



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/85341584617>

Or One tap mobile :

+12532158782,,85341584617# US (Tacoma)

Or Telephone:

+1 253 215 8782 US (Tacoma)

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers, and Stuard

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. Operations Facility - Contract Award for Construction Management Services
2. Approval of checks and electronic payments in the amount of [\\$615,660.57.](#)
3. Resolution No. 1671 - Adopting Sumner's Tourism Plan
4. Resolution No. 1669 - Sumner-Bonney Lake Wastewater Treatment Facility Interlocal Agreement
5. Approval of the meeting minutes from January 16, 2024, regular council meeting, January 22, 2024, study session and the special study session of January 29, 2024.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the provided link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the day of the meeting. Any written comments received will be read into the record and/or distributed to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**
 - a. Resolution No. 1668 - Murrey's Disposal Rate Increase
4. **Reports**
 - a. Council

b. City Administrator

c. Mayor

5. Executive Session

6. Adjournment

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

SUBJECT: Operations Facility - Contract Award for Construction Management Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$2,361,687.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope & Fee

STAFF CONTACT: Alisa O'Haver-Ayala , City Engineer, Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

The Operations Facility project includes construction of a new public works facility with approximately 88,000 sf of total building space over 7 buildings on a 7.6 Acre site at 14320 29th Street East. Facility will include administration building, vehicle storage, fleet washing, material storage and decant facility. Project will include frontage improvements, landscaping, site lighting and stormwater management. The project is anticipated to be phased, with the construction of the decant facility occurring prior to the construction of the operations facility.

Seven (7) Statement of Qualifications were received on November 28, 2023 for this project. KBA, Inc. was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$2,361,687.00 was negotiated for construction management services.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/9/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with KBA, Inc. in an amount not-to-exceed \$2,361,687 for the Operations Facility Project (CIP 17-13), comprised of two phases of work, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

KBA, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and KBA, Inc., organized under the laws of the State of Washington, located and doing business at 2367 Tacoma Ave S, Suite 204, Tacoma, WA 98402, Cameron Bloomer, (206) 819-7148 (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 – Sumner Operations Facility, Construction Management Services (CIP 17-13). 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 12/31/2026.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$2,361,687.00 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 more 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.

Contract is subject to RCW 4.24.115, 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 \$1,000,000 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. 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. Any claim, dispute or action arising from or relating to this Contract shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington. 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

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.

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: Cameron Bloomer KBA, Inc. 2367 Tacoma Ave S, Suite 204 Tacoma, WA 98402 206-819-7148 cbloomer@kbacm.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Drew McCarty, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5719 drewm@sumnerwa.gov

EXHIBIT A

SCOPE OF SERVICES

for

Sumner Operations Facility

KBA, Inc. (Consultant) will provide Construction Management (CM) services to City of Sumner (Client), for the project known as ***Sumner Operations Facility*** (Project). These services will include consultation, constructability review, contract administration, field observation, documentation, and material testing, special inspections, and commissioning as required during the construction of the Project, as detailed below.

Project Description: A new Operations Facility for the City of Sumner consisting of seven buildings to replace the current facility on a different site. The buildings are as follows: Building A is a single-story building with space for administrative offices, crew rooms, locker rooms, and other spaces; Building B is a single-story, partially open storage building for vehicles and equipment; Buildings C and D are single-story pre-engineered metal buildings with uses ranging from storage to fabrication and repair spaces; Building E is a single-story, partially open storage building for vehicles and equipment; Building F is a single-story building consisting of partial open storage for vehicles and equipment with a fully enclosed portion used for storage by the City of Sumner Police Department. Building G is a concrete and steel Decant facility. Work also includes parking and other improvements to the 7.7 acre site. The Designer of Record on this Project is TCF Architecture, PLLC (Designer).

The project is anticipated to be constructed in two phases. Phase 1 is Building G only and Phase 2 is Buildings A-F. The Client will issue separate Notice to Proceeds to the Consultant for the tasks shown in the attached budget estimate.

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and Team, including:

1. Decide on best modes and frequency of communication with Client and Designer. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Organize and layout work for Consultant Team.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.
4. Communication on Consultant contractual issues will be with the Client. The Client will be an active member of the Project Team, consulted on design issues, and will be provided with information affecting Project progress.

Deliverables

- *Monthly invoices*

B. Design-Phase Constructability Review (Optional)

1. Advise Designer and Client as requested, on challenging constructability issues.

2. **Constructability Reviews:** Participate in Constructability reviews at the following milestones:

a. **100% Stage Review**

- i. Review the 100% Plans, Project Manual/Contract Provisions, and Engineer's Estimate for such things as:
 - Constructability and operability
 - General clarity
 - Consistency among standard specifications, amendments, and special provisions/bid items
 - Completeness and adequacy of bidding and contracting documents/forms
 - Special Provisions for non-standard items
 - Pay items for construction elements
- ii. One review cycle. Meet with Client and/or Designer staff to present and discuss comments. Prepare and submit Constructability Review Comments spreadsheet along with red-line markup of the documents.

Deliverables

- *100% stage Constructability Review Comments on Excel spreadsheet, and red-line markups on .pdf*

C. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Organize and lead preconstruction conference:
 - a. Prepare and distribute notices.
 - b. Prepare agenda.
 - c. Conduct the meeting.
 - d. Prepare and distribute meeting notes to attendees and affected agencies.
3. Provide one set of preconstruction photographs.
4. Cloud Based Document Management System Preparation
 - a. Setup system for project use
 - b. Provide training to Client and contractor

Deliverables

- *Preconstruction Conference Notice, Agenda, and Notes*
- *Preconstruction photos stored on electronic medium*

D. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise Client of schedule changes.
3. Progress Meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including Client pre-briefing. Prepare weekly meeting agenda and meeting notes and distribute copies to attendees. Track outstanding issues on a weekly basis.
4. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
5. Manage RFI (Request for Information) process. Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
6. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
7. Monthly Pay Requests. Prepare monthly progress estimates for payment. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with Client and construction contractor and recommend approval, as appropriate.
 - a. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
8. Notify construction contractor of work found in noncompliance with the requirements of the contract.
9. Assist the Client in the investigation of malfunctions or failures observed during construction.
10. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletter, if requested.
11. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by Consultant Team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
12. Document Control. Establish and maintain document filing and tracking systems, following Consultant guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. Electronic documentation will be stored in a Project Website, using Autodesk Construction Cloud, managed and hosted by the Consultant. The Client will be provided with licenses for their and the construction contractor's use of the website during the Project. Consultant will provide one training session for Client and construction contractor users of Autodesk Construction Cloud Document Management System, and ongoing support as needed.
 - b. The Project website site will transition to "read-only" access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the

Project website site. Access to the website will expire 60 days after transference of final records.

13. Project Closeout. If requested, prepare or assist with preparation of Certificate Letters of Substantial, Physical, and Final Completion for Client approval and signature, to include punch list. Prepare final pay estimate for Client approval and processing.
14. Final Records. Compile and convey final Project records, transferring to the Client for its archiving at final acceptance of the Project. Should Consultant's work end prior to full completion of the Project, its records will be transferred to the Client prior to departure from the Project. Records will consist of electronic records on electronic storage medium.

Deliverables

- *Schedule Review Comments*
- *Meeting Agendas and Notes*
- *Submittal Log*
- *RFI Log*
- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion, if requested*
- *Final records – electronic only*

E. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Client of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes estimated quantities of work placed that day, contractor's equipment and crews, photos of work performed, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Designer.
5. Evaluate and report to Client issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare daily reports of force account worked, and other payment source documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction. Photographs to stored in the project website.
11. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Conduct materials and laboratory tests and special inspections. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of

materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

13. Commissioning. Provide a Commissioning Authority (CxA) to complete formal commissioning procedures as follows:
 - a. Cx of HVAC/R & Controls, Domestic Hot Water, Metering, Lighting Controls, Photovoltaic Panels
 - b. Write the Commissioning specifications
 - c. Cx Review of construction design documents & contractor submittals
 - d. Write the Cx Plan, Pre-Functional Checklists, & Functional Performance Tests
 - e. Develop Schedules for Cx Activities; integrate to construction schedule
 - f. Maintain the Cx deficiency & resolution log
 - g. Regular Cx coordination meetings
 - h. Review the contractor-provided startups and controls point-to-point test reports
 - i. Verify the contractor-executed Cx Prefunctional Checklists
 - j. Cx Functional Performance Tests & Integrated Systems Tests
 - k. Review the contractor-provided graphical BAS Controls trend logs
 - l. Provide Daily Reports of Work Performed
 - m. Compile the contractor-provided equipment- specific training agendas into Cx training plan
 - n. Provide Final Cx Report

Deliverables

- *IDRs with Project photos – submitted on a weekly basis*
- *Daily Reports of Force Account Worked*
- *Additional Project photos not included in IDRs*
- *Punch List(s)*
- *Test reports*
- *Commissioning Reports*

F. Assumptions

1. **Budget:**
 - a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a 25 month period, from January 2024 through March 2026. This is intended to span the originally planned construction duration of 6 months for Building G and 14 months for Buildings A-F, plus time allotted for Project setup, Pre-construction, and closeout. Overtime has been figured into the budget for the inspector only, and will be billed at their standard hourly rate unless they are non-exempt from overtime pay.
 - b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover instances, including but not limited to the following, Client and Consultant will negotiate a Supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.

- c. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.
 - d. If Consultant provides their own construction field office, Client will reimburse Consultant for all office costs, including lease and/or rental of space, equipment, utilities, and insurance.
 - e. The budget allocations shown in Exhibit B are itemized to aid in Project tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
 - f. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project website. Any customization to meet specialized Client requirements will be Extra Work.
 - g. Labor and indirect cost rate (ICR) rates adjust annually on January 1, with 30-day written notice to Agency.
2. **Items and Services Client will provide:**
- a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Field office, including:
 - i. workstations (desk, chair, and storage) for 2 staff
 - ii. conference table and chairs
 - iii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color, and of business quality
 - iv. Min 5 mbs high-speed, dedicated internet connection, including static IP
 - v. miscellaneous office supplies
 - vi. utilities and sanitary facilities
 - c. Retain Engineer/Architect of Record for shop drawing review, RFIs, design changes, and final record drawings.
 - d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.
3. **Scope:**
- a. The Autodesk Construction Cloud tool being used on this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Constructability Review of design documents will be for constructability, for general conformance with the design concept, and for contradictions and inconsistencies between the various parts of the design documents. Review does not guarantee the project is constructable. Consultant is not responsible for the accuracy or completeness of details, such as quantities, dimensions, including quantity takeoffs.

- c. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
- d. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
- e. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation," and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
- f. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
- g. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- h. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- i. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.
- j. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- k. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional

quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.

- l. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them, and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- m. Client agrees to include a statement in the construction Bid Documents for this Project, requiring construction contractor to name KBA, Inc. as an additional insured via endorsement to the contractor's commercial general liability and automobile insurance policies.
- n. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- o. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- p. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- q. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.
- r. Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- s. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.

I. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

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

KBA, Inc.

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: Approval of checks and electronic payments in the amount of [\\$615,660.57](#).

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:

Checks and electronic payments.

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:	32700	To:	32811	\$513,559.81
Use Tax (paid to WA State Department of Revenue)		n/a		n/a	\$432.87
Voided Check(s)		32791*		32791	\$0.00
Voided EFT(s)		-		-	\$0.00
AP Electronic (EFTs) Payments:	From:	700	To:	702	\$101,667.89
AP Wire(s):	From:	-	To:	-	\$0.00
Payroll & Benefits Electronic Payments	From:	** -	To:	-	\$0.00
Payroll & Benefits Checks	From:	** -	To:	-	\$0.00
				TOTAL	\$615,660.57

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

1/18/2024 | 12:21 PM PST
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:

\$615,660.57

DocuSigned by:
Barbara Bitetto

1/18/2024 | 2:18 PM PST
Date

DocuSigned by:
Esther Q

1/22/2024 | 4:53 PM PST
Date

DocuSigned by:
Carla Bowman

1/18/2024 | 2:35 PM PST
Date

* Void check - No dollar amount since voided during same check run period.
** No Payroll PPEs this check run (Pay periods run every two weeks, but reports run twice a month).

SUBJECT: Resolution No. 1671 - Adopting Sumner's Tourism Plan**CATEGORY:** Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1671 - Sumner Tourism Master Plan

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

In 2023, Sumner took the opportunity to develop a strategic tourism plan for the next 10 years. Pierce County hired MMGY NextFactor, an international leader in providing tourism strategies and insights to destinations, for a county-wide strategic tourism plan. Sumner took the opportunity to "piggyback" onto the contract to have NextFactor also deliver a sub-area plan for Sumner. The collaboration helped save Sumner money by combining trips and feedback and also helps Sumner's plan align seamlessly with county-wide strategies, a key benefit since most of Sumner's tourism dollars go to the County and must be awarded through the annual grant process. Throughout 2023, MMGY NextFactor studied Sumner and Pierce County with visits, surveys, stakeholder meetings and interviews. The City Council reviewed the full plan at the January 8, 2024, Study Session.

This plan is not for just the City; rather, it sets a unified vision that the City, businesses, associations, farms, destination marketing organizations, and developers can use. By all pulling together, we will provide the best possible experience to visitors and see the largest possible return on our collective investment. The tourism market is important to Sumner because it supports the City's independent small businesses that help shape our identity and draw more residents and investment in our city. The best way to exponentially increase visitor spending in restaurants and stores is to get the visitor to stay overnight. Sumner's hotels are largely filled with visitors from around the world who come to do business in our Manufacturing Industrial Center. This plan explores how to better engage and connect these business travelers with other amenities and experiences.

Sumner's plan includes aspects that are repeated or echoed in Pierce County's plan. Data and experience shows that most visitors to Sumner go to one or more places throughout the County--Mt. Rainier, the Washington State Fair, Pt. Ruston. This means that Sumner's collaboration and integration into County-wide strategies is important to best position our city for tourism and our city's efforts for tourism dollars.

COUNCIL COMMITTEE/STUDY SESSION: Study Session**MEETING/STUDY SESSION DATE:** 1/8/2024**COMMITTEE RECOMMENDATION:** Funding for this study was recommended by Sumner's Lodging Tax Advisory Committee at their August 22, 2022, meeting and confirmed by Council in the 2023-2024 Biennial Budget.**STAFF RECOMMENDATIONS/MOTION:**

Adopt Resolution No. 1671 - confirming Sumner's Strategic Tourism Plan, a sub-area plan to Pierce County's, to encourage collaboration and development of more visitors to Sumner over the next 10 years.

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

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, APPROVING THE SUMNER TOURISM MASTER PLAN.

WHEREAS, the best way to exponentially increase visitor spending in Sumner's restaurants and stores is to get the visitor to stay overnight; and

WHEREAS, Pierce County hired MMGY NextFactor to complete a Strategic Tourism Master Plan for the County; and

WHEREAS, Sumner capitalized on an opportunity to also develop a sub-area plan that would be cost-efficient and align Sumner well with county-wide strategies; and

WHEREAS, this strategic plan outlines a unified vision that the City, businesses, associations, farms, destination marketing organizations, and developers can use; and

WHEREAS, all partners pulling together to achieve unified strategies will provide the best possible experience to visitors and the largest possible return on our collective investment; and

WHEREAS, the City of Sumner and MMGY NextFactor worked with the community, local stakeholders and the region to develop this plan.

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

Section 1. Approval of the Sumner Sub-Area Tourism Master Plan. The City Council hereby approves the Sumner Sub-Area Tourism Master Plan, as shown in Exhibit A, and encourages all partners to utilize this plan for coordinated effort.

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

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

ADOPTED AND APPROVED this _____ day of February, 2024.

Kathy Hayden, Mayor

Attest:

Approved to as form:

Michelle Converse, City Clerk

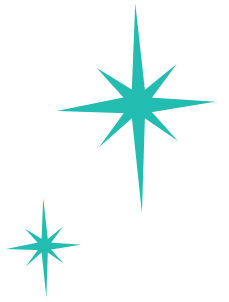
Andrea Marquez, City Attorney



CITY OF SUMNER SUB-AREA **TOURISM** **MASTER PLAN**



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EXECUTIVE SUMMARY

As Pierce County undertook the development of its countywide Tourism Destination Strategic Plan, the City of Sumner realized the opportunity for a long-term master plan of its own to support its desire to become an overnight leisure destination.

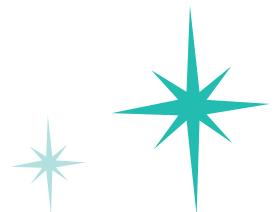


With the goal of advancing Sumner toward its vision of being a welcoming, eventful community that celebrates its connections to people and the land, this plan was guided by local project advisors with a keen interest in advancing Sumner and implementing this plan. The City of Sumner's Sub-Area Tourism Master Plan was developed to amplify existing efforts and bring fresh ideas to the community, particularly when it comes to enhancing opportunities for visitors to move throughout the community and have more reasons to visit. The impact the recommendations from this plan will increase visitation to Sumner and have a significant positive economic impact on the community for decades to come.

Through strong alignment and collaboration with Pierce County Economic Development, including shared research and shared stakeholder engagement, the two plans were developed with the goal of being aligned and complimentary. Sumner has tourism development opportunities that are aligned with those of the county, however, are unique to the place, people, and needs of the community.

Strategic GOAL #1

Enhance Tourism Infrastructure



ACCOMMODATIONS

- Develop a boutique hotel downtown, considering the upper floors of downtown buildings.
- Support farm owners and operators in developing boutique accommodations and glamping opportunities at agritourism experiences.

OUTDOOR RECREATION

- Ensure trail development and final connectivity with the countywide trail system.
- Develop unique-to-Sumner enhancements close to trails, including interactive artwork, breweries, farm restaurants and outfitters.
- Collaborate with the county to promote trail experiences in Sumner and the connectivity throughout Pierce County.

PLACEMAKING

- Develop consistent and sufficient placemaking and wayfinding signage that celebrates Sumner.

- Develop unique laneways, pocket parks, and plazas with Sumner-specific murals and programming.
- Incorporate more murals and public art that celebrate Sumner into downtown revitalization.

ACCESSIBILITY

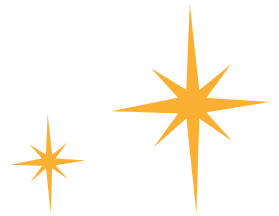
- Become a more accessible destination by widening paths and paving trails throughout Sumner, consider accessible accommodations and other initiatives.
- Develop recreation itineraries from Sumner for all abilities.

SUSTAINABILITY

- Support industry partners in adopting and participating in environmentally sustainable initiatives.

Strategic GOAL #2

Create Additional Attractions, Events, & Experiences



EVENTS STRATEGY

- Develop a comprehensive event strategy focusing on developing / expanding visitor demand-generating events in shoulder seasons.
- Ensure all aspects of the community's history, heritage, and cultures are included.

SIGNATURE EVENTS

- Further evolve Rhubarb Days into a food, craft brew, coffee, flowers, live music, farmer / maker festival that extends through the whole community.
- Add elements to Rhubarb Days that will draw new audiences; drone shows, light displays, sport competitions, or agricultural symposiums.
- Work with local business operators to support a "Doors Open" Festival to showcase all the business / industrial activities in Sumner.
- Develop a Winter Festival in January & February needs-periods to support businesses and vibrancy in the community.

AGRITOURISM

- Collaborate with the County to invest in food / farm and /or cider trail development.
- Work with experience providers to develop signature culinary or farm-based events.
- Work with businesses to develop experiential offerings including cooking classes, cidery tours, live music, etc.
- Collaborate with the County on development of Signature Farmers' & Makers' Markets.

VOLUN-TOURISM

- Work with local non-profits to develop volunteer programs and itineraries specifically for visitors, including incentives for participation.

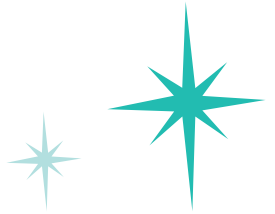
EXPERIENCES

- Collaborate with community members to define the unique characteristics of Lucy V. Ryan Park and redevelop the space as a shared community asset.
- Incentivize businesses to stay open through evenings and weekends.



Strategic GOAL #3

Augment Connectivity & Mobility



LEVERAGE COMMUTER TRAIN

- Create a campaign to encourage train riders to visit downtown Sumner.
- Promote bus and train transportation combo for weekday traffic.
- Develop packaging & promotions around weekend use / festival opportunities.

CONNECT DOWNTOWN SUMNER TO INDUSTRIAL AREA

- Promote bike trails linking downtown and industrial area.
- Develop maps, marketing, and incentives to drive more commuter / business traffic from the industrial area into downtown.
- Support local restaurants in developing food truck / pop up stands in the industrial particularly for lunch specials to connect downtown with industrial area.

ENHANCE TRANSPORTATION OPTIONS

- Support private business offerings of on-demand shuttles for transportation to farms and Mt. Rainier.
- Partner with experiential transportation providers to help visitors move through Sumner (ie: Circuit).
- Develop shared itineraries with transportation options from Tacoma / SeaTac.
- Advocate for more rideshare options in Sumner (ie: Uber, Lyft, etc).

NON-VEHICULAR OPTIONS

- Support bike / e-bike rentals or outfitters in downtown and industrial area.
- Develop bike lanes throughout Sumner to encourage non-vehicular transportation and links to trails.

Strategic GOAL #4

Strengthen Identity & Alignment



BRAND

- Undertake a community-wide exercise to understand sentiment on identity and create buy-in.
- Develop a collaborative and open process with the community on Sumner brand and identity validation or refinement.
- Create opportunities for all businesses and residents to share in and celebrate Sumner's brand.
- Align with Pierce County on a cohesive countywide brand.

MARKETING

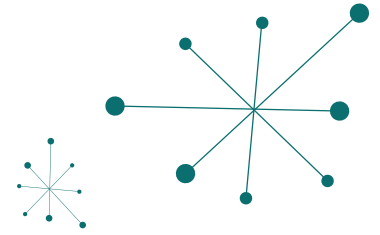
- Develop a collaborative marketing & activation strategy.
- Develop collaborative marketing & activation strategies with the business zones.
- Promote business zones in East End and Industrial areas of Sumner.

ALIGNMENT

- Actively support Pierce County's long-term tourism development and identity initiatives.

SUB-AREA TOURISM MASTER PLAN

CONTRIBUTORS



The City of Sumner would like to thank the regional community leaders who gave of their time and expertise as they served as project advisors, providing guidance, leadership, and support of the development of the Sub-Area Tourism Master Plan.

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Deputy Mayor

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Project
TEAM



Thank you to the staff of MMGY NextFactor who listened, explored Sumner and brought their outside perspective and expertise to drafting this plan. We appreciate their insight, their management of this project and their expertise in the tourism industry. We consider them locals and a part of Sumner now.

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SVP Destination Stewardship

Kayla Dunn
Director, Destination Planning

Teresa Allan
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MMGY GLOBAL

Stewart Colovin
EVP Global Brand Strategy



IMAGINE IT'S THE YEAR 2034 IN SUMNER, WASHINGTON.

Sumner's natural beauty and stewardship of the land is a point of pride for residents, many of whom have moved to the community within the last 10 years. These new residents have been welcomed to Sumner with open arms, instilling that value in everyone in the community. Long-term and newer residents alike extend their welcoming nature to the visitors who walk Main Street, dine at local restaurants, and participate in local festivals and events.

Sumner's annual Rhubarb Festival has grown beyond its historic footprint downtown to encompass music, local cultures, local food and multiple sites over a two-weekend period. Locals love how the festival showcases the best of Sumner and supports the local economy, while overnight visitors appreciate the opportunity to learn more about the area and explore new parts of Sumner every year.

Sumner's industrial area is thriving and with a cohesive identity, has more distinction in its role as the largest manufacturing center in the County. As it continues to bring in business travelers from around the world, improved connectivity invites them to explore more of Sumner during their stay.

Downtown Sumner is thriving, thanks to the Main Street and Heritage Park projects and to a new boutique hotel and commuter train enhancements which have created substantial vibrancy, allowing for new businesses and extended evening and weekend hours.

Sumner has become known for agricultural experiences. Thanks to alignment with the City, policy support and funding opportunities from the county, local farms have been empowered to expand their offerings to include "glamping" and other visitor lodging amenities as well as events, culinary offerings and more.

Sumner's economy is thriving, thanks in large part to the contributions of new visitors. With a more diversified economy, a strong local brand that aligns businesses and residents, and new infrastructure to support new experiences, Sumner is a more resilient and vibrant community that honors its past and holds true to the values of its residents.

When local leaders look back at the positive changes over the last decade, they acknowledge the leadership of those involved with this Sub-Area Tourism Master Plan as a catalyst for the growth in the visitor experience and economy.



LETTER FROM THE CITY OF SUMNER

Each year, Sumner welcomes many visitors and tourists. They come as part of their jobs to visit the Manufacturing Industrial Center. They come for a special event on Sumner's classic Main Street, or they come through as part of the regional trail system to walk or bike along the White River on the Sumner Link Trail, connecting the Interurban and Foothills trails from Seattle to Mt. Rainier. People come for rhubarb pie and to visit farms around the city, enjoying year-round produce and photos ranging from tulips to pumpkins.

Sumner needs visitors for its local businesses to be successful. At the same time, we need partnership with key attractions, like Mt Rainier and the Washington State Fair, to be attractive. For this reason, we piggybacked onto Pierce County's contract to hire MMGY NextFactor to provide outside perspective on what's working and what could be better to invite visitors to Sumner. Yes, "piggyback" is the actual, technical term. This synergy is important for two reasons. First, it made the study more cost-effective, which saved limited financial resources to go farther in working to bring in tourists. Second, it makes sure Sumner's plan aligns seamlessly with Pierce County's plan.

With all of its fantastic qualities, Sumner is rarely a destination unto itself, especially when it's so close to other opportunities. Any effort to bring in visitors must recognize that and leverage regional partnerships so that visitors have reasons to spend quite a bit of time, and a few nights, in Pierce County, which must include a visit to Sumner.

The plan is the start, not the finish of this journey. For Sumner businesses to truly reap the benefits of increased visitors (customers), all areas of hospitality must work together, along with the City, the county and our destination marketing organizations, to keep working through this plan and continue to increase visits to Sumner and our region.

Sincerely,

Carmen Palmer
Communications Director

MARKET TRENDS

Internationally, the travel and tourism market has seen significant shifts since the global pandemic of 2020. Four of the top market trends that are most relevant to Sumner include:



UNEVEN RECOVERY

Not every destination recovered as quickly or as robustly as others in the aftermath of the global pandemic. While outdoor destinations fared better than others, recovery has largely been uneven.



PURPOSEFUL TRAVEL

Travelers are increasingly seeking experiences that support personal improvement and a departure from their routines. Offering these types of experiences for different audience segments will be key to attracting new visitors.



OUTDOOR EXPERIENCES



The global pandemic spurred a significant interest in outdoor experiences, and that trend is not dissipating. Visitors are still seeking opportunities to be outdoors, whether for adventure, walking and sightseeing, or dining.

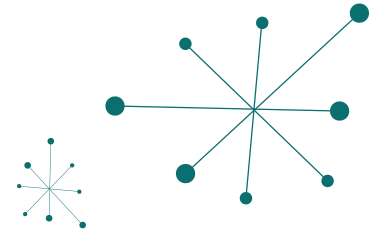


FIERCE COMPETITION

Travel has returned in a significant way. Not only are Americans traveling more, but international visitation to the United States has also returned. This is driving fierce competition amongst destinations globally, and a critical reason to be focused on experience development, staying aligned with consumer trends, and being prepared with resiliency plans.



2023 FUTURES STUDY



In 2023, in conjunction with the Destinations International Foundation, MMGY NextFactor conducted the largest global survey of tourism industry leaders, with 837 tourism executives from 62 countries participating. This extensive process led to the development of 50 Trends and 50 Strategies.

Of the 50 Trends identified through the extensive process of the Futures Study, the consulting team identified four top trends relevant to their findings throughout the course of this project.



Four transformational opportunities for our industry emerged that relate directly to Sumner's Sub-Area Tourism Master Plan – and to the future of Pierce County:

- Customers are increasingly seeking a unique, authentic travel experience.
- Communities expect to be more engaged in destination, product, and experience development for locals and visitors.
- Destinations are looking at sustainability / regeneration more broadly, encompassing economic, social, and environmental impacts.
- Greater industry, community and government alignment is driving destination competitiveness and brand.

Top TRENDS & STRATEGIES

The survey also identified the top strategies and trends in the tourism industry, many of which align with Sumner's strategic direction for the visitor economy and were considered during the development of this Plan.

SUB-AREA TOURISM MASTER PLAN DEVELOPMENT PROCESS

Sumner's Sub-Area Tourism Master Plan was informed based on local, county, state, national, and international industry trends, and studies. It was also informed by significant stakeholder engagement, both locally in Sumner and in partnership with Pierce County's Tourism Destination Strategic Plan. The countywide stakeholder engagement led to important insights and takeaways that validated the sentiment of Sumner's stakeholders.

LOCAL CONTEXT

Existing city, county, and state plans, policies, and regulations were read, considered, and referenced in the context of Sumner's Sub-Area Tourism Master Plan. The project team recognizes and respects the work that has already been done in this region and considers it a solid foundation to build upon.

The following is a list of specific planning documents referenced during project research engagement:

- Sumner Tourism Strategic Plan
- Sumner Comprehensive Plan
- White River Restoration
- Main Street Vision / Alley Activation & Heritage Park Redesign
- Sumner Parks, Trail & Open Space Plan
- Town Center Plan
- East Sumner Neighborhood Plan
- Pierce County Comprehensive Plan
- Pierce County Tourism Funding Strategic Plan



The following exciting new developments in Sumner were toured and / or reviewed by the project team:

- Heritage Park redevelopment
- Hops Alley
- Future new library
- New housing

The following compelling new experiences in the Sumner area were taken in or studied by the project team:

- Night and Artisan markets in the area
- New farm experiences including sunflowers and tulips
- Sumner's proximity to Mt. Rainier and State Fair





STAKEHOLDER ENGAGEMENT

Sumner's Sub-Area Tourism Master Plan was informed by significant stakeholder engagement, both at the local and county-levels, in partnership with the Pierce County Tourism Destination Strategic Plan.

SUMNER-SPECIFIC ENGAGEMENT

MMGY NextFactor met with over 60 stakeholders through a series of focus groups and in-depth interviews, all which took place between April and August 2023.

The primary purpose of this engagement was to identify key opportunities and challenges for the future of Sumner as a destination for visitors and a quality place for residents to live, work, and play.

INTERVIEWS

5 in-depth interviews were conducted in-person and virtually with community leaders and stakeholders who provided specific insights into Sumner.

FOCUS GROUPS

3 sector-specific focus groups were facilitated with more than 55 total participants. These focus groups were highly interactive sessions that fostered new relationships amongst the following groups:

- City of Sumner Staff
- Downtown and Events
- Agritourism

PIERCE COUNTY ENGAGEMENT

MMGY NextFactor met with over 100 stakeholders through a series of focus groups, in-depth interviews, and community town halls, all which took place between April and August 2023. The results of the broader county engagement have helped to inform elements of Sumner's Sub-Area Tourism Master Plan.

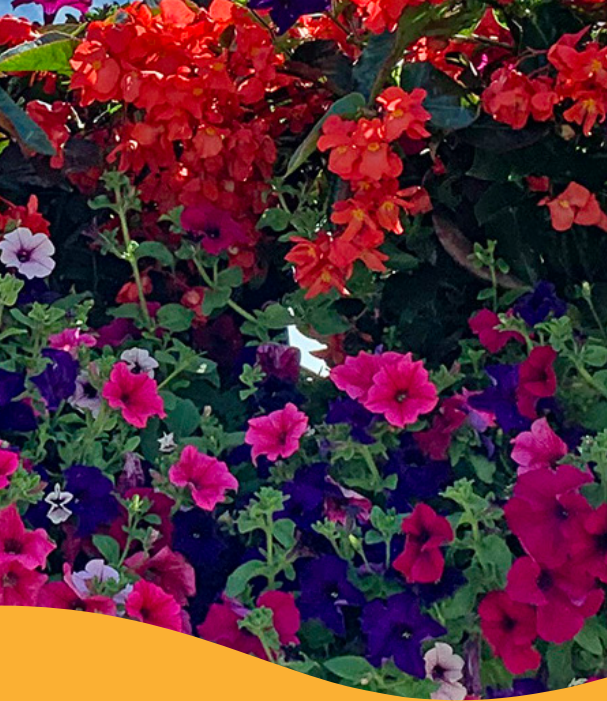
ENGAGEMENT HIGHLIGHTS:

- 15 one-on-one interviews
- 10 focus groups with more than 55 participants
- 2 community town hall sessions with over 40 participants
- Resident Survey with 612 responses

INTERVIEWS



FOCUS GROUPS



STAKEHOLDER ENGAGEMENT

COMMUNITY TOWN HALLS

MMGY NextFactor facilitated two community town halls in May 2023. These community town halls were hosted in downtown Tacoma and in Puyallup and were collectively attended by approximately 40 residents. These sessions were intended to offer residents further opportunity to share their vision for the future of tourism in Pierce County and were focused on solution-oriented exercises and discussion.

VISIONING SESSION

The results and insights gleaned from these research activities were then used in a visioning workshop with the project advisors to envision the ideal future of tourism management in Sumner and to develop priorities for the plan.

VALIDATION SESSION

The results of the workshop were then compiled into a Draft Sub-Area Tourism Master Plan, which was presented to the project advisors, City of Sumner staff, and other key stakeholders for feedback and validation.

KEY OPPORTUNITIES:

- Agritourism
- Lodging
- Branding
- Commuter train & public transportation
- Experience development
- Expanded target demographics
- Strategic events
- Outdoor recreation



KEY CHALLENGES:

- Business development
- Connectivity & mobility
- Brand promise & marketing
- Infrastructure
- Destination access
- Lodging

REVIEW OF SUMNER'S BRAND & IDENTITY

by Stewart Colovin, EVP Global Brand Strategy, MMGY Global

BRAND PROMISE

A clearly articulated brand promise is integral to bringing your brand to life. It should give your partners a clear path to deliver upon the brand, while creating an expectation of what your guests and customers can expect to receive from you every day.

While your current frame of reference speaks to many of the positive attributes of the community, it doesn't inspire an emotional connection. By going a little deeper into what makes Sumner, Sumner you could create a promise that gets to the heart of your unique experience and inspires your partners to create unique and memorable experiences.

SUMNER'S CURRENT BRAND PROMISE:

Sumner is an authentic small town that has well planned infrastructure and easy access to a vibrant region.

QUESTIONS TO CONSIDER:

- Many small towns describe themselves as "authentic". What does that mean in Sumner? How are we authentic? How can people experience our authenticity?
- What is the benefit of our "well-planned infrastructure"? How do we bring that to life?
- While having easy access to the rest of the region is important, it could also be misinterpreted that Sumner is a great place to pass through, rather than spend time. How can we make it clear that unless you're in Sumner, you haven't truly experienced the region?

THE INSIGHTS THAT HAVE INFORMED SUMNER'S CURRENT BRAND PROMISE:

SUMNER IS GENUINE AND AUTHENTIC

Pro-business.
Highly-educated and down-to-earth.
Real, practical solutions to environmental and other wide-spread challenges.
Planned community with history/heritage.
Solution-oriented.

SUMNER IS PERSONAL AND INVOLVED

Seeks input.
Values differing opinions.
Comes together for solutions.
Gets to be involved.

SUMNER IS INSPIRING

Asks why not instead of why.
Lots of partners ready to come together.
Fun, loves traditional celebrations.
Will always try what's thought best – new, old, or never been tried before.

SUMNER'S POINT OF DIFFERENCE

Not a theme park of 1957.
No uncontrolled growth.
Not a "presto-community".
Not interested in doing things one way just because that's what everyone else is doing.
Not a lot of talk with no action.

REVIEW OF SUMNER'S BRAND & IDENTITY

by Stewart Colovin, EVP Global Brand Strategy, MMGY Global

Sumner's insights highlight many potential areas your brand could explore. It begins to speak to your unique vibe and attitude as a community. And most importantly, these are the areas that will build community pride – because they speak to what makes Sumner different from other places.

A community that focuses on “why not instead of why” tells people about the attitude and culture of Sumner. “Not interested in doing things one way just because that's what everyone else is doing” speaks to an independent community that follows its own path.

In those two statements, you've begun to tell people who you are and what you stand for. It's that type of insight and attitude that could be the foundation for creating an emotionally connected brand. It sets an expectation for how you do things differently than other places, while creating a reason to visit.

BRAND *Opportunities*

Sumner can create a brand that embodies the attitude and spirit of the community while building bridges between its residents, visitors and public and private sectors. One well-crafted brand can connect emotionally with each of your audiences without Sumner as “something for everyone”. It can tell people who you are, why they would want to live, work and play, visit or run a business in Sumner, and be the thread that ties all brands within the town together.

Sumner is evolving as a community. Its projected growth will change the community. This raises the question of the continued relevancy of the community's brand of small town charm.

It is possible to continue to deliver on a brand focused on small town charm, if the community is aligned to it, businesses are providing exceptional personal customer service, the business zones offer a community feeling through infrastructure, art and experiences and the events in the community foster the sentiment.

To achieve this, Sumner's brand promise should be updated to reflect the commitment to small town charm and experiences that match that promise. Businesses and residents should be engaged in living the brand promise and it should help guide decisions for the community.

AN EFFECTIVE BRAND CAN:

**CAPTURE THE
ESSENCE AND SOUL
OF SUMNER.**



**CREATE
CONSENSUS IN THE
COMMUNITY.**



**BUILD A
PLATFORM FOR
DECISION-MAKING.**

Overarching

KEY TAKEAWAYS

1. **MORE ACCOMMODATIONS ARE NEEDED, PARTICULARLY DOWNTOWN.**
2. **SUMNER'S BRAND PROMISE AND IDENTITY SHOULD EVOLVE TO REPRESENT THE BROADER COMMUNITY.**
3. **PUBLIC TRANSPORTATION AND CONNECTIVITY SHOULD BE ENHANCED TO MEET THE NEEDS OF VISITORS.**
4. **THERE IS A SIGNIFICANT OPPORTUNITY TO DEVELOP MORE AGRITOURISM EXPERIENCES IN COLLABORATION WITH LOCAL FARMS.**
5. **TRAIL DEVELOPMENT, CONNECTIVITY, AND SERVICES ARE NEEDED TO ENHANCE OUTDOOR RECREATION.**
6. **EVENTS SHOULD BE LEVERAGED TO SUPPORT VISITATION THROUGHOUT THE YEAR.**
7. **EXTENDED EVENING AND WEEKEND BUSINESS, EXPERIENCE, AND RESTAURANT HOURS ARE NEEDED.**

VISION

A shared vision for Sumner was created to guide the direction of this Sub-Area Tourism Master Plan.

A successful vision incorporates three key elements: first, it should be inspirational, meaning it is a vision that the community is inspired to achieve. Next, it should be aspirational, meaning that it is not a reflection of the community at the time it was created. Finally, the vision should reflect key priorities.

The project advisors developed the following long-term vision for Sumner, based on the research, input, and alignment with the broader Pierce County Tourism Destination Strategic Plan:

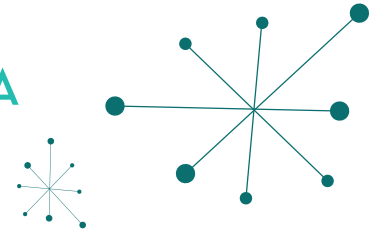
**IN 2034,
SUMNER WILL BE:**

**A WELCOMING, VIBRANT
COMMUNITY THAT CELEBRATES
ITS CONNECTIONS TO PEOPLE
AND THE LAND.**

It was important to the project advisors that Sumner's welcoming nature be reflected in its long-term vision. Equally important was that Sumner continue to grow the vibrancy of the community, through new businesses, extended hours, events and festivals and other initiatives that lead to a prosperous and welcoming community.

Finally, in looking to the future, the project advisors were keen to note that connecting with new and long-term residents will be critical, as will opportunities related to agritourism and respecting and stewarding Sumner's natural assets.

THE CITY OF SUMNER'S ROLE IN THE SUB-AREA TOURISM MASTER PLAN



The strategic goals and recommendations in this plan are a result of this collective process and represent the ideas and aspirations of the people who live in and contribute to Sumner and Pierce County.

To achieve the shared vision articulated in this Plan, it will require a collective, community-wide implementation effort across multiple organizations as well as Pierce County Economic Development, the tourism industry and community stakeholders.

Neither Sumner nor Pierce County Economic Development owns the assets and experiences related to the local visitor economy, and therefore, cannot single-handedly move this Sub-Area Tourism Master Plan forward. Their roles in implementing this Plan forward will take many forms, including:

ADVOCATE

There will be instances where the City of Sumner advocates for the advancement of strategic initiatives that will advance the city and county for the benefit of visitors and residents.

CONVENE

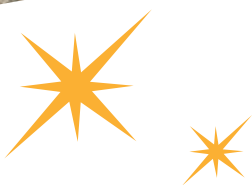
The City of Sumner may be the conveners of groups and those in positions to advance initiatives.

LEAD

There will be instances where either the City of Sumner or Pierce County Economic Development takes the lead as the organization to advance initiatives.

SUPPORT

Finally, the City of Sumner will be the supporting or partnering organization on initiatives with other leading organizations.



STRATEGIC GOALS

Emerging from this process are four strategic themes that offer guidance on how Sumner will achieve its shared vision.

Each theme is supported by initiatives that - to be successful - must be contributed to by multiple partners and stakeholders throughout Sumner and Pierce County. When successfully implemented, these goals and subsequent initiatives will make a positive impact on the quality of life, quality of experience and quality of economy in Sumner and Pierce County.

It is important to note that Sumner's Sub-Area Tourism Master Plan Strategic Goals align with those of the Pierce County Tourism Destination Strategic Plan yet are specific to the needs and opportunities of Sumner.

**ENHANCE TOURISM
INFRASTRUCTURE**

**CREATE ADDITIONAL
ATTRACTIONS, EVENTS
& EXPERIENCES**

**AUGMENT
CONNECTIVITY
& MOBILITY**

**STRENGTHEN
IDENTITY &
ALIGNMENT**

Strategic GOAL #1

ENHANCE TOURISM INFRASTRUCTURE

Sumner has a strong opportunity to enhance its comprehensive tourism infrastructure offerings from accommodations to accessibility, in ways that will support the preservation of the community's small city charm.

Adding boutique accommodation offerings downtown will give visitors more opportunity to add to the vibrancy of Main Street, the new Heritage Park, and Hops Alley, and even arrive to the area using the commuter train. Adding boutique accommodations both downtown and in the agricultural areas will accelerate Sumner's desire to welcome more leisure visitors, while ensuring the hotels in the Industrial Area can continue to welcome business travelers.

Other tourism infrastructure opportunities in Sumner include enhancing outdoor recreation offerings, its local placemaking and visitor signage as well as accessibility and sustainability measures that will benefit residents as well as visitors.

ACTION ITEMS

ACCOMMODATIONS

- Develop a boutique hotel downtown, considering the upper floors of downtown buildings.
- Support farm owners and operators in developing boutique accommodations and glamping opportunities at agritourism experiences.

OUTDOOR RECREATION

- Ensure trail development and final connectivity with the countywide trail system.
- Develop unique-to-Sumner enhancements close to trails, including interactive artwork, breweries, farm restaurants and outfitters.
- Collaborate with the county to promote trail experiences in Sumner and the connectivity throughout Pierce County.

PLACEMAKING

- Develop consistent and sufficient placemaking and wayfinding signage that celebrates Sumner.
- Develop unique laneways, pocket parks, and plazas with Sumner-specific murals and programming.
- Incorporate more murals and public art that celebrate Sumner into downtown revitalization.

ACCESSIBILITY

- Become a more accessible destination by widening paths and paving trails throughout Sumner, consider accessible accommodations and other initiatives.
- Develop recreation itineraries from Sumner for all abilities.

SUSTAINABILITY

- Support industry partners in adopting and participating in environmentally sustainable initiatives.

Strategic GOAL #2

CREATE ADDITIONAL ATTRACTIONS, EVENTS & EXPERIENCE



Sumner has a strong base of community events and experiences for residents and visitors, and continuing to build upon those will enhance them as drivers of overnight visitation.

With its signature event of Rhubarb Days, Sumner has the opportunity to evolve and expand the annual festival to include more food, craft brew, agricultural, and live performance draws, and even extend the length of the event to pull more visitors from outside the county to Sumner.

Another significant opportunity in Sumner is with agritourism. As travelers are seeking more unique and authentic experiences, agritourism is one way Sumner can differentiate itself from others.

ACTION ITEMS

EVENTS STRATEGY

- Develop a comprehensive event strategy focusing on developing / expanding visitor demand-generating events in shoulder seasons.
- Ensure all aspects of the community's history, heritage, and cultures are included.

SIGNATURE EVENTS

- Further evolve Rhubarb Days into a food, craft brew, coffee, flowers, live music, farmer / maker festival that extends through the whole community.
- Add elements to Rhubarb Days that will draw new audiences; drone shows, light displays, sport competitions, or agricultural symposiums.
- Work with local business operators to support a "Doors Open" Festival to showcase all the business / industrial activities in Sumner.
- Develop a Winter Festival in January & February needs-periods to support businesses and vibrancy in the community.

AGRITOURISM

- Collaborate with the County to invest in food / farm and /or cider trail development.
- Work with experience providers to develop signature culinary or farm-based events.
- Work with businesses to develop experiential offerings including cooking classes, cidery tours, live music, etc.
- Collaborate with the County on development of Signature Farmers' & Makers' Markets.

VOLUNTOURISM

- Work with local non-profits to develop volunteer programs and itineraries specifically for visitors, including incentives for participation.

EXPERIENCES

- Collaborate with community members to define the unique characteristics of Lucy V. Ryan Park and redevelop the space as a shared community asset.
- Incentivize businesses to stay open through evenings and weekends.



Strategic GOAL #3

AUGMENT CONNECTIVITY & MOBILITY

As was noted several times through the development of this project, Sumner is split in two distinct areas; the Industrial Area and the rest of the city. By further developing connectivity options, Sumner and its businesses will benefit from becoming a less disjointed community, with commuters and travelers to the Industrial Area spending more time and money downtown. By ensuring overnight visitors to Sumner have both awareness of downtown and ease of access to it, they will spend more money in the community, and be more likely to visit again. Ease of connectivity and mobility throughout the community will remove barriers for visitors and increase the economic impact they bring to Sumner.

Further developing the commuter train and local transportation options will ensure visitors can get to Sumner without adding more congestion and traffic to the roads.

ACTION ITEMS

LEVERAGE COMMUTER TRAIN

- Create a campaign to encourage train riders to visit downtown Sumner.
- Promote bus and train transportation combo for weekday traffic.
- Develop packaging & promotions around weekend use / festival opportunities.

CONNECT DOWNTOWN SUMNER TO INDUSTRIAL AREA

- Promote bike trails linking downtown and industrial area.
- Develop maps, marketing, and incentives to drive more commuter / business traffic from the industrial area into downtown.
- Support local restaurants in developing food truck / pop up stands in the industrial particularly for lunch specials to connect downtown with industrial area.

ENHANCE TRANSPORTATION OPTIONS

- Support private business offerings of on-demand shuttles for transportation to farms and Mt. Rainier.
- Partner with experiential transportation providers to help visitors move through Sumner (ie: Circuit).
- Develop shared itineraries with transportation options from Tacoma / SeaTac.
- Advocate for more rideshare options in Sumner (ie: Uber, Lyft, etc).

NON-VEHICULAR OPTIONS

- Support bike / e-bike rentals or outfitters in downtown and industrial area.
- Develop bike lanes throughout Sumner to encourage non-vehicular transportation and links to trails.

Strategic GOAL #4

STRENGTHEN IDENTITY & ALIGNMENT

As highlighted in Sumner's brand assessment, Sumner has the opportunity to create a brand that embodies the attitude and spirit of the community while building bridges between its residents, visitors, and public and private sectors.

A destination brand will support collaboration within the community, including new residents, and build the story that will compel visitors to want to visit Sumner.

ACTION ITEMS

BRAND

- Undertake a community-wide exercise to understand sentiment on identity and create buy-in.
- Develop a collaborative and open process with the community on Sumner brand and identity validation or refinement.
- Create opportunities for all businesses and residents to share in and celebrate Sumner's brand.
- Align with Pierce County on a cohesive countywide brand.

MARKETING

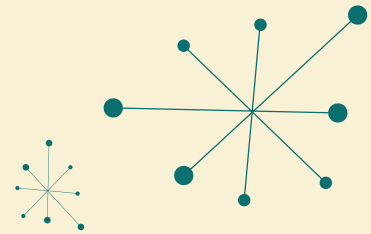
- Develop collaborative marketing & activation strategy.
- Develop collaborative marketing & activation strategies with the business zones.
- Promote business zones in East End and Industrial areas of Sumner.

ALIGNMENT

- Actively support Pierce County's long-term tourism development and identity initiatives.

Overarching

KEY TAKEAWAYS



TO BE SUCCESSFUL, LONG-TERM STRATEGIC PLANNING REQUIRES SIGNIFICANT FOCUS ON IMPLEMENTATION.

It is recommended that the City of Sumner, as stewards of the Sub-Area Tourism Master Plan, appoint a champion responsible for the implementation and ongoing work on the Plan. It is further recommended that there is public reporting on the progress of the Plan, to demonstrate accountability and highlight the efforts and organizations involved.

It is also recommended that stakeholders consider funding sources to enable the implementation of the initiatives outlined in this plan.



CITY OF
SUMNER
WASHINGTON

**1104 MAPLE STREET
SUMNER WA 98390
253-863-8300**

SUBJECT: Resolution No. 1669 - Sumner-Bonney Lake Wastewater Treatment Facility Interlocal Agreement

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1669 -Sumner-Bonney Lake Wastewater Treatment Facility Interlocal Agreement

STAFF CONTACT: Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

The Cities of Bonney Lake and Sumner have established a long history of working together to treat the wastewater generated by both cities. While the issue of wastewater conveyance and treatment surfaced as far back as 1977, it wasn't until November 1984 that Bonney Lake, Sumner, Pierce County, and the South Hill Sewer District executed an "Intergovernmental Contract for Wastewater Facilities Management" which included improvements to the existing Sumner Wastewater Treatment Facility (WWTF). It was in this year that joint capacity ownership at the WWTF between Bonney Lake, Sumner, Pierce County, and South Hill originated.

With Pierce County's acquisition of the South Hill Sewer District in 1991 and the execution of the Sanitary Sewer Transfer Agreement between Bonney Lake and Pierce County in 2002, Bonney Lake acquired all rights and interests these two Districts had in the Sumner WWTF and Bonney Lake and Sumner became the only remaining parties to the November 1984 agreement. Because of this and regulatory requirements to expand WWTF treatment capacity again, a new agreement was executed in May 2002 (referred to as the Phase 1 agreement) that addressed "how the parties will manage, finance, share costs and review the work performed by the consulting engineers/construction contractors during the design and construction of the proposed improvements." The 2002 agreement also addressed "how the parties shall share operation and maintenance costs" and "continue the relationship into the future".

In 2010, Bonney Lake and Sumner desired to expand and operate the WWTF under a new agreement that would address needs for greater treatment capacity to serve increasing numbers of customers. A new agreement (referred to as the Phase 2 agreement) was executed in March 2012. This agreement also contained Section 17 "Pretreatment" which required updating of the ILA when a Pretreatment program became necessary. In 2021 the Washington State Department of Ecology delegated Pretreatment Program administration to the Sumner WWTF.

Per the 2012 Agreement, both Cities committed to adopting Pretreatment Program rules upon receiving the delegation order. Due to this additional requirement, the Cities are desiring to execute a new agreement for the continued treatment and disposal of sanitary sewer and provide for enhancement and expansion of the WWTF and its programs.

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 1/29/2024 COMMITTEE RECOMMENDATION: Study Session
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1669, authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and the City of Bonney Lake related to the coordination of cooperative wastewater services in a form as approved by the City Attorney.

**RESOLUTION NO. 1669
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT FOR COORDINATION OF COOPERATIVE
WASTEWATER SERVICES.**

WHEREAS, the Cities of Sumner and Bonney Lake desire to continue the operation of the Sumner Wastewater Treatment Facility (WWTF) to treat sewage from both communities; and

WHEREAS, the Washington state Department of Ecology is delegating Pretreatment Program administration and responsibility to the City of Sumner as a condition of the WWTF's National Pollution Discharge Elimination System (NPDES) permit requirements; and

WHEREAS, both the Cities of Sumner and Bonney Lake desire to revise their existing interlocal agreement to include Pretreatment Program administration, while also making minor administrative modifications; and

WHEREAS, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the Sumner City Council reviewed the agreement during a study session on January 22, 2024.

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

Section 1. The Mayor is authorized to enter into the Interlocal Agreement for the Coordination of Cooperative Wastewater Services substantially in a form as approved by the City Attorney.

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

APPROVED AND ADOPTED this 5th day of February 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND
THE CITY OF BONNEY LAKE, WASHINGTON FOR THE COORDINATION
OF COOPERATIVE WASTEWATER SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 by and between the City of Bonney Lake, a municipal corporation of the State of Washington (“Bonney Lake”) and the City of Sumner, a municipal corporation of the State of Washington (“Sumner”) (collectively “Parties” or individually a “Party”) for the purposes set forth herein.

Whereas, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34, the Cities of Bonney Lake and Sumner, the parties to this Agreement, may contract with one another to perform government functions or services; and

Whereas, in 1977, Bonney Lake, Pierce County, and South Hill agreed to develop a regional sewerage system, with Bonney Lake overseeing the project. The EPA approved the Facility Plan in 1977 and Addendum III in 1979, expanding the Sumner Wastewater Treatment Facility (WWTF). An interlocal agreement adopted in 1979 involved construction and management of the WWTF, with Sumner responsible for sewage treatment; and

Whereas, in 1984, the parties executed a Contract for WWTF expansion and operation, resulting in joint capacity ownership. The Phase I expansion of the WWTF increased approved sewage treatment capacity from 1.2 MGD average daily flow and 3.0 MGD peak flow to 1.42 MGD average daily flow and 3.56 MGD peak flow; and

Whereas, in 2002, Bonney Lake signed a Sanitary Sewer Transfer Agreement for the transfer of specific portions of the Pierce County Sewer Service Area and facilities to Bonney Lake, including capacity ownership in the expanded Sumner Treatment Plant; and

Whereas, an intergovernmental agreement (Phase I agreement) was executed in 2002 between Sumner and Bonney Lake for further WWTF expansion. The 2002 Agreement established guidelines for managing, financing, and sharing costs during WWTF improvements, resulting in an average daily capacity increase to 4.6 million gallons per day, shared equally by Bonney Lake and Sumner. Two reconciliations under Section 2.0 of the 2002 Agreement have led to Bonney Lake transferring funds to Sumner; and

Whereas, in 2010, the State of Washington Department of Ecology mandated Sumner to plan for increasing WWTF capacity, leading to the Phase II Expansion which increased average daily capacity to 6.1 MGD; and

Whereas, after reviewing previous WWTF contracts, the parties adjusted the shared average daily capacity to 2.8 MGD assigned for Sumner and 3.3 MGD assigned for Bonney Lake. Both Cities secured a \$4.7 million loan commitment each from the 2012 Public Works Trust Fund of Washington State for executing the Phase II Expansion; and

Whereas, in 2021, the Washington Department of Ecology delegated Pretreatment Program administration responsibility to the WWTF. As per the 2012 Intergovernmental Agreement, the Parties committed to adopting the Sumner WWTF Pretreatment Program rules upon receiving the delegation order. Now, the Parties seek to enter into an Agreement for program implementation and enforcement; and

Whereas, Sumner holds National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit No. WA-0023353 for this facility with Bonney Lake listed as a contributing jurisdiction; and

Whereas, the parties desire to enter into this Agreement for the primary purpose of providing for the continued treatment and disposal of sanitary sewage generated in the regional area covered by this Agreement and to provide for the enhancement and expansion of the WWTF to accomplish that purpose;

Now, therefore, pursuant to RCW Chapter 39.34 in consideration of the term's mutual covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. **Purpose and Scope.** This Agreement addresses how the parties shall manage and share costs for the joint provision of regional wastewater treatment services to the Wastewater Treatment Facility Plan Service Area, defines the respective capacity ownership shares of each party, and describes how the amount of those shares may change in response to future demands.
2. **Definitions of Terms.** The following words and phrases used in this Agreement shall have the following meaning:
 - B. **Administrative Lead.** Agency responsible for the coordination, administration, and management of this Agreement.
 - C. **Annual Joint Facility Report.** An annual report made available to each agencies constituents that includes metrics illustrating each party's percent usage based on the previous year's loading data in terms of Flow, BOD and TSS. The report shall include annual sewer expenditures expressed as a percentage of wastewater treatment costs and each agencies separate collection system costs.
 - D. **Agreement.** Means this Interlocal Agreement Between the City of Sumner and the City of Bonney Lake, Washington for Cooperative Wastewater Services.
 - E. **Biochemical Oxygen Demand (BOD).** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).
 - F. **Capacity Ownership.** The amount of total flow, total BOD, and total TSS assigned to each party as outlined in 5.A below.
 - G. **Capacity Ownership Percentage.** Each Party's share of WWTF loading limit for total flow, total BOD, and total TSS expressed as a percentage.

- H. **Capacity Usage.** The amount of actual total flow, total BOD, and total TSS received by the WWTF from each Party.
- I. **Capacity Usage Percentage.** Each Party's actual total flow, total BOD, and total TSS received by the WWTF from each Party expressed as a percentage of total daily concentrations of each pollutant received at the WWTF.
- J. **Collections.** A series of pipes, manholes, lift stations, and other devices that transport used water from residential and non-residential customers to a treatment plant.
- K. **Compliance Improvements.** Any WWTF upgrades or improvements required to achieve compliance with newly established, or more restrictive, conditions within the WWTF NPDES Permit.
- L. **Contributing Jurisdiction.** The City of Bonney Lake, a City who is authorized by law to provide a system of sewers for the collection and transmission of wastewater delivered to the WWTF.
- M. **Control Authority.** The City of Sumner, as the Owner of the WWTF, who administers and manages the overall affairs of the WWTF, including treatment operations and without limitation the administration of the Pretreatment Regulations.
- N. **Clean Water Act.** The Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.
- O. **Future Expansion.** Any WWTF upgrades or improvements initiated to accommodate increased Capacity Ownership from either Party.
- P. **Fats, Oils, and Grease.** Components of wastewater that are able to be measured by the methods described in the current edition of Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136.
- Q. **Inflow and Infiltration.** Excess water that flows into sewer pipes from groundwater, through holes, cracks, joint failures, and faulty connections existing in the collection system, and from stormwater from roof drains, foundation drains, storm drain cross-connections, or through holes in manhole covers.
- R. **Indirect Cost Assessment.** No less than every five years, the City of Sumner shall update its Indirect Cost Assessment model. A charge, consistent with the most recent model as adjusted annually to reflect inflation, will be shown on each quarterly billing and will be presented during each quarterly Joint Advisory Committee meeting that is inclusive of the following: overhead costs for WWTF administration and management, including but not limited to, services provided by Sumner's Admin Services, Finance, Legal, HR, and Engineering staff that relate directly to the processing of and compliance with the obligations outlined in this Agreement.
- S. **Joint Advisory Committee.** The committee responsible for providing input related to the administration of this Agreement.
- T. **Joint Facility.** The WWTF serving Sumner and Bonney Lake.
- U. **Joint Facility Major Operating Expenses.** Any expenses to the WWTF, not limited to, equipment, maintenance, replacement, necessary purchases, over \$100,000, necessary for the continued and routine operations of the WWTF.

- V. **Capital Improvements.** Any upgrades that improve the routine operations of the WWTF, with a useful life of two or more years.
- W. **Joint Facility Operations and Maintenance.** WWTF expenditures, supported by data on cost allocation, including but not limited to:
1. Operating Transfers: IT, Equipment Reserve.
 2. Operations and Maintenance Costs: Salaries for treatment plant staff, Professional Services, Communication, Insurance, Public Utility Services (Power and Gas), Repairs, Maintenance, necessary Replacement, Training, and Indirect Cost Assessment.
- X. **Joint Facility Operations and Maintenance Expenses.** Expenses attributed to Joint Facility Operations and Maintenance.
- Y. **Joint Pretreatment Program.** The water quality program that implements the Clean Water Act requirements to control pollutants in wastewater from non-domestic sources before they reach the WWTF, for which both Parties are compelled to apply within the service area served by the WWTF.
- Z. **Non-Domestic Wastewater.** Wastewater that is not Domestic Wastewater.
- AA. **Non-Domestic User.** Any Person that does not qualify as a Domestic User and is a source, or potential source, of Indirect Discharge. This includes but is not limited to Food Service Establishments, Auto-related businesses, Medical Facilities, Commercial or Industrial Facilities, and Warehouses.
- BB. **National Pollution Discharge Elimination System (NPDES) Permit.** The permit issued by the Department of Ecology to the City of Sumner pursuant to provisions of the State of Washington Water Pollution Control Law RCW 90.48 and under the Federal Clean Water Act, Title 33 USC SS 1342 et seq. When referenced in this Agreement the NPDES as currently issued, or as amended in the future will apply.
- CC. **Pretreatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except not by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
- DD. **Pretreatment Regulations.** Sewer ordinance establishing all pretreatment authorities required to impose pretreatment standards and requirements found at 40 CFR Part 403 and WAC 173-216-110.
- EE. **Publicly Owned Treatment Works (POTW).** A treatment works, as defined by Section 212 of the Federal Clean Water Act (33 U.S.C. Section 1292). This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of Sewage or Industrial Wastes of a liquid nature and any conveyances which convey Wastewater to a Treatment Plant.
- FF. **Total Suspended Solids (TSS).** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removeable by laboratory filtering, as included in the current edition of

Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136.

GG. **Treatment.** The process which removes and eliminates pollutants from wastewater and converts into an effluent that can be returned to the waters of the state.

HH. **Wastewater Treatment Facility (WWTF).** The Sumner WWTF which is designed to provide treatment of municipal Sewage and Non-Domestic Wastewater for the cities of Sumner and Bonney Lake.

II. **Wastewater Treatment Facility Plan.** The Wastewater Treatment Facility Final Comprehensive Facility Plan Addendum 3 (Gray & Osbourne, 2023), or current adopted plan.

JJ. **Wastewater Treatment Facility Service Area.** The area encompassed by the Wastewater Treatment Facility Plan for which the WWTF is designed to serve, and which service area is set forth in the Interlocal Agreement Sewer Service Area map, Attachment 1, and has been approved by the Washington Department of Ecology, but additional area may be added by the approval of both Parties and any required governmental agencies, but such approval shall not be unreasonably withheld.

3. **Term of Agreement.** This Agreement shall continue until terminated by the mutual consent of both parties pursuant to Section 7 below, provided, however, that the Agreement shall be subject to periodic review and updating for the purposes set forth in Section 5.D.5 below, or at other times by mutual agreement of the parties. The parties specifically acknowledge that a portion of the prior agreement between the parties sunset on January 1, 2023, and therefore, a new agreement with updated terms and without the expired or no longer applicable sections is needed. The parties further agree that the Effective Date of this agreement shall be January 1, 2023. By execution hereon, the parties hereby ratify and confirm any and all prior acts consistent with the terms herein.

4. **Administration.** For purposes of this Agreement, a Joint Advisory Committee (JAC) shall be formed to oversee the administration of the Agreement. The JAC will review WWTF operations, discuss improvements, address budget matters, and ensure compliance with this Agreement. The JAC provides timely input on proposed changes in plans, budgets, and capital programs. Parties are responsible for presenting growth projections and waste increases for consideration by the JAC.

A. **Members.** The committee comprises the Mayors, three Council Members from each City, and City Administrators or their designees.

B. **Committee Meetings.** This committee shall meet Quarterly to perform responsibilities as identified above. In addition to the JAC Members, the Public Works Director of Sumner, Public Services Director of Bonney Lake, and WWTF Superintendent shall attend as non-committee members.

C. **Technical Working Group.** In addition to the JAC, the parties will establish a Technical Working Group (TWG) made up of four appointed staff members from each City, all of whom have oversight responsibilities or expertise in sewerage, NPDES, pre-treatment, and/or FOG. The TWG will meet

periodically as needed and will be responsible for reviewing any expenses (capital or operating) exceeding \$100,000. The TWG will make recommendations to Sumner regarding the same.

- D. **Audit Review.** Members of the JAC or their representatives have the right to examine books and records related to the Joint Facilities and this Agreement. Such examination may take place during business hours, and the party being examined should be given a reasonable opportunity to gather the records. The JAC may appoint an advisor or accountant to assist with the review, and the requesting party is responsible for covering its own costs associated with the review.
- E. **Annual Report.** Annually, on or before March 1st of each year, Bonney Lake shall provide Sumner with data demonstrating the percentage allocation between wastewater treatment costs and Bonney Lake's collection system costs for inclusion in the annual report. Sumner will provide Bonney Lake with an annual report by June 1st of each year, showing aggregate flow data to the WWTF for the previous calendar year, specifying the flow generated by Bonney Lake and Sumner users. Both cities shall ensure that the annual report is published on their respective websites and presented to the JAC within 90 days of the date that Sumner provides the report to Bonney Lake.
- F. **Records.** In addition to the Audit Review rights above, either Party may request records from the other Party regarding the subject or subjects covered under this Agreement. The other Party will promptly provide such records that are in their possession, without cost to the other Party.

- 5. **Joint Facility Operations and Maintenance.** Sumner, as the Administrative Lead, is responsible for making all reasonable efforts to operate the WWTF in a cost-effective manner, perform the necessary maintenance to keep it in good working order, execute treatment strategies to maintain a high-quality effluent and hire and train staff to execute these goals and objectives. Sumner shall be responsible for the regulation and control of any non-domestic wastewater that is delivered to the WWTF. Contracts for engineering design services and construction are between Sumner and the Design Firm, Equipment Supplier(s) and Construction Contractor(s).

- A. **Capacity Ownership for the Joint Facility.** The parties agree, based on the current NPDES permit, that each agency owns capacity as illustrated below. This table and any corresponding references herein will automatically be updated to reflect any changed or amended NPDES permit conditions.

Average Monthly Influent Loading	Flow (MGD)	BOD (lbs/day)	TSS (lbs/day)
Bonney Lake	3.3	5886	6836
Sumner	2.8	5014	5824
Total Permit	6.1	10900	12660
Percent Capacity Ownership: Bonney Lake	54%	54%	54%
Percent Capacity Ownership: Sumner	46%	46%	46%

BOD and TSS values calculated from 2021 WWTF NPDES Permit Requirements for maintaining adequate capacity.

- B. **Points of Connection.** The parties have connected collection lines to the WWTF. If future WWTF improvements require relocating or adding connection points, the Party requesting the changes must submit plans for approval. The Party benefiting from the modification will bear all design and construction costs. Costs for modifications resulting in a joint benefit will be apportioned according to percentage share of capacity ownership.
- C. **Flow Metering and Monitoring.** Sumner will be responsible for maintaining the flow monitoring equipment and facilities to measure daily wastewater flow from both Sumner and Bonney Lake to the WWTF. The meters will be calibrated at least once a year. Sumner will monitor the flow data from both Cities' sewer collection systems. If any anomalies or unusual occurrences are detected, Sumner will promptly inform Bonney Lake. The flow calibrations will be shared with Bonney Lake during a quarterly JAC meeting.
- D. **Non-Domestic Wastewater.** All sources of Non-Domestic Wastewater discharged to the WWTF shall be managed in accordance with the conditions within the WWTF NPDES Permit Section S6., and any other applicable State and Federal regulations. Any user of the collection system connected to the WWTF that discharges a source of non-domestic wastewater shall be herein referred to as a "Non-Domestic User."
 - 1. **Endorsement of the Pretreatment Program.**
 - a. Sumner and Bonney Lake fully support and endorse the Sumner – Bonney Lake Joint Pretreatment Program (JPP). Both parties acknowledge that Sumner will be responsible for administering, managing, determining staffing levels, and overseeing the program upon formal delegation of authority by the Washington Department of Ecology to the WWTF.
 - b. Sumner and Bonney Lake agree to adopt rules and regulations, to govern, regulate, and control the discharge of wastewater in the collection system serving respective areas for conveyance to the Sumner WWTF that are at least as stringent as the Pretreatment Regulations, which may include adopting these Pretreatment Regulations by reference. Sumner will provide Bonney Lake with model rules and regulations at least ninety (90) days prior to the deadline for adoption.
 - c. Sumner is required to provide the Washington Department of Ecology with notice of "substantial modifications" and "non-substantial modifications" of the approved program, as these terms are defined in 40 CFR SS 403.18. Sumner will provide Bonney Lake with advance notice of any proposed changes to the Pretreatment Regulations.
 - 2. **Implementation and Enforcement of the Pretreatment Program.**
 - a. Bonney Lake designates Sumner as its agent for implementing and enforcing the JPP for Non-Domestic Users within Bonney Lake's service area. Sumner will handle technical and administrative duties,

7

inspections, enforcement, and emergency actions. Bonney Lake will cooperate and ensure compliance by Non-Domestic Users. Sumner may take action under the Pretreatment Regulations to the same extent that can be taken by Bonney Lake, including the enforcement of the Pretreatment Regulations in applicable courts of law.

- b. Bonney Lake agrees to cooperate with Sumner in the implementation and enforcement of the Pretreatment Program. Prior to connection to the public sewer, Bonney Lake shall ensure that all new or newly identified Non-Domestic Users are informed of their responsibility to provide survey information to the Pretreatment Program Control Authority in accordance with Pretreatment Regulations. Bonney Lake shall require all Significant Industrial Users to submit plans and reports, as required by WAC Chapter 173-240, and obtain Control Authority approval prior to construction of pretreatment facilities, as part of the process to obtain sewer service where the flows will be treated by the Sumner WWTF.
 - c. Sumner, on behalf of and as an agent for Bonney Lake, will perform technical and administrative duties necessary to implement and enforce the Pretreatment Regulations. Sumner will:
 - i. Update the Non-Domestic User Survey;
 - ii. Issue permits to all Non-Domestic Users required to obtain a permit;
 - iii. Conduct inspections, sampling and analysis;
 - iv. Take appropriate enforcement action as outlined in the Pretreatment Program Enforcement Response Plan and provided for in the Pretreatment Regulations; and
 - v. Perform any other technical or administrative duties the Parties deem necessary and appropriate.
 - d. Bonney Lake will adopt Local Limits at least as stringent as the Local Limits established in the Pretreatment Regulations. Bonney Lake shall be responsible for payment to Sumner for its proportional cost of the pretreatment program. The costs shall be determined based on the total number of customers in Bonney Lake's service area who are listed as Non-Domestic Users compared to the total number of customers in both Sumner and Bonney Lake who are Non-Domestic Users within those categories. Such fees shall be billed consistent with other charges under this Agreement and identified in such invoice. Any fees or fines associated with Non-Domestic Users in Bonney Lake that are collected by Sumner shall be either remitted or credited to Bonney Lake at least annually.
3. **Fats, Oils, and Grease (FOG) Program.** The Parties will manage their respective FOG Programs, including plan review, inspections, surveys, and compliance. Sumner will prepare FOG Survey forms and involve Bonney Lake in modifications. Both parties will record and monitor FOG Program data and include it in the annual summary report.

4. **Non-Domestic Users Outside Service Areas.** Before Non-Domestic Users outside Bonney Lake's jurisdiction discharge to the WWTF, agreements will be established with the respective jurisdictions or the Non-Domestic Users.
 5. **Periodic Review.** The Parties shall review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C §§1251 et seq.) and General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR §§ 403 et seq.) issued thereunder, as necessary, but at least once every five (5) years.
- E. **Inflow and Infiltration.** Both Cities commit to minimizing the impact of extraneous stormwater and groundwater, known as Inflow and Infiltration (I&I), on their respective collection systems and treatment facilities. Inflow refers to water that enters the system through sources such as direct stormwater connections, footing drains, or downspouts, while Infiltration refers to water that seeps into the system through damaged or leaky pipes, laterals, or manholes. Each party will take proactive measures to identify and address the sources of I&I within their collection systems. This includes, but is not limited to, conducting regular inspections to detect defective sewer pipes, laterals, and manholes, and implementing appropriate corrective actions. These corrective measures may involve:
1. Replacing or rehabilitating damaged sewer pipes, laterals, and manholes to prevent water seepage.
 2. Utilizing pipe grouting or sealing techniques, using materials like cement-based compounds, to fill holes or cracks in pipes and manholes, reducing water infiltration.
 3. Employing pipe relining methods, inserting flexible liners into defective sewer pipes or laterals that harden into impermeable surfaces, preventing further infiltration.
 4. Identifying and disconnecting known inflow sources, such as cross-connected catch basin drains, footing drains, or downspouts, to reduce unnecessary water entering the system.
 5. Installing drainage systems that allow for the separation of cross-connected sewers, preventing the mixing of stormwater and wastewater.
 6. Installing backflow valves or implementing other plumbing upgrades to prevent water backflow into the system during heavy rainfall or flooding events.
- By implementing these measures, both parties aim to minimize I&I, reduce treatment costs, and ensure the efficient and environmentally responsible operation of their wastewater collection and treatment systems.
- F. **Responsible Sewer Service Areas.** This Agreement is aimed at addressing each City's sewer treatment needs until at least the year 2073. Both cities intend to primarily utilize their share of WWTF capacity to support properties within their current jurisdiction and service area. However, considering the uncertainties of future changes to various factors such as growth management, water quality regulations, and state/federal mandates, this Agreement is not

intended to restrict either City from using their capacity rights to serve areas they deem appropriate, within the bounds of state law and legal obligations. The main service areas covered by this Agreement are detailed in **Interlocal Agreement Sewer Service Area Map**, Attachment 1. For any sewer service requests outside these areas, both parties will conduct a thorough review to ensure adequacy of capacity before committing to service. While prior review is not a guarantee of future WWTF Capacity Ownership increase, it will be considered and approved if the requesting party is underutilizing its capacity under the Table in Section 5(A) of this Agreement. However, nothing herein shall be interpreted to permit any party to use any other treatment facility without mutual consent from both parties, such consent not to be unreasonably withheld.

- G. **Future Expansion of the WWTF.** The parties conducted a Feasibility Study, which determined that the current WWTF site can be upgraded to meet a total demand of both cities at 9.3 MGD (6.5 MGD reserved for Bonney Lake and 2.8 MGD reserved for Sumner). However, both Parties acknowledge that this estimate is based on good faith effort and lacks detailed analysis. If Bonney Lake requires additional capacity above 3.3 MGD, the parties agree that Bonney Lake will pay for the future expansion of the WWTF to meet the 6.5 MGD future demand. Such capacity shall be reserved exclusively for the use of Bonney Lake. Provided, however, if one party desires to acquire capacity that is owned by the other party, the party requesting such capacity will request such acquisition from the other party. If the party owning the capacity agrees, then the parties will negotiate in good faith for such acquisition, including reimbursing the party with the capacity for the capital improvement costs (plus CPI or reasonable interest) that were expended by the party with the capacity for the capacity that the acquiring party seeks to purchase.
6. **Cost Sharing.** As the Administrative Lead Agency, Sumner shall maintain separate budgeting and accounting for WWTF treatment costs from sewer collection system costs.
- A. **Biennial Budget Schedule.** A biennial budget shall be drafted according to the following schedule:
- Directors Review: Proposed budget reviewed by July 1st.
 - Joint Advisory Committee: Draft budget provided to the JAC by July 15th, and input solicited by August 15th.
 - Mayors: Draft budget submitted to respective Mayors and Council by September 1st for incorporation into both cities' biennial budgets.
 - Sumner Approved Budget: Sumner provides the approved budget to Bonney Lake by December 31st of each year.
- B. **Quarterly Billing.** Quarterly, Sumner will invoice Bonney Lake for its share of WWTF expenditures, supported by data on cost allocation, including but not limited to:
- Joint Facility Operation and Maintenance Expenses
 - Joint Facility Major Operating Expenses

Bills submitted by the 30th day, due within 30 days from invoice. Further explanations will be discussed at quarterly JAC meetings.

C. Billing Calculations.

1. Joint Facility Operations and Maintenance: Total monthly Joint Facility Operation and Maintenance Expenses will be multiplied by Bonney Lake's Capacity Usage Percentage. Each parameter factored by one third, Flow factored at 34%, BOD at 33% and TSS at 33%.
2. Joint Facility Major Operating Expenses: Total monthly Joint Facility Major Operating Expenses will be multiplied by Bonney Lake's Capacity Ownership Percentage.
3. Capital Improvements and Compliance Improvements: Expenditures associated with Capital and Compliance Improvements shall be multiplied by Bonney Lake's Capacity Ownership Percentage.

D. Joint Planning for Capital and Compliance Improvements. The parties will work through the TWG for planning capital and compliance improvements. This will provide better planning and rate forecasting for the parties and help the parties predictably fund capital expenditures. If a capital expenditure is funded by a loan or a bond, Bonney Lake will be permitted, at its option, to pay for such expenditure over the life of the loan or bond term, including its proportional share of the interest.

E. Unbudgeted Major Operating Expenses. If Sumner is aware of an unbudgeted Major Operating expense or an unbudgeted increase in a planned capital improvement, it shall provide notice to Bonney Lake within thirty (30) days of Sumner discovering such need or such increase. Unless such expense is an emergency, Bonney Lake should be provided the opportunity to comment via the TWG on the need and timing for such expense. Any non-emergency unbudgeted project costs that exceed \$100,000 will be brought to the next JAC meeting for review and recommendations.

7. Termination.

- A. Both parties mutually recognize the value of ongoing cooperation for the management and maintenance of the Joint Facility and potential future expansions. This Agreement shall only terminate by the mutual written consent of both parties, provided however, that Bonney Lake may terminate this Agreement upon five (5) years' advance written notice. Upon such notice, the parties will meet and confer to ensure a timely and efficient transition, including establishing an appropriate termination date and process.
- B. In the event the Joint Facility ceases to be utilized as a wastewater treatment facility all together, the parties shall be required to surplus the real property on which the WWTF Joint Facility sits. The net proceeds from the sale of any real property that was acquired with funds from both parties, shall be shared by the parties in direct proportion to their contribution when the real property was acquired, which shall be determined with proof of payment from each

respective City. For the avoidance of doubt, this provision is not triggered if Bonney Lake chooses to terminate this Agreement and its use of the facility and Sumner continues to utilize and operate the wastewater treatment facility.

8. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both parties.
9. **Indemnity.** Sumner shall indemnify and hold harmless Bonney Lake, its officers, employees, agents, and assigns from all costs, claims, judgments, or damages resulting from Sumner's acts or omissions associated with this Agreement. Bonney Lake, in turn, shall indemnify and hold harmless Sumner from any costs, claims, judgments, or damages resulting from Bonney Lake's acts or omissions related to this Agreement. Neither party assumes liability for the other party's existing ordinances, rules, regulations, resolutions, customs, policies, or practices. If any legal proceeding challenges the enforceability or validity of such ordinances, rules, etc., the respective party shall defend it at its own expense, and if damages are awarded, they will be satisfied by the party responsible, including all chargeable costs and attorney's service charges.
10. **Dispute Resolution.** This Agreement shall be governed by the laws of the State of Washington. In the event of a dispute related to the terms of this Agreement or the amounts charged to the WWTF to Bonney Lake, the Parties first agree to attempt to resolve such dispute. If the resolution is unsuccessful, then both parties agree to seek resolution through mediation administered by a mediator under JAMS Alternative Dispute Resolution (or another mutually agreed alternative dispute resolution service) before resorting to litigation. Each party shall pay half of the mediation costs and will bear its own legal fees. If mediation is unsuccessful, or if the parties mutually agree to waive it, any unresolved controversy or claim may be filed in Pierce County Superior Court. The prevailing party in any such litigation shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expert witness fees, and costs for such litigation.
11. **Notice.** Any notice as required by agreement shall be made to the contact person listed below in writing and sent by first class mail with a copy also sent via email the same day:

City of Bonney Lake	City of Sumner
City Administrator 9002 Main St E Bonney Lake, WA 98391 Email: ca@cobl.us	City Administrator 1104 Maple Street Sumner WA 98390 Email: ca@sumnerwa.gov

Either party may update the contact information in this Section by giving notice to the other party.

12. **Insurance.** Bonney Lake and Sumner shall maintain at all times during the course of this Agreement membership in the Washington Cities Insurance Authority unless the parties mutually agree in writing, and in advance of any change hereto, to allow one or both parties to participate in another available and comparable public insurance risk pool.
13. **Non-Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.
14. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
15. **Entire Agreement.** The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. No amendments to this Agreement shall be binding upon the parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

Dated this _____ day of _____, 2024.

Attest/Authenticated:

City of Bonney Lake

Sadie Schaneman
City Clerk

Michael McCullough, Mayor

Approved as to Form:

Jennifer Robertson, City Attorney

Attest/Authenticated:

City of Sumner

Michelle Converse, City Clerk

Kathy Hayden, Mayor

Approved as to Form:

Andrea Marquez, City Attorney



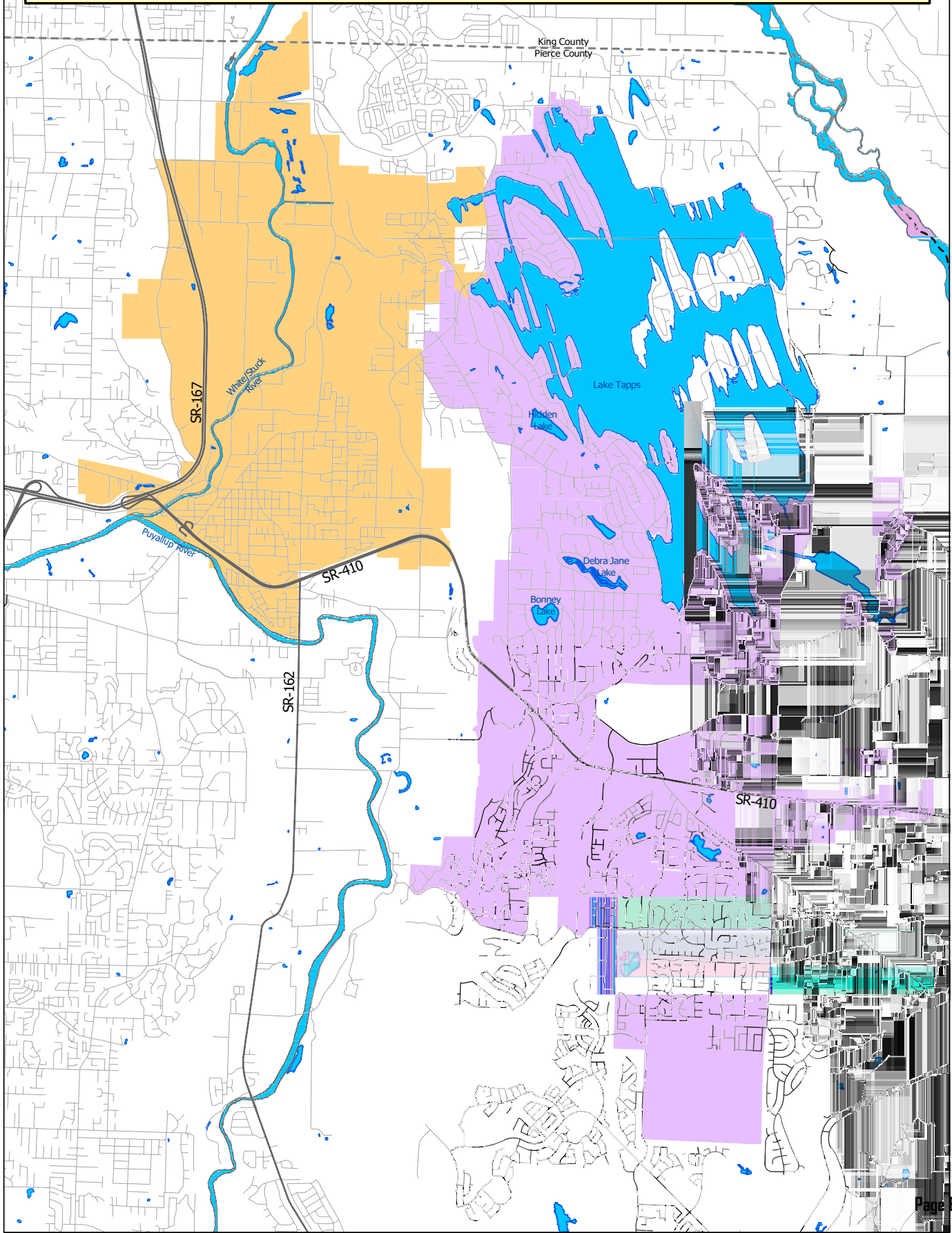
BONNEY
Lake

ATTACHMENT 1

Sumner - Bonney Lake Joint Pretreatment Jurisdiction Map

- Sumner Sewer Service Area
- Bonney Lake Sewer Service Area

Scale:
0 0.25 0.5 1 Miles



SUBJECT: Approval of the meeting minutes from January 16, 2024, regular council meeting, January 22, 2024, study session and the special study session of January 29, 2024.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - January 16, 2024
2. Minutes - January 22, 2024
3. Minutes - January 29, 2024

STAFF CONTACT:

SUMMARY BACKGROUND:

Minutes from the previous January meetings.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the minutes as written.



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

Staff present: Wilson, Marquez, Beagle, Windish, Kosa, Moericke, Palmer, Barber, Raymond, Steffens, Leach, Barry and 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, Bowman, Brown, Cole, Elfers and Stuard

CONSENT AGENDA

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

1. Public Defense Contract Approval
2. Resolution No. 1665 - Rejecting All Bids for CIP 21-11: Maple St Pedestrian Signals
3. Resolution No. 1666 - Heritage Park & Hops Alley Design - Pierce County LTAC Grant Acceptance
4. Tacoma Ave Overlay and Intersection - Contract Award for Design
5. Labor Agreement with Sumner Police Guild representing Non-Commissioned and Specialty Commissioned Employees
6. Labor Agreement with Sumner Police Guild Representing Commissioned Employees
7. Approval of the minutes from the January 2, 2024, regular council meeting and the 8th of January 2024, study session

PASSED BY VOICE VOTE

PUBLIC HEARING

None was scheduled.

REGULAR BUSINESS

1. Unfinished Business

There was no unfinished business tonight.

2. Public Comment

Randall Adams of 63rd Street Court East. Spoke about the Ryan House.

Nick Bierman spoke about the Ryan House.

Paul Romish – Puyallup, WA. Spoke about several topics including bike lanes and a potential tripping hazard along the Sounder tracks.

3. New Business

a. Forestry & Parks Commissioner Appointment

MOVED BY ELFERS SECONDED BY COLE TO APPROVE THE MAYOR'S APPOINTMENT OF JOHN GAMON TO THE FORESTRY AND PARKS COMMISSION TO A TERM EXPIRING APRIL 30, 2027.

Community Services Manager Derek Barry addressed the council and introduced Mr. Gamon.

Mr. Gamon spoke to the council and is looking forward to contributing to the commission.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2879 - 2024 Compensation Schedule Appointment

MOVED BY BOWMAN SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2879 – 2024 COMPENSATION SCHEDULE.

Administrative Services Director Jeff Steffens addressed the council.

PASSED BY ROLL CALL VOTE.

c. Substitute Ordinance No. 2875 – Utility Rate Adjustments

MOVED BY STUARD SECONDED BY COLE TO ADOPT SUBSTITUTE ORDINANCE NO. 2875 – UTILITY RATE ADJUSTMENTS.

Associate City Engineer Andrew Leach spoke on the topic.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

4. Reports

a. Council

Councilmembers Bowman, Brown and Deputy Mayor Cole had nothing to report tonight.

Councilmember Elfers thanked Mr. Gamon for serving on the Parks & Forestry Commission.

Councilmember Stuard thanked Mr. Gamon for serving on the Parks & Forestry Commission. He reminded the public of the opening on the Council.

Councilmember Bitetto reminded the public of the upcoming special levy for the school district and how important it is to vote.

b. **City Administrator**

City Administrator Jason Wilson reported on the following:

Upcoming Policy Issues:

- January 22nd – Study Session
 - 2024 Refuse and Recycling Rates
 - Community Partners Fund Recipient Presentations
- January 29th – Special Study Session
 - City Facilities Update
 - Interlocal Agreement with Bonney Lake for Wastewater Treatment
- February 5th – Regular Council Meeting
 - Resolution establishing the 2024 Refuse and Recycling Rates
 - Resolution for the Interlocal Agreement with Bonney Lake for Wastewater Treatment
 - Operations Facility Construction Management Contract
- February 5th – Special Study Session
 - Essential Public Facilities zoning code amendment

Personnel Issues:

- With Mike Dahlem's retirement becoming official last week, Public Works Director Michael Kosa has completed a minor reorganization of the department to better meet functional management needs.
 - The City Engineer position, previously held by Mr. Kosa, has been retitled to Deputy Public Works Director of Engineering, and Alisa O'Haver-Ayala has been promoted to that position. This position will oversee the engineering division of Public Works.
 - Additionally, the city hired Ryan Johnstone as the Public Works Deputy Director of Operations. This position will oversee the Wastewater Treatment Facility and Field Operations divisions. Ryan comes to us from the City of Bonney Lake where is currently the Public Services Director. Ryan's first day will be January 31st.

Policy Follow-Up:

- Legislative Update
 - SB6173 signed as pro: Changes allowed uses for 1406 funds increasing from 60%AMI to 80%

Miscellaneous:

- The City continues to accept applications to fill the current council vacancy. More information can be found on the City's website. Applications are due February 1st at 5pm.
Last Friday Alyssa Leach plead guilty to Arson in the 1st degree for our downtown fire that occurred in October of 2022. Ms. Leach will be sentenced this Friday. The Mayor and I will both be speaking at her sentencing hearing, in support of the prosecutor's recommended 36-month sentence.

c. **Mayor**

Mayor Hayden thanked staff for their extra work through the cold weather. Public Works have been treating our roads with de-icer and our new Emergency Management Coordinator Evan Brazitis has been working within the community to establish warming shelters and getting information on county-wide resources for our staff to have. She ended her comments by thanking the Police who continue serving our community no matter what the temperature is and to stay warm.

5. Executive Session

There was none tonight.

6. Adjournment

With no other matters before the Council, Mayor Hayden adjourned the meeting at 6:29pm. 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: Wilson, Marquez, Windish, Kosa, Beagle, and Steffens

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

CALL TO ORDER

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers and Stuard

REGULAR BUSINESS

1. Murray's Disposal Rate Increase
(District Manager Steven Hopkins & Administrative Services Director Jeff Steffens)
2. Community Partners Fund Updates
(Community & Economic Development Director Ryan Windish. Community Partners: Mi Casa Housing: Holly Emerson, Secretary; Sumner-Bonney Lake Family Center: Marilee Hill-Anderson, Sumner-Bonney Lake School District Rep.; Sumner Community Food Bank: Anthony Apeles, CEO; Sumner Main Street Association: Nicole Wilsey, President; Vadis: Chris Christian, CEO)

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 7:27pm.

Attest:

Michelle Converse, City Clerk

Kathy Hayden, Mayor



SPECIAL STUDY SESSION MINUTES
City Hall – 1104 Maple Street
January 29, 2024 6:00 PM

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

Staff present: Wilson, Marquez, Windish, Palmer, Kosa, Moericke, O’Haver-Ayala, Steffens, Raymond, Barber, and Beagle

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

CALL TO ORDER

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers and Stuard

COUNCILMEMBER BOWMAN WAS ABSENT. A MOTION TO EXCUSE THE COUNCILMEMBER WAS MADE BY BITETTO SECONDED BY COLE. MOTION PASSED BY VOICE VOTE.

SPECIAL BUSINESS

1. Resolution No. 1669 – Sumner-Bonney Lake Wastewater Treatment Facility Interlocal Agreement
2. City Facilities Update

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

Mayor Hayden adjourned the meeting into Executive Session at 7:40pm for the purposes of discussing with counsel representing the agency litigation or potential litigation per RCW 42.30.110(1)(i) for a period of 15 minutes. This was extended two times for an additional 15 minutes.

Mayor Hayden then reconvened the Special Study Session at 8:07pm.

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 8:07pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Resolution No. 1668 - Murrey's Disposal Rate Increase

CATEGORY: Resolution

BUDGET IMPACT:

ATTACHMENTS:

1. Resolution No. 1668 - 2024 Murrey's Disposal Rate Increase

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City's contract with Murrey's Disposal stipulates that rates will be adjusted annually based on two factors. The first factor is the change in landfill/disposal costs. In March 2024, Pierce County will be increasing the landfill rate from \$171.23 per ton to \$174.84 per ton. The second factor allows Murrey's an annual inflation increase equal to 80% of the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the period of October to October of the previous year. Eighty percent of the CPI change for this period is 3.83%.

Our agreement also allows for the contractor to apply for rate adjustments to reflect unforeseen costs arising during the term of the agreement. As a result of Washington's Climate Commitment Act, Murrey's has begun incurring a carbon fee on all fuel purchases. They have requested to pass through this increase at a rate of \$0.19/month to residential customers and between \$0.28/month to \$2.84/month to commercial customers depending on level of service. A detailed list of the proposed 2023 rates is attached to the Resolution as exhibit A. The public was provided a forty-five (45) day notice of the proposed rate increase, which is scheduled to go into effect March 1, 2024.

District Manager Steven Hopkins from Murrey's Disposal will be available to answer additional questions.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
--

MEETING/STUDY SESSION DATE: 1/22/2024

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Adopt Resolution 1668 authorizing an increase to the 2024 Refuse Rates.

**RESOLUTION NO. 1668
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
ADOPTING THE 2021 MURREY’S DISPOSAL COMPANY RATE INCREASE.**

WHEREAS, the City of Sumner’s contract with Murrey’s Disposal Company stipulates that the rates will be adjusted each year for both the increase in landfill tipping fees as well as 80% of CPI for refuse and recycling activities; and

WHEREAS, the contract allows for Murrey’s to seek an adjustment due to unforeseen costs and Murrey’s is requesting an additional increase to offset the Washington Climate Commitment Act; and

WHEREAS, the City of Sumner provided the public with a 45-day notice of the proposed rate increase.

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

Section 1. That the Sumner City Council adopts the 2024 Murrey’s Disposal Company rate increase, attached hereto as Exhibit A and adopted by reference.

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

Section 3. Upon passage and approval of this Resolution, it shall take effect March 1, 2024.

ADOPTED AND APPROVED this 5th day of February 2024.

Mayor Kathy Hayden

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

City Attorney Andrea Marquez

Resolution No. 1668 -- Exhibit A

Cart Service:				New Rate	Carbon Fee	Total Rate
10 Gallon Cart				21.44	0.19	21.63
20 Gallon Cart				29.36	0.19	29.55
32 Gallon Cart				36.68	0.19	36.87
65 Gallon Cart				51.39	0.19	51.58
95 Gallon Cart				67.77	0.19	67.96
50' maximum walk-in / drive in fee (per cart)				30.20	0.00	30.20
Occasional extra				6.95	0.00	6.95
Return trip charge				10.57	0.00	10.57
Additional recycling cart				8.70	0.00	8.70
Recycle Plus				18.00	0.00	18.00
Restart Fee				29.83	0.00	29.83
Container Service:						
1 yard once a week				144.31	0.57	144.88
1 yard twice a week				288.64	1.14	289.78
1.5 yard once a week				201.18	0.57	201.75
1.5 yard twice a week				402.01	1.14	403.15
1.5 yard three times a week				593.62	1.70	595.32
2 yard once a week				261.41	0.57	261.98
2 yard twice a week				522.74	1.14	523.88
2 yard three times a week				784.16	1.70	785.86
2 yard four times a week				1,057.96	2.27	1,060.23
4 yard once a week				494.17	0.57	494.74
4 yard twice a week				988.38	1.14	989.52
4 yard three times a week				1,482.52	1.70	1,484.22
4 yard four times a week				2,042.99	2.27	2,045.26
4 yard five times a week				2,551.98	2.84	2,554.82
6 yard once a week				698.38	0.57	698.95
6 yard twice a week				1,396.66	1.14	1,397.80
6 yard three times a week				2,095.07	1.70	2,096.77
6 yard four times a week				2,807.31	2.27	2,809.58
6 yard five times a week				3,506.59	2.84	3,509.43
4 yard compactor once a week				2,001.70	0.57	2,002.27
4 yard compactor twice a week				4,003.37	1.14	4,004.51
Connect/Reconnect once a week				80.93	0.00	80.93
1 yard extra pickup on regular route				38.45	0.00	38.45
1.5 yard extra pickup on regular route				51.88	0.00	51.88
2 yard extra pickup on regular route				66.69	0.00	66.69
4 yard extra pickup on regular route				121.11	0.00	121.11
6 yard extra pickup on regular route				171.93	0.00	171.93
4 yard compactor extra pickup on regular route				472.63	0.00	472.63
Connect/Reconnect Compactor				17.00	0.00	17.00
Loose or bulky material						
(Minimum charge on regular route)				54.40	0.00	54.40
(Minimum charge on special route)				95.86	0.00	95.86
Yard Waste				7.80	0.00	7.80
Re-delivery Fee				29.27	0.00	29.27
Return trip charge				21.20	0.00	21.20
Time Charge				122.89	0.00	122.89
Lock/Unlock				5.73	0.00	5.73
Return Check				29.27	0.00	29.27

February 2024

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3
			6:00PM CANCELLED Planning Commission		
5	6	7	8	9	10
6:00PM Regular Council Meeting (Hybrid) 6:15PM Special Study Session (Hybrid)	4:00 PM Public Works Committee (Hybrid)		4:30PM Forestry/Parks Commission (Hybrid)		
12	13	14	15	16	17
6:00PM Study Session (Hybrid)		6:30PM Design Commission (Hybrid)	4:00PM Finance Committee (Hybrid)		
19	20	21	22	23	24
RECOGNIZED HOLIDAY CITY HALL CLOSED	6:00PM Regular Council Meeting (Hybrid)	4:00PM Public Safety Committee (Hybrid)	6:00PM Cultural Arts Commission (Hybrid)		
26	27	28	29		
6:00PM Study Session (Hybrid)		5:00PM CD Committee (Hybrid)			

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

Name: Michelle Converse, CMC
Title: City Clerk

City of Sumner
1104 Maple Street | Sumner, Washington 98390
253-863-8300
Website: www.sumnerwa.gov