CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
September 16, 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/87096597072
Or One tap mobile +12532050468,,87096597072# US +12532158782,,87096597072# US (Tacoma)
Or Telephone +1 253 205 0468 +1 253 215 8782 US (Tacoma)

Webinar ID: 870 9659 7072

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, 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. White River Restoration Phase 1 (CIP 14-10) - Change Order 1
2. Main & Wood Intersection Improvements - Consultant Agreement Supplement
3. Resolution No. 1699 - EV Charging Commerce Grant Acceptance
4. Professional Service Contract Amendment #2 – Sound Inspections
5. Approval of the minutes from the September 3rd, 2024 regular council meeting and special study session, and the September 9, 2024 study session.
6. Approval of checks and electronic payments in the amount of $1,199,183.18.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
   a. Ordinance No. 2894 - Amending Sumner Municipal Code 5.08 - Utility Taxes
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 4:00pm 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**
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 OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: September 16, 2024
AGENDA BILL: 24-505

SUBJECT: White River Restoration Phase 1 (CIP 14-10) - Change Order 1 **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: 1,085,000 Within Budget Allocation: yes

ATTACHMENTS:
1. White River Restoration Phase 1 (CIP 14-10) - Change Order 1

STAFF CONTACT: Robert Wright, Engineering Speicalist

SUMMARY BACKGROUND:
Public Works began Construction of the White River Restoration Project Phase 1 in July 2024. Part of the project anticipated allowing for additional earthwork to occur with an incentive to the contractor. This change allows for additional volume within the planned excavation and authorized the $2 per cubic yard incentive for Bid Item 5 (for a total of $10/Cubic Yard). In addition, new areas were included. These new areas are more difficult to excavate and require additional stormwater control, hauling, and time. The new areas further increase Bid Item 5 by an additional $2 (total of $12 per cubic yard) and Bid Item 6 by $1 (total of $7 per cubic yard). The total additional volume added via change order is 105,000 cubic yards, with the total cost of the change at $1,085,000. This change also adds 20 additional working days.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 9/3/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving Change Order 1 to Goodfellow Bro's Inc. Construction Contract for the White River Restoration - Phase 1 (CIP 14-10), increasing the contract amount by $1,085,000 to a total authorized amount not-to-exceed $3,878,771.00 plus applicable tax, authorizing the Mayor to execute any and all documents necessary to effectuate the Change Order and ratifying any and all prior acts consistent with this authorization, substantially in a form as approved by the City Attorney.

1104 Maple Street
Sumner, WA 98390

CONTRACT CHANGE ORDER		**Contract No. & Title** CIP 14-10 White River Restoration Project
		Project Manager: Doug Beagle / Robby Wright
Date Prepared 8/28/2024	**Change Order No.** 01	**Prime:** Goodfellow Bros., LLC

Change Title: Additional Common Excavation Including Haul

Change Scope / Justification:
Change Order 1 authorizes the incentive for volume of CAT 1,2,3 stockpiles exceeding 175,000 CY per Section 1-08.11 Incentive for Additional Suitable Material Delivery, incorporates Field Directive 1 revising Plan Sheets 3, 6, 7, 14, 15, 17, and 18 providing access to approximately 61,000 CY of additional material, and adds Bid Item 5A, 5B, and 6A to establish unit costs for additional volume of material.

COST DATA	CONTRACT AMOUNT
Original Contract (pretax)	$2,793,771.00
Previous Change Orders	0.00
This Change Order Amount (pretax)	$1,085,000.00
New Contract Amount	$3,878,771.00

SCHEDULE	
Original Substantial Completion	9/12/2024
Previous Time Extension by Change Order (days)*	0
Suspension of Work (days)	0
Change Order #1 Time Extension (days)	20
New Substantial Completion	10/15/2024

CONTRACTOR:	CITY OF SUMNER
Signature	Signature
Name & Title	Name & Title
Date:	Date:

This Change Proposal shall represent full and complete compensation and final settlement of all Claims for all (1) time; (2) direct, indirect, and overhead costs; (3) profit; and (4) costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and/or any other costs or damages related to any work either covered or affected by the Change Proposal, or related to the events giving rise to the Change Proposal.

CHANGE ORDER 1

Project:	White River Restoration Project	**CO No:**	1
Contractor:	Goodfellow Bros., LLC		
	Dennis Diteman	**Project No:**	CIP 14-10

Change Description

This change order adds Bid Item 5A, 5B, and 6A to account for volume of common excavation exceeding the base bid amount provided in the original design and authorizes incentive per Section 1-08.11. In summary,

- Per the Contract's Incentive for Additional Suitable Material Delivery, Section 1-08.11, the unit cost of Bid Item 5 is increased by $2.00 per CY for volume of CAT 1/2/3 stockpiles exceeding 175,000 CY. This change order adds Bid Item 5A to account for this increased unit cost.

- Field Directive 1 provides revisions to Plan Sheets 3, 6, 7, 14, 15, 17, and 18 to increase the limits of excavation and provide approximately 61,000 CY of additional common excavation in Areas B and C. This change order adds Bid Item 5B and 6A to account for additional CAT 1/2/3 and CAT 4 stockpiles.

<u>Bid Item 5A:</u> This change order adds Bid Item 5A to account for the increase in unit cost for Bid Item 5 permitted by Section 1-08.11 of Special Provisions. Bid Item 5A will be applied to volumes of CAT 1/2/3 stockpiles that exceed the 175,000 CY base volume up to 200,000 CY. The unit cost of Bid Item 5A is $10.00 per CY (Bid Item 5 plus $2.00). The original unit bid cost of $8.00 per CY for Bid Item 5 will be paid for all material delivered to CAT 1/2/3 stockpiles up to 175,000 CY. Based on site conditions, the estimated CAT 1/2/3 total stockpile volume available to the Contractor in the base bid excavation area is 200,000 CY.

<u>Field Directive 1:</u> This change order incorporates additional work provided in Field Directive 1. Revisions to Plan Sheets 3, 6, 7, 14, 15, 17, and 18 increase the limits of excavation and provide approximately 61,000 CY of additional common excavation. These additional limits of excavation were not included in the base bid documents and require additional clearing, erosion control, and haul efforts. Unit prices for additional work are as follows.

<u>Bid Item 5B:</u> This change order adds Bid Item 5B to account for volume of CAT 1/2/3 stockpiles that exceed 200,000 CY up to 255,000 CY. The unit cost of Bid Item 5B is $12.00 per CY (Bid Item 5 plus $4.00). The maximum total amount of CAT 1/2/3 stockpiles is 255,000 CY (sum of Bid Item 3, 4, 5, 5A, and 5B).

<u>Bid Item 6A:</u> This change order adds Bid Item 6A to account for volume of CAT 4 stockpiles that exceed 95,000 CY (base bid volume) up to 120,000 CY (potential additional volume CAT 4 provided in Field Directive 1). The unit cost of Bid Item 6A is $7.00 per CY (Bid Item 6 plus $1.00). The original unit bid price of $6.00 per CY for Bid Item 6 will be paid for all material delivered to CAT 4 stockpiles up to 95,000 CY. The maximum total amount for CAT 4 stockpiles is 120,000 CY (sum of Bid Item 6 and 6A).

The contract requirements for Measurement and Payment provided in Section 2-03 of the Special Provisions remain unchanged and apply to Bid Item 5, 5A, 5B, 6, and 6A. All other bid items, unit prices, and Contract provisions remain unchanged including but not limited to Bid Item 1 Mobilization, Bid Item 7 Erosion Control and Water Pollution Prevention Dry Season, Bid Item 8 Erosion Control and Water Pollution Prevention Wet Season, and Bid Item 9 Stormwater Pollution Prevention Plan.

<u>Working Days:</u> This change order adds 20 additional working days to the contract. The total number of working days has increased from 57 to 77 working days to provide additional time to excavate and haul additional suitable material exceeding 175,000 CY to CAT 1/2/3 stockpiles. No additional costs for the additional 20 days provided in this change order will be paid by the city, other than the increased unit costs provided in Bid items 5A, 5B and 6A listed above. Section 1-08.4(1) of the Special Provisions still applies to all contracted work, including change order work. Delivery of additional volume of suitable material to CAT 1,2,3 stockpiles shall be complete by October 15, 2024, regardless of working days remaining. Note that any work past October 1, 2024, shall comply with Wet Season conditions in the NPDES Construction Permit and 2019 Stormwater Management Plan Manual for Western Washington (WMMWW).

Determination of Entitlement

The contract provides an incentive of increased unit costs for suitable material delivered to CAT 1/2/3 stockpiles by September 30, 2024. The total volume of CAT 1/2/3 material available to the contractor based on site conditions and base bid documents is 200,000 CY. In addition, the city has agreed to expand the scope of work and increase excavation locations to provide access to additional material beyond what was included in the base bid documents at a mutually agreed upon unit cost. If GBI can deliver additional volume to specified stockpile areas within the allowable timeframe, they are entitled to the additional working days and increased unit costs for Bid Items 5 and 6. The city has agreed to proceed with this change order per contract documents to increase the excavation and delivery of additional quantities of material and to obtain the Contractor's waiver of a potential claim.

Time and Cost Analysis

Bid Item 5 Common Excavation, Incl. Haul – Area B/C to CAT 1,2,3 Stockpiles (additional volume over 100,000 CY)

- Bid Item 5A: Volume 175,000 to 200,000 CY. Up to 25,000 CY to be paid at $10.00 per CY. Estimated additional cost of $250,000.
- Bid Item 5B: Volume 200,000 to 255,000 CY. Up to 55,000 CY to be paid at $12.00 per CY. Estimated additional cost is $660,000.

Bid Item 6 Common Excavation, Incl. Haul – Area A/B/C to CAT 4 Stockpiles

- Bid Item 6A: Volume 95,000 to 120,000 CY. Up to 25,000 CY to be paid at $7.00 per CY. Estimated additional cost is $175,000.

Section 1-04.6 Variations in Estimated Quantities of the contract special provisions still apply for all Bid Items.

Total Estimated Change Order Cost (Bid Item 5A $250K + Bid Item 5B $660K + Bid Item 6A $175K) is $1,085,000.

This change order adds 20 additional working days to the contract. The total number of working days has increased from 57 working days to 77 working days to provide additional time to excavate and haul additional material.

Waiver of Claim

As a condition of this change order, Goodfellow Bros., knowingly and voluntarily waives any actual or alleged claim for additional costs or delays or other damages whatsoever, which may exist or may hereafter accrue, regarding or arising from and related to the procurement, installation, retrofitting, use and removal of the temporary bridge or retrofitting of the City's bridge located on 148th or any other known or unknown consequence of its choice to pursue the temporary bridge alternative in lieu of working within with the load limitations on the City's bridge. The city responded to Goodfellow Bros., Inc. Request for Change letter dated July 26, 2024, and again responded to GBI's letter dated August 6, 2024, with the City's response on August 15, 2024. In each of the City's responses, it made clear that any alleged claim or damage was untimely and unjustified based on the contract specifications which always outlined a temporary bridge as the Contractor's alternative option. By acceptance of this change order and opportunity for additional material at an incentive value, Goodfellow Bros., acknowledges that it is forever waiving and discharging the claims presented in its prior correspondence and any other potential or actual claims, known or unknown, arising out of the procurement, installation, retrofitting, use and removal of the temporary bridge.

Construction Manager's Cost Estimate Total:	$1,085,000 based on unit costs and dependent on quantity.
Contractor's Proposal:	$1,085,000 based on unit costs and dependent on quantity.
Accepted Total Cost:	$1,085,000 based on unit costs and dependent on quantity.

Prepared by:

Matt Kastberg, CCM	Construction Manager	8/28/2024
Name	*Title*	*Date*

CITY COUNCIL MEETING
DATE: September 16, 2024
AGENDA BILL: 24-361

SUBJECT: Main & Wood Intersection Improvements - Consultant Agreement Supplement

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: $74,824.78

Within Budget Allocation: Yes

ATTACHMENTS:
1. Main & Wood Intersection Improvements - Consultant Agreement Supplement

STAFF CONTACT: Courtney Littrell, Engineering Specialist

SUMMARY BACKGROUND:
The Main and Wood intersection is the oldest intersection within the City of Sumner. The intersection needs major improvements to allow for improved pedestrian access as well as vehicle traffic improvements. With this intersection upgrade, overhead utilities will be relocated underground, and the intersection will be raised to provide additional safety to pedestrians. Bike lanes will also be constructed along Wood Avenue just north and south of the Main Street crossing, as well as the addition of significant ADA upgrades to the intersection with new sidewalks and curb ramps.

Consor North America, Inc. was selected to provide Construction Management Services for this project through a qualification-based selection process. The original agreement amount for the Construction Management Services was for $316,142.80 and was executed in December 2022. Supplement #1 was a no-cost supplement that updated the Indirect Cost Rates for Consor North America, Inc. This supplement, Supplement #2, is to add $74,824.78 to the contract, for a total of $390,367.58, which will allow for the Construction Management Services to be completed for the remainder of the project.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 9/3/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving a supplement to Consor North America, Inc.'s Consultant Services Agreement for the Main and Wood Intersection Improvements (CIP 19-02), increasing the contract amount by $74,824.78 to a total authorized not-to-exceed $390,367.58, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the supplement, substantially in a form as approved by the City Attorney.

Washington State Department of Transportation

Supplemental Agreement Number 1	Organization and Address Consor North America, Inc. 600 University Street, Suite #300 Seattle, WA 98101 Phone: 1-206-462-7030	
Original Agreement Number LA9556		
Project Number STPUL-3150(009)	Execution Date	Completion Date 6-30-2025
Project Title Main St & Wood Ave Intersection	New Maximum Amount Payable $390,967.58	
Description of Work Construction Management Services as outlined in the attached Supplement No 2: Scope of Work		

The Local Agency of City of Sumner
desires to supplement the agreement entered in to with Consor North America, Inc.
and executed on 12-2-2023 and identified as Agreement No. LA9556
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Scope is Unchanged.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion Date has been changed from 12-31-2024 to 6-30-2025.

III

Section V, PAYMENT, shall be amended as follows:

Contract amount has increased from $316,142.80 by $74,824.78 for a new total of $390,967.58.

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

By: ______________________ By: ______________________

Consultant Signature | Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #2	Total
Direct Salary Cost	$ 93,384.74	$ 23,269.15	$ 116,653.89
Overhead (Including Payroll Additives)	$ 181,371.84	$ 45,192.35	$ 226,564.19
Direct Non-Salary Costs	$ 23,719.72	$ 452.92	$ 24,172.64
Fixed Fee	$ 17,666.50	$ 5,910.36	$ 23,576.86
Total	$ 316,142.80	$ 74,824.78	$ 390,967.58

City of Sumner
LA9556
Supplement Agreement No. 2

Consultant Fee Determination - Summary Sheet
Negotiated Fee
Supplement #2

City of Sumner
MAIN AND WOOD IMRPOVEMENTS PROJECT
Task Description:
Consultant Fee Determination
Consultant: Consor

Code LABOR	Classification	Man Hours Hours		Rate		Dollars
	Principal Engineer VI (Machan)	1	x	$108.15	=	108.15
	Construction Manager VI (M Warren)	120	x	$66.00	=	7,920.00
	Inspector IV (Hawkins)	180	x	$46.00	=	8,280.00
	Technician IV (Ramos)	98	x	$46.00	=	4,508.00
	Technician II (E Warren)	82	x	$29.00	=	2,378.00
	Administrative III (Gillis)	2	x	$37.50	=	75.00
	Total Hours	**483**				
	Total DSC				=	**23,269.15**

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of	194.22%	x	$ 23,269.15	=	**45,192.35**

Negotiated Fee (NF):

NF Rate x DSC of	25.40%	x	$ 23,269.15	=	**5,910.36**

Reimbursables

Itemized	**Quantity**	**Units**		**Rate**		**In Scope**
Mileage	676	each	@	$0.670	=	452.92
Reimbursables Total						**452.92**

Consor Subtotal **74,824.78**

Material Testing and Special Inspection Costs (Direct Expense)

MTC **0.00**

Grand Total **74,824.78**

Prepared By: Mark Warren

Date: August 26, 2024

Select 2023 Rate Schedule to Use:
Custom

MAIN AND WOOD IMRPOVEMENTS PROJECT
CITY OF SUMNER
PROPOSED SUPPLEMENT No 2 FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)										Subconsultants			
	Principal Engineer VI	Construction Manager VI	Inspector IV	Technician IV	TechnicianII	Administrative III	Hours	Labor	Overhead	Profit	MTC	Subconsultant Total with Markup	Mileage	Total
Average Billing Rate Estimated per Classification/Staff	$108.15	$66.00	$46.00	$46.00	$29.00	$37.50								
Staff Name	Machan	WarrenM	Hawkins	Ramos	WarrenE	Gillis			194.22%	25.40%				
Task 1 - Project Management and Contract Administration														
Task 1.1 - Project Coordination	1						1	$ 108.15	$ 210.05	$ 27.47		$ -	$ -	$ 345.67
Task 1.2 - Invoices/Status Reporting		1				2	3	$ 141.00	$ 273.85	$ 35.81		$ -	$ -	$ 450.66
Task 1.3 - Project Safety Plan	0	0					0	$ -				$ -	$ -	$ -
Task 1 Subtotal	1	1	0	0	0	2	4	$ 249.15	$ 483.90	$ 63.28	$ -	$ -	$ -	$ 796.33
Task 2 - Construction Contract Administration and Closeout														
Task 2.1 - Pre-Construction Meeting							0	$ -	$ -	$ -		$ -	$ -	$ -
Task 2.2 - Project and Weekly Construction Meetings		25					25	$ 1,650.00	$ 3,204.63	$ 419.10		$ -	$ 104.52	$ 5,378.25
Task 2.3 - Contract Administration		28		50			78	$ 4,148.00	$ 8,056.25	$ 1,053.59		$ -	$ -	$ 13,257.84
Task 2.4 - Monthly Progress Estimates		6		8	8		22	$ 996.00	$ 1,934.43	$ 252.98		$ -	$ -	$ 3,183.42
Task 2.5 - Shop Drawings, Submittals and RFIs		20			10		30	$ 1,610.00	$ 3,126.94	$ 408.94		$ -	$ -	$ 5,145.88
Task 2.6 - Labor Compliance		0			24		24	$ 696.00	$ 1,351.77	$ 176.78		$ -	$ -	$ 2,224.56
Task 2.7 - Project Closeout		40		40	40		120	$ 5,640.00	$ 10,954.01	$ 1,432.56		$ -	$ -	$ 18,026.57
Task 2 Subtotal	0	119	0	98	82	0	299	$ 14,740.00	$ 28,628.03	$ 3,743.96	$ -	$ -	$ 104.52	$ 47,216.51
Task 3 - Construction Inspection														
Task 3.1 - Construction Inspection			180				180	$ 8,280.00	$ 16,081.42	$ 2,103.12		$ -	$ 348.40	$ 26,812.94
Task 3 Subtotal	0	0	180	0	0	0	180	$ 8,280.00	$ 16,081.42	$ 2,103.12	$ -	$ -	$ 348.40	$ 26,812.94
Task 4 - Testing and Special Inspection Services During Construction														
Task 4.1 - Material Testing and Special Inspections							0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 4 Subtotal	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL - ALL TASKS	*1*	*120*	*180*	*98*	*82*	*2*	*483*	*$ 23,269.15*	*$ 45,193.35*	*$ 5,910.36*	*$ -*	*$ -*	*$ 452.92*	*$ 74,825.78*

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: September 16, 2024
AGENDA BILL: 24-363

SUBJECT: Resolution No. 1699 - EV Charging Commerce Grant Acceptance **CATEGORY:** Resolution

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

ATTACHMENTS:
1. Resolution No. 1699 - EV Charging Commerce Grant Acceptance

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:
As part of efforts to fund the installation of 2 EV chargers at the City Hall Building for fleet vehicles, the City applied for grant funding from the Washington Department of Commerce. The city was awarded $30,000.

Funds are expected to be spent by June 2025.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 9/3/2024
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 $30,000 for the City Hall EV Charger Project, substantially in a form approved by the City Attorney and ratify and confirm any and all prior acts consistent with this approval.

RESOLUTION NO. 1699

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 Grant through the Washington Electric Vehicle Charging Program (WAEVCP) for City Hall Fleet Chargers; and

WHEREAS, Department of Commerce awarded the City a grant of $30,000 towards the City Hall EV Chargers 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 Washington Electric Vehicle Charging Program (WAEVCP) grant for City Hall Fleet Chargers 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

Washington Electric Vehicle Charging Program (WAEVCP)

Contract Number:
24-92802-028

For

City of Sumner Fleet Depot Charging – 1 Site

Dated: Tuesday, September 3, 2024

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Face Sheet

Contract Number: 24-92802-028

Energy Division, Clean Transportation Unit
Washington Electric Vehicle Charging Program (WAEVCP)

<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)
NA</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
Tatum Holestine
Contract Manager
509-606-3536
Tatum.Holestine@commerce.wa.gov
1011 Plum St SE
PO Box 42525
Olympia, WA 98504-2525</td></tr>
<tr><td>5. Contract Amount
$30,000</td><td colspan="2">6. Funding Source
Federal: ☐ State: ☒ Other: ☐ N/A: ☐</td><td>7. Start Date
9/3/2024</td><td>8. End Date
08/31/2025 (provided funds are re-appropriated into the next biennium)</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 #
91-6001282</td><td>11. SWV #
<Insert number></td><td colspan="2">12. UBI #
277-000-014</td><td>13. UEI #
<Insert number></td></tr>
<tr><td colspan="5">14. Contract Purpose
To install 4 L2 ports at one site in the City of Sumner.</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" – Site List, Attachment "D" – Sample Application Manual.</td></tr>
<tr><td colspan="2">FOR CONTRACTOR

____
Kathy Hayden, Mayor

____
Signature

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

____
Michael Furze, Assistant Director

____
Date

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

Program Specific Terms and Conditions

1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)

The Grantee 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 Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

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

2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #20)

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Agreement; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Agreement, regardless of reimbursement status under this agreement.

A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this agreement.
B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this agreement

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

3. ACKNOWLEDGEMENT 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 CCA funding through a generally visible decal

~~4. UNILATERAL AMENDMENT~~

~~Commerce may, at any time, by written notification to Contractor, unilaterally amend the scope of work to be performed under this Contract, the period of performance, the site list (Attachment C), and/or the contract amount and budget. These unilateral changes shall be effective as set forth in the amendment or upon signature by Commerce, if no date has been set forth.~~

~~Contractor will be deemed to have accepted any such unilateral amendment unless, within 15 calendar days after the date the amendment is signed by Commerce, the Contractor notifies Commerce in writing of its non-acceptance of such unilateral change. The Contractor and Commerce will then use good faith efforts to negotiate an amendment acceptable to both parties.~~

~~Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amendedas originally executed prior to the unilateral change until the dispute is fully resolved. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.~~

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 COMMERCE may be updated without amendment and via email notification from COMMERCE to the Contractor Representative and to the Contractor signature authority.

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 $30,000 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.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

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 24-92802-028. 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

COMMERCE certifies that it is ~~Each party certifies that it is~~ self-insured under the State's ~~or local government~~ self-insurance liability program, the Contractor certifies that it is insured through an insurance risk pool, and both parties ~~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
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Site List
- Attachment D – Sample Application Manual

General Terms and Conditions

1. DEFINITIONS

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

A. "Authority having jurisdiction (AHJ)" shall mean the organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, or a procedure.

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

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

D. "Central system" shall mean the central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.

E. "Chargers" shall have the same meaning as "electric vehicle supply equipment (EVSE)". The physical unit controlling the power supply to one or more vehicles during a charging session.

F. "Charging ports" shall mean an access point for electric vehicle charging that is equivalent to the number of vehicles that can be charged at the listed power level concurrently at the same charger. A single charger may have one or multiple charging ports, and a single charging port may have one or multiple connectors.

G. "Combined Charging Standard (CCS)" shall mean the plug standardized as SAE J1772 Combo delivering DCFC power between the charger and the on-board vehicle charging equipment.

H. "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.

I. "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.

J. "Direct current fast charger (DCFC)" shall mean EVSE that supplies at least 100 kilowatts (kW) of electricity through each charging port during a charging session.

K. "Downtime" shall mean time during which a charging port is not operational as defined in Attachment A: Scope of Work.

L. "Electric vehicle supply equipment (EVSE)" shall have the same meaning as "charger". The physical unit controlling the power supply to one or more vehicles during a charging session.

M. "Failed charging session" shall mean an incident when the criteria for a successful charging session are not met following a charging attempt.

N. "Labor hours" shall mean the total hours of workers receiving an hourly wage who are directly employed on a project site.

O. "Level 2 charger" shall mean EVSE that supplies at least 7.2 kW of electricity through each charging port during a charging session.

P. "Multifamily mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for multifamily project sites.

Q. "North American Charging Standard (NACS) connectors" shall mean the plug, currently being standardized as SAE J3400 and also known as the Tesla charging standard, delivering power between the charger and the on-board vehicle charging equipment

R. "Office of Minority and Women's Business Enterprises (OMWBE) contractor" shall mean small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons as certified by OMWBE.

S. "Open Charge Point Interface (OCPI)" shall mean a communications protocol between charging network central management systems intended to facilitate customers roaming between networks.

T. "Open Charge Point Protocol (OCPP)" shall mean an open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.

U. "Operational or in operation" shall have the following meaning: A charging port is considered operational or in operation when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.

V. "Overburdened community" shall mean a Census tract with a rating of 9 or 10 on the Environmental Health Disparities map as maintained by the Washington State Department of Health.

W. "Preventive maintenance" shall mean any maintenance that is carried out prior to failure detection and is aimed at preventing a charging port from becoming non-operational.

X. "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).

Y. "Project Labor Agreement (PLA)" shall mean pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (subcontractors) that establish the terms and conditions of employment for a specific construction project.

Z. "Project site" shall have the same meaning as a charging station. A single property parcel, or part of a single property parcel, where one or more EVSE funded by the Washington Electric Vehicle Charging Program are located. A project site includes the EVSE, ports, connectors, parking areas served by the EVSE, and lanes for vehicle ingress and egress.

AA. "Public mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for publicly available project sites.

BB. "Society of Automotive Engineers (SAE) J1772 connectors" shall mean the plug standardized as SAE J1772 delivering Level 2 power between the charger and the on-board vehicle charging equipment.

CC. "Site owner" shall mean the property owner of the land where the charger is physically located. The site owner may or may not be the owner of the charger.

DD. "Site number" shall mean the number assigned to each site during application submission that will be used for identification throughout this contract. "State" shall mean the state of Washington.

EE. "Stub-out" shall mean a combination of electrical equipment on the customer side of an electrical meter, including all the panel upgrades, trenching, conduit, and wiring, needed for a new charger to be installed later without any additional construction work. A "stub-out" typically ends with at least two inches (2") of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.

FF. "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.

GG. “Successful charging session" shall mean an incident when, following a charge attempt, a customer’s electric vehicle battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV’s onboard software system terminating the charging session, without an additional charge attempt.

HH. “UL" shall mean the entity, formerly known as “Underwriters Laboratories”, that provides testing and certifications for product safety. Level 2 EVSE must meet UL 2594 certification, and DCFC EVSE must meet UL 2202 or UL 9741, as determined by a nationally recognized testing laboratory (NRTL) participating in the Occupational Safety and Health Administration NRTL program.

II. “Underserved community" shall mean a Census tract with a rating of 9 or 10 on the “underserved” scoring factor as defined in the application manual and determined on the public mapping tool.

JJ. “Uptime" shall mean time during which a charging port is operational as defined in ATTACHMENT A: SCOPE OF WORK

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 #1)

~~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 #2)

~~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

Terms used in Attachment A: Scope of Work (Scope of Work) shall have the same meaning as in section **1. DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS.**

1. Project overview

1.1 Purpose

The purpose of this contract is as described on the Face Sheet of this contract.

1.2 Partners

The Grantee shall include an updated list of project partners in the project management report and all subsequent quarterly report updates.

1.3 Site list

The Grantee shall complete installations for the sites, chargers, ports, connectors, and stub-outs as detailed in **Attachment C: Site List**. The Grantee may request changes to sites and equipment consistent with the change order process as detailed in subsection 2.3 of the Scope of Work.

2. Project management

2.1 Project kickoff

The Grantee shall identify a primary point of contact to COMMERCE, including name, email address, and phone number, and attend a "kickoff" webinar or meeting with COMMERCE within 30 days of contract execution to discuss contract requirements and grantee expectations.

2.2 Project management report

The Grantee shall submit a project management report to COMMERCE within 60 days of contract execution, using a template provided by COMMERCE, to describe planned project activities and milestones broken out by site. The report shall align with **Attachment B: Budget** and describe any changes to expected costs and funds following contract execution. The report will also describe plans to comply with funding requirements and state and federal laws and regulations, including but not limited to the Americans with Disabilities Act (ADA).

The Grantee shall issue updates to the project management report on a quarterly basis to COMMERCE, starting no later than four months following contract execution and until all sites are fully installed and a final report has been submitted and approved. The quarterly report shall be submitted no later than 15 days after the end of each quarter, using the reporting template provided by COMMERCE.

2.2.1 Project activities and milestones

The Grantee shall include project activities and milestones achieved to date and anticipated in the next quarter, and any changes to the project management report, project partner list, risks and issues mitigated, and lessons learned. Activities and milestones must include:

- Information received from the electric utility serving each project site on expected electrical make-ready (on both the utility and customer sides of point of service delivery) and interconnection activities, costs, and timing.
- Expected permitting activities, costs, and timing.

2.2.2 Project expenditures

The Grantee shall include an updated milestone/invoicing schedule with invoices completed to date and anticipated milestone completion dates for the duration of the grant. While Commerce does not anticipate requiring more detailed expenditure information as part of quarterly reporting, Grantee shall maintain project fiscal records in alignment with Generally Accepted Accounting Principles (GAAP) and in sufficient detail to show that a) grant funding has been spent only on eligible costs as outlined in **Attachment D: Sample Application Manual**, and b) grant funds have not been comingled with any non-grant (match) funds.

2.3 Change orders

Changes to **Attachment A: Scope of Work** and/or **Attachment C: Site List** may be requested by the Grantee using the change order request template provided by COMMERCE. Within the limits defined in Subsections 2.3.1-2.3.4 of **Attachment A: Scope of Work**, Commerce may consider and accept such changes. For change order forms affecting only information contained in **Attachment A: Scope of Work** and/or **Attachment C: Site List**, a change order will be considered to be accepted by COMMERCE once the applicable COMMERCE representative has signed the form. Change orders affecting contract information outside of **Attachment A: Scope of Work** and/or **Attachment C: Site List** (including but not limited to: grant amount, start date, or end date) require a formal contract amendment.

2.3.1 Grant amounts

Change orders may be accepted by COMMERCE if such orders change the scope of work in a way that requires a lower or same COMMERCE grant amount as the current contract. Commerce will not consider change order requests if the scope of work changes such that projects can only be successfully completed with a higher grant amount than the original contract.

Change orders that remove sites, reduce the quantity of charging ports, or result in removed adders must also reduce the maximum grant amount in this contract consistent with the award process as detailed in the **Attachment D: Sample Application Manual**.

2.3.2 Site changes

The Grantee may request changes to one or multiple sites, including site removal, following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider site change requests if they meet one or more of the following conditions:

- The Grantee has exhausted all reasonable options to make the original site work and COMMERCE has determined that project success is either impossible or unlikely to occur;
- Ownership of the original site changes, or site owner no longer agrees to host chargers on their property;
- Conditions of the original site change such that a charger installation on the site can no longer satisfy all requirements of the contract; or
- Previously anticipated non-program funding is no longer available to support the site.

COMMERCE will only consider site change requests that move grant funding from one or multiple sites to new one or multiple sites if new identified sites have the same or higher score on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**), as described in the application manual, as the lowest score receiving an award.

The Grantee may request site changes in any combination as long as the new project sites can be completed with costs eligible for reimbursement within the current grant amount as outlined in **Attachment D: Sample Application Manual**.

2.3.3 Charging port quantity changes

The Grantee may request changes to the quantity of equipment to be installed, including Level 2 charging ports, DCFC charging ports, and stub-outs, in one or multiple sites following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider equipment quantity change requests if:

- New information learned by the Grantee following contract execution indicates site conditions will add cost or otherwise add risk to project success if contract implementation moves forward unchanged;
- The requested new quantity of Level 2 charging ports, DCFC charging ports, and combination of Level 2 and DCFC charging ports at each affected site does not exceed limits as described by the application manual; and
- The project site score for all affected sites continues to be the same or higher on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**) as the lowest score receiving an award.

2.3.4 Scope of Work requirement exemptions

The Grantee may request exemptions to equipment, installation, and operations and maintenance requirements in **Attachment A: Scope of Work** following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

2.4 Progress meetings

The Grantee shall participate in any progress calls requested by COMMERCE, to be scheduled within a month of the request.

2.5 Project final report

The Grantee shall submit a final report to COMMERCE that:

- Describes the project's purpose, approach, activities performed, results; and
- Includes the project's maintenance and operations service contract or plan.

3. Equipment requirements

3.1 Chargers

3.1.2 Level 2 chargers

All Level 2 chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 7.2 kW power output;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects will be publicly available in addition to their residential/work purpose
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be ENERGY STAR certified in the ENERGY STAR product database;

- Be certified by a nationally recognized testing laboratory to UL 2594; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

All public site (as defined in **Attachment D: Sample Application Manual**) Level 2 chargers installed at covered project sites shall:

- Support remote start capabilities for, at minimum, payment via a toll-free number; and
- Not require a membership for use.

3.1.2 DCFC chargers

All DCFC chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 100 kW power output;
- Support remote start capabilities for, at minimum, payment via a toll-free number;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers;
- Not require a membership for payment.
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be certified by a nationally recognized testing laboratory to UL 2202 or UL 9741; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

3.2 Connectors

At least 33% of Level 2 connectors at each project site must be SAE J1772 connectors, and at least 33% of DCFC connectors at each project site must be CCS1 connectors. Connector types other than SAE J1772, CCS1, and NACS may be installed at project sites, but are not factored into the grant award amount.

3.3 Stub-outs

The Grantee shall only receive reimbursement for costs on up to three stub-outs per site as listed in **Attachment C: Site List**. To qualify for the future proofing adder, Level 2 installations must either meet the definition above or install a Level 2 receptacle. DCFC stub-out installations must meet the definition of "Stub Out" in subsection **1. DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS** of this contract.

3.4 Emergency disconnects

Each DCFC charger must contain disconnecting means of emergency power shutoff (also known as "e-stop" equipment). Emergency shutoff devices or electrical disconnects must be installed no fewer than 20 feet or more than 100 feet from chargers. The emergency shutoff must installed in a readily accessible location in sight from the chargers and labeled.

4. Installation requirements

4.1 Labor requirements

4.1.1 Prevailing wage

The Grantee shall comply with prevailing wage requirements as detailed in this agreement, and/or as required by law.

4.1.2 Electrical apprenticeship utilization rate
The Grantee shall meet or exceed an electrical apprenticeship utilization rate specified for each site in **Attachment C: Site List**. This requirement shall be waived by COMMERCE if the Grantee demonstrates that one electrician is sufficient to complete all work required by the contract.

Electrical apprentices must be enrolled in an apprenticeship program registered with the Department of Labor and Industries to count towards the utilization rate. The utilization rate shall be calculated as a percent of the total labor hours performed by electrical apprentices divided by the total labor hours performed by all electrical workers, including apprentice and journey level workers, employed upon all project sites covered in the contract.

Grantee shall submit, on a site-by-site basis, total labor hours by all electrical contractor workers, total labor hours by electrical apprentices, and apprentice identification for all electrical apprentices working on the grant project to COMMERCE in quarterly reports as required in Section 4 of **Attachment A: Scope of Work**.

4.1.3 Project labor agreement
If the Grantee committed to using project labor agreements in their application, the Grantee shall submit to COMMERCE a project labor agreement or agreements covering project sites for which such a commitment was made. All project labor agreements must have been made with at least one labor union, regional council, or association affiliated with the Washington State Building and Construction Trades Council. For any sites covered by a project labor agreement, neither site preparation nor construction work may begin until a project labor agreement is in place.

4.1.4 Office of Minority and Women's Business Enterprises certified contractor
If, in their grant application, the Grantee committed to contracting with Office of Minority and Women's Business Enterprises (OWMBE)-certified contractor(s), the Grantee shall hire one or more contractors to complete work on the covered project sites that are certified as small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons by the Office of Minority and Women's Business Enterprises. The Grantee shall note such contractors on their project management report and quarterly report updates.

4.2 Installation deadlines
The Grantee shall complete installation and begin operations of all charging ports on each project site according to the required timelines:

- Level 2 charging ports only: within 270 days following contract execution;
- DCFC charging ports only: 580 days following contract execution; and
- Combination of at least one Level 2 charging port and at least one DCFC charging port: within 580 days following contract execution.

The Grantee may request extensions and COMMERCE may grant extensions consistent with Section 2.4 of **Attachment A: Scope of Work.**

5. Operations and maintenance requirements

5.1 Operations and maintenance service agreements
The Grantee shall enter into an operations and maintenance service contract, including a Service Level Agreement (SLA), with a qualified partner to meet requirements of this section of the scope of work.

COMMERCE may waive this requirement if the Grantee demonstrates qualifications and a plan to perform this task without contracting with an external partner.

5.2 Operations requirements

5.2.1 Operations duration

The Grantee shall maintain reliable operations of all Level 2 charging ports during all typical project site operational hours for at least four years, and all DCFC charging ports for at least six years, following their first day of operations.

5.2.2 Uptime

The Grantee shall ensure all charging ports installed are operational no fewer than 97 percent of the charging site's standard hours of operation, as measured by uptime percentage rate, throughout the each charging port's required operations duration.

Uptime percentage rate shall be calculated as $U = \frac{T-D+E}{T} * 100\%$, with:

- U = Uptime reporting percentage for the reporting period.
- T = Total time of project site operational hours during the reporting period.
- D = Total downtime during the reporting period, including excluded downtime.
- E = Excluded downtime during the reporting period.

Downtime shall be measured as any period of time within the standard hours of operation in which a charger is not operational, including:

- A period in which the charging port's response to the central system's request for notification of operative status indicates that the connector or charging port is in an inoperative state; and
- A period in which maintenance logs show initial notice of a physical or otherwise non-networked issue that results in an non-operational status prior until maintenance logs show repairs have returned the charging port to an operational status.

Excluded downtime shall be defined as a period of downtime caused by any of the following reasons:

- Downtime before initial installation;
- Electric grid power loss that cuts off power supply to the charging port;
- Any failure to charge due to the fault of the vehicle;
- Preventive maintenance, up to 24 hours per year;
- Physical damage to hardware caused by a third party, including vandalism or theft, up to five days for each event;
- Telecommunication network outages beyond the control of the Grantee; and
- Extraordinary events, including natural disasters that are unforeseeable and impossible to plan for in advance.

5.3 Maintenance requirements

The Grantee shall:

- Perform regular preventive maintenance, including visual inspection, performance testing, functional validation, and reporting;
- Monitor network performance;
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs within 48 hours of initial notice; and
- Provide charging station users with call center service at all times of operation that will assist users with any technical issues encountered at the stations.

5.4 Distribution of educational materials
The Grantee shall work with site owners to ensure residents of multifamily buildings and/or employees at commercial buildings served by multifamily and workplace project sites (as defined in **Attachment D: Sample Application Manual**) under this contract are aware of the opportunity to use chargers. To satisfy this requirement, the Grantee shall ensure partner site owners distribute educational materials to residents and/or employees and offer timely responses to questions on use of chargers.

The Grantee shall ensure any educational materials distributed to residents of multifamily buildings and/or employees at commercial buildings meet requirements detailed in **the term "Acknowledgement of Climate Commitment Act Funding"** of this agreement**.**

This requirement does not apply if the contract does not include any multifamily or workplace project sites.

5.5 Utilization and reliability reporting requirements
Following submission of the final report, the Grantee shall submit an operations report with data on each charger once every six months until the end of the operational duration. The Grantee shall submit the report no later than 15 days after the end of each six-month period with the following data for the quarter and cumulatively over total operations:

- Average hours per day the charger drew power.
- Average hours per day the charger was connected to an electric vehicle.
- Average kWh per day the charger port dispensed.
- Uptime percentage rate per charger, with all data needed to verify calculations including an itemized summary of the date, duration, and category all excluded downtime being claimed for a reporting period.
- The percentage of successful charging sessions to the total number of charge attempts for each charger.
- All instances of preventative maintenance.
- Time log with information on reported charger malfunctions and corresponding repairs.
- Proof of network monitoring and call center service.

6. Scope of work violations
Nothing in subsections 6.1-6.3 shall be interpreted to limit, alter, or supersede Commerce's rights under the **GENERAL TERMS AND CONDITIONS**, **SPECIAL TERMS AND CONDITIONS**, and the **PROGRAM SPECIFIC TERMS AND CONDITIONS** of this agreement.

6.1 Failure to submit reports or attend meetings
Failure to submit required reports or attend required meetings will be treated as a default, which left uncured, may result in COMMERCE's right to recapture disbursed funds and terminate any obligation to disburse additional funds.

6.2 Violation of equipment and installation requirements
Costs incurred on any activity subject to this contract that result in a violation of requirements, including variances from project information in the scope of work, shall be considered disallowed costs and treated as a default, which left uncured, may result in COMMERCE's right to recoup disbursed funds and terminate any obligation to disburse additional funds for the site(s) for which the violation occurred.

6.3 Violation of operations and maintenance requirements
The first failure to meet operations and maintenance requirements will result in a warning and required improvement plan explaining how improvement will be made in future reporting periods. Repeat violations will result in COMMERCE's right to recoup up to ten percent of disbursed project costs.

Attachment B: Budget

Site/Milestone	Milestone/Deliverable	Deliverable Description	Expected Completion	Percent of Grant Budget	Applicant Match	Amount of Grant
0	**Project Management/Planning**		**11~~05~~/2024**	**10%**	**$ -**	**$ 3,000.00**
	Project management report	Project management report completed, meeting all requirements described in Attachment A: Scope of Work				
Fleet Site #1				**90%**	**$70,000.00**	**$ 27,000.00**
F1.A	Procure services needed for installation	Copy of subcontract for installation services	04/2025			$ 8,100.00
F1.B	Procure EV Charging equipment	Paid EV Charging equipment invoice.	04/2025			$ 8,100.00
F1.C	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	05/2025			$ 10,800.00
			Totals	**100%**	**$ 70,000.00**	**$ 30,000.00**

Grant Amount	$ 30,000.00
Project Total	$ 100,000.00

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: September 16, 2024
AGENDA BILL: 24-424

SUBJECT: Professional Service Contract Amendment #2 – Sound Inspections **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: 100,000.00 Within Budget Allocation: Yes

ATTACHMENTS:
1. Professional Service Contract Amendment #2 – Sound Inspections

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:
The City entered into a Contract with Sound Inspections in January 2022 to provide Building/Fire review and Inspections NTE 300.000.00. Previous Amendment # 1 was approved and added $15,000.00 to the total contract amount. With the demand for larger projects and a steady flow of projects over the past 18 months, there is a need to supplement their contract with amendment # 2 for amount of $100,000.00 to continue to provide these services into 2025. This will bring the total contract amount not to exceed $415,000.00.

COUNCIL COMMITTEE/STUDY SESSION: PW Committee
MEETING/STUDY SESSION DATE: 9/3/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving an amendment to Sound Inspection LLC Consultant Services Contract for Building/Fire review and inspections, increasing the contract amount by $100,000.00 to a total authorized amount not-to-exceed $415,000.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.

AMENDMENT NO. 2

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Sound Inspection, LLC**

CONTRACT NAME & PROJECT NUMBER: **NA**

ORIGINAL AGREEMENT DATE: **Oct 18, 2023**

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

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

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

BUILDING & FIRE REVIEW & INPSECTION SERVICES

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

Original Contract Sum, *including applicable WSST*	$**300,000.00**
Net Change by Previous Amendments *including applicable WSST*	$**15,000.00**
Current Contract Amount *including all previous amendments*	$**315,000.00**

Current Amendment Sum	$**100,000.00**
Applicable WSST Tax on this Amendment	$**N/A**
Revised Contract Sum	$**415,000.00**

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK/BUDGET

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

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

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

BUILDING/FIRE INSPECTION
The Consultant will provide a certified building inspector or equal to perform the following services on an as- needed, on-call basis:
• Upon authorization by the Jurisdiction, the inspector will perform building inspection work for the Jurisdiction.
• The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-11), and Energy Code (WAC 51-11), 2018 WA State Fire Code and the applicable City Building Codes.

2019 PROFESSIONAL FEE SCHEDULE

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

25% of PLAN Review fee for Fire Review

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

SOUND INSPECTIONS, LLC

[2019 FeeSchudule.002]

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: September 16, 2024
AGENDA BILL: 24-508

SUBJECT: Approval of the minutes from the September 3rd, 2024 regular council meeting and special study session, and the 9th of September 2024 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Regular Council Meeting Minutes - September 3, 2024
2. Special Study Session Minutes - September 3, 2024
3. Study Session Minutes - September 9, 2024

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous meetings.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.

CITY COUNCIL MEETING MINUTES
City Hall – 1104 Maple Street,
September 3, 2024 6:00 PM

Staff present: Wilson, Marquez, Johnstone, Moericke, Palmer, Steffens, Beagle, Kosa, Windish, O'Haver- Ayala, Moericke, Parisot and Converse

CALL TO ORDER

Deputy Mayor Cole called the meeting to order at 6pm.

Pledge of Allegiance

Invocation – Taylor Ford – Calvary Community Church

Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers and Reinke (Mayor Hayden was absent)

PRESENTATION

Community Survey- GreatBlue, VP Research Seamus McNamee

CONSENT AGENDA

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

1. Approval of checks and electronic payments in the amount of $1,800,522.46
2. Resolution 1697 – Interlocal Agreement for Specialized Law Enforcement Services
3. Resolution No. 1698 – Addendum to the Interlocal Agreement for Multijurisdictional SWAT Team
4. Approval of the minutes from the August 19, 2024 regular meeting and the August 26, 2024 study session

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

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

   Jerry Yoder 910 Traffic Ave- Issue with structure of plaque retrieval on 9/9, electric car chargers not working

   Nick Biermann 5802 Parker Rd E- Plaque ownership and retrieval on 9/9.

3. **New Business**

a. **<u>Confirm LTAC's Recommended Funding for MainStreet Vision - Trees</u>**

MOVED BY BITETTO SECONDED BY BOWMAN TO CONFIRM THE LODGING TAX COMMITTEE'S RECOMMENDATION FOR FUNDING MAIN STREET VISION - TREES

Communications Director Carmen Palmer addressed the council.

Public comment-

2 members of the public spoke to the item.

Discussion ensued-

Councilmembers Bitetto, Elfers, Bowman, and Reinke commented.

City Administrator Jason Wilson and Public Works Director Michael Kosa commented.

PASSED BY ROLL CALL VOTE.

b. **<u>Confirm LTAC's Recommended Funding for MainStreet Vision – Bike Racks</u>**

MOVED BY BOWMAN SECONDED BY CLERGET TO CONFIRM THE LODGING TAX COMMITTEE'S RECOMMENDATION FOR FUNDING MAIN STREET VISION – BIKE RACKS.

Communications Director Carmen Palmer addressed the council.

No comments from public

Discussion ensued-

Councilmembers Bowman, Bitetto, Elfers and Reinke commented.

PASSED BY ROLL CALL VOTE.

c. **<u>Confirm LTAC's Recommended Funding for MainStreet Vision – Tables & Chairs</u>**

MOVED BY REINKE SECONDED BY BITETTO TO CONFIRM THE LODGING TAX COMMITTEE'S RECOMMENDATION FOR FUNDING MAIN STREET VISION – TABLES 7 CHAIRS

Communications Director Carmen Palmer addressed the council.

Public Comment - One member of the public spoke to the item.

PASSED BY ROLL CALL VOTE.

4. **Reports**

a. Council

Councilmember Bitetto discussed safety of children on their return to school and expressed excitement about the State Fair.

Councilmember Elfers also commented on children going back to school and gave an acknowledgment of Councilmember Brown's past service to the City.

Councilmember Bowman also commented on Councilmember Brown's past service. She expressed appreciation of the tour of parks taken during the Special Study Session in August, commenting on the large amount of community usage of the parks. Councilmember Bowman also commented on the safety around school buses and children as they get back to school.

Councilmembers Reinke, Clerget, and Deputy Mayor Cole had nothing to report tonight.

b. City Administrator Jason Wilson

Upcoming Policy Issues:

- September 9th – Study Session
  - MIC Transit Update
  - 25-26 Budget Kickoff

- September 16th – Regular Council Meeting
    - Stewart Road Bridge - Construction Management Consultant Agreement
    - Washington Street Reconstruction- Design Consultant Agreement
    - Professional Service Contract Amendment – Sound Inspections
    - West Valley Highway Sidewalks - Design Consultant Agreement
    - Ordinance No. 2894 – Amending SMC 5.08 - Utilities
    - Stewart Road Bridge – PSE Easement Acquisition
- September 16th – Special Study Session
    - Budget - General Fund Department

Significant Development Activity:

- Today the building permit for Titus Will Used Trucks was issued.

Miscellaneous:

- Regarding electrical vehicle chargers- the City does not own any at this time, but the Sumner PD has recently apprehended a suspect in the theft of chargers.
- Heritage Park plaques – Finance committee surplused these items at the August Finance Committee meeting and directed staff to coordinate the pick-up of the plaques on a first come first serve basis, with any not being picked up offered to the Sumner Historical Society. Staff have planned September 9th from 8-10am and 5-6pm right here in Council Chambers for those who wish to pick up a plaque. Only one plaque per person, on a first come first served basis. Additional details can be found on our website.

c. Mayor

Deputy Mayor Cole had no comments tonight.

5. **Executive Session**

There was none tonight.

6. **Adjournment**

With no additional business before the Council, Deputy Mayor Cole adjourned the regular meeting at 7:25 pm. Councilmembers concurred.

ATTEST:

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Pat Cole, Deputy Mayor

Maria Parisot

Maria Parisot
Records Management Specialist

Michelle & Councilmembers,

Attached are my comments related to tonight's meeting +. Would have preferred to have presented them in person tonight, especially the Orwellian overreach regarding public comments included in 1695, yet a family medical crisis prevents me from doing so. Yes, this is longer than could have been presented in 3 minutes, so if you want to focus on the 1st and 3rd pages I understand, as the 2nd page is simply showing instances of information you have received from the public and not from city staff.

Thank you for you time in advance,

Randall Adams
15013 63rd St Ct E, Sumner, WA 98390

Let’s start with the Orwellian overreach in Resolution 1695 you just passed. “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”

1) Isn’t the reason we have live and recorded virtual meetings is to inform & educate the community as to what the council/city are doing? If not, why have virtual meetings!
2) Are you saying that only comments by city staff are allowed to inform/educate the council and anyone else who may watch your meetings?
3) Or are you saying that nothing done in front of the council is allowed to inform/educate the community and the council too? Be that by city employees or public speakers?
4) Or are you saying that only perspectives presented by the city staff are to be believed?
5) Or are you saying that perspectives presented by the public are not allowed to inform/educate the council or the community since those comments may factually contradict those views presented by city staff or simply be a different opinion than those expressed by staff?
6) Why are you trying to control speech/opinions from the community you have been elected to represent?
7) Is the mayor prepared to be the on-the-fly decision maker if she believes that a public speaker is only speaking to the community and not to the council as the Council Rules of Procedure dictate is her responsibility? Do we then have a debate as to what was said that was not being addressed to the council?

When is the City Council going to quit sitting on your hands and stop being the flea at the end of the tail of the dog that is the city government, all while know that you are blamed for all decisions because you vote to accept the actions of the city staff? I think it is past time for the council to metaphorically have a brick in each hand and bring them together on that dog's tail to let everyone else in the City of Sumner government that you are an important part of all of this and should also be listened as to what you want them to do, including reducing the utility billings for our senior citizens and disabled community members as was asked when the utility rate increases were proposed. "We'll get back to you on that" has never happened and should be demanded to be acted on by the council!

I can understand that the city staff wants to control the narrative of everything that the council hears and sees, yet that is directly opposite of the democracy that we hope we still live in, including hearing from the public regarding:

1) City staff broke state laws yet hide behind having the city council vote on everything they do so it is the council who is breaking laws and not following through with the agreed to judgement currently and reading judgement to the council to know how you are not following the judgement despite staff saying otherwise.
2) City staff had the council approve $60,000 to attorney fees to try and defend their own illegal actions and have the council approve that expenditure.
3) Once the city lost the lawsuit about their actions regarding the Ryan House, there has never been an apology to the community for their illegal actions or waste of $60K
4) City staff only tells slanted perspectives of what they want you to do instead of educating you to all options for you to choose from, like leaving off $400,000 of grants obtained & available yet stating the Ryan House only had $1.1M of funds available when an additional $400K was there, just had to be spent in 2023….information the council should have known to possibly tell the city to get moving forward to use now
5) The left off grant could have been used to have floor plans created + additional funds were available from the same source, as brought forward to

council by Nicholas Biermann, yet staff told council this free money was a bad grant as they could only be 1/3 of total monies spent! What an ungrateful position to try and justify staff non-disclosure to the council in the summer of 2023 and ever since. Also, the suggestion to direct questioning from council that everyone who should know about the decision to demo the Ryan House had in fact been kept in the loop all along and knew what was going on? This was a blatant misrepresentation. The transcript from study session on 9-11-23 shows the inaccuracy of staff representations and they then pushed back for council to vote a week early to demo before the open house on 9-22-23 or explain where extra money to complete as had been presented to council was to come from. This transcribed information was presented to Judge Rumbaugh in the lawsuit and if anyone other than the city attorney had come to the trial, you would know he was not happy with what went down on 9-11-23 and sooner.

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Regarding the Knoblach Heritage Park, the community has been wondering why the city decided to destroy the original park created in the 90’s? Certainly, you do not make that decision because of a few bad actors and their actions in the fountain as has been stated by the city. No, you blow up the whole thing and restart under the disguise of creating a new and improved park when instead, it is a Trojan Horse to create an over-the-top new City Hall with new offices & meeting rooms for senior staff on the 2nd floor and a large City Council Chamber on the 3rd floor. Obviously, had all of this been presented straight forwardly to the community, it would have been overwhelmingly rejected and staff knows this. So, let’s back door it and if the community does not catch us in time to stop it, then it is the community’s fault for not making the city be upfront and honest all along.

Also, the tiles in the fountain were in fact paid for by families in the amount of $200 each and were not paid for by the city as has been represented by staff. These tiles should be returned the families who paid the $200 up front.

SPECIAL STUDY SESSION MINUTES
City Hall – 1104 Maple Street
September 3, 2024 6:15PM

Staff present: Wilson, Marquez, Palmer, Kosa, Beagle, Moericke, O'Haver-Ayala, Steffens, Raymond

Councilmembers present: Bitetto, Bowman, Clerget, Cole, Elfers and Reinke
Mayor Hayden was absent

DEPUTY MAYOR COLE CALLED THE MEETING TO ORDER AT 7:28PM.

SPECIAL STUDY SESSION BUSINESS

1. Public Works Operations Facility: Funding Discussion
2. Community Partners Funding – Council Discussion
3. Council Vacancy

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

EXECUTIVE SESSION

AT 8:32PM, DEPUTY MAYOR COLE ADJOURNED THE SPECIAL STUDY SESSION INTO EXECUTIVE SESSION FOR A PERIOD OF 15 MINUTES, FOR THE PURPOSES OF DISCUSSING WITH LEGAL COUNSEL REAL ESTATE ACQUISITION/SALE PURSUANT TO RCW 42.30.110(1)(B) AND THREATENED LITIGATION PER RCW 42.30.110(1)(I).

THE MEETING RECONVENED AT 8:47PM.

ADJOURNMENT
With no additional business, Deputy Mayor Cole adjourned the meeting at 8:47pm.

Attest:

____

Kathy Hayden, Mayor

____

Michelle Converse, City Clerk

STUDY SESSION MINUTES
City Hall – 1104 Maple Street
September 9, 2024 6:00PM

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

Staff present: Steffens, Marquez, Raymond, Windish, and Palmer

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. Sumner Commuter Connector Final Report
2. 2025/2026 Biennial Budget Review

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 7:19pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

CITY COUNCIL MEETING
DATE: September 16, 2024
AGENDA BILL: 24-513

SUBJECT: Approval of checks and electronic payments in the amount of $1,199,183.18.

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:

Voucher report from the previous meeting.

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

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:	34500	To:	34590	$577,676.80
Use Tax (paid to WA State Department of Revenue)		-		-	$0.00
Voided Check(s)		32874, 34310	and	34371	-$137,562.56
Voided EFT(s)		-		-	-
Voided Wire(s)		-		-	-
AP Electronic (EFTs) Payments:	From:	815	To:	822	$89,542.34
AP Wire(s):	From:	153800	To:	15381	$4,247.67
Payroll & Benefits Electronic Payments	From:	8/9/2024	To:	8/22/2024	$665,278.93
Payroll & Benefits Checks	From:	-	To:	-	-
				TOTAL	$1,199,183.18

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

DocuSigned by:
Kassandra Raymond
CA1D6F5E6AE04A5...
Chief Financial Officer

9/3/2024 | 1:34 PM PDT
Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of: $1,199,183.18

Signed by:
Patricia Cole
5B38614FF4684BF...
Chair

9/3/2024 | 4:25 PM PDT
Date

Signed by:
Barbara Bitetto
Committee Member

9/3/2024 | 5:56 PM PDT
Date

Signed by:
Carla Bowman
E6088B65DAAB400...
Committee Member

9/3/2024 | 11:27 AM PDT
Date

CITY COUNCIL MEETING
DATE: September 16, 2024
AGENDA BILL: 24-510

SUBJECT: Ordinance No. 2894 - Amending Sumner Municipal Code 5.08 - Utility Taxes

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2894 - Amending Sumner Municipal Code 5.08 - Utility Taxes

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

At it's August 8, 2024 meeting, the Finance Committee reviewed changes to Sumner Municipal Code Chapter 5.08 with regard to electric and natural gas utility taxes, and forwarded the item to the August 19, 2024 Regular Council Meeting. At that meeting, City Council requested further information regarding the impact of the proposed change, and moved to postpone this item to this evening's meeting.

In 1988, the City initially established tax abatements on electricity, telephone or natural gas bills. In 2008, the City amended those abatements to monthly utility charges in excess of $1,500 a month. The City wishes to amend this regressive tax rate structure that discourages conservation by removing the abatement entirely.

Staff reached out to Puget Sound Energy for additional information and will share the provided response.

COUNCIL COMMITTEE/STUDY SESSION: **Regular Council Meeting**
MEETING/STUDY SESSION DATE: 8/19/2024
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordiance No. 2894 - Amending Sumner Municipal Code 5.08 - Utility Taxes

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 January 1, 2025.

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 ________ day of ________________________, 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