



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

<https://sumnerwa-gov.zoom.us/j/82480544495>

Or One tap mobile: US: +12532158782,,82480544495# or +12532050468,,82480544495#

Or Telephone: 1 253 215 8782 or +1 253 205 0468

Webinar ID: 824 8054 4495

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

PROCLAMATION

1. United Way of Pierce County's Centennial
2. Arbor Day

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. Sumner Texaco Heritage Park Remediation - Consultant Services Amendment
2. West Well Watermain Replacement & Cemetery Irrigation Improvements- Consultant Contract Award
3. Stewart Road Bridge Acquisition - Manke Lumber
4. Stewart Road Bridge Acquisition - Riverside Baptist Church
5. Approval of checks/electronic payments for year-end 2022, in the amount of [\\$10,871,284.84](#).
6. Approval of checks/electronic payments in the amount of [\\$2,074,196.39](#).
7. Approval of the minutes from the April 3, 2023 regular council meeting and April 10, 2023 study session.

PUBLIC HEARING

1. Resolution No. 1657 - 2024-2029 Six-Year Transportation Improvement Program Annual Update

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. Reappointment of Civil Service Commission (Dobb)
- b. Reappointment to the Sumner Lodging Tax Advisory Committee (Burke)
- c. Reappointment to the Sumner Lodging Tax Advisory Committee (Sutton)
- d. Reappointment to the Sumner Lodging Tax Advisory Committee (Anderson)
- e. Commission Appointment to the Sumner Lodging Tax Advisory Committee (Lopez)
- f. Ordinance No. 2851 - Small Subdivisions & Pipestem Lots Code Update

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.



PROCLAMATION
100th Anniversary of United Way Pierce County

WHEREAS, United Way of Pierce County (UWPC), Washington, was founded 100 years ago on May 14, 1921, by the organizing committee of nine women chaired by Emily R. Seymour; and

WHEREAS, UWPC was established to bring together the community to raise and distribute resources to those in need, and they continue to work from the heart and unite caring people to tackle our community's toughest challenges; and

WHEREAS, the organization survived the Great Depression, several wars, a financial crisis and most recently a global pandemic, while never failing to provide services and leadership to the community; and

WHEREAS, UWPC has been an integral part of the Pierce County community, raising over 350 million over the years and investing those resources to provide support and opportunities to ensure that children and families have what they need to succeed and thrive; and

WHEREAS, UWPC provides funding for the Center for Strong Families at the Sumner-Bonney Lake Family Resource Center located in Sumner by helping clients learn about money management, discover their financial goals through engaging sessions designed to pair finance and employment coaching with career exploration; and

WHEREAS, UWPC remains committed to uniting the community to end poverty one family at a time, and they fight for every person in every community every day with the belief that everyone entitled to be treated with dignity and respect, and deserves equal treatment and access to justice; and

WHEREAS, they will continue to serve as a hope leader, bringing the community together to address its toughest problems for generations to come;

NOW, THEREFORE, on behalf of the City Council do hereby recognize United Way of Pierce County for all their work in support of their community in the last 100 years.

Dated this 17th day of April 2023.

Kathy Hayden, Mayor City of Sumner



PROCLAMATION
Recognizing Arbor Day & Celebrating the Tree City Designation

WHEREAS, the City of Sumner Forestry and Parks Commission promotes the responsible planting and maintenance of trees on public and private property; and

WHEREAS, the citizens of Sumner highly value their environmental quality and promote the planting of trees as well as an enhanced parks system; and

WHEREAS, the City of Sumner recognizes that trees reduce air pollution, improve aesthetic value, provide shelter from wind and rain, provide animal and bird habitat, reduce noise pollution, save energy, enhance property values and provide privacy; and

WHEREAS, the planting of trees promotes community pride and enhances the character of the city and its neighborhoods; and

WHEREAS, Arbor Day is a nationally recognized celebration of trees and tree planting; and

WHEREAS, Sumner is celebrating its **29th** year as a Tree City as designated by the National Arbor Day Foundation.

THEREFORE BE IT RESOLVED that the City of Sumner proclaims April 28, 2023, as Arbor Day, and requests that all citizens join us and celebrate our trees, our parks and our continued commitment to environmental stewardship.

Dated this 17th day April 2023.

Kathy Hayden, Mayor
City of Sumner

SUBJECT: Sumner Texaco Heritage Park Remediation - Consultant Services
Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$62,163

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment w/ Scope & Fee

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

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

The City contracted with PBS Engineering and Environmental, Inc. through a qualification-based selection process. PBS completed the Remedial Investigation in September and is further contracted to complete a Feasibility Study. To better inform PBS and the City about the preferred remediation method (remedial injections), a pilot test was completed in January. There are still a few data gaps that need to be filled to submit this project to the Department of Ecology. This amendment adds funding for the consultant to add additional monitoring wells and provide the required quarterly ground water monitoring. The previous contract amount was \$226,995 and this amendment adds \$62,163 for a total contract cost of \$289,158.

Future actions are anticipated to include the following:

1. An amendment for PBS to design the remediation, following approval of the method by Department of Ecology (DOE) and Tacoma Pierce County Health Department (TPCHD).
 2. A construction contract to implement PBS's design.
 3. An amendment for PBS to continue to monitor the site and coordinate with DOE and TPCHD to obtain a No Further Action Letter.
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COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/4/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to PBS's Consultant Services Contract for the Sumner Texaco Heritage Park Remediation (CIP 22-04), increasing the contract amount by \$62,163 to a total authorized amount not-to-exceed \$289,158, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 2

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **PBS Engineering and Environmental**

CONTRACT NAME & PROJECT NUMBER: **Sumner Texaco Remediation (CIP 22-04)**

ORIGINAL AGREEMENT DATE: **July 6, 2022**

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

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

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$104,773.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$122,222.00
Current Contract Amount <i>including all previous amendments</i>	\$226,995.00

Current Amendment Sum	\$62,163.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$289,158.00

Original Time for Completion (insert date)	12/31/2026
Revised Time for Completion under prior Amendments (insert date)	N/A
Add'l Days Required (±) for this Amendment	N/A calendar days
Revised Time for Completion (insert date)	N/A

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

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

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

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

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney



March 28, 2023

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

alisao@sumnerwa.gov

Regarding: **Proposal for Data Gaps Investigation and Groundwater Monitoring
Sumner Texaco Heritage Park Remediation
914 Kincaid Avenue, Sumner, Washington
PBS Proposal No.: PR41825**

Dear Alisa:

PBS Engineering and Environmental (PBS) is pleased to provide this cost proposal to the City of Sumner (City) to provide data gap investigation services at Reuben A. Knoblauch Heritage Park located at 914 Kincaid Avenue in Sumner, Washington (Site).

BACKGROUND

The Site was operated as a gasoline service station from approximately 1944 to 1990. In 1990 the underground storage tanks (USTs) storing fuel at the site were decommissioned by removal, and the site was later redeveloped as a municipal park. Subsurface investigation was conducted to evaluate the presence of potential contamination in 2010 and 2011. The site is currently listed on the Washington State Department of Ecology's (Ecology) Confirmed and Suspected Contaminated Sites List (CSCSL) under Facility Site ID 18295642, Cleanup Site ID 8200. The listing is due to the confirmed presence of gasoline and fuel additives in site soil and groundwater at concentrations exceeding state cleanup levels established by Ecology. While the site is subject to regulations established in Ecology's Model Toxics Control Act (MTCA), it is noted that environmental conditions at the site are also regulated by Tacoma-Pierce County Health Department (TPCHD).

PBS performed a Remedial Investigation (RI) at the site in July and August, 2022. The draft RI report is pending. Additionally, PBS performed a remedial injection pilot test and installed a permeable reactive barrier (PRB) at the Site in December 2022 and January 2023, respectively. However, following completion of these activities, several data gaps remain to fully characterize the extent of contamination at the Site, as required by an RI. The data gaps are as follows:

1. The downgradient extent of groundwater contamination is undefined. The furthest downgradient monitoring well at the Site (MW-4) contains concentrations of gasoline and benzene in exceedance of MTCA Method A cleanup levels.
2. Vapor Intrusion (VI) evaluation of the downgradient buildings located on private properties on the west side of Cherry Avenue has not been performed. As such, potential impacts to soil vapor and/or indoor air and the completeness of the VI pathway are not currently defined.

PROJECT UNDERSTANDING AND APPROACH

PBS understands that the VI data gap is likely to be investigated by a consultant retained by the owner of that property. As such, VI evaluation is not included in the scope of work or associated costs presented in this proposal.

Previous investigation detected gasoline and benzene in exceedance of cleanup levels in MW-4, the furthest downgradient monitoring well with respect to groundwater flow at the Site. As such, the downgradient extent of groundwater contamination at the Site remains undefined.

Contamination is speculated to have mobilized during remedial injections within the former underground storage tank (UST) basin. This is based on an observed spike in concentrations in MW-2 following installation of the PRB beyond that expected by injection of the remedial solution, and within a greater than expected radius of influence. Additional investigation will aim to characterize remaining contamination within the UST basin to better inform cleanup actions at a later date.

In addition to the data gaps investigation, quarterly groundwater monitoring of on-site wells is needed to monitor contaminant concentrations and establish trends over time. Previous PBS proposals included one monitoring event for five wells. A second monitoring event was performed using funds approved for the remedial injection pilot test. A third monitoring event was performed using some funds approved for the pilot test and an additional \$2,480 approved for the Feasibility Study (FS), which will later be needed to prepare the FS. A line item is included in this proposal for \$2,480 to reimburse the FS task after use of these funds for groundwater monitoring. An additional task is included for three groundwater monitoring events to complete quarterly monitoring through December of 2023.

SCOPE OF WORK

PBS proposes the following scope of work to address data gaps to the RI. Additionally, the scope of work includes quarterly groundwater monitoring of five existing on-site wells and three additional wells to be installed as part of the data gaps investigation. Eight wells total will be sampled for three quarters.

Task 1: Data Gaps Site Characterization

PBS proposes to install up to three additional groundwater monitoring wells at the site.

PBS proposes to install five groundwater monitoring wells. One boring will be advanced within the UST basin. It is expected that this boring will be completed as a groundwater monitoring well, but ultimately that decision will be decided by field observations and laboratory results. An additional 2 monitoring wells will be installed on the west side of Cherry Avenue downgradient from MW-4. Locations for monitoring wells have been selected to characterize the extent of downgradient contamination, and the magnitude of contamination within the UST basin. Downgradient wells will be installed to a total depth of 25 feet. The well within the UST basin will be installed to a total depth of up to 35 feet bgs, depending on field observations.

Monitoring wells will be installed using a hollow stem auger drill rig by a Washington State licensed well driller subcontracted to PBS. Wells will be completed to a total depth of 25 feet bgs with 2-inch PVC casing, flush mount completions, and screen intervals which will intersect the water table. Two soil samples will be retained for analysis from each of the three soil borings advanced for well installation. Following well installation, monitoring wells will

be developed using typical surge and bail techniques. Wells will be left undisturbed for a minimum of 48 hours following development prior to sampling.

Soil samples retained for laboratory analysis will be submitted to an Ecology accredited laboratory for the following analyses:

- Gasoline by Method NWTPH-Gx;
- BTEX by EPA Method 8260
- Lead by EPA Method 6020

Groundwater sampling is not included in this task. Following completion of well development, PBS will schedule a quarterly groundwater monitoring event as established in Task 3 of this proposal.

Upon completion of monitoring well installation, a PBS Washington State licensed land surveyor will survey the location and elevation of the five monitoring wells, as required by state regulations.

Drilling spoils and purge water from groundwater sampling will be containerized in sealed drums and left on site pending analytical results. Analytical results of in-situ soil samples and groundwater monitoring samples will be used to profile the waste. PBS will work with a licensed waste hauler to profile, transport and dispose of the waste in accordance with local, state and federal regulations.

Task 2: Data Gaps Investigation / Supplemental Remedial Investigation Reporting

Following receipt of analytical data, PBS will summarize data gaps investigation and resulting data, documenting the findings of subsurface investigation. The summary will be included in the RI report, or added to a Supplemental RI report if the RI has already been submitted to Ecology upon completion of the work. Either report will be drafted to meet the substantive requirements of MTCA for a Remedial Investigation (RI) report. One of the criteria to meet the requirements of an RI report is that the lateral and vertical extent of contamination be delineated in all directions. Depending on analytical results and the extent of contamination, preparation of an RI report that meets TPCHD and Ecology requirements may not be possible at this stage. Should data prove insufficient to meet the requirements of an RI, the report will be structured such that it can be easily revised into an RI report with addition of new data and updates to the conceptual site model. However, it is expected based on current data that the additional investigation will satisfy the existing data gaps to the RI, with the exception of the VI data gap potentially being investigated by another consultant.

Task 3: Groundwater Monitoring

PBS will perform three quarterly groundwater monitoring events including sampling of existing wells MW-1 through MW-5 and three newly installed monitoring wells through the fourth quarter of 2023.

Groundwater samples will be collected using a peristaltic pump and disposable tubing. One groundwater sample will be collected from each well. Additionally, one duplicate groundwater sample will be collected from one of the monitoring wells. Up to 9 groundwater samples will be submitted to an Ecology accredited laboratory for the following analyses:

- Gasoline by Method NWTPH-Gx;
- BTEX by EPA Method 8260
- Lead by EPA Method 6020

Upon completion of each groundwater monitoring event, a brief letter report will be prepared summarizing results of the event. Quarterly groundwater monitoring reports will be provided to the client for review and comment prior to submittal to Ecology.

Wastewater in the form of purge water from groundwater sampling will be containerized in a sealed, labeled 55-gallon drum on-site throughout monitoring events. The drum will be disposed of and replaced when it becomes full. The drum is expected to have capacity for containerization of wastewater from all three monitoring events. Costs for drum disposal are not included here. It is assumed the drum will be disposed of at a later date in conjunction with future waste pickups from the Site.

Task 4: Additional Funds for Feasibility Study

This task includes an additional \$2,480 of budget from the FS used to cover groundwater monitoring expenses the previous quarter. It is noted that some of the monitoring event cost was captured in existing pilot test budget, so the entire cost of the monitoring event is not required to be recovered. These funds will be reapplied to the FS, Phase 6 of project 41825.000 as tracked by PBS accounting documents.

COMPENSATION

PBS proposes to provide the scope of work on a not to exceed estimate, apportioned as follows:

Task 1: Data Gaps Site Characterization

Senior Hydrogeologist II (32 hours at \$170/hr)	\$5,440
Staff Geologist II (10 hours at \$115/hr)	\$1,150
Survey 2-Person Crew (10 hrs at \$205/hr)	\$2,050
Land Surveyor VI (8 hrs at \$160/hr)	\$1,280
Private Utility Locator	\$345
Drilling Contractor (hollow stem auger – monitoring wells)	\$18,484
Laboratory Analysis (6 soil samples for Gx, BTEX and lead)	\$825
Reimbursables (mileage, equipment, consumables)	\$675
IDW Disposal Contractor	\$2,875
Estimated Subtotal	\$33,124

Task 2: Data Gaps / Supplemental Remedial Investigation Reporting

Environmental Engineer VII (8 hours at \$210/hr)	\$1,680
Senior Hydrogeologist II (24 hours at \$170/hr)	\$4,080
Drafting – CAD/GIS Tech II (4 hours at \$120/hr)	\$480
Estimated Subtotal	\$6,240

Task 3: Groundwater Monitoring Per Event (includes report)

Environmental Engineer VII (4 hours at \$210/hr)	\$840
Senior Hydrogeologist II (12 hours at \$170/hr)	\$2,040
Staff Geologist II (16 hours at \$115/hr)	\$1,840
Drafting – CAD/GIS Tech II (2 hours at \$120/hr)	\$240
Laboratory Analysis (9 gw samples for Gx, BTEX and lead)	\$1,238
Reimbursables (mileage, equipment, consumables)	\$575
Estimated Subtotal per Event	\$6,773
Estimated Subtotal for Three Events	\$20,319

Task 4: Additional Funds for Feasibility Study

Estimated Subtotal	\$2,480
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3/6/2023
 Senior Geologist II – 7 hrs @ \$160/hr = \$1,120
 Equipment Rental (water quality meter) - \$205.46
 Laboratory Analysis - \$1,155
 Total - \$2,480.46

Estimated Total	\$62,163
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Costs for this project will be based on actual accrued time and expenses. PBS will not exceed cost limits stated in the proposal without client authorization. You will be notified of any conditions that would require an increase in the services and/or associated costs. Additional project management services would be charged at the hourly rate of \$210.



INVOICE

Page: 1(1)

Toll-free:
www.pine-environmental.com
Office: WA - Seattle (U83)
(425) 285-9102

Invoice Date
03/13/23
Due Date
04/12/23

Invoice #
US1-230016722

Cust #
15103001
Contract
A872302

Bill To

PBS Engineering & Environmental Inc.
214 East Galer Street
Suite 300
SEATTLE, WA - 98102
United States

Ship To

Pine Environmental
3225 S. 116th St.
Building 1, Suite 181
Tukwila, WA - 98168
United States
Attn:
Phone:

Ordered By

JAMES WELLES

Currency

USD US Dollar

PO #

41825.000

Project #**Terms**

Net 30 Days

Item # Charge	Qty	Model Description Rental Period	Asset ID # Price	Total
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SHIPPING/DELIVERY COSTS TBD

51659	1.00	YSI ProSeries Professional Plus 03/06/23 - 03/06/23	42146 147.50/ Day	147.50
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Rental Protection Plan 15% 22.13

For more information, please refer to the Policies Section
on our website www.pine-environmental.com
Thank you for using Pine!

Sub Total 169.63
Sales Tax 17.15
Invoice total 186.78

Please Remit Payment To:

Pine Environmental Services, LLC
Pine Lockbox
P.O. Box 12488
Newark, NJ - 07101-3588

This invoice has been emailed

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

James E. Bruya, Ph.D.
Yelena Aravkina, M.S.
Michael Erdahl, B.S.
Vineta Mills, M.S.
Eric Young, B.S.

5500 4th Avenue South
Seattle, WA 98108
(206) 285-8282
fbi@isomedia.com
www.friedmanandbruya.com

March 13, 2023

INVOICE #23PBS0313-1

Accounts Payable
PBS Engineering and Environmental, Inc.
214 E. Galer St, Suite 300
Seattle, WA 98102

phase and task?
6

RE: Project Sumner Texaco 41825.000, F&BI 303086 - Results of testing requested
by James Welles for material submitted on March 6, 2023.

6 samples analyzed for benzene, toluene, ethylbenzene, xylenes, and gasoline by Method 8021/NWTPH-Gx @ \$75 per sample	\$ 450.00
6 samples analyzed for diesel and motor oil by Method NWTPH-Dx @ \$75 per sample	450.00
5 samples analyzed for total lead by Method 6020 @ \$30 per sample	<u>150.00</u>
Amount Due	\$ 1,050.00

FEDERAL TAX ID #91-1287838

ASSUMPTIONS

- UST Permits from TPCHD are only valid for one year. An existing permit is valid through March 9, 2024. Should work extend beyond that date, a new permit will need to be obtained for an additional fee.
- Costs for disposal of investigation-derived waste (IDW) are for up to five 55-gallon drums of non-hazardous, Washington State non-dangerous waste. Should waste soil or water be profiled as hazardous waste, or number of drums exceed ten, additional costs for waste disposal will be incurred.
- An RI report can only be prepared if sufficient data is acquired during site characterization. This scope of work aims to collect sufficient data to address data gaps and meet the requirements of an RI based on currently understood site conditions. It however remains possible additional data will be necessary to satisfy the requirements of an RI. In the event additional data collection beyond that presented in this proposal is required, PBS will provide a change order for additional data collection and wait to prepare the report until additional data is received, or prepare a Site Characterization Report that does not satisfy the requirements of an RI, depending on client preference.
- PBS endeavors to avoid damage to subsurface utilities during drilling and site work by filing a public one call 'call before you dig' ticket, and subcontracting a private utility locator to mark subsurface utilities on the site. Damage to subsurface utilities due to subsurface investigation and site work are ultimately the liability of the client. PBS can conduct non-destructive digging methods (i.e., air knife) at the request of the client for an additional fee.
- The scope of work presented in this proposal includes three groundwater monitoring events following well installation. Costs for additional groundwater monitoring events will be provided in future proposals.
- The scope of work does not include costs for disposal of waste water generated by groundwater monitoring after IDW from the data gaps investigation has been removed from the Site. Wastewater will accumulate in a sealed drum on-site pending transport during future IDW disposal events.

SCHEDULE

PBS can schedule the well installation immediately upon receipt of proposal authorization. Drilling contractors are currently estimated to be booked approximately one month out, and this estimate is expected to expand as we approach the summer season. Analytical results are expected from the laboratory within 2 weeks of sampling. The data can be incorporated in a RI or Supplemental RI report within 3 weeks of receipt of analytical data.

PBS understands that scheduling of the well installation and submittal of the RI or Supplemental RI report is dependent on the City's decision regarding which cleanup program to enroll in, and at what stage of the RI process.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

PBS appreciates this opportunity to submit our proposal and looks forward to working with you on this important project. Please feel free to contact Melanie Young at 206.766.7640 or melanie.young@pbsusa.com, or James Welles at 206.766.7605 or james.welles@pbsusa.com with any questions or comments.

Sincerely,
PBS Engineering and Environmental Inc.

Signature of Authorized Representative

Name (Please Print)

James Welles, LHG
Senior Hydrogeologist

Title

Date

Melanie Young, PE
Project Manager

Attachments: PBS 2023 Hourly Rate Schedule
 PBS General Terms and Conditions for Professional Services (Rev. 10/2018)

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING

Engineering Technician	110.00	Design Technician IV	145.00
Engineering Staff I	130.00	Engineering Geologist I	150.00
Engineering Staff II	145.00	Engineering Geologist II	170.00
Engineering Staff III	160.00	Landscape/Planning I	100.00
Engineer IV	170.00	Landscape/Planning II	110.00
Engineer V	180.00	Landscape/Planning III	120.00
Engineer VI	195.00	Landscape/Planning IV	135.00
Engineer VII	210.00	Landscape/Planning V	155.00
Engineer VIII	225.00	Landscape/Planning VI	175.00
Structural Project Engineer V	190.00	Landscape/Planning VII	200.00
Sr. Structural Project Engineer VI	215.00	Construction Inspector I	112.00
Structural Project Manager VII	230.00	Construction Inspector II	125.00
Sr. Structural Project Manager VIII	245.00	Construction Inspector III	140.00
Principal Engineer	260.00	Construction Inspector IV	152.00
Design Technician I	120.00	Construction Inspector V	165.00
Design Technician II	130.00	Construction Inspector VI	180.00
Design Technician III	135.00		

ENVIRONMENTAL

Field Technician I	85.00	Sr. Geologist I	150.00
Field Technician II	95.00	Sr. Geologist II	170.00
Field Scientist/Planner	90.00	Sr. Geologist III	190.00
Staff Scientist/Planner I	100.00	Sr. Geologist IV	220.00
Staff Scientist/Planner II	115.00	Principal Geologist	240.00
Project Scientist/Planner I	125.00	Project Hydrogeologist I	125.00
Project Scientist/Planner II	130.00	Project Hydrogeologist II	135.00
Project Scientist/Planner III	140.00	Sr. Hydrogeologist I	150.00
Sr. Scientist/Planner I	165.00	Sr. Hydrogeologist II	170.00
Sr. Scientist/Planner II	175.00	Sr. Hydrogeologist III	190.00
Principal Scientist/Planner	240.00	Sr. Hydrogeologist IV	220.00
Staff Environmental Regulatory Specialist	110.00	Principal Hydrogeologist	240.00
Environmental Regulatory Specialist	130.00	Project Manager (Env)	135.00
Sr. Environmental Regulatory Specialist	160.00	Sr. Project Manager I	145.00
Project Environmental Compliance Monitor	130.00	Sr. Project Manager II	160.00
Sr. Environmental Compliance Monitor	140.00	Sr. Project Manager III	175.00
Staff Geologist I	105.00	Sr. Project Manager IV	185.00
Staff Geologist II	115.00	Sr. Project Manager V	200.00
Project Geologist I	125.00	Sr. Project Manager VI	220.00
Project Geologist II	135.00		

*Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.*

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	85.00	Sr. Industrial Hygienist II	160.00
Ind. Hygienist/AHERA Inspector I	95.00	Trainer/Safety Specialist	130.00
Ind. Hygienist/AHERA Inspector II	110.00	Project Designer/Planner	120.00
Certified Industrial Hygienist I	140.00	Project Manager (IH)	130.00
Certified Industrial Hygienist II	175.00	Sr. Project Manager (IH)	150.00
Sr. Industrial Hygienist I	150.00	Principal – Industrial Hygiene	210.00

SURVEY

Survey I	101.00	Survey 1-Person Crew	157.00
Survey II	122.00	Survey 2-Person Crew	213.00
Survey III	126.00	Survey 3-Person Crew	263.00
Survey IV	136.00	Unmanned Aerial Sys Operator I	142.00
Survey V	152.00	Unmanned Aerial Sys Operator II	153.00
Survey VI	168.00	Unmanned Aerial Sys Operator III	180.00
Survey VII	188.00		

TECHNICAL SUPPORT STAFF

Administration I	95.00	Graphic Artist	115.00
Administration II	105.00	IT/Database Management	125.00
Administration III	115.00	GIS Analyst I	110.00
Project Administrator I	100.00	GIS Analyst II	130.00
Project Administrator II	110.00	GIS Analyst Manager	150.00
Project Administrator III	120.00	Grant Writer	145.00
Project Administrator IV	130.00	Public Involvement I	100.00
CAD/MicroStation Tech I	110.00	Public Involvement II	115.00
CAD/MicroStation Tech II	120.00	Public Involvement III	130.00
CAD Manager	140.00	Public Involvement IV	150.00
Writer/Editor I	110.00	Public Involvement Manager	170.00
Writer/Editor II	125.00		

*Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.*



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental Inc. ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

- 1. PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
- 2. TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
- 3. INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
- 4. INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
- 5. RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
- 6. REIMBURSABLE EXPENSES:**
 - A. Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming. Remediation, Abatement, General Construction and Software services will be invoiced as quoted.
 - B. Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
 - C. Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
- 7. PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that if PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS' services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply: (a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.

SUBJECT: West Well Watermain Replacement & Cemetery Irrigation Improvements-
Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$166,021.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Agreement w/ Scope & Fee

STAFF CONTACT: Andrew Leach, Public Works Manager, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

A new water main will be routed to maintain the City's connection between the west well and the rest of the water distribution system. The existing irrigation system at the Sumner Cemetery will also be updated to current water standards. BHC Consultants LLC was selected to provide consulting services for the project through a qualification-based selection process. The scope includes site investigations, surveying, project coordination, water main alternative route analysis, cost estimates, 100% design of the Cemetery irrigation system and 30% design of the west well water main replacement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/4/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with BHC Consultants LLC, in an amount not-to-exceed \$166,021.00 for the West Well Watermain Replacement & Cemetery Irrigation Improvements (CIP 23-04), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

BHC Consultants, LLC

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and BHC Consultants, LLC, organized under the laws of the State of Washington, located and doing business at 950 Pacific Ave, Suite 905, Tacoma, WA 98402, 253-344-5084, Jordan Zier (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See Exhibit A - West Well Water Main Replacement & Cemetery Irrigation Improvements (CIP 23-03). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

The Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by 12/31/2025.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$166,021.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

IV. INDEPENDENT CONTRACTOR. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Contract.

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction; provided, however, that the Consultant may retain copies of records and data for business records purposes. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, and/or its agents, representatives, or employees.

No Limitation. The Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below:

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

contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

Minimum Amounts of Insurance: The Consultant shall maintain the following insurance limits during the entire duration of this Contract:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Contract.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. PUBLIC RECORDS ACT. The City is required to comply with the Public Records Act, codified in Chapter 42.56 RCW. From time to time, the City will receive requests for public records regarding City business. When a public records request is made regarding work performed or documents created under this Contract, Consultant shall conduct a thorough search of any and all potentially responsive public records created or maintained in the course of completing this Contract, shall provide those documents to the City in a timely manner following the request for search, and shall retain all records in accordance with the retainage schedule as published by the Washington Secretary of State. Following completion of the work pursuant to this contract, Consultant shall provide to the City any and all documents prepared, created or maintained in the course of completing this contract.

XIII. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to

this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

I. Ratification. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this contract.

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or

any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), 29 CFR 5.5 shall apply. See Exhibit C, attached, and its provisions which are incorporated as if fully set forth herein.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Jordan Zier, PE, Project Manager BHC Consultants, LLC 950 Pacific Ave, Suite 905 Tacoma, WA 98402 253-344-5084 Jordan.Zier@bhccconsultants.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Andrew Leach, Public Works Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5711 andrewl@sumnerwa.gov

EXHIBIT A

SCOPE OF WORK

City of Sumner

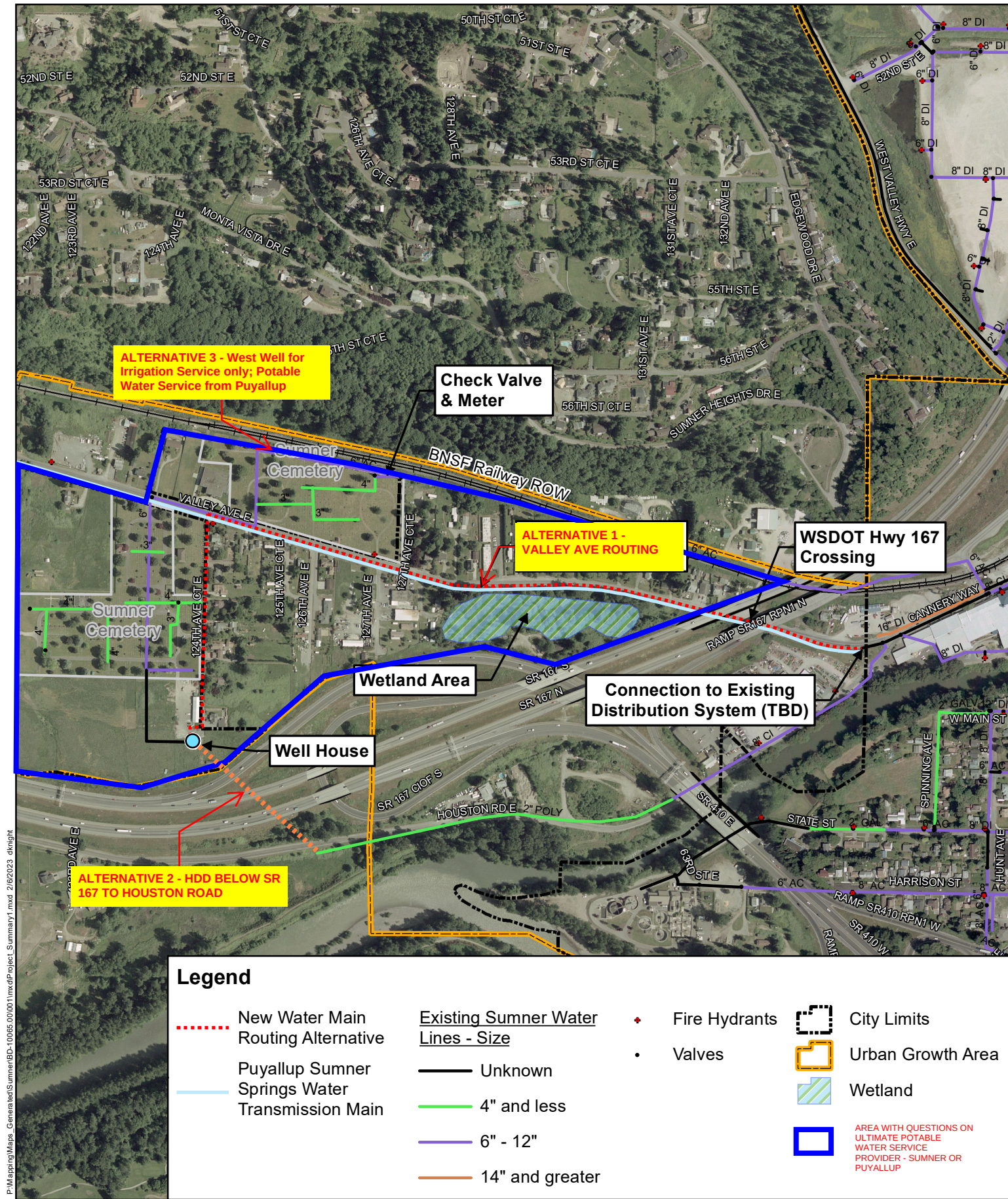
West Well Water Main Replacement and Cemetery Irrigation Improvements

Statement of Understanding

The City of Sumner (City) has identified the need to replace the existing west well water main and Sumner Cemetery (Cemetery) irrigation system. The existing water main is 6-inch Asbestos Cement (AC) that is partially installed in Cemetery property and railroad right of way. A check valve in the northeast corner of the Cemetery limits water flow from the West Well water source to the rest of the distribution system. The check valve is not an adequate cross connection device and there is not adequate backflow prevention between the irrigation system and water main, which provides domestic services to the Cemetery shop and office. We understand the water main and irrigation system are aging and that there is insufficient transmission capability to the area under fire flow conditions. The City would also like to explore the possibility of providing additional system redundancy from the West Well to the rest of the distribution system by reconfiguring the system to allow flow from the West Well to the rest of the City's distribution system. Lastly, we understand the City of Puyallup currently serves some of the properties along Valley Avenue East which are within the Sumner's Urban Growth Area (UGA). The City would like to determine the ultimate water service provider to these properties. Figure 1 on the following page provides a general summary map and alternatives that will be explored for the West Well water main.

This Scope of Work (SOW) is based on our current understanding of the City's needs and requirements for the preliminary design services of the West Well Water Main Replacement and Cemetery Irrigation Improvements project. We propose a phased approach to this project given the unknowns in water main alignment, well water quality, and ultimate water service provider to this area. Using Phase I to establish a preferred alternative and basis of design will provide a clear direction for scoping final design (Phase II) and engineering services during construction (Phase III). There are less unknowns with the required Cemetery irrigation improvements. Cemetery irrigation improvement design will proceed into a more detailed design level under the Phase I scope. The scope and fee herein are for Phase I Preliminary Design only. As each phase is completed, the following Phases' scope and fee will be submitted to the City for authorization of the next Phase.

- **Phase I – Preliminary Design.** This phase will include: evaluation of alternative water main configurations including hydraulic modeling, permitting evaluation, and impacts of West Well water quality, if any; survey of Sumner cemetery property; pavement coring(s); coordination with City of Puyallup for ultimate water service provider in this area; 30% design documents based on preferred alternative for the West Well water main; 90% design documents for the Cemetery irrigation improvements; and preparing opinion of probable construction cost (OPCC) for City budgeting.
- **Phase II – Final Design.** Development of 60%, 90%, and Final Design Documents (drawings and specifications), OPCC, and bidding assistance.
- **Phase III – Engineering Services During Construction.** Submittal and RFI review, engineering support during construction, construction record drawings, and assistance with project closeout support.



This map is a geographic representation based on information available. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.



0 300 600 Feet



West Well Water Main Replacement & Cemetery Irrigation Improvements

Project Summary Map

City of Sumner

February 2023

Figure

1

Scope of Work

The Scope of Work tasks are separated into four components where applicable:

1. Work Tasks: tasks that will be completed by the Consultant;
2. Receivables: elements that will be provided by the City;
3. Assumptions: assumptions used to develop each Work Task; and
4. Deliverables: the finished product that will be delivered to the City.

Subconsultants

BHC will subcontract with:

- KPG Psomas, Inc. (KPG) for surveying and base mapping and irrigation design services.
- APS Locates, Inc. (APS) will provide pavement cores for limited subsurface investigation along Valley Ave E.

Subconsultant proposals and associated fees are provided in Exhibit C.

Phase I Estimated Fee

The estimated fee for the Phase I Preliminary Design is \$166,021. A breakdown of the fee estimate is included as Exhibit B.

Phase I Schedule

The preliminary Phase I project milestones are listed below. The project budget assumes the analysis and design efforts associated with this scope of work will be completed within five (5) months from assumed May 1, 2023 notice to proceed. This schedule shall be adjusted as the project progresses, allowing for changes in scope or for delays beyond Consultant's control.

Project Milestones:

- | | |
|--|----------------|
| ▪ Council Approval | April 17, 2023 |
| ▪ Consultant Notice to Proceed | May 1, 2023 |
| ▪ Draft Alternatives Analysis | July 2023 |
| ▪ Final Alternatives Analysis | September 2023 |
| ▪ 30% West Well Water Main Drawings | September 2023 |
| ▪ 90% Cemetery Irrigation Improvement Drawings | September 2023 |
| ▪ Preliminary Design OPCC | September 2023 |
| ▪ Phase II Scope and Budget | September 2023 |

Task 1 – Project Management

Work Tasks:

- 1.1 Project Work Plan. Develop and distribute a project work plan to City and BHC team members, including schedule, responsibilities, and level-of-effort.
- 1.2 Client and Team Coordination. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the project. Proactively manage team resources needed to complete the project.
- 1.3 Monthly Invoices and Reports. Prepare monthly progress reports and monthly invoices.
- 1.4 QA/QC Program. Conduct quality control reviews of all project deliverables in adherence with company policies. The Project Manager will involve other senior staff engineers as needed for review.

Receivables:

- Contract and Notice to Proceed (NTP).

Assumptions:

- Phase I services will be complete within Five (5) months after NTP.

Deliverables:

- Five (5) monthly invoices and progress reports.

Task 2 – Site Investigations

Because the preferred water main alignment is not yet known, base mapping will be limited to Sumner Cemetery property and limited areas along Valley Ave E. Additional base mapping will likely be required in Phase II based on City-preferred water main alternative.

Work Tasks:

- 2.1 Survey Coordination. Coordinate with KPG to perform site survey in the Cemetery and West Well project area. See Exhibit C1 for detail on survey scope and budget
- 2.2 Pavement Core Coordination. Coordinate with APS to perform pavement cores. Up to six (6) pavement cores will be provided along Valley Ave E. Pavement cores will occur in two (2) areas with three cores in each area spaced perpendicular to traveled right of way. The goal of the pavement cores is to better identify the limits and depth of the below grade concrete panel roadway. See Exhibit C2 for detail on pavement core scope and budget.
- 2.3 Information Request Coordination and Review. Coordinate with City for request and review of applicable information. Possible information requested includes summary of water rights for the West Well, West Well pump information, water quality reports for West Well water sampling, West Well record drawings, West Well pump settings, West Well water main record drawings, and records of irrigation and burial plots within Cemetery.

Receivables:

- West Well Water Rights Documents.
- West Well Water Quality Sampling Reports.
- West Well Pump Curve and recorded flows or pressures, if available.

- Information on Cemetery irrigation system – location, size, appurtenances, etc. – as required.
- West Well record drawings
- West Well pump settings
- West Well water main record drawings
- Information on burial plots, as required.

Assumptions:

- The survey base mapping will be performed via photogrammetry aerial survey methodology. Additional base mapping will likely be required in Phase II based on City-preferred water main alternative.
- See Task 2 assumptions on Exhibit C1.
- Cultural resource assessments or investigations are not included in this SOW.
- Besides pavement cores, no other subsurface investigations are included in this SOW.

Deliverables:

- CAD files of survey base map – draft and final.
- Documentation of pavement coring results from APS.

Task 3 – Coordination with City of Puyallup

The City of Sumner Cemetery property is within the City’s corporate boundary, see Figure 1. The remaining project area is within Sumner’s Urban Growth Area (UGA) Boundary between City of Puyallup and City of Sumner City-limits. Puyallup currently provides water service to the properties between the Cemetery and Sumner, within Sumner’s UGA. For this area, it is unclear whether Puyallup or Sumner will be the ultimate water service provider. Task 3 includes coordinating and facilitating discussions with Sumner and Puyallup to create a preliminary agreement on who will provide water service to this area long-term.

Work Tasks:

- 3.1 Meetings. BHC will setup and facilitate up to two (2) meetings with City of Puyallup and City of Sumner representatives. BHC will prepare agenda and meeting minutes for each meeting. The purpose of the first meeting will be to discuss the water service provider to the area including alternatives under consideration, both City’s concerns, current agreements in place, and future agreements necessary. The second meeting will be to discuss the City of Sumner preferred alternative and come to preliminary agreement on the future/ultimate water service provider to this area.
- 3.2 Documentation and Support. BHC will research and prepare documents to support these meetings. The level of effort required to perform this sub-task is difficult to estimate. The level of effort is limited to four (4) hours of time from the project manager; eight (8) hours of time from the project engineer; two (2) hours of time from the principal-in-charge; and four (4) hours of time from GIS or CAD to provide any required figures.

Receivables:

- Existing agreement for water service to the project area.

Assumptions:

- One (1) meeting will be attended in-person and one (1) meeting will be held virtually via Microsoft Teams. Up to three (3) BHC members will attend these meetings.
- See assumptions on Task 3.2 personnel and level-of-effort limits above.

Deliverables:

- Meeting Minutes for two (2) meetings.
- Service area figure.

Task 4 – Alternatives Analysis

Task 4 is for the preparation of the Alternatives Analysis and associated Preliminary Design Documents.

Work Tasks:

- 4.1 Draft Alternatives Analysis. Summarize findings from preceding tasks into a Alternatives Analysis Memorandum. Deliver Memo to City for review and comment. Anticipated outline of the Memo as follows:
 - *Site Investigations*. Summarize site investigations, including review of potential impacts of site investigation findings.
 - *Water Service Area*. Summarize findings in Task 3 including water service area maps, discussions with City of Puyallup and possible need for revised or new interlocal agreement.
 - *West Well*. Summarize ability of West Well to provide potable water service redundancy to City distribution including summary of water rights, water quality, and any potential system limitations with current well pump configuration.
 - *Water Main Replacement Alternatives*. Prepare up to three (3) water main replacement alternatives. Initial alternatives are shown on Figure 1. Model each alternative to estimate fire flow conditions and water main size needed. Provide pros, cons, and high-level construction cost estimate of each alternative.
 - *Permitting Evaluation*. Provide qualitative summary of expected permits for each alternative.
- 4.2 Meet with City to Discuss Draft Alternatives Analysis. Conduct meeting to discuss Draft Alternatives Analysis. It is assumed that a two (2) hour meeting will be held at the City office with up to three (3) BHC representatives and one (1) KPG representative. Purpose of meeting is to review Draft Alternatives Analysis and identify preferred alternative.
- 4.3 Council Presentation Material. Modify existing and/or develop new presentation material – figures, maps, schematics, etc. – to assist City with presentation of alternatives to Council. The level of effort under this subtask is difficult to predict and therefore limited to two (2) hours of Project Manager time, four (4) hours of Project Engineer time and eight (8) hours of CAD/GIS time.
- 4.4 Final Alternatives Analysis. Respond and incorporate City comments. Document and expand on preferred alternative.
- 4.5 Drawings and OPCC. This task will include 30% Design Drawings including up to sixteen (16) drawings and detailed Opinion of Probable Construction Cost (OPCC) for the preferred West Well water main alternative. The drawing package deliverable will also include 90% design drawings and specifications for the Cemetery Irrigation Improvements (see Exhibit C1) assuming a single

construction contract for the project.

Receivables:

- One (1) consolidated set of City comments on the Draft Alternatives Analysis.

Assumptions:

- No electrical or structural engineering support required.
- No design improvements will be required to West Well pumping or well piping system.
- Full survey will not be complete under Phase I SOW. For 30% design drawings, water main design will be horizontal plan view only and provided using ArcMap GIS.
- Assistance to provide Council presentation material is limited to the level of effort described in task 4.3. BHC does not have time included to attend Council meeting(s).

Deliverables:

- PDF of Draft and Final Alternatives in electronic format.
- PDF of Drawings and OPCC.

EXHIBIT B

Phase I Project Budget

Exhibit B - Phase I Preliminary Design Budget																	
City of Sumner																	
West Well Water Main and Cemetery Irrigation Improvements																	
		Principal in Charge/ QA-QC		Project Manager		Project Engineer		Staff Engineer		CAD Manager		CAD/GIS		Clerical Support		TOTAL	
		\$250		\$230		\$150		\$138		\$195		\$153		\$135			
		C. Kelsey		J. Zier		Z. Miles		K. Garcia		Simon/Olsoe		C. Tolentino		Coughlin/Sifferman			
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	Project Management																
1.1	Project Work Plan	2	\$ 500	8	\$ 1,840	2	\$ 300		\$ -		\$ -		\$ -	2	\$ 270	14	\$ 2,910
1.2	Client and Team Coordination	4	\$ 1,000	8	\$ 1,840	8	\$ 1,200		\$ -		\$ -		\$ -	20	\$ 2,700	40	\$ 6,740
1.3	Monthly Invoice and Progress Reports		\$ -	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	8	\$ 1,080	16	\$ 2,920
1.4	QA/QC Program	8	\$ 2,000	2	\$ 460		\$ -		\$ -		\$ -		\$ -		\$ -	10	\$ 2,460
	Sub-Total	14	\$ 3,500	26	\$ 5,980	10	\$ 1,500	0	\$ -	0	\$ -	0	\$ -	30	\$ 4,050	80	\$ 15,030
2	Site Investigations																
2.1	Survey Coordination		\$ -	4	\$ 920	8	\$ 1,200		\$ -	4	\$ 780		\$ -		\$ -	16	\$ 2,900
2.2	Pavement Core Coordination		\$ -	4	\$ 920	4	\$ 600		\$ -		\$ -		\$ -	2	\$ 270	10	\$ 1,790
2.3	Information Request	2	\$ 500	4	\$ 920	8	\$ 1,200	8	\$ 1,104		\$ -	2	\$ 306		\$ -	24	\$ 4,030
	Sub-Total	2	\$ 500	12	\$ 2,760	20	\$ 3,000	8	\$ 1,104	4	\$ 780	2	\$ 306	2	\$ 270	50	\$ 8,720
3	Coordination with City of Puyallup																
3.1	Meetings	4	\$ 1,000	4	\$ 920	4	\$ 600		\$ -		\$ -		\$ -		\$ -	12	\$ 2,520
3.2	Documentation and Support	2	\$ 500	4	\$ 920	8	\$ 1,200		\$ -	2	\$ 390	2	\$ 306		\$ -	18	\$ 3,316
	Sub-Total	6	\$ 1,500	8	\$ 1,840	12	\$ 1,800	0	\$ -	2	\$ 390	2	\$ 306	0	\$ -	30	\$ 5,836
4	Alternatives Analysis																
4.1	Draft Alternatives Analysis	8	\$ 2,000	20	\$ 4,600	40	\$ 6,000	52	\$ 7,176	4	\$ 780	16	\$ 2,448	8	\$ 1,080	148	\$ 24,084
4.2	Meet with City to Discuss Draft Alternatives Analysis	2	\$ 500	4	\$ 920	4	\$ 600		\$ -		\$ -		\$ -		\$ -	10	\$ 2,020
4.3	Coucil Presentation Material		\$ -	2	\$ 460	4	\$ 600		\$ -		\$ -	8	\$ 1,224		\$ -	14	\$ 2,284
4.4	Final Alternatives Analysis	2	\$ 500	4	\$ 920	8	\$ 1,200	4	\$ 552	2	\$ 390	4	\$ 612	2	\$ 270	26	\$ 4,444
4.5	Drawings and OPCC	4	\$ 1,000	24	\$ 5,520	48	\$ 7,200	40	\$ 5,520	12	\$ 2,340	40	\$ 6,120	8	\$ 1,080	176	\$ 28,780
	Sub-Total	16	\$ 4,000	54	\$ 12,420	104	\$ 15,600	96	\$ 13,248	18	\$ 3,510	68	\$ 10,404	18	\$ 2,430	374	\$ 61,612
Total Direct Labor		38	\$ 9,500	100	\$ 23,000	146	\$ 21,900	104	\$ 14,352	24	\$ 4,680	72	\$ 11,016	50	\$ 6,750	534	\$ 91,198
Other Direct Costs																	
Site Investigations and Irrigation Improvements Design - KPG Psomas																\$ 66,503	
Pavement Core Subsurface Investigation - APS Locations																\$ 7,920	
Miscellaneous Other Direct Costs - Travel and Printing																\$ 400	
TOTAL ODC																\$ 74,823	
GRAND TOTAL																\$ 166,021	

EXHIBIT C

Subconsultant Scope and Budgets

C1 – KPG Psomas

C2 – Applied Professional Services, Inc.

EXHIBIT C-1

BHC Consultants

West Well and Cemetery Irrigation Project

KPG Psomas Scope of Work March 2023

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to:

- Provide Survey Base Mapping for the West Well and Sumner Cemetery proposed project area.
- The scope of this work is to provide 60% and 90% design plans, specifications and estimate necessary for complete new irrigation system for Sumner Cemetery, including the south and north side of Valley Avenue E. The complete bid package will be coordinated and provided in a future design phase.

See individual tasks for assumptions.

The following Scope of Work describes the effort required to complete the above-described improvements:

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes an 18-month contract duration:

- 1.1 KPG Psomas will provide continuous project coordination and internal management for the project duration (estimate 6 months).
- 1.2 KPG Psomas will prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.
- 1.3 KPG Psomas will prepare for and attend coordination/progress meetings with City staff at regular intervals during the project to discuss key issues and track progress (estimate 6 meetings). Additionally, conference calls will be scheduled to discuss key issues with the City as needed.

Task 1 Deliverables:

- Monthly invoices (6 months)
- Monthly progress reports (6 months)
- Meeting notes for Consultant/City Meeting

EXHIBIT C-1

Task 2 –Survey Base Mapping

Effort under this task includes the anticipated work necessary to develop a base map and establish right of way. It is anticipated that the following effort will be required:

- 2.1 Survey Control: Existing monuments and property markers will be located and horizontal and vertical control will be set, which will be used for mapping and control during construction.
- 2.2 Ground Survey of Limited Features: Includes the locations utilities, trees, street signs, utility poles, etc.

Measure downs and sketches will be provided for all storm sewer structures within the detailed mapping area as defined above. The first gravity storm sewer structures outside of the described limits will be surveyed as required to determine pipe elevations within the project limits.
- 2.3 Perform aerial mapping of proposed project area and develop DTM. Includes the locations of above ground surface features including curbs, pavement edges, pavement markings, visible utilities, trees, fences, mailboxes street signs, utility poles sidewalks, top and toe of slopes, water meters, clean-outs etc. Full roadway topography will also be captured.
- 2.3 Right of way: Right of way will be defined using existing street monumentation and their relationship to public records. Lot lines will be established using GIS data, if needed. This includes adjoining side streets where the design is proposed.
- 2.4 Develop Base Map: The above information will be combined into a design base map prepared in AutoCAD 2022 using KPG Psomas drafting standards.

Task 2 Deliverables:

- Electronic base map showing existing right-of-way, utility locations, surface features, and contours at 1-foot intervals.
- Title Reports for up to four (4) parcels.

Task 2 Assumptions:

- Base map will be prepared in AutoCAD 2022 using KPG Psomas drafting standards.
- Survey datum will be NAVD11
- KPG Psomas will utilize an outside utility locate company to field locate and mark utilities within the survey area.
- City utilities will be located by the City.
- Property corners will not be set as part of this Scope.
- Completing a Record of Survey is not included as part of this Scope.
- Rights-of-Entry for survey will be acquired by the City, if necessary.
- There will be no road improvements to Valley Ave E. If this is anticipated, additional ground survey may be necessary.

Task 3 – Irrigation Design

Effort under this task includes the anticipated work necessary to provide 60% and 90% Design Plans, Specifications and Cost Estimate.

- 3.1 60% Design PSE - using previously prepared conceptual layout plan as a starting point. Includes two (2) site visits for field locate and review of known existing irrigation piping routes.

EXHIBIT C-1

- a. Plan sheets will utilize composite ground/aerial survey mapping for base map.
 - b. 60% plan sheets will include sprinkler head layout, point of connection equipment location, irrigation zones and approx. location of new valves. It will not include piping or pipe sizing.
- 3.2 90% Design PSE – based on 60% design, this task will include QA/QC for submittal.
- a. 90% plan sheets will include piping, with a pipe size chart, it will not include individual pipe sizing. This will be provided at the final design (100%/bid)

It is anticipated that the final design drawings will include the following:

- 10-12 Irrigation Plans, 1 Schedule and 3 Detail Sheets

Task 3 Deliverables:

- 60% Irrigation Plans, Specifications (WSDOT format) and Estimate
- 90% Irrigation Plans, Specifications (WSDOT format) and Estimate

Task 3 Assumptions:

- Water connection will be from West Well Water main, either connecting to existing or to proposed new water line.
- Assume current water availability of 250gpm, design will be up to 200 GPM per 3” valve, bigger radius irrigation heads for lawn areas, smaller for planted areas.
- New meter, backflow preventor and controller will be included for the new system.
- Design will use the most current equipment (sprinkler heads) for water conservation, as much as feasible.
- Electrical power is available for new controller, from existing facilities or from new facility building on the south end of the cemetery property.
- Existing irrigation piping will be abandoned in place, existing irrigation heads will be removed as part of the construction phase. Reuse of irrigation equipment (heads, valves etc) will depend on condition and age of equipment.
- City to provide information for irrigation standards, and/or review recommendations if no standard is available.
- City to provide any available as-builts or information to assist in locating new irrigation piping.
- Schedule to include 2–3-week submittal review time for City Staff

PRIME CONSULTANT COST COMPUTATIONS
Client: BHC Consultants
Project Name: West Well and Cemetery Irrigation Project
KPG Psomas Inc. Project Number: 9BHC010500
Date: 3/16/2023

Task No.	Task Description	Labor Hour Estimate													Hours	Total Hours and Labor Cost Computations by Task
		Senior Project Manager Survey	Project Surveyor	Field Surveyor III	Field Surveyor I	Surveyor III	Spatial Tech Director	Geospatial Project Manager	Photo Compiler	Urban Design Manager	Project Landscape Architect	Landscape Technician	Senior CAD Technician	Office Admin		
		251	164	145	92	137	305	145	135	200	155	102	138	103		
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION																
1.1	Project Coordination (6 months)									6				4	10	\$ 1,612.00
1.2	Monthly Progress Reports									4					4	\$ 800.00
1.3	Coordination Meetings									8		8			16	\$ 2,416.00
Task Total		0	0	0	0	0	0	0	0	18	0	8	0	4	30	\$ 4,828.00
Task 2 - SURVEY BASE MAPPING																
2.1	Survey Control	1	4	16	16										37	\$ 4,699.00
2.2	Ground survey of utilities and limited features	2		40	8										50	\$ 7,038.00
2.3	Aerial mapping, ortho photos and DTM						2	23	49						74	\$ 10,560.00
2.4	Prepare base map with aerial mapping and ground survey	4				40									44	\$ 6,484.00
2.5	Calculate ROW and parcel lines	2	16												18	\$ 3,126.00
Task Total		9	20	56	24	40	2	23	49	0	0	0	0	0	223	\$ 31,907.00
Task 3 - IRRIGATION																
3.1	60% Design PSE, including (2) site visits									24		80	8		112	\$ 14,064.00
3.2	90% Design PSE, QA/QC									16	4	40	8		68	\$ 9,004.00
Task Total		0	0	0	0	0	0	0	0	40	4	120	16	0	180	\$ 23,068.00
Total Labor Hours and Fee		2,259	3,280	8,120	2,208	5,480	610	3,335	6,615	11,600	620	13,056	2,208	412	433	\$ 59,803.00

Subconsultants	
Aerial Flight	\$ 4,500.00
Utility Locates	\$ 2,000.00
Subtotal	\$ 6,500.00
Total Subconsultant Expense	\$ 6,500.00
Reimbursable Direct Non-Salary Costs	
Mileage at current IRS rate	\$ 200.00
Total Reimbursable Expense	\$ 200.00
Total Estimated Budget	\$ 66,503.00



Applied Professional Services, INC.

March 9, 2023

West Well Water Main Replacement and Cemetery Irrigation Improvements Project.

Project Scope: Potholing

APS, Inc. will utilize our Air Vacuum Excavation System to verify utilities at selected test-hole locations determined by **BHC Consultants**. This process is being performed to obtain utility and depth information for the projects design.

- APS, Inc. shall air core 6 locations using an 8" bit to provide information on surface thickness.
- Scope assumes that the core will be 0"-24" in depth.
- APS, Inc. to provide all necessary traffic control as well as permits for this work.
- Restoration will be a HMA patch at each cored location.
- Any ROE or Bonding will be provided by BHC Consultants prior to the work.

Deliverables: Potholing

- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
- Excel spread sheet containing all test-hole data for the project.
- All field notes with offsets shown in a hand drawn sketch.
- Photo of all Found Utilities.
- One and a quarter inch zinc washer left at grade where utility was found with measurements stamped into it.

SERVICE PROVIDED	COST / UNIT	EST. HRS/UNITS	TOTAL COST
PROJECT COORDINATION	\$ 100.00	10	\$ 1,000.00
TRAFFIC CONTROL PLANS	\$ 200.00	4	\$ 800.00
CORING	\$ 190.00	10	\$ 1,900.00
DUMPING FEE (per hole)	\$ 25.00	6	\$ 150.00
FLAGGING & TC (plus 10%)	\$ 220.00	10	\$ 2,420.00
PERMIT FEES (plus 10%)	\$ 1,500.00	1	\$ 1,650.00
TOTAL PROJECT ESTIMATE			\$ 7,920.00

Project Site Address

- Valley Ave E & 127th Ave CT E. Sumner, WA

Contact Information:

CLIENT :

BHC Consultants

Jordan Zier

950 Pacific Ave. Suite 905

Tacoma, WA 98402

(425) 351-1887

Authorization to Proceed

The undersigned hereby acknowledges the terms and conditions of this agreement and authorizes APS, Inc. to proceed according to the project scope and cost.

BHC Consultants

West Well Watermain Replacement and Cemetery Irrigation Improvements.

Name: _____

Date: _____

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

BHC Consultants, LLC

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

(1) Minimum wages.

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

(ii)

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in

section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

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

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

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

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

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

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

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SUBJECT: Stewart Road Bridge Acquisition - Manke Lumber

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$84,900

Within Budget Allocation: Yes

ATTACHMENTS:

1. Warranty Deed & Temporary Easement

STAFF CONTACT: Michael Kosa, City Engineer, Drew McCarty, Engineering Assistant

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to acquire a portion of thirteen parcels. The parcel directly south of Butte Avenue is the Manke Lumber manufacturing facility. The project will acquire right-of-way and temporary construction easement to construct and permanently maintain the new bridge structure. Other property acquisitions, including other property owned by Manke Lumber, will be forthcoming as agreements are negotiated and finalized.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 4/4/2023 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of property from Manke Timber Company, Inc., and authorizing the Mayor or her designee to execute any and all documents necessary to effectuate the purchase, and ratifying and confirming all prior acts consistent with this approval.

WARRANTY DEED

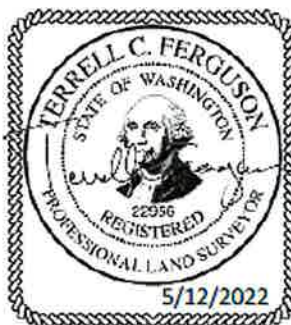
Exhibit A

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400412
MANKE TIMBER CO INC
RIGHT-OF-WAY ACQUISITION

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

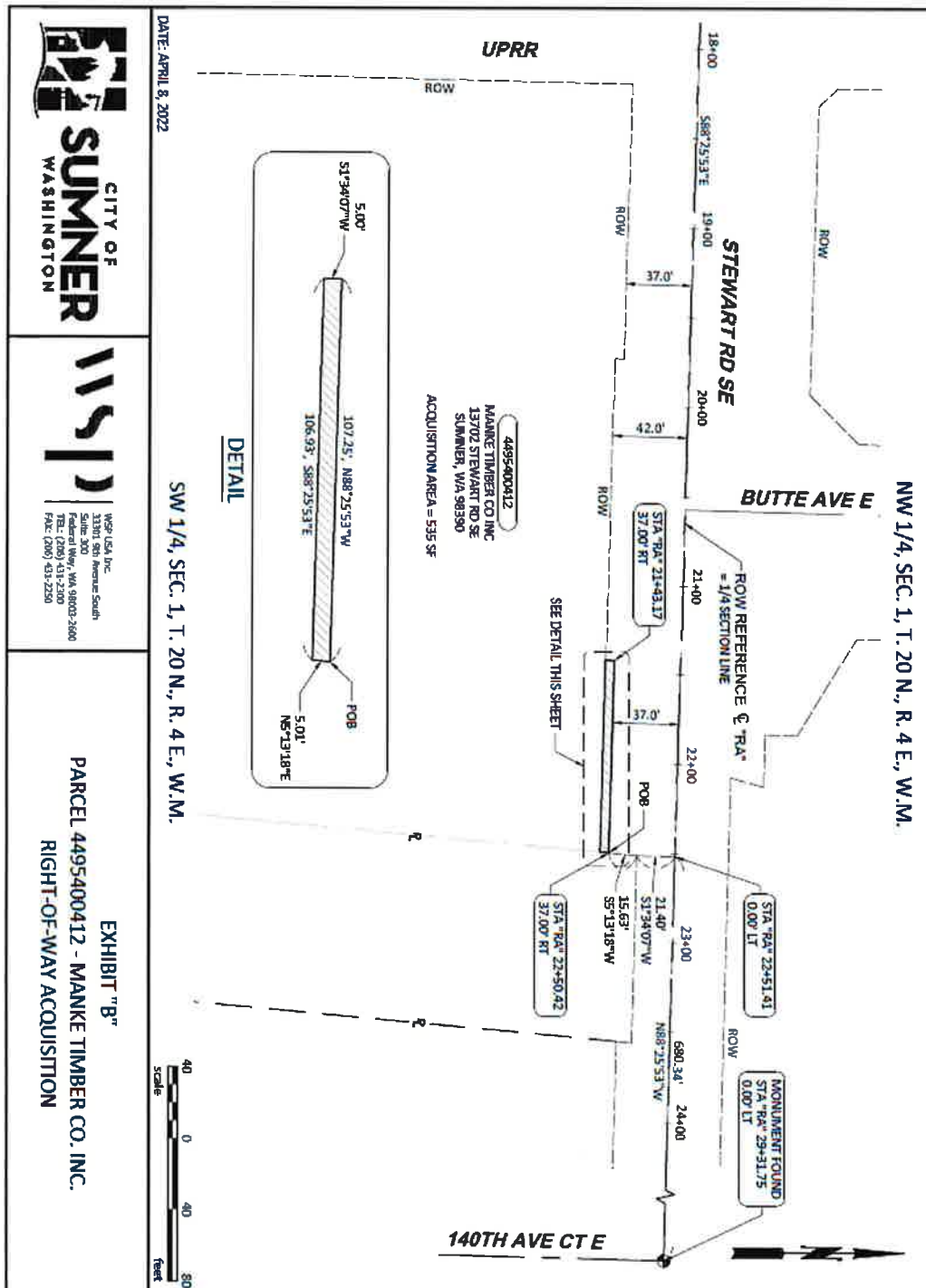
BEGINNING AT THE NORTHEAST CORNER OF PARCEL 4495400412;
THENCE SOUTH 05°13'18" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 5.01 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWARD RD, A DISTANCE OF 106.93 FEET;
THENCE NORTH 01°34'07" EAST, A DISTANCE OF 5.00 FEET, TO THE SOUTH RIGHT-OF-WAY-LINE OF STEWART RD;
THENCE SOUTH 88°25'53" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 107.25 FEET TO THE POINT OF BEGINNING.

Grantor's
Initials



WARRANTY DEED

Exhibit B



TEMPORARY EASEMENT

Exhibit A

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400412
MANKE TIMBER CO INC
TEMPORARY CONSTRUCTION EASEMENT

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

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 680.34 FEET; THENCE SOUTH 01°34'07" WEST A DISTANCE OF 21.40 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE; THENCE SOUTH 05°13'18" WEST, A DISTANCE OF 20.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°13'18" WEST, ALONG EAST LINE OF PARCEL 4495400412, A DISTANCE OF 25.55 FEET; THENCE NORTH 88°25'53" WEST, PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF STEWART ROAD, A DISTANCE OF 116.32 FEET; THENCE SOUTH 04°15'51" WEST, A DISTANCE OF 24.15 FEET; THENCE SOUTH 00°27'10" WEST, A DISTANCE OF 58.37 FEET; THENCE NORTH 88°26'29" WEST, A DISTANCE OF 107.41 FEET; THENCE NORTH 01°34'07" EAST A DISTANCE OF 60.00 FEET TO A POINT OF TANGENCY FOR A CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS TO THE LEFT OF 61.00 FEET, THROUGH A CENTRAL ANGLE OF 51°53'53", AN ARC DISTANCE OF 55.25 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID STEWART ROAD SE; THENCE SOUTH 88°25'53" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 248.71 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials

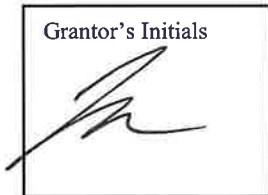
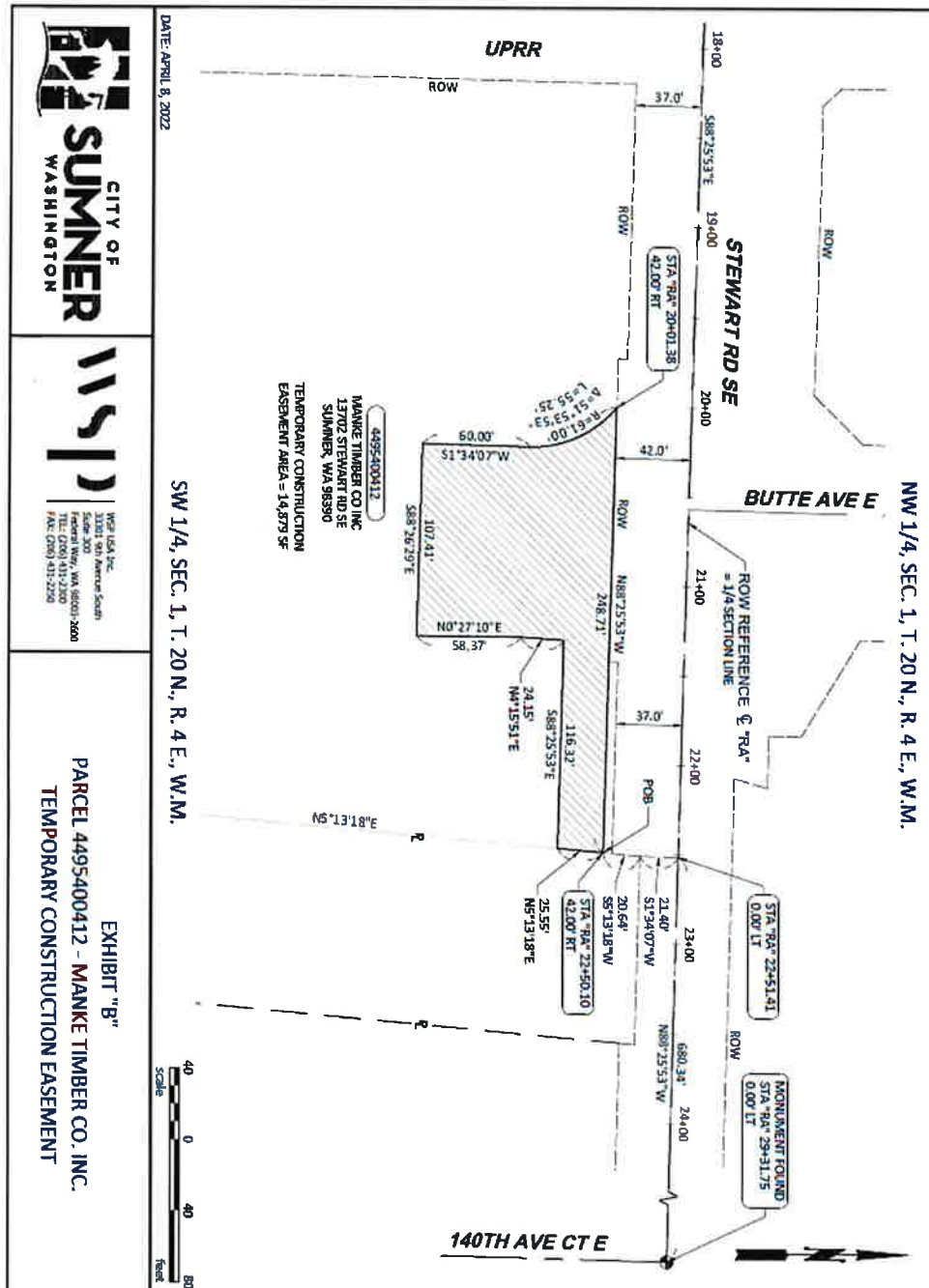


Exhibit B



REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner Public Works Department 1104 Maple Street, Suite 260 Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Manke Timber Company, Inc. 1717 Marine View Drive Tacoma, WA 98422-4104		TIN/SSN:	SIGNATURE (IN INK) FOR EACH CLAIMANT 	DATED 3-8 2023
PROJECT NO. AND TITLE City of Sumner, Steward Road Bridge Replacement		PARCEL NO. 4495400412		
FEDERAL AID NO. STPUL-3290(011)		PARCEL NO. 4495400412		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT	
LAND: Land Conveyed Fee: 535 SF Temporary Easement: 14,879 SF		+	\$7,600.00 \$75,700.00	
IMPROVEMENTS: Grass & Pavement		+	\$1,600.00	
DAMAGES: Cost to Cure Proximity Other		+		
		+		
		+		
SPECIAL BENEFITS				
JC (Just Compensation) Amount			\$84,900.00	
REMAINDER: Uneconomic Remnant Excess Acquisition		+		
		+		
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other				
ADMINISTRATIVE SETTLEMENT		+		
STATUTORY EVALUATION ALLOWANCE		+		
ESCROW FEE		+		
REAL ESTATE EXCISE TAX		+		
OTHER:		+		
ACQUISITION AGENT Julie Brown		DATE 3/8/23	Voucher No.	TOTAL AMOUNT PAID \$84,900.00
AUTHORIZED AGENT FOR AGENCY Kathy Hayden		DATE 3/29/23		

LPA-32110/2014

SUBJECT: Stewart Road Bridge Acquisition - Riverside Baptist Church

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$33,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Warranty Deed & Temporary Easement

STAFF CONTACT: Michael Kosa, City Engineer, Drew McCarty, Engineering Assistant

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to acquire a portion of thirteen parcels. The parcel at the southwest corner of Stewart Road and 140th Avenue Court East is the Riverside Free Will Baptist Church. The project will acquire right-of-way and temporary construction easement to construct and permanently maintain the new bridge structure. Other property acquisitions will be forthcoming as agreements are negotiated and finalized, but this completes all acquisitions needed for the project from the Church.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 4/4/2023 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of property from Riverside Free Will Baptist Church, and authorizing the Mayor or her designee to execute any and all documents necessary to effectuate the purchase, and ratifying and confirming all prior acts consistent with this approval

WARRANTY DEED

Exhibit A-1

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420013015
RIVERSIDE FREE WILL BAPTIST CHURCH
RIGHT-OF-WAY ACQUISITION

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

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 0420013015;
THENCE SOUTH 88°25'53" EAST, ALONG THE NORTH LINE OF SAID PARCEL 0420013015 A DISTANCE OF 15.00 FEET;
THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 88°25'53" WEST, A DISTANCE OF 14.96 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 0420013015;
THENCE NORTH 01°08'34" EAST, ALONG THE WEST LINE OF SAID PARCEL 0420013015 A DISTANCE OF 5.00 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL 0420013015 AND THE POINT OF BEGINNING.

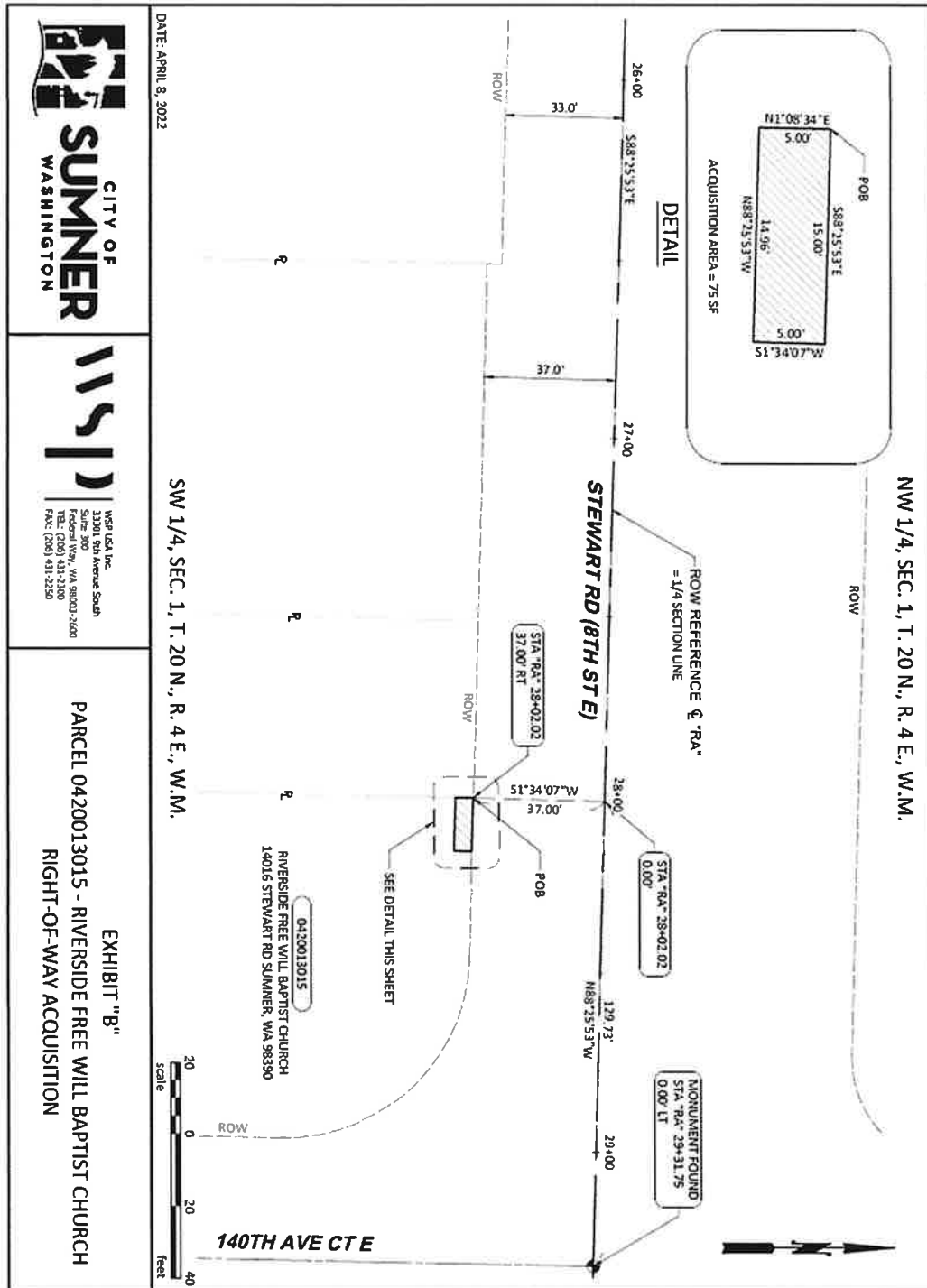
Grantor's
Initials

Ban



WARRANTY DEED

Exhibit B-1



WARRANTY DEED

Exhibit A-2

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420013030
RIVERSIDE FREE WILL BAPTIST CHURCH
RIGHT-OF-WAY ACQUISITION

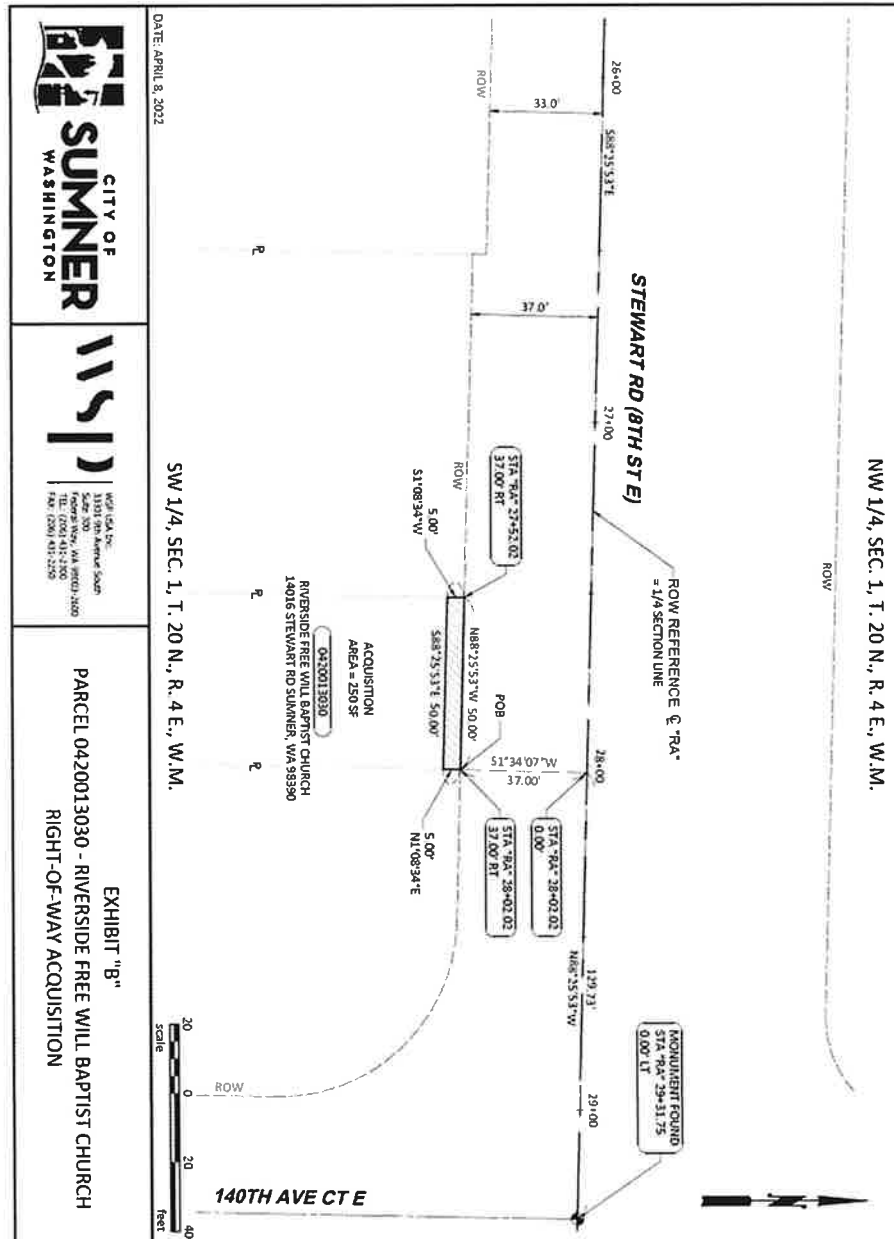
THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 0420013030;
THENCE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013030, A DISTANCE OF 5.00 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE A DISTANCE OF 50.00 FEET, TO A POINT ON THE WEST LINE OF SAID PARCEL 0420013030;
THENCE NORTH 01°08'34" EAST, A DISTANCE OF 5.00 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL 0420013030;
THENCE SOUTH 88°25'53" EAST, ALONG THE NORTH LINE OF SAID PARCEL 0420013030 A DISTANCE OF 50.00 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL 0420013030, AND THE POINT OF BEGINNING.

Grantor's Initials

BAW



Exhibit B-2

WARRANTY DEED

Exhibit A-3

LEGAL DESCRIPTION
PARCEL 0420013031
RIVERSIDE FREE WILL BAPTIST CHURCH
RIGHT-OF-WAY ACQUISITION

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

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 0420013031;
THENCE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013031, A DISTANCE OF 5.00 FEET;
THENCE NORTH 88°25'53" WEST PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE, A DISTANCE OF 10.04 FEET;
THENCE NORTH 01°34'07" EAST, A DISTANCE OF 5.00 FEET, TO A POINT ON THE NORTH LINE OF SAID PARCEL 0420013031;
THENCE SOUTH 88°25'53" EAST, ALONG THE NORTH LINE OF SAID PARCEL 0420013031 A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 0420013031, AND THE POINT OF BEGINNING.

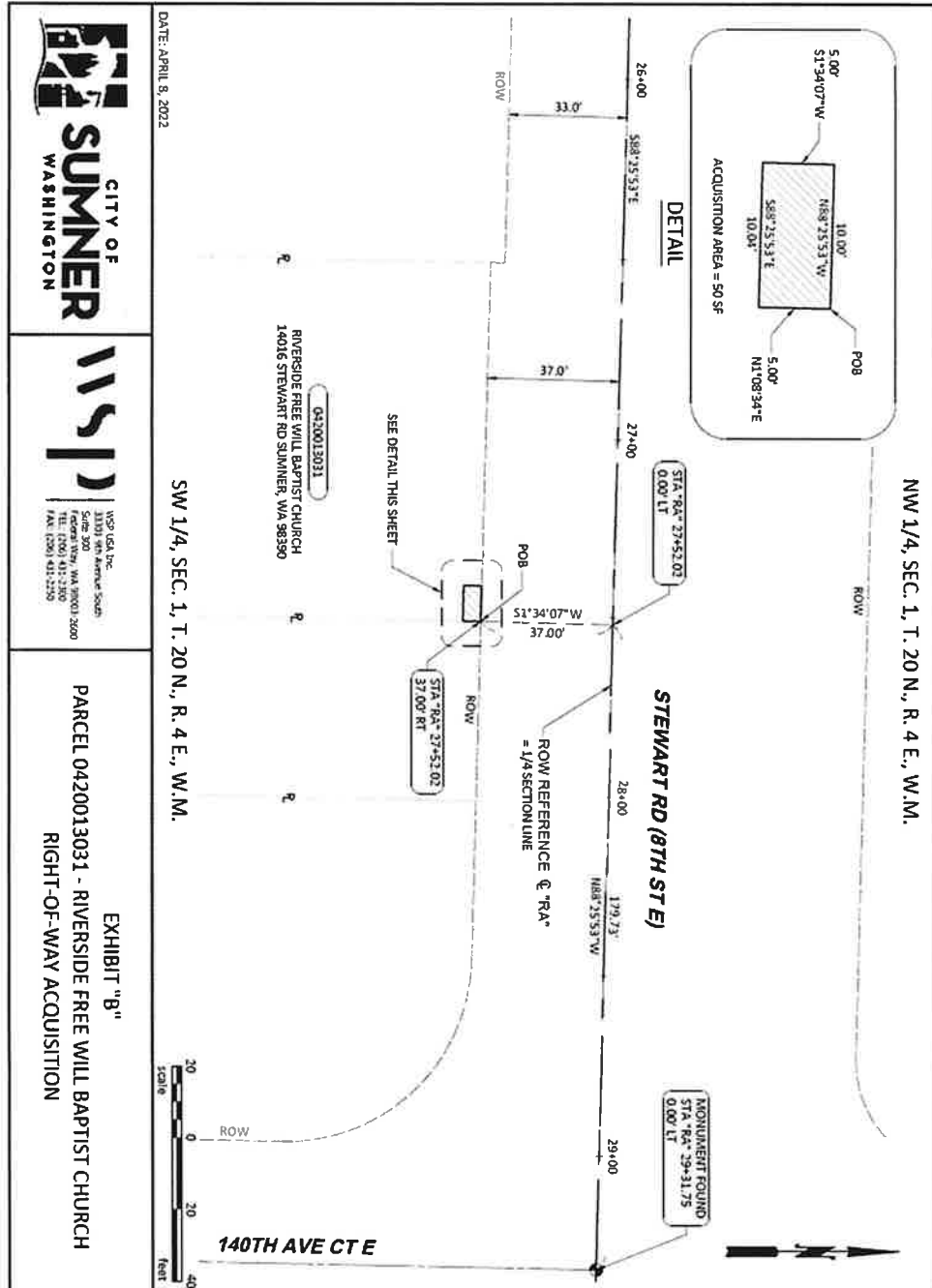
Grantor's Initials

BAN



WARRANTY DEED

Exhibit B-3



TEMPORARY EASEMENT

Exhibit A-1

**EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420013015
RIVERSIDE FREE WILL BAPTIST CHURCH
TEMPORARY CONSTRUCTION EASEMENT**

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

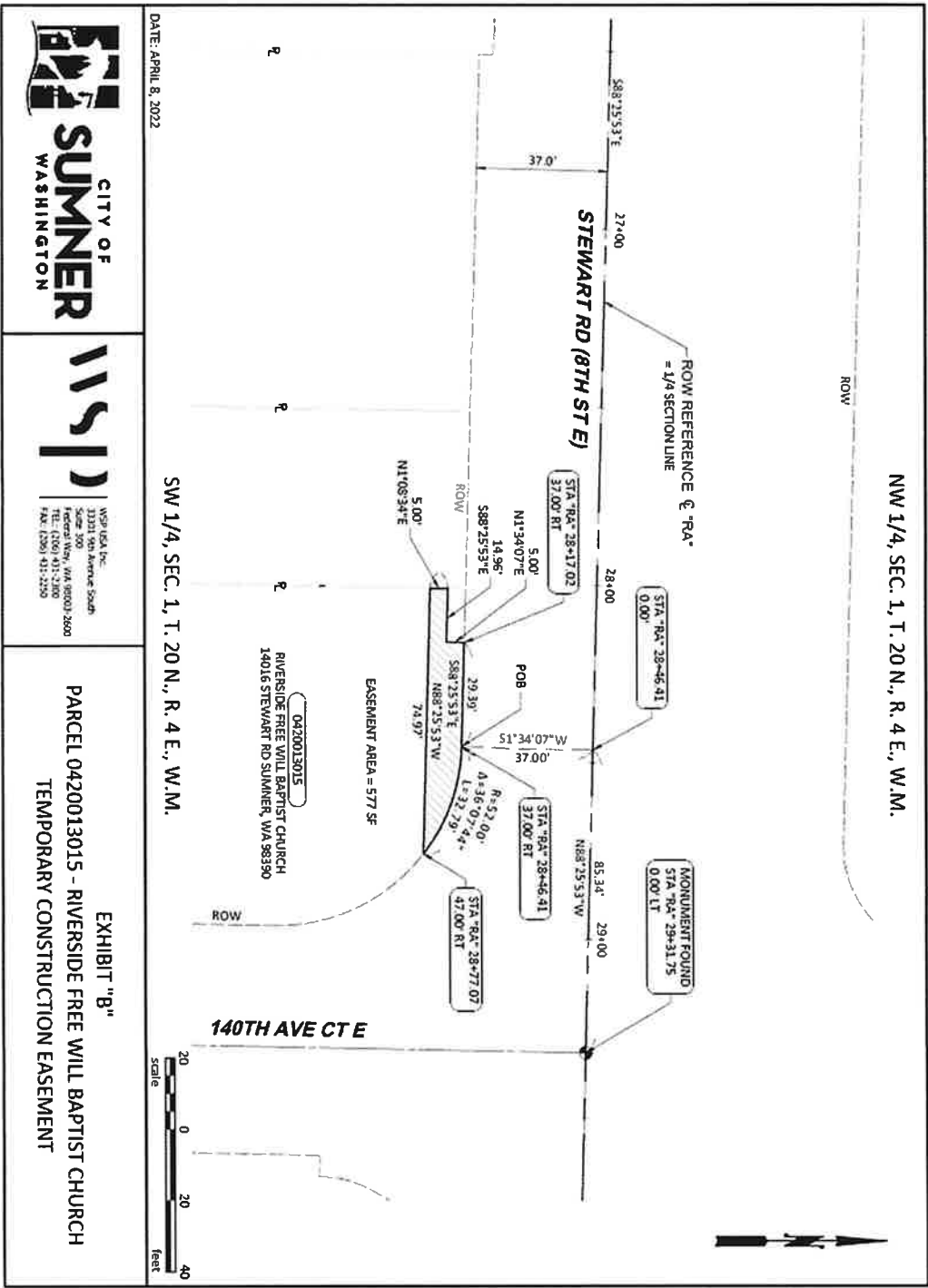
COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 85.34 FEET; THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 37.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE, SAID POINT BEING A POINT OF TANGENCY AND THE TRUE POINT OF BEGINNING, HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 36°07'44", AN ARC DISTANCE OF 32.79 FEET; THENCE NORTH 88°25'53" WEST, A DISTANCE OF 74.97 FEET TO A POINT ON THE WEST LINE OF PARCEL 0420013015; THENCE NORTH 01°08'34" EAST, ALONG THE SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 14.96 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 5.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE; THENCE SOUTH 88°25'53" EAST, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 29.39 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials




TEMPORARY EASEMENT

Exhibit B-1



TEMPORARY EASEMENT

Exhibit A-2

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 0420013030

RIVERSIDE FREE WILL BAPTIST CHURCH

TEMPORARY CONSTRUCTION EASEMENT

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

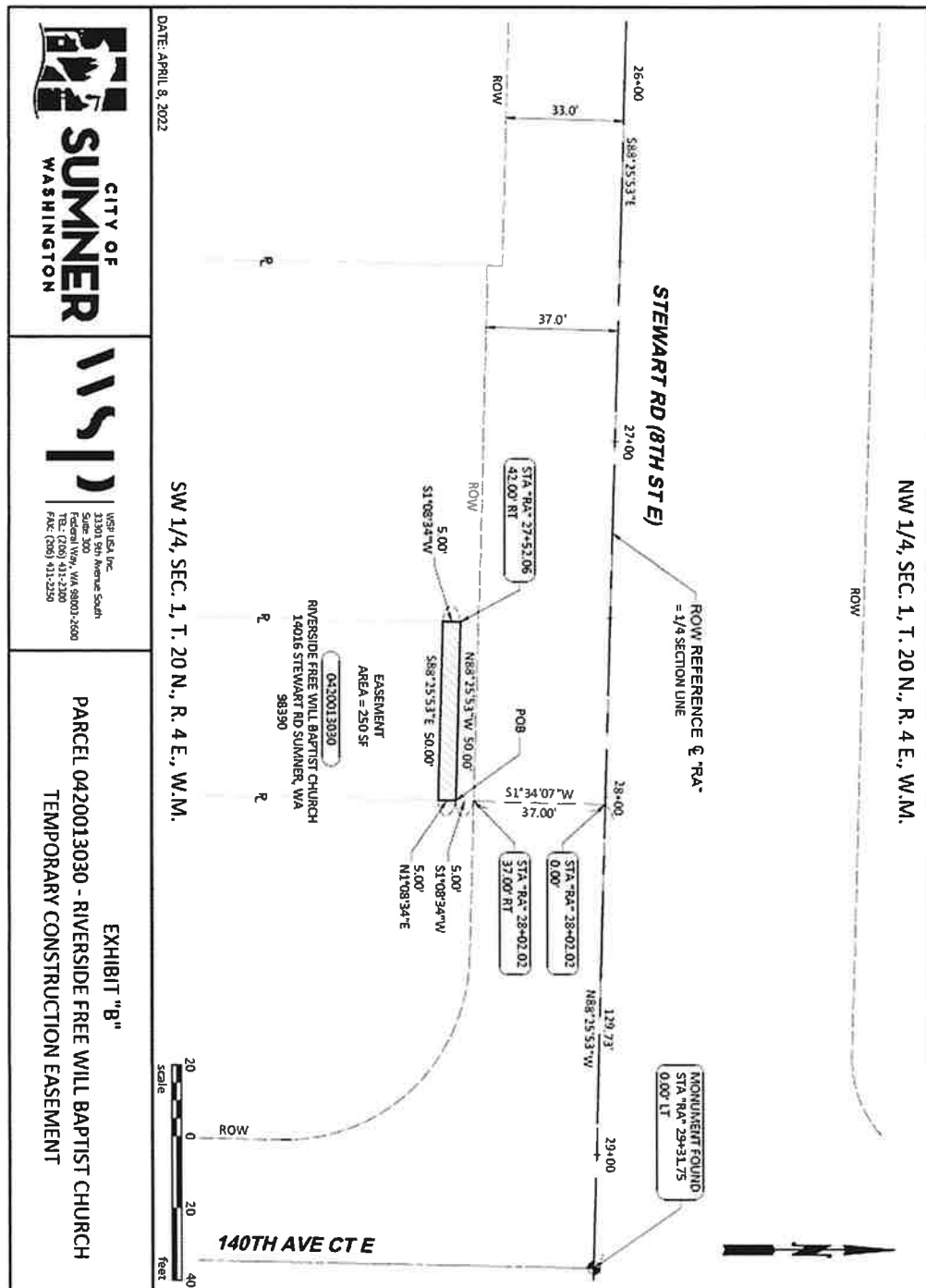
COMMENCE AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 129.73 FEET; THENCE SOUTH 01°34'07" WEST A DISTANCE OF 37.00 FEET TO THE NORTHEAST CORNER OF PARCEL 0420013030; THENCE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013030 A DISTANCE OF 5.00 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 5.00 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART ROAD SE A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 0420013030;
THENCE NORTH 01°08'34" EAST ALONG THE WEST LINE OF SAID PARCEL 0420013030, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 88°25'53" EAST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials




TEMPORARY EASEMENT

Exhibit B-2



TEMPORARY EASEMENT

Exhibit A-3

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 0420013031

RIVERSIDE FREE WILL BAPTIST CHURCH

TEMPORARY CONSTRUCTION EASEMENT

SHEET 1 OF 2

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

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE
CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF
SAID STEWART RD SE, A DISTANCE OF 189.73 FEET; THENCE SOUTH 01°34'07" WEST, A
DISTANCE OF 37.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID
STEWART RD SE AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 10.04 FEET TO A POINT ON THE EAST LINE OF
PARCEL 0420013031;
THENCE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013031, A
DISTANCE OF 5.00 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID
STEWART ROAD SE, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF SAID
PARCEL 0420013031;
THENCE NORTH 01°08'34" EAST, ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 10.00
FEET TO THE NORTHWEST CORNER OF SAID PARCEL 0420013031;
THENCE SOUTH 88°25'53" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD
SE, A DISTANCE OF 90.00 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials




TEMPORARY EASEMENT

EXHIBIT A-3 continued

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420013031
RIVERSIDE FREE WILL BAPTIST CHURCH
TEMPORARY CONSTRUCTION EASEMENT
SHEET 2 OF 2

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

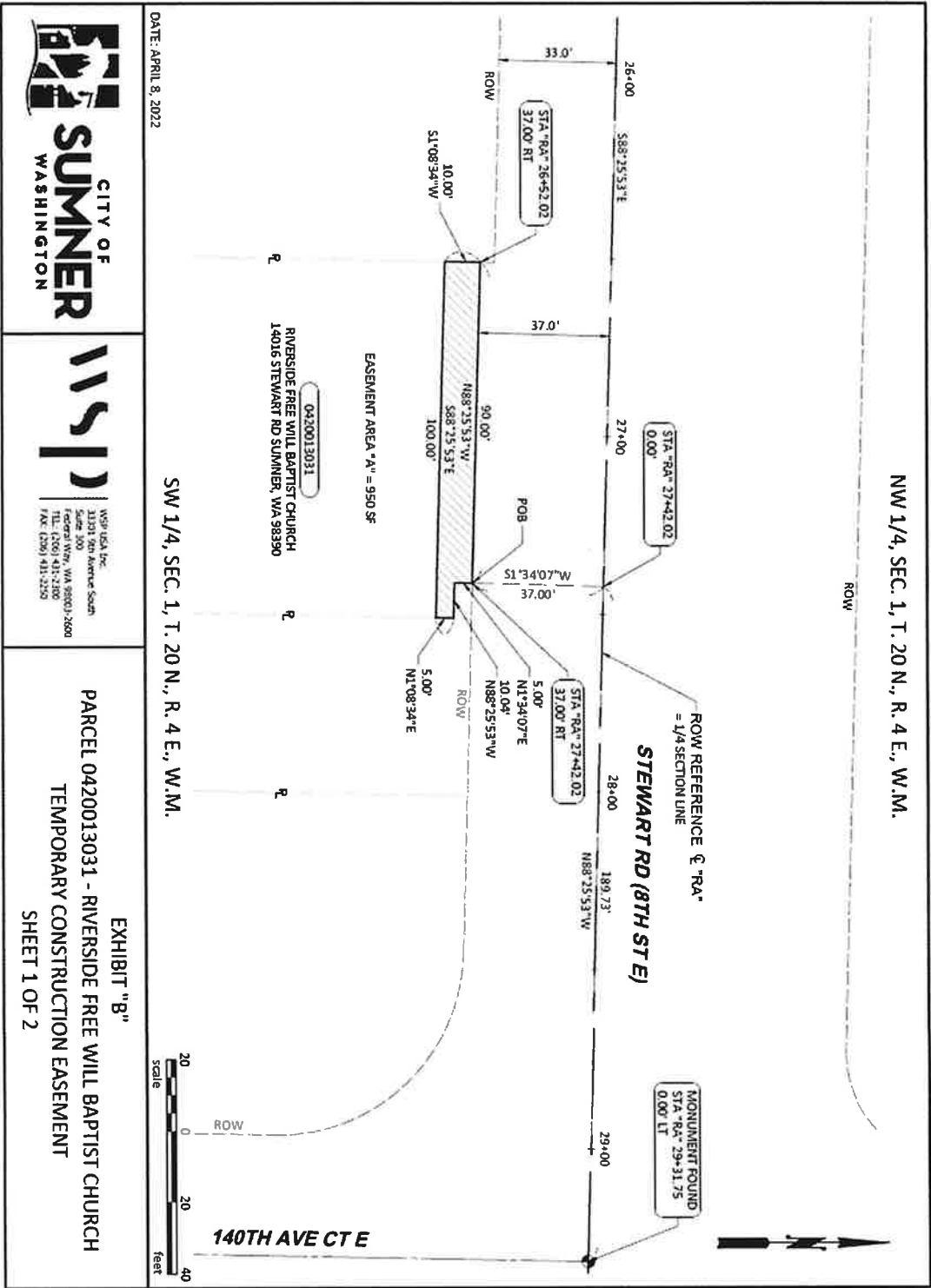
COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE SOUTH 01°08'34" WEST, ALONG THE CENTERLINE OF SAID 140TH AVE CT E, A DISTANCE OF 415.02 FEET TO THE CENTERLINE OF 140TH AVE E; THENCE NORTH 88°25'53" WEST, ALONG SAID CENTERLINE OF 140TH AVE E, A DISTANCE OF 237.40 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 140TH AVE E AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88°25'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 140TH AVE E, A DISTANCE OF 9.97 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE OF 140TH AVE E, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 89°34'27", AN ARC DISTANCE OF 51.59 FEET TO A POINT ON THE WEST LINE OF PARCEL 0420013031; THENCE NORTH 01°08'34" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 18.25 FEET; THENCE SOUTH 38°37'45" EAST, A DISTANCE OF 66.78 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF 140TH AVE E AND THE TRUE POINT OF BEGINNING.

Grantor's Initials



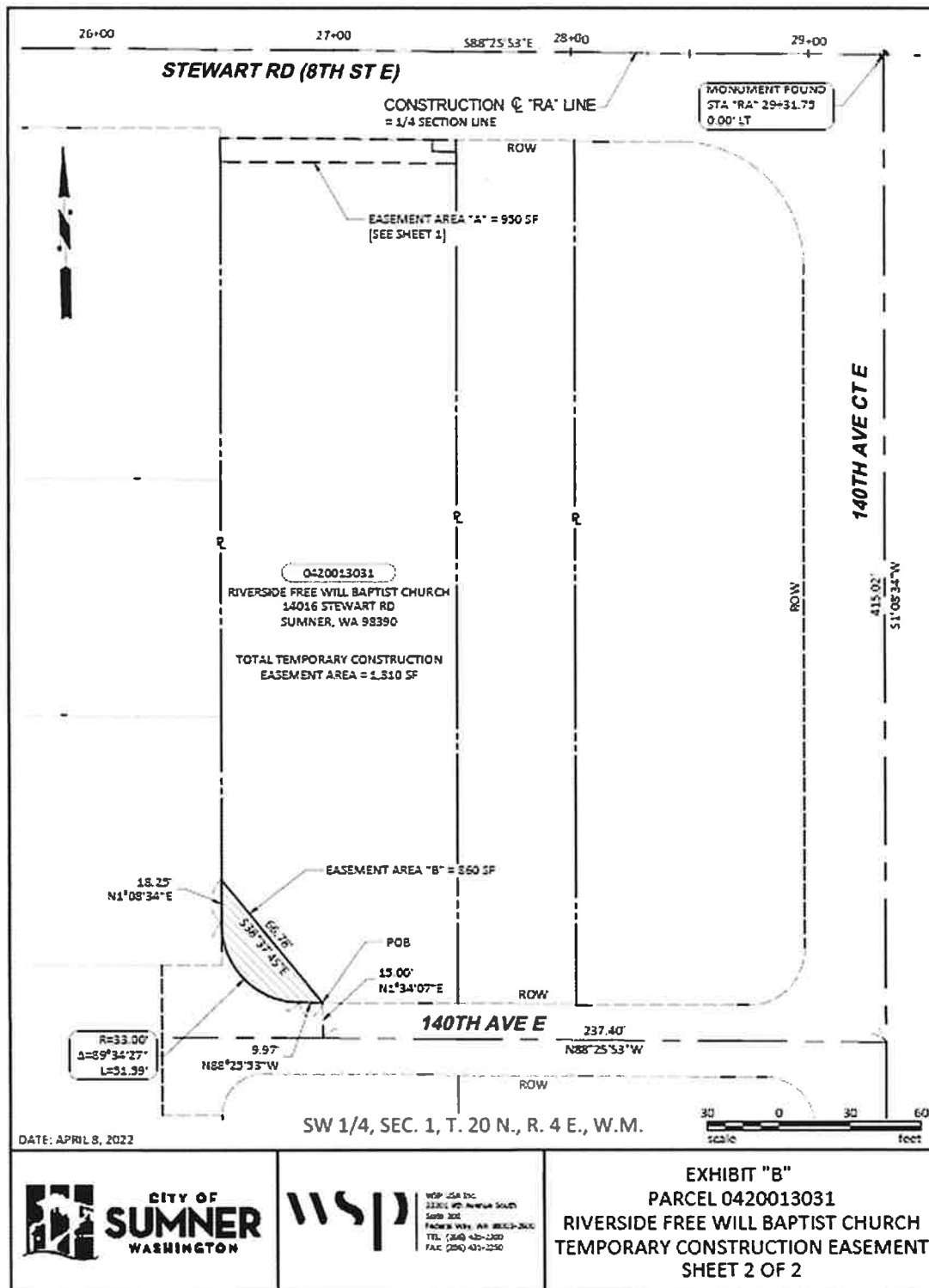

TEMPORARY EASEMENT

Exhibit B-3

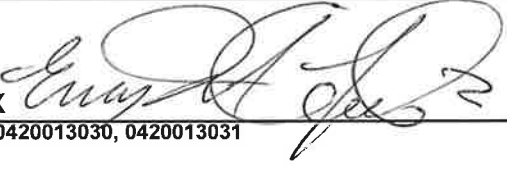


TEMPORARY EASEMENT

Exhibit B-3 continued



REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner Public Works Department 1104 Maple Street, Suite 260 Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT 	
GRANTOR OR CLAIMANT (NAME, ADDRESS) Riverside Free Will Baptist Church 14016 Stewart Rd. Sumner, WA 98390 14024		TIN/SSN: X	
PROJECT NO. AND TITLE City of Sumner, Stewart Road Bridge Replacement Project		X 	
FEDERAL AID NO.: NA		PARCEL NO. 0420013015, 0420013030, 0420013031	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED \$ AMOUNT	
LAND: 0420013015, 0420013030, 0420013031 (Fee: 375 SF) 0420013015, 0420013030, 0420013031 (TCE: 2,637 SF)		\$8,300.00 \$21,100.00	
IMPROVEMENTS: Grass		+ \$600.00	
DAMAGES: Cost to Cure Proximity Other		+ + +	
SPECIAL BENEFITS			
JC (Just Compensation) Amount		\$30,000.00 Rounded	
REMAINDER: Uneconomic Remnant Excess Acquisition		+ +	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other			
ADMINISTRATIVE SETTLEMENT		+ \$3,000.00	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT: Julie Brown	DATE 3/13/25	Voucher No.	TOTAL AMOUNT PAID \$33,000.00 Rounded
AUTHORIZED AGENT FOR AGENCY: Kathy Hayden	DATE 3/29/23		

LPA-321 10/2014

SUBJECT: Approval of checks/electronic payments for year-end 2022, in the amount of [\\$10,871,284.84](#).

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 2022 Year End Voucher Approvals

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Claims voucher register for year end 2022.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL

City of Sumner Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 29306-30076, 30078,	To: 30165-30166, 30283	\$4,461,300.81
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$10,534.47
Voided Check(s)/EFTs	459	and 469	\$0.00
AP Electronic (EFTs) Payments:	From: 440	To: 488	\$2,594,014.23
AP Wire(s):	From: 15208	To: 15226	\$487,647.78
Payroll & Benefits Electronic Payments	From: 9/20/2022	To: 12/19/2022	\$3,288,568.50
Payroll & Benefits Checks	From: 9/20/2022	To: 12/19/2022	\$29,219.05
		TOTAL	\$10,871,284.84

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

4/10/2023 | 12:57 PM PDT

Date

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

\$10,871,284.84

DocuSigned by:

Patricia Cole

Chair

4/9/2023 | 8:57 PM PDT

Date

DocuSigned by:

Barbara Bitetto

Committee Member

4/6/2023 | 9:40 PM PDT

Date

DocuSigned by:

Edward

Committee Member

4/9/2023 | 2:29 PM PDT

Date

SUBJECT: Approval of checks/electronic payments in the amount of [\\$2,074,196.39](#).

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Voucher Signature Page

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Claims voucher approval.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 30602	To: 30700	\$511,313.82
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$4,837.47
Voided Check(s)/EFTs	-	and -	\$0.00
AP Electronic (EFTs) Payments:	From: 527	To: 532	\$722,713.88
AP Wire(s):	From: 15245	To: 15250	\$1,799.51
Payroll & Benefits Electronic Payments	From: 4/6/2023	To: 4/19/2023	\$821,441.71
Payroll & Benefits Checks	From: 4/6/2023	To: 4/19/2023	\$12,090.00
		TOTAL	\$2,074,196.39

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

4/10/2023 | 12:57 PM PDT

Date

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

\$2,074,196.39

DocuSigned by:

Patricia Cole

Chair

4/9/2023 | 9:05 PM PDT

Date

DocuSigned by:

Barbara Bitetto

Committee Member

4/6/2023 | 9:41 PM PDT

Date

DocuSigned by:

E. Stead

Committee Member

4/9/2023 | 2:23 PM PDT

Date

SUBJECT: Approval of the minutes from the April 3, 2023 regular council meeting and April 10, 2023 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - April 3, 2023 regular meeting
2. Minutes - April 10, 2023 study session

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the last two council meetings.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as written.



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

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Development Services Director Doug Beagle, Public Works Director Mike Dahlem, Communications Director Carmen Palmer, Economic and Community Development Director Ryan Windish, Deputy City Attorney Maili Barber, Deputy Chief Andy McCurdy and City Clerk Michelle Converse

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00PM.

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

PROCLAMATION

Animal Care / Control Officers Week was read into the record by Deputy Chief McCurdy. Support Services Manager Mark Creley and Animal Control Officer Kacy Alban accepted the Proclamation.

CONSENT AGENDA

MOVED BY HOCHSTATTER SECONDED BY NEUMAN TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Resolution No. 1653 – Tactical Response Team Interlocal Agreement
2. Resolution No. 1656 – Interlocal Agreement for Inmate Housing with Sunnyside, WA
3. Approval of the minutes from the regular council meeting of March 20, 2023 and March 27, 2023 study session.

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. Unfinished Business

2.

a. Ordinance No. 2847 – Franchise Agreement with Fatbeam

MOVED BY STUARD SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE 2487, AUTHORIZING A FRANCHISE AGREEMENT BETWEEN THE CITY OF SUMNER AND FATBEAM.

City Attorney addressed the council.

PASSED BY ROLL CALL VOTE.

3. **Public Comment**

There was none tonight.

4. **New Business**

a. Forestry & Parks Commission Reappointment

MOVED BY REED SECONDED BY HOCHSTATTER TO APPROVE BEN BRIDGES TO A FOUR-YEAR TERM ON THE FORESTRY AND PARKS COMMISSION.

Economic & Community Development Director addressed the council and introduced Mr. Bridges.

PASSED BY ROLL CALL VOTE.

b. Cultural Arts Commission Appointment

MOVED BY BITETTO SECONDED BY NEUMAN TO APPROVE NOLAN BAILEY TO A FOUR-YEAR TERM ON THE CULTURAL ARTS COMMISSION.

Economic & Community Development Director addressed the council. Mr. Bailey wasn't able to attend the meeting but did call in to thank the council for their support of the arts.

PASSED BY ROLL CALL VOTE.

c. Cultural Arts Commission Reappointment

MOVED BY NEUMAN SECONDED BY HOCHSTATTER TO APPROVE DONNA HARDTKE TO A FOUR-YEAR TERM ON THE CULTURAL ARTS COMMISSION.

Economic & Community Development Director addressed the council.

PASSED BY ROLL CALL VOTE.

d. Cultural Arts Commission Reappointment

MOVED BY COLE SECONDED BY HOCHSTATTER TO APPROVE BEN HAINES TO A FOUR-YEAR TERM ON THE CULTURAL ARTS COMMISSION.

Economic & Community Development Director addressed the council. Mr. Haines on behalf of the library, thanked the council for the opportunity and looks forward to the continued partnership.

PASSED BY ROLL CALL VOTE.

e. Ordinance No. 2852 – Amending Sumner Municipal Code Chapter 6: Animal Control

MOVED BY BROWN SECONDED BY HOCHSTATTER TO ADOPT ORDINANCE NO. 2852, REVISING SECTIONS OF SMC CHAPTER 6, ANIMAL CONTROL, SUBSTANTIALLY IN THE FORM AS APPROVED BY THE CITY ATTORNEY.

Deputy City Attorney Maili Barber addressed the council.

PASSED BY ROLL CALL VOTE.

5. Reports

a. Council

Councilmember Neuman had nothing to report tonight.

Councilmember Cole had no report tonight.

Deputy Mayor Hochstatter had a great time at the parade and complimented the Public Works staff for getting the City ready. All in all, it was a great community event.

Councilmember Stuard had no report tonight.

Councilmember Bitetto thanked the newly reappointed/appointed commissioners for their time. It is so valuable.

Councilmember Brown also thanked those who volunteer.

Councilmember Reed thanked the commissioners and the parade volunteers. The parade was another great event, people really enjoyed themselves.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- April 10, 2023 – Study Session
 - Library Capital Facilities Area Process
 - 6-Year Transportation Improvement Plan
 - 2024 Comprehensive Plan Update
- April 17, 2023 – Regular Council Meeting
 - Proclamation for Arbor Day
 - Proclamation recognizing 100 year anniversary of United Way Pierce County
 - Public Hearing for 6-Year Transportation Improvement Plan
 - Stewart Road Bridge PSE Agreement
 - West Well Watermain & Cemetery Irrigation - Consultant Contract Award
 - Sumner Texaco Heritage Park Remediation - Consultant Services Amendment
 - Stewart Road Bridge Easement Acquisition - Manke Lumber
 - Stewart Road Bridge Easement Acquisition - Riverside Baptist Church
 - Ordinance amending the Small Subdivisions & Pipestem Lots Code
 - Lodging Tax Advisory Committee Appointments

Miscellaneous:

- The Community Summit is April 18th. Please let Michelle know if you would like to attend and we will make sure that you are registered, and notice provided if necessary.
- The AWC Conference is June 20-23 in Spokane. Registration opens later this month. If you are interested in attending the conference, please contact me so that we can discuss registration and travel arrangements.
- Today started the utility and woonerf construction of the Main Street intersection. Traffic is currently closed eastbound at the railroad tracks. Please make sure to follow our project page and social media for weekly construction updates.

c. **Mayor**

Mayor Hayden reminded the council and viewing public of upcoming April events:

April 8, from 10-1pm is the Shred and Clean. This will take place behind City Hall in the employee parking lot. Thank you to Daffodil Lions and LeMay Shredding.

April 18th the Community Summit, from 5-8pm at Calvary Community Church

Applications are being accepted for the Police Citizens Academy beginning in May.

For more information, Mayor Hayden referred everyone to our website, www.sumnerwa.gov.

6. Executive Session

7. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 6:30pm. Councilmembers concurred.

ATTEST:

Michelle Converse, City Clerk

Kathy Hayden, Mayor

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

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Communications Director Carmen Palmer, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Deputy City Attorney Maili Barber, City Engineer Michael Kosa and Senior Planner Ann Seigenthaler

Mayor Hayden called to order the Study Session, at 6:01pm.

CALL TO ORDER

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

DEPUTY MAYOR HOCHSTATTER WAS ABSENT.

REGULAR BUSINESS

1. 2024 Comprehensive Plan Update – Docket & Outreach Plan
2. Resolution No. 1657 – 2024 – 2029 Six-Year Transportation Improvement Program Annual Update
3. Library Capital Facility Area Do's and Don'ts

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 7:37pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Reappointment of Civil Service Commission (Dobb)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The Mayor is seeking the re-appointment of Michael Dobb to the Civil Service Commission for a term ending March 31, 2027. Mr.Dobb originally was appointed to the Civil Service Commission to fulfill the term of Commissioner Hammermaster, who unexpectedly passed away.

The Civil Service Commission consists of three members and is responsible for administration of human resources policies and practices in areas of competitive testing, conducting investigations and hearings, position classification, and any other matter of general personnel administration subject to the provisions of the State statute and Civil Service Rules.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the Mayor's reappointment of Mr. Dobb to serve a 4-year term on the Civil Service Commission, with a term ending in April of 2027,

SUBJECT: Reappointment to the Sumner Lodging Tax Advisory Committee (Burke)

CATEGORY: Motion

BUDGET IMPACT:

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Most of Sumner's lodging tax funding (5% tax) continues to go to Pierce County for allocation. Sumner still receives a smaller 2% shared sales tax that is the State Transient Rental tax. In order to use this funding, Sumner must still follow State rules to form a Lodging Tax Advisory Committee (LTAC) to provide feedback to the Council. Per RCW 67.28,

1. One member shall be an elected official of the city of Sumner, who shall serve as chair; (Deputy Mayor Hochstatter-selected by Council with the committee selection process)
2. Two members shall be representatives of businesses required to collect tax under this chapter;
3. Two members shall be persons involved in activities authorized to be funded by revenue received under this chapter.

The members must be confirmed annually.

Mayor Hayden recommends reappointing Dean Burke of Travel Tacoma Mt Rainier to fill one of the representatives of persons involved in activities authorized to be funded by revenue received.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Mayor Hayden's recommendation to reappoint Dean Burke to the Sumner Lodging Tax Advisory Committee for a term of one-year.

SUBJECT: Reappointment to the Sumner Lodging Tax Advisory Committee (Sutton)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Most of Sumner's lodging tax funding (5% tax) continues to go to Pierce County for allocation. Sumner still receives a smaller 2% shared sales tax that is the State Transient Rental tax. In order to use this funding, Sumner must still follow State rules to form a Lodging Tax Advisory Committee (LTAC) to provide feedback to the Council. Per RCW 67.28,

1. One member shall be an elected official of the city of Sumner, who shall serve as chair; (Deputy Mayor Hochstatter-selected by Council with the committee selection process)
2. Two members shall be representatives of businesses required to collect tax under this chapter;
3. Two members shall be persons involved in activities authorized to be funded by revenue received under this chapter.

The members must be confirmed annually.

Mayor Hayden recommends reappointing Trevor Sutton of Sumner's Candlewood Suites to fill one of the representatives of businesses required to collect tax.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Mayor Hayden's recommendation of reappointing Trevor Sutton to the Sumner Lodging Tax Advisory Committee for a term of one-year.

SUBJECT: Reappointment to the Sumner Lodging Tax Advisory Committee
(Anderson)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Most of Sumner's lodging tax funding (5% tax) continues to go to Pierce County for allocation. Sumner still receives a smaller 2% shared sales tax that is the State Transient Rental tax. In order to use this funding, Sumner must still follow State rules to form a Lodging Tax Advisory Committee (LTAC) to provide feedback to the Council. Per RCW 67.28,

1. One member shall be an elected official of the city of Sumner, who shall serve as chair; (Councilmember Hochstatter-selected by Council with the committee selection process)
2. Two members shall be representatives of businesses required to collect tax under this chapter;
3. Two members shall be persons involved in activities authorized to be funded by revenue received under this chapter.

The members must be confirmed annually.

Mayor Hayden recommends reappointing Meilee Anderson of Visit Rainier to fill one of the representatives of persons involved in activities authorized to be funded by revenue received.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Mayor Hayden's recommendation to reappoint Meilee Anderson to the Sumner Lodging Tax Advisory Committee for a term of one-year.

SUBJECT: Commission Appointment to the Sumner Lodging Tax Advisory Committee (Lopez)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Lopez Application

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Most of Sumner's lodging tax funding (5% tax) continues to go to Pierce County for allocation. Sumner still receives a smaller 2% shared sales tax that is the State Transient Rental tax. In order to use this funding, Sumner must still follow State rules to form a Lodging Tax Advisory Committee (LTAC) to provide feedback to the Council. Per RCW 67.28.

1. One member shall be an elected official of the city of Sumner, who shall serve as chair; (Deputy Mayor Hochstatter-selected by Council with the committee selection process)
2. Two members shall be representatives of businesses required to collect tax under this chapter;
3. Two members shall be persons involved in activities authorized to be funded by revenue received under this chapter.

The members must be confirmed annually.

Mayor Hayden recommends appointing Carmelo Lopez of Sumner's Holiday Inn Express & Suites to fill one of the representatives of businesses required to collect tax. Mr. Lopez is the hotel's General Manager and previously served on the board of Seattle Southside Chamber of Commerce. He is currently an Ambassador for the Washington Hospitality Alliance and looks forward to getting involved with the Sumner community and keeping up-to-date on the hospitality industry.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Mayor Hayden's recommendation of appointing Carmelo Lopez to the Sumner Lodging Tax Advisory Committee for a term of one-year.



Respondent No: 1

Login: Anonymous

Email: n/a

Responded At: Apr 07, 2023 11:51:07 am

Last Seen: Apr 07, 2023 11:51:07 am

IP Address: n/a

Q1. **I am interested in serving on the following:** Lodging Tax Advisory Committee

Q2. **Name:** Carmelo Lopez

Q3. **Phone Number:** 2532990205

Q4. **Email Address** carmelol@hotelservicesgroup.com

Q5. **Address:** 2500 136th Ave Ct. E

Q6. **Occupation (if retired, please indicate former occupation or profession):** General Manager

Q7. **Education:**

College -4 Years

Q8. **Professional or community involvement:**

Served as a board member for the Seattle Southside Chamber of Commerce 2015-2019, WHA Ambassador 2017- Current

Q9. **Why are you interested in serving on this commission?**

Getting involved with community as well as keeping up to date in what is happening in the industry

Q10. **Have you previously served on a City of Sumner commission?** No

Q11. **If yes, which one(s):**

not answered

SUBJECT: Ordinance No. 2851 - Small Subdivisions & Pipestem Lots Code Update**CATEGORY:** Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Small Subdivisions & Pipestem Lots Presentation
2. Ordinance No. 2851 - Small Subdivisions & Pipestem Lots Code Update

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND: Sumner's 2021 Housing Action Plan includes strategies and implementation actions for addressing needed housing, including the current proposal to update standards for short subdivisions and pipestem lot subdivisions.

Sumner code allows land to be subdivided either as a "full subdivision" (5 or more lots) or a simple "short subdivision" (up to 4 lots). A full subdivision process is more lengthy and costly than a short subdivision. That can be a barrier to smaller developments and housing infill. State law allows up to 9 lots in a short subdivision. Pipestem lots (flag-shaped lots with a driveway "stem") are created through the same subdivision process. However, current code limits these to 1 additional lot behind the main house, which is also a barrier to infill. The proposed ordinance would increase the number of single-family lots (including pipestem lots) that can be created through a short subdivision process and update the development standards for these lots.

The Planning Commission held a public hearing on this item on February 2, 2023, and unanimously recommended approval of increasing the threshold for short subdivisions to 9 lots. On March 2, 2023, Commissioners unanimously recommended approval of the maximum lot size for single-family dwellings in multifamily zones. However, the Commission was split in its support for the new pipestem lot increase from 1 lot to 4 lots, and voted 4-3 to recommend approval of the pipestem lot provisions. The City Council held a Study Session on this item on March 27, 2023.

Summary of proposal:

- Raise the threshold for short subdivisions from 4 to 9 lots. This will allow more lots to be created through a less costly and more streamlined process.
- Allow narrower access for small subdivisions. Up to 4 lots may use a 15-foot wide shared driveway; 5-9 lots must use a private drive aisle (25-30 feet wide). This will greatly reduce land and construction costs.
- Raise the number of allowed pipestem (flag) lots to 4 lots. This makes it easier to create lots in underutilized areas around the city. Allow a 1-lot "credit" for an existing home if it's not demolished, to help preserve affordable older homes.
- Allow narrower access for pipestem lots. For 1-2 pipestem lots, allow a 15-foot wide shared driveway; for 3 or more lots, require a private drive aisle (25-foot wide). This will consolidate access, reduce impervious surfaces and curb cuts, and reduce costs.
- For pipestem lots, make building height and lot sizes the same as regular single-family lots in the zone; require a 15-foot perimeter setback to increase privacy.

- For pipestem lots, require on-site parking for visitors. Also require that each lot have a driveway with a minimum depth of 18 feet. These measures will help address the lack of on-street parking.
- Set a maximum lot size for single-family homes built in multifamily zones. This will reserve land in Medium-Density and High-Density Residential zones for more dense single-family infill and multifamily development, consistent with the original purpose of the zones.
- No change in the density already allowed in each zone; the code just makes it easier to create housing.

More details on the proposal can be found in the staff report and ordinance included in the packet.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 3/27/2023 COMMITTEE RECOMMENDATION: n/a

STAFF RECOMMENDATIONS/MOTION:
Approve Ordinance No. 2851.

CITY OF SUMNER PLANNING COMMISSION

SMALL SUBDIVISIONS AND PIPESTEM LOTS

City Council April 17, 2023

MATT COVERT, LDC, INC. & ANN SIEGENTHALER, CITY OF SUMNER



CITY OF
SUMNER
WASHINGTON

1. Short Subdivisions

- Raise short subdivision threshold: Allow up to 9 lots (versus going through full subdivision).
- Does not increase density; still have to meet the density in the zone.
- Update access standards:
 - Up to 4 lots can use a shared driveway (15-ft wide).
 - 5 to 9 lots must use a private drive aisle (typ. 25-ft) or a public street.
- Require Public Notice for large short subdivisions (5-9 lots), but not 1-4 lots (same as current code).

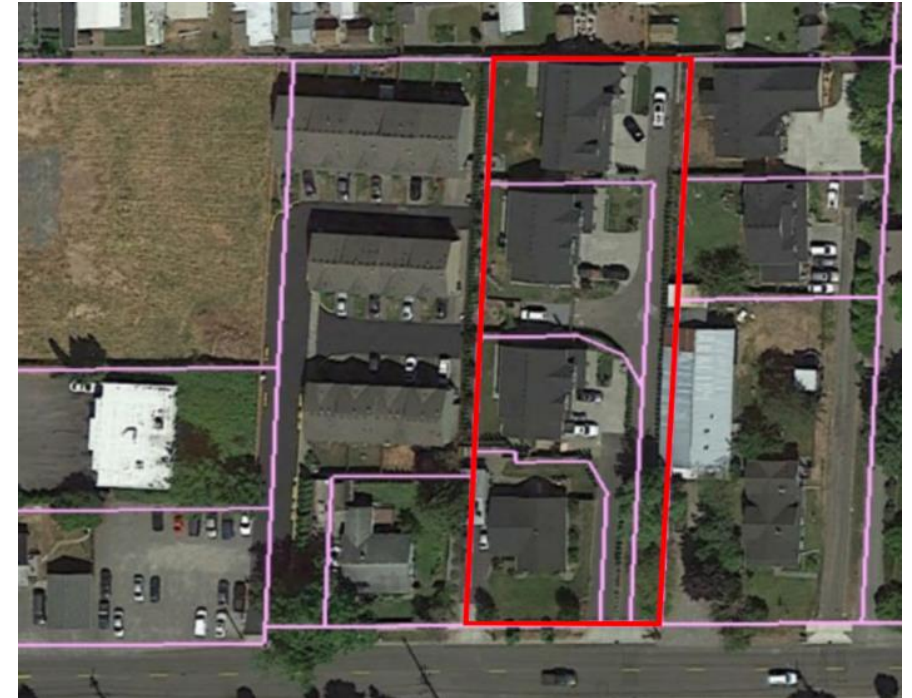


2. Maximum Lot Size Standards

- Code change proposed to set a **maximum lot size for single-family homes built in multifamily zones.**
- Currently, single family homes allowed in multifamily (MDR, HDR). Many homes there are very large, on very large lots.
- Status quo takes up land that was allocated for more dense development.
- Limiting the size of lots helps maintain the original purpose and allowed density.

3. Pipestem Lot Subdivisions

- Allow up to four pipestem lots (versus one) behind an existing lot or home.
- 1-lot “credit” if saving existing home.
- Does not increase density; must meet same density & minimum lot sizes in the zone.
- Allow building height same as other lots (30’ instead of 16’ height).
- Meet the same setbacks (15’ and 5’) as now except have a wider setback (15’) around the edges of the parent lot for privacy.



Pipestem Lots (continued)



Access and parking:

- For 1-2 pipestem lots, allow a shared driveway (typically 15' wide).
- For 3-4 pipestem lots, require a private drive aisle (typically 25' wide). Can often accommodate additional visitor parking on one side.
- All pipestem lots must provide 1 additional guest parking space (in addition to the 2 stalls already required).
- For 3 or more pipestem lots, must provide 4 guest parking spaces.
- All pipestem lots must have driveways at least 18 feet in length from the edge of the private road (adds room for parking).

QUESTIONS?



CITY OF
SUMNER
WASHINGTON

ORDINANCE NO. 2851
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING REGULATIONS FOR SHORT SUBDIVISIONS AND PIPESTEM LOTS IN TITLE 17, AMENDING SECTION 17.04.40 SCOPE; DEFINITIONS AT SECTION 17.04.060 FOR FRONTAGE, LOT FRONTAGE, PARENT LOT, PIPESTEM LOT, PRIVATE DRIVE AISLE, PRIVATE STREET, FULL SUBDIVISION AND SHORT SUBDIVISION; SECTION 17.12.030 SCOPE RELATED TO SHORT SUBDIVISIONS; SECTION 17.28.195 PIPESTEM LOTS; SECTION 17.28.200 PRIVATE STREETS; AND SECTION 17.28.205 PRIVATE DRIVE AISLES; AND AMENDING TITLE 18 DEFINITIONS AT 18.04.0397 FRONTAGE, 18.04.0595 FRONT LOT LINE AND 18.04.0610 PIPESTEM LOT; SECTIONS 18.12.070, 18.12.075 AND 18.14.070 RELATED TO PROPERTY DEVELOPMENT STANDARDS; SECTION 18.30.110 PRIVATE STREETS; AND AMENDING SECTIONS 18.56.030 LAND USE PERMITS REQUIRED AND 18.56.170 HEARING EXAMINER APPEALS.

WHEREAS, the City Council finds that increasing the number of single-family lots that can be created through a short subdivision and pipestem lot subdivision can increase housing capacity in Sumner; and

WHEREAS, the City Council finds that streamlining the permit process and reducing infrastructure costs for short subdivisions can reduce barriers to creating infill development; and

WHEREAS, the City Council finds that it is in the public interest to establish standards for short subdivision and pipestem lot developments in order to encourage single-family infill while maintaining neighborhood character, reducing unnecessary access roads, and providing adequate setbacks from adjacent uses; and

WHEREAS, on December 1, 2022 the Planning Commission held study session on the proposed amendments, a duly-advertised public hearing on February 2, 2023, and another study session on March 2, 2023; and

WHEREAS, on March 2, 2023 the Planning Commission voted by a 4 to 3 vote to recommend adoption by the City Council of the proposed regulations updates as set forth in this ordinance; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on February 1, 2023; and

WHEREAS, the City Council finds the proposed amendments to be consistent with the Sumner Comprehensive Plan and the Sumner Municipal Code criteria for Zoning Code amendments;

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

Section 1. That Sumner Municipal Code Section 17.04.040 Scope is hereby amended to read as follows:

17.04.40 Scope.

- A. This title applies to the division of land of up to ~~four~~nine parcels for short subdivisions, and of ~~five~~ten or more for full subdivisions.
 - B. Property boundary lines separating two or more lots of record may be adjusted only under the specific provisions as set forth in this title.
- [...]

Section 2. That Sumner Municipal Code Section 17.04.060 Definitions, is hereby amended to read as follows:

17.04.060 Definitions.

For the purpose of this title, certain words and terms used in this title are defined as follows:
[...]

“Frontage” means the measurement of the length of the property line or building front located along a dedicated public street, as defined in SMC 18.04.0397.
[...]

~~“Lot frontage”~~ “Front lot line” means the boundary of a lot which is along a public street, or where no public street exists, along a private road, as defined in SMC 18.04.0585 ~~street, easement or accessway, and parallel to the front lot line.~~ On an interior lot, it is the lot line abutting a street; or, on a pipestem (flag) lot, it is the interior lot line most parallel to and nearest the public street from which access is obtained; On a corner lot the front yard shall be determined by the director to be the yard which best conforms to the pattern of the adjacent block faces. On a “through lot”, both street lines shall be deemed front lot lines.
[...]

“Parent lot” means the entire property comprising the site that contains the individual condominium units, or individual zero lot line units in the development, or, in the case of single family dwellings, the original lot that has been subdivided to create the individual building lots.
[...]

“Pipestem lot” means an interior lot in which the buildable area is not bounded laterally by a public street or private road, as defined in SMC 18.04.0610.
[...]

“Private drive aisle” means a road that is not dedicated to the city but is owned in common by all the property owners within, and used as access to, a zero lot line subdivision or zero lot line short subdivision or a short subdivision.

“Private ~~street~~road” means a street or road that is not ~~deeded~~ dedicated to the city and is used

for access to lots which do not border on a public street. ~~This includes, but is not limited to, access easements, pipestems, and panhandles accessing short subdivisions. This includes shared driveways, private drive aisles, or other private accessways designed for vehicle access to the public street.~~

[...]

“Street, public” means an approved street, whether improved or unimproved, held in public ownership and intended to be open as a matter of right to public vehicular travel.

[...]

“Subdivision, full” means the division or redivision of land into ~~five~~ten or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.

“Subdivision, short” means the division or redivision of land into ~~four~~nine or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership.

Section 3. That Sumner Municipal Code Section 17.12.030 Scope, is hereby amended to read as follows:

17.12.030 Scope.

Any land being divided into ~~four~~nine or fewer parcels, lots, tracts, or sites, any one of which is less than 20 acres in size, and which land has not been divided in short subdivision within the previous five years, shall meet the requirement of this chapter; provided, that the land in the short subdivision may not be further divided in any manner within a period of five years without the filing of a final plat, except that when the short plat contains fewer than ~~four~~nine parcels, the owner of the short plat may file an alteration within a five-year period to create up to ~~four~~nine lots within the boundaries of the original short plat and the parcel is not held in common ownership with a contiguous parcel which has been subdivided within the preceding five years.

Section 4. That Sumner Municipal Code Section 17.28.195 Pipestem lots, is hereby amended to read as follows:

17.28.195 Pipestem lots.

~~A. “Pipestem lot (flag lot)” means an interior lot in which the buildable area is not bounded laterally by a public or private road, and which gains road access by means of a lot extension, a driveway easement, or the terminus of a private or public road.~~

~~A. Pipestem lot subdivisions are allowed the following number of contiguous pipestem lots:~~

- ~~1. Up to two lots are allowed behind an existing lot provided the existing lot retains a minimum street frontage of 15 feet; or~~
- ~~2. Up to four lots are allowed to be subdivided from a parent lot, or are allowed behind an existing lot provided the existing lot retains a minimum street frontage of 30 feet; or~~
- ~~3. Up to five lots are allowed if an existing dwelling unit is included in and preserved as~~

part of the subdivision.

- B. Pipestem lots shall be served by a strip of land not less than ~~15 feet wide and~~ the minimum width to accommodate the required private road for access, as such access is described in SMC 17.28.200 and shall be designed for the purpose of providing access to ~~one lot, tract, or parcel~~ the buildable area of the lot or tract.
- C. Pipestem lots may access the street network by way of shared driveways or private drive aisles as provided in SMC 17.28.200 and SMC 17.28.205.

Section 5. That Sumner Municipal Code Section 17.28.200 Private streets, is hereby amended to read as follows:
17.

17.28.200 Private ~~streets~~roads.

- ~~A. Private streets shall serve no more than one lot; provided, that the private street shall have a minimum width of 30 feet. In no case shall the front lot line of a pipestem or panhandle lot be separated from a public street by more than one lot.~~
- A. Short subdivisions, except for pipestem lots, may be served by a private road as follows:
 - 1. Access for up to four lots may be via a shared driveway with a minimum width of 15 feet, with an 11-foot-wide paved travel surface and two 2-foot-wide shoulders.
 - 2. Access for five to nine lots may be via a private drive aisle in conformance with the standards in SMC 17.28.130 and 17.28.205, unless a public street is required pursuant to SMC 17.28.130(B).
- B. Pipestem lot short subdivisions may be served by a private road as follows:
 - 1. Access for up to two pipestem lots may be via a shared driveway with a minimum width of 15 feet, with an 11-foot-wide paved travel surface and two 2-foot-wide shoulders.
 - 2. Access for three to four pipestem lots shall require a private drive aisle subject to the provisions of SMC 17.28.205, except that the private aisle shall provide at a minimum a 20-foot-wide paved travel surface and one five-foot-wide designated pedestrian corridor to the public street.
- ~~B. C.~~ Private ~~streets~~roads shall be improved or guaranteed to the standards considered appropriate to the situation by the city engineer and fire marshal, ~~but in all cases and~~ shall meet the ~~minimum-applicable~~ requirements of the fire marshal and city's Development Specifications and Standard Details.

Section 6. Sumner Municipal Code Section 17.28.205 Private drive aisles, is hereby amended to read as follows:

17.28.205 Private drive aisles.

- A. Applicability. The provisions of this section apply exclusively to the zero lot line subdivision and zero lot line short subdivision of land for attached single-family dwellings,

For the purposes of this section, the term subdivision includes zero lot line subdivision and zero lot line short subdivision.

- B. Access to individual dwelling units within a zero lot line subdivision may be provided by a private ~~street~~ road or private drive aisle, except that a public street shall be required whenever the city engineer or his or her designee finds that any of the conditions listed in SMC 17.28.130(B) Access for Short Subdivisions apply.
- [...]

Section 7. That Sumner Municipal Code Section 18.04.0397 Definitions, Frontage, is hereby amended to read as follows:

18.04.0397 Frontage

“Frontage” or “street frontage” means the measurement of the length of the ~~front~~ property line, or length of the building front, located along a public street.

Section 8. That Sumner Municipal Code Section 18.04.0585 Definitions, Lot line front, is hereby amended to read as follows:

18.04.0585 Lot line, front.

“Front lot line” means that boundary of a lot which is along an existing or dedicated public street, or where no public street exists, along a private road, shared driveway easement or ~~accessway~~ drive aisle. On an interior lot, it is the lot line abutting a street; ~~or, On a pipestem~~ (flag) lot, it is either the interior lot line most parallel to and nearest the public street from which access is obtained or the interior lot line most parallel to the private road by which the lot accesses the public street. On a corner lot, the front yard shall be determined by the director, to be the yard which best conforms to the pattern of the adjacent block faces. On a “through lot,” both street lines shall be deemed front lot lines.

Section 9. That Sumner Municipal Code Section 18.04.0610 Definitions, Lot pipestem, is hereby amended to read as follows:

18.04.0610 Lot, pipestem.

~~“Pipestem lot~~ “Lot, pipestem (flag lot)” means an interior lot in which the buildable area is not bounded laterally by a public street or private road, and which gains ~~road~~ vehicle access by means of a lot extension, a shared driveway ~~easement~~, a private drive aisle, or the terminus of a private road or public ~~road~~ street.

Section 10. That Sumner Municipal Code Section 18.12.070 Property development standards for LDR-6, LDR-7.2, LDR-8.5, and LDR-12, is hereby amended to read as follows:

18.12.070 Property development standards for LDR-6, LDR-7.2, LDR-8.5, and LDR-12.

- A. Lot area.
1. Minimum lot area per building site in square feet:

LDR-6:	6,000
LDR-7.2:	7,200
LDR-8.5:	8,500
LDR-12:	12,000

2. At least 80 percent of the lots in a subdivision shall meet the ~~above~~-minimum lot sizes of the applicable district in Subsection A(1) of this section. Pipestem lots are not eligible for this or other lot size reductions. To encourage a mix of lot sizes, the other 20 percent of the lots may have reduced sizes, to the following lot size standards, in square feet; provided, in no case shall the reduction in lot sizes be combined with the reduction in lot sizes allowed in SMC 16.40.140(A) or (B):

LDR-6:	4,800
LDR-7.2:	6,000
LDR-8.5:	7,200
LDR-12:	8,500

~~In no case shall the reduction in lot sizes be combined with the reduction in lot sizes allowed in SMC 16.40.140(A) or (B);~~

B. Lot width

1. Minimum lot width in feet:

LDR-6:	60
LDR-7.2:	70
LDR-8.5:	80
LDR-12:	100

2. For the subdivisions that include a percentage of smaller lots as allowed in subsection A of this section, the minimum lot widths for the smaller lots shall be as follows, in feet:

LDR-6:	50
LDR-7.2:	60
LDR-8.5:	70
LDR-12:	80

- C. Front yard setback in feet: 15 (LDR-12 front yard setback in feet: 25);

D. Rear yard setback in feet: 30;

E. Rear yard setback in feet, for a lot with street frontage that is the parent lot for a short subdivision consisting of pipestem lots: 15;

~~E.~~ F. Interior side yard setback in feet, lot with one interior side yard: five;

~~F.~~ G. Total interior side yard setback in feet, lot with two interior side yards; 15; provided, that one interior side yard is not less than five feet;

~~G.~~ H. Street side yard setback in feet: 12;

~~H.~~ I. Maximum building height in feet: 30;

~~I.~~ J Lot coverage

1. Maximum lot coverage, in percent:

LDR-6:	40 percent
LDR-7.2:	35 percent
LDR-8.5:	35 percent
LDR-12:	35 percent

2. Maximum lot coverage for single-story residential structures:

LDR-6:	45 percent
LDR-7.2:	40 percent
LDR-8.5:	40 percent
LDR-12:	40 percent

~~J.~~ K. Required off-street parking spaces: ~~two~~

1. Two for each single family dwelling;

2. For one to two pipestem lots: Two spaces for each single family dwelling plus one visitor space per dwelling;

3. For three or more pipestem lots: Two spaces for each single family dwelling plus 1.25 visitor spaces per dwelling up to four spaces. The visitor parking spaces may be provided within a private drive aisle or other tract/easement within the boundary of the subdivision.

4. All pipestem lots shall provide a paved driveway located on the lot that is at least 10 feet wide and 18 feet in length as measured from the edge of the private road.

a. The driveway may count towards the required parking; and an equivalent parking area may be located elsewhere on the lot provided the area is separate from and accessible to the private road.

b. The required parking area shall not be located closer than 5 feet to the original outer boundaries of the parent lot.

~~K. L.~~ Minimum street frontage in feet: 15;

~~L. Maximum building height for pipestem lots with a lot size less than 20,000 square feet: one story and 16 feet;~~

M. Minimum yard setbacks in feet for pipestem lots created after March 1, 2023 are as follows:

~~1. At least two yard setbacks shall be a minimum of 15 feet with remaining yard setbacks allowed a minimum of five feet~~

1. Front and rear yard setbacks, in feet: 15;

2. Interior side yard setback adjacent to other lots within the subdivision, in feet: 5

3. Perimeter yard setback adjacent to, and as measured perpendicular to, the original outer boundaries of the parent lot, in feet: 15. A perimeter yard may be counted as a 15-foot front or rear yard.

~~N. Minimum lot size for pipestem lots in LDR-6 in square feet: 10,000.~~

Section 11. That Sumner Municipal Code Section 18.12.075 Property development standards for LDR-4, is hereby amended to read as follows:

18.12.075 Property development standards for LDR-4.

A. Minimum lot area per building site in square feet: 4,000;

[...]

M. Maximum building height for pipestem lots with a lot size less than 10,000 square feet: one story and 16 feet;

N. Yard setbacks for pipestem lots shall be as found in 18.12.070(M). ~~are as follows:~~

~~a. At least two yard setbacks shall be a minimum of 15 feet with remaining yard setbacks allowed a minimum of five feet;~~

[...]

Section 12. That Sumner Municipal Code Section 18.14.070 Property development standards, is hereby amended to read as follows:

18.14.070 Property development standards for MDR/HDR.

The following Table 18.14.070 sets forth the required development standards applicable to properties located in the MDR and HDR zones:

Table 18.14.070

	MDR	HDR
A. Minimum lot area per building site in square feet ¹	5,000	5,000

Table 18.14.070

	MDR	HDR
Minimum lot area in square feet for developments utilizing the “detached single-family dwelling” option of the city of Sumner design and development guidelines in square feet	4,000	4,000
Minimum lot area for zero lot line detached dwellings (<u>per dwelling</u>)	3,000	3,000
Minimum lot area for zero lot line dwellings (<u>per dwelling</u>)	N/A ³	N/A ³
<u>B. Maximum lot area per building site in square feet, detached single-family dwellings</u>	<u>6,000⁴</u>	<u>6,000⁴</u>
<u>C. B.</u> Maximum development density in dwelling units per net acre	15	25
<u>D. C.</u> Minimum lot width in feet	50	50
Minimum lot width for developments utilizing the “detached single-family option” [...]	40	40
Minimum lot width for zero lot line detached dwellings	30	30
Minimum lot width for zero lot line dwellings	N/A ³	N/A ³
[...]		
<u>P. Pipestem lot width, setbacks and building height shall be as provided in 18.12.070 SMC for detached dwelling units.</u>		
[...]		

¹ Variation of Minimum Lot Size. Except for lots to be occupied by zero lot line dwelling units, lots created through ~~long-full~~ subdivision in the MDR and HDR zones must vary lot sizes in the following manner. A maximum of 60 percent of lots may be platted at the minimum lot size allowed. At least 20 percent of platted lots must be no less than 150 percent of the minimum allowed lot size (1.5 times) and at least 20 percent of platted lots must not be less than 200 percent of the minimum allowed lot size (2.0 times). For purposes of meeting this requirement, lot counts may be rounded to the nearest full lot.

² The minimum lot area for zero lot line single-family dwellings is defined as the minimum needed to accommodate the width and depth of the unit plus the required private open space for the lot.

³ For zero lot line lots, the lot width and frontage may be as wide as the minimum required unit width, provided that the unit complies with building code, landscaping and open space requirements

⁴ Maximum lot area applies to all new lots created after March 1, 2023, except that critical areas and critical area buffers required to be protected under SMC Title 16 may be excluded from the lot area calculation.

Section 13. That Sumner Municipal Code Section 18.30.110 Private streets and driveways, is hereby amended to read as follows:

18.30.110 Private ~~roads streets and driveways~~ (ESUV).

Private ~~streets roads and driveways~~ shall be configured in such a manner as to promote a gridded street pattern of development that allows these private ~~streets roads and driveways~~ to function similar in character and scale as public streets, reducing distance between blocks and maintaining pedestrian scale and walkability. Said private ~~street road or driveway~~ shall remain

ungated unless: (A) it can be demonstrated, to the satisfaction of the director, that a gate is needed for the safety and security of the residents; and (B) that a gate does not inhibit overall connectivity of the larger neighborhood; and (C) where it is determined such connectivity would be inhibited a development shall contain an ungated pedestrian access that traverses the site.

Section 14. That Sumner Municipal Code Section 18.56.030 Land use permits required, is hereby amended to read as follows:

18.56.030 Land use permits required.

D. The following decisions are Type III.a decisions which require no public notice and are appealable to the hearing examiner:

1. Short subdivisions up to 4 lots;
2. Revocation of a land use permit pursuant to SMC 18.56.230;
3. Approvals pursuant to the resource, wildlife and hazard areas, chapter 16.40 SMC;

[...]

G. The following decisions are Type III.d decisions which shall require public notice and be reviewed administratively and are appealable to the hearing examiner:

1. Administrative use permit;
2. Administrative variance;
3. Application of IDEA district overlay;
4. Short subdivisions of 5 or more lots.

[...]

Section 15. That Sumner Municipal Code Section 18.56.170 Hearing Examiner appeals, is hereby amended to read as follows:

18.56.170 Hearing examiner appeals.

A decision of the director involving a Type III.a, III.b, III.c, III.d, and Type VI.b decision may be appealed to the hearing examiner subject to the following provisions:

[...]

Section 16. 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 17. 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 18. **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 17 day of April, 2023.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date: