



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

September 20, 2021 6:00 PM

On June 30th, Governor Inslee issued the "Washington Ready" guidelines, effectively re-opening the State of Washington and removing the Covid-19 restrictions. The City of Sumner looks forward to welcoming members of the public to its meetings in-person, but until further notice will continue to conduct its meetings 100% virtually, using the ZOOM platform. The public is invited to attend using the ZOOM meeting access information below:

Please click the link below to join the webinar - <https://sumnerwa-gov.zoom.us/j/87416586392>

Or One tap mobile :

US: +12532158782,,87416586392# or +13462487799,,87416586392#

Or Telephone:

Dial:1 253 215 8782

Webinar ID: 874 1658 6392

CALL TO ORDER

Pledge of Allegiance

Invocation - Lance Schinkal

Roll Call: Bitetto, Brown, Hamilton, Hayden, Hochstatter, Neuman and Reed

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

CONSENT AGENDA

1. Approval of the minutes from the September 7, 2021, regular council meeting and September 13, 2021 study session.
2. Approval of checks and electronic payments in the amount of \$839,227.42.
3. Resolution No. 1595 - Setting Public Hearing Date for Sumner High School Right of Way Vacation Petition
4. Resolution No. 1596 - Authorizing Houston Road Annexation Petition to be Circulated
5. PSE Agreements - White River Restoration

PUBLIC HEARING

REGULAR BUSINESS

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

3. New Business

- a. Ordinance No. 2792 - Juneteenth Holiday
- b. Ordinance No. 2793 - Chapter 10.20 Speed Code Updates

4. Reports

- a. Council
- b. City Administrator
- c. Mayor

5. Executive Session

6. Adjournment

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

SUBJECT: Approval of the minutes from the September 7, 2021, regular council meeting and September 13, 2021 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - September 13, 2021 study session
2. Minutes - September 7, 2021 regular council meeting

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous two council meetings.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION: Committee Do-Pass
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STAFF RECOMMENDATIONS/MOTION:

Approve as written.

SUMNER CITY COUNCIL
Minutes – Study Session
September 13, 2021

As a result of the Governor’s “Washington Ready” order, the Sumner City Council held its study session virtually via ZOOM meetings with Mayor William L. Pugh presiding.

Mayor Pugh called the meeting to order at 6:01pm.

Councilmembers present: Bitetto, Brown, Hamilton, Hayden, Hochstatter, Neuman and Reed.

Staff present: City Administrator Jason Wilson, Administrative Services Director Jeff Steffens, City Attorney Andrea Marquez, Development Services Director Doug Beagle, Public Works Director Mike Dahlem, Police Chief Brad Moericke and Pretreatment Coordinator Andria Swann

REGULAR BUSINESS

1. Diversity Equity and Inclusion Training Consultant Agreement

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 6:33pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor William L. Pugh

CITY OF SUMNER
Council Meeting
Minutes – September 7, 2021

CALL TO ORDER

The Sumner City Council met in regular session at 6:00pm, with Mayor William L. Pugh presiding. City Hall remains closed during Governor Inslee's "Washington Ready" order, a consequence of the Covid-19 pandemic. The Mayor, Council and staff members attended through ZOOM either telephonically or through their computer. The public was allowed to attend via ZOOM, PCTV livestream and by telephone.

Staff present via electronic device: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Human Resources Manager Adrienne McNeilly, Community Services Manager Derek Barry, Public Works Director Mike Dahlem, Administrative Services Director Jeff Steffens, Communications Director Carmen Palmer, Public Works Director Mike Dahlem, Police Chief Brad Moericke, Chief Financial Officer Kassandra Raymond, Development Services Director Doug Beagle and City Clerk Michelle Converse.

Mayor and Councilmembers present via electronic device: Mayor Bill Pugh, Councilmembers Bitetto, Hamilton, Hayden, Hochstatter, Neuman and Reed. Councilmember Brown was absent.

MOVED BY HOCHSTATTER SECONDED BY NEUMAN TO EXCUSE COUNCILMEMBER BROWN FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

CONSENT AGENDA

MOVED BY HAYDEN, SECONDED BY REED TO APPROVE THE CONSENT AGENDA AS WRITTEN.

1. Approval of checks and electronic payments in the amount of \$1,004,475.38
2. Approval of the minutes from the August 16, 2021 regular council meeting and the August 23, 2021 study session
3. Pandemic Policy Update

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

UNFINISHED BUSINESS

Resolution No. 1590 – Authorizing the Surplus of Main Street East Properties

MOVED BY HAYDEN SECONDED BY HOCHSTATTER TO APPROVE RESOLUTION NO. 1590 SURPLUSING THE MAIN STREET EAST PROPERTIES AND AUTHORIZING THE MAYOR TO PROCEED WITH AN INTERGOVERNMENTAL TRANSFER OF THE PROPERTIES TO THE PIERCE COUNTY LIBRARY.

City Attorney Andrea Marquez addressed the council.

The City owns vacant parcels addressed 15208, 15216 and 15126 Main Street East, located directly across Main Street from the Fred Meyer shopping complex (the Main Street East Properties). The City

acquired the Main Street East Property in 2018 with the goal of working with the Pierce County Library System to relocate from its current location on Fryar Avenue (in a building owned jointly by the Library and the City) to the more centrally located and accessible Main Street East Property. The Library is a Washington public library municipal corporation and has expressed an interest in purchasing the Main Street Property for a new Sumner library branch. Prior to having the ability to sell the property, the City must surplus it. A public hearing on this surplus was held on August 16, 2021. This resolution will authorize the surplus and allow the Mayor to proceed with an intergovernmental transfer of the property to the Library on mutually-agreeable terms.

PASSED BY VOICE VOTE.

PUBLIC COMMENT

There was no public comment tonight.

NEW BUSINESS

Ordinance No. 2787 -Amending Sumner Municipal Code 12.60 Park Rules

MOTION BY BITETTO SECONDED BY HAYDEN TO APPROVE ORDINANCE NO. 2787 AMENDING PARK RULES AND SUMNER MUNICIPAL CODE 12.60

Community services manager Derek Barry addressed the council.

In recognition of several of the 2018 Parks & Trail Plan update's Themes and Guiding Principles of: Fun & Friendly, Beautiful & Clean, Safe & Comfortable, Support of Active, Healthy Lifestyles the Forestry & Parks Commission and staff recommend prohibiting smoking in our parks and trails.

PASSED BY VOICE VOTE.

Purchase and Sale Agreement Main Street East Property

MOVED BY HAYDEN SECONDED BY HOCHSTATTER TO APPROVE THE PURCHASE AND SALE AGREEMENT FOR THE SALE VIA INTERGOVERNMENTAL TRANSFER OF PARCEL NOS. 0520197015, 0520193060 AND 0520197014 TO THE PIERCE COUNTY LIBRARY DISTRICT FOR A TOTAL AMOUNT OF FIVE HUNDRED TWENTY- FIVE THOUSAND, NINE HUNDRED FOURTEEN DOLLARS AND 00/100 (\$525,914.00) AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSACTION.

City Attorney Andrea Marquez addressed the council.

In 2018, the City purchased the Main Street East properties for \$1,075,000 with the intention that the property would be used to re-locate the Sumner library branch to a more central and easily accessible location. Since purchasing the property, the City has invested approximately \$275,000 to demolish old structures, clear vegetation and begin remediation of known environmental contamination in the groundwater. The City's total interest in the Main Street Property is approximately \$1,350,914.

The City and the Library each own a 1/2 interest in the current Fryar Avenue building, where the Sumner library branch is currently located. In 2018, the building appraised for \$1,250,000 - making each party's 1/2 interest valued at \$625,000.

As consideration for the purchase of the Main Street East properties, the Library has agreed to (1) take responsibility for the remainder of the clean-up efforts through to an NFA from the Department of Ecology and (2) deed back to the City its 1/2 interest in the Fryar Avenue building, allowing it to be sold or re-developed consistent with the City's Town Center Plan. This would result in a net purchase price of the Main Street Property of \$525,914, as described in the chart below.

City Investment	\$ 1,350,914.00
Fryar Ave Building Ownership	\$ (625,000.00)
Revised Value of Main Street Property	\$ 725,914.00
Clean Up Costs	\$ (200,000.00)
Revised Purchase Price	\$ 525,914.00

Discussion ensued.

Georgia Lomax, Director of the PC Library System thanked the council and city staff for being such great partners during this the project. As a sidenote, she is a resident of Sumner and as a citizen she did ask council to approve the purchase.

Ben Haines, Senior Librarian, Pierce County Library, seconded what Ms. Lomax said. The location is going to be an exciting anchor to the east side of Sumner.

PASSED BY VOICE VOTE.

Purchase and Sale Agreement Fryar Avenue Library Building

MOVED BY HAYDEN SECONDED BY NEUMAN TO APPROVE THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE PIERCE COUNTY LIBRARY FOR THE ACQUISITION OF THE LIBRARY'S HALF INTEREST IN THE FRYAR AVENUE BUILDING VALUED AT \$625,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSACTION.

City Attorney Andrea Marquez spoke to the topic.

In 2018, the City conducted an appraisal of the Fryar Avenue Library location and valued the building at \$1,250,000. As an off-set to the purchase price for the Main Street East properties (new library location), the Library is releasing their one-half interest in the Fryar Ave building, valued at \$625,000 to the City, who after the conveyance, will own the building and underlying property in fee.

For additional background, please see the summary provided for the immediately preceding item - Purchase and Sale Agreement for the Main Street East Properties.

PASSED BY VOICE VOTE.

Restated Lease Agreement Between City and Pierce County library re: Fryar Avenue Building

MOVED BY HAYDEN SECONDED BY NEUMAN TO APPROVE THE RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SUMNER AND THE PIERCE COUNTY LIBRARY ON THE TERMS AND CONDITIONS OUTLINED IN THE AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME IN A FORM AS APPROVED BY THE CITY ATTORNEY.

City Attorney Andrea Marquez spoke to the topic.

The Library operates a branch within the City of Sumner on real property located at 1116 Fryar Avenue, Sumner, WA, which is owned by the City of Sumner ("Fryar Property"). The Library's use of this property is governed by an agreement and subsequent MOU between the Parties that were executed on October 19, 1992 and September 28, 1995 respectively. Pursuant to that lease agreement and MOU, the City leases to the Library the Fryar Property, at no cost, and the City and Library each own fifty percent of the building thereon. The Library has now outgrown its space at the Fryar Property and the building, which was originally constructed in 1979 and is nearing a condition that will require substantial renovations to keep it operable, so both the City and the Library desire to relocate the Sumner branch to a new location and facility. On September 7, 2021, the City Council approved the sale of the Main Street

East Properties to the Library, a condition of which is that the Library would convey back to the City its half interest in the Fryar Avenue building. While the Library designs and constructs the new Sumner library branch upon their new property, they desire to continue to lease the entirety of the Fryar Avenue building. This arrangement requires a new and restated lease agreement between the City and the Library on the following agreed terms: 3-year term, \$1.00 annual rent (in acknowledgement of the 50-year pre-paid lease agreement from 1992), with all non-structural maintenance and insurance responsibilities being the Library's obligation. All other terms and conditions are outlined in the attached restated lease agreement.

PASSED BY VOICE VOTE.

COUNCIL REPORTS

Councilmembers Reed and Neuman had no reports tonight.

Councilmember Hochstatter wanted to draw attention to the three new murals around the city. She thanked the artists for their work and the Sumner Cultural Arts Commission for the vision. She hopes that everyone has an opportunity to stop and enjoy them.

Deputy Mayor Hayden shared her excitement for the new library.

Councilmember Hamilton visited the new brewery in Sumner, Top Down Brewing Company last week.

Councilmember Bitetto is also very excited about the new library. She reminded the audience; the county does have rental assistance available through the end of September. There is information on the back of the city newsletter. She noticed that school is back in-person so hopefully life will be getting back to normal.

CITY ADMINISTRATOR

City Administrator Jason Wilson updated the council on the following:

Upcoming Policy Issues:

- Next Week's Study Session
 - Diversity, Equity, and Inclusion Training Consultant Agreement
- Next Regular Council Meeting on September 20th
 - Resolution authorizing the Houston Road Annexation Petition to Proceed
 - Ordinance amending SMC Chapter 10.20 – Speed Limit Code Revisions
 - Ordinance adding Juneteenth as a City Holiday

Commission Updates:

- Planning Commission September 16th:
 - Public Hearing on Mandatory Emergency and Transitional Housing Zoning Code Updates
 - Public Hearing on Interchange Commercial Zoning Code Updates related to auto repair and boat sales.

MAYOR REPORT

Mayor Pugh expressed his appreciation to council ad staff for their work and vision for the library. It's a viable asset to the community and a new library is always exciting

EXECUTIVE SESSION

Mayor Pugh adjourned the regular meeting into Executive Session at 6:38pm to discuss with legal counsel potential litigation per RCW 42.30.110(1)(i) and collective bargaining matters – RCW 42.30.140(4) for a time not to exceed 15 minutes – there will be no action to follow. At 6:55pm, he extended the time by 5-minutes.

The regular meeting was reconvened at 7:00pm.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 7:00pm. Councilmembers concurred.

ATTEST:

William L. Pugh, Mayor

Michelle Converse, CMC City Clerk

SUBJECT: Approval of checks and electronic payments in the amount of \$839,227.42.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Claim Vouchers
-

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Checks and electronic payments in the amount of \$839,227.42.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee MEETING/STUDY SESSION DATE: 9/1/2021 COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve as part of the consent agenda.



**CLAIMS VOUCHER
APPROVAL**
City of Sumner Finance
Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 26443	To: 26494	\$281,405.86 *
AP Electronic (EFTs) Payments:	From: 272	To: 274	\$25,942.41
AP Wire(s):	From: 15129	To: 15132	\$3,614.46
Payroll DD Numbers:	From: 49365	To: 49493, 4005	\$310,005.09
Payroll Check(s):	From: -	To: -	\$0.00
Payroll Wire(s):	From: 4003-4004, 4006	To: 4006-4011	\$218,259.60
TOTAL			\$839,227.42

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

Chief Financial Officer

9/9/2021 | 12:04 PM PDT

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$839,227.42 this 7th day of September 2021.

DocuSigned by:

[Signature]

Chair

9/9/2021 | 12:10 PM PDT

Date

Member

DocuSigned by:

Barbara Bitetto

Member

Date

9/12/2021 | 9:19 AM PDT

Date

* Includes \$2,066.67 in Use Tax and (\$1,817.73) in Check Voids.

Checks**Sumner, WA
Voucher Certification**

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6062	ARBORTEC TREE SOLUTIONS LLC	26443	8/12/2021	1060	7/12/2021		21044	W-21-05 Senior Center Tree Rem	5,586.38	00156910-541000	
								Check 26443 Total	5,586.38		
4499	U.S. BANK CORP. PAYMENT SYSTEM	26444	8/12/2021	07-26-2021 Statement	7/26/2021			July 26, 2021 Purchase Cards #xxxx-xxxx-xxxx-2340	6,740.72	001-213150	
								Check 26444 Total	6,740.72		
4811	US BANK VOYAGER FLEET SYSTEMS	26445	8/30/2021	86940637121 32	8/1/2021			Fuel for Fleet-July; Acct #869406371	10,986.43	55054830-532000	
								Check 26445 Total	10,986.43		
3963	A WORKSAFE SERVICE INC	26446	9/1/2021	308888	7/30/2021			Pre-employment drug test CDL	55.00	00151810-541000	
								Check 26446 Total	55.00		
29	ALLIANCE 2020 INC	26447	9/1/2021	5831318	6/30/2021			Background -PD, PW, Parks	597.53	00151900-541000	
29	ALLIANCE 2020 INC	26447	9/1/2021	5832119	7/31/2021			Background-Cemetery	88.29	00151810-541000	
								Check 26447 Total	685.82		
4843	ART N STITCHES INC	26448	9/1/2021	11825	8/10/2021			UNIFORM POLO FOR MARCY GOLDSTONE	35.70	44055432-521009	
								Check 26448 Total	35.70		
6030	AVIDEX INDUSTRIES LLC	26449	9/1/2021	074694	8/12/2021		21008	W2101 Council Chambers Update AV July 2021	10,205.58	32559481-563200	W2101-OM- -
								Check 26449 Total	10,205.58		
70	AWC BENEFIT TRUST	26450	9/1/2021	AWC 09/2021 LEOFF	8/27/2021			Sept 2021 - Medical Premiums for LEOFF 1 Retirees	5,197.50	00151720-529000	
								Check 26450 Total	5,197.50		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
132	BUNCE RENTAL	26451	9/1/2021	317896-1	7/22/2021			Rental - Core Drill for Gate Project	120.62	40253585-545000	
								Check 26451 Total	120.62		
5798	CART-AWAY CONCRETE SYSTEMS INC	26452	9/1/2021	2105142	7/14/2021	21021		LoadPro - Loading Hopper	6,587.83	00154230-564030	
5798	CART-AWAY CONCRETE SYSTEMS INC	26452	9/1/2021	2105142	7/14/2021	21021		LoadPro - Loading Hopper	6,587.83	40159434-564000	
5798	CART-AWAY CONCRETE SYSTEMS INC	26452	9/1/2021	2105142	7/14/2021	21021		LoadPro - Loading Hopper	2,195.95	40259435-564000	
5798	CART-AWAY CONCRETE SYSTEMS INC	26452	9/1/2021	2105142	7/14/2021	21021		LoadPro - Loading Hopper	6,587.84	40859431-564000	
								Check 26452 Total	21,959.45		
157	CDW GOVERNMENT, INC.	26453	9/1/2021	SE2101107	8/4/2021			Mail server assistance	121.00	55151880-542000	
								Check 26453 Total	121.00		
697	CENTURYLINK	26454	9/1/2021	206-Z20-0120 975B	7/20/2021			CenturyLink Main Bill	2,976.60	55151880-542000	
								Check 26454 Total	2,976.60		
1210	CITY OF BONNEY LAKE	26455	9/1/2021	reg-007404	7/10/2021		20011	Municipal Court Services - Q3 2021	59,102.50	00151250-551000	
								Check 26455 Total	59,102.50		
218	DELL MARKETING L.P.	26456	9/1/2021	10507701324	7/30/2021			Servers warranty extension	1,728.19	55151880-535006	
								Check 26456 Total	1,728.19		
229	DM RECYCLING	26457	9/1/2021	9981591	8/1/2021			4811 E Valley-demo hauloff/dumpster#2 111-321863359	3,066.90	31059476-563309	02101-PE- -

Sumner, WA

Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 26457 Total	3,066.90		
4652	DRAIN-PRO	26458	9/1/2021	100545	7/8/2021			Bennett prop septic pumping (Replaces Inv #99520)	1,389.38	31059476-563309	02101-PE- -
								Check 26458 Total	1,389.38		
6060	DUNN, PAUL H	26459	9/1/2021	2108-561-1389	8/4/2021		21041	Fiber Study	1,827.00	55151880-541000	
								Check 26459 Total	1,827.00		
5971	EDNETICS INC	26460	9/1/2021	107239	7/27/2021			MDR for WWTP	3,161.62	55151880-535009	
								Check 26460 Total	3,161.62		
5934	GHA TECHNOLOGIES INC	26461	9/1/2021	101146262	7/26/2021			WWTP Backup Software	184.67	55151880-535007	
								Check 26461 Total	184.67		
336	GRAINGER, DEPT 821837135	26462	9/1/2021	9004527280	7/28/2021			Sr Center Stove Repair, pilot stem & tip	95.79	00156910-531000	
336	GRAINGER, DEPT 821837135	26462	9/1/2021	9969097717	7/20/2021			WWTF Toilet Paper and Paper Towels	205.39	40253585-531000	
336	GRAINGER, DEPT 821837135	26462	9/1/2021	9972452735	7/22/2021			Ice Packs for Samples, Wedge Shims, Printer Labels	69.26	40253585-531006	
								Check 26462 Total	370.44		
332	GRAY & OSBORNE INC	26463	9/1/2021	21514.01-4	8/16/2021		21017	Task Order CIP 21-04 WWTF Platform 7/18-8/14/21	1,679.15	40253585-541000	02104-PE- -
332	GRAY & OSBORNE INC	26463	9/1/2021	21514.02-3	8/16/2021		21015	Task Order CIP 21-05 WWTF Aeration 7/18-8/14/21	500.08	40259438-562102	02105-PE- -
								Check 26463 Total	2,179.23		
1139	HI-LINE INC	26464	9/1/2021	10879552	7/31/2021			Stock - Hardware	195.62	55054830-531000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 26464 Total	195.62		
3226	INTERCOM LANGUAGE SERVICES	26465	9/1/2021	21-156	4/16/2021			Interpreter Services 4/1/21	130.00	00151250-541012	
3226	INTERCOM LANGUAGE SERVICES	26465	9/1/2021	21-203	4/30/2021			Interpreter Services 4/29/21	130.00	00151250-541012	
3226	INTERCOM LANGUAGE SERVICES	26465	9/1/2021	21-327	7/16/2021			Interpreter Services 7/1/21	260.00	00151250-541012	
3226	INTERCOM LANGUAGE SERVICES	26465	9/1/2021	21-369	7/30/2021			Interpreter Services 7/29/21	260.00	00151250-541012	
								Check 26465 Total	780.00		
6066	J'S WINDOW TINTING	26466	9/1/2021	1673109930	7/9/2021			Tint for Windows in Lab and Office	776.63	40253585-541000	
								Check 26466 Total	776.63		
3790	LAW OFFICE OF THOMAS GUILFOIL	26467	9/1/2021	2021-07	8/7/2021		19115	Indigent Defense Services	6,000.00	00151591-541001	
								Check 26467 Total	6,000.00		
6027	MCLENDON HARDWARE	26468	9/1/2021	B53061/3	7/23/2021			Conduit Coupling, Brooms, & Shovels for WWTF	11.57	40253585-531000	
6027	MCLENDON HARDWARE	26468	9/1/2021	B53061/3	7/23/2021			Conduit Coupling, Brooms, & Shovels for WWTF	93.54	40253585-535000	
6027	MCLENDON HARDWARE	26468	9/1/2021	B63036/3	8/4/2021			Fasteners for Wide Area Mower	27.44	55054830-531000	
6027	MCLENDON HARDWARE	26468	9/1/2021	B64215/3	8/6/2021			Shops no trespassing sign fasteners	50.85	00151830-531000	
6027	MCLENDON HARDWARE	26468	9/1/2021	B64339/3	8/6/2021			Irrigation axe, pick	64.08	00157680-535000	
								Check 26468 Total	247.48		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
1843	MULTICARE	26469	9/1/2021	146365	5/3/2021			DOT & Audiograms	240.63	00151900-541000	
1843	MULTICARE	26469	9/1/2021	146745	6/1/2021			Shops DOT & Breath Test	140.00	00151900-541000	
1843	MULTICARE	26469	9/1/2021	148062	8/2/2021			Pre-employment, DOT, Drug Screen	49.88	44055432-541000	
1843	MULTICARE	26469	9/1/2021	148062	8/2/2021			Pre-employment, DOT, Drug Screen	96.25	00151900-541000	
1843	MULTICARE	26469	9/1/2021	148062	8/2/2021			Pre-employment, DOT, Drug Screen	803.00	00152120-541000	
								Check 26469 Total	1,329.76		
555	NATIONAL SAFETY INC	26470	9/1/2021	0624828-IN	8/4/2021			Earplugs	26.46	00157680-531000	
								Check 26470 Total	26.46		
5144	NATURAL SYSTEMS DESIGN INC	26471	9/1/2021	2021-642	8/10/2021		19045	CIP 14-10 CSUM-004.1 WR Restoration July 2021	27,535.25	40859431-563419	01410-PE-DSTRM-
								Check 26471 Total	27,535.25		
5689	NEXTREQUEST CO	26472	9/1/2021	17748	7/28/2021			Annual subscription to PRR software 10/21-10/22	8,643.48	55151880-535007	
								Check 26472 Total	8,643.48		
3934	O'REILLY AUTO PARTS	26473	9/1/2021	4478-111369	7/26/2021			33-111 Floor Mats	91.03	55054830-531000	
3934	O'REILLY AUTO PARTS	26473	9/1/2021	4478-111471	7/26/2021			21-101 Fuel Cap	7.87	55054830-531000	
3934	O'REILLY AUTO PARTS	26473	9/1/2021	4478-111595	7/27/2021			Washer Fluid & Anti Freeze for Fleet Stock	511.47	55054830-531000	
3934	O'REILLY AUTO PARTS	26473	9/1/2021	4478-111635	7/27/2021			33-111 Air Filter	16.27	55054830-531000	
3934	O'REILLY AUTO PARTS	26473	9/1/2021	4478-113792	8/9/2021			WWTP Gator Battery Cores	-192.54	55054830-531000	

Sumner, WA

Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 26473 Total	434.10		
9999	ROBERT McDONALD	26474	9/1/2021	Lic Refnd-R.McDonald	7/20/2021			Robert McDonald License Refund - Not in MAS Juris	14.00	44032230-322311	
								Check 26474 Total	14.00		
2376	OWEN EQUIPMENT	26475	9/1/2021	00102763	8/2/2021			33-118 Valve Cartridge	389.44	55054830-531000	
								Check 26475 Total	389.44		
463	PC RECYCLING, COMPOSTING & DISPOSAL	26476	9/1/2021	35135	7/31/2021			Park's Garbage	583.60	00157680-547000	
								Check 26476 Total	583.60		
3606	PETHEALTH SERVICES (USA) INC	26477	9/1/2021	SIUN13979540	7/30/2021			MICROCHIP SCANNERS	344.73	44055432-535000	
								Check 26477 Total	344.73		
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	1T70951	7/16/2021			Supplies - WWTF Gate Project	667.35	40253585-531000	
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	1T71319	7/19/2021			Supplies - WWTF Gate Project	695.81	40253585-531000	
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	1T88407	7/19/2021			Supplies - WWTF Gate Project	436.69	40253585-531000	
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	1T88414	7/19/2021			Supplies - WWTF Gate Project	403.10	40253585-531000	
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	1U00825	7/20/2021			Supplies - WWTF Gate Project	2,216.99	40253585-531000	
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	1U00831	7/20/2021			Supplies - WWTF Gate Project	1,847.49	40253585-531000	
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	1U35899	7/23/2021			Supplies - WWTF Gate Project	317.28	40253585-531000	
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	1V27389	8/3/2021			BHSC Vandalism vapor proof cover	73.04	00157680-531000	
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	Y415631	7/16/2021			Supplies - WWTF Gate Project	387.14	40253585-531000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
4513	PLATT ELECTRIC SUPPLY	26478	9/1/2021	Z927672	7/16/2021			Supplies - WWTF Gate Project - Automation	541.57	40253585-531000	
								Check 26478 Total	7,586.46		
5792	POLYDYNE INC	26479	9/1/2021	1564055	7/30/2021			Polymer for WWTF	10,541.78	40253585-531021	
								Check 26479 Total	10,541.78		
666	POSTE, TOM	26480	9/1/2021	Reim 08/2021- LEOFF 1	8/23/2021			LEOFF 1:2/13-11/20/2019;5/10-5/28/2021 Not Covered	6,121.00	61152210-521023	
								Check 26480 Total	6,121.00		
1315	PRINT NW	26481	9/1/2021	D32336901	8/6/2021			Color envelopes	133.96	41053600-531000	
								Check 26481 Total	133.96		
678	PUGET SOUND ENERGY	26482	9/1/2021	22002087656 5-08/2021	8/11/2021			13624 Cannery Way #B (Street Light)	79.45	00154260-547001	
678	PUGET SOUND ENERGY	26482	9/1/2021	22002225768 1-08/2021	8/24/2021			13608 Cannery Way # Pump 13	21.24	40253550-547000	
678	PUGET SOUND ENERGY	26482	9/1/2021	22002446813 8-08/2021	8/24/2021			602 Hunt Ave # Light 2	49.96	00154260-547001	
								Check 26482 Total	150.65		
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	2,496.41	00151830-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	183.24	00154230-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	14,629.25	00154260-547001	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	786.26	00154260-547002	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	777.91	00156910-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	20.01	00157335-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	401.93	00157680-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	2,285.83	40153450-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	2,107.49	40253550-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	25,121.15	40253585-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	183.25	40853150-547000	
678	PUGET SOUND ENERGY	26483	9/1/2021	Aug 2021 PSE Accts	8/2/2021			Aug 2021 Gas & Electric Accounts	230.53	41053600-547000	
								Check 26483 Total	49,223.26		
5872	ROSEN SUPPLY CO	26484	9/1/2021	1591823-00	8/9/2021			Plumbing repairs faucet	369.77	41053600-531000	
								Check 26484 Total	369.77		
4696	RWC GROUP	26485	9/1/2021	XA103015301: 01	7/29/2021			Warning Beacons for Stock	527.64	55054830-531000	
								Check 26485 Total	527.64		
5518	SHARP BUSINESS SYSTEMS	26486	9/1/2021	9003402596	7/28/2021			Copier click charge - City Hall	16.86	55151880-542000	
5518	SHARP BUSINESS SYSTEMS	26486	9/1/2021	9003415492	8/4/2021			Copier Click Charges - City Hall	108.61	55151880-542000	
								Check 26486 Total	125.47		
3816	SOUND INSPECTIONS, LLC	26487	9/1/2021	20202284-9	6/21/2021			Building inspections performed 6/21-6/25	1,817.73	00155850-541007	
								Check 26487 Total	1,817.73		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5855	SUMNER LAWN 'N SAW	26488	9/1/2021	79632	7/27/2021			450sf univ, xp 2t oil	166.05	41053600-531000	
								Check 26488 Total	166.05		
3882	T-MOBILE	26489	9/1/2021	896670007 - 07/2021	7/21/2021			T-MOBILE HOTSPOT BILL - July	148.75	55151880-542000	
								Check 26489 Total	148.75		
893	TIMCO INC	26490	9/1/2021	T037882 (T036888)	8/25/2021			E-4 Boom Mower Hoses	449.76	55054830-531000	
893	TIMCO INC	26490	9/1/2021	T037883 (T036955)	8/25/2021			Tubing for Polymer System	321.83	40253585-531018	
893	TIMCO INC	26490	9/1/2021	T037884 (T036962)	8/25/2021			Pressure Washer Parts for Fleet	170.30	55054830-531000	
893	TIMCO INC	26490	9/1/2021	T037885 (T037150)	8/25/2021			Pump Hose	377.35	40253550-535000	
								Check 26490 Total	1,319.24		
260	TYLER TECHNOLOGIES INC	26491	9/1/2021	045-348976	7/28/2021		19151	Munis Impl- EnerGov Lic/Reg, Permit/Land Mgt (Sch G)	9,399.00	00159418-564000	munis-ADMIN-Munis-SCHG
								Check 26491 Total	9,399.00		
4499	U.S. BANK CORP. PAYMENT SYSTEM	26492	9/1/2021	08-25-2021 Statement	8/27/2021			Aug 25, 2021 Purchase Cards #xxxx-xxxx-xxxx-2340	8,072.49	001-213150	
								Check 26492 Total	8,072.49		
3099	WAXIE SANITARY SUPPLY	26493	9/1/2021	80190570	8/3/2021			WWTF Garbage Bags	87.52	40253585-531000	
3099	WAXIE SANITARY SUPPLY	26493	9/1/2021	80198349	8/6/2021			Shelter Cleaning Supplies	336.14	44055430-531000	
								Check 26493 Total	423.66		

Sumner, WA
Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
4223	RICOH USA INC	26494	9/1/2021	105206212	7/26/2021			SC Copier lease and click charges	27.75	55151880-545000	
4223	RICOH USA INC	26494	9/1/2021	105206212	7/26/2021			SC Copier lease and click charges	20.98	55151880-542000	
Check 26494 Total									48.73		
Grand Total									281,156.92		

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

9A5D5E5EBAEC4A5...
Signed Kassandra Raymond 9/9/2021 | 12:04 PM PDT
Date

City of Sumner, WA



Use Tax Report 08/12/2021 to 09/01/2021

VENDOR	DOCUMENT INVOICE ACCOUNT	INVOICE	DESCRIPTION	PAID DATE TO BE PAID	RATE FROM	LINE	TAXABLE AMOUNT	USE TAX
3606	18354 44055432-535000-	SIUN13979540	MICROCHIP SCANNERS	09/01/2021 440-237102-	10.000	1	315.00	1.77
5798	18294 00154230-564030-	2105142	LoadPro - Loading H	09/01/2021 001-237102-	9.400	1	21,959.45	619.26
5798	18294 40159434-564000-	2105142	LoadPro - Loading H	09/01/2021 401-237102-	9.400	2	21,959.45	619.26
5798	18294 40259435-564000-	2105142	LoadPro - Loading H	09/01/2021 402-237102-	9.400	3	21,959.45	206.42
5798	18294 40859431-564000-	2105142	LoadPro - Loading H	09/01/2021 408-237102-	9.400	4	21,959.45	619.25
6066	18188 40253585-541000-	1673109930	Tint for windows in	09/01/2021 402-237102-	9.400	1	710.55	.71

City of Sumner, WA



Use Tax Account Totals

Account		Amount	Discount Percent	Net Amount
001-237102-	\$	619.26	0.000 %	\$ 619.26
401-237102-	\$	619.26	0.000 %	\$ 619.26
402-237102-	\$	207.13	0.000 %	\$ 207.13
408-237102-	\$	619.25	0.000 %	\$ 619.25
440-237102-	\$	1.77	0.000 %	\$ 1.77

Total Use Tax: \$2,066.67

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

City of Sumner, WA



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 111100

FOR: Voids

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
26145	06/30/2021	VOID	003816 SOUND INSPECTIONS, LLC	1,817.73			
			1 CHECKS CASH ACCOUNT TOTAL	1,817.73	.00		

City of Sumner, WA



AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	1,817.73	.00
** END OF REPORT - Generated by Norman Shadlow **			

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
4549	SCHLIESMAN, JEREMIAH	272	9/1/2021	Schliesman 06/2021	7/7/2021			Per Diem for TRT Swat Training in Warrenton OR	390.50	00152120-543000	
								Check 272 Total	390.50		
5998	VM STRUCTURAL DESIGN INC	273	9/1/2021	7	8/9/2021		20066	CIP 20-07 Rivergrove Ped Bridge June 2021	11,759.90	30259561-563110	02007-PE- -
5998	VM STRUCTURAL DESIGN INC	273	9/1/2021	8	8/9/2021		20066	CIP 20-07 Rivergrove Ped Bridge July 2021	10,692.33	30259561-563110	02007-PE- -
								Check 273 Total	22,452.23		
5791	WSP USA, INC.	274	9/1/2021	1078285	8/10/2021		19145	CIP 14-01 Fryar Ave Trail July 2021	3,099.68	31059562-563304	01401-PE- -
								Check 274 Total	3,099.68		
								Grand Total	25,942.41		

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

Signed by:
Kassandra Raymond

9/9/2021 | 12:04 PM PDT

Signature: EBAEC4A5...

Date

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5539	REDQUOTE INC	15129	8/13/2021	HRA 08/13/2021	8/13/2021			2021 HRA Med/Rx Co-Ins Reimbursements	264.11	00151730- 521020	
								Check 15129 Total	264.11		
5539	REDQUOTE INC	15130	8/20/2021	HRA 08/20/2021	8/20/2021			2021 HRA Med/Rx Co-Ins Reimbursements	1,405.01	00151730- 521020	
								Check 15130 Total	1,405.01		
5878	CORPORATION SERVICE COMPANY (CSC)	15131	8/20/2021	82859199410 08202021	8/20/2021			Recorded Documents (Agreements) Dev. Svcs	220.25	40153410- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15131	8/20/2021	82859199410 08202021	8/20/2021			Recorded Documents (Agreements) Dev. Svcs	220.25	40253510- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15131	8/20/2021	82859199410 08202021	8/20/2021			Recorded Documents (Agreements) Dev. Svcs	220.25	40853110- 541000	
								Check 15131 Total	660.75		
5878	CORPORATION SERVICE COMPANY (CSC)	15132	8/20/2021	82859199410 08172021	8/17/2021			Recorded Documents (Agreement & Easement) Dev. Svcs	143.00	40153410- 541000	
5878	CORPORATION SERVICE COMPANY (CSC)	15132	8/20/2021	82859199410 08172021	8/17/2021			Recorded Documents (Agreement & Easement) Dev. Svcs	144.00	40253510- 541000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5878	CORPORATION SERVICE COMPANY (CSC)	15132	8/20/2021	82859199410 08172021	8/17/2021			Recorded Documents (Agreement & Easement) Dev. Svcs	144.50	40853110- 541000	
								Check 15132 Total	431.50		
5539	REDQUOTE INC	15133	8/27/2021	HRA 08/27/2021	8/27/2021			2021 HRA Med/Rx Co-Ins Reimbursements	853.09	00151730- 521020	
								Check 15133 Total	853.09		
								Grand Total	3,614.46		

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

Signed by: *Kassandra Raymond*

9/9/2021 | 12:04 PM PDT

Signed

Date

From: [Chris Jensen](#)
To: [Norman Shadlow](#)
Subject: PPE 08/15/2021
Date: Friday, September 3, 2021 8:04:30 AM

Hi Norm,

Please add the following to the voucher list:

PPE 08/15/2021

Check Range: N/A

Amount: N/A

Direct Deposit Range: 49365-49493, 4005

Amount: \$310,005.09

Wire Range: 4003-4004, 4006-4011

Amount: \$218,259.60

Total: \$528,264.69

Thanks!

Chris

Christopher Jensen | Finance & Payroll Analyst

City of Sumner

1104 Maple Street

Sumner, WA 98390

Phone: 253-299-5544

www.sumnerwa.gov



Before printing, please think green

SUBJECT: Resolution No. 1595 - Setting Public Hearing Date for Sumner High School
Right of Way Vacation Petition

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1595

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

As part of the Sumner High School Modernization Project, the Sumner-Bonney Lake School District entered into a Development Agreement with the City. The Development Agreement required the SBLSD to petition to vacate four separate sections of right of way within the project footprint, and the City agreed to process the petition consistent with code and state law. On July 15, 2021, the SBLSD submitted the complete petition package. There are four sections of right of way proposed to be vacated: (1) the alley adjacent to Washington Street; (2) the Mason Street Alley; and (3) the west main street triangle and (4) the east main street triangle. All are shown in blue on the site map attached. The City does not currently utilize or maintain these areas of right of way, however there are public utilities underlying three of the four areas of ROW that the City will require easements for. The City proposes vacating all requested right of way sections free of charge, in consideration of the fact that the City has not incurred costs related to either acquisition or maintenance of the property. The first step in the vacation process is to adopt a resolution to set a public hearing. Tonight's resolution would set the public hearing for October 18, 2021 enabling staff to prepare and publicly notice the hearing as required by RCW 35.79.020.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/7/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Adopt Resolution 1595 setting the public hearing for the Sumner High School Modernization Project rights of way vacation petition.

RESOLUTION NO. 1595

CITY OF SUMNER, WASHINGTON

A RESOLUTION declaring the intent of the City Council to fix the time and place for a public hearing to discuss the vacations of public right of way located adjacent to the Sumner High School campus in the City of Sumner, Washington, as more particularly set forth herein.

WHEREAS, as a necessary part of the Sumner High School Modernization and Expansion Project, the Sumner-Bonney Lake School District, in accordance with a Development Agreement between the City and the District, petitioned the City for vacation of certain public rights of way; and

WHEREAS, the rights of way are generally known as (1) the Alley adjacent to Washington Street; (2) the Mason Street Alley; (3) the West Main Triangle; and (4) the East Main Triangle; and

WHEREAS, on July 15, 2021, the Sumner-Bonney Lake School District submitted an application for the rights of way to be vacated as necessary for the Sumner High School Project; and

WHEREAS, the City has no future need for the subject rights of way; and

WHEREAS, the highest and best use of the ROW would be a use associated with the adjacent Sumner High School campus; and

WHEREAS, pursuant to RCW 35.79.030, the City Council now desires to set a time for public hearing to discuss the vacation of the rights of way;

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

Section 1. That it is the intent of the City Council to set a public hearing to discuss the vacation of the rights of way adjacent to the Sumner High School campus, described more particularly on the Attached Exhibit A, and depicted on the Attached Exhibit B.

Section 2. That October 18, 2021, at the hour of 6:00 p.m., at Sumner City Hall, 1104 Maple Street, Sumner, Washington, (meeting being held virtually via ZOOM) is the time and place set for the public hearing regarding the vacation of the above-described ROW, and that the City Clerk is hereby directed to post and mail notices setting forth the time and place of said hearing as required by RCW 35.79.020. Due to the Covid-19 restrictions placed on public meetings, the public is encouraged to attend this meeting virtually, and is invited to submit comments in writing to the City Clerk prior to 5pm on October 18th. Information regarding how to access the virtual meeting will be posted on the City's website in advance.

Section 3. **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.

ADOPTED AND APPROVED this 20th day of September, 2021.

William L. Pugh, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT A

ROW LEGAL DESCRIPTIONS

Washington St. Alley
RIGHT OF WAY VACATION

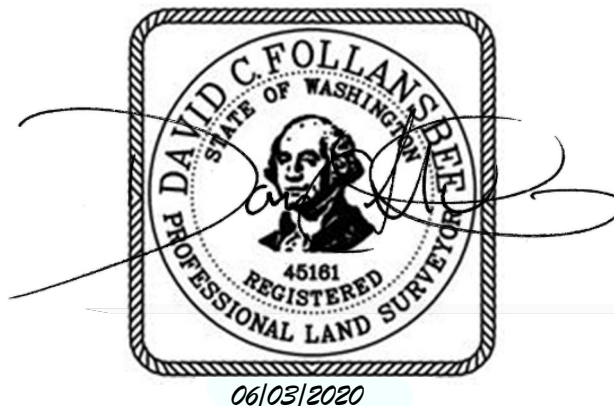
A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, CITY OF SUMNER, STATE OF WASHINGTON DEEDED TO THE CITY OF SUMNER UNDER AUDITOR'S FILE NUMBER 2185617 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH AND 359 FEET EAST OF THE INTERSECTION OF THE CENTER LINE OF MASON STREET AND THE EAST LINE OF THE WILLIAM KINCAID DONATION LAND CLAIM ; THENCE NORTH 30.00 FEET; THENCE EAST 27.84 FEET; THENCE NORTH 273.20 FEET; THENCE EAST 20.00 FEET; THENCE SOUTH 303.20 FEET; THENCE WEST 47.84 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN WASHINGTON STREET.

AND EXCEPT ANY PORTION THEREOF LYING SOUTHERLY OF THE ARC OF A 46.00 FOOT RADIUS CURVE HAVING A RADIUS POINT WHICH IS 11.93 FEET SOUTH AND 385.26 FEET EAST OF THE INTERSECTION OF THE CENTER LINE OF MASON STREET AND THE EAST LINE OF THE WILLIAM KINCAID DONATION LAND CLAIM.

CONTAINING 4,807 SQUARE FEET MORE OR LESS.



WASHINGTON STREET



HATCHED AREA
4,807 SF

AREA DEEDED TO CITY OF
SUMNER VIA QUIT CLAIM
DEED AFN 2185617

PARCEL J
AFN 9511090682
APN 0420244205

APN 0420244195

APN 0420244194



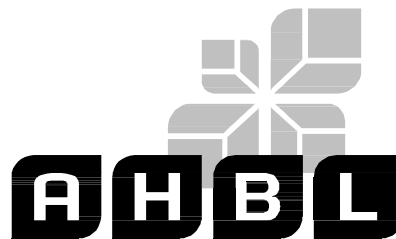
06/03/2020

POINT IS 11.93 FEET SOUTH
AND 385.26 FEET EAST OF THE
INTERSECTION OF THE CENTER
LINE OF MASON STREET AND
THE EAST LINE OF THE WILLIAM
KINCAID DONATION LAND CLAIM

POINT IS 30 FEET SOUTH AND
359 FEET EAST OF THE
INTERSECTION OF THE CENTER
LINE OF MASON STREET AND
THE EAST LINE OF THE WILLIAM
KINCAID DONATION LAND CLAIM

MASON STREET

JOB NO. 2160253.50
May 20, 2020
RIGHT OF WAY VACATION
LEGAL BY: TD EXHIBIT BY: TD
w:\sdsproj\2016\2160253\alley exhibit.dwg



2215 North 30th Street,
Suite 300,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

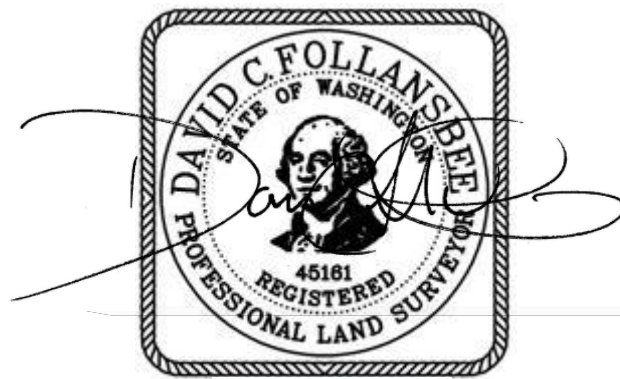
THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION
OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT
BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE
LEGAL DESCRIPTION SHALL PREVAIL.

MASON STREET ALLEY

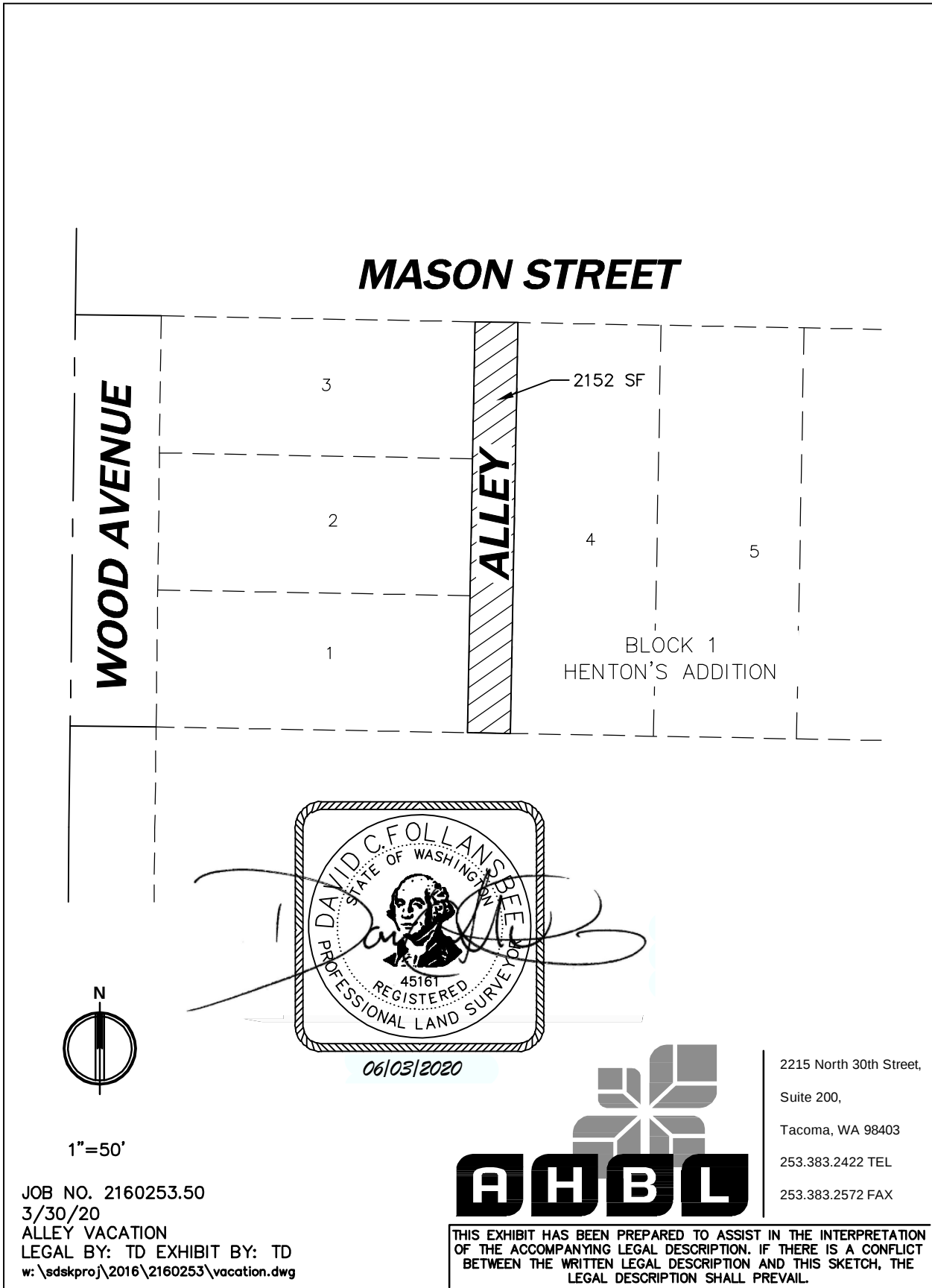
HENTON'S ADDITON ALLEY VACATION

THE 15.00 FOOT ALLEY LYING WESTERLY OF THE WEST LINE OF LOT 4, BLOCK 1, AND EASTERLY OF THE EAST LINES OF LOTS 1 THROUGH 3, BLOCK 1, HENTON'S ADDITION TO THE TOWN OF SUMNER, PIERCE COUNTY, W.T., ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 79, IN PIERCE COUNTY, WASHINGTON, AND LYING SOUTHERLY OF THE SOUTH MARGIN OF MASON STREET.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



06/03/2020



WEST MAIN TRIANGULAR AREA

MAIN STREET VACATION

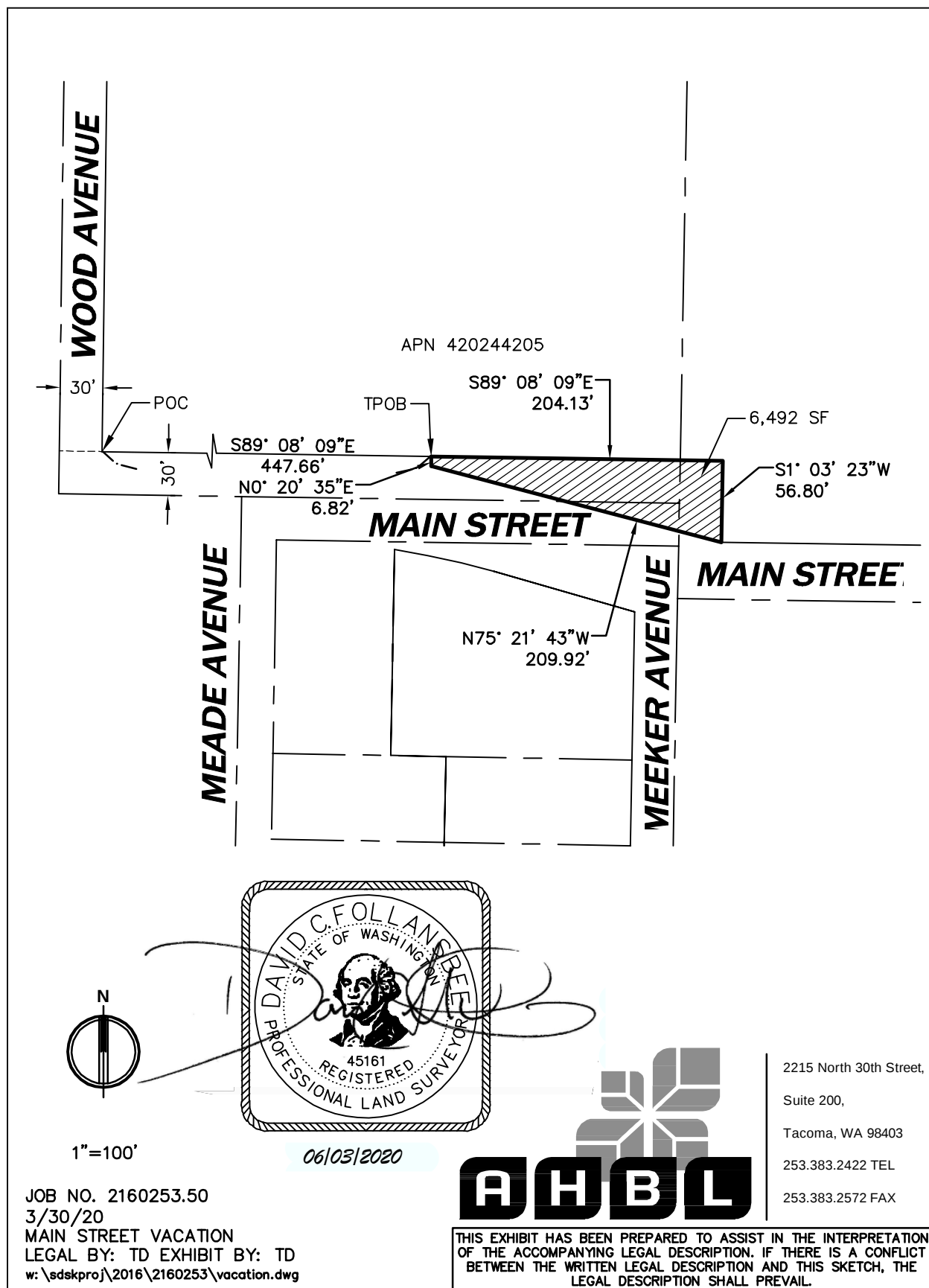
THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 04 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30.00 FEET NORTHERLY AND 30.00 FEET EASTERLY OF THE CENTERLINE INTERSECTION OF WOOD AVENUE WITH MAIN STREET; THENCE SOUTH $89^{\circ}08'09''$ EAST ALONG THE NORTHERLY MARGIN OF MAIN STREET A DISTANCE OF 447.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $89^{\circ}08'09''$ EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 204.13 FEET TO AN ANGLE POINT IN SAID NORTHERLY MARGIN; THENCE SOUTH $01^{\circ}03'23''$ WEST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 56.80 FEET TO AN ANGLE POINT IN SAID NORTHERLY MARGIN; THENCE LEAVING SAID NORTHERLY MARGIN, NORTH $75^{\circ}21'43''$ WEST A DISTANCE OF 209.92 FEET; THENCE NORTH $00^{\circ}20'35''$ EAST A DISTANCE OF 6.82 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

CONTAINING 6,492 SQUARE FEET MORE OR LESS.



06/03/2020

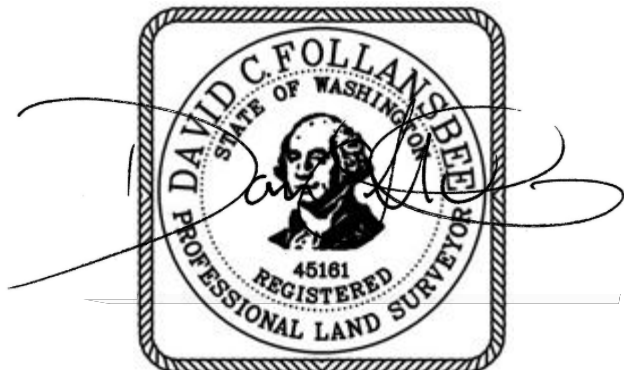


East Main Street Triangular Area
ROW Vacation

THAT PORTION OF MAIN STREET RIGHT-OF-WAY LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON; THAT PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF REVISED PARCEL "A" OF A BOUNDARY LINE ADJUSTMENT, RECORDED AT RECORDING NUMBER 9511090682, RECORDS OF PIERCE COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" EXTENDED, SOUTH 00°51'22" WEST, 39.17 FEET; THENCE LEAVING SAID WEST LINE EXTENDED, NORTH 74°23'34" WEST, 8.41 FEET; THENCE NORTH 86°30'12" WEST, 10.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS SOUTH 18°59'12" WEST, 799.12 FEET; THENCE NORTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°12'22", AN ARC LENGTH OF 156.29 FEET (CHORD BEARING NORTH 76°36'59" WEST, 156.05 FEET); THENCE NORTH 80°40'20" WEST, 26.16 FEET; THENCE NORTH 76°37'45" WEST, 39.53 FEET; THENCE NORTH 33°19'37" EAST, 5.05 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY MARGIN OF MAIN STREET PURSUANT TO A STATUTORY WARRANTY DEED, RECORDED AT RECORDING NUMBER 9403110330, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH MARGIN, SOUTH 89°07'31" EAST, 124.35 FEET; THENCE SOUTH 00°51'22" WEST, 13.94 FEET MORE OR LESS TO THE SOUTH LINE REVISED PARCEL "J" OF SAID BOUNDARY LINE ADJUSTMENT; THENCE ALONG SAID SOUTH LINE, SOUTH 89°08'38" EAST, 108.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 4863 SQUARE FEET, OR 0.11 ACRES MORE OR LESS.



11/17/2020

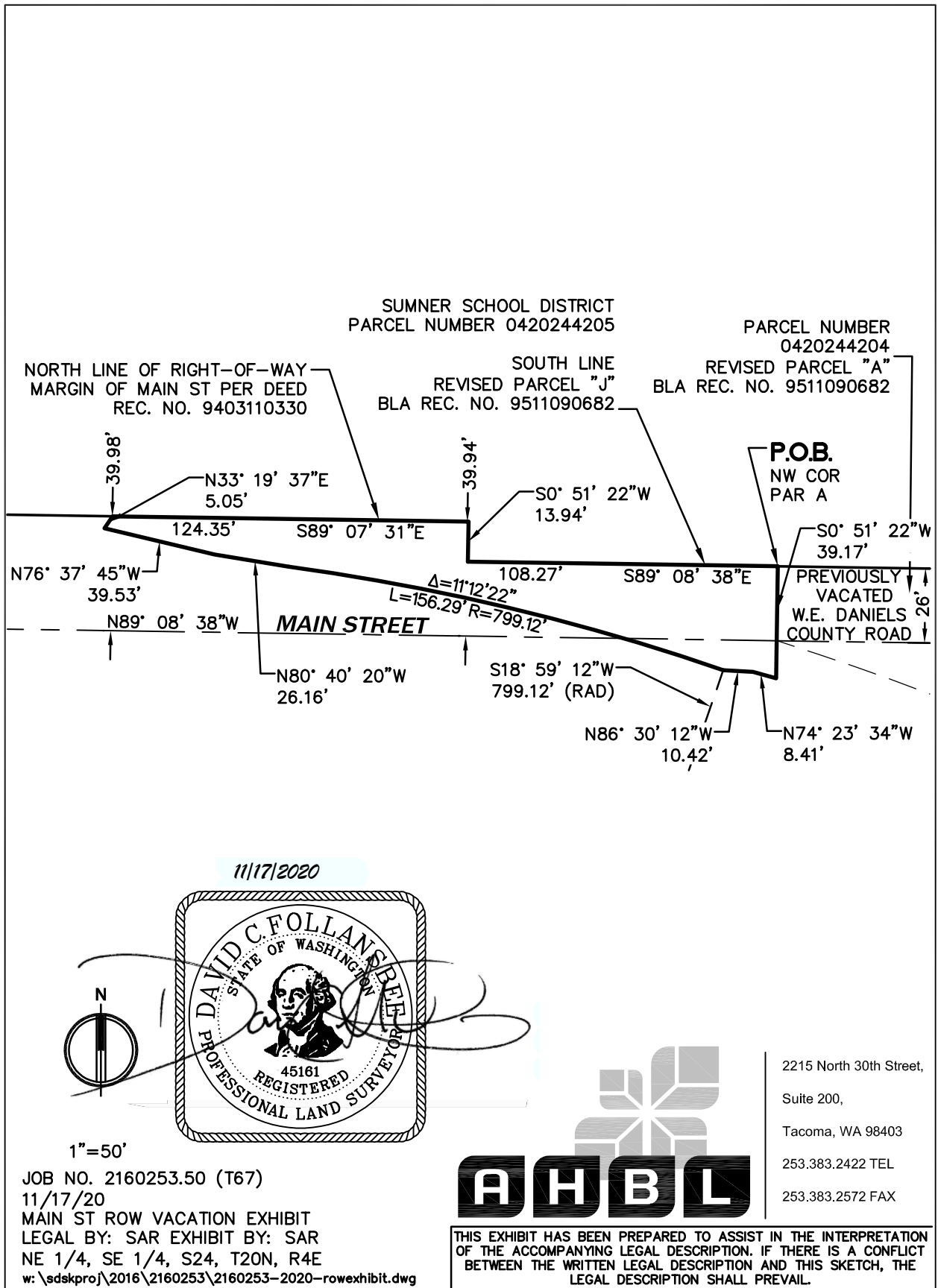
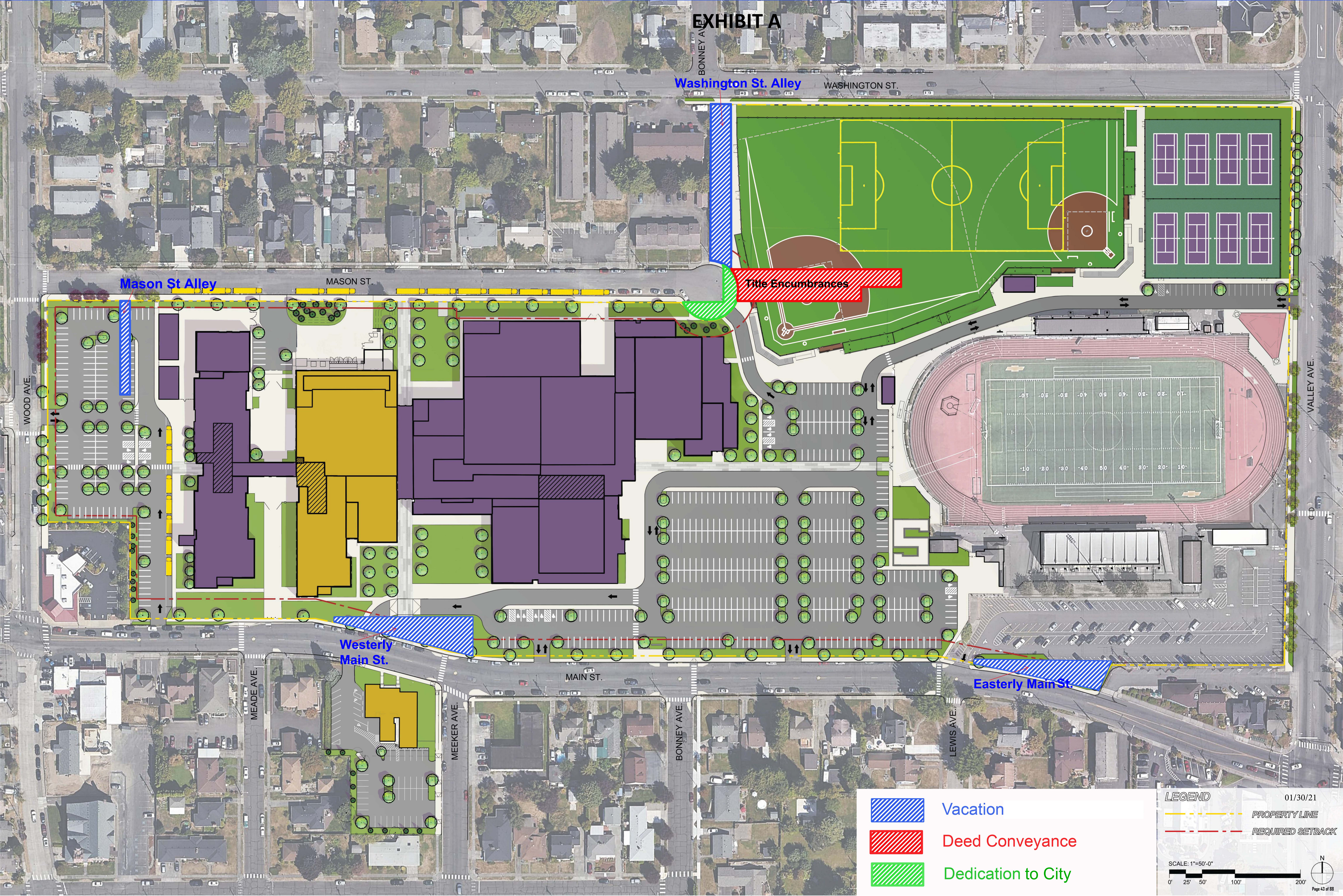


EXHIBIT B

ROW VACATION MAP

The ROW areas are shown in blue

EXHIBIT A



Washington St. Alley

WASHINGTON ST.

Mason St Alley

MASON ST.

Title Encumbrances

Westerly Main St.

MAIN ST.

Easterly Main St.

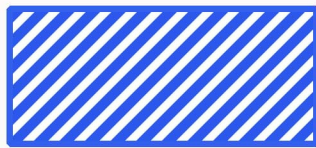
MEADE AVE.

MEEKER AVE.

BONNEY AVE.

LEWIS AVE.

VALLEY AVE.

-  Vacation
-  Deed Conveyance
-  Dedication to City

LEGEND

01/30/21

PROPERTY LINE

REQUIRED SETBACK

SCALE: 1"=50'-0"

0' 25' 50' 100' 200'

N

Page 43 of 88

SUBJECT: Resolution No. 1596 - Authorizing Houston Road Annexation Petition to be Circulated

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1596

STAFF CONTACT: Ann Siegenthaler, Associate Planner

SUMMARY BACKGROUND:

On July 23, 2021, the City received a notice of intention to commence annexation proceedings from the initiators that represent not less than ten percent of the assessed value of the Houston Road area. On August 23, 2021, during the regularly scheduled study session, the Council met with the initiators to discuss the proposed annexation pursuant to RCW 35A.14.120. During that meeting, the City Council determined that the annexation area proposed was appropriate, and made no modifications thereto. Tonight's resolution is Council's formal authorization permitting the initiators to circulate an annexation petition for the Council's consideration, beginning the annexation process.

COUNCIL COMMITTEE/STUDY SESSION: Council Study Session August 23, 2021
MEETING/STUDY SESSION DATE: 8/23/2021
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution 1596, authorizing the initiators of the Houston Road Annexation to circulate a petition

RESOLUTION NO. 1596

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER AUTHORIZING CIRCULATION OF AN ANNEXATION PETITION NEAR HOUSTON ROAD AND ACCEPTING THE GEOGRAPHIC AREA OF THE PROPOSED ANNEXATION.

WHEREAS, on July 23, 2021, the City received a notice of intention to commence annexation proceedings from owners of property (initiators) that represent not less than ten percent of the assessed value of the Houston Road area for which annexation is sought; and

WHEREAS, the property in the proposed annexation area, located north of Houston Road, is within the urban growth area of the City; and

WHEREAS, the City Council, in response to the notice from the initiators, pursuant to RCW 35A.14.120, set a date within sixty days to meet with the initiators on August 23, 2021; and

WHEREAS, pursuant to RCW 35A.14.120, the Council must determine whether to (a) accept, reject, or modify the geographic area of the proposed annexation; (b) require simultaneous adoption of zoning regulations; and (c) require the annexed area to assume all, or any portion of existing city indebtedness; and

WHEREAS, the Council must grant its approval before a petition can be circulated; and

WHEREAS, through the existing Sumner comprehensive plan designations for the area, the City Council already adopted zoning regulations for the area proposed to be annexed, and there is no current City indebtedness for which the proposed annexation would be required to assume.

NOW THEREFORE, in accordance with RCW 35A.14.120, the City Council of the City of Sumner, Washington hereby resolves as follows:

Section 1. Authorization to circulate an annexation petition. The Council authorizes the initiators or other persons or entities to circulate an annexation petition in the Houston Road area pursuant to and in compliance with RCW 35A.14.

Section 2. Acceptance of the geographic area of the proposed annexation. The Council accepts the geographic area of the proposed annexation, which is depicted in the map that is attached hereto and identified as Exhibit A.

Section 3. Assessments and Taxation. The Council requires the proposed annexation to be assessed and taxed at the same rate and on the same basis as property within the City of Sumner.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this resolution, or its application to any person or entity, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect

the validity of the remaining portions hereof.

Section 5. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 6. Effective Date. This resolution shall take effect immediately, as provided by law.

ADOPTED by the City Council of the City of Sumner, Washington, on the ____ day of _____, 2021.

William L. Pugh, Mayor

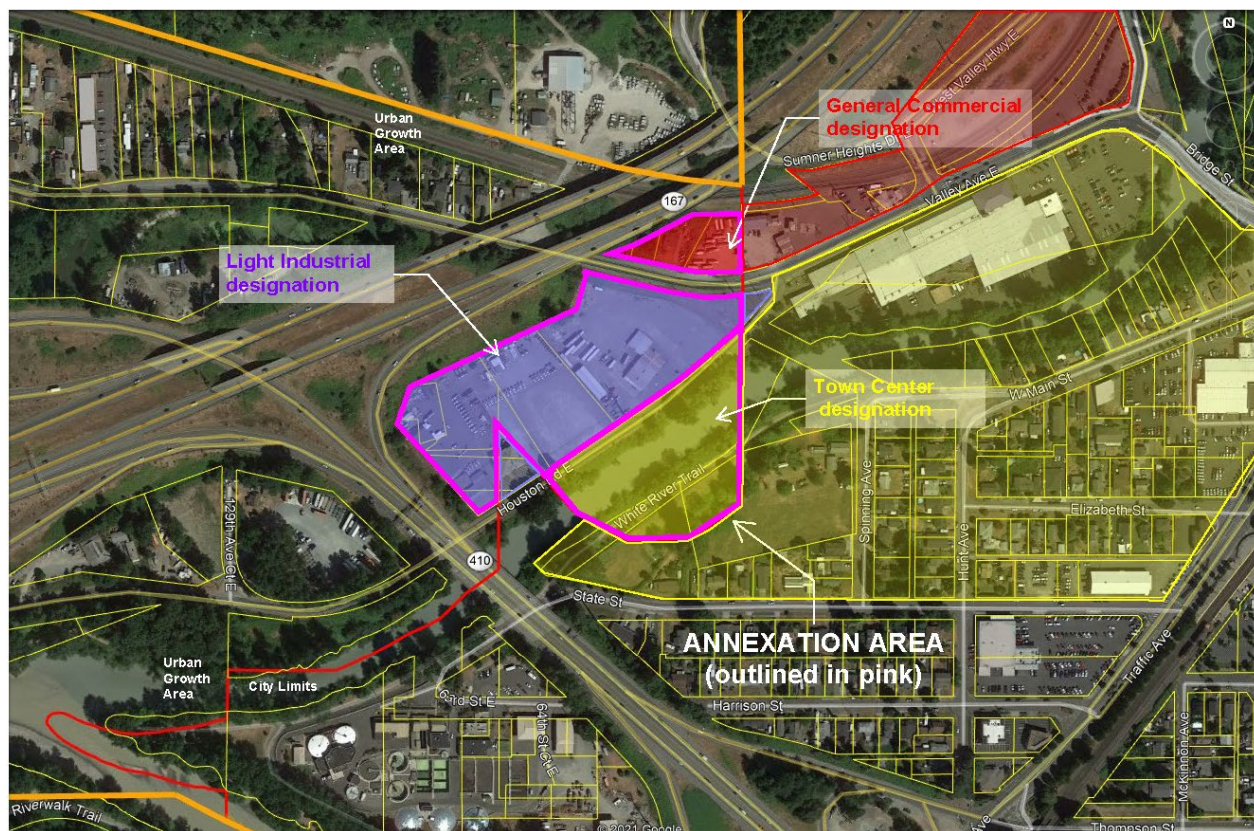
APPROVED AS TO FORM:

ATTEST:

Andrea Marquez, City Attorney

Michelle Converse, City Clerk

EXHIBIT A
ANNEXATION AREA MAP



SUBJECT: PSE Agreements - White River Restoration

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$155,808.70

Within Budget Allocation: Yes

ATTACHMENTS:

1. Engineering Services Agreement - 115 Alpac
2. Engineering Services Agreement - 230 Alderton
3. Engineering Services Agreement - 115 Alderton

STAFF CONTACT: Jason Van Gilder, Associate City Engineer

SUMMARY BACKGROUND:

The City of Sumner, in partnership with Pierce County, the Muckleshoot Indian Tribe, and the Puyallup Tribe of Nations, is undertaking a large habitat restoration project along the west side of the White River. The project, known as the White River Restoration Project, will require the relocation of three power transmission lines owned by Puget Sound Energy (PSE). City staff has worked with PSE to develop agreements to design the relocation of these power transmission lines to locations that will accommodate the planned habitat improvements.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/7/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary agreements with Puget Sound Energy, Inc., in an amount not-to-exceed \$155,808.70 for the engineering services necessary for the relocation of three high voltage power transmission lines necessary for the White River Restoration Project (CIP14-10), substantially in a form approved by the City Attorney.

PUGET SOUND ENERGY
ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement, dated as of 08/30/2021 (“Agreement”), is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and the City of Sumner. This Agreement includes, and incorporates by this reference, PSE’s Standard Terms and Conditions for Services (“Standard Terms and Conditions”), a copy of which is attached hereto or has otherwise been provided to Customer. Terms used in this Agreement with initial letters capitalized and not otherwise defined have the meanings set forth in the Standard Terms and Conditions. PSE and Customer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1. Term. The term of this Agreement (the “Term”) shall commence as of the date of this Agreement and shall end upon the expiration of sixty (60) days after either Party gives the other written notice of such termination. Except as otherwise specifically provided for in the applicable Statement of Work or Section 6 of the Standard Terms and Conditions, the Parties’ respective rights and obligations with respect to any Services subject to any Statement of Work signed by the Parties during the Term shall survive any termination of the Term for a period of two (2) years following such termination.

2. Provision of Services. PSE shall use commercially reasonable efforts to perform for Customer such Services as may be specified in Statements of Work agreed upon from time to time by the Parties during the Term of this Agreement. Such Services shall be performed in accordance with PSE’s standard practices and applicable tariffs.

3. Statements of Work. Each Statement of Work shall be in writing and signed by both Parties. Unless otherwise agreed to by the Parties, Statements of Work shall include, without limitation, the following with regard to the Services covered by such Statement of Work: (a) a detailed description of the Services; (b) any Results to be delivered by PSE to Customer in connection with the Services; (c) a description of any specifications, documents, data, information, services and other items to be furnished by Customer; (d) the fees, reimbursable expenses and other compensation payable by Customer to PSE for the Services; and (e) the schedule or term for performance of the Services. PSE shall not be obligated to perform, and Customer shall not be obligated to pay for, any Services that are not specifically set forth in a Statement of Work.

4. Compliance. In performing any Statement of Work, PSE agrees to comply with Customer’s reasonable rules and regulations for access to and activities in and around premises controlled by Customer to the extent PSE has received advance written notice of such rules and regulations. Each Party agrees to comply with all applicable law in the performance of its responsibilities and obligations under this Agreement and any Statement of Work.

5. Audit. For a period of two (2) years after receipt of any invoice regarding a Statement of Work, either Party shall have the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of such invoice. If such examination reveals any inaccuracy, the necessary adjustments shall be made to such invoice, and payments or credits (as appropriate) shall be made promptly to correct such inaccuracy.

6. Interpretation. To the extent this Agreement and any Statement of Work contain inconsistent terms, the terms of the Statement of Work shall control.

7. **Notices.** Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be deemed to be effective upon receipt. Notice shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person(s) specified below.

Customer:
City of Sumner

Name: Jason Van Gilder
Title: Associate Engineer – Public Works
Address: 1104 Maple St. Suite 260
Sumner, WA 98390

Telephone: 253-299-5703

PSE:
Puget Sound Energy

Name: Daniel Aguirre
Title: Project Manager
Address: 355 110th Ave NE
Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change such name and address by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Capitalized terms used in this Statement of Work, unless otherwise defined herein, have the meanings set forth in the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. and the customer identified on the signature page of the Agreement (the “Customer”).

1. Description of the Services:

In reliance upon the information provided by Customer pursuant to Section 2 below, PSE will provide engineering services related to its electricity delivery systems and future provision of electric service to Customer, in advance of and in support of Customer’s formal application to PSE for electric service. In connection with such services and with the cooperation of the Customer, PSE will:

- (a) Provide a transmission relocation design for overhead electrical transmission facilities 115,000 volts or less at the 115kV Alderton line.
- (b) Any and all necessary survey, site visits, geotechnical reports and preliminary field work for a full and complete design package.

2. Specifications, documents, data, information, services and other items to be furnished by Customer:

The Parties each acknowledge that the services provided by PSE pursuant to this Statement of Work will be based on the information provided by Customer as set forth Attachment 1 generally consisting of documents, plans, specification, information and data necessary for performance of services. The adequacy of such information provided by Customers will be determined solely by PSE.

3. Fees, reimbursable expenses and other compensation:

(a) Upon execution of this Statement of Work, Customer will pay PSE **\$68,022.48** as an initial payment for performance of services under this Statement of Work. This amount will be applied towards the total amount owed PSE by Customer for performance of the services. In the event the total amount owed PSE by Customer is less than initial payment amount, any the portion of the initial payment amount in excess of the total amount owed will be refunded by PSE to Customer within thirty (30) days of the completion of services under this Statement of Work.

(b) Customer shall pay PSE for all costs and expenses incurred by PSE in performing the services described in this Statement of Work as may be provided for in any and all applicable rates and tariffs on file with the Washington Utilities and Transportation Commission. For purposes of this Statement of Work, “costs and expenses” shall include, without limitation, any and all direct and indirect costs and expenses reasonably allocable or necessarily incurred by PSE in performing the services described herein including, but not limited to, the cost of labor, personnel, taxes, permits, approvals, assessments, inspections, tests, transportation, materials, supplies, equipment, tools, utilities, services, rental charges, consumables, premiums for bonds or insurance, disposal, overhead, administration, lifetime operations and maintenance costs of the PSE equipment and any other costs and expenses incurred by PSE.

(c) PSE will provide Customer with itemized invoices for amounts due PSE from the Customer pursuant to this Statement of Work. PSE shall submit invoices with reasonable detail to support the charges.

(d) Customer shall pay PSE within thirty (30) days of the date invoices are received by Customer.

(e) If Customer terminates this agreement prior to completion of the services described in Section 1, Customer shall reimburse PSE for all actual costs and expenses incurred by PSE through the date of such termination in accordance with Section 7 of the Standard Terms and Conditions.

4. Schedule:

Except as forth in Section 2.2 of the Standard Terms and Conditions, PSE makes no commitment to Customer as to any schedule for performance of the services described herein.

5. Other:

The Parties acknowledge that this Agreement is not a commitment to acquire or provide electric service, and should any such service be provided to Customer, the provision of such service is a matter outside of the scope of this Agreement. It is further acknowledged by the Parties that any services not covered by this Statement of Work (if provided) will be provided subject to applicable rates and tariffs on file with the Washington Utilities and Transportation Commission or otherwise subject to the mutual written agreement of the Parties as approved by the Washington Utilities and Transportation Commission.

6. Points of Contact:

The point of contact for each Party shall be:

Customer:

City of Sumner

Name: Jason Van Gilder

Title: Associate Engineer – Public Works

Address: 1104 Maple St. Suite 260

Sumner, WA 98390

Telephone: 253-299-5703

PSE:

Puget Sound Energy

Name: Daniel Aguirre

Title: Project Manager

Address: 355 110th Ave NE

Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change the contact information by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the dates set forth below their names.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

Attachment 1

Information Provided By Customer



Public Improvement Intake Form

For Franchise holders, Municipalities and Jurisdictional Authorities requesting relocation, modification, conversion or de-energization of PSE facilities in either a temporary or permanent fashion. All requests must be accompanied by a minimum 30% drawing and CAD file in order to be processed.

PROJECT INFORMATION				
Municipality Sumner		Department Public Works		
Project Address (General Area or Cross Streets if no address) North of 24th St E, between 142nd Ave E and E Valley Hwy		City Sumner	Zip Code	
Engineering Firm KPG, P.S.		City Tacoma	Zip Code 98402	
Design Contact for CAD files Nathan Mozer		Email nate@kpg.com	Phone 253-627-0720	
Jurisdiction Project Manager Jason VanGilder		Email JasonV@sumnerwa.gov	Phone 253-299-5703	
Jurisdiction Project Contact Doug Beagle		Email dough@sumnerwa.gov	Phone 253-299-5715	
City Right of Way Acquisition Contact	Status	Schedule	Email	Phone

REQUEST INFORMATION	
Type of Service Desired ☐ Feasibility ☒ Public Improvement Relocate ☐ Overhead to Underground Conversion	
Is There Federal Funding Associated With This Project? ☒ No ☐ Yes, FTA ☐ Yes, FHWA ☐ Yes, Other:	
Will any portion of the project exceed current ROW limits? Will Jurisdictional ROW Permit Cover Any Required PSE Facility Relocates? ☐ No ☒ Yes ☐ Unknown ☒ No ☐ Yes	
Provide Any Permit Requirements Beyond the ROW Permit: ☐ Critical Areas ☒ Environmental ☐ Other:	
Is There a Known Presence of Contaminated Soils Within The Project Limits? ☒ No ☐ Yes (If yes please submit the soil report with your application)	
Is The Extent of The Overlay/Restoration Project Greater Than The Project Limits? ☒ No ☐ Yes (If yes please submit the paving plan with your application)	
Does The City Desire to Install The Ducts And Vaults For This Conversion Project? ☒ No ☐ Yes	
Will New Electric Service Be Needed For This Project? ☐ No ☒ Yes kW Voltage	
Will Street Lights Be Installed With This Project? ☒ No ☐ Yes (If yes please submit street light plan with your application)	
If Applicable: Will New Street Lights be City Owned? ☐ No ☐ Yes	

Project Schedule			
Ad Date:	Construction Start Date:	Construction Completion Date:	PSE Delivery Date: ☐ Before Ad ☒ Before Construction ☐ During Construction

Project Information
Please provide an overview of the project. This should include what is to be constructed, proposed location, the reason why the project is being built, and expected outcome. The intent of this project is to construct a series of side channels off the White River to restore instream and floodplain habitat and provide additional flood protection along this corridor. Additionally, BNSF has plans to increase the number of rails within this area from 2 to 10 or more. This Work will required that the existing utilities (both underground and overhead) within the project area be relocated. Design has not yet been developed to 30%. We will share design submittals with PSE as they are completed and will continue to be in touch as design progresses.

Signature (Typed Signature is Acceptable) Nathan Mozer	Date January 4, 2019
---	-------------------------

**PUGET SOUND ENERGY
STANDARD TERMS AND CONDITIONS FOR SERVICES**

These Standard Terms and Conditions for Services (“Standard Terms and Conditions”) are incorporated into and constitute a material part of the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. (“PSE”) and the customer identified on the signature page of the Agreement (the “Customer”). References in these Standard Terms and Conditions to “this Agreement” are intended to be references to the Agreement together with these Standard Terms and Conditions. PSE and Customer agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

“**Defaulting Party**” means a Party that has committed a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work.

“**Results**” means any and all plans, studies, reports, documents, data, specifications, designs, analysis, recommendations, estimates, drawings, information, notes, results and other items to be delivered to Customer by PSE as part of the Services under this Agreement and the applicable Statement of Work.

“**Services**” means the design, planning, development, engineering, management, coordination, implementation, installation and other services performed or to be performed by PSE under this Agreement and any applicable Statement of Work.

“**Statement of Work**” means a written order that is agreed upon and signed by both Parties for the performance of specific Services under this Agreement. The Parties presently anticipate that each Statement of Work shall be substantially in the form attached hereto as *Exhibit A*.

“**Terminating Party**” means, with respect to any Statement of Work, a Party that has given written notice of material breach or default and its intent to terminate such Statement of Work pursuant to Section 6 of these Standard Terms and Conditions.

Section 2. Performance of Services

2.1 Coordination. The Parties shall consult and cooperate to coordinate the Services with Customer’s other operations (e.g., to avoid substantial interference with Customer’s other operations by the Services, to avoid substantial interference with the Services by Customer’s other operations, and to provide for the effective, efficient, expeditious and orderly performance of the Services) and to enable and facilitate PSE’s performance of the Services. Without limiting the foregoing, Customer shall provide PSE access to Customer’s facilities and the Customer-furnished items as required for PSE’s performance of the Services and

PSE’s other obligations in accordance with the applicable Statement of Work and this Agreement.

2.2 Schedule. PSE shall use commercially reasonable efforts to perform the Services in accordance with any schedule set forth in the applicable Statement of Work. Neither Party shall be liable for, or be considered to be in breach or default on account of, any delay or failure to perform any Services due to any cause or condition beyond its reasonable control (including, but not limited to, any fire, storm, flood, wind and acts of God or the elements; strikes or lockouts; acts of public enemy or terrorist acts; acts of civil, military, or governmental authority; breakdown of or damage to any equipment, facilities or other property; unavailability of materials, supplies, equipment, transportation, services and other necessary items; and any act or omission of the other Party).

2.3 Changes. Any change in the Services shall be subject to agreement of the Parties. Either Party may, from time to time, propose changes in the Services to be performed under this Agreement (including, but not limited to, additions to the Services, the deletion of Services, changes in the schedule, order or priority of particular Services and changes in the Customer-furnished items). If any agreed-upon change in the Services causes an increase or decrease in the time required for the performance of any Services or in PSE’s costs to perform any Services, then the schedules for performance of such Services and the compensation payable to PSE shall be equitably adjusted. If the Parties agree upon any such change and related adjustments, the Parties shall prepare, agree upon and sign an amendment to the applicable Statement of Work or other written instrument evidencing such agreement.

2.4 Review of Results. Customer shall promptly review all Results and other items furnished to Customer in connection with the Services and immediately notify PSE of any defect, deficiency, error or nonconformity known to or discovered by Customer.

Section 3. Compensation

3.1 Amount. Customer shall pay PSE for the Services described in any Statement of Work (as changed, amended or modified by agreement of the Parties from time to time) in accordance with the rates, charges, reimbursable expenses and other amounts specified in the applicable Statement of Work, together with any applicable sales, use, excise and other taxes.

3.2 Customer Delays. If Customer delays (e.g., by request or other action or inaction) the performance of any Services by PSE, then Customer shall pay PSE for any increase in PSE's costs as a result of the delay.

3.3 Payment. Unless otherwise specified in the applicable Statement of Work, PSE shall issue itemized invoices for amounts payable monthly. Customer shall pay such amounts within thirty (30) days after receipt of PSE's invoice. Any amount not paid when due shall be subject to finance charges equal to one percent (1.0%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. PSE may accept any check or payment in any amount without prejudice to PSE's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction or as an account stated.

Section 4. Points of Delivery For Electric Service and Gas Service

4.1 Primary Voltage Systems. For overhead or underground primary voltage systems, the point of delivery and metering shall, unless otherwise agreed to by PSE, be at a point on the property line of the premises to be served that is, in PSE's sole judgment, most conveniently located with respect to PSE's transmission or distribution system. Customer shall install, own, and maintain all electrical equipment and facilities on the load side of the primary metering facilities.

4.2 Underground Secondary Voltage Service. For underground service at secondary voltages, the point of delivery shall be at (a) the load side of the transformer or secondary handhole if located on the private property being served or (b) the property line if the distribution facilities are located on a public right-of-way. The transformer, handhole, or secondary connection location shall be at the point that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities. Customer shall install, own, and maintain all secondary facilities on the load side of the transformer or secondary handhole.

4.3 Overhead Secondary Voltage Service. For overhead service at secondary voltages, the point of delivery shall be at a point on the outside of the structure to be served that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities.

4.4 Point of Delivery for Gas Service. The point of delivery, unless otherwise specified by PSE, is that location on the Customer's premises where PSE's system and Customer's system are interconnected and the gas is metered.

4.5 Relocation of Points of Delivery. Any costs and expenses incurred by PSE in connection with moving electrical line extensions to a location other than that which PSE would deem most convenient, or in connection with upgrading or increasing the capacity of electrical line extensions shall, to the extent that such moving, upgrading or capacity increase results from a Customer request, be paid by Customer prior to the commencement of construction and shall not be refundable or otherwise used to offset any amounts owed by Customer to PSE.

4.6 Ownership of Facilities. PSE shall own, operate, and maintain all electric distribution facilities installed by PSE pursuant to this Agreement or any Statement of Work.

Section 5. Limited Warranty and Remedy

5.1 Limited Warranty. PSE warrants that the Services and any Results shall comply in all material respects with the specifications and other requirements set forth in the applicable Statements of Work. PSE shall use commercially reasonable efforts to correct any Services or Results that do not comply with the foregoing warranty, provided that Customer notifies PSE of such noncompliance within thirty (30) days after performance of such Services or delivery of such Results, as the case may be.

5.2 Exclusivity. THE WARRANTY AND REMEDY SET FORTH IN PARAGRAPH 5.1 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN PARAGRAPH 5.1, PSE HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES, RESULTS OR OTHER ITEMS PROVIDED BY PSE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

Section 6. Ownership of Results; License and Confidential Information

6.1 Ownership of Results; License. Any Results or other items delivered by PSE to Customer in connection with the Services or otherwise under this Agreement shall be owned exclusively by PSE. PSE hereby grants to Customer and to Customer's subcontractors, an irrevocable, perpetual, nonexclusive, paid-up license, to use and reproduce the Results delivered to Customer under this Agreement for purposes of receiving electric service from PSE at the location referred to in the applicable Statement of Work. Customer and its subcontractor(s) shall not use or reproduce such Results for any other purpose.

6.2 Confidential Information. In the course of performance under this Agreement, either Party may disclose certain confidential or proprietary information to the other Party. In the event any confidential or proprietary information is provided, unless otherwise specifically authorized by the disclosing Party, the receiving Party shall (a) use such information solely for the purposes for which it is provided by the other Party, (b) not disclose such information to any third party other than the subcontractors of the receiving Party without the disclosing Party's consent (which may be granted or withheld in the disclosing Party's sole discretion) and (c) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential and proprietary information of a similar nature, but in any event, to a standard of care no less protective than a reasonable person would use to protect its confidential information. This paragraph shall not apply to any information that (i) is or was acquired by the receiving Party from a third party and is not subject to an obligation restricting the receiving Party's use or disclosure thereof; (ii) is independently developed by the receiving Party without reliance upon or use of the confidential or proprietary information of the other Party; or (iii) is or has become generally publicly available through no fault or action of the receiving Party. Further, this paragraph shall not apply to any use or disclosure that is required by applicable law, legal process or governmental authority; provided, that the receiving Party shall give the disclosing Party reasonable advance notice of any disclosure of such information (e.g., so as to afford the disclosing Party a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure). The respective rights and obligations of each Party under this Section 6 shall survive any termination or completion of this Agreement or any Statement of Work.

6.3 Equitable Relief. In the event of any breach of the provisions set forth in Paragraph 6.2, the disclosing Party may suffer irreparable harm and have no adequate remedy at law. In the event of such breach or the threat of such breach, the disclosing Party shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

6.4 Recovery. The prevailing Party shall be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce Paragraph 6.2 or to recover damages or other relief on account of any breach of Paragraph 6.2.

Section 7. Termination of Statements of Work

7.1 Notice of Material Breach or Default. If either Party commits a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work with respect to any Services, then the other Party may give the Defaulting Party written notice of

the breach or default (including, but not necessarily limited to, a description of the Services with respect to which the breach or default has occurred, a statement of the facts relating to the breach or default, the provisions of this Agreement or any applicable Statement of Work that are in breach or default, and the action required in the non-breaching Party's view to cure the breach or default) and the Terminating Party's intent to terminate the Statement of Work covering such Services pursuant to this paragraph if the breach or default is not cured within thirty (30) days after the Defaulting Party's receipt of such notice (or such later date as may be specified in such notice).

7.2 Notice of Termination in the Event of Default. If the Defaulting Party fails to cure any material breach or default specified in any notice under Paragraph 7.1 within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Terminating Party may terminate the Statement of Work covering the Services with respect to which such breach or default has occurred and is continuing by giving the Defaulting Party written notice of such termination.

7.3 Effect of Termination. If any Statement of Work is terminated pursuant to and in accordance with this Section 6, then, unless otherwise specifically provided for in the applicable Statement of Work, the following shall apply: (a) the Parties shall cooperate to effect an orderly, efficient, effective, expeditious and safe termination of the Parties' respective activities under the terminated Statement of Work; (b) PSE shall return to Customer any and all Customer-furnished items delivered by Customer to PSE under the terminated Statement of Work; (c) PSE shall provide Customer with any Results and other deliverable items completed up to and including the effective date of termination; (d) PSE shall have no obligation to perform any Services under the terminated Statement of Work after the effective date of the termination; (e) Customer shall pay to PSE any fees, reimbursable expenses, compensation or other amounts payable for the Services performed under the terminated Statement of Work prior to the effective date of the termination, together with any costs (including, without limitation, any restocking costs and costs to close trenches) that PSE incurs in connection with the orderly, efficient, effective, expeditious and safe termination of PSE's activities under the terminated Statement of Work; (f) any and all liabilities accrued prior to the effective date of the termination shall survive; and (g) the Parties' respective rights and obligations under Sections 3, 4, 5 and 7 of these Standard Terms and Conditions with respect to any Services covered by the terminated Statement of Work shall survive.

7.4 Termination for Convenience. Customer, in its sole discretion, may terminate this Agreement and/or any or all Statements of Work by providing PSE not less than ten (10) days' written notice of such termination. If this Agreement or any Statement of Work is terminated pursuant to this provision, then, unless otherwise specifically provided for in the applicable Statement of Work, the provisions of Paragraph 7.3 above shall apply.

Section 8. Miscellaneous

8.1 Mutual Release

(a) Customer hereby releases PSE, PSE's directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "PSE Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage extent arising from PSE's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

(b) PSE hereby releases Customer, Customer's respective directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "Customer Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage to the extent arising from Customer's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

8.2 Limitations. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICES, OR ANY RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, THE TOTAL LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE) WITH REGARD TO THIS AGREEMENT, THE SERVICES, RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO PSE UNDER THE APPLICABLE STATEMENT OF WORK.

8.3 Independent Contractor. PSE shall be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement shall not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership or franchise between the Parties, (b) imposing any partnership or franchisor obligation or liability on either Party or (c) prohibiting or restricting PSE's performance of any services for any third Party.

8.4 Assignment. Neither Party shall assign this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

8.5 Nonwaiver. Any failure by either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall be and remain in full force and effect.

8.6 Applicable Law; Jurisdiction. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington without reference to its choice of law principles to the contrary. Customer hereby irrevocably consents to the jurisdiction and venue of the federal, state and local courts located in King County, Washington, U.S.A., in connection with any action arising out of or in connection with this Agreement, the Services or any Statement of Work.

8.7 Entire Agreement. This Agreement (including all Statements of Work) constitutes the entire agreement, and supersedes any and all prior agreements, between PSE and Customer with respect to the Services. No amendment, modification or waiver of any of the provisions of this Agreement or any Statement of Work shall be valid unless set forth in a written instrument signed by the Party to be bound thereby.

PUGET SOUND ENERGY
ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement, dated as of 08/30/2021 (“Agreement”), is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and the City of Sumner. This Agreement includes, and incorporates by this reference, PSE’s Standard Terms and Conditions for Services (“Standard Terms and Conditions”), a copy of which is attached hereto or has otherwise been provided to Customer. Terms used in this Agreement with initial letters capitalized and not otherwise defined have the meanings set forth in the Standard Terms and Conditions. PSE and Customer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1. Term. The term of this Agreement (the “Term”) shall commence as of the date of this Agreement and shall end upon the expiration of sixty (60) days after either Party gives the other written notice of such termination. Except as otherwise specifically provided for in the applicable Statement of Work or Section 6 of the Standard Terms and Conditions, the Parties’ respective rights and obligations with respect to any Services subject to any Statement of Work signed by the Parties during the Term shall survive any termination of the Term for a period of two (2) years following such termination.

2. Provision of Services. PSE shall use commercially reasonable efforts to perform for Customer such Services as may be specified in Statements of Work agreed upon from time to time by the Parties during the Term of this Agreement. Such Services shall be performed in accordance with PSE’s standard practices and applicable tariffs.

3. Statements of Work. Each Statement of Work shall be in writing and signed by both Parties. Unless otherwise agreed to by the Parties, Statements of Work shall include, without limitation, the following with regard to the Services covered by such Statement of Work: (a) a detailed description of the Services; (b) any Results to be delivered by PSE to Customer in connection with the Services; (c) a description of any specifications, documents, data, information, services and other items to be furnished by Customer; (d) the fees, reimbursable expenses and other compensation payable by Customer to PSE for the Services; and (e) the schedule or term for performance of the Services. PSE shall not be obligated to perform, and Customer shall not be obligated to pay for, any Services that are not specifically set forth in a Statement of Work.

4. Compliance. In performing any Statement of Work, PSE agrees to comply with Customer’s reasonable rules and regulations for access to and activities in and around premises controlled by Customer to the extent PSE has received advance written notice of such rules and regulations. Each Party agrees to comply with all applicable law in the performance of its responsibilities and obligations under this Agreement and any Statement of Work.

5. Audit. For a period of two (2) years after receipt of any invoice regarding a Statement of Work, either Party shall have the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of such invoice. If such examination reveals any inaccuracy, the necessary adjustments shall be made to such invoice, and payments or credits (as appropriate) shall be made promptly to correct such inaccuracy.

6. Interpretation. To the extent this Agreement and any Statement of Work contain inconsistent terms, the terms of the Statement of Work shall control.

7. **Notices.** Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be deemed to be effective upon receipt. Notice shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person(s) specified below.

Customer:
City of Sumner

Name: Jason Van Gilder
Title: Associate Engineer – Public Works
Address: 1104 Maple St. Suite 260
Sumner, WA 98390

Telephone: 253-299-5703

PSE:
Puget Sound Energy

Name: Daniel Aguirre
Title: Project Manager
Address: 355 110th Ave NE
Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change such name and address by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Capitalized terms used in this Statement of Work, unless otherwise defined herein, have the meanings set forth in the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. and the customer identified on the signature page of the Agreement (the “Customer”).

1. Description of the Services:

In reliance upon the information provided by Customer pursuant to Section 2 below, PSE will provide engineering services related to its electricity delivery systems and future provision of electric service to Customer, in advance of and in support of Customer’s formal application to PSE for electric service. In connection with such services and with the cooperation of the Customer, PSE will:

- (a) Provide a transmission relocation design for overhead electrical transmission facilities 230,000 volts or less at the 230kV Alderton line

2. Specifications, documents, data, information, services and other items to be furnished by Customer:

The Parties each acknowledge that the services provided by PSE pursuant to this Statement of Work will be based on the information provided by Customer as set forth Attachment 1 generally consisting of documents, plans, specification, information and data necessary for performance of services. The adequacy of such information provided by Customers will be determined solely by PSE.

3. Fees, reimbursable expenses and other compensation:

(a) Upon execution of this Statement of Work, Customer will pay PSE **\$20,762.18** as an initial payment for performance of services under this Statement of Work. This amount will be applied towards the total amount owed PSE by Customer for performance of the services. In the event the total amount owed PSE by Customer is less than initial payment amount, any the portion of the initial payment amount in excess of the total amount owed will be refunded by PSE to Customer within thirty (30) days of the completion of services under this Statement of Work.

(b) Customer shall pay PSE for all costs and expenses incurred by PSE in performing the services described in this Statement of Work as may be provided for in any and all applicable rates and tariffs on file with the Washington Utilities and Transportation Commission. For purposes of this Statement of Work, “costs and expenses” shall include, without limitation, any and all direct and indirect costs and expenses reasonably allocable or necessarily incurred by PSE in performing the services described herein including, but not limited to, the cost of labor, personnel, taxes, permits, approvals, assessments, inspections, tests, transportation, materials, supplies, equipment, tools, utilities, services, rental charges, consumables, premiums for bonds or insurance, disposal, overhead, administration, lifetime operations and maintenance costs of the PSE equipment and any other costs and expenses incurred by PSE.

(c) PSE will provide Customer with itemized invoices for amounts due PSE from the Customer pursuant to this Statement of Work. PSE shall submit invoices with reasonable detail to support the charges.

(d) Customer shall pay PSE within thirty (30) days of the date invoices are received by Customer.

(e) If Customer terminates this agreement prior to completion of the services described in Section 1, Customer shall reimburse PSE for all actual costs and expenses incurred by PSE through the date of such termination in accordance with Section 7 of the Standard Terms and Conditions.

4. Schedule:

Except as forth in Section 2.2 of the Standard Terms and Conditions, PSE makes no commitment to Customer as to any schedule for performance of the services described herein.

5. Other:

The Parties acknowledge that this Agreement is not a commitment to acquire or provide electric and should any such service be provided to Customer, the provision of such service is a matter outside of the scope of this Agreement. It is further acknowledged by the Parties that any services not covered by this Statement of Work (if provided) will be provided subject to applicable rates and tariffs on file with the Washington Utilities and Transportation Commission or otherwise subject to the mutual written agreement of the Parties as approved by the Washington Utilities and Transportation Commission.

6. Points of Contact:

The point of contact for each Party shall be:

Customer:
City of Sumner

Name: Jason Van Gilder
Title: Associate Engineer – Public Works
Address: 1104 Maple St. Suite 260
Sumner, WA 98390

Telephone: 253-299-5703

PSE:
Puget Sound Energy

Name: Daniel Aguirre
Title: Project Manager
Address: 355 110th Ave NE
Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change the contact information by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the dates set forth below their names.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

Attachment 1

Information Provided By Customer



Public Improvement Intake Form

For Franchise holders, Municipalities and Jurisdictional Authorities requesting relocation, modification, conversion or de-energization of PSE facilities in either a temporary or permanent fashion. All requests must be accompanied by a minimum 30% drawing and CAD file in order to be processed.

PROJECT INFORMATION				
Municipality Sumner		Department Public Works		
Project Address (General Area or Cross Streets if no address) North of 24th St E, between 142nd Ave E and E Valley Hwy		City Sumner	Zip Code	
Engineering Firm KPG, P.S.		City Tacoma	Zip Code 98402	
Design Contact for CAD files Nathan Mozer		Email nate@kpg.com	Phone 253-627-0720	
Jurisdiction Project Manager Jason VanGilder		Email JasonV@sumnerwa.gov	Phone 253-299-5703	
Jurisdiction Project Contact Doug Beagle		Email dougbe@sumnerwa.gov	Phone 253-299-5715	
City Right of Way Acquisition Contact	Status	Schedule	Email	Phone

REQUEST INFORMATION	
Type of Service Desired ☐ Feasibility ☒ Public Improvement Relocate ☐ Overhead to Underground Conversion	
Is There Federal Funding Associated With This Project? ☒ No ☐ Yes, FTA ☐ Yes, FHWA ☐ Yes, Other:	
Will any portion of the project exceed current ROW limits? Will Jurisdictional ROW Permit Cover Any Required PSE Facility Relocates? ☐ No ☒ Yes ☐ Unknown ☒ No ☐ Yes	
Provide Any Permit Requirements Beyond the ROW Permit: ☐ Critical Areas ☒ Environmental ☐ Other:	
Is There a Known Presence of Contaminated Soils Within The Project Limits? ☒ No ☐ Yes (If yes please submit the soil report with your application)	
Is The Extent of The Overlay/Restoration Project Greater Than The Project Limits? ☒ No ☐ Yes (If yes please submit the paving plan with your application)	
Does The City Desire to Install The Ducts And Vaults For This Conversion Project? ☒ No ☐ Yes	Will New Electric Service Be Needed For This Project? ☐ No ☒ Yes kW Voltage
Will Street Lights Be Installed With This Project? ☒ No ☐ Yes (If yes please submit street light plan with your application)	If Applicable: Will New Street Lights be City Owned? ☐ No ☐ Yes

Project Schedule			
Ad Date:	Construction Start Date:	Construction Completion Date:	PSE Delivery Date: ☐ Before Ad ☒ Before Construction ☐ During Construction

Project Information
Please provide an overview of the project. This should include what is to be constructed, proposed location, the reason why the project is being built, and expected outcome. The intent of this project is to construct a series of side channels off the White River to restore instream and floodplain habitat and provide additional flood protection along this corridor. Additionally, BNSF has plans to increase the number of rails within this area from 2 to 10 or more. This Work will required that the existing utilities (both underground and overhead) within the project area be relocated. Design has not yet been developed to 30%. We will share design submittals with PSE as they are completed and will continue to be in touch as design progresses.

Signature (Typed Signature is Acceptable) Nathan Mozer	Date January 4, 2019
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PUGET SOUND ENERGY STANDARD TERMS AND CONDITIONS FOR SERVICES

These Standard Terms and Conditions for Services (“Standard Terms and Conditions”) are incorporated into and constitute a material part of the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. (“PSE”) and the customer identified on the signature page of the Agreement (the “Customer”). References in these Standard Terms and Conditions to “this Agreement” are intended to be references to the Agreement together with these Standard Terms and Conditions. PSE and Customer agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

“**Defaulting Party**” means a Party that has committed a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work.

“**Results**” means any and all plans, studies, reports, documents, data, specifications, designs, analysis, recommendations, estimates, drawings, information, notes, results and other items to be delivered to Customer by PSE as part of the Services under this Agreement and the applicable Statement of Work.

“**Services**” means the design, planning, development, engineering, management, coordination, implementation, installation and other services performed or to be performed by PSE under this Agreement and any applicable Statement of Work.

“**Statement of Work**” means a written order that is agreed upon and signed by both Parties for the performance of specific Services under this Agreement. The Parties presently anticipate that each Statement of Work shall be substantially in the form attached hereto as *Exhibit A*.

“**Terminating Party**” means, with respect to any Statement of Work, a Party that has given written notice of material breach or default and its intent to terminate such Statement of Work pursuant to Section 6 of these Standard Terms and Conditions.

Section 2. Performance of Services

2.1 Coordination. The Parties shall consult and cooperate to coordinate the Services with Customer’s other operations (e.g., to avoid substantial interference with Customer’s other operations by the Services, to avoid substantial interference with the Services by Customer’s other operations, and to provide for the effective, efficient, expeditious and orderly performance of the Services) and to enable and facilitate PSE’s performance of the Services. Without limiting the foregoing, Customer shall provide PSE access to Customer’s facilities and the Customer-furnished items as required for PSE’s performance of the Services and

PSE’s other obligations in accordance with the applicable Statement of Work and this Agreement.

2.2 Schedule. PSE shall use commercially reasonable efforts to perform the Services in accordance with any schedule set forth in the applicable Statement of Work. Neither Party shall be liable for, or be considered to be in breach or default on account of, any delay or failure to perform any Services due to any cause or condition beyond its reasonable control (including, but not limited to, any fire, storm, flood, wind and acts of God or the elements; strikes or lockouts; acts of public enemy or terrorist acts; acts of civil, military, or governmental authority; breakdown of or damage to any equipment, facilities or other property; unavailability of materials, supplies, equipment, transportation, services and other necessary items; and any act or omission of the other Party).

2.3 Changes. Any change in the Services shall be subject to agreement of the Parties. Either Party may, from time to time, propose changes in the Services to be performed under this Agreement (including, but not limited to, additions to the Services, the deletion of Services, changes in the schedule, order or priority of particular Services and changes in the Customer-furnished items). If any agreed-upon change in the Services causes an increase or decrease in the time required for the performance of any Services or in PSE’s costs to perform any Services, then the schedules for performance of such Services and the compensation payable to PSE shall be equitably adjusted. If the Parties agree upon any such change and related adjustments, the Parties shall prepare, agree upon and sign an amendment to the applicable Statement of Work or other written instrument evidencing such agreement.

2.4 Review of Results. Customer shall promptly review all Results and other items furnished to Customer in connection with the Services and immediately notify PSE of any defect, deficiency, error or nonconformity known to or discovered by Customer.

Section 3. Compensation

3.1 Amount. Customer shall pay PSE for the Services described in any Statement of Work (as changed, amended or modified by agreement of the Parties from time to time) in accordance with the rates, charges, reimbursable expenses and other amounts specified in the applicable Statement of Work, together with any applicable sales, use, excise and other taxes.

3.2 Customer Delays. If Customer delays (e.g., by request or other action or inaction) the performance of any Services by PSE, then Customer shall pay PSE for any increase in PSE's costs as a result of the delay.

3.3 Payment. Unless otherwise specified in the applicable Statement of Work, PSE shall issue itemized invoices for amounts payable monthly. Customer shall pay such amounts within thirty (30) days after receipt of PSE's invoice. Any amount not paid when due shall be subject to finance charges equal to one percent (1.0%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. PSE may accept any check or payment in any amount without prejudice to PSE's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction or as an account stated.

Section 4. Points of Delivery For Electric Service and Gas Service

4.1 Primary Voltage Systems. For overhead or underground primary voltage systems, the point of delivery and metering shall, unless otherwise agreed to by PSE, be at a point on the property line of the premises to be served that is, in PSE's sole judgment, most conveniently located with respect to PSE's transmission or distribution system. Customer shall install, own, and maintain all electrical equipment and facilities on the load side of the primary metering facilities.

4.2 Underground Secondary Voltage Service. For underground service at secondary voltages, the point of delivery shall be at (a) the load side of the transformer or secondary handhole if located on the private property being served or (b) the property line if the distribution facilities are located on a public right-of-way. The transformer, handhole, or secondary connection location shall be at the point that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities. Customer shall install, own, and maintain all secondary facilities on the load side of the transformer or secondary handhole.

4.3 Overhead Secondary Voltage Service. For overhead service at secondary voltages, the point of delivery shall be at a point on the outside of the structure to be served that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities.

4.4 Point of Delivery for Gas Service. The point of delivery, unless otherwise specified by PSE, is that location on the Customer's premises where PSE's system and Customer's system are interconnected and the gas is metered.

4.5 Relocation of Points of Delivery. Any costs and expenses incurred by PSE in connection with moving electrical line extensions to a location other than that which PSE would deem most convenient, or in connection with upgrading or increasing the capacity of electrical line extensions shall, to the extent that such moving, upgrading or capacity increase results from a Customer request, be paid by Customer prior to the commencement of construction and shall not be refundable or otherwise used to offset any amounts owed by Customer to PSE.

4.6 Ownership of Facilities. PSE shall own, operate, and maintain all electric distribution facilities installed by PSE pursuant to this Agreement or any Statement of Work.

Section 5. Limited Warranty and Remedy

5.1 Limited Warranty. PSE warrants that the Services and any Results shall comply in all material respects with the specifications and other requirements set forth in the applicable Statements of Work. PSE shall use commercially reasonable efforts to correct any Services or Results that do not comply with the foregoing warranty, provided that Customer notifies PSE of such noncompliance within thirty (30) days after performance of such Services or delivery of such Results, as the case may be.

5.2 Exclusivity. THE WARRANTY AND REMEDY SET FORTH IN PARAGRAPH 5.1 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN PARAGRAPH 5.1, PSE HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES, RESULTS OR OTHER ITEMS PROVIDED BY PSE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

Section 6. Ownership of Results; License and Confidential Information

6.1 Ownership of Results; License. Any Results or other items delivered by PSE to Customer in connection with the Services or otherwise under this Agreement shall be owned exclusively by PSE. PSE hereby grants to Customer and to Customer's subcontractors, an irrevocable, perpetual, nonexclusive, paid-up license, to use and reproduce the Results delivered to Customer under this Agreement for purposes of receiving electric service from PSE at the location referred to in the applicable Statement of Work. Customer and its subcontractor(s) shall not use or reproduce such Results for any other purpose.

6.2 Confidential Information. In the course of performance under this Agreement, either Party may disclose certain confidential or proprietary information to the other Party. In the event any confidential or proprietary information is provided, unless otherwise specifically authorized by the disclosing Party, the receiving Party shall (a) use such information solely for the purposes for which it is provided by the other Party, (b) not disclose such information to any third party other than the subcontractors of the receiving Party without the disclosing Party's consent (which may be granted or withheld in the disclosing Party's sole discretion) and (c) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential and proprietary information of a similar nature, but in any event, to a standard of care no less protective than a reasonable person would use to protect its confidential information. This paragraph shall not apply to any information that (i) is or was acquired by the receiving Party from a third party and is not subject to an obligation restricting the receiving Party's use or disclosure thereof; (ii) is independently developed by the receiving Party without reliance upon or use of the confidential or proprietary information of the other Party; or (iii) is or has become generally publicly available through no fault or action of the receiving Party. Further, this paragraph shall not apply to any use or disclosure that is required by applicable law, legal process or governmental authority; provided, that the receiving Party shall give the disclosing Party reasonable advance notice of any disclosure of such information (e.g., so as to afford the disclosing Party a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure). The respective rights and obligations of each Party under this Section 6 shall survive any termination or completion of this Agreement or any Statement of Work.

6.3 Equitable Relief. In the event of any breach of the provisions set forth in Paragraph 6.2, the disclosing Party may suffer irreparable harm and have no adequate remedy at law. In the event of such breach or the threat of such breach, the disclosing Party shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

6.4 Recovery. The prevailing Party shall be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce Paragraph 6.2 or to recover damages or other relief on account of any breach of Paragraph 6.2.

Section 7. Termination of Statements of Work

7.1 Notice of Material Breach or Default. If either Party commits a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work with respect to any Services, then the other Party may give the Defaulting Party written notice of

the breach or default (including, but not necessarily limited to, a description of the Services with respect to which the breach or default has occurred, a statement of the facts relating to the breach or default, the provisions of this Agreement or any applicable Statement of Work that are in breach or default, and the action required in the non-breaching Party's view to cure the breach or default) and the Terminating Party's intent to terminate the Statement of Work covering such Services pursuant to this paragraph if the breach or default is not cured within thirty (30) days after the Defaulting Party's receipt of such notice (or such later date as may be specified in such notice).

7.2 Notice of Termination in the Event of Default. If the Defaulting Party fails to cure any material breach or default specified in any notice under Paragraph 7.1 within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Terminating Party may terminate the Statement of Work covering the Services with respect to which such breach or default has occurred and is continuing by giving the Defaulting Party written notice of such termination.

7.3 Effect of Termination. If any Statement of Work is terminated pursuant to and in accordance with this Section 6, then, unless otherwise specifically provided for in the applicable Statement of Work, the following shall apply: (a) the Parties shall cooperate to effect an orderly, efficient, effective, expeditious and safe termination of the Parties' respective activities under the terminated Statement of Work; (b) PSE shall return to Customer any and all Customer-furnished items delivered by Customer to PSE under the terminated Statement of Work; (c) PSE shall provide Customer with any Results and other deliverable items completed up to and including the effective date of termination; (d) PSE shall have no obligation to perform any Services under the terminated Statement of Work after the effective date of the termination; (e) Customer shall pay to PSE any fees, reimbursable expenses, compensation or other amounts payable for the Services performed under the terminated Statement of Work prior to the effective date of the termination, together with any costs (including, without limitation, any restocking costs and costs to close trenches) that PSE incurs in connection with the orderly, efficient, effective, expeditious and safe termination of PSE's activities under the terminated Statement of Work; (f) any and all liabilities accrued prior to the effective date of the termination shall survive; and (g) the Parties' respective rights and obligations under Sections 3, 4, 5 and 7 of these Standard Terms and Conditions with respect to any Services covered by the terminated Statement of Work shall survive.

7.4 Termination for Convenience. Customer, in its sole discretion, may terminate this Agreement and/or any or all Statements of Work by providing PSE not less than ten (10) days' written notice of such termination. If this Agreement or any Statement of Work is terminated pursuant to this provision, then, unless otherwise specifically provided for in the applicable Statement of Work, the provisions of Paragraph 7.3 above shall apply.

Section 8. Miscellaneous

8.1 Mutual Release

(a) Customer hereby releases PSE, PSE's directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "PSE Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage extent arising from PSE's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

(b) PSE hereby releases Customer, Customer's respective directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "Customer Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage to the extent arising from Customer's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

8.2 Limitations. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICES, OR ANY RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, THE TOTAL LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE) WITH REGARD TO THIS AGREEMENT, THE SERVICES, RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO PSE UNDER THE APPLICABLE STATEMENT OF WORK.

8.3 Independent Contractor. PSE shall be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement shall not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership or franchise between the Parties, (b) imposing any partnership or franchisor obligation or liability on either Party or (c) prohibiting or restricting PSE's performance of any services for any third Party.

8.4 Assignment. Neither Party shall assign this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

8.5 Nonwaiver. Any failure by either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall be and remain in full force and effect.

8.6 Applicable Law; Jurisdiction. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington without reference to its choice of law principles to the contrary. Customer hereby irrevocably consents to the jurisdiction and venue of the federal, state and local courts located in King County, Washington, U.S.A., in connection with any action arising out of or in connection with this Agreement, the Services or any Statement of Work.

8.7 Entire Agreement. This Agreement (including all Statements of Work) constitutes the entire agreement, and supersedes any and all prior agreements, between PSE and Customer with respect to the Services. No amendment, modification or waiver of any of the provisions of this Agreement or any Statement of Work shall be valid unless set forth in a written instrument signed by the Party to be bound thereby.

PUGET SOUND ENERGY
ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement, dated as of 08/30/2021 (“Agreement”), is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and the City of Sumner. This Agreement includes, and incorporates by this reference, PSE’s Standard Terms and Conditions for Services (“Standard Terms and Conditions”), a copy of which is attached hereto or has otherwise been provided to Customer. Terms used in this Agreement with initial letters capitalized and not otherwise defined have the meanings set forth in the Standard Terms and Conditions. PSE and Customer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1. Term. The term of this Agreement (the “Term”) shall commence as of the date of this Agreement and shall end upon the expiration of sixty (60) days after either Party gives the other written notice of such termination. Except as otherwise specifically provided for in the applicable Statement of Work or Section 6 of the Standard Terms and Conditions, the Parties’ respective rights and obligations with respect to any Services subject to any Statement of Work signed by the Parties during the Term shall survive any termination of the Term for a period of two (2) years following such termination.

2. Provision of Services. PSE shall use commercially reasonable efforts to perform for Customer such Services as may be specified in Statements of Work agreed upon from time to time by the Parties during the Term of this Agreement. Such Services shall be performed in accordance with PSE’s standard practices and applicable tariffs.

3. Statements of Work. Each Statement of Work shall be in writing and signed by both Parties. Unless otherwise agreed to by the Parties, Statements of Work shall include, without limitation, the following with regard to the Services covered by such Statement of Work: (a) a detailed description of the Services; (b) any Results to be delivered by PSE to Customer in connection with the Services; (c) a description of any specifications, documents, data, information, services and other items to be furnished by Customer; (d) the fees, reimbursable expenses and other compensation payable by Customer to PSE for the Services; and (e) the schedule or term for performance of the Services. PSE shall not be obligated to perform, and Customer shall not be obligated to pay for, any Services that are not specifically set forth in a Statement of Work.

4. Compliance. In performing any Statement of Work, PSE agrees to comply with Customer’s reasonable rules and regulations for access to and activities in and around premises controlled by Customer to the extent PSE has received advance written notice of such rules and regulations. Each Party agrees to comply with all applicable law in the performance of its responsibilities and obligations under this Agreement and any Statement of Work.

5. Audit. For a period of two (2) years after receipt of any invoice regarding a Statement of Work, either Party shall have the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of such invoice. If such examination reveals any inaccuracy, the necessary adjustments shall be made to such invoice, and payments or credits (as appropriate) shall be made promptly to correct such inaccuracy.

6. Interpretation. To the extent this Agreement and any Statement of Work contain inconsistent terms, the terms of the Statement of Work shall control.

7. **Notices.** Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be deemed to be effective upon receipt. Notice shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person(s) specified below.

Customer:
City of Sumner

Name: Jason Van Gilder
Title: Associate Engineer – Public Works
Address: 1104 Maple St. Suite 260
Sumner, WA 98390

Telephone: 253-299-5703

PSE:
Puget Sound Energy

Name: Daniel Aguirre
Title: Project Manager
Address: 355 110th Ave NE
Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change such name and address by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Capitalized terms used in this Statement of Work, unless otherwise defined herein, have the meanings set forth in the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. and the customer identified on the signature page of the Agreement (the “Customer”).

1. Description of the Services:

In reliance upon the information provided by Customer pursuant to Section 2 below, PSE will provide engineering services related to its electricity delivery systems and future provision of electric service to Customer, in advance of and in support of Customer’s formal application to PSE for electric service. In connection with such services and with the cooperation of the Customer, PSE will:

- (a) Provide a transmission relocation design for overhead electrical transmission facilities 115,000 volts or less at the 115kV Alderton line
- (b) Any and all necessary survey, site visits, geotechnical reports and preliminary field work for a full and complete design package

2. Specifications, documents, data, information, services and other items to be furnished by Customer:

The Parties each acknowledge that the services provided by PSE pursuant to this Statement of Work will be based on the information provided by Customer as set forth Attachment 1 generally consisting of documents, plans, specification, information and data necessary for performance of services. The adequacy of such information provided by Customers will be determined solely by PSE.

3. Fees, reimbursable expenses and other compensation:

(a) Upon execution of this Statement of Work, Customer will pay PSE **\$67,024.04** as an initial payment for performance of services under this Statement of Work. This amount will be applied towards the total amount owed PSE by Customer for performance of the services. In the event the total amount owed PSE by Customer is less than initial payment amount, any the portion of the initial payment amount in excess of the total amount owed will be refunded by PSE to Customer within thirty (30) days of the completion of services under this Statement of Work.

(b) Customer shall pay PSE for all costs and expenses incurred by PSE in performing the services described in this Statement of Work as may be provided for in any and all applicable rates and tariffs on file with the Washington Utilities and Transportation Commission. For purposes of this Statement of Work, “costs and expenses” shall include, without limitation, any and all direct and indirect costs and expenses reasonably allocable or necessarily incurred by PSE in performing the services described herein including, but not limited to, the cost of labor, personnel, taxes, permits, approvals, assessments, inspections, tests, transportation, materials, supplies, equipment, tools, utilities, services, rental charges, consumables, premiums for bonds or insurance, disposal, overhead, administration, lifetime operations and maintenance costs of the PSE equipment and any other costs and expenses incurred by PSE.

(c) PSE will provide Customer with itemized invoices for amounts due PSE from the Customer pursuant to this Statement of Work. PSE shall submit invoices with reasonable detail to support the charges.

(d) Customer shall pay PSE within thirty (30) days of the date invoices are received by Customer.

(e) If Customer terminates this agreement prior to completion of the services described in Section 1, Customer shall reimburse PSE for all actual costs and expenses incurred by PSE through the date of such termination in accordance with Section 7 of the Standard Terms and Conditions.

4. Schedule:

Except as forth in Section 2.2 of the Standard Terms and Conditions, PSE makes no commitment to Customer as to any schedule for performance of the services described herein.

5. Other:

The Parties acknowledge that this Agreement is not a commitment to acquire or provide electric, and should any such service be provided to Customer, the provision of such service is a matter outside of the scope of this Agreement. It is further acknowledged by the Parties that any services not covered by this Statement of Work (if provided) will be provided subject to applicable rates and tariffs on file with the Washington Utilities and Transportation Commission or otherwise subject to the mutual written agreement of the Parties as approved by the Washington Utilities and Transportation Commission.

6. Points of Contact:

The point of contact for each Party shall be:

Customer:

City of Sumner

Name: Jason Van Gilder

Title: Associate Engineer – Public Works

Address: 1104 Maple St. Suite 260

Sumner, WA 98390

Telephone: 253-299-5703

PSE:

Puget Sound Energy

Name: Daniel Aguirre

Title: Project Manager

Address: 355 110th Ave NE

Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change the contact information by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the dates set forth below their names.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

Attachment 1

Information Provided By Customer



Public Improvement Intake Form

For Franchise holders, Municipalities and Jurisdictional Authorities requesting relocation, modification, conversion or de-energization of PSE facilities in either a temporary or permanent fashion. All requests must be accompanied by a minimum 30% drawing and CAD file in order to be processed.

PROJECT INFORMATION				
Municipality Sumner		Department Public Works		
Project Address (General Area or Cross Streets if no address) North of 24th St E, between 142nd Ave E and E Valley Hwy		City Sumner	Zip Code	
Engineering Firm KPG, P.S.		City Tacoma	Zip Code 98402	
Design Contact for CAD files Nathan Mozer		Email nate@kpg.com	Phone 253-627-0720	
Jurisdiction Project Manager Jason VanGilder		Email JasonV@sumnerwa.gov	Phone 253-299-5703	
Jurisdiction Project Contact Doug Beagle		Email dough@sumnerwa.gov	Phone 253-299-5715	
City Right of Way Acquisition Contact	Status	Schedule	Email	Phone

REQUEST INFORMATION	
Type of Service Desired ☐ Feasibility ☒ Public Improvement Relocate ☐ Overhead to Underground Conversion	
Is There Federal Funding Associated With This Project? ☒ No ☐ Yes, FTA ☐ Yes, FHWA ☐ Yes, Other:	
Will any portion of the project exceed current ROW limits? Will Jurisdictional ROW Permit Cover Any Required PSE Facility Relocates? ☐ No ☒ Yes ☐ Unknown ☒ No ☐ Yes	
Provide Any Permit Requirements Beyond the ROW Permit: ☐ Critical Areas ☒ Environmental ☐ Other:	
Is There a Known Presence of Contaminated Soils Within The Project Limits? ☒ No ☐ Yes (If yes please submit the soil report with your application)	
Is The Extent of The Overlay/Restoration Project Greater Than The Project Limits? ☒ No ☐ Yes (If yes please submit the paving plan with your application)	
Does The City Desire to Install The Ducts And Vaults For This Conversion Project? Will New Electric Service Be Needed For This Project? ☒ No ☐ Yes ☐ No ☒ Yes kW Voltage	
Will Street Lights Be Installed With This Project? If Applicable: Will New Street Lights be City Owned? ☒ No ☐ Yes (If yes please submit street light plan with your application) ☐ No ☐ Yes	

Project Schedule			
Ad Date:	Construction Start Date:	Construction Completion Date:	PSE Delivery Date: ☐ Before Ad ☒ Before Construction ☐ During Construction

Project Information
Please provide an overview of the project. This should include what is to be constructed, proposed location, the reason why the project is being built, and expected outcome. The intent of this project is to construct a series of side channels off the White River to restore instream and floodplain habitat and provide additional flood protection along this corridor. Additionally, BNSF has plans to increase the number of rails within this area from 2 to 10 or more. This Work will required that the existing utilities (both underground and overhead) within the project area be relocated. Design has not yet been developed to 30%. We will share design submittals with PSE as they are completed and will continue to be in touch as design progresses.

Signature (Typed Signature is Acceptable) Nathan Mozer	Date January 4, 2019
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PUGET SOUND ENERGY STANDARD TERMS AND CONDITIONS FOR SERVICES

These Standard Terms and Conditions for Services (“Standard Terms and Conditions”) are incorporated into and constitute a material part of the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. (“PSE”) and the customer identified on the signature page of the Agreement (the “Customer”). References in these Standard Terms and Conditions to “this Agreement” are intended to be references to the Agreement together with these Standard Terms and Conditions. PSE and Customer agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

“**Defaulting Party**” means a Party that has committed a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work.

“**Results**” means any and all plans, studies, reports, documents, data, specifications, designs, analysis, recommendations, estimates, drawings, information, notes, results and other items to be delivered to Customer by PSE as part of the Services under this Agreement and the applicable Statement of Work.

“**Services**” means the design, planning, development, engineering, management, coordination, implementation, installation and other services performed or to be performed by PSE under this Agreement and any applicable Statement of Work.

“**Statement of Work**” means a written order that is agreed upon and signed by both Parties for the performance of specific Services under this Agreement. The Parties presently anticipate that each Statement of Work shall be substantially in the form attached hereto as *Exhibit A*.

“**Terminating Party**” means, with respect to any Statement of Work, a Party that has given written notice of material breach or default and its intent to terminate such Statement of Work pursuant to Section 6 of these Standard Terms and Conditions.

Section 2. Performance of Services

2.1 Coordination. The Parties shall consult and cooperate to coordinate the Services with Customer’s other operations (e.g., to avoid substantial interference with Customer’s other operations by the Services, to avoid substantial interference with the Services by Customer’s other operations, and to provide for the effective, efficient, expeditious and orderly performance of the Services) and to enable and facilitate PSE’s performance of the Services. Without limiting the foregoing, Customer shall provide PSE access to Customer’s facilities and the Customer-furnished items as required for PSE’s performance of the Services and

PSE’s other obligations in accordance with the applicable Statement of Work and this Agreement.

2.2 Schedule. PSE shall use commercially reasonable efforts to perform the Services in accordance with any schedule set forth in the applicable Statement of Work. Neither Party shall be liable for, or be considered to be in breach or default on account of, any delay or failure to perform any Services due to any cause or condition beyond its reasonable control (including, but not limited to, any fire, storm, flood, wind and acts of God or the elements; strikes or lockouts; acts of public enemy or terrorist acts; acts of civil, military, or governmental authority; breakdown of or damage to any equipment, facilities or other property; unavailability of materials, supplies, equipment, transportation, services and other necessary items; and any act or omission of the other Party).

2.3 Changes. Any change in the Services shall be subject to agreement of the Parties. Either Party may, from time to time, propose changes in the Services to be performed under this Agreement (including, but not limited to, additions to the Services, the deletion of Services, changes in the schedule, order or priority of particular Services and changes in the Customer-furnished items). If any agreed-upon change in the Services causes an increase or decrease in the time required for the performance of any Services or in PSE’s costs to perform any Services, then the schedules for performance of such Services and the compensation payable to PSE shall be equitably adjusted. If the Parties agree upon any such change and related adjustments, the Parties shall prepare, agree upon and sign an amendment to the applicable Statement of Work or other written instrument evidencing such agreement.

2.4 Review of Results. Customer shall promptly review all Results and other items furnished to Customer in connection with the Services and immediately notify PSE of any defect, deficiency, error or nonconformity known to or discovered by Customer.

Section 3. Compensation

3.1 Amount. Customer shall pay PSE for the Services described in any Statement of Work (as changed, amended or modified by agreement of the Parties from time to time) in accordance with the rates, charges, reimbursable expenses and other amounts specified in the applicable Statement of Work, together with any applicable sales, use, excise and other taxes.

3.2 Customer Delays. If Customer delays (e.g., by request or other action or inaction) the performance of any Services by PSE, then Customer shall pay PSE for any increase in PSE's costs as a result of the delay.

3.3 Payment. Unless otherwise specified in the applicable Statement of Work, PSE shall issue itemized invoices for amounts payable monthly. Customer shall pay such amounts within thirty (30) days after receipt of PSE's invoice. Any amount not paid when due shall be subject to finance charges equal to one percent (1.0%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. PSE may accept any check or payment in any amount without prejudice to PSE's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction or as an account stated.

Section 4. Points of Delivery For Electric Service and Gas Service

4.1 Primary Voltage Systems. For overhead or underground primary voltage systems, the point of delivery and metering shall, unless otherwise agreed to by PSE, be at a point on the property line of the premises to be served that is, in PSE's sole judgment, most conveniently located with respect to PSE's transmission or distribution system. Customer shall install, own, and maintain all electrical equipment and facilities on the load side of the primary metering facilities.

4.2 Underground Secondary Voltage Service. For underground service at secondary voltages, the point of delivery shall be at (a) the load side of the transformer or secondary handhole if located on the private property being served or (b) the property line if the distribution facilities are located on a public right-of-way. The transformer, handhole, or secondary connection location shall be at the point that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities. Customer shall install, own, and maintain all secondary facilities on the load side of the transformer or secondary handhole.

4.3 Overhead Secondary Voltage Service. For overhead service at secondary voltages, the point of delivery shall be at a point on the outside of the structure to be served that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities.

4.4 Point of Delivery for Gas Service. The point of delivery, unless otherwise specified by PSE, is that location on the Customer's premises where PSE's system and Customer's system are interconnected and the gas is metered.

4.5 Relocation of Points of Delivery. Any costs and expenses incurred by PSE in connection with moving electrical line extensions to a location other than that which PSE would deem most convenient, or in connection with upgrading or increasing the capacity of electrical line extensions shall, to the extent that such moving, upgrading or capacity increase results from a Customer request, be paid by Customer prior to the commencement of construction and shall not be refundable or otherwise used to offset any amounts owed by Customer to PSE.

4.6 Ownership of Facilities. PSE shall own, operate, and maintain all electric distribution facilities installed by PSE pursuant to this Agreement or any Statement of Work.

Section 5. Limited Warranty and Remedy

5.1 Limited Warranty. PSE warrants that the Services and any Results shall comply in all material respects with the specifications and other requirements set forth in the applicable Statements of Work. PSE shall use commercially reasonable efforts to correct any Services or Results that do not comply with the foregoing warranty, provided that Customer notifies PSE of such noncompliance within thirty (30) days after performance of such Services or delivery of such Results, as the case may be.

5.2 Exclusivity. THE WARRANTY AND REMEDY SET FORTH IN PARAGRAPH 5.1 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN PARAGRAPH 5.1, PSE HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES, RESULTS OR OTHER ITEMS PROVIDED BY PSE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

Section 6. Ownership of Results; License and Confidential Information

6.1 Ownership of Results; License. Any Results or other items delivered by PSE to Customer in connection with the Services or otherwise under this Agreement shall be owned exclusively by PSE. PSE hereby grants to Customer and to Customer's subcontractors, an irrevocable, perpetual, nonexclusive, paid-up license, to use and reproduce the Results delivered to Customer under this Agreement for purposes of receiving electric service from PSE at the location referred to in the applicable Statement of Work. Customer and its subcontractor(s) shall not use or reproduce such Results for any other purpose.

6.2 Confidential Information. In the course of performance under this Agreement, either Party may disclose certain confidential or proprietary information to the other Party. In the event any confidential or proprietary information is provided, unless otherwise specifically authorized by the disclosing Party, the receiving Party shall (a) use such information solely for the purposes for which it is provided by the other Party, (b) not disclose such information to any third party other than the subcontractors of the receiving Party without the disclosing Party's consent (which may be granted or withheld in the disclosing Party's sole discretion) and (c) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential and proprietary information of a similar nature, but in any event, to a standard of care no less protective than a reasonable person would use to protect its confidential information. This paragraph shall not apply to any information that (i) is or was acquired by the receiving Party from a third party and is not subject to an obligation restricting the receiving Party's use or disclosure thereof; (ii) is independently developed by the receiving Party without reliance upon or use of the confidential or proprietary information of the other Party; or (iii) is or has become generally publicly available through no fault or action of the receiving Party. Further, this paragraph shall not apply to any use or disclosure that is required by applicable law, legal process or governmental authority; provided, that the receiving Party shall give the disclosing Party reasonable advance notice of any disclosure of such information (e.g., so as to afford the disclosing Party a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure). The respective rights and obligations of each Party under this Section 6 shall survive any termination or completion of this Agreement or any Statement of Work.

6.3 Equitable Relief. In the event of any breach of the provisions set forth in Paragraph 6.2, the disclosing Party may suffer irreparable harm and have no adequate remedy at law. In the event of such breach or the threat of such breach, the disclosing Party shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

6.4 Recovery. The prevailing Party shall be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce Paragraph 6.2 or to recover damages or other relief on account of any breach of Paragraph 6.2.

Section 7. Termination of Statements of Work

7.1 Notice of Material Breach or Default. If either Party commits a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work with respect to any Services, then the other Party may give the Defaulting Party written notice of

the breach or default (including, but not necessarily limited to, a description of the Services with respect to which the breach or default has occurred, a statement of the facts relating to the breach or default, the provisions of this Agreement or any applicable Statement of Work that are in breach or default, and the action required in the non-breaching Party's view to cure the breach or default) and the Terminating Party's intent to terminate the Statement of Work covering such Services pursuant to this paragraph if the breach or default is not cured within thirty (30) days after the Defaulting Party's receipt of such notice (or such later date as may be specified in such notice).

7.2 Notice of Termination in the Event of Default. If the Defaulting Party fails to cure any material breach or default specified in any notice under Paragraph 7.1 within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Terminating Party may terminate the Statement of Work covering the Services with respect to which such breach or default has occurred and is continuing by giving the Defaulting Party written notice of such termination.

7.3 Effect of Termination. If any Statement of Work is terminated pursuant to and in accordance with this Section 6, then, unless otherwise specifically provided for in the applicable Statement of Work, the following shall apply: (a) the Parties shall cooperate to effect an orderly, efficient, effective, expeditious and safe termination of the Parties' respective activities under the terminated Statement of Work; (b) PSE shall return to Customer any and all Customer-furnished items delivered by Customer to PSE under the terminated Statement of Work; (c) PSE shall provide Customer with any Results and other deliverable items completed up to and including the effective date of termination; (d) PSE shall have no obligation to perform any Services under the terminated Statement of Work after the effective date of the termination; (e) Customer shall pay to PSE any fees, reimbursable expenses, compensation or other amounts payable for the Services performed under the terminated Statement of Work prior to the effective date of the termination, together with any costs (including, without limitation, any restocking costs and costs to close trenches) that PSE incurs in connection with the orderly, efficient, effective, expeditious and safe termination of PSE's activities under the terminated Statement of Work; (f) any and all liabilities accrued prior to the effective date of the termination shall survive; and (g) the Parties' respective rights and obligations under Sections 3, 4, 5 and 7 of these Standard Terms and Conditions with respect to any Services covered by the terminated Statement of Work shall survive.

7.4 Termination for Convenience. Customer, in its sole discretion, may terminate this Agreement and/or any or all Statements of Work by providing PSE not less than ten (10) days' written notice of such termination. If this Agreement or any Statement of Work is terminated pursuant to this provision, then, unless otherwise specifically provided for in the applicable Statement of Work, the provisions of Paragraph 7.3 above shall apply.

Section 8. Miscellaneous

8.1 Mutual Release

(a) Customer hereby releases PSE, PSE's directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "PSE Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage extent arising from PSE's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

(b) PSE hereby releases Customer, Customer's respective directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "Customer Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage to the extent arising from Customer's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

8.2 Limitations. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICES, OR ANY RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, THE TOTAL LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE) WITH REGARD TO THIS AGREEMENT, THE SERVICES, RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO PSE UNDER THE APPLICABLE STATEMENT OF WORK.

8.3 Independent Contractor. PSE shall be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement shall not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership or franchise between the Parties, (b) imposing any partnership or franchisor obligation or liability on either Party or (c) prohibiting or restricting PSE's performance of any services for any third Party.

8.4 Assignment. Neither Party shall assign this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

8.5 Nonwaiver. Any failure by either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall be and remain in full force and effect.

8.6 Applicable Law; Jurisdiction. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington without reference to its choice of law principles to the contrary. Customer hereby irrevocably consents to the jurisdiction and venue of the federal, state and local courts located in King County, Washington, U.S.A., in connection with any action arising out of or in connection with this Agreement, the Services or any Statement of Work.

8.7 Entire Agreement. This Agreement (including all Statements of Work) constitutes the entire agreement, and supersedes any and all prior agreements, between PSE and Customer with respect to the Services. No amendment, modification or waiver of any of the provisions of this Agreement or any Statement of Work shall be valid unless set forth in a written instrument signed by the Party to be bound thereby.

SUBJECT: Ordinance No. 2792 - Juneteenth Holiday

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2792

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND:

Juneteenth – also known as Emancipation Day and Freedom Day commemorates when the last enslaved African Americans learned they were free in 1865 in Galveston, Texas, where Union soldiers brought them the news two years after the Emancipation proclamation.

Juneteenth has recently been recognized by President Biden as a paid federal holiday and Washington Governor, Jay Inslee, has signed House Bill 1016 making Juneteenth a paid holiday for state employees beginning in 2022. If approved, this ordinance would add Juneteenth to the list of recognized paid holidays for non-represented staff beginning in 2022.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 9/1/2021

COMMITTEE RECOMMENDATION: Do-pass.

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No 2792 - adding Juneteenth to the list of recognized paid holidays for non-represented staff beginning in 2022.

**ORDINANCE NO. 2792
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING SUMNER MUNICIPAL CODE CHAPTER 2.100.680
HOLIDAYS TO INCLUDE JUNETEENTH AS A CITY RECOGNIZED HOLIDAY.**

WHEREAS, Juneteenth – also known as Emancipation Day and Freedom Day commemorates when the last enslaved African Americans learned they were free in 1865 in Galveston, Texas, where Union soldiers brought them the news two years after the Emancipation proclamation.

WHEREAS, on June 17, 2021 President Joe Biden signed into law S. 475 the “Juneteenth Independence Day Act,” which designates Juneteenth National Independence Day as a legal public holiday; and

WHEREAS, on May 13, 2021 Washington Governor, Jay Inslee, signed House Bill 1016 making Juneteenth a paid holiday for Washington State employees starting in 2022; and

WHEREAS, in order to recognize this day, the City Council desires to amend provisions of the Sumner Municipal Code to establish Juneteenth as a legal holiday for the City:

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

Section 1. That Sumner Municipal Code Chapter 2.100, Personnel Policies, is hereby amended to read as follows:

2.100.680 Holidays.

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

Holiday Name	Date Observed
New Year’s Day	January 1 st
Martin Luther King Jr.’s Birthday	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran’s Day	November 11 th
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th

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

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

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 4. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 20th day of September 2021.

Mayor William L. Pugh

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

Date Adopted: September, 2021

Date of Publication: September, 2021

Effective Date: September, 2021

SUBJECT: Ordinance No. 2793 - Chapter 10.20 Speed Code Updates

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2793
-

STAFF CONTACT: Michael Kosa, City Engineer, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The Public Works department, through the use of a design consultant, completed a study related to traffic calming in June 2021.

During that study, it was identified that some speed limits identified in the city code are inconsistent with RCW 46.61.415 which establishes a minimum 20 miles-per-hour speed limit for city roadways.

This ordinance revises the city code to eliminate 15 mile-per-hour speed limits in the city code and delete other identified speed limit revisions that do not match field conditions or are not otherwise appropriate.

Additionally, it was identified in section 10.20.040 that speed limits may be designated by the Director of Public Works. The Municipal Research and Services Center of Washington (MRSC) recommends all speed limits be designated by council action and codified. This code revision deletes language authorizing the Director of Public Works to designate speed limits.

Finally, the school zone speed limit code section was reviewed and revised based on correspondence with the Sumner-Bonney Lake School District (SBLSD) to be consistent with SBLSD operational hours and usage.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/7/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2793, revising sections of Chapter 10.20 , substantially in the form as approved by the City Attorney.

**ORDINANCE NO. 2793
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, REVISING CHAPTER 10.20 ENTITLED SPEED.**

WHEREAS, the City of Sumner periodically reviews and updates speed limit code to ensure consistency with roadway conditions and uses; and

WHEREAS, the Public Works department, through the use of a design consultant, completed a study related to traffic calming in June 2021; and

WHEREAS, the study identified that current City speed limits lower than 20 miles per hour on public highways are inconsistent with RCW 46.61.415; and

WHEREAS, it was recommended by the Municipal Research and Services Center of Washington that all speed limits be approved by City Council rather than authorizing the Director of Public Works to designate speed limits; and

WHEREAS, the City desires to revise school zone speed limit application to more closely reflect school hours and operations; and

WHEREAS, the City desires to update policies, standards, and rules regarding the implementation and application this chapter; and

WHEREAS, the City Council reviewed the study in a Study Session on August 9th, 2021 and provided direction to update Sumner Municipal Code as appropriate;

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

Section 1. Chapter 10.20 entitled Speed shall be revised as detailed in Exhibit A.

Section 2. **Severability.** If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 3. **Effective date.** This ordinance shall take effect on October 1, 2021. This ordinance shall be published a minimum of five (5) days prior to the effective date in the City's official newspaper.

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 20th day of September, 2021.

Mayor William Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

Date Adopted: *xx/xx/xx*
Date of Publication: *xx/xx/xx*
Effective Date: *xx/xx/xx*

Chapter 10.20

SPEED

Sections:

- 10.20.010 Findings.
- 10.20.020 State speed law applicable.
- 10.20.030 Speed limits and streets.
- 10.20.040 ~~Director of public works authorized to designate speed limits.~~ Vacant
- 10.20.050 Setting maximum speed limits in excess of or less than 25 miles per hour on certain streets.
- 10.20.060 Regulation of speed by traffic control devices.
- 10.20.070 School zone speed limits.
- 10.20.080 Violations.

10.20.010 Findings.

The Sumner Municipal Code adopts by reference the Model Traffic Ordinance, set forth in chapter 308-330 WAC. The Model Traffic Ordinance, pursuant to WAC 308-330-270, and RCW 46.61.415, sets forth the procedure for a municipality such as the city of Sumner to determine and declare the maximum speed limits on city arterials, streets and other rights-of-way, and allows such to be done ~~by resolution~~ after an engineering and traffic investigation by the traffic engineer. The city council finds that it is necessary and appropriate to adopt an ordinance relating to the establishment of vehicular speed limits in certain designated streets in the city as authorized by state law. (Ord. 2382 § 1 (part), 2012)

10.20.020 State speed law applicable.

The state traffic laws regulating the speed of vehicles, RCW 46.61.400 through 46.61.475, shall be applicable upon all streets within this city, except as this chapter, as authorized by state law, declares and determines upon the basis of engineering and traffic investigation that certain speed regulations shall be applicable upon specified streets or in certain areas, in which event, it shall be unlawful for any person to drive a vehicle at a speed in excess of any speed so declared in this chapter when signs are in place giving notice thereof. (Ord. 2382 § 1 (part), 2012)

10.20.030 Speed limits and streets.

Pursuant to RCW 46.61.400(2)(a), all city streets within the city limits shall have a speed limit of 25 miles per hour to be in effect at all times except those streets and/or parts of streets which shall have speed limits to be in effect at all times, as established by this chapter, pursuant to the Model Traffic Ordinance set forth in SMC 10.14.010, more specifically, WAC 308-330-270 and RCW 46.61.415. No speed limit on city streets other than 25 miles per hour shall be enforced unless the speed limit is posted by signs pursuant to chapter 46.61 RCW and chapter 308-330 WAC. (Ord. 2382 § 1 (part), 2012)

10.20.040 ~~Director of public works authorized to designate speed limits.~~ Repealed

~~The director of public works or his/her designee is authorized to designate the maximum speed limit for all streets or roads within the city where a different maximum speed limit is set other than the speed limit of 25 miles per hour, except where a lower or greater maximum speed limit is specifically established by city ordinance or by state law. In making speed limit determinations, the director of public works or his/her designee shall consider traffic levels of service and safety in light of relevant circumstances and applicable factors. Any streets with a different maximum speed limit than 25 miles per hour shall be posted with appropriate signage. (Ord. 2382 § 1 (part), 2012)~~

10.20.050 Setting maximum speed limits in excess of or less than 25 miles per hour on certain streets.

A. The maximum speed of 35 miles per hour is set on the following city streets when signs are erected giving notice thereof:

1. West Valley Highway from the north city limits ~~at 16th Street East, southerly to its intersection of to~~ Sumner Heights Drive. west city limits.
2. East Valley Highway from the north city limits southerly to the bridge over Salmon Creek.
3. 142nd Avenue East from 24th Street southerly to the White (Stuck) River bridge.

Exhibit A

4. 24th Street East between 142nd Avenue East ~~and 136th Avenue East~~ West Valley Highway.
5. 140th Avenue East between 24th Street East and 16th Street East.
6. 166th Avenue East ~~as posted~~.
7. Stewart Road from west city limits to east city limits.

B. The maximum speed of 30 miles per hour is set on the following city street(s) when signs are erected giving notice thereof:

136th Avenue East between 24th Street East and 16th Street East.

C. The maximum speed of less than 25 miles per hour is set on the following city street(s) when signs are erected giving notice thereof:

1. ~~West Main Street from its intersection with Main Street to its intersection with Hunt Avenue—20 miles per hour at all times; Repealed~~
2. ~~Hunt Avenue from its intersection with West Main Street to its intersection with Elizabeth Street—20 miles per hour at all times; Repealed~~
3. ~~Williams Avenue from its intersection with Puyallup Street to its intersection with 18th Street—20 miles per hour at all times; Repealed~~
4. Bock Avenue from south end of road to 61st Street East – 20 miles per hour ~~at all times~~;
5. ~~74th and 75th Street Court East (Cherry Dale Lane) from SR 162 to 147th Avenue East—15 miles per hour at all times; Repealed~~
6. In any alley of the city as defined in SMC 17.04.060 the speed shall not exceed 10 miles per hour. (Ord. 2382 § 1 (part), 2012)

10.20.060 Regulation of speed by traffic control devices.

The city engineer or designee is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner. In addition, the city engineer or designee is directed to post city streets and roads with the proper traffic-control devices to regulate the established maximum speed limits, including traffic control signs or devices in school zones pursuant to RCW 46.61.440, ~~and said speed limits shall become effective when posted.~~ (Ord. 2382 § 1 (part), 2012)

10.20.070 School zone speed limits.

A. It shall be unlawful for any person to operate a vehicle at a speed in excess of 20 miles per hour when passing any marked school or playground crosswalk, provided such marked crosswalk is fully posted with standard school speed limit signs, standard playground speed limit signs, or electronic traffic control devices. The speed zone at the crosswalk may extend 300 feet in either direction from the marked crosswalk.

B. It shall be unlawful for a person to operate a vehicle at a speed in excess of 20 miles per hour when in a school or playground speed zone which is posted with standard school, playground speed limit signs or electronic traffic control devices. The school or playground speed zone may extend 300 feet from the border of the school or playground property.

~~C. The speed limits set forth in subsections A and B shall be effective between the hours of 6:00 a.m. and 4:00 p.m. weekdays, at any time school zone flashing lights are illuminated, or any time children are present. The speed limits set forth in subsections A and B of this section shall be effective between the hours of 7:00 a.m. and 4:00 p.m. on days when school is in session or at any time school zone flashing lights are illuminated indicating the presence of children. (Ord. 2382 § 1 (part), 2012)~~

10.20.080 Violations.

Violation of any of the speed limits established pursuant to this chapter, and any city council resolution established hereunder, shall be considered to be a traffic infraction and shall be punishable by a monetary amount that may be determined by statute, ordinance or court rule. (Ord. 2382 § 1 (part), 2012)

SEPTEMBER 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4
		5:30PM Finance Committee (Virtual)	6:00PM Planning Commission (Virtual)		
6	7	8	9	10	11
CITY HALL CLOSED HOLIDAY OBSERVED	4:00 PM Public Works Committee (Virtual) 6:00PM Regular Council Meeting (Virtual)	CANCELLED 6:30PM Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
13	14	15	16	17	18
6:00PM Study Session (Virtual)	6:00PM American Rescue Plan Act Committee (Virtual)	5:00PM Public Safety (Virtual)			
20	21	22	23	24	25
6:00PM Regular Council Meeting (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Arts Commission (Virtual)		
27	28	29	30		
6:00PM Study Session (Virtual) 7:15PM Special Council Meeting (Virtual)					

*Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.*

Name: Michelle Converse, CMC

Title: City Clerk

City of Sumner
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Sumner, Washington 98390
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Website: **www.sumnerwa.gov**