b. All regular council meetings will be accessible to the public via ZOOM or an equal virtual platform.
c. If possible, only one or two major topics (defined as issues of high interest or controversial, or those which would take an extraordinary amount of the City Council meeting) will be scheduled per meeting.
d. If any Monday on which a meeting is scheduled falls on a legal holiday, the regular meeting or study session shall be held on the next business day at the same time and place.

2.1 **Agenda**.

Call to Order. The Mayor or Presiding Officer calls the meeting to order.

Pledge of Allegiance. The Mayor or Presiding Officer, or invited guests, will lead the flag salute.

Invocation. A member of the Clergy will give the invocation, as available.

Roll Call. The City Clerk shall call the roll and indicate any Councilmember who is not in attendance. Councilmembers may make a motion to excuse or not excuse absent Councilmembers at the meeting.

Consent Agenda. Consent Agenda items are considered to be routine and non-controversial and are approved by one motion. Items on the Consent Agenda include, but are not limited to, minutes, business claims, set dates of hearings, approval of payment of contracts, bid awards, housekeeping amendments to ordinances and resolutions, and previously authorized agreements. Any Councilmember may remove any item(s) from the Consent Agenda for separate discussion and action; a second is not required. When an item is removed, the Consent Agenda is considered for action without that item. After the Consent Agenda has been considered, the item which was removed is considered. When discussion on that item is completed, a motion may be made to vote on the item or to refer it to Council Committee or to another meeting.

Public Comment. Members of the ~~audience~~public (in person~~ or~~, virtually or in writing) may comment on issues ~~of concern or interest~~ related to the business of the City that ~~is~~are not on the agenda and ~~is~~on topics not otherwise in violation of any other Council rule (See section 7) or law. Public Comment is a time for the Council to hear from the public, and ~~D~~dialogue/debate between Council and the public is discouraged. Public comment is for the benefit of the Councilmembers, and is not provided as an opportunity for the speaker to inform or educate the community. Written public comments shall be accepted by the City Clerk up to 4:00 pm on the night of each regular council meeting and disseminated to the City Council for review. ~~Comments are limited tothree (3) minutes. The Mayor or Presiding Officer may, at their discretion, limit public comment based on the volume of comments anticipated and in the interest of conducting the business of the Council in an efficient manner. Minutes may not be shared with other speakers. Written comments may also be submitted electronically, or in person, to the City Clerk by 4:00 pm the day of the Regular Council Meeting. Written comments will be acknowledged by name and subject matter by the City Clerk during the public comment section and distributed electronically to the Council.~~

In addition to the Public Comment agenda item, ~~T~~the public may also comment (in person, virtually or in writing) on individual agenda items during any regularly scheduled City Council meeting, prior to the Council taking final action. These agenda items include, but are not limited to, ordinances, resolutions, and Council business issues. ~~These comment times are in addition to the Public Comment time. The Mayor or Presiding Officer will acknowledge commenters at the close of their comments and decide on the disposition of their comments/issue, including but not limited to referral of the issue to City Administrator, a particular City Department, Council study session or Committee as deemed appropriate.~~

Proclamation/Presentations. Proclamations are issued by the Mayor in support of local causes, programs, or matters which advance adopted City policy and strategy, and increase public awareness of issues important to the quality of life of the Sumner community. Special presentations are requests by public groups or other agencies to present information on issues of interest to City Council and/or community. Proclamations and presentations do not require City Council action. Requests for proclamations or presentations shall be submitted to the Mayor or City Administrator for consideration and scheduling. Only one proclamation will be issued per year per organization. Proposals for proclamations or presentations promoting for-profit causes will generally not be considered. Proposals which promote a position on a pending ballot or legislative issue will not be considered. The mayor reserves the right to reject or modify a proclamation. A proclamation appearing on an agenda shall be distributed in the agenda packet and may be read at a Council meeting.

Public Hearings. Public Hearings are held to receive public ~~comment~~feedback on important issues and/or issues requiring a public hearing by state statute or City of Sumner ordinances. There are two types of public hearings, legislative and quasi-judicial. Legislative hearings focus on broad policy with general application. Quasi-judicial hearings focus on the rights of specific parties and decisions must be based on a formal record. The Mayor or City Clerk will state the public hearing procedures before each public hearing.

Unfinished Business. Unfinished Business consists of subjects discussed by the Council at a previous regular or special meeting, or subjects for which a public hearing was conducted at a previous regular or special meeting , and which are returning to the Council for additional discussion or final action. Ordinances ~~for~~requiring a second reading would appear under this category.

New Business. New Business consists of subjects which have not previously been considered by the Council, and which may require discussion and action. Ordinances shall be a new business item.

Announcements/Reports. Announcements and reports made by the Councilmembers, City Administrator and Mayor.

a. The Mayor makes announcements of upcoming meetings and events, and reports on meetings and events in which they have participated.
b. Councilmembers make announcements of upcoming meetings and events, and report on meetings and events in which they have participated. Councilmembers may report on their significant City activities since the last regular meeting. These comments shall be limited to three (3) minutes.
c. Staff reports are made to the Council by the City Administrator on issues of interest to the Council which do not require Council action.

Executive Session. An Executive Session held before, during, or after a Council meeting is a discussion, pursuant to RCW 42.30.110 and/or RCW 42.30.140, that is closed to the public and attended only by the Council, Mayor, City Administrator, ~~Mayor~~City Attorney, City staff, and/or consultants authorized by the City Administrator or Mayor. At the conclusion of the Executive Session, if appropriate, the public meeting will reconvene to take action. Prior to adjourning into any Executive Session, the Mayor or their designee shall read the RCW(s) that authorizes such session.

Adjournment. The presiding officer shall adjourn the Council meeting upon proper motion and approval by the Council or at the conclusion of the agenda.

2.2 Agenda Bills. Agenda bills are the forms used for submitting issues to the Council for action. The agenda bill will include the subject matter (title for agenda), clearances, action required, budget information (if applicable), summary statement, and recommended motion. The Council may use the agenda bill "recommended motion" language for making a motion. The City Clerk will be responsible for assigning a number to the agenda bill.

a. Ordinances are legislative acts or local laws. These are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five (5) days after publication in the City's official newspaper pursuant to RCW 35A.12.160.

b. Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Section 3 **Council Study Sessions**. An informal meeting for the purpose of reviewing forthcoming programs or projects, or receiving similar information, provided that all discussions and conclusions thereof shall be informal.

a. Council study sessions will be held the second and fourth Monday of each month in the Council Chambers at City Hall and will begin at 6:00 p.m. and be limited to three (3) hours in length unless extended by a consensus of the Councilmembers present.

b. All regular study sessions will be accessible to the public via ZOOM or an equal virtual platform.

c. No final action may be taken at a study session; however council is specifically authorized to approve the meeting agenda and/or excuse a councilmember's absence from the ~~meeting~~study session.

d. ~~Public testimony during study session is discouraged and shall only be heard at the discretion of the Mayor or Presiding Officer.~~No public comment shall be taken at a study session.

e. A special study session may be called by the Mayor or by a majority of the members of the City Council.

f. If any Monday on which a meeting is scheduled falls on a legal holiday, the regular meeting or study session shall be held on the next business day at the same time and place, or cancelled for that week at the discretion of the Mayor.

Section 4 **Other Meetings**.

4.1 Special Council Meetings. Any Council meeting other than the regular Council meeting, which has been called for the purpose of conducting official action and is limited to discussion of only those topics shown on the special meeting agenda. Notice shall be given at least 24 hours in advance as required by RCW 42.30.080. Notice shall be provided to Councilmembers by telephone and e-mail. A special Council meeting may be scheduled by the Mayor or by a majority of the members of the City Council. All special council meetings will be accessible to the public via ZOOM or an equal virtual platform.

4.2 Emergency Council Meetings. A special Council meeting called without 24-hour notice. An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, by reason of fire, flood, earthquake or other emergency, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the Mayor as provided under RCW 42.30.070. The minutes will indicate the reason for the emergency. All emergency council meetings will be accessible to the public via ZOOM or an equal virtual platform.

4.3 Executive Sessions. A Council meeting that is closed except to the Council, City Administrator, Mayor, City Attorney, authorized staff members, and/or consultants authorized by the City Administrator or Mayor. The public is restricted from attendance.

Executive Sessions may be held during regular or special Council meetings, or as separate meetings, and will be announced by the Mayor or Presiding Officer. Executive Session topics are limited to considering only those matters authorized by RCW 42.30.110 or RCW 42.30.140.

a. Before convening an Executive Session, the Mayor or Presiding Officer shall announce the purpose of the meeting and the anticipated time the session will be concluded. Should the session require more time, a public announcement shall be made, extending the meeting for a time certain.
b. At the conclusion of the Executive Session, if appropriate, the public meeting will reconvene for taking action.
c. Pursuant to RCW 42.23.070(4), no member of the Council, employee of the City, or any other person present during an executive session of the Council shall disclose to any person the content or substance of any discussion or action which took place during said executive session.

Section 5 <u>General Code of Conduct</u>.

5.1 Courtesy Norms:

a. Be courteous and professional in recognition that Council communications and behaviors set the tone for the organization.
b. To strive to honor time limits on meetings by arriving on time and having read preparatory materials.
c. Refrain from eating or passing food during meetings. Councilmembers and the Mayor are permitted to consume non-alcoholic beverages during meetings.
d. Out of respect for meeting presenters and not to violate the Open Public Meetings Act refrain from side conversations, phone calls, on-line activity, or electronic messaging during meetings.
e. Use formal titles (Councilmember Jones, Mayor Anderson, etc.) during Regular Council Meetings. It shall be left up to each individual's discretion at informal meetings and work sessions.
f. To be inclusive in policy making.
g. To regularly check e-mail to use it as an efficient tool for communicating City news/activities.
h. To strive for a partnership in the governance and operation of the City while respecting the necessary responsibilities for checks and balances.
    1. The Mayor shall seek to involve the Council in civic events and celebrations.
i. Take individual responsibility for obtaining the information to learn about the actions and/or processes that occurred in meetings during an individual Councilmember's absence.

Section 6 <u>Agenda Preparation</u>.

6.1 The Mayor will be respectful of Council time by scheduling full and complete meetings and not having Study Sessions when there are insufficient agenda items.

6.2 The City Council desires adequate time to review and research all issues coming before it for consideration and/or action. Therefore, all communications, ordinances, resolutions, contract documents or other matters for Council consideration will be submitted to the City Clerk by 5:00 p.m. Friday, ten days prior to the scheduled Monday Council meeting. Items shall be submitted following agenda guidelines in the form designated by the City Clerk. Items not submitted in time will not be placed on the agenda. However, late items may be placed on the agenda consistent with the Robert's Rules of Order, and pursuant to the procedure below, by passage of a motion to amend the agenda.

a. Any item may be placed on a regular Council meeting agenda, after the agenda is closed and the notice prepared, by the City Administrator, Mayor, or Councilmembers, with an explanation of the necessity, motion and a majority vote of the Council.

6.3 Issues coming before the City Council at regular session for a vote shall first be placed on the agenda of the appropriate Council committee or Council Study Session at the request of the City Administrator, the Mayor, or any two or more Councilmembers for recommendation to the full Council for approval.

6.4 Issues may be placed on the agenda of a City Commission for recommendation, but must go to a Council Committee or Council Study Session prior to being placed on the agenda of a Regular Meeting of the City Council.

6.5 Subject to the Council's right to amend the agenda, no legislative item, which has not been presented by consensus as a forthcoming agenda item by a Council Committee or Study Session shall be voted upon by the Council. Emergency situations (defined as that which would jeopardize the public's immediate physical health, safety, or welfare), would be exempted from this rule or when a majority of the Council votes in favor of placing such an item on the agenda for consideration.

6.6 Only items which receive a consensus approval at a Council Study Session or Council Committee will be placed on an upcoming Regular Council Meeting agenda. Items not receiving a consensus approval will be scheduled for additional discussion at an upcoming Council Study Session or referred back to the appropriate Council Committee for addition information

6.7 Communications not attached to a motion, ordinance, or resolution may be placed on a Council Study Session agenda for discussion and/or referral to a Council Committee, per the Council Rules of Procedure.

6.8 The City Clerk will prepare an agenda packet for each Council meeting specifying the time and place of the meeting, and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review and approval by the City Administrator or designee or the Mayor.

6.9 The agenda bill form will be used for all items submitted for a regular or special Council meeting agenda. Items submitted for a study session agenda will include a cover memo briefly explaining the issue being discussed. Agenda packets will be ready for distribution to the Council by 5:00 p.m. Wednesday, prior to the following Monday's Council meeting.

Council or staff submitting items for the consideration will ensure Councilmembers are provided sufficient information to make decisions. Council shall contact staff prior to the meeting with questions or for assistance in regards to any packet item.

6.10 All Council agenda bills, when applicable, shall include budget amounts, requested expenditure and impact along with the statement of fiscal analysis, and identification of funding source. Item and/or issues containing new appropriations must be submitted to the Finance Committee for recommendation prior to being placed on a council agenda.

6.11 Some agenda items may be listed on the agenda for a time certain. Such listing will mean that an item will be heard as soon as reasonably possible on or about the specified time.

6.12 The City Clerk will prepare and keep current a calendar of agenda items for all Council regular and special meetings and study sessions. The City Clerk will also prepare and keep current a calendar of all Mayor and Council meetings and meetings of the Boards and Commissions of the City of Sumner.

6.13 The City Clerk will endeavor to schedule sufficient time between public hearings and other scheduled items so the public is not kept waiting an excessive amount of time and so the Council will have sufficient time to hear testimony and to deliberate matters among themselves.

6.14 Legally required and advertised public hearings will have a higher priority over other scheduled agenda items which have been scheduled by convenience rather than for statutory or other legal reasons.

6.15 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

6.16 Agendas for Regular Council Meetings should include, when possible, a positive note or celebration of community accomplishments, recognition of staff achievement, or presentation of an award or commendation for the City, an employee, or other official.

Section 7 **Comments, Concerns and Testimony to Council**.

7.1 Persons may provide public comment to the City Council in writing, in person and virtually. ~~addressing the Council (in person or virtually), who are not specifically scheduled on the agenda,~~Any member of the public providing comments to the City Council in person during the meeting will be requested to sign in using their full name and address on the public comment sheet provided. Public attending the meeting virtually who wish to comment will be required to turn on their camera and state their full name and address before beginning their comments. ~~Comments are to be given at the podium area and limited to~~ Members of the public may comment on matters over which the City Council has jurisdiction or are relevant to City business. Each commenter speaking in-person or virtually will have no more than three (3) minutes to speak. No speaker may cede all or any portion of their ~~time~~three minutes to another speaker. Any violation of this rule and subsection 2.1 can result in suspension of that individual's right to provide public comment during the meeting in which the violation occurred.

7.2 The Council may, by a majority vote, limit public comment at any regular council meeting based on the volume of comments anticipated and in the interest of conducting the business of the Council at that meeting in an efficient manner.

~~All remarks will be addressed to the Council as a whole. Anyone who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting. All speakers during public comment, in the discussion, comments, or debate of any matter or issue, shall be courteous in their language and deportment. See Rule 2.1 under Public Comment.~~

7.3~~2~~ No member of the public attending any council meeting, whether virtually or in-person at a council meeting shall be permitted to do any of the following (1) Engage in disorderly, disruptive, disturbing, delaying or boisterous conduct, such as, but not limited to, handclapping, stomping of feet, whistling, making noise, use of profane language or obscene gestures, yelling or similar demonstrations, which conduct substantially interrupts, delays, or disturbs the peace and good order of the proceedings of the council.

The Mayor or Presiding Officer has the authority to preserve order at all meetings of the Council, to cause removal of any person from any meeting for disorderly conduct, to suspend a person's opportunity to speak and/or enforce the Rules of the Council. The Mayor or Presiding Officer may command assistance of any peace officer to enforce all lawful orders of the Mayor or Presiding Officer to restore order at any meeting.

7.4~~3~~ The Mayor or Presiding Officer will acknowledge commenters at the close of their comments and decide on the disposition of their comments/issue, including but not limited to referral of the issue or question(s) to the City Administrator, a particular City Department, Council study session or Committee as deemed appropriate.

7.5~~4~~ No person may use public comment for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Further, any direct mention of a person's candidacy or a ballot proposition shall constitute grounds for immediate suspension of such person's right to speak at that Council meeting.

Section 8 **Motions**.

8.1 Motions shall be clear and concise and not include arguments for the motion within the motion.

8.2 After a motion and a second, the Mayor or Presiding Officer will state the names of the Councilmembers making the motion and second.

8.3 If a motion does not receive a second, it dies. Motions that do not need a second include nominations, withdrawal of a motion, agenda order, request for a roll call vote, and point of order.

8.4 After a motion has been made and seconded, the Council may discuss their opinions on the issue prior to the vote. Public comments may be heard at the discretion of the Mayor when there is a motion and a second on the floor.

8.5 A motion that receives a tie vote on the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money is deemed to have failed. The Mayor shall vote in the case of a tie only with respect to matters other than those stated above.

8.6 When the Council concurs or agrees with an item by consensus that does not require a formal motion, the Mayor or Presiding Officer will summarize the agreement at the conclusion of the discussion.

8.7 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.

8.8 A motion to table is not debatable and requires a second. It shall preclude all amendments or debate of the issue under consideration. If the motion to table prevails, the matter may be taken from the table only by adding it to the agenda of a future regular or special meeting at which time discussion will continue. If an item is tabled, it cannot be reconsidered at the same meeting.

8.9 A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting or at a time certain as established by Council motion at a future regular or special City Council meeting.

8.10 A motion to postpone indefinitely is debatable and is not amendable.

8.11 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. If seven (7) Councilmembers are present, then five (5) must vote in the affirmative to fill the 2/3 requirement. Debate is reopened if the motion fails.

8.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting language in the motion. Councilmembers will contact staff prior to the meeting where the amendment will be considered for assistance in formulating proper amendment language. Councilmembers are responsible for ensuring questions of the legality of the amendments proposed are addressed with the appropriate staff prior to bringing the amendment to Council for consideration. The making of amendments from the floor at the meeting is discouraged unless the timing of the subject legislation requires immediate action.

8.13 Discussion of the motion only occurs after the motion has been moved and seconded.

8.14 The motion maker, Mayor or Presiding Officer, or City Clerk shall repeat the motion prior to voting.

8.15 The City Clerk shall, in random rotation, take a roll call vote, if requested by the Mayor, a Councilmember, or as required by law. No Councilmember shall pass or abstain from voting when called upon to vote.

8.16 At the conclusion of any vote, the Mayor or Presiding Officer or the City Clerk shall announce the results of the vote. The City Clerk may confirm the results.

8.17 When a motion has been passed by Council any Councilmember who voted in the majority may move for reconsideration of the motion. A motion to reconsider is in order only at the meeting where the original motion was passed.

8.18 The City Attorney shall decide all questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these policies and procedures shall be guided by Roberts Rules of Order, current edition. In the event of a conflict, these Council policies and procedures shall prevail.

Section 9 Ordinances.

9.1 All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council unless requested by the City Administrator, Mayor, City Attorney, City staff, Council Committee, or a majority vote of the Council.

9.2 Ordinances will be introduced by an Agenda Bill. The City Clerk shall assign a permanent ordinance number prior to placing the ordinance on the agenda.

9.3 The Mayor or Presiding Officer or City Clerk shall read the title of the ordinance prior to voting.

9.4 The Mayor shall have the power to veto ordinances passed by the Council and submitted to them. Such veto may be overridden by the vote of a supermajority of all Councilmembers. The ordinance shall then become valid notwithstanding the Mayor's veto. If the Mayor fails for ten (10) days to either approve or veto an ordinance, it shall become valid without their approval.

9.5 Upon enactment of the ordinance, the City Clerk shall obtain the signature of the Mayor and City Attorney. After the Mayor's signature, the City Clerk shall sign the ordinance.

9.5 Ordinances, or ordinance summaries, shall be published in the official newspaper as a legal publication in the first possible publication following enactment.

9.6 An ordinance becomes effective five (5) days after the publication of the ordinance or ordinance summary unless otherwise specified.

9.7 Ordinances shall reflect the date of first reading, date of adoption, date of publication, and effective date.

9.8 There shall be one reading of an ordinance prior to any action and adoption by the City, unless a second reading is required by state statute or City code.

9.9 No public comment will be allowed on ordinances of a quasi-judicial matter.

Section 10 <u>Mayor, Deputy Mayor and Presiding Officer</u>.

10.1 The presiding officer at all meetings of the Council shall be the Mayor, and in the absence of the Mayor, the Deputy Mayor shall act in that capacity. If both the Mayor and Deputy Mayor are absent and a quorum is present, the Councilmembers present shall elect one of their members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

10.2 The Presiding Officer shall:

a. Preserve order and decorum in the Council Chambers.
b. Observe and enforce all policies and procedures adopted by the Council.
c. Decide all questions on order, in accordance with these policies and procedures, subject to appeal by any Councilmember.
d. Recognize Councilmembers in the order in which they request the floor.
e. Retain the authority, during Public Comment, to determine whether a speaker's remarks fail to comply with these Rules or exceed the scope of the designated forums, and the presiding officer shall have the authority to suspend such person's opportunity to speak, subject to the Council's privilege to overrule such decision.
f. At the sole discretion of the Presiding Officer, they may call for a recess during any regular or special meeting so long as that recess does not exceed fifteen (15) minutes. The Council may recess during any regular or special meeting for greater than fifteen (15) minutes by a majority vote of the Councilmembers present.

10.3 <u>Challenge to Ruling of Presiding Officer</u>. Notwithstanding anything herein contained, including Robert's Rules of Order, to the contrary, any member of the Council shall have the right and privilege to challenge any ruling of any kind made by the presiding officer at any Council meeting, in which case the approval or disapproval of the ruling of the Presiding Officer shall immediately and without debate or comment be put to a vote of the Council, and the decision of the majority of the members of the Council then present, shall prevail.

Section 11 <u>Council Relations With Staff</u>.

11.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities. Concerns about performance of staff shall be raised to the Mayor or City Administrator.

11.2 City staff shall acknowledge the Council as policymakers, and the Councilmembers shall acknowledge City staff as administering the Council's policies.

11.3 Councilmembers shall not attempt to influence City staff in the selection of, or retention of, personnel, the awarding of contracts, the selection of consultants, the processing of development applications, or the granting of City licenses or permits.

11.4 Councilmembers shall not attempt to interfere with the administration or internal operation and practices of any City department.

11.5 To ensure timely response and any required administrative actions, mail addressed to the Mayor shall be copied and circulated by the City Clerk to all appropriate persons as soon as practicable after it arrives.

11.6 No Councilmember shall direct the City Administrator or staff to initiate any action or prepare any report that is a priority or requires significant resources, or initiate any project or study without the consent of a majority of the Council.

11.7 Individual requests for information can be made directly to the Department Director unless otherwise determined by the City Administrator or Mayor. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Administrator or Mayor.

Section 12 **Council Meeting Staffing**.

12.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Administrator has an excused absence, the designated Acting City Administrator shall attend the meeting.

12.2 The City Attorney shall attend all regular meetings of the Council unless excused by the City Administrator or Mayor and shall, upon request, give an opinion either written or oral, on legal questions. The City Attorney or designee shall act as the Council's parliamentarian. An Acting or Deputy City Attorney may attend meetings when the City Attorney has been excused.

12.3 The City Clerk, or designee, shall attend regular and special, and study session (when required) meetings of the Council, keep the official journal (minutes), and perform such other duties as may be needed for the orderly conduct of the meeting.

Section 13 **Councilmember Attendance At Meetings**.

13.1 If a councilmember is unable to attend a meeting, that Councilmember shall contact the Mayor prior to the meeting and provide the reason for their inability to attend the meeting. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the City Administrator or City Clerk, who shall convey the message to the Mayor.

13.2 At any point following roll call, the Mayor or Presiding Officer shall inform the Council of the Councilmember's absence. Councilmembers shall make a motion to excuse the absent Councilmember. If the motion fails to receive a second, or fails by vote, the absence shall be considered unexcused.

a. RCW 35A.12.060 provides that a Councilmember shall forfeit their office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. Members of the Council may ask to be excused by following the procedure described in this section.

13.3 For purposes of this section, and consistent with the provisions of the Open Public Meetings Act, regular Council meetings and study sessions, are regularly scheduled meetings and shall be considered regular meetings for determining whether a Council position has been vacated. For example, if a Councilmember has three (3) consecutive unexcused absences consisting of two (2) regular Council meetings and an intervening study session in a single month, such a Councilmember will have vacated the position.

13.4 Councilmembers are encouraged to attend all required meetings in-person, but shall have the option to attend any meeting virtually, when necessary, if the alternative to attending virtually would mean the Councilmember would be otherwise absent from the meeting. Councilmembers who intend to attend virtually shall provide advance notice to the Mayor consistent with Rule 13.1. Virtual attendance shall be considered the same as in-person attendance for quorum and voting purposes.

Section 14 Media Representation At Council Meeting.

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

Section 15 Council Representation.

15.1 If a Councilmember represents the City through electronic, social or other media, use of City letterhead, or in any public venue, for the purpose of commenting on an issue, the Councilmember shall state the majority position of the Council. Any individual Councilmember's personal opinions and comments which differ from the Council majority, or which relate to an issue for which the Council has not formally taken a majority position, may be expressed if the Councilmember makes clear that their statements do not represent the Council as a whole.

15.2 Councilmembers shall not speak for, or otherwise represent other Councilmembers' view or position, to the media, or to any another governmental agency or community organization. However, a Councilmember may represent, or speak to, the Council's majority position on any issue for which the Council has formally taken a position, to the media or any other governmental agency or community organization.

Section 16 Confidentiality.

16.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive session to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of executive session when the information is considered to be exempt from disclosure under exemptions set forth in the Revised Code of Washington (RCW).

16.2 If the Council, in executive session, has given direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated City staff representative handling the issue. Prior to discussing the information with anyone other than fellow Councilmembers, the City Attorney or City staff designated by the City Administrator or Mayor, Councilmembers should review such potential discussion with the City Administrator or Mayor. Any Councilmember having any such contact or discussion shall make full disclosure to the City Administrator, Mayor, and/or the City Council in a timely manner.

Section 17 **Conflict of Interest**.

17.1 Mayor and Councilmembers shall not, either directly or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from any source for any matter connected with or related to services as a Councilmember or Mayor.

17.2 Mayor and Councilmembers shall excuse themselves from consideration of any matter before Council in which they have a direct or indirect conflict of interest. If such conflict exists, the conflicted Councilmember or Mayor shall excuse themselves and leave the Council Chambers prior to any briefing, hearing, discussion, or other consideration of the matter. If a Councilmember is concerned that a perceived, but not actual, conflict of interest may exist, that Councilmember is encouraged to consult with the City Attorney to determine whether a voluntary recusal from consideration of that matter is appropriate. Prior to recusal (whether required or voluntary), a Councilmember may announce to the public the reason for the recusal.

Section 18 **Public Records – Technology Use**.

18.1 Public records created or received by the Mayor or any Councilmember should be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Act, Chapter 42.17 RCW. Public records that are duplicates of those received by, or in the possession of the City, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained should be referred to the City Attorney. Councilmembers shall complete Public Records Act training as mandated by law.

18.2 All electronic communications (e-mail, social media, blog etc.) sent or received by a Councilmember from either a City or personal account which are determined to be a Public Record pursuant to state law shall be subject to disclosure.

18.3 Electronic Communications between elected officials of a governing body can implicate the Open Public Meetings Act. If discussing City business with a quorum of fellow Councilmembers via electronic communications, it may constitute a public meeting and all the requirements for a public meeting would have to be met or a violation of the Act could occur. Councilmembers shall complete Open Public Meetings Act training as mandated by law.

18.4 Councilmembers are prohibited from using personal computers and devices to create, edit, store or other similar action, any writing as described in RCW 42.56.010(3) that may be a public record. Councilmembers may use a personal mobile device including smartphone or tablet to access City e-mail, provided that they do not create, edit or store writings on the device. Council also agrees to cooperate with any public disclosure request in which it would be reasonable to search those personally-owned devices for responsive records.

18.5 Councilmembers are required to follow the City's acceptable use policies when using City issued computers and devices. Council shall complete the required annual cyber-security training, as set for the City's acceptable use policies.

18.6 The use of social media to conduct city business, including communicating with constituents, generally constitutes a public record that may be subject to disclosure. All elected officials must follow the City's current elected officials social media policy, as adopted under a separate resolution. The City will provide regular training on the policy and assist with archival.

Section 19 **<u>Deputy Mayor Selection Process and Duties</u>**.

19.1 The Deputy Mayor shall be elected to a one (1) year term at the first Regular Council meeting in January of each year. The Mayor shall conduct the election for the Deputy Mayor as follows:

a. The Mayor shall open the floor for nominations. Nominations do not require a second.

b. At the conclusion of nominations, the Mayor shall ask for a motion and second to close nominations. A majority vote of Council is required.

c. The City Clerk shall conduct a roll call vote. Each Councilmember shall respond with the name of the nominee they wish to vote for. Any nominee receiving a majority vote of the Council shall be declared the winner of the election. In the event of a tie, the Mayor shall cast the tie breaking vote.

19.2 The Mayor shall preside at all meetings of the Council, and in the absence of the Mayor, the Deputy Mayor will act in that capacity, following established procedures and directives provided in Section 10 of the Council Rules for the Mayor. If both the Mayor and Deputy Mayor are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

Section 20 **<u>City Council Committees</u>**.

20.1 The following City Council Committees are formed by City of Sumner Resolution or City Code:

a. Finance/Personnel
b. Public Works

c. Community Development/Parks
d. Public Safety
e. Lodging Tax Advisory Committee

20.2 Membership/Attendance

a. ~~For a~~All committees, other than the Lodging Tax Advisory Committee, shall ~~have a membership~~be comprised of three (3) Councilmembers. A fourth Councilmember will also be appointed to serve as alternate. The Lodging Tax Advisory Committee shall consist of one Councilmember who will serve as the chair.
b. All council committee meetings will be accessible to the public via ZOOM or an equal virtual platform.
c. Councilmembers wishing to attend a meeting of a committee of which they are not a regular member shall provide the Chair of that committee and the City Clerk 48 hours advanced notice of their intent to attend, and will attend in the capacity of an observer only. In accordance with the laws governing Council action, any four (4) Councilmembers participating in the transaction of the official business of a public agency by a governing body including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions, constitutes a quorum of the full Council. A meeting of a quorum of the full Council requires 24-hours public notice and publication of a special Council meeting agenda stating the business to be transacted.
d. If a councilmember is unable to attend a meeting, that Councilmember shall contact the Department Director responsible for the Committee prior to the meeting and provide the reason for their inability to attend the meeting. If the Councilmember is unable to contact the Department Director, the Councilmember shall contact the Mayor, City Administrator or City Clerk, who shall convey the message to the Department Director.
e. A Councilmember shall be removed from an appointed Committee position and replaced by the alternate member upon three (3) consecutive unexcused absences or upon five (5) total unexcused absences in any twelve month period. Removal shall come as a recommendation of the remaining members of the subject Committee and shall be placed on the Council agenda at the next regular council meeting for confirmation by the full Council.
f. Membership of each Committee shall be for a two (2) year term. The City Council shall appoint the members of each Council Committee by the second meeting of each even numbered year. Each Council Committee shall appoint its Chair.
g. Councilmembers may trade committee membership with another Councilmember upon a do pass recommendation of both of the affected committees. The issue will then be placed on the consent agenda of the next available regular Council meeting for confirmation by the full Council.
~~g.~~h. No public comment shall be taken at council committee meetings.

20.3 Committee Work Programs and Agendas

a. Recommendations. The Council Committee shall, with staff support, study issues and make recommendations to the full Council for action. Such recommendations may include a do pass to place the issue on a future regular Council meeting agenda for formal action by the full Council. It may also include a do not pass recommendation, which requires no further Council action. Should the Committee determine that further study of an issue by the full Council prior to taking formal action is warranted; the item will be placed on a future study session agenda for review. These actions will be clearly noted in the Committee minutes.

b. Committee Agendas. Committee agendas shall be prepared at least two (2) business days in advance by the Committee staff in coordination with the Committee Chair and in consultation with the City Administrator or Mayor. Committee agendas shall be distributed to the full Council. If an agenda is not available to the Committee members at least two (2) business days in advance or if there is a lack of Committee business, the Committee meeting shall be cancelled. Staff shall notify the full Council at least 24 hours in advance of the time the meeting is to commence. Notice of the cancellation shall also be posted for the public. Should a Councilmember wish to submit an item to a Committee agenda, they shall coordinate with the Committee Chair to do so. The Chair shall coordinate with the staff liaison for inclusion of such items.

Section 21 Appointments To Regional Organizations.

21.1 Appointments to regional bodies, Ad Hoc community committees or other special committees outside the City auspices may be made in two ways: 1) the regional committee may request recommendations for ultimate appointment by the regional committee; or 2) the City may make direct appointment to a regional committee when asked to do so by that body.

a. Any Councilmember may express an interest in a particular subject and interest in serving on a particular regional body.
b. Council Committee membership shall not limit a Councilmember's interest in serving on a particular regional body.
c. When a regional body requests membership recommendations where the regional body makes the final appointment, the Mayor shall ask Councilmembers to state their interest for appointment. All names shall be submitted by the Mayor to the regional body which will then make the appointment(s) subject to confirmation by the Council.
d. When the Council has the authority to make direct appointment to a regional committee, discussion shall take place with the full Council to determine interest. The Mayor or Councilmember receiving a majority vote will represent the City on that regional body.
e. Changes in representation to regional committees where the Council has the authority to make a direct appointment shall also be determined through full Council discussion and majority vote of the Council.
f. For the purpose of appointing or reappointing Council members to authorized regional committee assignments (PCRC, RCC, SS911 etc.), the City Council shall appoint the members of each regional committee by the second meeting of each even numbered year.
g. If a councilmember is unable to attend a meeting, that Councilmember shall contact the Mayor prior to the meeting and provide the reason for their inability to attend the meeting. If the Councilmember is unable to contact the Mayor, the

Councilmember shall contact the City Administrator or City Clerk, who shall convey the message to the Mayor.

21.2 When the Mayor and/or Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternative voting delegate(s) during a public meeting, by a majority vote. When possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

Section 22 **Suspension and Amendment of Rules**.

22.1 Any provision of these rules not governed by State law or ordinance may be temporarily suspended upon proper motion and second and a majority vote of the Council.

22.2 Amendments to Rules. Amendments to these rules shall be made by resolution of the Council, which must be laid over at least one week, and may then be made by a majority vote of the membership of the City Council. After such proposed amendments have been laid over for one week, they may be amended, added to, or deleted, and adopted at the same or a subsequent session of the Council.

Section 23 **Decorum and Debate**.

23.1 The City Council has power under general State law to impose punishment on its members, short of removal from office, for violation of State law or Council rules. When a decorum-related measure is presented for consideration to the Council, the Mayor shall recognize the appropriate individual to present the matter. When two or more Councilmembers wish to speak, the Mayor shall name the Councilmember who is to speak first. No member of the Council shall interrupt another while speaking except to make a point of order or privilege. No Councilmember shall be permitted to use derogatory or demeaning language when speaking to or about another Councilmember or member of the public.

23.2 If a Councilmember is violating the Rules of the Council, the Mayor or any Councilmember may call them to order, in which case they shall immediately be quiet. However, that Councilmember may appeal the ruling of the Mayor to the entire council. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the Councilmember called to order, they shall be allowed to proceed. If the decision is not in favor of the Councilmember called to order, they shall not proceed or continue in the action which has been determined to be out of order.

23.3 By vote of the majority of the Council, sanctions for violating the Council Rules may include any of the following:

a. a verbal admonition,
b. a written reprimand,
c. censure,
d. expulsion from the meeting; and/or
e. removal of a Councilmember from appointed Council Committee(s) or Chair positions or removal of intergovernmental duties.

Section 24 Council Vacancies.

24.1 A Council position shall be officially declared vacant upon the occurrence of the causes of vacancy set forth in RCW 35A.12, Council Rule Section 13, or resignation, recall, forfeiture, written intent to resign, or death of a Councilmember.

24.2 In the occurrence of a vacancy, the Mayor or Council will direct staff to begin the appointment process and establish an application, interview, and appointment schedule. The Council has 90 days to fill the vacancy, after which time it will be filled by the Pierce County Council.

a. Council may request additional public processes other than those delineated here, such as open houses, forums etc. as long as they are properly noticed and open to all members of the public.

24.3 The Councilmember who is vacating their position cannot participate in the appointment process.

24.4 Staff will advertise for the open position electronically, advise newspapers and other forms of media as appropriate, and post notices at City Hall. Applications will be due 30 days from the date the application is made available.

a. Staff will prepare an application form which requests appropriate information for City Council consideration of the applicants. Applicants will be asked to submit a completed application, supplemental questions, and a resume. Endorsements, letters of reference or other materials will not be accepted.

b. Completed applications and supplemental materials received by the deadline will be copied and circulated to the Mayor and Council. Applications will be posted electronically following PDC rules for disclosure.

c. At the close of the application period, all timely applications will be reviewed by the City Clerk for completion and qualification. Interested candidates that submit an incomplete application, or that do not meet the minimum legal qualifications to be appointed, will not be considered. Staff shall notify the candidate of their disqualification accordingly.

24.5 Interviews will occur at the first available Study Session following the close of the application period, unless a special meeting needs to be called to avoid expiration of the 90 day appointment timeframe, or to avoid conflicting with other time sensitive policy issues. For efficiency, interviews may be recorded in advance and presented during the Study Session. The City Clerk shall establish the order of the interviews/presentation by random draw at the beginning of the Study Session.

a. In an effort to preserve a fair interview process, if the interviews are in person (not pre-recorded), applicants not being interviewed may be asked to temporarily leave the meeting while they are not being interviewed, but are not required to do so.

b. Following each applicant interview, Councilmembers may ask follow-up clarifying questions. Clarifying questions will be limited to three (3) minutes per applicant.

24.6 The voting process will occur at the next available Regular Council Meeting following the interviews, unless the interviews and voting need to occur at the same special meeting to avoid expiration of the 90 day appointment timeframe. At the start of the meeting, the Mayor will call for nominations from Councilmembers for the purposes of creating a ballot. Each councilmember may make one nomination. No second is needed. Nominations are closed by motion, second, and a majority vote of the Council.

24.7 At the close of the nominations, the Mayor may accept public comment related to the final nominees. Public comment shall be limited to two (2) minutes.

24.8 Voting will occur in public by roll-call vote. Upon hearing their name, each Councilmember shall vote by saying the name of the nominee they wish to appoint. Any applicant receiving a majority vote of the sitting Council members shall be declared the winner. Nominees receiving the least amount of votes shall be dismissed from future rounds of voting. The Council may vote as many times as necessary to obtain a majority vote. In the case of a tie between final two nominees, the Mayor will cast the deciding vote.

a. At any time in the process, the Council may recess to executive session for the limited purpose of discussing the qualifications of the candidates in accordance with state law. This may be requested by any Councilmember. No voting or straw polls may be taken in executive session.

b. The Council may move to postpone the election to a date certain if a majority vote is not received.

24.9 The Mayor shall declare the candidate receiving the majority vote as the new Councilmember, to be sworn into office and seated at the next regular Council meeting.

24.10 Any deviation from this procedure shall be by motion and shall require a second and majority vote of the Council.

Section 25 Service Animals.

The City will accommodate any individual that requires the assistance of a Service Animal, as that term is defined by RCW 49.60.040, at all City meetings subject to the Open Public Meetings Act. The Mayor may request the removal of any service animal that is not under the control of its handler or otherwise engages in a behavior or generates noise that is disruptive to the orderly conduct of the public meeting, or if the service animal displays a behavior that threatens the health or safety of any member of the public in attendance at the meeting. Animals that do not qualify under the state definition of Service Animal are not permitted.

Section 26 Repealer.

Resolution No. 1624~~575~~, adopted Play~~rch~~ ~~15~~2, 202~~1~~2, is hereby repealed and replaced in its entirety.

Section 2~~6~~7 **Severability.**

If a section, subsection, paragraph, sentence, clause, or phrase of this resolution 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 resolution shall control.

Section 28~~7~~ **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 29~~8~~ **Effective Date.**

This resolution shall become effective immediately upon adoption.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 19th day of August 2024.

Mayor Kathy Hayden

ATTEST: **APPROVED AS TO FORM:**

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-344

SUBJECT: Kondratyuk Property Acquisition Purchase and Sale Agreement Approval **CATEGORY:** Consent

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

ATTACHMENTS:
1. Kondratyuk Property Acquisition Purchase and Sale Agreement

STAFF CONTACT: Michael Kosa, Public Works Director

SUMMARY BACKGROUND:
In support of the White River levy setback project, the City is acquiring the properties along 16th St. E. Parcel no. 0420018006 has accepted the City's offer to purchase its property for $550,000 - a purchase negotiated in accordance with WSDOT and federal standards by the City's consultant Tierra Right of Way. After this purchase, the City will have one remaining parcel left to acquire.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 8/6/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Motion to approve the purchase of the Kondratyuk property and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **RAISA P. KONDRATYUK**, a single woman, as her separate estate (hereinafter "Seller") and the **CITY OF SUMNER**, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

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

1. The Property. Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 0420018006 and legally described on the attached **Exhibit A (the Property).**

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

3. Purchase Price and Payment. The total purchase price for the Property (hereinafter "Purchase Price") is Five Hundred Fifty Thousand dollars and NO/100 ($550,000.00) and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.

4. Conveyance of Title. Seller shall convey title to the Property legally described on the attached Exhibit A to Purchaser by Statutory Warranty Deed (hereinafter "Deed").

5. Closing; Possession. Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than ***August 30, 2024***. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described on the attached Exhibit A as of the Closing Date.

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

7. Risk of Loss. Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore the Property nor pay damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to Section 10 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall be effective immediately; provided, however, that Purchaser may elect to purchase the

Property in the condition then existing; provided that, Purchaser delivers notice of such election pursuant to Section 10 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 8.

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

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

PURCHASER	SELLER
City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390	Raisa P. Kondratyuk 14317 16th St. E. Sumner, WA 98390

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

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

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

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

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

14. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

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

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

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

PURCHASER'S SIGNATURE PAGE

Approved as to legal form only:

____________________________________ Date:____________________

Andrea Marquez
City Attorney

Final Action:

____________________________________ Date:____________________

Kathy Hayden
Mayor

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this _____ day of ____________________ before me personally appeared Kathy Hayden to me known to be the duly elected and qualified Mayor of the City of Sumner, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that she was authorized to execute said instrument by resolution of the Mayor of said City, and that the seal affixed is the official seal of said City.

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

(SEAL) ____

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

My commission expires ___________________

SELLER'S SIGNATURE PAGE

______________________________________ Date:____________________

Raisa P. Kondratyuk

STATE OF WASHINGTON)
) ss.
COUNTY OF______________)

I the undersigned, a Notary Public, do hereby certify that on this _____day of______, 2024, personally appeared before me Raisa P. Kondratyuk, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed 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 in this certificate above written.

____

Notary Public in and for the State of _______,

(Notary Seal)

Printed Name:_________________________

Residing at___________________________

My commission expires_________________

Exhibit A
Legal of Property

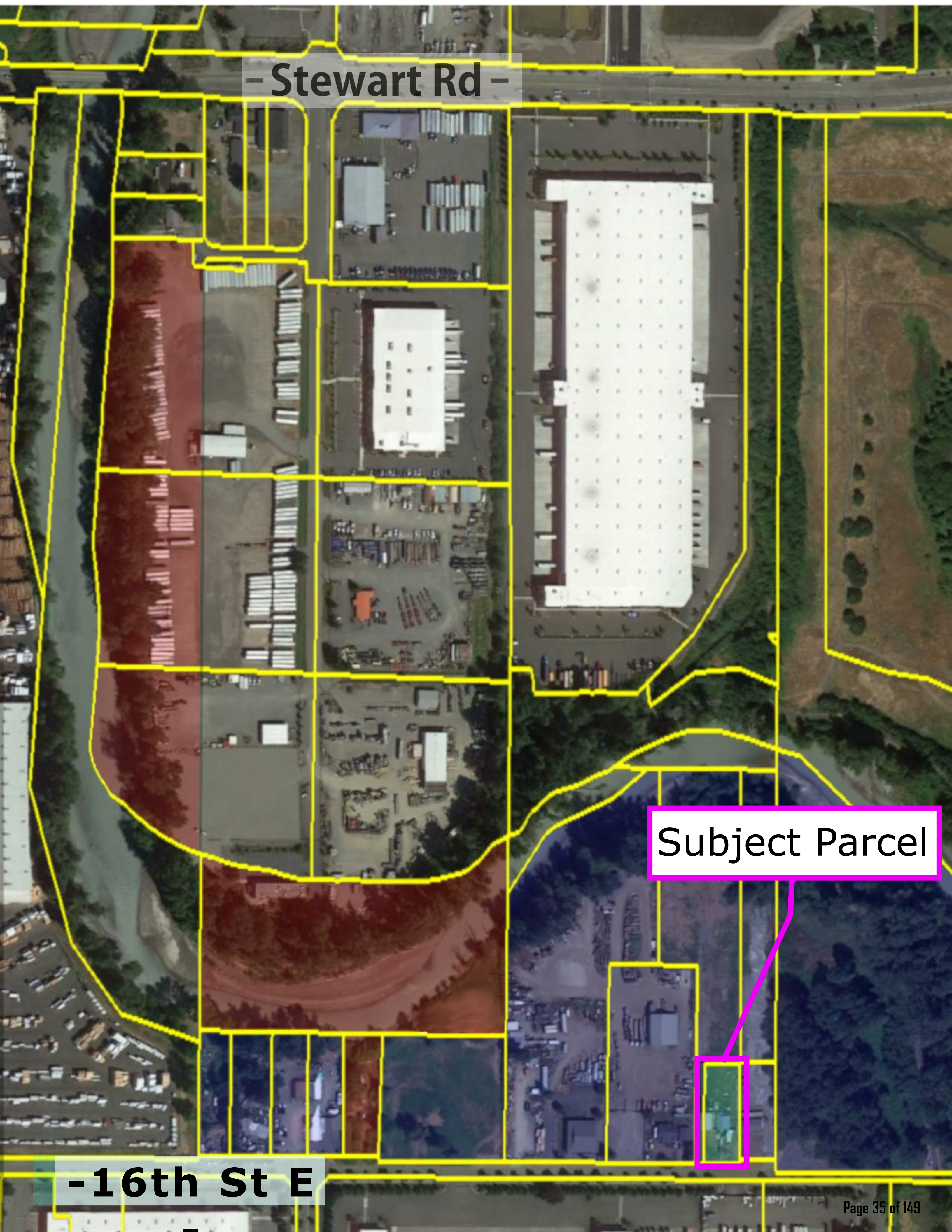
PARCEL 0420018006

LOT 1 OF SHORT PLAT NO. 74-40, ACCORDING TO PLAT RECORDED DECEMBER 2, 1974, IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE NORTH 240.00 FEET THEREOF;

(ALSO KNOWN AS PARCEL B OF RECORD OF SURVEY FOR LOT LINE REVISION NO. PLN2007-00015, RECORDED DECEMBER 20, 2007 UNDER RECORDING NO. 200712205006, IN THE OFFICIAL RECORDS OF PIERCE COUNTY, WASHINGTON).

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.


- Stewart Rd -
Subject Parcel
-16th St E

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-414

SUBJECT: Sumner Texaco Heritage Park Remediation - Dept of Ecology Voluntary Cleanup Program Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: $25,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Heritage Park Department of Ecology Voluntary Cleanup Program Agreement

STAFF CONTACT: Alisa O'Haver-Ayala , Deputy Public Works Director

SUMMARY BACKGROUND:

The City of Sumner owns the property at 914 Kincaid Avenue, Sumner WA known as the "Former Sumner Texaco Property" also known as Reuben A. Knoblauch Heritage Park. The site is on the Department of Ecology's Confirmed Contaminated Sites List under Site ID 8200. The City desires to undertake a voluntary cleanup for the subject property with the intent to obtain a No Further Action letter from the Washington State Department of Ecology.

To submit the Voluntary Cleanup Program (VCP) Application, a Voluntary Cleanup Program (VCP) Agreement must be signed that commits the City to pay the Department of Ecology the informal site-specific technical consultations requested by the City.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 8/6/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion approving and authorizing the Mayor or her designee to execute the VCP Agreement for submittal to the Department of Ecology.

Voluntary Cleanup Program Agreement

Washington State Department of Ecology - Toxics Cleanup Program

For completion by Ecology only	Facility/Site Name: Facility/Site No.: VCP Project No.:

Instructions

Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page, and sign the Agreement on the third page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the Washington State Department of Ecology (Ecology) and City of Sumner (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address:
914 Kincaid Avenue, Sumner, WA 98390 .

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), chapter 70A.305 RCW, and its implementing regulations, chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or chapter 173-340 WAC, then that definition shall govern.

Services Provided by Ecology

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70A.305.170, any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

Payment for Services by Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold any requested opinions and notify the Customer by certified mail that the debt is past due.

If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under chapter 19.16 RCW. The Customer agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70A.305.040(4). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Customer. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

Termination of Agreement

Either party may terminate this Agreement without cause by sending written notice by email or U.S. mail to the other party. The effective date of termination shall be the date Ecology sends notice to the Customer or the date Ecology receives notice from the Customer, whichever occurs first. Unless otherwise directed, issuance of a No Further Action opinion, either for the Site as a whole or for a portion of the real property located within the Site, shall constitute notice of termination by Ecology.

Under this Agreement, the Customer is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

Representations and Signatures

The undersigned representative of the Customer hereby certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Customer to comply with the Agreement.

Washington State Department of Ecology

Signature

Printed name

Section Manager, TCP

Date

Customer signatory

Signature

Printed name of signatory

Title of signatory

Date

If you need this publication in an alternative format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing impairment can call 711 for Washington Relay Service. Persons with a speech disability may call 877-833-6341.

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-420

SUBJECT: Services Agreement for Senior Center Management with Stafford Suites **CATEGORY:** Consent

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

ATTACHMENTS:
1. 2024 Stafford Suites Agreement

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
Stafford Suites has been operating the day-to-day aspects of the Sumner Senior Center for over ten years. Their previous services agreement with the City expired December 31, 2023, and staff has been working with Stafford Management to update the agreement for over a year. This new contract establishes a change in service levels provided by the City. Previously, Sumner provided Information Technology equipment and support for Stafford employees working at the Senior Center. This updated agreement changes that relationship by shifting all operational responsibilities to Stafford Suites. Sumner will be responsible for the physical building, landscaping and utilities.
The proposed agreement is for a three-year term at Twenty Five Thousand dollars per month. The contract terms will be prorated back to January 1, 2024.

COUNCIL COMMITTEE/STUDY SESSION: **Finance and Personnel**
MEETING/STUDY SESSION DATE: 8/8/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Stafford Suites for Senior Center Management, substantially in a form approved by the City Attorney.

AGREEMENT BETWEEN THE CITY OF SUMNER AND STAFFORD SUITES, LLC FOR SENIOR CENTER SERVICES

This Agreement is made and entered into on this ___ day of _______________, 2024(the "Execution Date"), by and between the City of Sumner (hereinafter the "City") and Stafford Suites, LLC, a Washington limited liability company (hereinafter "Stafford") (collectively the "Parties") . Stafford's principal place of business is currently located at 15519 62nd Street Court East, Sumner, WA 98390.

WHEREAS, the Parties have collaboratively provided services to seniors residing in Sumner and other nearby cities at a senior center located at 15506 62nd Street Court East, Sumner, WA 98390 (the "Senior Center") through a mutually beneficial contractual arrangement that commenced in 2012; and

WHEREAS, such services include coordinated meal services, scheduled outings, and on site activities at the Senior Center; and

WHEREAS, Stafford has coordinated, and continues to coordinate many positive events and valuable medical classes and clinics to the benefit of the seniors in attendance; and

WHEREAS¸ the Parties desire to continue providing Stafford's senior related services to Sumner and nearby city residents; and

WHEREAS¸ the Parties agree that the City will engage Stafford to oversee the day to day operations at the Senior Center; and

WHEREAS, the services previously provided by the City at the Senior Center, and which are now proposed to be overseen by Stafford, assist and benefit those identified under state law as the poor and the infirm; and

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. **<u>Senior Center Services</u>**.

(a) The City does hereby engage Stafford and Stafford does hereby accept the engagement by the City to oversee the day to day operations at the Senior Center and in connection therewith Stafford shall provide the services described on Exhibit A hereto (the "Senior Center Services").

(b) The Senior Center shall be open to the public Monday through Friday from generally 8:00 a.m. to 4:00 p.m. excluding those state and/or federal holidays on which the offices of the City of Sumner are closed for business.

(c) The parties recognize that evening and weekend activities may be scheduled outside of these normal operating hours, however, these evening and weekend activities shall be an addition to the normal operating hours listed above and not be treated as an off-set or substitute.

2. Employee Supervision and Independent Contractor.

(a) The Parties intend that Stafford shall be an independent contractor in providing the Senior Center Services and accordingly that Stafford has the sole ability and responsibility to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. Stafford shall be solely responsible for the payment of salaries and/or benefits of its employees engaged in the provision of the Senior Center Services and in complying with all laws, rules, and regulations governing such payments.

(b) Stafford shall require and ensure all employees associated with the services to be performed under the terms of this Agreement pass all required background checks, including but not limited, to background checks under the Child and Adult Abuse Information Act.

(c) Stafford agrees that in the event any off site activities are included in the Senior Center Services, Stafford shall, at its sole cost and expense, use a Stafford bus/van to transport the participants engaged in that activity. In furtherance of the foregoing, Stafford shall, at its sole cost and expense, maintain the bus/van in good condition and repair, ordinary and wear and tear excepted.

(d) Stafford agrees that they will provide television service to the Senior Center . They will be solely responsible for the operations and maintenance of this service. Stafford will also supply all necessary television equipment.

(e) Stafford agrees to provide and support all information technology needs of the Center including but not limited to computers, copiers, internet service, telephones, networking equipment, printers and software licenses.

3. City Rights and Responsibilities.

(a) The Senior Center shall be used by Stafford solely for the provision of the Senior Center Services. The City reserves the right to use the Senior Center for other activities and by other entities so long as those activities do not interfere with the day to day operation of the Senior Center and the provision of the Senior Center Services in accordance with the terms of this Agreement.

(b) The City further agrees to maintain, repair, and, if and as deemed necessary in the sole discretion of the City, replace, the real property, including the landscaping and parking lot, furniture, fixtures, kitchen equipment and cookware comprising the Senior Center, subject to the City's right to seek indemnity with respect to the cost thereof, if applicable, pursuant to Section 7 below.

(c) The City shall maintain in full force and effect, and shall fulfill as and when due all of its obligations under, the contract with Catholic Community Services for the provision of meal services at the Senior Center.

(d) The City shall continue to pay alarm monitoring and all utilities (identified as water, sewer, storm sewer, gas, electric, refuse and recycle) related to the ownership and/or operation of the Senior Center.

(e) When available, the City shall provide used computers for the Senior Center's computer lab as deemed necessary.

(f) The City shall continue to publish Senior Center events and newsletters on the City's website.

4. Compensation.

(a) In consideration for the provision of the Senior Center Services, the City shall pay Stafford Twenty Five Thousand and 0/100 dollars ($25,000) per month during the Term (as defined below) (the "Services Fee"). Each January thereafter for the entire duration of the Term, if not earlier terminated as described below, the Services Fee shall increase annually at a rate of 95% of the annual All Urban Consumer Price Index (CPI-U) for the Seattle-Tacoma area for June over June rounded up to the nearest Fifty Dollars ($50). The Services Fee shall be due quarterly and payable by the 10th day of the first month of each quarter and if not paid when due shall be subject to a late fee of 1% per month (the "Overdue Rate") from the date due to the date paid in full.

(b) The Services Fee shall be prorated in the event the Term commences other than on the first day of a month or terminates other than on the last day of a month.

(c) In consideration for the payment of the Services Fee, except for those costs and expenses for which the City has specifically agreed to remain responsible pursuant to Sections 3 and 6 hereof, Stafford shall be responsible for, and shall indemnify the City from, all of the costs and expenses related to the provision of the Senior Center Services including, but not limited to, all employee wages, benefits and related taxes and the cost of all office supplies.

5. Term.

(a) Unless earlier terminated as provided herein or unless extended as provided herein the initial term of this Agreement (the "Initial Term") shall commence on January 1, 2024 (the "Commencement Date") and continue for three (3) years therefrom.

(b) Upon mutual written agreement of the Parties, the Initial Term of this Agreement can be extended for an additional three year period (the "Renewal Term" and together with the Initial Term, the "Term").

(c) Notwithstanding the foregoing, the Term of this Agreement may be earlier terminated by either party without cause upon sixty (60) days written notice of termination to the non-terminating party which notice shall set forth the termination date.

(d) Further, this Agreement may be terminated by either party (the "non-defaulting party") on written notice to the other (the "defaulting party") in the event of a breach by the defaulting party of its obligations under this Agreement, which is not cured within ten (10) days in the case of a monetary breach or thirty (30) days in the case of a non-monetary breach setting forth in reasonable detail the nature of such breach; provided, however, in the case of a non-monetary breach which cannot reasonably and in good faith be cured within thirty (30) days, the defaulting party shall have an additional period of thirty (30) days in which to cure its breach provided the defaulting party commences the cure within the initial thirty (30) day cure period and diligently prosecutes the same to completion.

6. Insurance Requirements.

Stafford shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Stafford, their agents, representatives, employees or subcontractors.

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

(a) Minimum Scope of Insurance. Stafford shall obtain insurance of the types (and coverage amounts) described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, products completed operations, stop gap liability, independent contractors and personal injury and advertising injury. The City shall be named as an insured under Stafford's Commercial General Liability insurance policy with respect to the work performed for the City.

3. A General Liability insurance policy with a claims made form, with equivalent coverage, shall be accepted if its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by Stafford for 36 months following the termination of this Agreement, and Stafford shall annually provide the City with proof of renewal. In the event the claims made coverage is not renewed, then Stafford shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed. In the event that the claims made coverage is not renewed and, as a result, it becomes necessary for Stafford to purchase the tail pursuant to this Section, then Stafford and the City shall negotiate in good faith with respect to the allocation of responsibility for the payment of the cost thereof.

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

(b) Minimum Amounts of Insurance. Stafford shall maintain the following insurance limits related to the following types of insurance:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

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

(c) Other Insurance Provision. Stafford's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Stafford's insurance and shall not contribute with it.

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

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

(f) Subcontractors. Stafford shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices if approved by the City pursuant to Section 10.

(g) Notice of Cancellation. Stafford shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

(i) Property Insurance

1. The City shall purchase and maintain property insurance on the Senior Center building and City owned contents. Stafford shall be responsible for and purchase and maintain property insurance covering the full value of Stafford's property and improvements with no coinsurance provisions. Each party will be responsible for any deductibles under the property insurance so maintained by it and each party will provide to the other evidence of their respective required insurance coverage.

2. Stafford and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

7. Indemnification.

(a) The City shall protect, defend, indemnify, and save harmless Stafford, its officers, agents and employees acting in their official capacity or course of employment, from any and all costs including reasonable attorney fees, claims, judgments, and/or awards of damages, arising out of or in any way resulting from either the negligent acts or omissions of the City, its officers, employers and/or agents pursuant to this Agreement. For this purpose, the City, by mutual negotiation with Stafford, hereby waives, as respects Stafford only, any immunity that would otherwise be available against such claims under the Industrial Insurance Provisions of Title 51 RCW. In the event Stafford incurs any judgment, award and/or cost arising therefrom, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City. The City's obligations under this Section 7(a) may be satisfied by any defense or coverage afforded under the terms of any insurance maintained by the City whether pursuant to the terms of this Agreement or otherwise.

(b) Stafford shall protect, defend, indemnify, and save harmless the City, its officers, agents and employees acting in their official capacity or course of employment, from any and all costs including reasonable attorney fees, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Stafford, its officers, employers and/or agents pursuant to this Agreement. Stafford agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Stafford, by mutual negotiation with the City, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance Provisions of Title 51 RCW. In the event the City incurs any judgment, award and/or cost arising therefrom, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Stafford. Stafford's obligations under this Section 7(b) may be satisfied by any defense or coverage afforded under the terms of any insurance maintained by Stafford whether pursuant to the terms of this Agreement or otherwise.

(c) The provisions of this section shall survive the expiration or termination of this Agreement.

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

9. Compliance with Laws. In connection with the provision of the Senior Center Services, Stafford agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable thereto.

10. Assignment. Any assignment of this Agreement by either party, which for purposes hereof shall include the use of any subcontractors by Stafford to perform the obligations imposed on it under this Agreement, without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

11. Resolution of Disputes and Governing Law.

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

(b) This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method is as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to mediation and/or arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit either party's right to indemnification under Section 7 of this Agreement.

12. Modification. No change, alteration, modification or addition to this Agreement will be effective unless it is in writing and properly signed by the parties hereto.

13. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision, and the parties shall agree to either negotiate a replacement to such void provision or otherwise terminate this agreement.

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

15. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

16. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

17. Concurrent Originals. This Agreement may be signed in counterpart originals, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

18. Entire Agreement. This Agreement is the complete expression of the terms hereto and any oral, written, or other representations or understanding not incorporated herein are excluded.

19. Ratification and Confirmation. Any acts consistent with the authority granted to the parties hereunder and taken prior to the Execution Date are hereby ratified and confirmed.

IN WITNESS, the parties below execute this Agreement, which shall become effective as of the Execution Date.

STAFFORD SUITES:	**CITY OF SUMNER:**
By:____________________ *(signature)* Print Name:________________ Its____________________ *(Title)* DATE:__________________	By:____________________ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:__________________ By:____________________ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* DATE:__________________ Attest: Approved as to form: ______________ ______________ City Clerk Michelle Converse City Attorney Andrea Marquez DATE: DATE:
NOTICES TO BE SENT TO: **Stafford Suites**	**NOTICES TO BE SENT TO:** **CITY OF SUMNER:**

Tina Pries Stafford Suites, LLC 15519 62nd Street Court East Sumner, WA 98390 253.862.1818 (telephone) 253.862.5464 (facsimile)	City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390 253.299.5500 (telephone) 253.299.5509 (facsimile)

Exhibit A

STAFFORD PROVIDED SERVICES AND RESPONSIBILITIES[1]

With input from the City, develop the goals of the Senior Center which shall include maximizing the benefits and resources offered by the Senior Center.

Develop a schedule of programs and activities to be offered at the Senior Center which are designed to achieve the goals of the Senior Center; provided, however, in no event shall the programs and activities offered at the Senior Center during the Term of this Agreement be less than what is being offered by the City as of the Execution Date.

Hire and manage the staff necessary to effectively operate the Senior Center including, but not limited to, an on-site Director, a full-time Activity Assistant and a bus driver as needed for scheduled outings.

Create, review and/or modify all policies and procedures required for the effective operation of the Senior Center.

Monitor customer satisfaction and take such steps as may be deemed necessary and appropriate by Stafford to maintain and/or improve, as applicable, customer satisfaction and provide a written report as requested by the City.

Coordinate the services offered at the Senior Center with City-contracted vendors.

Coordinate meal services provided by Catholic Community Services.

Provide housekeeping services and supplies necessary to maintain the cleanliness of the Senior Center.

Identify and promptly notify the City of any maintenance requirements and/or needed capital improvements to the Senior Center.

[1] The Senior Center Services contained in this list are not exclusive, and may be modified by mutual agreement of the Parties in writing from time to time.

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-270

SUBJECT: Resolution No. 1696 - City Hall Solar Panel Grant Acceptance **CATEGORY:** Consent

BUDGET IMPACT: None

ATTACHMENTS:
1. Resolution No. 1696 -City Hall Solar Panel Grant Acceptance

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:
As part of efforts to fully fund the installation of Solar Panels on the City Hall Building, the City applied for grant funding from the Washington Department of Commerce that is funded by the Climate Commitment Act. The city was awarded our full request of $272,000.

Funds are expected to be spent between Fall 2024 and Spring 2025.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 8/6/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor to enter into agreement with the Washington State Department of Commerce to receive grant funding in the amount of $272,000 for the City Hall Solar Panel Project, substantially in a form approved by the City Attorney.

RESOLUTION NO. 1696

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A GRANT FROM WASHINTON STATE DEPARTMENT OF COMMERCE

WHEREAS, the city of Sumner applied for a Clean Energy Retrofit and Solar Power for Public Buildings Grant for the Sumner City Hall Building; and

WHEREAS, Department of Commerce awarded the City a grant of $272,000 towards the City Hall Solar Panel project; and

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

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

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Clean Energy Retrofit and Solar Power for Public Buildings Grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this _______________________.

____
Kathy Hayden, Mayor

Attest:

____
Michelle Converse, City Clerk

Approved as to form:

____
Andrea J. Marquez, City Attorney

Interagency Agreement with

City of Sumner

through

Clean Energy Grants 2024

Energy Retrofits and Solar Power for Public Buildings

Contract Number:
24-92601-133

For

City Hall Solar Panels

Dated: Thursday, August 1, 2024

Table of Contents

Face Sheet

Contract Number: 24-92601-133

Washington State Department of Commerce
Energy Division
Energy Program in Communities Unit
Energy Retrofits and Solar Power for Public Buildings

<table>
<tr><td colspan="2">1. Contractor
City of Sumner
1104 Maple St
Sumner, WA 98390</td><td colspan="3">2. Contractor Doing Business As (as applicable)</td></tr>
<tr><td colspan="2">3. Contractor Representative
Drew McCarty
Engineering Specialist
253-569-0664
drewm@sumnerwa.gov</td><td colspan="3">4. COMMERCE Representative
Paul Larsen
Solar Program Manager
360-725-2748
paul.larsen@commerce.wa.gov
PO Box 42525
1011 Plum St SE
Olympia, WA 98504-2525</td></tr>
<tr><td>5. Contract Amount
$272,000.00</td><td colspan="2">6. Funding Source
Federal: ☐ State: ☒ Other: ☐ N/A: ☐</td><td>7. Start Date
8/01/2024</td><td>8. End Date
03/31/2026</td></tr>
<tr><td colspan="2">9. Federal Funds (as applicable)
N/A</td><td colspan="2">Federal Agency:
N/A</td><td><u>ALN</u>
N/A</td></tr>
<tr><td>10. Tax ID #
N/A</td><td>11. SWV #
SWV0007719-00</td><td colspan="2">12. UBI #
277-000-014</td><td>13. UEI #
N/A</td></tr>
<tr><td colspan="5">14. Contract Purpose
This project will furnish and install a solar Photovoltaic (PV) system rated for 71.81 kW DC / 50 kW AC at standard test conditions at the Sumner City Hall building.</td></tr>
<tr><td colspan="5">COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” –Reporting, Attachment “D” - Proviso</td></tr>
<tr><td colspan="2">FOR CONTRACTOR

____
Kathy Hayden, Mayor

____
Date</td><td colspan="3">FOR COMMERCE

____
Michael Furze, Assistant Director, Energy Division

____
Date

APPROVED AS TO FORM ONLY
BY ASSISTANT ATTORNEY GENERAL
APPROVAL ON FILE</td></tr>
</table>

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

CLIENT INFORMATION	
Legal Name:	City of Sumner
Agreement Number:	24-92601-133
Award Year:	2024
State Wide Vendor Number:	SWV0007719-00

PROJECT INFORMATION	
Project Title:	City Hall Solar Panels
Project Address:	1104 Maple Street
Project City:	Sumner
Project State:	WA
Project Zip Code:	98390

GRANT INFORMATION	
Grant Amount:	$272,000.00
Non-State Match (1:X)	$0.00
Type of Match Accepted:	N/A
Earliest Date for Reimbursement:	8/01/2024
Time of Performance:	8/01/2024 to 03/31/2026

Program Specific Terms and Conditions

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONs, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. **BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)**

   COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

   The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

   The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

   The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

   COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

   However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor’s control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

   Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

   COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

   No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

   Invoices and End of Fiscal Year
   Invoices are due on the 20th of the month following the provision of services.

   Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

   The contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

2. SUBCONTRACTING (Replaces General Terms and Conditions #15 Subcontracting)

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.
Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

All reference to the Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

3. PREVAILING WAGE LAW

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

4. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act

5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CAA funding through a generally visible decal.

6. OWNERSHIP (Replaces General Terms and Conditions #20 Treatment of Assets)

Ownership of all assets reimbursable under this contract shall pass to the City upon Commerce's confirmation installation is complete.

Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed $272,000.00, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

~~Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed $0, which amount is included in the Contract total above.~~

~~Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.~~

4. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)

~~COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.~~

~~The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number ______. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.~~

~~COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.~~

~~No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.~~

~~Invoices and End of Fiscal Year~~

~~Invoices are due on the 20th of the month following the provision of services.~~

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

~~Duplication of Billed Costs~~

~~The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.~~

~~Disallowed Costs~~

~~The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.~~

~~COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).~~

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The

Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #2 Subcontracting)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS (Replaced by Program Specific Terms and Conditions #6 Ownership)

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

~~**A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~

~~**B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.~~

~~**C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~

~~**D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.~~

~~**E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.~~

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Scope of Work: Basic Info

Project Name: City Hall Solar Panels

Site Address: 1104 Maple Street Sumner, WA 98390

Serving electric utility: PSE

System Size

Solar array size (kW DC): 71.81kW DC
Solar array size (kW AC): 50kW AC

Mounting Type

☐ Ground	☒ Roof	☐ Canopy

Major Components: List major equipment to be installed across all project sites.

Quantity	Make and Model	Equipment
167	QTron 430W photovoltaic modules	Solar modules
1	Solar Edge 208V 3-phase inverter	Inverters
167	Solar Edge rapid shutdown compliant devices	Module level power electronics
1	Iron Ridge Flush Mount Racking system with roof attachments for composition shingle	Racking

Permits Required

☒ Electrical	☒ Building	☐ Land use
☐ SEPA	☐ NEPA	☐ Other (please specify): Click or tap here to enter text.

Project Summary:

The proposed project is to furnish and install solar panels on the Sumner City Hall building. The project would include, but is not limited to, system design, equipment procurement, installation and testing. The purpose of this project is to help reduce the city's carbon footprint by reducing greenhouse gas emissions to help preserve the environment. Without this funding, the initial investment in solar panels competes in tight municipal budgets with core services like police, parks and planning. However, with your grant, we can make this up-front investment that will help reduce the City's own energy consumption and bills into the future, helping us fulfill our mission to provide needed and valued services. In addition, this project addresses the state's greenhouse gas emission reduction goals to help protect Washington's economy and environment from the effects of climate change. Following our vision, it also sets the standard of excellence, showing our community how the City can use new technology on a historic building from 1935 to blend the best in future opportunities to reduce our carbon footprint.

This project will purchase and install a solar photovoltaic (PV) array at the project site(s) above. These systems will provide power to reduce energy costs to the community and decarbonize the electrical grid.

The system will be designed with PV modules warrantied for a minimum of 25 years, and inverters warrantied for a minimum of 10 years. The project owner will maintain the system and train personnel to operate and maintain the system during the equipment's lifetime. If described in the original funding application, facilities will remain grid-tied for the life of the equipment. Exceptions to these conditions may be granted by Commerce in writing on a case-by-case basis.

The scope of work includes:

- **Project Development, Design, and Contracting**
  - Project development and final design to ensure the project is ready for construction.
  - Project schedule: Up-to-date project schedule in Gantt chart format showing the interdependencies between design, procurement, delivery, installation, and commissioning activities. For projects under a $1,000,000 award value, a simple bulleted project schedule is sufficient.
  - Contracting: Copies of subcontracts for each subcontractor
  - Final design including an electrical diagram, structural engineering, soil analysis as needed, and final solar resource analysis
  - The solar system must meet all applicable industry standards and codes including, but not limited to:
    - UL 1741
    - International Building Code
    - International Fire Code
    - National Electric Code
  - Community engagement, outreach, and education as described in the application

- **Procurement**
  - Procure all equipment to complete the project
  - Obtain a warranty certificate from the contractor
  - Equipment data sheets – compliance with the following is required unless Commerce grants an exception in writing:
    - Inverter-based systems must comply with IEEE 1547, UL 1741, and the interconnection agreement.
    - Non-inverter-based systems must comply with IEEE 1547 and the interconnection agreement
  - Apply for utility interconnection and secure agreement, including any fees

- **Equipment Delivery, Installation, Construction, and Commissioning**
  - Complete site preparation and restoration activities related to mounting type as required to complete the project, including staging of equipment, trenching, roof preparation, concrete pads, fencing, and gravel or other surfacing as needed for safety, code requirements, access, or to prevent vandalism of the equipment. Other landscaping work other than restoring the disturbed areas to pre-construction conditions is not included in this scope.
  - Provide and install electrical gear and feeders required to connect the solar system to existing electrical service, including transformer upgrades and other necessary electrical changes identified in the original funding application.
  - Supply and install a solar array including the equipment listed above

  - Any electrical and control system integration with other generators. Purchase and installation of generators other than the solar generator described above are not included in this scope
  - Procure and set up monitoring software
  - Pass inspections and pay associated fees
  - Any changes to the equipment listed above must be approved by Commerce in writing and pass inspections by all relevant regulators
  - Commission solar PV system and verify all system components are properly designed, installed, and optimized
  - Test the fully functional system and confirm whole system operation follows design intent as described in the application
  - Receive operations and maintenance (O&M) manual and complete training from subcontractor on equipment and controls

- **Analytics and Monitoring**
  - Collect a minimum of 1 year of information on the performance of the system and its impact on clean energy production in the community
  - Communicate the project narrative with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling
  - Tax credit records or confirmation a tax credit was not utilized

Quarterly Reports Submission Deadlines

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

Attachment B: Budget

Milestone	Deliverable(s)	Deliverable Description	Expected Completion Date	Percent of Grant	$ Amount of Grant
A: Project Development, Design and Contracting			31-Oct-24	6.40%	$17,300
	Project Schedule	Up-to-date project schedule in Gantt chart format showing the interdependencies between design, procurement, delivery, installation and commissioning activities. For projects under $1,000,000 award value, a simple bulleted project schedule is sufficient.			
	Contracting	Subcontract for each subcontractor			
	Final Design	Electrical diagram, structural engineering and/or soil analysis as needed, final solar resource analysis			
B: Procurement			30-Nov-24	65.10%	$177,000
	Procure major equipment and services needed for installation	Paid equipment invoice(s)			
	Warranty Certificate	Certification of equipment warranty			
	Equipment data sheets	Equipment data sheets including documented compliance with IEEE 1547 and UL 1741			
	Apply for utility interconnection	Interconnection application to serving utility.			
C: Equipment Delivery, Installation, Construction, Integration & Commissioning			28-Feb-24	27.60%	$75,000
	All major equipment and materials delivered to site	Bill of Materials (BOM) showing delivery of all major equipment from scope of work to project site.			
	All equipment installed	Photos showing all major equipment from scope of work installed.			
	Inspections by AHJs passed	Letter, document or email from AHJ reporting passed inspections.			
	Permission to operate and go live	Document, letter, or email from utility confirming system is ready to operate. Energize system.			
	Full functional system testing	System Acceptance Test (SAT). Tests must confirm that whole system operation follows design intent and meets intended requirements.			

	Owner training - Operations and Maintenance (O&M)	Document, letter, or email confirming subcontractor provided operation and maintenance training to system owner.			
D: Analytics and Monitoring			28-Feb-25	1.00%	$2,700
	System performance data	Collect a minimum of 1 year of information on the performance of the system and its impact on clean energy production in the community			
	Story telling	Communicate the project narrative with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling			
	Tax Credit Records	Provide tax credit records or confirmation a tax credit was not utilized			
			TOTALS:	**100.00%**	**$272,000**

TOTAL AWARD VALUE:	**$272,000.00**

Attachment C: Reporting

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
4. Quarterly updated invoice projection sheet for grant expenditures. Commerce will provide the invoice projection sheet;

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Quarterly Reports Submission Deadlines

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

Attachment D: Proviso

2023-2025 CAPITAL BUDGET

ENGROSSED SUBSTITUTE SENATE BILL 5949 Chapter 375, Laws of 2024

Sec. 1002. 2023 c 474 s 1007

2023-25 Energy Retrofits and Solar Power for Public Buildings (40000283)

The appropriation in this section is subject to the following conditions and limitations:

(2) $22,500,000 of the appropriation in this section is provided solely for grants to be awarded in competitive rounds to local governments, public higher education institutions, school districts, tribal governments, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.

(a) At least 20 percent of each competitive grant round is designated for award to eligible projects in small cities or towns with a population of 5,000 or fewer residents.

(b) In each competitive round, a higher energy savings to investment ratio must result in a higher project ranking. Priority consideration must be given to applicants that have not received grant awards for this purpose in prior biennia.

(c) The department must determine a minimum match ratio to maximize the leverage of nonstate funds.

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-355

SUBJECT: Stewart Road Pond Repair - Construction Contract Award **CATEGORY:** Consent

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

ATTACHMENTS:
1. Bid Tab
2. Construction Contract

STAFF CONTACT: Robert Wright, Engineering Speicalist

SUMMARY BACKGROUND:
Four (4) bids were received on July 30, 2024 for this project. The lowest responsible bidder was submitted by Rodarte Construction, with a bid amount of $535,948.50. The engineer's estimate was $520,000.00. The contractor will have 45 working days after issuance of the Notice to Proceed to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 8/6/2024
COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Rodarte Construction, in an amount not-to-exceed $589,543.35 for the Stewart Pond Repair (CIP19-06), substantially in a form approved by the City Attorney.

Project Name: Stewart Pond Repair
CIP No.: 19-06
Bid Opening Date: July 30, 2024

Notes:
Indicates error corrected by PW dept: $X,XXX.XX
Indicates Bidder modified Proposal: $X,XXX.XX
Indicates Revision Due to Duplication: *

					Bidder #1		Bidder #2		Bidder #3		Bidder #4	
					Northwest Cascade Inc.		Reed Trucking & Excavation		Rodarte Construction Inc		RW Scott Construction Company	
					PO Box 73399		11616 24th Ave E		17 East Valley HWY E		4005 West Valley HWY	
					Puyallup WA 98373		Tacoma WA 98445		Auburn, WA 98092		Auburn WA 98001	
					Total	**$544,654.50**		**$609,202.00**		**$535,948.50**		**$542,964.50**
Bid Item	**Spec**	**Bid Item Description**	**Unit**	**Quant**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	1-09	Mobilization	LS	1	$54,000.00	$54,000.00	$75,000.00	$75,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
2	1-10	Project Temporary Traffic Control	LS	1	$7,700.00	$7,700.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
3	2-01	Clearing	LS	1	$48,000.00	$48,000.00	$15,000.00	$15,000.00	$32,000.00	$32,000.00	$32,000.00	$32,000.00
4	2-02	Removing Existing Structure	EA	1	$910.00	$910.00	$4,000.00	$4,000.00	$1,800.00	$1,800.00	$1,400.00	$1,400.00
5	2-02	Removing Asphalt Conc. Curb	LF	170	$6.00	$1,020.00	$15.00	$2,550.00	$13.00	$2,210.00	$29.00	$4,930.00
6	2-02	Removing Bituminous Pavement	SY	66	$18.00	$1,188.00	$25.00	$1,650.00	$20.00	$1,320.00	$94.00	$6,204.00
7	2-02	Removing Glare Screen	LF	460	$5.00	$2,300.00	$10.00	$4,600.00	$16.00	$7,360.00	$15.00	$6,900.00
8	2-03	Channel Excavation Incl. Haul	CY	340	$38.00	$12,920.00	$100.00	$34,000.00	$53.00	$18,020.00	$54.00	$18,360.00
10	2-09	Structure Excavation Class B Incl. Haul	CY	1,014	$38.00	$38,532.00	$60.00	$60,840.00	$32.00	$32,448.00	$38.00	$38,532.00
12	2-12	Geotextile for Separation or Soil Stabilization	SY	875	$5.00	$4,375.00	$5.00	$4,375.00	$4.00	$3,500.00	$4.00	$3,500.00
13	2-12	Geotextile for Soil Stabilization	SY	457	$5.00	$2,285.00	$5.00	$2,285.00	$4.00	$1,828.00	$4.00	$1,828.00
14	4-04	Crushed Surfacing Base Course	Ton	12	$103.00	$1,236.00	$100.00	$1,200.00	$75.00	$900.00	$59.00	$708.00
15	4-04	Crushed Surfacing Top Course	Ton	12	$103.00	$1,236.00	$100.00	$1,200.00	$75.00	$900.00	$59.00	$708.00
16	4-04	Permeable Ballast	Ton	40	$106.00	$4,240.00	$75.00	$3,000.00	$35.00	$1,400.00	$65.00	$2,600.00
17	5-04	HMA Cl. 1/2 In. PG 58H-22	Ton	23	$462.00	$10,626.00	$300.00	$6,900.00	$350.00	$8,050.00	$376.00	$8,648.00
18	7-01	AdvanEdge Pipe System	LF	208	$85.00	$17,680.00	$115.00	$23,920.00	$50.00	$10,400.00	$62.00	$12,896.00
19	7-04	Storm Drain Pipe 8 In. Diam.	LF	17	$132.00	$2,244.00	$200.00	$3,400.00	$75.00	$1,275.00	$83.00	$1,411.00
20	7-04	Storm Drain Pipe 12 In. Diam.	LF	906	$66.50	$60,249.00	$125.00	$113,250.00	$105.00	$95,130.00	$51.00	$46,206.00
21	7-05	Catch Basin Type 2 48 In. Diam.	EA	1	$5,775.00	$5,775.00	$7,500.00	$7,500.00	$5,500.00	$5,500.00	$5,560.00	$5,560.00
22	7-07	Cleaning Existing Drainage Structure	LS	1	$2,250.00	$2,250.00	$3,500.00	$3,500.00	$4,500.00	$4,500.00	$2,500.00	$2,500.00
23	7-08	Shoring or Extra Excavation Class B	SF	5,217	$1.00	$5,217.00	$1.00	$5,217.00	$0.50	$2,608.50	$0.55	$2,869.35
24	7-12	Backflow Valve, 12 In.	EACH	1	$3,500.00	$3,500.00	$2,750.00	$2,750.00	$2,500.00	$2,500.00	$3,072.00	$3,072.00
25	7-19	Storm Drain Cleanout	EACH	1	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$60.00	$600.00	$2,097.15	$2,097.15
26	8-01	Temporary Isolation Barrier	LF	874	$28.00	$24,472.00	$20.00	$17,480.00	$70.00	$61,180.00	$60.00	$52,440.00
27	8-01	Treatment Media System	CF	70	$1,050.00	$73,500.00	$700.00	$49,000.00	$225.00	$15,750.00	$656.00	$45,920.00
28	8-01	Erosion Control and Water Pollution Preventio	LS	1	$45,000.00	$45,000.00	$10,000.00	$10,000.00	$58,000.00	$58,000.00	$22,000.00	$22,000.00
29	8-02	Topsoil Type A	CY	146	$58.00	$8,468.00	$60.00	$8,760.00	$95.00	$13,870.00	$84.00	$12,264.00
30	8-02	Seeding and Mulching	Acre	0	$7,510.00	$1,126.50	$12,000.00	$1,800.00	$13,000.00	$1,950.00	$16,573.33	$2,486.00
31	8-02	PSIPE - Cornus sericea 'Kelseyi'	EA	240	$23.00	$5,520.00	$25.00	$6,000.00	$30.00	$7,200.00	$65.00	$15,600.00
32	8-02	PSIPE - Gaultheria shallon	EA	98	$23.00	$2,254.00	$25.00	$2,450.00	$30.00	$2,940.00	$40.00	$3,920.00
33	8-02	PSIPE - Mahonia aquifolium 'Compacta'	EA	134	$23.00	$3,082.00	$25.00	$3,350.00	$30.00	$4,020.00	$67.75	$9,078.50
34	8-02	PSIPE - Panicum virgatum 'Shenandoah'	EA	75	$23.00	$1,725.00	$25.00	$1,875.00	$34.00	$2,550.00	$53.00	$3,975.00
35	8-02	PSIPE - Symphoricarpos albus	EA	36	$23.00	$828.00	$25.00	$900.00	$39.00	$1,404.00	$67.50	$2,430.00
36	8-04	Extruded Curb	LF	115	$57.00	$6,555.00	$40.00	$4,600.00	$32.00	$3,680.00	$65.00	$7,475.00
37	8-04	Sloped Mountable Curb	LF	55	$80.00	$4,400.00	$85.00	$4,675.00	$70.00	$3,850.00	$60.00	$3,300.00
38	8-15	Quarry Spalls	TON	1,177	$49.00	$57,673.00	$75.00	$88,275.00	$43.00	$50,611.00	$60.50	$71,208.50
39	8-25	Glare Screen Type 2	LF	458	$46.00	$21,068.00	$50.00	$22,900.00	$43.00	$19,694.00	$61.00	$27,938.00
					Total	**$544,654.50**	Total	**$609,202.00**	Total	**$535,948.50**	Total	**$542,964.50**

Prepared By: Robert Wright
Date: July 30, 2024

PUBLIC WORKS CONTRACT
between City of Sumner and

Rodarte Construction

THIS AGREEMENT, made and entered into this ______day of ___________________, 2024, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Rodarte Construction, hereinafter called the Contractor.

WITNESSETH:

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

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

Stewart Road Pond Repair and Enhancement Project, CIP 19-06 / 21-15

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

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

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

III. **Insurance and Indemnity.** The following insurance and indemnification provisions shall apply to all of the above described work.

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

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

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

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

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

4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $2,000,000 per accident.

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

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

N. Additional Insurance

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

IV. <u>Contractor's Employees – Employment Eligibility Requirements (E-Verify).</u>

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

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

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

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

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

CONTRACTOR:	**CITY OF SUMNER:**
By:______________________________ *(signature)* Print Name:_____________ Its_________________________ *(Title)* DATE:____________________________	By:______________________________ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:____________________________ By:______________________________ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* DATE:____________________________ Attest: Approved as to form: __________________ __________________ City Clerk City Attorney DATE:____________ DATE:____________

NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
CONTRACTOR: Jared Rodarte Rodarte Construction 17 E Valley Highway E Auburn, WA 98092 253-939-0532 jared@rodarteconstruction.com	**CITY OF SUMNER:** Robby Wright City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 robertw@sumnerwa.gov

EXHIBIT A

PROPOSAL

To: City of Sumner

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done and having familiarized himself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, any or all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's **Stewart Road Pond Repair & Enhancement (CIP 19-06)**, for the amounts stated below.

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

Stewart Road Pond Repair & Enhancement (CIP 19-06)

#	Spec	Bid Item	Unit	Quantity	Unit Price	Amount
1	1-09	**Mobilization**	LS	1	$50,000.00	$50,000.00
2	1-10	**Project Temporary Traffic Control**	LS	1	$5,000.00	$5,000.00
3	2-01	**Clearing**	LS	1	$32,000.00	$32,000.00
4	2-02	**Removing Existing Structure**	EA	1	$1,800.00	$1,800.00
5	2-02	**Removing Asphalt Conc. Curb**	LF	170	$13.00	$2,210.00
6	2-02	**Removing Bituminous Pavement**	SY	66	$20.00	$1,320.00
7	2-02	**Removing Glare Screen**	LF	460	$16.00	$7,360.00
8	2-03	**Channel Excavation Incl. Haul**	CY	340	$53.00	$18,020.00
9	2-09	**Structure Excavation Class B Incl. Haul**	CY	1,014	$32.00	$32,448.00

10	2-12	**Geotextile for Separation or Soil Stabilization**	SY	875	$ 4.00	$ 3,500.00
11	2-12	**Geotextile for Soil Stabilization**	SY	457	$ 4.00	$ 1,828.00
12	4-04	**Crushed Surfacing Base Course**	Ton	12	$ 75.00	$ 900.00
13	4-04	**Crushed Surfacing Top Course**	Ton	12	$ 75.00	$ 900.00
14	4-04	**Permeable Ballast**	Ton	40	$ 35.00	$ 1,400.00
15	5-04	**HMA Cl. 1/2 In. PG 58H-22**	Ton	23	$ 350.00	$ 8,050.00
16	7-01	**AdvanEdge Pipe System**	LF	208	$ 50.00	$ 10,400.00
17	7-04	**Storm Drain Pipe 8 In. Diam.**	LF	17	$ 75.00	$ 1,275.00
18	7-04	**Storm Drain Pipe 12 In. Diam.**	LF	906	$ 105.00	$ 95,130.00
19	7-05	**Catch Basin Type 2 48 In. Diam.**	EA	1	$ 5,500.00	$ 5,500.00
20	7-07	**Cleaning Existing Drainage Structure**	LS	1	$ 4,500.00	$ 4,500.00
21	7-08	**Shoring or Extra Excavation Class B**	SF	5217	$ .50	$ 2,608.50
22	7-12	**Backflow Valve, 12 In.**	EACH	1	$ 2500.00	$ 2,500.00
23	7-19	**Storm Drain Cleanout**	EACH	1	$ 600.00	$ 600.00
24	8-01	**Temporary Isolation Barrier**	LF	874	$ 70.00	$ 61,180.00
25	8-01	**Treatment Media System**	CF	70	$ 225.00	$ 15,750.00
26	8-01	**Erosion Control and Water Pollution Preventio**	LS	1	$ 58,000.00	$ 58,000.00

27	8-02	**Topsoil Type A**	CY	146	$ 95.00	$ 13,870.00
28	8-02	**Seeding and Mulching**	Acre	0.15	$ 13,000.00	$ 1,950.00
29	8-02	**PSIPE - Cornus sericea 'Kelseyi'**	EA	240	$ 30.00	$ 7,200.00
30	8-02	**PSIPE - Gaultheria shallon**	EA	98	$ 30.00	$ 2,940.00
31	8-02	**PSIPE - Mahonia aquifolium 'Compacta'**	EA	134	$ 30.00	$ 4,020.00
32	8-02	**PSIPE - Panicum virgatum 'Shenandoah'**	EA	75	$ 34.00	$ 2,550.00
33	8-02	**PSIPE - Symphoricarpos albus**	EA	36	$ 39.00	$ 1,404.00
34	8-04	**Extruded Curb**	LF	115	$ 32.00	$ 3,680.00
35	8-04	**Sloped Mountable Curb**	LF	55	$ 70.00	$ 3,850.00
36	8-15	**Quarry Spalls**	TON	1,177	$ 43.00	$ 50,611.00
37	8-25	**Glare Screen Type 2**	LF	458	$ 43.00	$ 19,694.00

BASE BID TOTAL $ 535,948.50

EXHIBIT B

CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

____,

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

____
NAME

____
TITLE

____
DATE

EXHIBIT C

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of " federally assisted construction con tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-l.4(b), in accordance with Executive Order 11246, " Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

(G) Clean Air Act (42 U.S .C. 7401-767lq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767lq) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to par ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), " Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-422

SUBJECT: Approval of the minutes from the August 5, 2024, regular council meeting and the August 12, 2024 study session.

CATEGORY: Consent

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

ATTACHMENTS:
1. Regular Meeting Minutes
2. Study Session Minutes

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:
Minutes from the previous two meetings

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

STAFF RECOMMENDATIONS/MOTION:
Approve minutes as presented.

CITY COUNCIL MEETING MINUTES
City Hall – 1104 Maple Street,
August 5, 2024 6:00 PM

Staff present: Wilson, Marquez, Windish, Kosa, Moericke, Palmer, Steffens, Fessler, Parisot, and Converse

CALL TO ORDER

Mayor Hayden called the meeting to order at 6pm.
Pledge of Allegiance
Roll Call: Bitetto, Bowman, Brown, Clerget, Cole, Elfers and Reinke

COUNCILMEMBER BITETTO WAS ABSENT. PER COUNCIL RULES, SHE NOTIFIED THE MAYOR. MOTION TO EXCUSE BITETTO WAS MADE BY BOWMAN, SECONDED BY REINKE.

PASSED BY VOICE VOTE.

CONSENT AGENDA

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

1. Approval of the minutes from the July 15, 2024 regular council meeting and the July 22, 2024 study session.
2. Resolution No. 1694 - Washington Auto Theft Prevention Authority Grant Acceptance
3. Approval of checks and electronic payments in the amount of $2,286,307.42.

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment**

Ayers, Dawn, Roy. Spoke about the Woolery plaque at the fountain.

Barnett, Tina, Sumner Avenue. Spoke about the flag and the need for replacement.

Fox, Melissa, Spanaway, WA. Spoke about Heritage Park and the plaques.

Biermann, Nick, Parker Road East. Spoke about the tiles from Heritage Park and commented about previous study sessions and commission meetings.

Adams, Randall, 63rd Street. Spoke about proposed changes to council rules.

Yoder, Jerry, Lake Tapps. Talked about the plaques from Heritage Park.

3. **New Business**

a. **<u>Ordinance No. 2896 – Amending Sumner Municipal Code 1.18, City's Public Records</u>**

MOVED BY BOWMAN SECONDED BY ELFERS TO ADOPT ORDINANCE NO. 2896 AMENDING SUMNER MUNICIPAL CODE 1.18, CITY'S PUBLIC RECORDS.

City Clerk Michelle Converse addressed the Council.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

4. **Reports**

a. Council

Councilmember Elfers attended the July meeting of the Pierce County Regional Council, which included updates from Pierce Transit and a SHAAP update.

Councilmember Reinke attended Music off Main. He attended a budget workshop in Wenatchee sponsored by the Association of Washington Cities.

There were no other council reports.

b. City Administrator

City Administrator Jason Wilson covered the following topics:

Upcoming Policy Issues:

- August 12th – 5th Study Session
  - Library Update
  - Community Partners Fund Applicant Reviews

- August 19th – Regular Council Meeting
  - Resolution No. 1673 - Commerce Grant Acceptance Cemetery Facility
  - Resolution - Council Rules and Procedures Update
  - Purchase and Sale Agreement for 16th Street Property
  - Rivergrove Pedestrian Bridge - Consultant Supplement for Design
  - First Amendment to the Greenwater North LLC, Six Kilns Apartments LLC Settlement Agreement
  - Services Agreement for Senior Center Management with Stafford Suites
  - Resolution - City Hall Solar Panel Grant Acceptance
  - Stewart Road Pond Repair - Construction Contract Award
  - West Well & Cemetery Irrigation Improvements - Design Supplement
  - Cemetery Maintenance Building - Water Service Change Order
  - Sumner Texaco Heritage Park Remediation - Ecology Voluntary Cleanup Program Agreement
  - Ordinance - Amending SMC Pretreatment Regulations, Chapter 13.18

Policy Follow-Up:

- This week the departments will complete their executive department presentations of their 2025/26 budget requests. Over the next few weeks, the Mayor will complete her proposed budget, and budget presentations to the council will start in September.

Miscellaneous:

- The Friday starting at 3:30, the Sumner Cultural Arts Commission is holding the annual Chalk Art Festival at Loyalty Park. Live music by Kalimba and Earth Wind and Fire tribute band starts at 6:30.
- Next Monday at 5pm we will be celebrating the completion of the Cemetery Operations Building. The ribbon will be cut, and tours provided. The public is welcome to join.

c. Mayor

Mayor Hayden had no comments tonight.

5. **Executive Session**

There was none tonight.

6. **Adjournment**

With no additional business before the Council, Mayor Hayden adjourned the regular meeting at 6:32pm. Councilmembers concurred.

ATTEST:

____

Kathy Hayden, Mayor

____

Michelle Converse, CMC City Clerk

STUDY SESSION MINUTES
City Hall – 1104 Maple Street
August 12, 2024 6:00PM

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

Staff present: Wilson, Marquez, Windish, Beagle, Johnstone, and Steffens

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. Library Update
2. Community Partners Fund – Applicant Presentations

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 7:25pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-423

SUBJECT: Approval of checks and electronic payments in the amount of $2,375,808.01.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Voucher Report

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Expenses since the last meeting.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.

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:	34259	To:	34399	$1,126,957.39
Use Tax (paid to WA State Department of Revenue)		n/a		n/a	$133.60
Voided Check(s)		34104	and	34144	-$785.72
Voided EFT(s)		-		-	-
Voided Wire(s)		-		-	-
AP Electronic (EFTs) Payments:	From:	799	To:	808	$562,861.96
AP Wire(s):	From:	15373	To:	15377	$9,092.56
Payroll & Benefits Electronic Payments	From:	7/12/2024	To:	7/25/2024	$677,548.22
Payroll & Benefits Checks	From:	-	To:	-	-
				TOTAL	$2,375,808.01

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.

Chief Financial Officer — 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: $2,375,808.01

DocuSigned by:
Patricia Cole
1B38614FF4684BF...
Chair — Date: 8/5/2024 | 3:16 PM PDT

DocuSigned by:
Carla Bowman
E6088B65DAAB400...
Committee Member — Date: 8/5/2024 | 4:45 PM PDT

Signed by:
Barbara Bitetto
14EEC02E1C3B4C0...
Committee Member — Date: 8/8/2024 | 5:29 PM PDT

Checks

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
678	PUGET SOUND ENERGY	34259	7/22/2024	30000000400 6-06/2024	6/17/2024			Rivergrove & 72nd St E / 1509 45th St E Pump	181.81	40253550-547000	
								Check 34259 Total	181.81		
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	2,620.03	00151830-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	240.52	00154230-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	18,534.19	00154260-547001	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	869.08	00154260-547002	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	953.50	00156910-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	207.94	41053600-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	72.20	00157335-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	844.81	00157680-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	3,329.75	40153450-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	2,472.16	40253550-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	33,298.08	40253585-547000	
678	PUGET SOUND ENERGY	34260	7/22/2024	July 2024 PSE Accts	7/2/2024			July 2024 PSE Gas & Electric Accts	240.52	40853150-547000	
								Check 34260 Total	63,682.78		
1537	INDUSTRIAL SOFTWARE SOLUTIONS	34261	7/25/2024	SIN011289	5/31/2024			AVEVA Flex Credits	14,377.35	55151880-535007	
								Check 34261 Total	14,377.35		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5051	AKANA, CASCADE DESIGN PROF.	34262	7/31/2024	23076-002	7/9/2024		24037	CIP 22-03 Cemetery Bldg Commissioning 6/30/24	323.75	32559436-562110	02203-CM-Construct-
								Check 34262 Total	323.75		
5051	AKANA	34263	7/31/2024	22039-021	7/12/2024		22031	CIP 18-03 24th St Utility Relocation 6/30/24	369.19	40259435-563429	01803-CM-CSEW-
5051	AKANA	34263	7/31/2024	22039-021	7/12/2024		22031	CIP 18-03 24th St Utility Relocation 6/30/24	331.33	40859431-563429	01803-CM-CSTRM-
5051	AKANA	34263	7/31/2024	22039-021	7/12/2024		22031	CIP 18-03 24th St Utility Relocation 6/30/24	246.13	40159434-563429	01803-CM-CWAT-
								Check 34263 Total	946.65		
29	ALLIANCE 2020 INC	34264	7/31/2024	5853104	6/30/2024			Credit/Crim Background - Legal	110.38	00151810-541000	
								Check 34264 Total	110.38		
33	AM TEST INC	34265	7/31/2024	140884	6/30/2024			WWTF-Monthly Effluent Testing	165.00	40253585-541027	
								Check 34265 Total	165.00		
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120494942.	7/2/2024			WWTF - Laundry Service	67.19	40253585-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120497228	7/5/2024			Fleet Laundry Services	23.72	55054830-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120497229	7/5/2024			Shops and Parks Laundry Services	8.41	00157680-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120497229	7/5/2024			Shops and Parks Laundry Services	26.74	40253550-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120498004	7/8/2024			Cemetery Laundry Service	23.72	41053600-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120498935	7/9/2024			WWTF - Laundry Service	68.92	40253585-541000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120501346	7/12/2024			Fleet Laundry Services	23.72	55054830-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120501347	7/12/2024			Shops and Parks Laundry Services	8.41	00157680-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120501347	7/12/2024			Shops and Parks Laundry Services	26.74	40253550-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120502106	7/15/2024			Cemetery Laundry Service	23.72	41053600-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120503088	7/16/2024			WWTF-Laundry Service	67.19	40253585-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120504895	7/19/2024			Fleet Laundry Services	23.72	55054830-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120504896	7/19/2024			Shops and Parks Laundry Services	8.41	00157680-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120504896	7/19/2024			Shops and Parks Laundry Services	26.74	40253550-541000	
2691	VESTIS SERVICES LLC	34266	7/31/2024	5120506275	7/22/2024			Laundry Service - Cemetery	23.72	41053600-541000	
								Check 34266 Total	451.07		
2691	VESTIS	34267	7/31/2024	26494133	7/3/2024			WWTF - Fleece Pullover w/ Embroidery	63.47	40253585-531026	
								Check 34267 Total	63.47		
6387	ALPINE PRODUCTS	34268	7/31/2024	TM-225291	7/9/2024			Street Signs	120.89	00154260-531000	
6387	ALPINE PRODUCTS	34268	7/31/2024	TM-225596	7/18/2024			Sign Parts & Materials	925.25	00154260-531000	
6387	ALPINE PRODUCTS	34268	7/31/2024	TM-225607	7/18/2024			Sign Parts	258.65	00154260-531000	
6387	ALPINE PRODUCTS	34268	7/31/2024	TM-225654	7/19/2024			Yellow Candle Reflectors Valley Ave/Fred Meyer RFB	484.71	00154260-531014	
								Check 34268 Total	1,789.50		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6516	ARCHITERRA	34269	7/31/2024	111209	7/10/2024			Heritage - Temp Park Planters	3,265.29	31059476-563312	
								Check 34269 Total	3,265.29		
6298	ARG INDUSTRIAL	34270	7/31/2024	T067529	7/24/2024			Hole Hawg Coupler	40.36	55054830-531000	
								Check 34270 Total	40.36		
3835	ASCAP	34271	7/31/2024	500718096 - 2024	6/20/2024			ASCAP License Fees 7/15/24 - 7/14/25 (plus adj)	441.58	00151315-541000	
								Check 34271 Total	441.58		
5054	ASHBAUGH BEAL. LLP	34272	7/31/2024	82498	6/30/2024		23005	Legal representation in road c (TC/Woonerf Proj)	5,767.50	00151541-541000	
								Check 34272 Total	5,767.50		
5068	AT PRODUCTIONS LLC	34273	7/31/2024	F-00932	7/12/2024			Music off Main Sound 7/12/2024	1,353.42	00157320-541005	
5068	AT PRODUCTIONS LLC	34273	7/31/2024	F-00933	7/19/2024			Music off Main Sound 7/19/2024	1,353.42	00157320-541005	
								Check 34273 Total	2,706.84		
5068	AT PRODUCTIONS LLC	34274	7/31/2024	F-00931	8/10/2024			Music off Main Sound and Stage 8/10/2024	4,163.19	00157320-541005	
								Check 34274 Total	4,163.19		
5068	AT PRODUCTIONS LLC	34275	7/31/2024	F-00934	7/26/2024			Music off Main Sound 7/26/2024	1,353.42	00157320-541005	
								Check 34275 Total	1,353.42		
69	AUTOMATIC WILBERT VAULT CO INC	34276	7/31/2024	93114	7/3/2024			Liners-Stock	3,814.00	41053600-534000	
								Check 34276 Total	3,814.00		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
1519	AXON ENTERPRISE, INC	34277	7/31/2024	INUS263760	7/11/2024		22044	Axon Signal Sidearm Sensors, Signal units & cable	7,605.87	00152120-535000	
								Check 34277 Total	7,605.87		
6277	B&D INDUSTRIAL	34278	7/31/2024	1045496-00	4/30/2024			WWTF - Fabrication of paddles for dryer repair	2,733.12	40253585-531018	
								Check 34278 Total	2,733.12		
4572	BATTERY SYSTEMS INC	34279	7/31/2024	33542407081303	7/8/2024			Battery to Replace RFB - Valley Ave/Fred Meyer	166.61	00154260-531014	
								Check 34279 Total	166.61		
5045	BCRA INC	34280	7/31/2024	32613	7/12/2024		21079	CIP 18-04 Rainier Covered Ct D	627.50	31059476-563308	01804-PE-Design-
								Check 34280 Total	627.50		
5867	BILL CLARKE ATTORNEY AT LAW	34281	7/31/2024	CS 0724	7/1/2024		22018	June 2024 Legislative Lobbying	3,000.00	00151170-541014	
5867	BILL CLARKE ATTORNEY AT LAW	34281	7/31/2024	CS 0724	7/1/2024		22018	June 2024 Legislative Lobbying	2,250.00	40851170-541014	
5867	BILL CLARKE ATTORNEY AT LAW	34281	7/31/2024	CS 0724	7/1/2024		22018	June 2024 Legislative Lobbying	2,250.00	40151170-541014	
								Check 34281 Total	7,500.00		
6521	BLUESPACE INTERIORS	34282	7/31/2024	K0032283 2/2	5/31/2024			PW Shops Office Furniture	1,606.51	40153410-535000	
6521	BLUESPACE INTERIORS	34282	7/31/2024	K0032283 2/2	5/31/2024			PW Shops Office Furniture	1,606.51	40253510-535000	
6521	BLUESPACE INTERIORS	34282	7/31/2024	K0032283 2/2	5/31/2024			PW Shops Office Furniture	1,606.52	40853110-535000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 34282 Total	4,819.54		
6449	BOND, JAYDN	34283	7/31/2024	00009	7/8/2024			Reimbursement for CC Graduation supplies	51.58	00151255-531000	
6449	BOND, JAYDN	34283	7/31/2024	00010	7/15/2024			CC Graduation reimbursement 7/15/24	49.50	00151255-531000	
								Check 34283 Total	101.08		
4300	CAIRNCROSS & HEMPELMANN	34284	7/31/2024	347948	7/17/2024		19112	CIP 13-05 Golf Course - Don Ma	20,235.00	00151541-541000	01305-ADMIN-Admin-
								Check 34284 Total	20,235.00		
3715	CANON FINANCIAL SERVICES INC	34285	7/31/2024	33162114	6/11/2024			CH, SHOPS, WWTP COPIER LEASES JUNE 2024	778.61	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	34285	7/31/2024	33162116	6/11/2024			MAS COPIER LEASE JUNE 2024	30.41	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	34285	7/31/2024	33842059	7/13/2024			MAS COPIER LEASE JULY 2024	30.41	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	34285	7/31/2024	33842619	7/13/2024			CH, SHOPS, WWTP COPIER LEASES JULY 2024	778.61	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	34285	7/31/2024	33844772	7/13/2024			PD PATROL COPIER LEASE JUNE 2024	38.34	55151880-545000	
								Check 34285 Total	1,656.38		
157	CDW GOVERNMENT, INC.	34286	7/31/2024	SE2408083	7/3/2024			INTUNE/MDE SECURITY PILOT - PROFESSIONAL SVCS	1,020.00	55151880-541000	
157	CDW GOVERNMENT, INC.	34286	7/31/2024	SH23823	7/12/2024			RESTOCK USB MICE (6)	39.69	55151880-535000	
157	CDW GOVERNMENT, INC.	34286	7/31/2024	SH37974	7/12/2024			15' MONITOR CABLES FOR DENISE H	24.11	55151880-535000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
157	CDW GOVERNMENT, INC.	34286	7/31/2024	SH49712	7/12/2024			YEALINK WH62 MONO TEAMS DECT WRLS HS	157.27	55151880-535000	
157	CDW GOVERNMENT, INC.	34286	7/31/2024	SJ46099	7/16/2024			YEALINK DECT WRLS HEADSET F/TEAMS SHOPS	971.18	55151880-535000	
157	CDW GOVERNMENT, INC.	34286	7/31/2024	SK60081	7/19/2024			FIBER PATCH CABLES - DARK FIBER PROJECT	480.74	55151880-535003	
								Check 34286 Total	2,692.99		
697	CENTURYLINK	34287	7/31/2024	206-Z20-0120 975	7/20/2024			MONTHLY CENTURYLINK BILL JULY 2024	2,167.90	55151880-542000	
								Check 34287 Total	2,167.90		
2325	CHICAGO TITLE OF WASHINGTON	34288	7/31/2024	242394-TC-1	7/16/2024			910 Traffic Ave Subdivision Guarantee/Certificate	386.23	32059530-563521	
								Check 34288 Total	386.23		
1210	CITY OF BONNEY LAKE	34289	7/31/2024	Reimb: SMC-NSF Fee	7/25/2024			Reimburse: Sumner Municipal Ct - June 2024 NSF Fee	15.00	00151250-549000	
								Check 34289 Total	15.00		
4133	CITY OF ENUMCLAW	34290	7/31/2024	06998	8/1/2024		19051	June 2024 Jail services and prisoner med	4,200.00	00152360-551003	
								Check 34290 Total	4,200.00		
185	CITY OF PUYALLUP	34291	7/31/2024	1845	7/1/2024		19072	June 2024 Jail services and prisoner med	1,820.28	00152360-551003	
185	CITY OF PUYALLUP	34291	7/31/2024	1860	7/9/2024		23020	2024 Q3 Radio Access and Subscriber Fees	116.25	44055430-542000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
185	CITY OF PUYALLUP	34291	7/31/2024	1860	7/9/2024		23020	2024 Q3 Radio Access and Subscriber Fees	697.50	44055432-542000	
185	CITY OF PUYALLUP	34291	7/31/2024	1860	7/9/2024		23020	2024 Q3 Radio Access and Subscriber Fees	6,161.25	00152120-542000	
185	CITY OF PUYALLUP	34291	7/31/2024	1896	7/18/2024			June 2024 Emergency Management Services	616.21	00152560-541025	
								Check 34291 Total	9,411.49		
2035	COMCAST	34292	7/31/2024	8498 30 099 0009389	7/12/2024			COMCAST MONTHLY BILL: 7/17/24 - 8/16/24	1,301.94	55151880-542000	
								Check 34292 Total	1,301.94		
1340	CONNETIX ENGINEERING INC	34293	7/31/2024	2305.0624	6/30/2024		24014	T2403 Task Order SCADA Services 6/25/24	3,880.00	40259438-562100	
								Check 34293 Total	3,880.00		
158	CONSOLIDATED ELECTRICAL DIST	34294	7/31/2024	6028-1036005	7/11/2024			Sr Cntr LED A19	2.75	00156910-531000	
158	CONSOLIDATED ELECTRICAL DIST	34294	7/31/2024	6028-1036026	7/23/2024			LED	16.52	00151830-531000	
158	CONSOLIDATED ELECTRICAL DIST	34294	7/31/2024	6028-1036245	7/23/2024			Box, hubs, cover	62.57	00151830-531000	
								Check 34294 Total	81.84		
5744	COPIERS NORTHWEST INC	34295	7/31/2024	INV2859199	7/23/2024			MAS COPIER CLICK COUNT 6/20/24 - 7/19/24	32.34	55151880-542000	
								Check 34295 Total	32.34		
5469	CORE & MAIN LP	34296	7/31/2024	V107258	7/3/2024			1 1/2" Meter Flauge & Meter Boxes	715.91	40153450-534002	
5469	CORE & MAIN LP	34296	7/31/2024	V197815	7/3/2024			1" Meters & Water Parts for Inventory	1,679.14	40153450-531016	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5469	CORE & MAIN LP	34296	7/31/2024	V197815	7/3/2024			1" Meters & Water Parts for Inventory	1,070.16	40153450-534002	
5469	CORE & MAIN LP	34296	7/31/2024	V206881	7/8/2024			Water 6" Tapping Saddles	309.95	40153450-534002	
5469	CORE & MAIN LP	34296	7/31/2024	V256291	7/16/2024			1" PE Water Pipe	165.15	40153450-531023	
								Check 34296 Total	3,940.31		
189	CORLISS RESOURCES INC	34297	7/31/2024	2053089	7/11/2024			5/8 Crushed Rock - Shops	162.37	40153450-531023	
189	CORLISS RESOURCES INC	34297	7/31/2024	2053089	7/11/2024			5/8 Crushed Rock - Shops	162.36	40253550-531015	
189	CORLISS RESOURCES INC	34297	7/31/2024	2053189	7/12/2024			Topsoil to Fill Yard Bin	63.07	40153450-531028	
189	CORLISS RESOURCES INC	34297	7/31/2024	2053503	7/17/2024			Topsoil - Parks	38.11	00157680-531000	
189	CORLISS RESOURCES INC	34297	7/31/2024	2053636	7/18/2024			Fine Bark - Parks	419.39	00157680-531000	
189	CORLISS RESOURCES INC	34297	7/31/2024	2053784	7/22/2024			5/8 Crushed Rock for Yard Stock	426.96	40153450-531023	
189	CORLISS RESOURCES INC	34297	7/31/2024	2053784	7/22/2024			5/8 Crushed Rock for Yard Stock	426.96	40253550-531015	
189	CORLISS RESOURCES INC	34297	7/31/2024	2053784	7/22/2024			5/8 Crushed Rock for Yard Stock	426.97	40853150-531000	
189	CORLISS RESOURCES INC	34297	7/31/2024	2053784	7/22/2024			5/8 Crushed Rock for Yard Stock	426.97	00154230-531000	
								Check 34297 Total	2,553.16		
2164	CRYSTAL SPRINGS	34298	7/31/2024	5234348 071024	7/10/2024			WWTF - Lab Water for Testing	163.20	40253585-531006	
2164	CRYSTAL SPRINGS	34298	7/31/2024	5270017 072224	7/22/2024			Water Service - Cemetery	8.21	41053600-531000	
2164	CRYSTAL SPRINGS	34298	7/31/2024	5270017 072224	7/22/2024			Water Service - Cemetery	123.40	41053600-545000	
								Check 34298 Total	294.81		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
204	CUES	34299	7/31/2024	970025784	7/8/2024			Pipe Camera Repair	1,024.97	40153450-548000	
204	CUES	34299	7/31/2024	970025784	7/8/2024			Pipe Camera Repair	1,024.97	40253550-548002	
204	CUES	34299	7/31/2024	970025784	7/8/2024			Pipe Camera Repair	1,024.97	40253550-548004	
204	CUES	34299	7/31/2024	970025784	7/8/2024			Pipe Camera Repair	1,024.97	40853150-541000	
								Check 34299 Total	4,099.88		
210	DAILY JOURNAL OF COMMERCE	34300	7/31/2024	3400801	6/26/2024			Ad PE: Washington St Preservation	394.40	32059530-563522	02404-PE- -
210	DAILY JOURNAL OF COMMERCE	34300	7/31/2024	3401353	7/16/2024			CIP 20-15 Steward Pond Repair Call for Bids	708.90	40859431-563457	02115-CN- -
210	DAILY JOURNAL OF COMMERCE	34300	7/31/2024	3401593	7/17/2024			CIP 13-08 Stewart Rd Bridge CMS RFQ Ad	958.80	32059530-563508	01308-CN-Construct-
								Check 34300 Total	2,062.10		
218	DELL MARKETING L.P.	34301	7/31/2024	10761176618	7/19/2024			Monitor arms for Denise H.	254.02	55151880-535008	
218	DELL MARKETING L.P.	34301	7/31/2024	10761903524	7/23/2024			Dell 27 Video Conferencing Mon-P2724DEB	854.08	55151880-535008	
								Check 34301 Total	1,108.10		
4652	DRAIN-PRO	34302	7/31/2024	129544	6/21/2024			HP ADA Std	267.15	00157680-545000	
4652	DRAIN-PRO	34302	7/31/2024	130890	7/7/2024			Seibenthaler ADA	250.00	00157680-545000	
4652	DRAIN-PRO	34302	7/31/2024	130891	7/7/2024			RVP ADA	370.00	00157680-545000	
4652	DRAIN-PRO	34302	7/31/2024	130892	7/7/2024			BHSC ADA	370.00	00157680-545000	
4652	DRAIN-PRO	34302	7/31/2024	130893	7/7/2024			Parks Temp	120.00	00157680-545000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
4652	DRAIN-PRO	34302	7/31/2024	130894	7/7/2024			Heritage	380.00	00157680-545000	
								Check 34302 Total	1,757.15		
6083	ELECTRONIC BUSINESS MACHINES	34303	7/31/2024	AR281324	6/30/2024			PD PATROL COPIER CLICK COUNT - 05/15/24 - 06/14/24	6.06	55151880-542000	
								Check 34303 Total	6.06		
6083	*** DO NOT USE *** EBM COMPANY	34304	7/31/2024	AR282405	7/19/2024			PD PATROL COPIER CLICK COUNT - 06/15/24 - 07/14/24	16.11	55151880-542000	
6083	*** DO NOT USE *** EBM COMPANY	34304	7/31/2024	AR283052	7/24/2024			SHOPS COPIER CLICK COUNT 06/24/2024 - 07/23/2024	21.66	55151880-542000	
6083	*** DO NOT USE *** EBM COMPANY	34304	7/31/2024	AR283057	7/24/2024			WWTP COPIER CLICK COUNT 6/24/24 - 7/23/24	22.90	55151880-542000	
								Check 34304 Total	60.67		
125	FIRST RESPONDER OUTFITTERS INC	34305	7/31/2024	3678-3	4/10/2024			Repair to Uniform pants for Ofc. Wimmer	65.70	00152120-541000	
125	FIRST RESPONDER OUTFITTERS INC	34305	7/31/2024	7137-3	7/12/2024			MAS Uniform Shirts - Baldwin	269.37	44055432-531026	
								Check 34305 Total	335.07		
3540	FRIENDSHIP DIVERSION	34306	7/31/2024	FRIENDSHIPJUNE24	7/1/2024			Electronic Home Monitoring Services June 2024	1,330.50	00152360-551003	
								Check 34306 Total	1,330.50		
3351	GALLS LLC	34307	7/31/2024	028189156	6/11/2024			MAS - Uniform Equipment for Baldwin	72.73	44055432-535000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3351	GALLS LLC	34307	7/31/2024	028189156	6/11/2024			MAS - Uniform Equipment for Baldwin	341.06	44055432-531026	
								Check 34307 Total	413.79		
6284	GARDAWORLD	34308	7/31/2024	40107148	6/30/2024			Pick-Up Services for June 2024	132.58	40153470-541000	
6284	GARDAWORLD	34308	7/31/2024	40107148	6/30/2024			Pick-Up Services for June 2024	132.57	40253570-541000	
6284	GARDAWORLD	34308	7/31/2024	40107148	6/30/2024			Pick-Up Services for June 2024	132.57	40853170-541000	
								Check 34308 Total	397.72		
2979	GENSCO INC.	34309	7/31/2024	858286997	7/11/2024			WWTF - SAE Male-Female Adapter	32.79	40253585-531000	
2979	GENSCO INC.	34309	7/31/2024	858301575	7/15/2024			CH pump, valve core	157.45	00151830-531000	
								Check 34309 Total	190.24		
327	GLASSMAN INC	34310	7/31/2024	CI-354744	7/25/2024			2024 Q2 Membership Dues to RCC	3,802.05	00151890-549004	
								Check 34310 Total	3,802.05		
336	GRAINGER, DEPT 821837135	34311	7/31/2024	9178010931	7/10/2024			WWTF - Zip lock bags for biosolids samples	86.07	40253585-531006	
336	GRAINGER, DEPT 821837135	34311	7/31/2024	9179146395	7/11/2024			Vehicle 40-101 Filter Kit	116.86	55054830-531000	
336	GRAINGER, DEPT 821837135	34311	7/31/2024	9185347474	7/17/2024			Hard Hat Replacements	38.11	40153450-531000	
336	GRAINGER, DEPT 821837135	34311	7/31/2024	9185347474	7/17/2024			Hard Hat Replacements	38.11	40253550-531000	
336	GRAINGER, DEPT 821837135	34311	7/31/2024	9185347474	7/17/2024			Hard Hat Replacements	38.11	40853150-531000	
336	GRAINGER, DEPT 821837135	34311	7/31/2024	9185347474	7/17/2024			Hard Hat Replacements	38.09	00154260-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
336	GRAINGER, DEPT 821837135	34311	7/31/2024	9190526161	7/22/2024			Pipe Sealant - Fleet	164.98	55054830-531000	
336	GRAINGER, DEPT 821837135	34311	7/31/2024	9190564667	7/22/2024			Bollard Cart Wheels	363.71	55054830-531000	
								Check 34311 Tota	884.04		
332	GRAY & OSBORNE INC	34312	7/31/2024	22446.00-21	7/17/2024		22004	CIP 21-17 WWTF Equip. Modernization 7/13/24	19,282.70	40259438-562106	02117-PE-Design-
								Check 34312 Total	19,282.70		
5487	GREATAMERICA FINANCIAL SVCS	34313	7/31/2024	QT2534262	7/22/2024			FP PostBase 45 System Lease Buyout (Postage Meter)	13.12	00151890-545000	
								Check 34313 Total	13.12		
354	HD FOWLER CO	34314	7/31/2024	C613269	6/17/2024			Return: Incorrect parts (Orig Inv #I6732950)	-398.04	31059476-563308	
354	HD FOWLER CO	34314	7/31/2024	C614479	6/28/2024			Exhange:RVP Covered Irrg Repair; Orig Inv#I6746298	-8.68	31059476-563308	
354	HD FOWLER CO	34314	7/31/2024	I6747479	7/1/2024			RVP falcon circle rotors - Construction repairs	652.21	31059476-563308	
354	HD FOWLER CO	34314	7/31/2024	I6757106	7/11/2024			Coupling Valve, Hose Swivel - Heritage Park	418.14	00157680-531000	
354	HD FOWLER CO	34314	7/31/2024	I6760426	7/15/2024			Water Meter Boxes	2,083.73	40153450-531023	
354	HD FOWLER CO	34314	7/31/2024	I6767604	7/22/2024			Pipe Fittings for Central Well CL2 System	77.94	40153450-531024	
								Check 34314 Total	2,825.30		
1139	HI-LINE INC	34315	7/31/2024	11141152	7/22/2024			Fleet Stock	190.04	55054830-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 34315 Total	190.04		
6527	INTEGRATED POWER SERVICES LLC	34316	7/31/2024	6805904	7/16/2024			WWTF - Thermal fluid pump motor	2,162.63	40253585-531018	
								Check 34316 Total	2,162.63		
3226	INTERCOM LANGUAGE SERVICES	34317	7/31/2024	24-337	6/28/2024			June 2024 interpretation services	1,200.00	00151250-541012	
								Check 34317 Total	1,200.00		
6204	IRONCLAD COMPANY	34318	7/31/2024	28632	7/8/2024			Vehicle 33-123 Brooms	3,887.25	55054830-531000	
								Check 34318 Total	3,887.25		
1270	JENNINGS EQUIPMENT INC	34319	7/31/2024	55214P	7/19/2024			F3990 Mower Deck Parts	851.25	55054830-531000	
1270	JENNINGS EQUIPMENT INC	34319	7/31/2024	55332P	7/23/2024			Vehicle F3990 Parts - Bolt Blades	30.30	55054830-531000	
1270	JENNINGS EQUIPMENT INC	34319	7/31/2024	55337P	7/23/2024			Return: F3990 Bolt Blades (Orig Inv #55332P)	-15.15	55054830-531000	
								Check 34319 Total	866.40		
6249	JETT LANDSCAPE ARCHITECTURE & DESIGN	34320	7/31/2024	23309	6/15/2024		24043	W-24-07 Task Order Interim HP 6/15/24	2,345.98	31059476-563313	W2407-PE-Design-
6249	JETT LANDSCAPE ARCHITECTURE & DESIGN	34320	7/31/2024	23315	6/15/2024		22052	W2204 Heritage Park& Alley Master Plan 6/15/24	68,156.00	31059476-563310	W2204-PE-Design-
6249	JETT LANDSCAPE ARCHITECTURE & DESIGN	34320	7/31/2024	23369	7/15/2024		22052	W2204 HP & Alley Master Plan Amdmt 1 6/24	72,018.50	31059476-563310	W2204-PE-Design-
								Check 34320 Total	142,520.48		
5355	JMJ TEAM	34321	7/31/2024	3475	7/11/2024		23060	Task Order CIP 22-03 Cemetery Bldg 06/24	1,175.00	32559436-562110	02203-CM-Construct-

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5355	JMJ TEAM	34321	7/31/2024	3476	7/11/2024		24023	Task Order T2406 Sanitary Sewer Survey 06/24	20,947.50	40259435-563420	
								Check 34321 Total	22,122.50		
6160	KPG PSOMAS INC	34322	7/31/2024	209186	6/19/2024		19131	CIP 13-11 166th Ave E Rdwy Widng/Ints 5/30/24	17,385.84	32059530-563513	01311-PE-Design-
6160	KPG PSOMAS INC	34322	7/31/2024	210256	7/8/2024		19131	CIP 13-11 166th Ave E Rdwy Widending/Ints 6/30/24	14,193.46	32059530-563513	01311-PE-Design-
								Check 34322 Total	31,579.30		
6437	KRAZAN & ASSOCIATES OF WA INC	34323	7/31/2024	INV F611193 - 31450	6/30/2024		23076	CIP 18-04 Task Order Rainier View Ct 06/30/24	747.50	31059476-563308	01804-CN- -
								Check 34323 Total	747.50		
205	L. N. CURTIS & SONS	34324	7/31/2024	INV839658	6/28/2024			Duty belt for Officer Wimmer	118.15	00152120-531026	
205	L. N. CURTIS & SONS	34324	7/31/2024	INV845235	7/16/2024			Uniform Belt for Officer Anderson	159.79	00152120-531026	
205	L. N. CURTIS & SONS	34324	7/31/2024	INV846785	7/19/2024			Uniform pants for Officer Anderson	77.13	00152120-531026	
205	L. N. CURTIS & SONS	34324	7/31/2024	INV846986	7/22/2024			MAS - Armor Carrier Patches for Baldwin	85.23	44055432-531026	
								Check 34324 Total	440.30		
2948	LANGUAGE LINE SERVICES	34325	7/31/2024	11350584	6/30/2024			Language Line Services June 2024	9.11	00152120-541000	
								Check 34325 Total	9.11		
6250	LARSON & ASSOCIATES	34326	7/31/2024	243594	7/16/2024			Code amendments thru July 6, 2024	2,437.50	00155850-541000	
								Check 34326 Total	2,437.50		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3790	LAW OFFICE OF THOMAS GUILFOIL	34327	7/31/2024	2024 - 06	7/6/2024		24005	Indigent Defense & Comm Court Services - June 2024	6,500.00	00151591-541001	
3790	LAW OFFICE OF THOMAS GUILFOIL	34327	7/31/2024	2024 - 06	7/6/2024		24005	Indigent Defense & Comm Court Services - June 2024	600.00	00151255-541000	
								Check 34327 Total	7,100.00		
3442	LEMAY MOBILE SHREDDING	34328	7/31/2024	4843981S185	6/1/2024			Shred Event 5/11/2024; Acct #2185-969170	1,300.00	00157394-541000	
3442	LEMAY MOBILE SHREDDING	34328	7/31/2024	4847093S185	7/1/2024			PD - Shred Svc Acct #2185-965191 06/2024	57.00	00152120-541000	
3442	LEMAY MOBILE SHREDDING	34328	7/31/2024	4847880S185	7/1/2024			Late Fee - Shred Event; Acct #2185-969170	19.50	00157394-549000	
								Check 34328 Total	1,376.50		
6091	MACKAY SPOSITO INC	34329	7/31/2024	051131	7/8/2024		23044	CIP 23-02 Elm St Sidewalks Design 6/22/24	23,354.50	30259561-563113	02302-PE- -
								Check 34329 Total	23,354.50		
6149	MASTERS TELECOM LLC	34330	7/31/2024	40253	7/9/2024			VOIP phone line for WWTP SCADA - JULY 2024	91.68	55151880-542000	
6149	MASTERS TELECOM LLC	34330	7/31/2024	41029	7/22/2024			HR FAX AND PD CALLBOXES JUNE 2024	59.82	55151880-542000	
								Check 34330 Total	151.50		
505	MATTHEWS INTERNATIONAL CORP	34331	7/31/2024	9002453853	7/9/2024			Inscription - Muncy	556.11	41053600-534000	
								Check 34331 Total	556.11		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6027	MCLENDON HARDWARE	34332	7/31/2024	I63078/3	6/27/2024			Water Parts for Water Leak - 76th St Ct E	13.21	40153450-531023	
6027	MCLENDON HARDWARE	34332	7/31/2024	i66274/3	7/2/2024			CH Bulk Fasteners	18.72	00151830-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I68237/3	7/5/2024			BHSC rr repair flx, cln, brs	35.61	00157680-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I68366/3	7/5/2024			BHSC rr repair dct, cord, plt glv, sds	32.74	00157680-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I69505/3	7/7/2024			BHSC organizer	20.35	00151835-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I70234/3	7/8/2024			WWTF - Isopropyl Alcohol for UV Maint.	69.23	40253585-531018	
6027	MCLENDON HARDWARE	34332	7/31/2024	I70606/3	7/9/2024			Tree Farm trmr pvc cplng	19.50	00155490-541010	
6027	MCLENDON HARDWARE	34332	7/31/2024	I72150/3	7/11/2024			Heritage hose, brass, sprnklr	168.99	00157680-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I72185/3	7/11/2024			Rivergrove Tree Fertilizer	51.90	00157680-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I72464/3	7/12/2024			Hertiage sprnklr, hose, btry	88.56	00157680-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I72472/3	7/12/2024			SR Ctr - Coupling, elbow, adapter	16.24	00156910-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I72487/3	7/12/2024			Garbage Pick-up Stick Grabbers	18.32	00154230-535000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I72487/3	7/12/2024			Garbage Pick-up Stick Grabbers	18.32	40853150-535000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I74894/3	7/16/2024			Irrigation bins organizer	46.82	00157680-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I74939/3	7/16/2024			Heritage Lock	19.34	00157680-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I75105/3	7/16/2024			Signals - Hand Tool	15.26	00154260-535000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I75227/3	7/16/2024			Lawn Aerator	53.96	00157680-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6027	MCLENDON HARDWARE	34332	7/31/2024	I75329/3	7/16/2024			Rivergrove trees, liquinox	48.83	00157680-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I75869/3	7/17/2024			Hand Tools for Sign Truck	23.40	00154260-535000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I76365/3	7/18/2024			WWTF-Centrate Room Water Line Repair Parts	65.48	40253585-531018	
6027	MCLENDON HARDWARE	34332	7/31/2024	I78606/3	7/22/2024			Shop supplies - Cemetery	42.72	41053600-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I78613/3	7/22/2024			3/8 Universal Joint	16.28	00154260-535000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I79519/3	7/23/2024			Misc Hardware - Fleet	115.03	55054830-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I80229/3	7/24/2024			Car Wash Supplies	30.52	55054830-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I80562/3	7/25/2024			Portland Cement for Sidewalks	73.28	00154260-531009	
6027	MCLENDON HARDWARE	34332	7/31/2024	I80567/3	7/25/2024			CM: Orig. Inv. #I80562/3, Cement for sidewalks	-73.28	00154260-531009	
6027	MCLENDON HARDWARE	34332	7/31/2024	I80574/3	7/25/2024			Portland Cement for Sidewalks	73.28	00154260-531009	
6027	MCLENDON HARDWARE	34332	7/31/2024	I80592/3	7/25/2024			Storm - PVC Sprinkler Swing Assembly, Tape Measure	4.89	40853150-531000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I80592/3	7/25/2024			Storm - PVC Sprinkler Swing Assembly, Tape Measure	16.28	40853150-535000	
6027	MCLENDON HARDWARE	34332	7/31/2024	I80851/3	7/25/2024			Vacuum Hose Replacement for Shop Vac	35.63	40153450-531000	
								Check 34332 Total	1,179.41		
6027	MCLENDON HARDWARE	34333	7/31/2024	I63161/3	6/28/2024			PVC Cplng	8.53	00151830-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6027	MCLENDON HARDWARE	34333	7/31/2024	I67095/3	7/3/2024			Fence repair - strong tie	1.61	00157680-531000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I70022/3	7/8/2024			BHSC key	1.01	00157680-531000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I70823/3	7/9/2024			Flower baskets top soil	4.93	00157680-531000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I71204/3	7/10/2024			Sign Hardware - RFB Fred Meyer	9.79	00154260-531000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I72022/3	7/11/2024			Heritage pvc	2.85	00157680-531000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I75551/3	7/17/2024			CH worm gear	2.23	00151830-531000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I75889/3	7/17/2024			WWTF-Stop rust spray for Grit Classifier repair	8.14	40253585-531000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I76807/3	7/19/2024			Vehicle 33-108 Valve Fittings	4.76	55054830-531000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I76947/3	7/19/2024			1/4in Hex Bit Socket	6.61	00154260-535000	
6027	MCLENDON HARDWARE	34333	7/31/2024	I80950/3	7/25/2024			Vehicle 33-003 Keys	4.06	55054830-531000	
								Check 34333 Total	54.52		
2111	MCMASTER-CARR	34334	7/31/2024	29598640	7/3/2024			MAS - Hardware for Cat Kennels	82.73	44055430-531000	
								Check 34334 Total	82.73		
6475	MOULTON, TERRA DANIELLE	34335	7/31/2024	0003 - 07/25/2024	7/25/2024			Judge Pro Tem; 07/25/2024 (Judge Swain)	400.00	00151250-541000	
								Check 34335 Total	400.00		
1843	MULTICARE	34336	7/31/2024	159836	7/1/2024			DOT Exam and Audiology testing	379.00	00151900-541000	
								Check 34336 Total	379.00		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5838	MURREYS DISPOSAL CO INC	34337	7/31/2024	12197877S111	7/1/2024			Cemetery Garbage Svc-Acct #2111-41174775; June2024	290.36	41053600-547000	
								Check 34337 Total	290.36		
555	NATIONAL SAFETY INC	34338	7/31/2024	0731115-IN	7/22/2024			Extra Flagging Vest - Casey S	31.88	00154260-531000	
								Check 34338 Total	31.88		
1090	NELSON TRUCK	34339	7/31/2024	754873	7/22/2024			Vehicle 09-106 Ladder Rack	3,142.63	55054830-531000	
								Check 34339 Total	3,142.63		
4900	NEOGOV	34340	7/31/2024	INV-43096	7/8/2024			Governmentjobs.com and Insight annual subscription	9,185.19	55151880-535014	
								Check 34340 Total	9,185.19		
5766	NEW PIG CORPORATION	34341	7/31/2024	4325072-00	6/11/2024			PW Spill Supplies - for Stormwater	4,113.20	40853150-531000	
5766	NEW PIG CORPORATION	34341	7/31/2024	4325072-01	6/20/2024			Spill Peat Absorbent - for Stormwater	1,383.53	40853150-531000	
								Check 34341 Total	5,496.73		
6313	NISQUALLY INDIAN TRIBE	34342	7/31/2024	40159	4/30/2024		23017	April 2024 Prisoner Med	23.76	00152360-551003	
6313	NISQUALLY INDIAN TRIBE	34342	7/31/2024	40305	6/30/2024		23017	June 2024 Jail Services	1,170.00	00152360-551003	
								Check 34342 Total	1,193.76		
3672	NATIONAL PELRA	34343	7/31/2024	11036	7/8/2024			McNeilly- 2025 NPELRA Conf Registration	849.00	00151810-549003	
3672	NATIONAL PELRA	34343	7/31/2024	11037	7/8/2024			Steffens -2025 NPELRA Conf Registration	849.00	00151310-549003	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 34343 Total	1,698.00		
3934	O'REILLY AUTO PARTS	34344	7/31/2024	4478-275610	7/9/2024			Vehicle 33-005 Heater Parts	37.25	55054830-531000	
3934	O'REILLY AUTO PARTS	34344	7/31/2024	4478-275611	7/9/2024			Forklift Oil Filter	5.86	55054830-531000	
3934	O'REILLY AUTO PARTS	34344	7/31/2024	4478-276011	7/11/2024			W.A.M Filter - Fleet	43.09	55054830-531000	
3934	O'REILLY AUTO PARTS	34344	7/31/2024	4478-276121	7/12/2024			Fleet Stock	50.19	55054830-531000	
3934	O'REILLY AUTO PARTS	34344	7/31/2024	4478-277041	7/18/2024			Fleet Stock	17.51	55054830-531000	
3934	O'REILLY AUTO PARTS	34344	7/31/2024	4478-277219	7/19/2024			Windshield Washer Fluid	178.44	55054830-531000	
								Check 34344 Total	332.34		
601	OFFICE MINORITY & WOMEN'S BUSINESS	34345	7/31/2024	30314723	3/5/2024			Political Subdivision Fee 7/1/2023-6/30/2025	1,293.93	00151890-549004	
								Check 34345 Total	1,293.93		
9999	BETHANY WALTON	34346	7/31/2024	Rfnd-B.Walton Permit	7/2/2024			Refund: B.Walton - Permit #PLN-2024-0001	200.00	00134583-345831	
								Check 34346 Total	200.00		
9999	BRUCE & CORNELIA ARCHER	34347	7/31/2024	Util Rfnd-Archer2024	3/5/2024			Utility Refund: Acct #6160-B&C Archer-Large CR Bal	943.06	401-122102	
9999	BRUCE & CORNELIA ARCHER	34347	7/31/2024	Util Rfnd-Archer2024	3/5/2024			Utility Refund: Acct #6160-B&C Archer-Large CR Bal	114.00	402-122107	
								Check 34347 Total	1,057.06		
9999	KATHLEEN HOPKINS	34348	7/31/2024	Rfnd-SidewalkHopkins	7/18/2024			Refund: Overpymt Sidewalk Prog/K.Hopkins	4.00	30234410-344110	
								Check 34348 Total	4.00		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
9999	TERRY MCCOY	34349	7/31/2024	Rfnd: Cemetery Int	6/27/2024			Refund: Interest on Pre-Need Trust	178.13	410-245100	
								Check 34349 Total	178.13		
9999	WASHINGTON ENERGY SERVICES	34350	7/31/2024	Permit Rfd-WA Energy	6/25/2024			Refund: WA Energy Services - MECR-2024-0043	38.30	00132210-322102	
								Check 34350 Total	38.30		
2852	PACIFIC COAST MEMORIALS INC	34351	7/31/2024	240701265	7/10/2024			Marker-Littrell	740.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	34351	7/31/2024	240701266	7/10/2024			Marker-DeVries	920.00	41053600-534000	
								Check 34351 Total	1,660.00		
6451	PACIFIC MOBILE STRUCTURES LLC	34352	7/31/2024	INV-00387669	8/1/2024	45		36 Month Lease Agreement 12X40 Building Aug 2024	1,020.82	40153450-545000	
								Check 34352 Total	1,020.82		
5902	PAPE MACHINERY INC	34353	7/31/2024	15320469	5/24/2024			Cemetery Backhoe Lever	658.33	55054830-531000	
5902	PAPE MACHINERY INC	34353	7/31/2024	15337647	5/30/2024			Trimmer Recoil Assembly	30.10	55054830-531000	
5902	PAPE MACHINERY INC	34353	7/31/2024	15427795	7/10/2024			E-6 Mower Blades	760.43	55054830-531000	
5902	PAPE MACHINERY INC	34353	7/31/2024	15449951	7/10/2024			Loader Hyd. Filter	24.12	55054830-531000	
5902	PAPE MACHINERY INC	34353	7/31/2024	15450078	7/10/2024			997 Fuel Pump	148.18	55054830-531000	
5902	PAPE MACHINERY INC	34353	7/31/2024	15453950	7/11/2024			Cemetery Fuel Pump & Filter	186.14	55054830-531000	
5902	PAPE MACHINERY INC	34353	7/31/2024	15470643	7/17/2024			997 Filter -Fleet	40.43	55054830-531000	
5902	PAPE MACHINERY INC	34353	7/31/2024	15480816	7/24/2024			997 Fuel Valve	927.51	55054830-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5902	PAPE MACHINERY INC	34353	7/31/2024	15494023	7/25/2024			PW Blower	131.39	55054830-535000	
5902	PAPE MACHINERY INC	34353	7/31/2024	15494108	7/25/2024			HPX Gator Seats	414.87	55054830-531000	
5902	PAPE MACHINERY INC	34353	7/31/2024	WM 341602 S	7/29/2024			Parks Blower - Pape' Purchase Order #10564640	12,383.36	00159476-564010	
								Check 34353 Total	15,704.86		
5687	PASADO'S SAFE HAVEN	34354	7/31/2024	2168015	5/8/2024			MAS Spay/Neuter Services Apr 2024	342.00	44055430-541000	
5687	PASADO'S SAFE HAVEN	34354	7/31/2024	2185973	7/9/2024			MAS Spay Neuter Services Jun 2024	390.00	44055430-541000	
								Check 34354 Total	732.00		
1618	PATTERSON VETERINARY SUPPLY	34355	7/31/2024	3031929153	7/10/2024			MAS Shelter Cleaning Supplies	89.16	44055430-531000	
1618	PATTERSON VETERINARY SUPPLY	34355	7/31/2024	3031943936	7/10/2024			MAS Vaccines and cleaning supples	1,440.69	44055430-531000	
1618	PATTERSON VETERINARY SUPPLY	34355	7/31/2024	3032167287	7/24/2024			MAS Vaccines/Cleaning supplies	765.82	44055430-531000	
								Check 34355 Total	2,295.67		
6214	PBS ENGINEERING & ENVIRONMENTAL INC	34356	7/31/2024	0041825.004 - 1	7/23/2024		24022	W-24-02 Task Order Tank Oversight 7/19/24	10,562.58	32559481-563206	
								Check 34356 Total	10,562.58		
642	PERKINS COIE LLP	34357	7/31/2024	7055995	6/30/2024		23026	Consulting related to contamin	1,045.00	00151541-541000	
								Check 34357 Total	1,045.00		
2722	PETLAND	34358	7/31/2024	197312	7/11/2024			MAS - Animal Disposal - 200lbs	48.00	44055430-541000	
2722	PETLAND	34358	7/31/2024	198183	7/18/2024			MAS - Animal Disposal - 30lbs	7.20	44055430-541000	
2722	PETLAND	34358	7/31/2024	198582	7/25/2024			MAS - Animal Disposal - 100lbs	24.00	44055430-541000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 34358 Total	79.20		
6163	PHENOVA INC	34359	7/31/2024	315564	7/16/2024			WWTF - Lab - Biosolids PT Testing	338.64	40253585-541000	
								Check 34359 Total	338.64		
627	PIERCE COUNTY BUDGET & FINANCE	34360	7/31/2024	CI-353849	6/28/2024			CIP23-04 West Well & Cemetery Water Imp.ROW Permit	875.00	40159434-563427	02304-PE-DWAT-
627	PIERCE COUNTY BUDGET & FINANCE	34360	7/31/2024	CI-354129	7/9/2024			Radar Certification/repair - Includes Sales Tax	148.50	00152120-548000	
627	PIERCE COUNTY BUDGET & FINANCE	34360	7/31/2024	CI-354355	7/10/2024			2024 PCRC Membership	138.34	40153410-549004	
627	PIERCE COUNTY BUDGET & FINANCE	34360	7/31/2024	CI-354355	7/10/2024			2024 PCRC Membership	138.35	40253510-549004	
627	PIERCE COUNTY BUDGET & FINANCE	34360	7/31/2024	CI-354355	7/10/2024			2024 PCRC Membership	138.35	40853110-549004	
627	PIERCE COUNTY BUDGET & FINANCE	34360	7/31/2024	CI-354743	7/25/2024			2024 Q1 Membership Dues to RCC	3,802.05	00151890-549004	
								Check 34360 Total	5,240.59		
4513	PLATT ELECTRIC SUPPLY	34361	7/31/2024	5F91748	6/5/2024			CH connec rj45	37.18	00151830-531000	
4513	PLATT ELECTRIC SUPPLY	34361	7/31/2024	5F91755	6/5/2024			CH cat6 - IT Cameras wire	1,679.49	00151830-531000	
4513	PLATT ELECTRIC SUPPLY	34361	7/31/2024	5G03797	6/6/2024			CH bridle IT Cameras	287.88	00151830-531000	
4513	PLATT ELECTRIC SUPPLY	34361	7/31/2024	5H13667	6/21/2024			REM RAM-25M50F M25X.50NPT - ADAPTER	21.30	55151880-535017	
4513	PLATT ELECTRIC SUPPLY	34361	7/31/2024	5I03042	7/3/2024			CH Camera Install Misc	77.23	00151830-531000	
4513	PLATT ELECTRIC SUPPLY	34361	7/31/2024	5I46832	7/10/2024			Splitter	128.09	00151830-531000	
								Check 34361 Total	2,231.17		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5423	PROFESSIONAL TRAINING ASSN	34362	7/31/2024	5431	7/5/2024			WWTF-CEU Training for Josh Mavin	260.00	40253585-549003	
								Check 34362 Total	260.00		
678	PUGET SOUND ENERGY	34363	7/31/2024	220034499057-06/2024	6/21/2024			1399 Main St # Signal 06/21/2024	10.89	00154260-547002	
678	PUGET SOUND ENERGY	34363	7/31/2024	220034499057-07/2024	7/23/2024			1399 Main St # Signal 07/23/2024	10.89	00154260-547002	
678	PUGET SOUND ENERGY	34363	7/31/2024	220035170517-06/2024	6/21/2024			906 Kincaid Ave IRR - 06/21/2024	77.77	00157680-547000	
678	PUGET SOUND ENERGY	34363	7/31/2024	220035170517-07/2024	7/23/2024			906 Kincaid Ave IRR - 07/23/2024	85.30	00157680-547000	
678	PUGET SOUND ENERGY	34363	7/31/2024	300000004006-07/2024	7/15/2024			Rivergrove & 72nd St E / 1509 45th St E Pump	169.82	40253550-547000	
678	PUGET SOUND ENERGY	34363	7/31/2024	300000007561-07/2024	7/15/2024			Multiple Street Lights	9,492.88	00154260-547001	
678	PUGET SOUND ENERGY	34363	7/31/2024	90828932	7/11/2024			CIP 19-05 TCUW Street Light Standards-Cherry&Maple	18,104.67	40159434-563461	01905-CN-CSTRE-
								Check 34363 Total	27,952.22		
4561	PUGET SOUND HARDWARE INC	34364	7/31/2024	12189	2/28/2024			Shackles	90.34	00151830-531000	
								Check 34364 Total	90.34		
690	QUALITY CONTROL SERVICES INC	34365	7/31/2024	75258	6/28/2024			WWTF-Yearly Lab Equipment Calibrations	575.00	40253585-541000	
								Check 34365 Total	575.00		
1199	RH2 ENGINEERING, INC.	34366	7/31/2024	96992	7/23/2024		20033	CIP 19-10 S Tank Seismic Retrofit 6/30/24	663.50	40159434-563407	01910-PE- -
								Check 34366 Total	663.50		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5872	ROSEN SUPPLY CO	34367	7/31/2024	039299 01	6/25/2024			Cemetery Shop Supplies-Plumbing	33.88	41053600-531000	
								Check 34367 Total	33.88		
4195	SAFETY-KLEEN SYSTEMS INC	34368	7/31/2024	95000094	7/13/2024			New Bulk Oil	936.77	55054830-531000	
								Check 34368 Total	936.77		
4847	SCORE	34369	7/31/2024	7981	7/10/2024		23037	June 2024 Jail Services and Prisoner Med	5,741.44	00152360-551003	
								Check 34369 Total	5,741.44		
536	SECURE PACIFIC CORPORATION	34370	7/31/2024	415132	8/1/2024			MAS Alarm Monitoring - Shelter 08/01 - 10/31/2024	28.61	44055432-541000	
536	SECURE PACIFIC CORPORATION	34370	7/31/2024	415132	8/1/2024			MAS Alarm Monitoring - Shelter 08/01 - 10/31/2024	57.22	44055430-541000	
536	SECURE PACIFIC CORPORATION	34370	7/31/2024	415496	8/1/2024			Sr Ctr Burg/Fire Alarm Monitoring	223.77	00156910-541000	
								Check 34370 Total	309.60		
6479	SECURITY SOLUTIONS NW LLC	34371	7/31/2024	362466	6/30/2024	21		Cameras and devices for WWTF	64,707.22	55151880-535017	
6479	SECURITY SOLUTIONS NW LLC	34371	7/31/2024	362491	6/30/2024	20		Security camera project - Base server and programm	26,532.24	55151880-535017	
6479	SECURITY SOLUTIONS NW LLC	34371	7/31/2024	362494	6/30/2024	22		Cameras and devices for City Hall	38,174.97	55151880-535017	
								Check 34371 Total	129,414.43		
787	SENTINEL PEST CONTROL	34372	7/31/2024	301230	7/10/2024			CH Ants stand	99.89	00151830-541000	
								Check 34372 Total	99.89		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
800	SHOPE CONCRETE PRODUCTS	34373	7/31/2024	10035156	7/16/2024			Fast Patch & 3" Riser - Storm	249.01	40853150-531000	
								Check 34373 Total	249.01		
806	SIR SPEEDY	34374	7/31/2024	145080	6/24/2024			Summer Newsletter 2024 - 6000	3,787.61	00151315-549005	
806	SIR SPEEDY	34374	7/31/2024	145080	6/24/2024			Summer Newsletter 2024 - 6000	1,286.10	00151315-542000	
806	SIR SPEEDY	34374	7/31/2024	145262	6/24/2024			Commissary Kitchen noticing	124.83	00155850-544000	
806	SIR SPEEDY	34374	7/31/2024	145370	6/28/2024			Postcards with mailing services - 888	580.35	00151315-549005	
								Check 34374 Total	5,778.89		
816	SNIDER & SON INC	34375	7/31/2024	0528249-IN	7/11/2024			PW Bulk Fuel	977.09	55054830-532000	
816	SNIDER & SON INC	34375	7/31/2024	0528983-IN	7/22/2024			PW Bulk Fuel	837.15	55054830-532000	
								Check 34375 Total	1,814.24		
3816	SOUND INSPECTIONS, LLC	34376	7/31/2024	20222284-63	6/30/2024		23078	Plan Review, Building/Fire Ins June	6,988.84	00155850-541000	
								Check 34376 Total	6,988.84		
3240	SOUND PUBLISHING INC	34377	7/31/2024	ECH996706	5/29/2024			CIP 23-04 Cemetery Irrig. Imps Call for Bid Ad	453.10	41559436-563201	02304-CN-OpsMaint-
3240	SOUND PUBLISHING INC	34377	7/31/2024	ECH997092	6/5/2024			CIP 20-04 LS 2 & 6 ContrlPanel Replace Bid Ad	453.10	40259435-563441	02004-CN- -
3240	SOUND PUBLISHING INC	34377	7/31/2024	ECH997917	6/19/2024			NOA SEPA-2024-0005	39.40	00155850-544000	
3240	SOUND PUBLISHING INC	34377	7/31/2024	ECH998068	6/26/2024			NOA/NOH CUP2024-0003	64.03	00155850-544000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3240	SOUND PUBLISHING INC	34377	7/31/2024	ECH998102	6/26/2024			NOA CUP-2024-0004	34.48	00155850-544000	
								Check 34377 Total	1,044.11		
6540	SOUTH SOUND COMMISSARY	34378	7/31/2024	ARPA Funds Grant-Pt1	7/16/2024			ARPA Funds Grant - Part 1	50,000.00	11555870-549022	
								Check 34378 Total	50,000.00		
3807	SPECIALIZED PAVEMENT MARKING LLC	34379	7/31/2024	Retain Release 07/24	7/24/2024			Release Retainage, W22-11-Plastic Marking Appli.	5,393.99	001-223450	
								Check 34379 Total	5,393.99		
3271	STAPLES BUSINESS ADVANTAGE	34380	7/31/2024	6005636702	6/29/2024			Printer Ink for the Shelter	50.55	44055430-531000	
3271	STAPLES BUSINESS ADVANTAGE	34380	7/31/2024	6005636703	6/29/2024			Ink, Tape, Tide Pods for PD	79.17	00152120-531000	
3271	STAPLES BUSINESS ADVANTAGE	34380	7/31/2024	6005636704	6/29/2024			Wireless Mouse, 'AA' Batteries	67.02	00151420-531000	
3271	STAPLES BUSINESS ADVANTAGE	34380	7/31/2024	6006364744	7/6/2024			MAS - Pre-inked Stamp	125.64	44055432-531000	
3271	STAPLES BUSINESS ADVANTAGE	34380	7/31/2024	6006364745	7/6/2024			Keyboard and Mouse Combo	76.64	00151420-531000	
								Check 34380 Total	399.02		
5855	SUMNER LAWN 'N SAW	34381	7/31/2024	135308	7/10/2024			Cemetery Shop Supplies	101.81	41053600-531000	
5855	SUMNER LAWN 'N SAW	34381	7/31/2024	136001	7/22/2024			Cemetery Ops Bld Generator EU7000	4,954.49	32559436-562110	
5855	SUMNER LAWN 'N SAW	34381	7/31/2024	136194	7/25/2024			Chain Loops - Cemetery	50.10	41053600-531000	
								Check 34381 Total	5,106.40		
826	SUMNER-BONNEY LAKE SCHOOL DIST	34382	7/31/2024	Qtr2 2024 Impct Fees	7/10/2024			2nd Qtr 2024 School Impact Fees	313,050.96	001-229510	
								Check 34382 Total	313,050.96		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
921	TACOMA SCREW PRODUCTS INC	34383	7/31/2024	100304760-00	6/25/2024			Driver bit set	73.32	00151830-535000	
								Check 34383 Total	73.32		
882	TEKS SERVICES,INC	34384	7/31/2024	58662	6/26/2024			CUP-2024-0004 commissary kitchen	59.73	00155850-544000	
882	TEKS SERVICES,INC	34384	7/31/2024	58777	7/11/2024			July 2024 Utilities Shut Off Statements	36.44	40153470-541000	
882	TEKS SERVICES,INC	34384	7/31/2024	58777	7/11/2024			July 2024 Utilities Shut Off Statements	36.44	40253570-541000	
882	TEKS SERVICES,INC	34384	7/31/2024	58777	7/11/2024			July 2024 Utilities Shut Off Statements	36.44	40853170-541000	
882	TEKS SERVICES,INC	34384	7/31/2024	58777	7/11/2024			July 2024 Utilities Shut Off Statements	81.92	40153470-542000	
882	TEKS SERVICES,INC	34384	7/31/2024	58777	7/11/2024			July 2024 Utilities Shut Off Statements	81.92	40253570-542000	
882	TEKS SERVICES,INC	34384	7/31/2024	58777	7/11/2024			July 2024 Utilities Shut Off Statements	81.92	40853170-542000	
882	TEKS SERVICES,INC	34384	7/31/2024	58905	7/24/2024			MAS Business Cards Thawsh & Baldwin	87.60	44055432-531000	
								Check 34384 Total	502.41		
4418	THOMSON REUTERS	34385	7/31/2024	850446042	7/1/2024			ONLINE/SOFTWARE SUBSCRIPTION CHARGES JULY 2024	262.81	55151880-535014	
								Check 34385 Total	262.81		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5561	TIERRA RIGHT OF WAY SERVICES	34386	7/31/2024	2401023	7/8/2024		24028	Task Order CIP 17-13 Ops TCE Cabrera Prpt 6/30/24	1,794.00	32559481-562001	01713-CN- -
								Check 34386 Total	1,794.00		
3684	TRYCOM INC	34387	7/31/2024	06272024	6/27/2024			SPD Carwashes (20)	175.78	55054830-541000	
								Check 34387 Total	175.78		
5914	TYLER BUSINESS FORMS	34388	7/31/2024	94661	7/16/2024			C-Fold Blank A/P Check Stock - 2,000 Count	584.30	00151420-531000	
								Check 34388 Total	584.30		
4499	U.S. BANK CORP. PAYMENT SYSTEM	34389	7/31/2024	07-25-2024 Statement	7/25/2024			July 25, 2024 Purchase Cards #4246-0445-5573-2340	21,841.62	001-213150	
								Check 34389 Total	21,841.62		
3698	US BANK NA, BC-MN-H18R	34390	7/31/2024	777223928 - June2024	6/30/2024			June 2024 Monthly Maint, Fed/Equity Fees	22.00	00151890-541000	
								Check 34390 Total	22.00		
6304	USA BLUEBOOK	34391	7/31/2024	INV00408723	6/28/2024			WWTF-Sludge Judge Samplers for Clarifiers	375.48	40253585-535000	
								Check 34391 Total	375.48		
2309	VERIZON WIRELESS	34392	7/31/2024	9967440005	6/23/2024			WASTEWATER SCADA APN - JUNE 2024 942653355-00001	360.68	55151880-542000	
2309	VERIZON WIRELESS	34392	7/31/2024	9969389599	7/18/2024			VERIZON WIRELESS BILL JULY 2024 # 870712272-00001	7,870.19	55151880-542000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 34392 Total	8,230.87		
1229	WA ST DEPT OF TRANSPORTATION	34393	7/31/2024	RE-313-ATB40624004	6/24/2024			CIP13-08 Stewart Rd WSDOT Travel to Jobsite 6/24	44.00	32059530-563508	01308-ROW-ROW-
1229	WA ST DEPT OF TRANSPORTATION	34393	7/31/2024	RE-313-ATB40708003	7/8/2024			CIP13-08 Stewart Rd WSDOT Travel to Jobsite 6/24	44.00	32059530-563508	01308-ROW-ROW-
1229	WA ST DEPT OF TRANSPORTATION	34393	7/31/2024	RE-313-ATB40715134	7/15/2024			CIP19-02 Main & Wood Ints WSDOT Inspection 6/30/24	205.93	32059530-563514	01902-CN-Construct-
								Check 34393 Total	293.93		
1052	WA ST PATROL - BUDGET & FISCAL	34394	7/31/2024	I2407087	7/2/2024			Person Search, Period 06/2024 Acct. ID 950691	39.75	651-237116	
								Check 34394 Total	39.75		
1166	WASHINGTON AUDIOLOGY SVCS INC	34395	7/31/2024	63605	7/10/2024			Outside Clinic Review/Results - June 2024	22.00	00151900-541000	
								Check 34395 Total	22.00		
1022	WATER MANAGEMENT LABORATORIES	34396	7/31/2024	221642	7/16/2024			Total Coliform (9)	207.00	40153450-541022	
								Check 34396 Total	207.00		
3099	WAXIE SANITARY SUPPLY	34397	7/31/2024	82592319	7/11/2024			TP, Paper Towels	370.04	00151835-531000	
3099	WAXIE SANITARY SUPPLY	34397	7/31/2024	82594316	7/11/2024			MAS Cleaning Supplies	340.21	44055430-531000	
3099	WAXIE SANITARY SUPPLY	34397	7/31/2024	82616219	7/23/2024			Bags, paper towels	309.85	00151835-531000	
3099	WAXIE SANITARY SUPPLY	34397	7/31/2024	82619567	7/24/2024			Paper towels, tp	300.75	00151835-531000	
								Check 34397 Total	1,320.85		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5369	WILLIAMS SCOTSMAN INC	34398	7/31/2024	9021317722	7/1/2024	17		Storage container MBS-898; Parks Temp Office 07/24	657.00	00157680-545000	
								Check 34398 Total	657.00		
4743	ZONES INC	34399	7/31/2024	K22892790101	7/12/2024			DOCUSIGN ANNUAL SUBSCRIPTION	8,186.08	55151880-535014	
								Check 34399 Total	8,186.08		
								Grand Total	**1,126,957.39**		

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

Signed   Date

City of Sumner, WA

Use Tax Report 07/12/2024 to 07/31/2024

VENDOR	DOCUMENT	INVOICE	DESCRIPTION	PAID DATE	RATE	LINE	TAXABLE AMOUNT	USE TAX
INVOICE ACCOUNT				TO BE PAID	FROM			
536	39649	415496	Sr Ctr Burg/Fire A	07/31/2024	9.500	1	223.77	21.26
00156910-541000-				001-237102-				
536	39695	415132	MAS Alarm Monitorin	07/31/2024	10.100	1	85.83	2.89
44055432-541000-				440-237102-				
536	39695	415132	MAS Alarm Monitorin	07/31/2024	10.100	2	85.83	5.78
44055430-541000-				440-237102-				
690	39544	75258	WWTF-Yearly Lab Equ	07/31/2024	9.500	1	575.00	54.63
40253585-541000-				402-237102-				
6163	39550	315564	WWTF - Lab - Biosol	07/31/2024	9.500	1	338.64	32.17
40253585-541000-				402-237102-				
6284	39312	40107148	Pick-Up Services fo	07/31/2024	9.500	1	378.62	5.62
40153470-541000-				401-237102-				
6284	39312	40107148	Pick-Up Services fo	07/31/2024	9.500	2	378.62	5.62
40253570-541000-				402-237102-				
6284	39312	40107148	Pick-Up Services fo	07/31/2024	9.500	3	378.62	5.63
40853170-541000-				408-237102-				

City of Sumner, WA

Use Tax Account Totals

Account		Amount	Discount Percent		Net Amount
001-237102-	$	21.26	0.000 %	$	21.26
401-237102-	$	5.62	0.000 %	$	5.62
402-237102-	$	92.42	0.000 %	$	92.42
408-237102-	$	5.63	0.000 %	$	5.63
440-237102-	$	8.67	0.000 %	$	8.67

***** Use Tax Grand Total - $133.60 *****

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

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

______________________ __________
Signed Date

Report generated: 08/01/2024 14:38
User: normans
Program ID: apsutxrp

Voided Check 1

City of Sumner, WA

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 111100 FOR: Void and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
34104	06/25/2024	VOID	005902 PAPE MACHINERY INC	718.53			
			1 CHECKS CASH ACCOUNT TOTAL	718.53	.00		

Report generated: 08/01/2024 14:45
User: normans
Program ID: apchkrcn

City of Sumner, WA

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	718.53	.00

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

City of Sumner, WA

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 111100 FOR: Void and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
34144	07/11/2024	VOID	002691 *** DO NOT USE *** ARAMAR	.00			
			1 CHECKS CASH ACCOUNT TOTAL	.00	.00		

$67.19

Report generated: 08/01/2024 14:46
User: normans
Program ID: apchkrcn

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	.00	.00

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

Voided Check #34104

AP Payment Manager

Home | Add | Excel Export | Create Positive Pay File | Void Check Run | Supporting Apps

Check Run 06/21/24 | $523,832.55

Status: POSTED | Print Date*: 06/25/2024 | Cash Account: B (999-111100) Equity in Pooled Cash | Comment:

ASSIGNED INVOICES (0) | CHECKS (4)

VOID | CLEAR | Rows per page: 15 | 1-4 of 4

Check Number	Payment Amount	Vendor	Status
	7	pa	
34042	$2,372.77	BLUESPACE INTERIORS	Printed
34073	$620.87	HACH COMPANY	Printed
34103	$7,125.00	PACIFIC COAST MEMORIALS INC	Printed
34104	$718.53	PAPE MACHINERY INC	Printed

Voided Check #34144

AP Payment Manager

Home | Add | Excel Export | Create Positive Pay File | Void Check Run | Supporting Apps

Check Run 07/05/24 | $1,266,632.21

Status: POSTED | Print Date*: 07/11/2024 | Cash Account: B (999-111100) Equity in Pooled Cash | Comment:

ASSIGNED INVOICES (0) | CHECKS (2)

VOID | CLEAR | Rows per page: 15

Check Number	Payment Amount	Vendor	Status
		ara	
34144	$67.19	*** DO NOT USE *** ARAMARK	Printed
34222	$21,996.86	PARAMETRIX	Printed

***** Total Voided Checks - ($785.72) *****

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

Signed ____________________ Date __________

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6514	A TO B BUILDERS LLC	799	7/31/2024	Pay Est #2	7/11/2024		24030	CIP 24-01 Ops Fac. N Parcel Co	179,306.25	40859431-563463	02401-CN- -
								Check 799 Total	179,306.25		
79	BABIC, KEVIN T	800	7/31/2024	KBabicReimb. May2024	7/2/2024			Reimb: Per Diem, Hotel Fee - Western Sys Conf, MT	222.76	00154260-543000	
								Check 800 Total	222.76		
6464	HOFFMAN, ALEX	801	7/31/2024	AHoffmanReimm06/2024	6/28/2024			WA DOL CDL Skills Testing Fee & CDL License Fee	67.72	40153450-549004	
6464	HOFFMAN, ALEX	801	7/31/2024	AHoffmanReimm06/2024	6/28/2024			WA DOL CDL Skills Testing Fee & CDL License Fee	67.72	40253550-549004	
6464	HOFFMAN, ALEX	801	7/31/2024	AHoffmanReimm06/2024	6/28/2024			WA DOL CDL Skills Testing Fee & CDL License Fee	67.72	40853150-549004	
6464	HOFFMAN, ALEX	801	7/31/2024	AHoffmanReimm06/2024	6/28/2024			WA DOL CDL Skills Testing Fee & CDL License Fee	67.73	00154230-549004	
								Check 801 Total	270.89		
5756	KBA, INC.	802	7/31/2024	3008729	7/18/2024		24002	CIP 17-13/24-01 Ops Facility -CMS 6/29/24	71,687.62	40859431-563463	02401-CM- -
								Check 802 Total	71,687.62		
5474	KELLER, JOSH	803	7/31/2024	JKeller Reimb06/2024	6/18/2024			Testing Fee for WTPO	106.00	40153450-549004	
								Check 803 Total	106.00		
2803	LACROSSE, BEAU	804	7/31/2024	B.LaCrosseReimb05/24	6/6/2024			CDL Fingerprints Fee	21.63	40153450-549004	
2803	LACROSSE, BEAU	804	7/31/2024	B.LaCrosseReimb05/24	6/6/2024			CDL Fingerprints Fee	21.63	40253550-549004	
2803	LACROSSE, BEAU	804	7/31/2024	B.LaCrosseReimb05/24	6/6/2024			CDL Fingerprints Fee	21.63	40853150-549004	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2803	LACROSSE, BEAU	804	7/31/2024	B.LaCrosseReimb05/24	6/6/2024			CDL Fingerprints Fee	21.61	00154230-549004	
2803	LACROSSE, BEAU	804	7/31/2024	B.LaCrosseReimb06/24	6/4/2024			WA DOL CDL Testing and Renewal Fee	30.00	40153450-549004	
2803	LACROSSE, BEAU	804	7/31/2024	B.LaCrosseReimb06/24	6/4/2024			WA DOL CDL Testing and Renewal Fee	30.00	40253550-549004	
2803	LACROSSE, BEAU	804	7/31/2024	B.LaCrosseReimb06/24	6/4/2024			WA DOL CDL Testing and Renewal Fee	30.00	40853150-549004	
2803	LACROSSE, BEAU	804	7/31/2024	B.LaCrosseReimb06/24	6/4/2024			WA DOL CDL Testing and Renewal Fee	30.00	00154230-549004	
								Check 804 Total	206.50		
6413	RIVERS EDGE ENVIRONMENTAL SERVICES INC	805	7/31/2024	Pay Est #1	7/11/2024		24020	W-24-02 PWSW 902/906 Kincaid D	98,528.19	32559481-563206	
6413	RIVERS EDGE ENVIRONMENTAL SERVICES INC	805	7/31/2024	Pay Est #1 (FINAL)	7/1/2024		24021	W-24-03 PWSW DMI Demo's PE #1	172,251.53	32559481-563206	01410-CN-CSTRM-
								Check 805 Total	270,779.72		
6172	SNELLING, CHRISTOPHER	806	7/31/2024	C.SnellingReimb06/24	6/14/2024			Testing Fee - Water Treatment Plant Operator Test	106.00	40153450-549004	
								Check 806 Total	106.00		
5922	TCF ARCHITECTURE PLLC	807	7/31/2024	20240638	6/30/2024		20032	CIP 17-13/24-01 Ops Facility Design 06/30/24	10,196.20	32559481-562001	01713-PE-Design-
5922	TCF ARCHITECTURE PLLC	807	7/31/2024	20240638	6/30/2024		20032	CIP 17-13/24-01 Ops Facility Design 06/30/24	11,118.64	40859431-563463	02401-PE- -
								Check 807 Total	21,314.84		
5791	WSP USA INC	808	7/31/2024	40057265	7/11/2024		19144	CIP 13-08 Stewart Rd Bridge Design 6/30/24	17,986.81	32059530-563508	01308-PE-DSTRE-

Sumner, WA
Voucher Certification

munis
a tyler erp solution

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5791	WSP USA INC	808	7/31/2024	40057766	7/10/2024		19144	CIP 13-08 Stewart Rd Bridge ROW 6/30/24	874.57	32059530-563508	01308-ROW-ROW-
								Check 808 Total	18,861.38		
								Grand Total	**562,861.96**		

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

Signed ____________________ Date __________

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5877	FP MAILING SOLUTIONS	15373	7/9/2024	92011170455	7/9/2024			Download postage for postage machine-Reserve Acct	1,000.00	00151890-542000	
5877	FP MAILING SOLUTIONS	15373	7/9/2024	92011170455	7/9/2024			Download postage for postage machine-Reserve Acct	1,000.00	40153410-542000	
5877	FP MAILING SOLUTIONS	15373	7/9/2024	92011170455	7/9/2024			Download postage for postage machine-Reserve Acct	1,000.00	40253510-542000	
5877	FP MAILING SOLUTIONS	15373	7/9/2024	92011170455	7/9/2024			Download postage for postage machine-Reserve Acct	1,000.00	40853110-542000	
								Check 15373 Total	4,000.00		
5539	REDQUOTE INC	15374	7/12/2024	HRA 07/16/2024	7/12/2024			2024 HRA Med/Rx Co-Ins Reimbursements	2,331.72	00151730-521020	
								Check 15374 Total	2,331.72		
1579	DEPARTMENT OF THE TREASURY	15375	7/16/2024	720-2024	7/15/2024			2024 PCORI FEES	280.14	00151730-521020	
								Check 15375 Total	280.14		
5878	CSC	15376	7/15/2024	82859199410 07152024	7/15/2024			South Sound Commissary Agreement	105.80	40153410-541000	
5878	CSC	15376	7/15/2024	82859199410 07152024	7/15/2024			South Sound Commissary Agreement	105.81	40253510-541000	
5878	CSC	15376	7/15/2024	82859199410 07152024	7/15/2024			South Sound Commissary Agreement	105.81	40853110-541000	
								Check 15376 Total	317.42		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
1050	WA STATE DEPT OF REVENUE	15377	7/23/2024	2nd QTR 2024	7/23/2024			2nd Qtr 2024 Leasehold Excise Tax Return	2,163.28	651-237109	
								Check 15377 Total	2,163.28		
								Grand Total	**9,092.56**		

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

Signed Date

Payroll

From:	Laura Hall
To:	Norman Shadlow
Subject:	Voucher Certification - PPE 7/6
Date:	Wednesday, July 10, 2024 2:02:20 PM

Hi Norm, here are the details for PPE 7/6:

Payroll and Benefits Electronic Payments 07/12/2024 – 07/25/2024 in the amount of $677,548.22

Laura Hall, CPP | Finance & Payroll Analyst
City of Sumner
1104 Maple Street | Sumner, WA 98390
(253) 299-5547

CITY OF SUMNER WASHINGTON

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

Signed **Date**

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: August 19, 2024
AGENDA BILL: 24-419

SUBJECT: Ordinance No. 2894 - Amending Sumner Municipal Code 5.08 Utilities **CATEGORY:** Ordinance

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

ATTACHMENTS:
1. Ordinance No. 2894 - Amending Sumner Municipal Code 5.08 Utilities

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
In 2008, the City established tax abatements on customers with electricity, telephone or natural gas bills in excess of $1,500 a month. In 2015, the City revisited this section of the utility code and increased the Utility Tax rate from 5.25% to 6%. The City wishes to amend this regressive tax rate structure by removing the abatement entirely.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 8/8/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion to adopt Ordinance No. 2894 - Amending Sumner Municipal Code 5.08 Utilities.

ORDINANCE NO. 2894
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SMC 5.08 UTILITIES.

WHEREAS, the City provided a tax abatement for electricity users with charges in excess of $1,500 a month; and

WHEREAS, the City provided a tax abatement for telephone users with charges in excess of $1,500 a month; and

WHEREAS, the City provided a tax abatement for natural gas users with charges in excess of $1,500 a month; and

WHEREAS, the City wishes to discontinue these abatements.

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 5.08 is hereby amended as follows:

5.08.030 Rate of tax.

A. From and after August 1, 2015, there is hereby levied upon, and there shall be collected from, every person, firm, or corporation engaged in carrying on or furnishing, for a monetary consideration, the city of Sumner and the inhabitants thereof with electricity and electrical energy for lighting, heating, power and other public purposes, within or partly within the corporate limits of the city, an annual tax for the privilege of so doing, such tax to be equal to six percent of the total gross subscriber's revenues from business and residential electrical power service in the city~~.; provided, that from and after June 1, 2008, the revenue derived from individual users of said service shall not be taxed in excess of the sum of $1,500 per month, and any tax due on the revenue derived from said individual users of said service, above the sum of $1,500 per month, is hereby abated.~~

B. From and after August 1, 2015, there is hereby levied upon, and there shall be collected from, every person, firm, or corporation engaged in carrying on or furnishing, for a monetary consideration, a telephone business for hire, within or partly within the corporate limits of the city, an annual tax for the privilege of so doing, such tax to be equal to six percent of the total gross operating revenues, excluding revenues from intrastate toll, derived from the operation of such business within the city of Sumner. Gross operating revenues for this purpose shall not include charges which are passed on to the subscribers by a telephone company pursuant to tariffs required by regulatory order to compensate for the cost to the company of the tax imposed by this chapter~~.; provided, that from and after June 1, 2008, the revenue derived from individual users of said service shall not be taxed in excess of the sum of $1,500 per month, and any tax due on the revenue derived from said individual users of said service, above the sum of $1,500 per month, is hereby abated.~~

"Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, or providing telephonic video, data, or similar communication or transmission for hire, via a local telephone network, toll line or channel, or similar communication or transmission system.

It includes cooperative or farmer line telephone companies, or associations operating an exchange. "Telephone business" does not include the providing of competitive telephone services, nor the providing of cable television service.

"Competitive telephone service" means the providing by any person of telephone equipment, apparatus or service, other than toll service, which is of a type which can be provided by persons that are not subject to regulation as telephone companies under RCW Title 80 and for which a separate charge is made.

C. From and after August 1, 2015, there is hereby levied upon, and there shall be collected from, every person, firm, or corporation engaged in carrying on or furnishing, for a monetary consideration, natural gas or manufactured natural gas for lighting, heating, power and other public purposes, within or partly within the corporate limits of the city, an annual tax for the privilege of so doing, such tax to be equal to six percent of the total gross subscriber's revenues from business and residential gas service, both natural and manufactured, in the city.~~; provided, however, that from and after June 1, 2008, the revenue derived from individual users of said service shall not be taxed in excess of the sum of $1,500 per month, and any tax due on the revenue derived from said individual users of said service, above the sum of $1,500 per month, is hereby abated.~~ (Ord. 2521 § 1, 2015; Ord. 2251 § 1, 2008: Ord. 1411 § 1 (part), 1988: Ord. 1400 § 1, 1987: Ord. 1181 § 1, 1981: Ord. 1044 § 1, 1977: Ord. 1038 § 1, 1976: Ord. 652, 1958: Ord. 588 § 3, 1955. Prior code § 4.08.030)

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 19TH day of August 2024.

____
Mayor Kathy Hayden

ATTEST: APPROVED AS TO FORM:

____________________ _________________________
Michelle Converse, City Clerk City Attorney Andrea Marquez

First Reading:
Date Adopted:
Date of Publication:
Effective