



Members: Councilmembers Clerget, Elfers, Stuard, Alt. Brown

Staff: Michael Kosa, Alisa O’Haver-Ayala, Ryan Johnstone, Andrew Leach, Robert Wright, Andria Hannegan, Courtney Littrell, Drew McCarty, Gursimran Singh, Thi Le, Kelsey White

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 (First Floor Conference Room), or virtually by using the meeting access link below:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

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CALL TO ORDER

COMMITTEE BUSINESS

1. Resolution 1680: Stormwater Capacity Grant Acceptance
2. Conduit Lease Agreement
3. Ordinance No.: 2885 - Transportation Impact Fees
4. Resolution No. 1679: TIB Grant Acceptance - Sidewalk Repair Program
5. Operations Facility North Parcel - Construction Contract Award
6. Joint Advisory Committee - Discussion

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Resolution 1680: Stormwater Capacity Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1680: Stormwater Capacity Grant Acceptance

STAFF CONTACT: Robert Wright, Engineering Specialist

SUMMARY BACKGROUND:

Every two years the Department of Ecology grants the City funds to assist in stormwater NPDES permit implementation and compliance. The Grant is \$130,000 which can reimburse any permit related expenses between July 1st, 2023 and March 31st, 2025. In previous years this grant has helped fund cleaning of stormwater structures, providing stormwater education to the public, and staff time.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/2/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1680; acceptance of the stormwater capacity grant

RESOLUTION NO. 1680

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE DEPARTMENT OF ECOLOGY**

WHEREAS, the City is responsible for compliance with the state NPDES Permit; and

WHEREAS, to help maintain compliance with the City's NPDES permit, the City of Sumner applied for Stormwater Capacity Grant; and

WHEREAS, July 1st 2023 the City was awarded \$130,000; and

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

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

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Stormwater Capacity grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Conduit Lease Agreement

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Astound - City of Sumner - Conduit Lease Agreement - 03-20-2024

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City has entered into an agreement with Astound to lease "dark" fiber to provide City facilities with internet connectivity.

Astound will be installing the fiber via in ground conduit or in the air on leased poles. There are several areas where it is advantageous to both the City and Astound for them to install fiber in existing City-owned conduit. There have been nine conduit segments identified which shall be covered by this lease. In segments where the conduit is used to solely provide services to the City, there will be no monthly cost. Sections used by Astound for commercial use shall be subject to an annual lease fee of \$11,300. The initial term of the lease is for ten years with four additional 5-year renewal terms for a total of 30 years.

COUNCIL COMMITTEE/STUDY SESSION: Public Works

MEETING/STUDY SESSION DATE: 4/2/2024
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute a Conduit Lease Agreement with Astound.

CONDUIT LEASE AGREEMENT

This CONDUIT LEASE AGREEMENT (this “**Agreement**”) is made and entered into as of the date of last signature below (the “**Effective Date**”), by and between ASTOUND BROADBAND, LLC, a Washington limited liability company, acting for itself and as agent for its Affiliates (collectively, “**Astound**”), and the CITY OF SUMNER, a Washington municipal corporation (“**City**”). Each of Astound and City may be referred to in this Agreement as a “**Party**,” and together as the “**Parties**.” With respect to either Party, the term “**Affiliate**” shall mean any person who directly or indirectly controls, is controlled by, or is under common control with that Party.

BACKGROUND

WHEREAS, Astound owns and operates a communications network (the “**Astound Network**”) used by Astound to provide communications services to its residential, commercial and governmental customers, including Internet access, Ethernet transport, IP transit, wavelengths, dark fiber, VoIP, video and related services;

WHEREAS, the City owns or controls certain existing communications conduit that is installed in various locations within the City of Sumner, Washington in which there is excess space (all such specified conduit, the “**City Conduit**”). The City Conduit is conduit that is specifically referred to in this Agreement and is more fully described on Exhibit A to this Agreement, which includes maps depicting the approximate locations of the City Conduit attached as Exhibits A-1 through A-9;

WHEREAS, Astound desires to obtain from the City a non-exclusive license to use the City Conduit, for an initial period of ten (10) years, with four (4) renewal options each of which is for a renewal period of five (5) years, as more fully described in this Agreement; and

WHEREAS, the City is willing to grant Astound a non-exclusive license to use the City Conduit in exchange for payment of an annual license fee in the amount of Eleven Thousand Three Hundred and No/100 Dollars (\$11,300.00) (the “**City Conduit License Fee**”), all as more fully provided and pursuant to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Astound and City agree as follows:

ARTICLE 1: THE ACCESS VAULTS

1.1 **Vaults.** Astound shall have the right to access the City Conduit at any of the now existing, or future Astound installed, vaults, manholes, handholes or other access points installed or otherwise established by the City through which the City Conduit may be accessed. Astound shall also have the right to install, at Astound’s sole cost and expense, new vaults, manholes, handholes or other access points through which the City Conduit may be accessed as may be mutually agreed by the Parties, such agreement not to be unreasonably withheld, delayed or conditioned. Currently existing and future Astound installed vaults, manholes, handholes and other access points through which the City Conduit may be accessed may be referred to as the “**Conduit Vaults**.”

ARTICLE 2: GRANT OF LICENSE TO USE CITY CONDUIT

2.1 **Grant of License.** Beginning on the Commencement Date of the Initial Term and continuing through the expiration or earlier termination of the Term, the City grants to Astound and Astound accepts from the City a non-exclusive license to use the City Conduit that contains sufficient excess space to accommodate Astound’s use as

described in this Agreement. Astound may use the City Conduit by accessing the same at the End Points, any other access points agreed upon by the Parties, as well as any and all additional access points that are added pursuant to Section 1.1 above.

2.2 Permitted Use. Astound covenants to the City that at all times during the Term of this Agreement, Astound shall use the City Conduit identified as Segments 1, 2, 3, 6, 7, 8 and 9 on the attached Exhibit A solely for to purpose of providing Services to the City and not for any commercial use or other purpose whatsoever. Astound may use the City Conduit identified as Segments 4 and 5 on the attached Exhibit A for any lawful purpose.

2.3 Annual City Conduit License Fee. As set forth in Recital D above, Astound shall pay to the City an annual license fee for use of the City Conduit in the amount of Eleven Thousand Three Hundred and No/100 Dollars (\$11,300.00). For the first year of the Term, Astound shall pay the City Conduit License Fee to the City within sixty (60) days following the Effective Date of this Agreement. In all subsequent years, Astound shall pay the City Conduit License Fee to the City within thirty (30) days following the anniversary of the Effective Date.

2.4 Additional City Conduit Added. In the event that the City adds or develops additional City conduit after the start of this Agreement, the City plans to negotiate in good faith with Astound to reach an additional license agreement(s) for Astound's access to the additional City conduit. The City shall have no obligation to license additional City conduit.

ARTICLE 3: EQUIPMENT

3.1 Equipment. "Equipment" means network components including, but not limited to, any gateway or edge electronic device, antenna, node, concentrator, bridge, receiver, transmitter, transceiver, router, switch, hub or communications lines/cables, and associated software.

3.2 Astound Equipment. Any Equipment provided by Astound in connection with the use of the City Conduit shall be referred to as the "Astound Equipment." Except as expressly provided to the contrary elsewhere in this Agreement, throughout the Term, the Astound Equipment shall remain the property of Astound and Astound shall be responsible for all maintenance and repair of the Astound Equipment. Neither the City nor any third party acting under the City's authority will relocate, modify, tamper with, attempt to repair or otherwise interfere with the Astound Equipment.

3.3 City Equipment. Any Equipment provided by the City in connection with the existing City Conduit shall be referred to as the "City Equipment." Except as expressly provided to the contrary elsewhere in this Agreement, throughout the Term, the City Equipment shall remain the property of the City and the City shall be responsible for all maintenance and repair of the City Equipment. Neither Astound nor any third party acting under Astound's authority will relocate, modify, tamper with, attempt to repair or otherwise interfere with the City Equipment.

3.4 Acceptance of Conduit by Astound. Astound shall accept the City Conduit "as is" and "where is" without any further change of placement, or any other maintenance in preparation of this Agreement. Astound is not relying on any further representations as to the exact placement, condition, or usability of the City Conduit, except as specifically stated herein.

ARTICLE 4: TERM

4.1 Initial Term. The initial term ("Initial Term") of this Agreement shall be for ten (10) years, beginning on the Commencement Date and expiring on the date that is one day prior to the tenth (10th) anniversary of the Commencement Date.

4.2 Renewal Options. There shall be four (4) renewal terms available to the Parties, each of which shall be for a period of five (5) years (the “**First Renewal Term**,” the “**Second Renewal Term**,” the “**Third Renewal Term**,” and the “**Fourth Renewal Term**,” respectively). Upon the expiration of the Initial Term, unless either Party has given the other Party no less than ninety (90) days’ advance written notice that such Party is electing to terminate the Agreement at the end of the Initial Term, the First Renewal Term shall automatically take effect without the necessity for action on the part of either Party. The First Renewal Term (if any) shall expire one day prior to the fifteenth (15th) anniversary of the Commencement Date. If the First Renewal Term occurs, then, upon the expiration of the First Renewal Term, unless either Party has given the other Party no less than ninety (90) days’ advance written notice that such Party is electing to terminate the Agreement at the end of the First Renewal Term, then the Second Renewal Term shall automatically take effect without the necessity for action on the part of either Party. The Second Renewal Term (if any) shall expire on the date that is one day prior to the twentieth (20th) anniversary of the Commencement Date. If the Second Renewal Term occurs, then, upon the expiration of the Second Renewal Term, unless either Party has given the other Party no less than ninety (90) days’ advance written notice that such Party is electing to terminate the Agreement at the end of the Second Renewal Term, then the Third Renewal Term shall automatically take effect without the necessity for action on the part of either Party. The Third Renewal Term (if any) shall expire on the date that is one day prior to the twenty-fifth (25th) anniversary of the Commencement Date. If the Third Renewal Term occurs, then, upon the expiration of the Third Renewal Term, unless either Party has given the other Party no less than ninety (90) days’ advance written notice that such Party is electing to terminate the Agreement at the end of the Third Renewal Term, then the Fourth Renewal Term shall automatically take effect without the necessity for action on the part of either Party. The Fourth Renewal Term (if any) shall expire on the date that is one day prior to the thirtieth (30th) anniversary of the Commencement Date. The total length of time this Agreement is in effect shall be referred to as the “**Term**” of this Agreement.

4.3 Effect of Expiration. Upon the expiration or earlier termination of this Agreement, all rights to use the City Conduit shall revert to the City. Astound shall have no further right hereunder to use the City Conduit. Astound shall have ninety (90) days following the expiration or earlier termination of this Agreement in which Astound may remove from the City Conduit any cable or other network facilities installed within the City Conduit. Any cable or other network facilities remaining in the City Conduit following that ninety (90) day period shall be deemed abandoned by Astound.

Commented [MB1]: This says ninety but (180) is put in parenthesis. Thus, I changed it to reflect the written number amount.

ARTICLE 5: AVAILABILITY, MAINTENANCE, REPAIR AND RELOCATION

5.1 Availability. During the Term, the City shall make commercially reasonable efforts in keeping with normal industry standards to ensure that the City Conduit and its Related Facilities are available to Astound twenty-four (24) hours per day, seven (7) days per week.

5.2 Maintenance and Repair. At all times during the Term, the City shall be responsible for performing maintenance and repair activities with respect to the City Conduit, of the same type and frequency as the City performs for its other similar network assets. Routine maintenance shall include responding to locate requests. In the event emergency repair is needed, the City shall make commercially reasonable efforts to identify the location of the damage and commence repair work within four (4) hours following the City’s receipt of notice regarding the existence of the damage. However, if Astound’s personnel arrive at the location of the damage before the City personnel, Astound shall have the right to commence and complete repairs of and to the City Conduit itself after making reasonable efforts to contact City personnel to alert the City that Astound will begin repairing. Except for the costs of emergency maintenance necessitated due to the negligence or intentional misconduct of the City, for which the City shall be solely responsible, the costs of performing emergency maintenance on or to the City Conduit will be borne by Astound. If the City performs emergency maintenance with respect to the City Conduit, the City shall invoice Astound for the Emergency Maintenance Costs the City incurred that are reasonably allocable to the City Conduit, the invoice shall include documentation reasonably substantiating the amount invoiced. Astound shall pay invoices within forty-five (45) days of the invoice date.

5.3 Relocation. During the Term, the City may relocate all or any portion of the City Conduit under any of the following circumstances: (i) the City is required to relocate by a third party with legal authority to so require (including, without limitation, the grantor of an Underlying Right); (ii) in the City's good faith business judgment, it is commercially reasonable for the City to relocate; or (iii) Astound agrees to the relocation. In the event of any such relocation, the City shall make commercially reasonable efforts to coordinate the relocation with Astound to minimize any service interruptions to Astound. In the event of a relocation pursuant to (i) or (iii) above, Astound shall be responsible for its proportionate share of the total costs of the relocation, based on the percentage the City Conduit bears to the total communications and utility facilities that are being relocated.

ARTICLE 6: DEFAULT

6.1 Definition. A "Default" shall be deemed to have occurred under this Agreement under the following circumstances:

- (a) in the case of a failure to pay any amount when due under this Agreement, a Party fails to pay such amount within fifteen (15) days after written notice from the other Party specifying such breach; or
- (b) in the case of any other material breach of this Agreement, a Party fails to cure such breach within thirty (30) days after written notice from the other Party specifying such breach, provided that if the breach is of a nature that cannot reasonably be cured within said thirty (30) day time period, a Default shall not have occurred so long as the breaching Party has commenced cure within said thirty (30) day time period and thereafter diligently pursues cure to completion.

6.2 Remedies. In the event of any Default hereunder, the non-Defaulting Party may do any one or more of the following: (i) take such actions as it deems reasonably necessary to correct the Default and charge the costs to the Defaulting Party; (ii) terminate this Agreement by delivering written notice of termination to the Defaulting Party; and/or (iii) pursue any other remedies available to it under this Agreement, at law or in equity.

6.3 No Waiver. A waiver by either Party at any time of any of its rights regarding a particular breach or Default of the other Party under this Agreement shall not be deemed a permanent waiver of such rights, nor shall any such waiver be deemed a waiver of any subsequent breach or Default.

ARTICLE 7: LIMITATION OF LIABILITY

7.1 No Special Damages. EXCEPT FOR (i) THE THIRD-PARTY INDEMNIFICATION OBLIGATIONS OF THE PARTIES CONTAINED IN ARTICLE 9 BELOW, AND (ii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING CLAIMS OF END-USERS OR CUSTOMERS, CLAIMS FOR WHICH DAMAGES ARE HEREBY SPECIFICALLY WAIVED.

7.2 Disclaimer of Warranties. EXCEPT FOR ANY COVENANTS, REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND/OR ANY EXHIBIT(S) ATTACHED HERETO, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY OF THE SERVICES OR THE CONDUIT OR RELATED FACILITIES PROVIDED PURSUANT TO THIS AGREEMENT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE 8: THIRD-PARTY INDEMNIFICATION

8.1 Indemnification by Astound. Astound hereby agrees to indemnify, defend and hold harmless the City, its Affiliates, and their employees, agents, officers and directors (the “**City Indemnified Persons**”), from and against any and all third-party claims, lawsuits, actions, damages, costs or expenses suffered by the City Indemnified Persons due to or arising out of any injuries or damage to persons or property to the extent the same arise out of, are caused by or due to: (i) Astound’s negligence or willful misconduct in exercising its rights and performing its obligations under this Agreement; (ii) Astound’s noncompliance with or Default under this Agreement; and/or (iii) Astound’s failure to comply with applicable law in connection with its performance under the Agreement.

8.2 Indemnification by the City. The City hereby agrees to indemnify, defend and hold harmless Astound, its directors, officers, members, managers, employees and agents (the “**Astound Indemnified Persons**”), from and against any and all third-party claims, lawsuits, actions, damages, costs or expenses suffered by the Astound Indemnified Persons due to or arising out of any injuries or damage to persons or property to the extent the same arise out of, are caused by or due to: (i) the City’s negligence or willful misconduct in exercising its rights and performing its obligations under this Agreement; (ii) the City’s noncompliance with or Default under this Agreement; and/or (iii) the City’s failure to comply with applicable law in connection with its performance under the Agreement.

8.3 Procedure. Astound and the City each agree to promptly provide the other with notice of any claim which may result in an indemnification obligation hereunder. The indemnifying party may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 9: INSURANCE

9.1 Required Insurance. Beginning on the Effective Date, and continuing through the expiration of the Term, each Party shall procure and maintain in force, at its own expense, insurance coverage in amounts that a reasonably prudent business person would maintain considering the obligations of the Parties hereunder, but in no event less than coverage of the following types and limits:

- (a) Workers’ compensation as required by applicable law(s);
- (b) Employer’s liability with minimum limits of \$1,000,000 each accident;
- (c) Commercial General Liability including coverage for (i) premises/operations, (ii) independent contractors, (iii) products/completed operations, (iv) personal injury, (v) contractual liability, and (vi) explosion, collapse and underground hazards, with combined single limit of not less than \$2,000,000 each occurrence or its equivalent;
- (d) Automobile liability with minimum limits of \$1,000,000 each accident; and
- (e) Excess or Umbrella Liability, applicable to items (b), (c) and (d), with minimum limits of **\$5,000,000**, per occurrence.

Commented [MB2]: Is this amount required by Astound or is this from a California template?

9.2 Insurance Providers. Each Party shall maintain the required insurance coverage with insurers authorized to conduct business in the applicable jurisdiction(s) and having an AM Best Rating of A – /VII, or equivalent from another recognized rating agency, and each Party shall, upon request, provide the other Party with an insurance certificate confirming compliance with the requirements of this Article.

9.3 Failure to Carry. In the event either Party fails to maintain the required insurance coverage and, a claim is made or suffered, such Party shall defend, indemnify and hold harmless the other Party from any and all claims for which the required insurance would have provided coverage.

ARTICLE 10: FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event").

ARTICLE 11: DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "Dispute") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The parties will meet and attempt to resolve the Dispute within ninety (90) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the ninety (90) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for the County of Pierce, or in the Federal District Court for the Western District of Washington, as applicable. *Each Party waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.*

ARTICLE 12: ASSIGNMENT

Neither Party shall assign its rights under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned; provided, however, that either Party may, without obtaining the consent of the other Party, assign its interest in and to this Agreement to: (i) any entity acquiring such Party, whether through merger or through purchase of substantially all the assets of said Party; or (ii) an Affiliate of such Party.

ARTICLE 13: REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other Party as follows: (i) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized; (ii) this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms; (iii) it has the power and authority to grant the rights it purports to grant and perform the obligations it undertakes to perform pursuant to this Agreement; (iv) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to its operations; and (v) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under this Agreement.

Commented [MB3]: Since they are doing business with a municipal government agency. This should be governed in WA state. I would at least agreed to the Western District of Washington State. It is unreasonable for the City to have to hire counsel in California for any litigation. Especially since we are the lessor. *Most importantly, Astound is a WA LLC company (per the signature line).

ARTICLE 14: NOTICES

Notices under this Agreement shall be in writing and transmitted to the Party's addresses specified below, or such other addresses as the Party may specify by written notice, and will be considered given (i) when delivered in person to the recipient; (ii) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; (iii) when delivered to a nationally recognized overnight courier service; or (iv) when receipt of email delivery is confirmed by the recipient:

If to Astound:

If to the City:

ATTN:

Email:

With a Copy to:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

A Party may change its address and point of contact by notifying the other Party in writing in accordance with this Article.

ARTICLE 15: GENERAL PROVISIONS

15.1 Warranty of Authority. Each of the signatories hereto warrants and represents that they has been duly authorized to execute this Agreement on behalf of the Party for whom they purport to sign this Agreement, and that this Agreement is binding on such Party in accordance with its terms.

15.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the Party against whom such modification is sought to be enforced.

15.3 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders and non-binary persons.

15.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.5 No Joint Venture. The relationship between Astound and the City shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes.

CONDUIT LEASE AGREEMENT

Astound Business Solutions, LLC / City of Sumner

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15.6 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of Astound and the City. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

15.7 Survival. Those provisions of this Agreement that by their nature and import must survive the expiration or earlier termination of this Agreement in order to be given their full force and effect shall so survive.

15.8 Standard of Performance. All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner. Except as specifically set forth herein, for the purpose of this Agreement the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

15.9 Exhibits. The following Exhibits are attached to this Agreement and incorporated herein by this reference:

EXHIBIT A - Description of City Conduit

EXHIBIT A-1: Map Depicting City Conduit Segment 1

EXHIBIT A-2: Map Depicting City Conduit Segment 2

EXHIBIT A-3: Map Depicting City Conduit Segment 3

EXHIBIT A-4: Map Depicting City Conduit Segment 4

EXHIBIT A-5: Map Depicting City Conduit Segment 5

EXHIBIT A-6: Map Depicting City Conduit Segment 6

EXHIBIT A-7: Map Depicting City Conduit Segment 7

EXHIBIT A-8: Map Depicting City Conduit Segment 8

EXHIBIT A-9: Map Depicting City Conduit Segment 9

15.10 Execution in Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Parties in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

[Signatures on following page.]

IN WITNESS WHEREOF, Astound and City, intending to be legally bound hereby, have duly executed this Agreement as of the date first above written.

ASTOUND:

Astound Broadband, LLC, a Washington
limited liability company

By _____

Name: _____

Title: _____

CITY:

City of Sumner, a Washington municipal
corporation

By _____

Name: _____

Title: _____

Approved as to form by the City of Sumner City Attorney

By _____

City Attorney

[The remainder of this page is intentionally left blank.]

**EXHIBIT A
to
CONDUIT LEASE AGREEMENT**

Description of City Conduit

The City Conduit referred to in this Agreement is comprised of the conduit segments listed below (each, a “**Segment**”), that shall connect the End Points set forth below. Astound shall have the right to access the City Conduit within each of the Segments at the End Points of each Segment. In addition to accessing the City Conduit Astound will install innerduct in segments where there is a 6” Conduit available at the End Points set forth below, Astound shall also have the right to access the City Conduit at all existing, and hereafter established, access points (as referenced in sections 1.1 and 2.1 of this agreement) .

Name of Segment	A Location End Point	Z Location End Point	Description of Conduit	Approx. Distance	Cost per year
City Conduit Segment 1: Main St and Wood Signal	Lat: 47.203399° Long: -122.237631°	Lat: 47.203517° Long: -122.237392°	one (1) – 2” communications conduit	approx. 115 feet	\$0.00*
City Conduit Segment 2: Main Street and Valley Ave	Lat: 47.202889° Long: -122.229581°	Lat: 47.202611° Long: -122.229357°	one (1) – 2” communications conduit	approx. 150 feet	\$0.00*
City Conduit Segment 3: Costco and 142 nd Ave E	Lat: 47.221024° Long: -122.239999°	Lat: 47.220891° Long: -122.240325°	one (1) – 2” communications conduit	approx. 125 feet	\$0.00*
City Conduit Segment 4: Cannery Way Bridge	Lat: 47.204180° Long: -122.246382°	Lat: 47.203486° Long: -122.245083°	one (1) – 6” communications conduit	approx. 450 feet	\$9,000.00
City Conduit Segment 5: Cannery Way	Lat: 47.204373° Long: -122.247046°	Lat: 47.204180° Long: -122.246382°	one (1) – 6” communications conduit	approx. 230 feet	2,300.00
City Conduit Segment 6: Cannery Way and Sumner Heights Dr. Signal	Lat: 47.203913° Long: -122.248544°	Lat: 47.203936° Long: -122.248533°	one (1) – 2” communications conduit	approx. 5 feet	\$0.00*
City Conduit Segment 7: Main Street and Fryar Signal	Lat: 47.203229° Long: -122.244010°	Lat: 47.203205° Long: -122.243957°	One (1) – 2” communications conduit	approx. 15 feet	\$0.00*
City Conduit Segment 8: 140 th Ave and 24 th Street Signal	Lat: 47.235676° Long: -122.241688°	Lat: 47.235641° Long: -122.242194°	One (1) – 2” communications conduit	approx. 135 feet	\$0.00*
City Conduit Segment 9: Stewart Road and 8 th Street Signal	Lat: 47.250001° Long: -122.238400°	Lat: 47.249967° Long: -122.238432°	One (1) – 2” communications conduit	Approx. 20 feet	\$0.00*

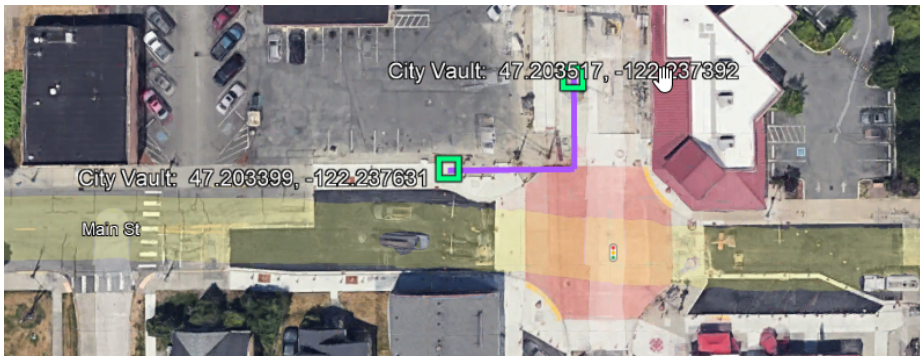
*These Segments are agreed at no cost per the permitted use section 2.2 of this agreement. **EXHIBIT A-1**
to

CONDUIT LEASE AGREEMENT

Map Depicting City Conduit Segment 1

Traffic Signal Main Street and Wood Ave:

Astound to obtain access free of charge for a fiber optic cable installation in City owned conduit for approximately 115' between two City owned handholes to provide services to City existing traffic signal cabinet.



Depictions are approximations.

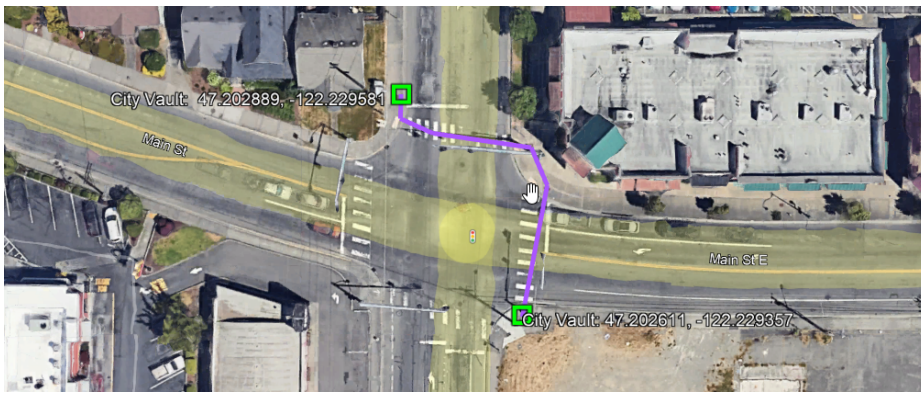
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EXHIBIT A-2
to
CONDUIT LEASE AGREEMENT

Map Depicting City Conduit Segment 2

Traffic Signal Main Street and Valley Ave:

Astound to obtain access free of charge for a fiber optic cable installation in City owned conduit for approximately 150' between two City owned handholes to provide services to City existing traffic signal cabinet.



Depictions are approximations.

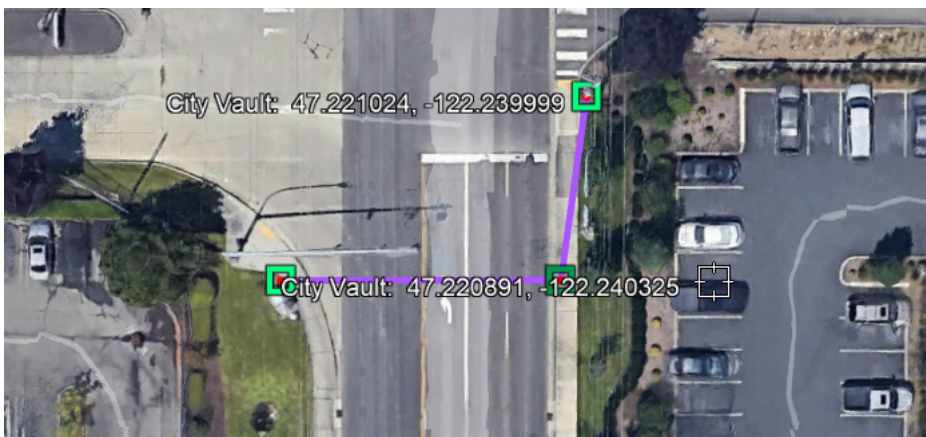
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**EXHIBIT A-3
to
CONDUIT LEASE AGREEMENT**

Map Depicting City Conduit Segment 3

Traffic Signal Costco Warehouse and 142nd Ave E.:

Astound to obtain access free of charge for a fiber optic cable installation in City owned conduit for approximately 125' between three City owned handholes to provide services to City existing traffic signal cabinet.



Depictions are approximations.

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EXHIBIT A-4
to
CONDUIT LEASE AGREEMENT

Map Depicting City Conduit Segment 4

Cannery Bridge Conduit:

Astound to lease space for a fiber optic cable installation in City owned conduit for approximately 450' between a two City owned handholes.



Depictions are approximations.

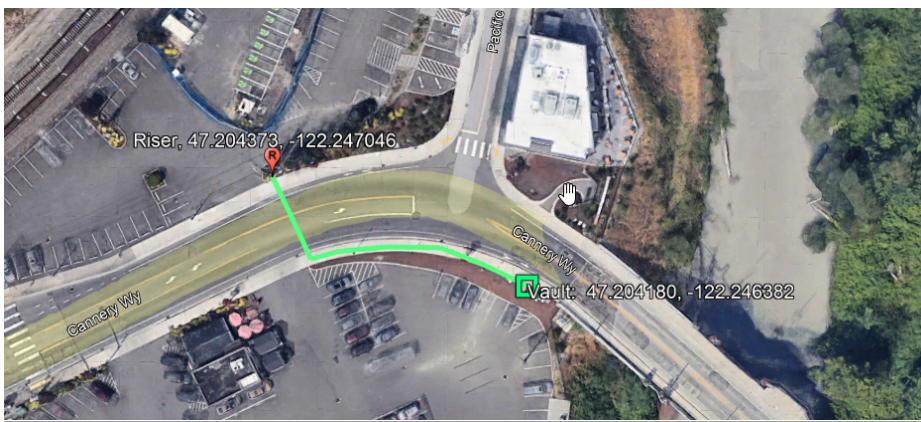
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**EXHIBIT A-5
to
CONDUIT LEASE AGREEMENT**

Map Depicting City Conduit Segment 5

Cannery Way Conduit:

Astound to lease space for a fiber optic cable installation in City owned conduit for approximately 205' between a City owned handhole and an existing riser stubbed at an existing power pole.



Depictions are approximations.

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EXHIBIT A-6
to
CONDUIT LEASE AGREEMENT

Map Depicting City Conduit Segment 6

Traffic Signal Cannery Way and Sumner Heights Dr. E.:

Astound to obtain access free of charge for a fiber optic cable installation in City owned conduit for approximately 5' between one City owned handhole and cabinet to provide services to City existing traffic signal cabinet.



Depictions are approximations.

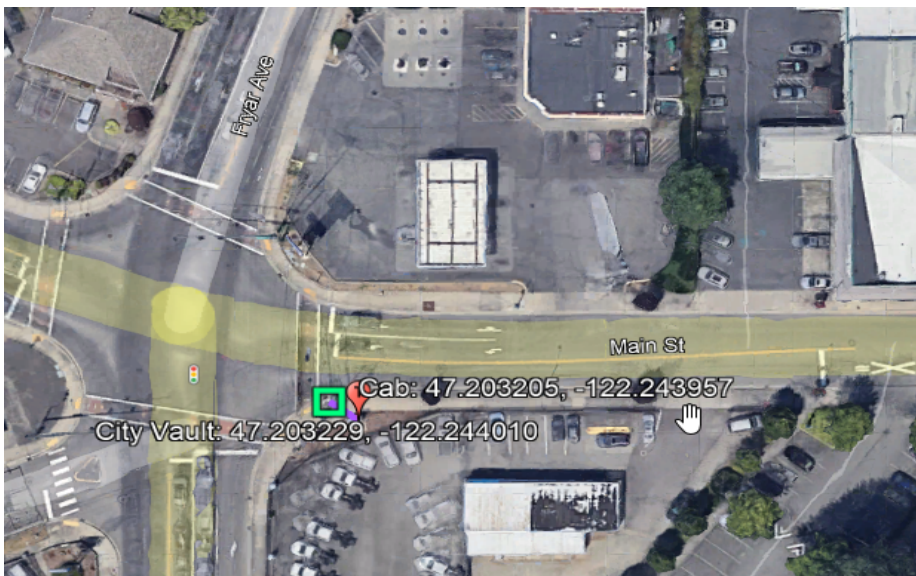
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EXHIBIT A-7
to
CONDUIT LEASE AGREEMENT

Map Depicting City Conduit Segment 7

Traffic Signal Main Street and Fryar Ave:

Astound to obtain access free of charge for a fiber optic cable installation in City owned conduit for approximately 15' between one City owned handhole and cabinet to provide services to City existing traffic signal cabinet.



Depictions are approximations.

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**EXHIBIT A-8
to
CONDUIT LEASE AGREEMENT**

Map Depicting City Conduit Segment 8

Traffic Signal 140th Ave E. and 24th Street E.:

Astound to obtain access free of charge for a fiber optic cable installation in City owned conduit for approximately 135' between three City owned handholes to provide services to City existing traffic signal cabinet.



Depictions are approximations.

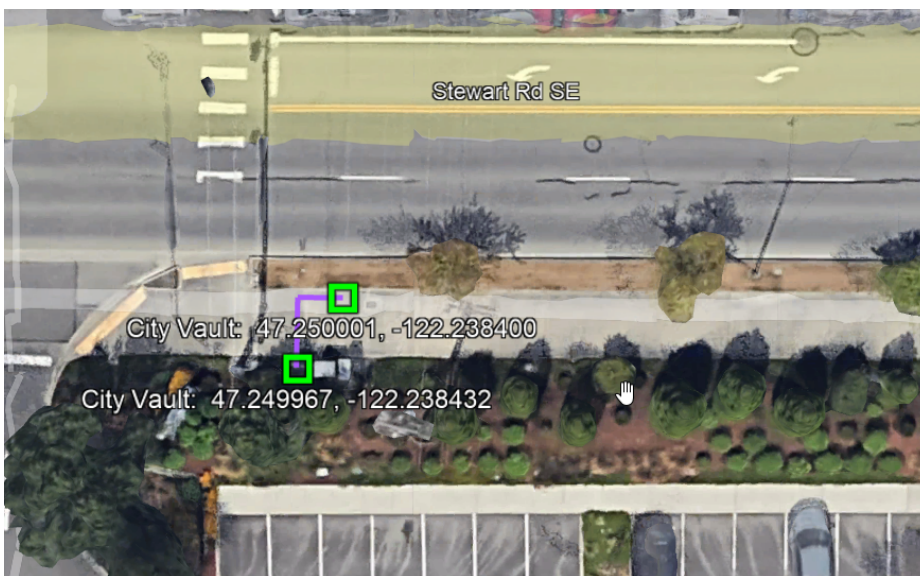
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**EXHIBIT A-9
to
CONDUIT LEASE AGREEMENT**

Map Depicting City Conduit Segment 9

Traffic Signal Stewart Road and 8th Street SE:

Astound to obtain access free of charge for a fiber optic cable installation in City owned conduit for approximately 20' between two City owned handholes to provide services to City existing traffic signal cabinet.



Depictions are approximations.

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SUBJECT: Ordinance No.: 2885 - Transportation Impact Fees

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2885: Transportation Impact Fees

STAFF CONTACT: Thi Le, Engineering Specialist, Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

This ordinance revises chapter 12.36 of City code, titled Transportation Impact Fees. The revision adopts the latest edition of the ITE Trip Generation Manual; the update is anticipated to improve the precision and dependability of transportation impact assessments, resulting in a more accurate calculation of traffic impact fees. The ordinance eliminates district-specific traffic impact fees, opting instead for a standardized citywide fee structure to encourage a consistent development pattern throughout the municipality. Finally, the ordinance revises fees per a recent analysis of transportation needs completed by Transpo Group, including incorporating recent state law changes that now includes multi-modal facilities as eligible TIF-eligible projects.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/2/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2885, revising sections of Chapters 12.36 substantially in the form as approved by the City Attorney.

ORDINANCE NO. 2885

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON AMENDING THE MUNICIPAL CODE SECTIONS IN CHAPTER 12.36 TRANSPORTATION IMPACT FEES

WHEREAS, advancements in transportation research and methodologies have necessitated the need for updated guidelines and standards within the city's transportation impact fee code, and

WHEREAS, the adoption of the newest edition of the ITE Trip Generation Manual, is expected to significantly enhance the accuracy and reliability of transportation impact assessments, thereby influencing the calculation of traffic impact fees to more effectively reflect the true impact of developments on local traffic infrastructure, and

WHEREAS, the proposal to eliminate district-specific traffic impact fees in favor of implementing a standardized citywide fee structure is driven by the deliberate intention to foster a more uniform pattern of future development across the municipality, and

WHEREAS, it is recognized that continued funding for vehicular projects is necessary, along with increased funding for non-motorized transportation needs to promote sustainable urban development.

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

Section 1. Section 13.36.020 Transportation Impact Fees Definitions, is hereby amended as follows:

The following words and terms shall have the following meanings for the purposes of this chapter, unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

“Adequate level of transportation service” means a system of transportation facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimum as set forth in the comprehensive plan.

“Capacity” means the maximum sustainable flow rate at which vehicles or persons can be expected to traverse a point or uniform segment of a lane or roadway during a specified period, usually expressed as vehicles per hour, passengers per hour, or persons per hour.

“City” means the city of Sumner.

“City administrator or designee” means the city administrator of the city of Sumner or his/her designee.

“Comprehensive plan” means the currently adopted City of Sumner Comprehensive Plan, as amended.

“Council” means the city council of the city of Sumner.

“Department” means the department of public works for the city of Sumner.

“Development” is defined in SMC 18.04.0340; those definitions are applicable to this chapter.

“Development activity” means any construction or expansion of a building, structure, facility or use, any change in size of a building, structure, or facility, or any change in the use of land, that creates additional demand and need for transportation facilities.

“Director” means the director of the department of public works or the director’s designee.

“Dwelling unit” is defined in SMC 18.04.0360, and incorporated herein by this reference.

“Encumbered” means to reserve, set aside or otherwise earmark the impact fee in order to pay for commitments, contractual obligations or other liabilities incurred for public facilities.

“Equivalent car trip” means the number of p.m. peak trips with passenger cars, light pickups and two-axle, six-tire trucks with a gross weight of 18,000 pounds or less being considered one equivalent car trip. Larger and heavier vehicles with more than two axles and six tires with a gross weight of more than 18,000 pounds are considered trucks and are rated as four equivalent car trips for purposes of this chapter.

“Feepayer” is a person, corporation, partnership, an incorporated association, or any other legal entity, or department or bureau of any governmental entity commencing a land development activity or land use change which creates the demand for additional transportation facilities, which requires the issuance of a building permit. “Feepayer” includes an applicant for an impact fee credit.

“Gross floor area (GFA)” means the total square footage of any building, structure, or use including accessory uses.

“Hearing examiner” means the examiner who acts on behalf of the council in considering and applying land use regulatory codes as authorized under chapters 2.58 and 18.56 SMC.

“Interest” means the interest rate earned by local jurisdictions in the state of Washington local government investment pool, if not otherwise defined.

“Multifamily dwelling” means a building designed exclusively for occupancy by three or more families living independently of each other, and containing three or more separated dwelling units.

“Owner” means the owner of record of real property; provided, that if the real property is being purchased under a recorded real estate contract or mortgage, the purchaser shall be considered the owner of the real property.

“P.M. peak hour” means the hour of the highest traffic demand between noon and midnight, typically 5:00 p.m. to 6:00 p.m.

“Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development project that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in Appendix ~~D~~ C of the transportation plan and marked to be partially funded with impact fees as approved by the council shall be considered a project improvement.

“Public facilities” means the following capital facilities owned or operated by the City: public streets, roads, and bicycle and pedestrian facilities that were designed with multimodal commuting as an intended use.

“System improvements” means public facilities that are included in the transportation plan and are designed to provide service areas within the community at large, in contrast to project improvements. System improvements generally consist of, but are not limited to, improvements to collector or arterial streets or non-motorized facilities to increase their capacity because of growth.

“Transportation impact fee” means a payment of money imposed by the city of Sumner on development activity pursuant to this chapter as a condition of granting development approval in order to pay for the transportation facilities needed to serve new growth and development and is reasonably related to the new development that creates additional demand and need for public streets ~~and~~, roads, and bicycle and pedestrian facilities that were designed with multimodal commuting as an intended use, that is a proportionate share of the cost of the public streets, ~~and~~ roads, and bicycle and pedestrian facilities and that is used for public roads, ~~and~~ streets, and bicycle and pedestrian facilities that reasonably benefit the new development. “Impact fee” does not include a reasonable permit or application fee otherwise established by council resolution.

“Transportation impact fee account” means the account established for the transportation impact fees collected. The account shall be established pursuant to SMC 12.36.110 and comply with the requirements of RCW 82.02.070.

“Transportation plan” means the currently adopted City of Sumner Transportation Plan, as amended.

“Trip Generation Manual” means the 40th 11th Edition of the Trip Generation Manual, published by the Institute of Transportation Engineers. (Ord. 2698 § 1 (Exh. A) (part), 2019; Ord. 2479 § 1 (part), 2014; Ord. 2041 § 1 (part), 2003)

Section 2. Section 13.36.040 Transportation Impact Fees Imposition of transportation impact fees, is hereby amended as follows:

A. The approving authority is hereby authorized to impose transportation impact fees on new development according to the provisions of this chapter.

B. Transportation impact fees:

1. Shall only be imposed for system improvements that are reasonably related to the new development;

2. Shall not exceed a proportionate share of the cost of system improvements that are reasonably related to the new development;
3. Shall be used for system improvements that will reasonably benefit the new development;
4. May be used only for system improvements which are identified in and addressed by Appendix D C of the transportation plan;
5. Should not be imposed to mitigate the same off-site transportation facility impacts that are mitigated pursuant to any other law;
6. Should not be used for improvements to state transportation facilities unless the state requests such improvements and an agreement to use such fees has been executed between the state/county and the city;
7. Shall not be used for improvements to transportation facilities in other jurisdictions unless the affected jurisdiction requests such improvement and an interlocal agreement has been executed between the city and the affected jurisdiction for the use of such fees; and
8. Shall be collected only once for each building permit, unless changes or modifications to the building permit are proposed which result in greater direct impacts on transportation facilities than were considered when the building permit was first approved. (Ord. 2698 § 1 (Exh. A) (part), 2019: Ord. 2041 § 1 (part), 2003)

Section 3. Section 13.36.050 Transportation Impact Fees Assessment of Impact Fees, is hereby amended as follows:

- A. The city shall collect transportation impact fees from any applicant seeking a building permit from the city for any development activity within the city.
- B. The impact fee amount is generally calculated by using the following formula:

Amount of Transportation Impact Fee for development use = Number of units of land use X Net new trip rate for that land use X Car equivalency X Current Adopted Transportation Impact Fee Per New P.M. Peak Hour Trip ~~for the District.~~

1. The number of units of each use is determined as follows: (a) for residential uses it is the number of dwelling units for which a building permit application has been made; and (b) for office, retail, or manufacturing uses it is the gross floor area of building(s) to be used for each use expressed in square feet divided by 1,000 square feet, or in the units defined in the schedules.
2. Using the formula in this subsection (B), transportation impact fees shall be calculated separately for each use. The transportation impact fees that shall be due are the sum of these calculations.
3. If a development activity will include more than one use in a building or site, then the transportation impact fee shall be determined using the above formula by apportioning the space committed to the various uses specified on the schedule.

4. If the type of use or development activity is not specified on the transportation impact fee schedules, the director shall use the transportation impact fee applicable to the most comparable type of land use on the fee schedule. The director shall be guided in the selection of a comparable type by the Trip Generation Manual.

5. In the case of a change in use, development activity, redevelopment, or expansion or modification of an existing use, the transportation impact fee shall be based upon the net positive increase in the number of new p.m. peak hour trips added by the new development activity as compared to the number of p.m. peak hour trips for the previous land use activity.

C. The amount of impact fees shall be determined at the time of building permit issuance, using the impact fee schedules then in effect, or pursuant to an independent fee calculation accepted by the director pursuant to SMC 12.36.060, and adjusted for any credits pursuant to SMC 12.36.070.

D. Payment of impact fees shall be made by the feepayer either: (1) at the time the building permit is issued; or (2) deferred as per subsection (G) of this section.

E. Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 12.36.070 shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director or his/her designee pursuant to SMC 12.36.070 setting forth the amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued.

F. The department shall not issue a building permit unless and until the impact fees have been paid or credit(s) awarded, or payments have been deferred per subsection (G) of this section.

G. Deferral of Payment of Transportation Impact Fees. An applicant for a building or site development permit may request a deferral of the full transportation impact fee payment until final construction inspection or 18 months from the date of original permit issuance, whichever occurs first. Deferral of transportation impact fees, and the application process for a deferral, shall be in accordance with the provisions and requirements of SMC 3.50.115(A)(1) through (11) as currently written or hereafter amended.

H. ~~Three districts are established by the Transportation Impact Fee District Map. The Transportation Impact Per Trip Fee Schedule, indexed to Seattle Cost Construction Index as of July 1, 2024 is set as \$6490 per P.M. Peak Hour Trip.~~

~~1. The boundaries of the districts are shown on the official Transportation Impact Fee District Map which, together with all explanatory matters thereon, is hereby adopted by reference and declared to be a part of this title.~~

~~2. Each district map shall be, upon its final adoption, a part of this title, and the map, all notations, references and other information shown shall be made a part of this title as though all matters and information set forth on the map were fully described herein.~~

~~3. The official Transportation Impact Fee District Map shall be identified by the signature of the mayor, attested by the city clerk and shall bear the seal of the city of Sumner. The original of the official Transportation Impact Fee District Map shall be retained in the office of the city clerk.~~

~~Transportation Impact Per Trip Fee Schedule, Indexed to Seattle Cost
Construction Index as of July 1, 2019~~

District 1	\$1,729.00
District 2	\$2,756.55
District 3	\$3,041.75

I. Effective October 1st of each year, the impact fee rates shall be adjusted according to the Seattle Construction Cost Index (SCCI). (Ord. 2711 § 2, 2019: Ord. 2698 § 1 (Exh. A) (part), 2019: Ord. 2576 § 3, 2016: Ord. 2554 § 1, 2015: Ord. 2473 § 3, 2014; Ord. 2417 § 3, 2012; Ord. 2348 § 3, 2011: Ord. 2041 § 1 (part), 2003)

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 15th day of April 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:

Date Adopted:

Date of Publication:

Effective Date: July 1, 2024

SUBJECT: Resolution No. 1679: TIB Grant Acceptance - Sidewalk Repair Program

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1679 TIB Grant Acceptance - Sidewalk Repair Program
2. TIB Grant Agreement - Sidewalk Repair Program
3. Project Funding Status Form - Sidewalk Repair Program

STAFF CONTACT: Courtney Littrell, Engineering Specialist

SUMMARY BACKGROUND:

The City of Sumner was awarded a Complete Streets grant from the Washington State Transportation Improvement Board (TIB) to improve pedestrian safety by replacing failing sidewalks and noncompliant ADA curb ramps within areas of the City.

This grant provides \$500,000 towards completion of the project. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/2/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$500,000 in grant funds from the Washington State Transportation Improvement Board for use in the Sidewalk Repair Program project (CIP 23-03) , and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1648

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING AN URBAN ACTIVE TRANSPORTATION PROGRAM GRANT FROM WASHINGTON STATE'S TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, the City of Sumner applied for a Complete Streets grant from Washington State's Transportation Improvement Board (TIB) to construct the Sidewalk Repair Program Project; and

WHEREAS, TIB awarded the City a grant of \$500,000 towards the completion of the Sidewalk Repair Program Project;

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

WHEREAS, it is in the City's interests to accept the TIB grant funds and enter into a Grant Agreement regarding the same;

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Transportation Improvement Board grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this 15th day of April, 2024.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

City of Sumner
C-P-131(003)-1
Pedestrian improvements
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sumner
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Pedestrian improvements, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of SUMNER, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 80.0000% percent of approved eligible project costs up to the amount of \$500,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable

amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed April 1, 2025 unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose. The obligations of this Section shall survive termination of this Agreement.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that

maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. The obligations of this Section shall survive termination of this Agreement.

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Project Funding Status Form

Agency Name: **SUMNER**
Project Name: **Pedestrian improvements
Multiple Locations**

TIB Project Number: **C-P-131(003)-1**

Verify the information below and revise if necessary.

Submit by emailing this completed form to your TIB Region Engineer.

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SUMNER	125,000	
WSDOT	0	
TOTAL LOCAL FUNDS	125,000	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

SUBJECT: Operations Facility North Parcel - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$3,049,640

Within Budget Allocation: Yes

ATTACHMENTS:

1. CIP 24-01 Ops North Parcel - BID TAB
-

STAFF CONTACT: 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. Phase 1 Demolition and Pre-Load of this project is currently under construction. This construction contract is for Phase 2 North Parcel, including the Decant Facility. Phase 3 will include the Operations Facility and frontage improvements on 29th St E.

Twelve (12) bids were received on March 26th, 2024, with the lowest responsive bid submitted by A to B Builders in the amount of \$2,794,440. With 10% contingency, the total budgeted value is \$3,049,640. The Engineers Estimate for this project was \$2,281,447. The Public Works Trust Fund Loan amount received to help fund this project is \$2,804,414. The contractor will have 280 calendar days to complete the project once given notice to proceed.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/2/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with A to b Builders, in an amount not-to-exceed \$3,049,640 for the Operations Facility North Parcel Project (CIP 24-01), substantially in a form approved by the City Attorney.

Bid Tabulation

[illegible]

Bid Tabulation

[illegible]



PUBLIC WORKS COMMITTEE MEETING

DATE: April 2, 2024

AGENDA BILL: 24-4147

SUBJECT: Joint Advisory Committee - Discussion

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

Per the Sumner-Bonney Lake WWTF ILA that was recently signed, Joint Advisory Committee (JAC) meetings have been increased from annually to quarterly and the number of council members to attend has been increased from one to three. During the passage of the ILA, Public Works recommended using the Public Works Committee members as the City's JAC members. Also, Sumner and Bonney Lake staff have discussed when to hold these meetings and have considered meeting at 4:30pm on the first Tuesday of the 2nd, 5th, 8th, and 11th months of the year. Staff would like to get input from committee members on this plan.

COUNCIL COMMITTEE/STUDY SESSION: Information Only

MEETING/STUDY SESSION DATE: 4/2/2024
--

COMMITTEE RECOMMENDATION: Information Only
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STAFF RECOMMENDATIONS/MOTION:

Information Only



Monthly Project Management Report

April 2024

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Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Drew McCarty	Budget: \$33,500,000
Finance: \$7,000,000 NHFP Grant, \$6,000,000 TIB Grant, \$2,800,000 Congressional Appropriation, \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ■ Selection of Design Consultant (10/13) ■ Design Consultant Contract Award (12/13) ■ ROW Environmental Review Completed (11/16) ■ Start Final Design (2/21) ☐ ROW Acquisitions Complete (12/23) ☐ Design Complete (9/23) ☐ Construction Contract Award (2/24) ☐ Construction Complete (12/26)		Status: 03/2024 - Working on removal of the Luminaire on the existing NW quadrant mast arm at the 140 th St/Stewart Rd intersection. Work was pending to be completed after storm season. This work will be completed the last week of March. 3/2023 - Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 1/2023 - Currently working through the PSE easement with pierce county. 12/2023 - 4 ROW easement agreements have been worked through with pierce county and will be going to PW committee for approval and then to council for approval. Currently working through the PSE easement with pierce county. 11/2023 - Working on removal of the Luminaire on the existing NW quadrant mast arm at the 140th St/Stewart Rd intersection. Work to be completed after storm season (tentatively planning for early March). Construction Obligation Paperwork in process to be sent to WSDOT for approval once ROW is completed. 100% plans at City for review, acquiring Right of Way and permitting, and coordinating utility relocations City is Reviewing 90% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right of way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right of way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right of Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right of Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right of way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): Right-of-Way Acquisition (ongoing)			
Next Council Actions (dates): Right-of-Way Acquisition (ongoing)			
Next Public Actions (dates):			

Project: East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)		Project Manager: Michael Kosa	Budget: \$2,000,000
Description: Complete the design and construction of a regional stormwater pond and relocation of Salmon Creek on City properties located near Sumner Tapps Hwy, between 64 th St E and 60 th St E.			
Schedule/Milestones: ■ Design Consultant Contract Award (09/13) ■ Design Complete (07/15) ■ Construction Contract Award (08/15) ■ Construction Complete (12/19) ■ Complete Plant Establishments (01/22)		Status: Project in Closeout. Project in plant establishment period. Project 90% constructed. 60th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60th Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart. The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown. Contractor to start work mid-September. Plantings at the mitigation site are 100% complete. Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance			
Next Public Actions (dates):			

Project: 166th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (15% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ■ WSDOT Preliminary Design Approval (1/23) ☐ Complete Fish Passage Culvert Design/Permitting (12/24) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Fish Passage Culvert Design/Permitting (12/24)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Fryar Ave Trail (14-01)		Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)			
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/24) ☐ Begin ROW Phase (1/24) ☐ Begin Construction Phase (2/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right-of-way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.	
Next Critical Activities (dates): Design Complete (12/24)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Doug Beagle/Robby Wright	Budget: \$60 Million
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ☒ Selection of Design Consultant (09/14) ☒ Design Consultant Contract Award (09/14) ☒ Design Complete – 24 th St (05/22) ☒ Bid Award – 24 th St (06/22) ☐ Construction Complete – 24th (01/24) ☐ Bid/Award – White River Restoration (03/24) ☐ Construction Complete (12/26) ☐ ROW Acquisition (TBD)		Status: Contractor for the 24 th St E Utility Relocation project has achieved Substantial Completion and is working on the punchlist. Currently in the RFQ process for a CM consultant. Expected to have a consultant selected and scope/fee agreed on for June PW Committee meeting. Contractor for the 24th St E Utility Relocation project has complete drilling for the new sewer and water lines and will soon start construction of the new pump station. Preparing CM consultant RFQ for expected advertisement early February. The Contractor for the 24th St E Utility Relocation project has mobilized and is working on drilling for the new sewer and water lines. Working through pre construction and material procurement with the 24th St Utility Relocation project (CIP 18-03) contractor (Johansen Construction). Construction is expected to start in January 2023. Bids opening on 6/7/22 for 24th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment Moving from 65% to 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.	
Next Critical Activities (dates):			
Next Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected June)			
Next Public Actions (dates):			

Project: Pacific Pointbar / Stewart Setback (14-10)		Project Manager: Doug Beagle/Robby Wright	Budget: \$59,474,432
Description: Over 30 acres of floodplain reconnection and fish habitat. Installation of a floodwall along 16th and levee along 140th for increased flood protection.			
Schedule/Milestones: ☐ 90% Design Complete (12/23) ☐ Property Acquisitions Complete (12/24)		Status: Awaiting counteroffer on Ream/Robison Property. Awaiting Purchase and Sale draft for DMI Drilling Mierendorf Property Acquired The contract to demolish the structures on the Bushore and Eagle properties has been awarded. Staff is preparing a notice to proceed authorizing the contractor to move forward with the demolition work.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Decant Facility (15-02)	Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.			
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) ■ Construction Complete (9/21)	Status: Project in closeout Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close-out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Completion Report			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award 07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) □ Project Acceptance (5/24)	Status: City is working on the project closeout process with the contractor. Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22 nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19. The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)	Project Manager: Alisa O’Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department’s impound and oversized evidence.		
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☒ Design Complete (8/22) ☒ Phase 1: Early Works Contract Award (09/23) ☐ Phase 2: North Parcel Contract Award (04/24) ☐ Phase 1: Early Works Construction Complete (10/24) ☐ Phase 2: North Parcel Construction Complete (02/25) ☐ Phase 3: Operations Facility Contract Award (Q2 2025) ☐ Construction Complete (Q1 2026)	Status: The preload is complete for 2 of the 4 preload phases and the 3 rd phase is currently preloaded and is being monitored to verify it reaches the required compaction – this is likely to be achieved in June. The North Parcel is ready for the Phase 2 contractor when this contract is awarded in April. The earthwork for 2 of the 4 preload phases is still in place until early February to receive the required compaction. A Construction Management consultant has been selected and the scope and the consultant agreement will be presented to PW Committee and council in February. The Contractor (Rodarte) has complete the abatement and demolition of the buildings. The earthwork for 2 of the 4 preload phases is in place and is expected to sit until late January to receive the required compaction. A RFQ for Construction Management (CM) Services was advertised and the City received 7 SOQs from interested consultants. The team is working on choosing a consultant in December. The Early Work Package was awarded to Rodarte Construction. The abatement and demolition of the existing buildings is complete and the first phase of preload will be in place before Thanksgiving. This expected to be settled/compacted in early January. The City was successful in getting the Public Works Trust Fund Loan for the construction of the decant facility on the north parcel. Early Works Package for demo and pre-load is out to bid. Bids open on 8/31. Applied for a Public Works Trust Fund Loan for the construction of the decant facility on the north parcel, we will hear back on this in early September. Preparing Package 1: Demo & Pre-Load for bid in August. Demolition and Fill & Grade Permits have been issued by the City for this work. The Hearing Examiner’s decision regarding the Conditional Use Permit was issued on 02/06/23. Building Permit has been submitted and is in review. Consultant working towards 100% plans and submitting for Building Permit. Open House 9-30-21 4 – 7 pm onsite Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates):		
Next Council Actions (dates): 04/15/24 Construction Contract Award for Phase 2: North Parcel		

Project: Rainier View Covered Court (18-04)		Project Manager: Andrew Leach	Budget: \$1,475,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.			
Schedule/Milestones: ■ Consultant Services Contract (10/21) ■ Design Complete (8/23) ■ Construction Contract Award (9/23) □ Construction Complete (12/24)		Status: Cintractor has started work on the project. The City is working with the contractor to order long lead items. The City received 4 bids on 8/29/2023. Andy Johnson & Company, Inc. was the low bidder. The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)		Project Manager: Alisa O’Haver-Ayala	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000			
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway			
Schedule/Milestones: ■ Design Award (12/19) ■ Design Complete (06/20) ■ Obligate Construction (8/20) ■ Award Construction Contract (11/20) ■ Complete Resurfacing Construction (6/21) ■ Advertise Guardrail Construction (10/21) ■ Award Guardrail Construction (1/22) ■ Complete Guardrail Construction (5/22) ■ Project Acceptance (2/23)		Status: Guardrail relocation work is complete, project is in closeout. Contractor for Guardrail relocation is making good progress. Aerial utility relocations in the vicinity of the replaced guardrail are ongoing. Resurfacing project in closeout, Guardrail relocation begins in February. Guardrail project bid opening complete, award in January Resurfacing Punchlist in progress Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Courtney Littrell and Alisa O'Haver-Ayala	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☒ Design Complete (6/22) ☒ Complete ROW Acquisition (6/22) ☒ Obligate Construction (8/22) ☒ Advertise for Construction (10/22) ☒ Contract Award (12/22) ☒ Begin Construction (5/23) ☐ Complete Construction (3/24)		Status: Utility poles have been removed, trees have been planted, and final storm connection has been made. Currently waiting for the delivery of the signal poles. All communication lines have been relocated underground. Pole removal to take place in the near future, and work will resume by the contractor to complete their storm line connection and install signal poles. Intersection is open with permanent striping and the project is suspended. Work will resume once Zayo has relocated their communication line to the JUT and the utility pole is removed. The project will then be resuspended until the new signal poles arrive and can be installed. Intersection has been poured with the stamped colored concrete and sidewalks are complete. Intersection is set to be reopened by Aug. 4th. PSE has completed their power line relocation. All utility work has been completed besides relocation of power and communication lines. Sidewalks are being poured, and intersection will be closed for one month starting Wednesday July 5 th . The closure will last approximately 4 weeks, and the intersection will be graded and paved during the closure. Project construction started on May 1 st . Construction is currently ongoing with night work. Sewer and storm main replacements are nearing completion, and the water main work has started. The Joint Utility Trench (JUT) will begin in the next week to relocate the overhead power and communication lines underground through the intersection. Project is currently suspended due to material procurement. Construction is anticipated to begin in May. Project is out for bid and the Construction Management Services Consultant has been selected. Project to be advertised for construction in October Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right-of-way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Alisa O’Haver-Ayala	Budget: \$7,002,990
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ■ Select Design Consultant (10/19) ■ Award Final Design Contract (7/20) ■ Bid Award (06/22) ■ Construction Complete (02/24)		Status: The Contractor achieved Physical Completion. This project is in closeout. The Contractor achieved Substantial Completion and is working through completing punchlist items. The majority of construction was completed in July. The only remaining item is hydroseeding (must wait until after 9/1/23). Contractor has completed the south half of the Main St / Kincaid Ave / Cherry Ave intersection and is working on the north half. Cherry Ave is still under construction. Kincaid Avenue has been re-opened and Cherry Avenue is closed for construction.	
Next Critical Activities (Dates):		Construction at the Main St. intersection is expected to start on 4/3.	
Next Council Actions (dates): Project Acceptance (TBD)		Contractor is making progress on installation of waterline and water service connections in Kincaid Avenue, Academy Street, and Park Street. There are some material procurement challenges with the parts for the water service connections	
Next Public Actions (dates):		City gave Notice to Proceed (NTP) to the contractor (Reed) on 8/8/22 Construction bids opened on 05/19. Pending award. Consultant is packaging phase 1 of the bid set plans/specs with the Academy Street Bike Lanes project for construction under the Town Center: Utility and Woonerf project. Design work has begun to incorporate Main Street Visioning streetscape components along with the Academy Street Bike Lanes within Alder and Kincaid around Heritage Park.	

Project: Ryan House Historic Rehabilitation (19-07)		Project Manager: Drew McCarty	Budget: \$825,000 + \$750,000 = \$1,575,000 (Grants)
Description: Rehabilitation of the Ryan house Phase 1 to include structural upgrades, structural repairs and ADA accessibility.			
Schedule/Milestones: ☒ Design Consultant (11/22) ☐ Select Contractor (XX/XX) ☐ Construction Complete (XX/XX)		Status: March 2024 – Project is on hold January 2024 – Project is on hold until after LUPA Determination November 2023 – Project is on hold until after Growth Management Act & LUPA Determination October 2023 – Petition sent to city on the Growth management Act & LUPA for the Demolition Permit September 2023 – Council voted to demolish the Ryan House September 2023 – Ryan House to Council based on Finance Committee recommendation. August 2023 – Ryan House Update at Finance Committee to present options on which way to go with the Ryan House June 2023 – Received a schematic design cost estimate & WJE is working through drawings for Phase 1 June 2023 – Dickson Company to perform abatement June 2023 – Additional Openings completed by City Staff for WJE Inspection May 2023 – Received \$750,000 grant from LTAC May 2023 – Take Ryan House Rehabilitation Project to Finance Committee March 2023 – Pierce Count Grant Contract to be Executed March 2023 – WJE to assess Interior & Exterior inspection openings for structural upgrades February 2023 – Additional Asbestos discovered; testing was performed. Mastic in ceiling tile adhesive in cedar cabin February 2023 – WJE performing Interior & Exterior inspections for Phase 1 January 2023 – WJE Selected as Design Consultant	
Next Critical Activities (dates): Project is on hold until after Growth Management Act & LUPA Determination			
Next Council Actions (dates):			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) ■ Design Complete (3/22) ■ Construction Contract Award (4/22) ■ Construction Complete (12/23)		Status: Project is physically complete and is now in closeout process. Project is substantially complete and is in the plant establishment period. Construction has begun. Contractor has installed the storm line and is graded for curb and gutter. The project is awarded and awaiting start of construction. Plans have been approved by Ecology. The project will be going out to bid. The 100% plans have been submitted to Ecology for review. 90% Plans have been accepted by Ecology. The City is finalizing the 100% plans and will be sending them to Ecology for review before bidding the project for construction. The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (5/24)			
Next Public Actions (dates): N/A			

Project: South Tank Seismic Retrofit (19-10)		Project Manager: Andrew Leach/Courtney Littrell	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.			
Schedule/Milestones: ■ Select Design Consultant (1/20) ☐ Bid Award (TBD) ☐ Construction Complete (TBD)		Status: Plans and specifications approved by Department of Health, seeking permission to advertise from FEMA. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (TBD)			
Next Council Actions (dates): Construction Contract Award (TBD)			
Next Public Actions (dates): N/A			

Project LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Drew McCarty	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (03/24) ☐ Construction Complete (09/24)	Status: Due to long lead times of PLC hardware and procurement, project will be advertised in 5/2024. Design is complete & finalizing project specs/front end documents to advertise. PLC Hardware and Panels to be ordered by the city April 2023. PLC Hardware and Panels have been procured. Plan to advertise Project the end of the Summer.	
Next Critical Activities (Dates): Project Advertised 03/24		
Next Council Actions (dates): Bid Award 10/23		
Next Public Actions (dates): N/A		

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)		
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (12/20) ☐ Design Complete (12/25) ☐ Construction Complete (12/27)	Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (2/24)		
Next Council Actions (dates): Consultant Design Supplement (2/24)		
Next Public Actions (dates):		

Project: Academy Street Bike Lanes (20-08)		Project Manager: Alisa O’Haver-Ayala	Budget: \$1,342,700
Finance: Sound Transit funds (\$875,000)			
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (10/20) ■ Preliminary Design Complete (3/21) ■ Public Outreach (04/21) ■ Design Complete (4/22) ■ Construction Contract Award (06/22) ■ Construction Complete (02/24)		Status: The Contractor achieved Physical Completion. This project is in closeout. The Contractor achieved Substantial Completion and is working through completing punchlist items. The majority of construction was completed in July. The only remaining item is hydroseeding (must wait until after 9/1/23). Contract awarded to Reed Construction. Notice to Proceed (NTP) issued on 8/8/22. Construction bids opened on 05/19. Pending award. Consultant is packaging bid set plans/specs with the Alder/Kincaid Utilities project for construction under the Town Center: Utility and Woonerf project. Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (TBD)			
Next Public Actions (dates):			

Project: Sidewalk Improvements (20-10)		Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.			
Schedule/Milestones: ■ Consultant Services Contract (09/20) ■ Design Complete (05/21) ■ Construction Contract Award (06/21) ■ Construction Complete (11/22)		Status: The City is working on the closeout process with the contractor. Project has reached substantial completion. Contractor is working on punchlist items. Contractor is steadily moving forward with sidewalk replacement. Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates): Project Acceptance (5/24)			
Next Council Actions (dates): Project Acceptance (5/24)			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Drew McCarty and Alisa O'Haver-Ayala	Budget: \$135,000
Description: Installation of access platforms at the headworks screens.			
Schedule/Milestones: ☒ Select Design Consultant (5/21) ☒ Bid Award (2/23) ☐ Construction Complete (9/23)		Status: 3/2024 - Contractor is currently working through punch list items/special inspections. 08/14/2023 - Platform arrived on site and contractor has been working to install. Stairs will arrive any day for install and the contractor will complete the piping work during stair install. 08/2023 - Contractor shall install platform & complete piping modification work 07/2023 - Contractor shall perform some piping modification work 03/2023 - NTP to Contractor	
Next Critical Activities (dates):		03/2023 - Preconstruction meeting with Contractor (Aqua Tech)	
Next Council Actions (dates): N/A		2/27/2023 - Contract Executed with Contractor The bid package is being prepared to solicit for construction bids. Bid package has been advertised & Bids are due on 2/2/2023 Staff has reviewed 90% design drawings.	

Project: Aeration Control Upgrade (21-05)		Project Manager: Michael Kosa	Budget: \$135,000 (Seeking \$34,000 Energy Saving Grants)
Description: Reprogram the blower operation based on Ammonia levels for increased plant efficiency.			
Schedule/Milestones: ☒ Select Design Consultant (7/22) ☒ Construction Complete (1/23)		Status: Project in closeout Probes installed, reprogramming in process Grant agreement approved, acquiring equipment	
Next Critical Activities (dates):		The City has identified approximately \$34,000 in energy grant funding available for this project.	
Next Council Actions (dates): N/A		The design consultant is working on a design report and PSE energy savings grant application for the project.	

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Robby Wright	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.			
Schedule/Milestones: ☒ Consultant Agreement (6/21) ☒ Design Complete (5/22) ☒ Construction Contract Award (5/23) ☐ Construction Complete (08/23)		Status: Construction expected to begin 7/15/23 Construction contract has been awarded to Rodarte. Project to re-advertise March 2023 All bids rejected. Project being revised and will be re-bid in Fall 2022 for Summer 2023 construction.	
Next Critical Activities (dates):		Project pending award Project design underway	
Next Council Actions (dates):		RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Andrew Leach/Courtney Littrell	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ■ Select Design Consultant (6/21) □ Bid Award (TBD) □ Construction Complete (TBD)		Status: Project design is on hold.	
Next Critical Activities (dates): Construction Contract Award			
Next Council Actions (dates): Construction Contract Award			

Project: Sumner Tank Recoating (21-10)		Project Manager: Andrew Leach	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) ■ Bid Award (10/22) ■ Construction Complete (6/23)		Status: Construction is complete. City is working on the closeout process with the contractor. Construction is underway. Construction contract Awarded to Coatings Unlimited. Work to begin in December 2022. Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Critical Activities (dates): Project Acceptance (5/24)			
Next Council Actions (dates): Project Acceptance (5/24)			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O'Haver-Ayala	Budget: \$431,000 (95% federal, 5% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ☒ Programming (9/21) ☒ Consultant Services Agreement (3/22) ☒ Design Complete (03/23) ☒ Reject All Bids (01/24) ☐ Construction Contract Award (03/24) ☐ Construction Complete (03/25)		Status: City staff are working with WSDOT to receive additional grant funding to cover the full cost of this project. Council approved Resolution to reject all bids and re-bid. This project is out to bid with bid opening expected on 12/12/2023. Design is complete. Working through obligation process with WSDOT. WSDOT NEPA documentation has been approved. Consultant has completed 100% design and NEPA documentation has been resubmitted. Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised. Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates): 03/18/24 Construction Contract			

Project: Biosolids Dryer Replacement (21-17)		Project Manager: Michael Kosa	Budget: \$16-20 Million
Description: Biosolids Equipment Modernization at the Wastewater Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☒ Concept Report (12/22) ☐ Final Design Complete (12/24) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: City reviewing preprocurement bid document Beginning Final Design, project currently experiencing minor delay to secure PWTF loan Project setting evaluation criteria, completing feasibility study and sizing Study in progress, draft study delayed due to non-responsive supplier estimates Dryer Repairs complete	
Next Critical Activities (dates):		A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work.	
Next Council Actions (dates):		A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	

Project: 24th / 142nd Intersection Treatment (21-20)	Project Manager: Robby Wright	Budget: \$350,000
Description: Add enhanced treatment to untreated storm drains on corner of 142nd and 24th.		
Schedule/Milestones: ☒ Consultant Task Order (7/21) ☒ Construction Start (6/23) ☒ Construction Complete (10/23)	Status: Final punch list items being completed. Awarding contract to TITAN Earthwork Construction bid advertised	
Next Council Actions (dates):	Design Complete. KPG Task Order / contract request in progress. Scope amended to keep within total task order allowance. 30% Design Completed January 2022. 60% Design in progress	

Project: 63rd St Ct Trunk Line Relocation (21-21)	Project Manager: Robby Wright	Budget: \$198,900
Description: Reroute existing storm main from under existing building.		
Schedule/Milestones: ☒ Consultant Task Order (9/21) ☒ Design Complete (1/23) ☐ Construction Award (3/23) ☐ Construction Complete (6/23)	Status: Design complete, finalizing bid packet. Preliminary Design concept completed. Scope modified to include enhanced treatment. Utility potholing showed conflicts between proposed storm and existing sewer. Re-planning alternatives to minimize conflicts and disturbance.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Cemetery Facility Building (22-03)	Project Manager: Drew McCarty	Budget: \$3,000,000
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.		
Schedule/Milestones: ☒ Design Consultant (08/22) ☒ Select Contractor (08/23) ☐ Construction Complete (05/24)	Status: 3/2024 - Contractor completed the roof last month and is about 90% complete with plumbing and now working on electrical. 1/2023 - Contractor is ready to pour the slab and working on pre building the framed walls 11/2023 - Contractor is working on foundation and utility work 10/2023 - Contractor is working on foundation and utility work 10/2023 - Begin Construction 08/2023 - Award Construction Contract 08/01/2023 - Construction Bids Due 07/2023 - Advertise for Construction 03/27/2023 - Cemetery Facility Update at Council Study Session 90% Civil plans in review & Septic plans in review	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Salmon Creek Culvert Replacements (22-06)		Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ■ Consultant Contract (6/23) □ Bid Award (7/23) □ Construction Complete (12/24)		Status: Initial culvert sizing memo completed 125k Grant request put in to FCZD to help fund design Consultant contract with Osborn Consulting signed	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Elm Street Sidewalk (23-02)		Project Manager: Courtney Littrell	Budget: \$550,000
Description: Project will improve pedestrian safety by constructing curb, gutter, curb ramps, and sidewalk on the north side of Elm Street between Wright Avenue and Bonney Avenue.			
Schedule/Milestones: ■ Project Advertisement (2/23) ■ Select Consultant (3/23) □ Design Complete (3/24) □ Construction Complete (09/24)		Status: City has returned 90% design comments to MacKay Sposito. City has returned 60% design comments to MacKay Sposito. City has received 60% plans from MacKay Sposito and are currently in review. Design has begun, and 30% plans have been reviewed and comments were returned to MacKay Sposito for the next round of submission. MacKay Sposito was selected as the Design Consultant and design is underway. Consultant selection is underway. Project has been advertised for design consultant selection.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)	Project Manager: Courtney Littrell	Budget: \$500,000 (Street Tree), \$50,000 (Helping Homeowners), & \$40,000 (ADA Program)
Description: Repair sidewalks that are failing due to street tree damages and sidewalks that have been damaged that are the responsibility of the homeowner, with the assistance of the city (50/50 cost share program).		
Schedule/Milestones: ☒ Identify Replacement Locations (10/23) ☒ Begin Project Design (1/24) ☐ Design Complete (4/24) ☐ Project Advertisement (5/24) ☐ Bid Award (3/24) ☐ Construction Complete (10/24)	Status: Payments have been received from homeowners who are participating in the program. Currently finalizing the location list and documentation to prepare for bid advertisement. Decision letters have been mailed out to those who applied to participate in the program. Thirteen locations were selected for repairs this biennium. Street Tree Damaged locations are now being selected for repairs. Helping Homeowner Notices and Application Letters have been mailed. Applications are due in January of 2024, and location selection will be completed at the end of January 2024. Location selection is underway for Street Tree Damages. Design of sidewalk replacements to begin after replacement locations have been identified.	
Next Critical Activities (dates):		
Next Council Actions (dates): Bid Award (3/24)		

Project: Town Center: Cherry and Maple Utilities	Project Manager: Andrew Leach	Budget: \$4,330,800 (Utilities and Roadway Funds)
Description: Replacement of Utilities due to age and to support Town Center redevelopment.		
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ 90% Plans Completed (03/21) ☐ Project Advertisement (2025) ☐ Select Contractor (2025) ☐ Construction Complete (2025)	Status: 90% Plans completed and this project work divided out as Phase 2. Phase 1 is the TCUW project. Phase 2 will be completed and bid in 2025. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Pavement Chip Seal	Project Manager: Gursimran Singh	Budget: \$510,000
Description: Resurfacing designated existing roadways with a pavement chip seal and fog seal treatment.		
Schedule/Milestones: ☒ Project Advertisement ☒ Select Contractor ☒ Construction Contract Award ☒ Construction Complete	Status: Project planned for 2025	
Next Critical Activities (dates):		

Project: Systemic Horizontal Curve Improvements (23-08)	Project Manager: Thi Le	Budget: \$903,000 (Federal HSIP funds)
Description: Install curve warning signs, speed feedback signs, rumble strips, profiled striping, reflective markers, channelization, guardrail, and street lighting.		
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (01/2024) ☐ Start Preliminary Design (02/24) ☐ Bid Award (2/25) ☐ Construction Complete (9/25)	Status: SCJ is working on analyzing the crash data along the corridors and develop countermeasures as well as priority of implementation. SCJ Alliance was selected as the Design Consultant Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Tacoma Ave Overlay & Intersection (23-09)	Project Manager: Gursimran Singh	Budget: \$380,000 (86.5% Federal / 13.5% City general fund)
Description: Improvements consist of plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.		
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (12/23) ☒ Start Preliminary Design (03/24) ☐ Bid Award (2/25) ☐ Construction Complete (9/25)	Status: Preliminary design started in March 2024 Consultant Selection – Parametrix, negotiated hourly agreement signed by both City and consultant and reviewed and submitted to WSDOT. Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Small Works Projects

Project: Stewart Road Pond Repair (21-15)		Project Manager: Robby Wright	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (8/23) ☐ Select Contractor (9/23) ☐ Construction Complete (5/24)		Status: Amending scope to reflect change in the design requested by Operations Waiting on pothole information from Shops and updates from Parametrix. Project pushed to 2023 after shops requested a change in treatment system. Project under re-design Project being set up. Work areas being identified. Project may be pushed back to 2022.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: West Well Watermain and Cemetery Irrigation (23-04)		Project Manager: Andrew Leach	Budget: \$250,000
Description: A new water main will be routed to maintain the city connection between the City's west well and the rest of the water distribution system. The Sumner Cemetery's irrigation will also be updated to current standards.			
Schedule/Milestones: ☒ Project Advertisement (2/23) ☒ Select Consultant (4/23) ☐ Design Complete (5/24)		Status: Design of the project is underway. BHC has been selected for design of the project. Project has been advertised for design consultant selection.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Roadway Paint Line Application 2024		Project Manager: Gursimran Singh	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ☒ Verify Painting Schedule (6/23) ☒ Complete Construction (10/23)		Status: Working with Pierce county to verify pavement paint line schedule.	
Next Critical Activities (dates): N/A			

Project: Crack Seal Application 2024	Project Manager: Gursimran Singh	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces		
Schedule/Milestones: ■ 2023 Project Advertisement (5/234) ■ 2023 Select Contractor (6/24) ■ 2023 Construction Complete (XX/XX)	Status: March/April - Preparing Plans, Specifications and estimates for bid package	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)	Project Manager: Drew McCarty	Budget: \$280,000 (Sumner & 2023 Pierce County LTAC) + \$1,600,000 (2024 Pierce County LTAC)
Description: Heritage Park – Provide a master plan of the expanded park. Alley Activation – Develop the alley between Kincaid & Alder to 30% plans. Wayfinding Signs – finalizing elements such as posts, materials, etc. Additional Scope: Develop 100% plans for Heritage Park, Hops Alley and the Event Buidling that will be located within Heritage Park.		
Schedule/Milestones: ■ Project Advertisement (05/22) ■ Consultant Selected (10/22) ■ Alley 30% Completed (03/23) ■ Heritage Park Masterplan Complete (07/23) ■ Wayfinding Design Complete (2/24) □ Wayfinding out to Ad (3/24) □ 30% Design (06/24) □ 60% Design (09/24) □ 100% Design (12/24)	Status: 3/2024 - The city was awarded an additional \$1.6M for 2024 from Pierce County LTAC to complete the design of Hertiage Park, Hops Alley, and Event Building. JETT Landscape and Architecture is continuing their hard work to get the city 100% plans by the end of 2024. 3/2024 - Wayfinding design was completed and is out to Ad currently with bids being due on 4/4/2024. A draft of the Masterplan as well as fly-over renderings has been completed. Alley draft 30% plans completed. Heritage Park Masterplan narrowed to 2 alternatives. Heritage Park Masterplan Open House 01/23 at Electric Coffee Alley Stakeholder Meeting at JMJ Office (11/22)	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Pavement Patching 2024	Project Manager: Gursimran Singh	Budget: \$249,150 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces		
Schedule/Milestones: ☐ Project Advertisement (/) ☐ Select Contractor (/) ☐ Construction Complete (/)	Status: March/April - Preparing plans, specifications and estimates for Bid package	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Other Projects

Project: City Hall HVAC Replacement	Project Manager: Derek Barry	Budget: \$40,000
Description: Replace City Hall HVAC equipment		
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()	Status: Work to be completed if HVAC replacements are needed	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Senior Center Exterior Painting	Project Manager: Derek Barry	Budget: \$40,000 (General Funds)
Description: Repaint Senior Center, which is currently peeling/end-of-life.		
Schedule/Milestones: ☐ Project Advertisement (12/23) ☐ Construction Complete (9/24)	Status: Project programmed to 2024	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Overlay Program		Project Manager: Gursimran Singh	Budget: \$300,000 (General Funds)
Description: Place layer of new asphalt over existing base layer of asphalt to preserve roadway base.			
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()		Status: Project planned for 2025.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Transportation Plan Update		Project Manager: Michael Kosa	Budget: \$250,000 (General Funds)
Description: Update the 2015 Transportation Plan in coordination with the 2024 Comprehensive Plan Update			
Schedule/Milestones: ■ Begin Plan Update (12/22) □ Complete Plan Update (3/24)		Status: Final draft in progress, draft document has been reviewed by Planning Commission Plan in Development Project kickoff meeting occurred in January	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Watershed Vegetation Management		Project Manager: Ryan Johnstone	Budget: \$50,000 (Water Utility Funds)
Description: Contract out for vegetation management services to effectively manage invasive species and dead trees in the watershed			
Schedule/Milestones: ☐ Preliminary Design (6/24) ☐ Bid Award (9/24) ☐ Construction Complete (12/24)		Status: Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Utility Rate Study (CIP 23-01)		Project Manager: Andrew Leach	Budget: \$50,000
Description: Financial analyses of the Water, Wastewater, and Storm Water utilities			
Schedule/Milestones: ■ Project Advertisement (1/23) ■ Select Consultant (4/23) ■ Study Complete (12/23)		Status: Study Complete – Policy Updates continue FCS Group was selected for the project and has begun working on the study. Project advertised for consultant selection.	
Next Critical Activities (dates): Policy Updates (4/24)			
Next Council Actions (dates): N/A			

Project: Sewer Main Replacement and Rehabilitation		Project Manager: Ryan Johnstone	Budget: \$150,000 (Sewer Utility Funds)
Description: Complete camera analysis of sewer manholes and pipes that require regular sewer jet activities and determine how best to eliminate regular maintenance issues.			
Schedule/Milestones: □ Begin Study (4/24) □ Study complete (8/24)		Status: Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			