



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

<https://sumnerwa-gov.zoom.us/j/83345259610>

Or One tap mobile :

+12532050468,,83345259610#

+12532158782,,83345259610#

1 253 205 0468

1 253 215 8782

Webinar ID: 833 4525 9610

CALL TO ORDER

Pledge of Allegiance

Invocation - Pastor David Barnes, Eikon Church

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

OATH OF OFFICE

PROCLAMATION

Arbor Day Proclamation

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

CONSENT AGENDA

1. Conduit Lease Agreement
2. Resolution No. 1680 - Stormwater Capacity Grant Acceptance
3. Resolution No. 1679 -Transportation Improvement Board Grant Acceptance (Sidewalk Repair Program)
4. Video Surveillance System Contract - Security Solutions Northwest
5. Operations Facility North Parcel - Construction Contract Award
6. Approval of the minutes from the April 1, 2024 regular council meeting and the April 8, 2024 study session.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
 - a. Resolution No. 1677 - Equipment Surplus Authorization

2. Public Comment (Limit 3 minutes)

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the day of the meeting. Any written comments received will be provided to the City Council and attached to the meeting minutes. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Reappointment to the Sumner Lodging Tax Advisory Committee (Burke)
- b. Reappointment to the Sumner Lodging Tax Advisory Committee (Sutton)
- c. Reappointment to the Sumner Lodging Tax Advisory Committee (Anderson)
- d. Reappointment to the Sumner Lodging Tax Advisory Committee (Lopez)
- e. Appointment to the Salary Commission (Lomax)
- f. Appointment to the Salary Commission (Anderson)
- g. Appointment to the Salary Commission (Dobb)
- h. Council Vacancy

4. Reports

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

5. Executive Session

Per 42.30.110(1)(h) For the purpose of evaluating the qualifications of a candidate for appointment to elective office

6. Adjournment

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

SUBJECT: Arbor Day Proclamation

CATEGORY: Proclamation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 2024 Arbor Day Proclamation

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:



PROCLAMATION
Recognizing Arbor Day & Celebrating the Tree City Designation

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

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

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

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

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

WHEREAS, Sumner is celebrating its **30th** year as a Tree City as designated by the National Arbor Day Foundation.

THEREFORE BE IT RESOLVED that the City of Sumner proclaims April 26, 2024, as Arbor Day, and requests that all citizens join us and celebrate our trees, our parks and our continued commitment to environmental stewardship.

Dated this 15th day April 2024.

Kathy Hayden, Mayor
City of Sumner

SUBJECT: Conduit Lease Agreement

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Astound - Conduit Lease Agreement

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.

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.

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 severe 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.

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:

With a Copy to:

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

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.

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.

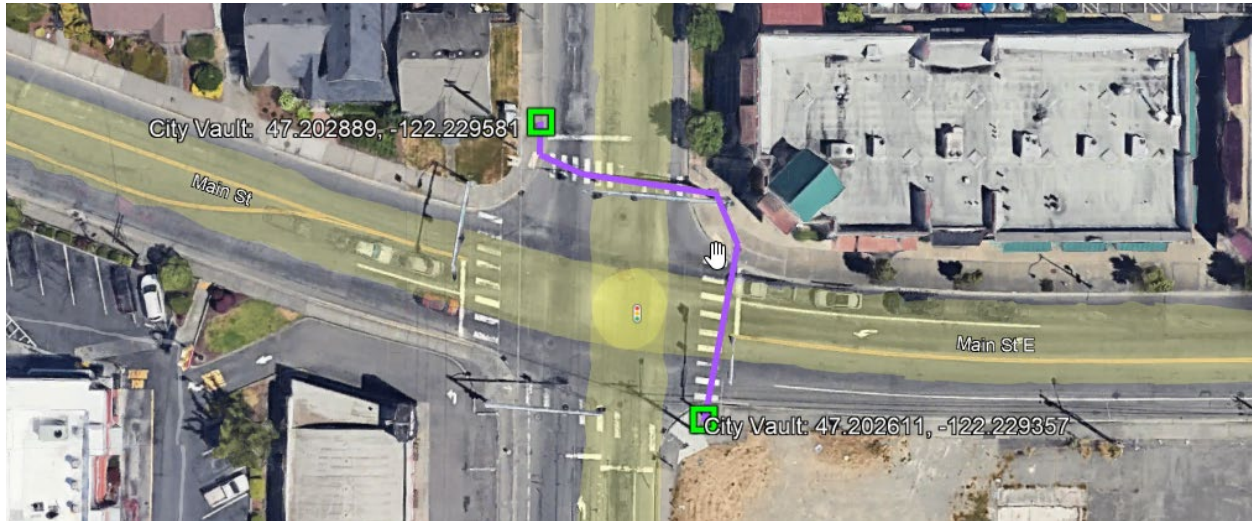
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**EXHIBIT A-2
to
CONDUIT LEASE AGREEMENT**

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.

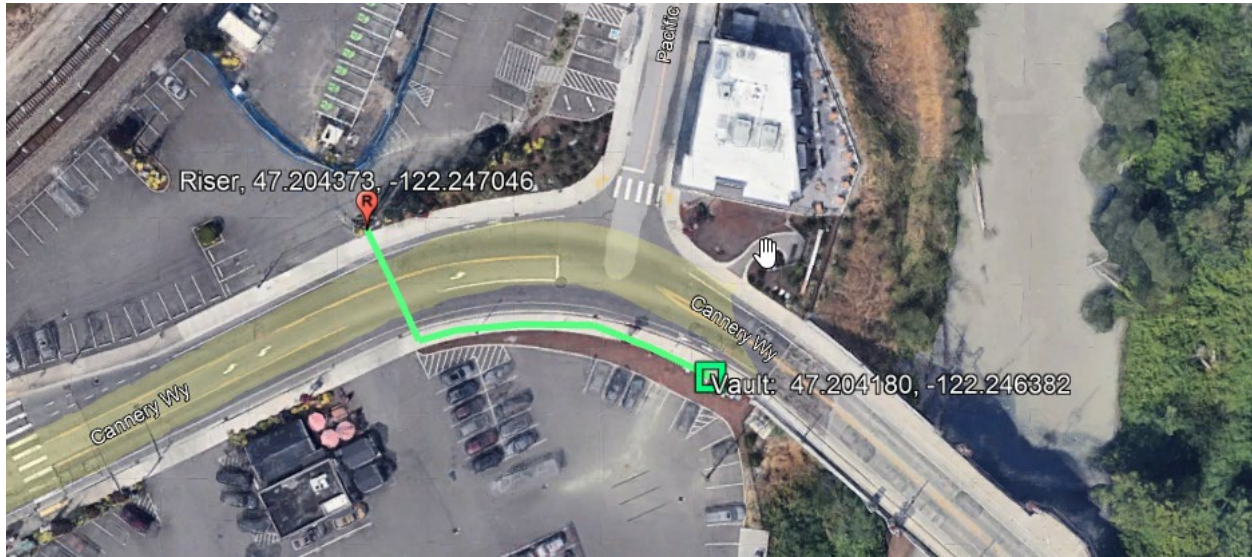
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**EXHIBIT A-5
to
CONDUIT LEASE AGREEMENT**

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.

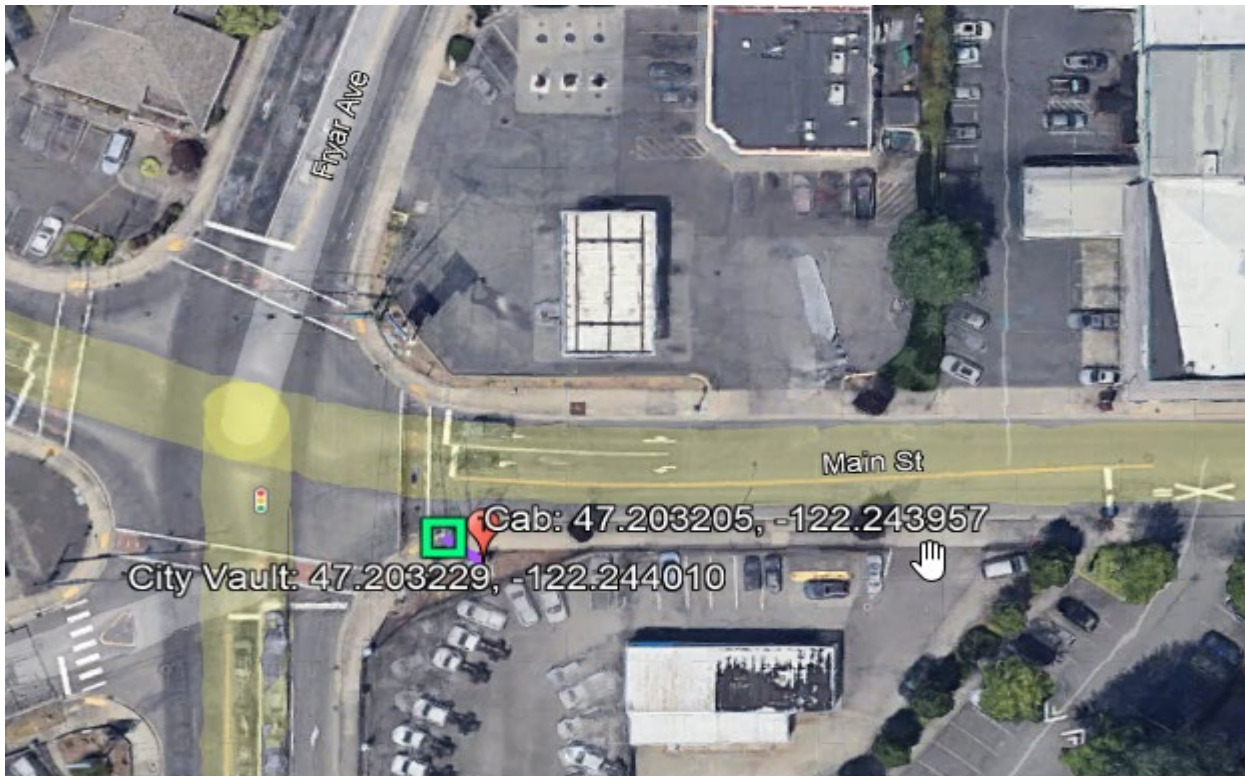
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**EXHIBIT A-7
to
CONDUIT LEASE AGREEMENT**

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.

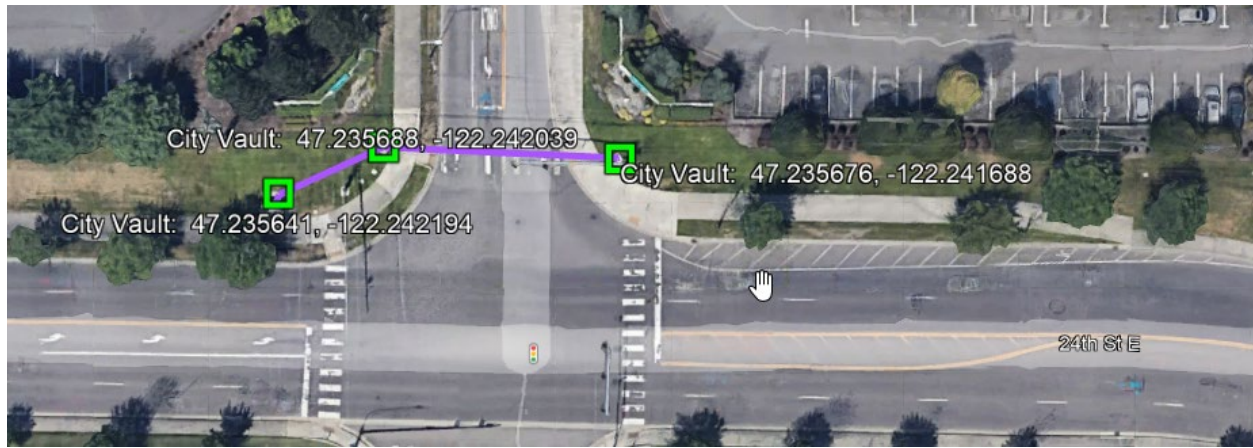
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**EXHIBIT A-8
to
CONDUIT LEASE AGREEMENT**

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.

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

**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.

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

SUBJECT: Resolution No. 1680 - Stormwater Capacity Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 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 - Stormwater Capacity Grant Acceptance

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 15 April 2024.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

Exhibit A



Agreement No. WQSWCAP-2325-Sumner-00105

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SUMNER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Sumner, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-Sumner-00105
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Sumner

RECIPIENT INFORMATION

Organization Name: City of Sumner

Federal Tax ID: 91-6001282
UEI Number: Q3ZKNC1EXZC9

Mailing Address: 1104 Maple St
Sumner, WA 98390

Physical Address: 1104 Maple St
Sumner, Washington 98390

Organization Email: kassandrar@sumnerwa.gov

Contacts

Agreement No: WQSWCAP-2325-Sumner-00105
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Sumner

Project Manager	Robert Wright Local Source Control Specialist 1104 Maple St Suite 260 Sumner, Washington 98390 Email: robertw@sumnerwa.gov Phone: (253) 299-5708
Billing Contact	Robert Wright Local Source Control Specialist 1104 Maple St Suite 260 Sumner, Washington 98390 Email: robertw@sumnerwa.gov Phone: (253) 299-5708
Authorized Signatory	Kassandra Raymond Chief Financial Officer 1104 Maple Street Sumner, Washington 98390 Email: kassandr@sumnerwa.gov Phone: (253) 299-5541

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Sumner

By: _____
Vincent McGowan, P.E. Date
Water Quality
Program Manager

By: _____
Kassandra Raymond Date
Chief Financial Officer

Template Approved to Form by
Attorney General's Office

Kathy Hayden

Mayor

Date

Agreement No: WQSWCAP-2325-Sumner-00105
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Sumner

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	03/25/2025
1.2	Recipient Closeout Report (EAGL Form).	03/30/2025

Agreement No: WQSWCAP-2325-Sumner-00105
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Sumner

SCOPE OF WORK

Task Number: 2 **Task Cost: \$130,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTs will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	03/25/2025

BUDGET

Funding Distribution EG240332

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2023

Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 130,000.00

Total: \$ 130,000.00

Agreement No: WQSWCAP-2325-Sumner-00105
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Sumner

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

Agreement No: WQSWCAP-2325-Sumner-00105
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Sumner

transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

Agreement No: WQSWCAP-2325-Sumner-00105

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Sumner

the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

Agreement No: WQSWCAP-2325-Sumner-00105
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Sumner

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WQSWCAP-2325-Sumner-00105
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Sumner

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement .

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved . ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments . If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach , and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

SUBJECT: Resolution No. 1679 -Transportation Improvement Board 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. 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. 1679
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A COMPLETE STREETS 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



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.

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List additional funding partners and amount.

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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: Video Surveillance System Contract - Security Solutions Northwest

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Security Systems Northwest Camera Contract

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Video surveillance systems at City Hall, Waste Water Treatment Facility and the Bill Heath Sports Complex are at end of life and in need of replacement. The City conducted an RFP and selected Security Solutions Northwest to procure and install enterprise level systems. This project was included in the 2023-24 biennial budget.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee

MEETING/STUDY SESSION DATE: 3/14/2024

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Security Solutions Northwest, in an amount not-to-exceed \$122,686.36 for City Facility Video Surveillance, substantially in a form approved by the City Attorney.



GOODS & SERVICES CONTRACT between the City of Sumner and

Security Solutions Northwest LLC

THIS CONTRACT is made by and between the City of Sumner, a Washington municipal corporation (hereinafter the "City"), and Security Solutions Northwest, LLC, organized under the laws of the State of Washington, located and doing business at 1619 N State St, Bellingham, WA 98225 (hereinafter the "Vendor").

CONTRACT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

Relating to the On-Premises Video Surveillance System RFP see the following exhibits:

Exhibit A
Exhibit B
Exhibit C
Exhibit D

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its right to obtain these or similar goods, materials, and services through other sources.

II TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services by 5:00 PM December 31th, 2024.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$122,686.36 for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

Vendor shall submit monthly invoices to the City. The City shall pay the first monthly invoice once all required paperwork has been received by the City. In the event that any provision of the City's Goods and Services Contract conflicts with any provision or Term of Contractor's Bid, the City's contract provisions shall govern.

If the City objects to all or any portion of an invoice, it shall notify Vendor in writing twenty (20) business days before invoice due date for correction and reserve the option to only pay that portion of the invoice not in dispute by the due date of invoice. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work.** The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services, provided the Vendor has been notified in writing twenty (20) business days before the invoice due date. If Vendor is unable, , to complete any part of this Contract and all claim provisions in subsections A through E of Section VII, have been exhausted. The City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor for the part of the contract the Vendor has been unable to complete.
- B. Final Payment: Waiver of Claims.** VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

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

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract.

VI. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XV(C), within fourteen (14) calendar days of the date Vendor was made aware or became aware of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or a written notice to proceed from the authorized City representative before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by an amendment, or another written order, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor was made aware or became aware of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or

disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest. The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 365 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work, at the Vendor's sole cost and expense. In the event any part of the goods are repaired, only original replacement parts shall be used, thus, rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction. The Contractor's warranty excludes remedy for damage caused by abuse, improper or insufficient installation by others, improper operation, or normal wear and tear under normal usage. In the event that installation is contracted with the Vendor, materials and equipment will be applied, programmed, installed, connected, erected, used, cleaned, and conditioned in accordance with the Work Order. Warranties will be provided as described in the Work Order, and the City's receipt of a warranty inconsistent with the terms of the Work Order will not constitute acceptance of those terms. This section does not supersede, nor void, any specific material and/or labor warranties provided by individual suppliers, vendors, or manufacturers. The Vendor agrees to assign to City at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

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

XI. INDEMNIFICATION. The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of (1) the Vendor or its officer, employees or agents, and (2) the City its officers, officials, employees and volunteers, this indemnity provision shall be enforceable only to the extent of the negligence of the Vendor, its officers, employees, or agents.

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

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

XII. INSURANCE. The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

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

A. Minimum Scope of Insurance.

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$1,000,000 products liability aggregate limit. Additionally, Vendor does maintain Umbrella liability, with limit of \$5,000,000 for each occurrence and aggregate limit.

C. Other Insurance Provisions. The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute to it.

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

E. Verification of Coverage. Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

F. Notice of Cancellation. The Vendor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

XIII. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. The Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work due to the negligence of the Vendor, its officers, employees, or agents..

XIV. PREVAILING WAGES.

The Vendor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. No final payment will be made on this Contract until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" that has been certified by the industrial statistician of the Department of Labor and Industries. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. The Statement of Intent to Pay Prevailing Wages shall include the Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with RCW Chapter 39.12 and this section of the Contract.

XV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington, If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Should the parties fail to agree upon or be unable to select an arbitrator, then the dispute shall be resolved by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XI of this Contract.

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

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

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

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

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

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

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

J. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

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

CONSULTANT:	CITY OF SUMNER:
By: _____ <i>Signature</i> Print Name: _____ Its: _____ <i>Title</i>	By: _____ <i>Signature</i> Print Name <u>Kathy Hayden</u> Its: <u>Mayor</u> <i>Title</i> By: _____ <i>Signature</i> Print Name <u>Jason Wilson</u> Its: <u>City Administrator</u> <i>Title</i>
Attest: _____ <i>City Clerk</i>	Approved as to Form: _____ <i>City Attorney</i>
Date: _____	Date: _____

NOTICES TO BE SENT TO: CONSULTANT: Tom McKellar Security Solution Northwest LLC 1619 N State St Bellingham, WA 98225 (206) 513-3405 (telephone)	NOTICES TO BE SENT TO: CITY OF SUMNER: Patrick Skellly City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5600 (telephone)

Exhibit A

System Proposal

Scope of Work

Thank you for the opportunity to quote the owner-installed implementation of an on-premises video surveillance server for City Hall, Wastewater Treatment Facility, and the Bill Heath Sports Complex.

This proposal provides pricing for equipment and labor for the server setup.

We will provide a set amount of technician hours to allow basic setup of the server with Avigilon Unity, load camera licenses, overview of analytics settings for each camera type. We are limited to the hours provided on the proposal. Additional labor is always available by the hour for an additional cost.

- 96TB Dell Server is provided with 5 year warranty. Additional 2 years available from Dell (+\$4,900)
- All Avigilon camera equipment comes with a 5 year warranty

This quote is based on the following assumptions:

- Installation, trim, wiring is by owner
- Network connections by owner
- PoE+ switches for all locations by owner
- 120v unswitched power for pole cameras by others

NOTE: SEE THE INCLUSIONS/EXCLUSIONS TABLE IN THIS PROPOSAL FOR ADDITIONAL INCLUSIONS AND EXCLUSIONS, ALONG WITH THE PRODUCT-SPECIFIC ONES LISTED ABOVE

We have been accepted as a provider under WSIPC. www.wsipc.org - SSNW RFP # 22-05

City of Sumner
Patrick Skelly
patrick@sumnerwa.gov

BASE - Server and Labor
Avigilon Unity
Sumner, WA

February 26, 2024

SYSTEM COMPONENTS:

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Each Item</u>	<u>Line Item</u>
1	BCD214X-EVS-210-120T-12	96TB Server - ACC w/ Appearance Search	\$19,362.86	\$19,362.86
31		Hour of Remote Support Labor	\$135.71	\$4,173.21
1		Freight	\$694.29	\$694.29

BASE Subtotal: \$24,230.36

+ sales tax & permit

Sales Tax @ 9.5% \$2,301.88

Base System Total: \$26,532.25

City of Sumner
Patrick Skelly
patrick@sumnerwa.gov

BASE - Server and Labor
Avigilon Unity
Sumner, WA

February 26, 2024

THESE ITEMS ARE **EXCLUDED** UNLESS MARKED YES:

Included in Scope:	Yes:	Included in Scope:	Yes:	Included in Scope:	Yes:
Shop Drawings		Server	X	Fire Permit	
As-Built Drawings		Panel Install		Electrical Permit	
REVIT LOD Design		Panel Program /Test		WA Prevailing Wages	
Data Submittals		Fire Stopping		Davis Bacon Wages	
Wire Supply		Door Lock Hardware		P & P Bond	
Wire Installation		Door Lock Hardware Install		Programming	
Conduit & Installation		120v Power Material & Install		Fire System Testing	
Coring		Provide Lift(s)		Training - On-site 16 hr	
Devices		POE Switches		Training - Remote 1 hr	
Devices Install		Magnetic Door Holders		Training - Remote 8 hr	X
Devices Program/ Test					

TERMS AND CONDITIONS:

- Proposal is valid for 30 days from the date on this proposal
- An authorized purchase order and/or contract will be required to commence work
- A system with monitoring or cloud hosting will require a contract to activate
- Additional work requested beyond the scope of this proposal will be billed at a time & material rate
- Additional parts needed to connect a cellular communicator with a weak cellular signal will be billed as an additional cost
- Customer to provide robust & reliable Wifi connection if needed
- Existing wiring or equipment to be integrated with this scope of work is assumed to be in working order and supported by the manufacturer, work and parts needed to upgrade or fix an existing system will be billed at a time and material rate
- All work to be performed during SSNW's business hours Monday - Friday 8:00 - 4:30 excluding holidays
- All parts and labor are warranted for one year
- Work will be billed each month in increments proportionate to progress toward completion of the project
- Balance to be billed at the completion of installation, payments are due at net 30 days from invoice date
- Pay Portal Fees are not included and will be billed to customer with a 10% markup

Presented by: _____
Tom McKellar - 206.513.3405

Acceptance: _____
(please sign here) _____
Date

Exhibit B

System Proposal

Scope of Work

Thank you for the opportunity to quote the owner-installed implementation of an on-premises video surveillance system for City Hall.

This proposal provides pricing for equipment and licensing only.

This quote is based on the following assumptions:

- Installation, trim, wiring is by owner
- Network connections by owner
- PoE+ switches for all locations by owner
- 120v unswitched power for pole cameras by others

NOTE: SEE THE INCLUSIONS/EXCLUSIONS TABLE IN THIS PROPOSAL FOR ADDITIONAL INCLUSIONS AND EXCLUSIONS, ALONG WITH THE PRODUCT-SPECIFIC ONES LISTED ABOVE

We have been accepted as a provider under WSIPC. www.wsipc.org - SSNW RFP # 22-05

City of Sumner
Patrick Skelly
patrick@sumnerwa.gov

CITY HALL
Avigilon Unity
Sumner, WA

February 26, 2024

SYSTEM COMPONENTS:

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Each Item</u>	<u>Line Item</u>
27	UNITY8-ENT	Unity Enterprise camera channel	\$248.69	\$6,714.53
2	POE-INJ2-95W-NA	Indoor single Port PoE Injector 95W	\$370.87	\$741.73
1	2.0C-H6SL-DO1-IR	2MP Outdoor Dome Camera	\$516.21	\$516.21
4	4.0C-H6A-D1	4MP Indoor Dome Camera - Analytics	\$948.95	\$3,795.82
4	4.0C-H6A-DO1-IR	4MP Outdoor Dome Camera - Analytics	\$1,140.15	\$4,560.60
1	6.0C-H6A-DO1-IR	6MP Outdoor Dome Camera - Analytics	\$1,264.49	\$1,264.49
9	3.0C-H6SL-D1	3MP Indoor Dome Camera	\$473.79	\$4,264.07
2	5.0C-H6SL-D1	5MP Indoor Dome Camera	\$597.14	\$1,194.29
1	3.0C-H5A-CR1-IR	3MP Corner Vandal 3-9mm IR - Analytics	\$1,112.59	\$1,112.59
1	12.0W-H5A-FE-DO1-IR	12MP Fisheye Camera IR - Analytics	\$1,045.33	\$1,045.33
2	8.0C-H5A-FE-DO1-IR	8MP Fisheye Camera IR - Analytics	\$704.46	\$1,408.93
1	15C-H5A-3MH	3 X 5MP 270 Multisensor - Analytics	\$1,810.29	\$1,810.29
1	32C-H5A-4MH	4 X 8MP 360 Multisensor - Analytics	\$2,487.57	\$2,487.57
2	H5AMH-DO-COVR1	Dome bubble and cover	\$156.58	\$313.15
2	H5AMH-AD-PEND1	Outdoor pendant mount adapter	\$156.58	\$313.15
2	WLMT-1001	Wall Mount for large pendant camera	\$95.32	\$190.65
2	H4AMH-AD-IRIL1	Optional IR illuminator ring	\$305.96	\$611.91
1	H4-MT-POLE1	Pole mount adapter	\$90.36	\$90.36
1	SM8TAT2SA-NA	Smart Managed PoE+ Switch for P2P	\$492.86	\$492.86
2	NBE-5AC-GEN2 / UB-AM	STREAKWAVE 5GHZ NANOBEAM	\$285.71	\$571.43
1	HW2-N18-1-GEN2	Construction Box	\$700.00	\$700.00
1	Freight		\$663.04	\$663.04

City Hall Subtotal: \$34,862.99

+ sales tax & permit

Sales Tax @ 9.5% \$3,311.98

City Hall System Total: \$38,174.98

THESE ITEMS ARE **EXCLUDED** UNLESS MARKED YES:

Included in Scope:	Yes:	Included in Scope:	Yes:	Included in Scope:	Yes:
Shop Drawings		Server		Fire Permit	
As-Built Drawings		Panel Install		Electrical Permit	
REVIT LOD Design		Panel Program /Test		WA Prevailing Wages	
Data Submittals		Fire Stopping		Davis Bacon Wages	
Wire Supply		Door Lock Hardware		P & P Bond	
Wire Installation		Door Lock Hardware Install		Programming	
Conduit & Installation		120v Power Material & Install		Fire System Testing	
Coring		Provide Lift(s)		Training - On-site 16 hr	
Devices	X	POE Switches		Training - Remote 1 hr	
Devices Install		Magnetic Door Holders		Training - Remote 8 hr	
Devices Program/ Test					

TERMS AND CONDITIONS:

- Proposal is valid for 30 days from the date on this proposal
- An authorized purchase order and/or contract will be required to commence work
- A system with monitoring or cloud hosting will require a contract to activate
- Additional work requested beyond the scope of this proposal will be billed at a time & material rate
- Additional parts needed to connect a cellular communicator with a weak cellular signal will be billed as an additional cost
- Customer to provide robust & reliable Wifi connection if needed
- Existing wiring or equipment to be integrated with this scope of work is assumed to be in working order and supported by the manufacturer, work and parts needed to upgrade or fix an existing system will be billed at a time and material rate
- All work to be performed during SSNW's business hours Monday - Friday 8:00 - 4:30 excluding holidays
- All parts and labor are warranted for one year
- Work will be billed each month in increments proportionate to progress toward completion of the project
- Balance to be billed at the completion of installation, payments are due at net 30 days from invoice date
- Pay Portal Fees are not included and will be billed to customer with a 10% markup

Presented by: _____
Tom McKellar - 206.513.3405

Acceptance: _____
(please sign here) _____
Date

Exhibit C

System Proposal

Scope of Work

Thank you for the opportunity to quote the owner-installed implementation of an on-premises video surveillance system for WWTF. This proposal includes outdoor cameras only.

This proposal provides pricing for equipment and licensing only.

This quote is based on the following assumptions:

- Installation, trim, wiring is by owner
- Network connections by owner
- PoE+ switches for all locations by owner
- 120v unswitched power for pole cameras by others

NOTE: SEE THE INCLUSIONS/EXCLUSIONS TABLE IN THIS PROPOSAL FOR ADDITIONAL INCLUSIONS AND EXCLUSIONS, ALONG WITH THE PRODUCT-SPECIFIC ONES LISTED ABOVE

We have been accepted as a provider under WSIPC. www.wsipc.org - SSNW RFP # 22-05

City of Sumner
Patrick Skelly
patrick@sumnerwa.gov

WWTF - Outdoor
Avigilon Unity
Sumner, WA

February 26, 2024

SYSTEM COMPONENTS:

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Each Item</u>	<u>Line Item</u>
15	UNITY8-ENT	Unity Enterprise camera channel	\$248.69	\$3,730.30
10	POE-INJ2-95W-NA	Indoor single Port PoE Injector 95W	\$370.87	\$3,708.65
1	8.0C-H6X-BO2-IR	8MP Outdoor Bullet Camera - Analytics	\$2,029.55	\$2,029.55
1	5.0C-H5A-BO2-IR	5MP Outdoor Bullet Camera - Analytics	\$1,154.40	\$1,154.40
3	6.0C-H6A-DO1-IR	6MP Outdoor Dome Camera - Analytics	\$1,264.49	\$3,793.47
7	15C-H5A-3MH	3 X 5MP 270 Multisensor - Analytics	\$1,810.29	\$12,672.00
3	32C-H5A-4MH	4 X 8MP 360 Multisensor - Analytics	\$2,487.57	\$7,462.71
10	H5AMH-DO-COVR1	Dome bubble and cover	\$156.58	\$1,565.77
10	H5AMH-AD-PEND1	Outdoor pendant mount adapter	\$156.58	\$1,565.77
10	WLMT-1001	Wall Mount for large pendant camera	\$95.32	\$953.23
10	H4AMH-AD-IRIL1	Optional IR illuminator ring	\$305.96	\$3,059.57
5	CRNMT-1001	Corner Mount	\$86.58	\$432.89
1	SM8TAT2SA-NA	Smart Managed PoE+ Switch for P2P	\$492.86	\$492.86
2	NBE-5AC-GEN2 / UB-AM	STREAKWAVE 5GHZ NANOBEAM	\$285.71	\$571.43
1	HW2-N18-1-GEN2	Construction Box	\$700.00	\$700.00
1	Freight		\$942.85	\$942.85

WWTF Outdoor Subtotal: \$44,835.45

+ sales tax & permit

Sales Tax @ 9.5% \$4,259.37

WWTF Outdoor System Total: \$49,094.82

THESE ITEMS ARE **EXCLUDED** UNLESS MARKED YES:

Included in Scope:	Yes:	Included in Scope:	Yes:	Included in Scope:	Yes:
Shop Drawings		Server		Fire Permit	
As-Built Drawings		Panel Install		Electrical Permit	
REVIT LOD Design		Panel Program /Test		WA Prevailing Wages	
Data Submittals		Fire Stopping		Davis Bacon Wages	
Wire Supply		Door Lock Hardware		P & P Bond	
Wire Installation		Door Lock Hardware Install		Programming	
Conduit & Installation		120v Power Material & Install		Fire System Testing	
Coring		Provide Lift(s)		Training - On-site 16 hr	
Devices	X	POE Switches		Training - Remote 1 hr	
Devices Install		Magnetic Door Holders		Training - Remote 8 hr	
Devices Program/ Test					

TERMS AND CONDITIONS:

- Proposal is valid for 30 days from the date on this proposal
- An authorized purchase order and/or contract will be required to commence work
- A system with monitoring or cloud hosting will require a contract to activate
- Additional work requested beyond the scope of this proposal will be billed at a time & material rate
- Additional parts needed to connect a cellular communicator with a weak cellular signal will be billed as an additional cost
- Customer to provide robust & reliable Wifi connection if needed
- Existing wiring or equipment to be integrated with this scope of work is assumed to be in working order and supported by the manufacturer, work and parts needed to upgrade or fix an existing system will be billed at a time and material rate
- All work to be performed during SSNW's business hours Monday - Friday 8:00 - 4:30 excluding holidays
- All parts and labor are warranted for one year
- Work will be billed each month in increments proportionate to progress toward completion of the project
- Balance to be billed at the completion of installation, payments are due at net 30 days from invoice date
- Pay Portal Fees are not included and will be billed to customer with a 10% markup

Presented by: _____
Tom McKellar - 206.513.3405

Acceptance: _____
(please sign here) _____
Date

Exhibit D

System Proposal

Scope of Work

Thank you for the opportunity to quote the owner-installed implementation of an on-premises video surveillance system for Sports Complex.

This proposal provides pricing for equipment and licensing only.

This quote is based on the following assumptions:

- Installation, trim, wiring is by owner
- Network connections by owner
- PoE+ switches for all locations by owner
- 120v unswitched power for pole cameras by others

NOTE: SEE THE INCLUSIONS/EXCLUSIONS TABLE IN THIS PROPOSAL FOR ADDITIONAL INCLUSIONS AND EXCLUSIONS, ALONG WITH THE PRODUCT-SPECIFIC ONES LISTED ABOVE

We have been accepted as a provider under WSIPC. www.wsipc.org - SSNW RFP # 22-05

City of Sumner
Patrick Skelly
patrick@sumnerwa.gov

SPORT COMPLEX
Avigilon Unity
Sumner, WA

February 26, 2024

SYSTEM COMPONENTS:

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Each Item</u>	<u>Line Item</u>
2	UNITY8-ENT	Unity Enterprise camera channel	\$248.69	\$497.37
1	POE-INJ2-95W-NA	Indoor single Port PoE Injector 95W	\$370.87	\$370.87
1	8.0C-H6X-BO2-IR	8MP Outdoor Bullet Camera - Analytics	\$2,029.55	\$2,029.55
1	32C-H5A-4MH	4 X 8MP 360 Multisensor - Analytics	\$2,487.57	\$2,487.57
1	H5AMH-DO-COVR1	Dome bubble and cover	\$156.58	\$156.58
1	H5AMH-AD-PEND1	Outdoor pendant mount adapter	\$156.58	\$156.58
1	WLMT-1001	Wall Mount for large pendant camera	\$95.32	\$95.32
1	H4AMH-AD-IRIL1	Optional IR illuminator ring	\$305.96	\$305.96
1	H4-MT-POLE1	Pole Mount	\$90.36	\$90.36
1	SM8TAT2SA-NA	Smart Managed PoE+ Switch for P2P	\$492.86	\$492.86
2	NBE-5AC-GEN2 / UB-AM	STREAKWAVE 5GHZ NANOBEAM	\$285.71	\$571.43
1	HW2-N18-1-GEN2	Construction Box	\$700.00	\$700.00
1	Freight		\$159.09	\$159.09

Sports Complex Subtotal: \$8,113.53

+ sales tax & permit

Sales Tax @ 9.5% \$770.78

Sports Complex System Total: \$8,884.31

THESE ITEMS ARE **EXCLUDED** UNLESS MARKED YES:

Included in Scope:	Yes:	Included in Scope:	Yes:	Included in Scope:	Yes:
Shop Drawings		Server		Fire Permit	
As-Built Drawings		Panel Install		Electrical Permit	
REVIT LOD Design		Panel Program /Test		WA Prevailing Wages	
Data Submittals		Fire Stopping		Davis Bacon Wages	
Wire Supply		Door Lock Hardware		P & P Bond	
Wire Installation		Door Lock Hardware Install		Programming	
Conduit & Installation		120v Power Material & Install		Fire System Testing	
Coring		Provide Lift(s)		Training - On-site 16 hr	
Devices	X	POE Switches		Training - Remote 1 hr	
Devices Install		Magnetic Door Holders		Training - Remote 8 hr	
Devices Program/ Test					

TERMS AND CONDITIONS:

- Proposal is valid for 30 days from the date on this proposal
- An authorized purchase order and/or contract will be required to commence work
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- All work to be performed during SSNW's business hours Monday - Friday 8:00 - 4:30 excluding holidays
- All parts and labor are warranted for one year
- Work will be billed each month in increments proportionate to progress toward completion of the project
- Balance to be billed at the completion of installation, payments are due at net 30 days from invoice date
- Pay Portal Fees are not included and will be billed to customer with a 10% markup

Presented by: _____
Tom McKellar - 206.513.3405

Acceptance: _____
(please sign here) _____
Date

SUBJECT: Operations Facility North Parcel - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$3,049,640

Within Budget Allocation: Yes

ATTACHMENTS:

1. Bid Tab
 2. Public Works Contract
-

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 CONTRACT
between City of Sumner and

A to B Builders, LLC

THIS AGREEMENT, made and entered into this day _____, between the City of Sumner under and by virtue of RCW Title 35 (Cities and towns) as amended and A to B Builders, LLC, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for

Sumner Operations Facility - North Parcel (Phase 2)

in accordance with and as described in the (a) attached plans and specifications and general conditions of the American Institution of Architects (AIA), and (b) all other documents, specifications, provisions and required regulations contained in the Bid Document package provided at bid opening, all of which are considered the "Contract Documents" and are incorporated herein by this reference and made part hereof as if fully set forth in this contract, and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Sumner.

II. The City of Sumner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner upon the conditions provided for in this contract. The Contractor for himself/herself/themselves, and for his/her/their heirs, executors, administrators, successors, and kin, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

- III. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

The Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help

employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

IV. It is further provided that no liability shall attach to the City of Sumner by reason of entering into this contract except as provided herein.

V. Certified Payroll Reports / Affidavits of Wages Paid. Contractor shall provide weekly certified payroll reports. RCW 39.12.040 requires that every contractor and subcontractor on the project file an Affidavit of Wages Paid soon after the work has been completed. These statements also must be filed with L&I and approved by the Industrial Statistician before being submitted to the agency administering the contract. The City will not release the retainage until the Contractor and subcontractors have filed approved Affidavits of Wages Paid.

VI. Public Works Board Requirements: City of Sumner has contracted a loan through the Washington State Public Works Board (PWB) for this Project. For construction of the Decant Facility (AKA North Parcel) the Contractor shall be bound by the PWB requirements as is the City. Contractor shall also require, via contract, that each of its subcontractors employed on this portion of the Project are bound by PWB requirements found within the PWB "Traditional Program Policy Handbook" beginning at Section 7 (see Traditional Program Policy Handbook included under 003100 "Information Available to Bidders"). Contractor shall include PWB requirements in its applicable subcontractors' and Professional Service Providers' Agreements.

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

VIII. Date of Commencement and Substantial Completion: Date of Commencement shall be a date set forth in a Notice to Proceed to be issued by the Owner, expected on or about April of 2024, with on-site construction to commence shortly thereafter; dependent upon the contractor timely providing all required documentation. The Contract Time shall be measured from the date of commencement of the Work, as provided in the Notice to Proceed. Subject to adjustments of the Contract Time, as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the North Parcel phase of the Work within TWO HUNDRED EIGHTY (280) CALENDAR DAYS after the date of the Notice to Proceed. Contractor will have access to the North Parcel and the eastern-most portion of the Operations Facility Site at the date of the Notice to Proceed. The contractor shall be responsible for maintaining site security, erosion control, and compliance with NDPES permit requirements throughout the duration of the project which includes working days, weekends and holidays.

IX. Liquidated Damages. Delayed Substantial Completion of any phase of the Work will cause substantial damage to the Owner. If the Contractor does not Substantially Complete all of the Work for each phase as provided in Section 011000, Summary, the Owner will be forced to incur substantial expenses. Liquidated damages are applicable to each phase of the Project, and for Final Completion, and not just the ultimate Project Substantial Completion date.

For these reasons, liquidated damages will be accessed as provided below:

Liquidated Damages Formula

$$LD = \left\lceil \frac{0.15C}{T} \right\rceil$$

Where:

LD	=	liquidated damages per working day (rounded to the nearest dollar)
C	=	original Contract amount
T	=	original time <u>(280 calendar days)</u> for Substantial Completion.

Contractor should review and understand Section 15.1.6.2 of the A201 General Conditions regarding if and how any adverse weather may or may not extend the date of Substantial Completion, as rain or other adverse weather may be anticipated during the Project and only materially greater than normal inclement weather extending the critical path of the Project will be the basis for an extension of the Contract Time.

X. Clauses and Provisions: All clauses and provisions that are included in the Invitation to Bid/Advertisement for Bid are incorporated into this Contract, and such clauses and provisions, including Labor Standards Provisions, shall be passed on by the Contractor to all subcontractors.

XI. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(J) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. *See* attached Exhibit C.

XII. Insurance and Indemnification.

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project.

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

This section is intended to supplement the attached specifications and Contract Documents. If any provision in this Section VII conflicts with any provision of the specifications attached hereto, the terms of this contract shall control.

XIII. Retainage

Pursuant to RCW 60.28.011, the City shall withhold up to 5% of the Contract sum, not including sales tax as retainage until the entire scope of work under this Contract is accepted. In lieu of retainage being withheld, Contractor may opt to submit a retainage bond instead covering any or all of the sum.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of said City of Sumner the day and year first above written.

CONTRACTOR:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Its _____ (Title)	Its <u>Mayor</u> (Title)
DATE: _____	DATE: _____
	By: _____ (signature)
	Print Name: <u>Jason Wilson</u>
	Its <u>City Administrator</u> (Title)
	DATE: _____

	Attest: Approved as to form: _____ _____ City Clerk City Attorney DATE:_____ DATE:_____
NOTICES TO BE SENT TO: CONTRACTOR: Barrie Thompson, President A to B Builders, LLC 718 Griffin Ave, #908 Enumclaw, WA 98022 206-999-2592 barrie@atobbuilders.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Drew McCarty, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5719 drewm@sumnerwa.gov

SECTION 004113 - BID FORM

PART A - BID PROPOSAL

BASE BID PRICES

Note: Refer to Instructions to Bidders for bid submittal procedures.

PROJECT: City of Sumner Operations Facility – North Parcel (CIP 24-01)

BID DATE: March 26, 2024

TIME: 10:00 AM (Pacific Daylight Time)

PLACE/TO: Permit Center Counter (located on the second floor)
Sumner City Hall
1104 Maple Street
Sumner, WA 98390

Ladies & Gentlemen:

The Undersigned Bidder declares that the only persons or parties interested in this bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official or representative of the Owner, and that the Bid is made without any connection or collusion with any person submitting or considering the submission of another Bid on this Contract.

The Bidder further agrees that it has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the Architect, Owner, and other sources in arriving at its conclusions. The Bidder further declares that it has carefully examined the Contract Documents for the North Parcel (Phase 2) at the Sumner Operations Facility, that it has personally inspected the site, that it has satisfied itself as to the quantities involved, including materials and equipment, and conditions of work and the fact that the description of the quantities of work and materials herein is brief and is intended only to indicate the general nature of the Work contained in the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid.

The Undersigned Bidder states that it has the ability and means to complete the Work in a timely manner and proposes to furnish all labor, materials, machinery, tools, and other means of construction, and to perform all work required by and in strict accordance with the Contract Documents for the following sums:

DO NOT INCLUDE SALES TAX IN THE BID.

1.1 BID:

AMOUNTS BID INCLUDE ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED IN THE BIDDING AND CONTRACT DOCUMENTS.

A. NORTH PARCEL BID – THE SUM OF:

\$ 2,552,000 -

TOTAL BID

\$ 2,552,000 -

List Bid Total both in words and figures in the space provided thousand

Two million five hundred fifty two thousand dollars & no cents

Dollars (\$ 2,552,000 -)

Note: In the case of a discrepancy between the numerical bid and the written words, the written word bid will be assumed to be correct.

B. WASHINGTON STATE SALE TAX 9.5% ON THE TOTAL BID

\$ 242,440

1.2 TRENCH EXCAVATION SAFETY COSTS:

Included in the above Base Bid is the amount for Trench Excavation Safety for any trenching exceeding a depth of four feet. In accordance with Chapter 39.04 RCW and WAC 296-155-850, all costs for adequate trench safety systems are required to be identified in this Bid. The Bidder certifies that the following amount is included in the Base Bid for Trench Excavation Safety Provisions. If no amount is entered, the Owner will presume that the Bidder represents that there are no Trench Excavation Safety costs for this Project.

Trench Safety System Costs Included are

\$ 1,000

1.3 TIME OF COMPLETION

The work of the Contract shall commence on the issue date of Owner's written Notice of Intent to Award Contract, and shall reach Substantial Completion, all as required in the Owner / Contractor Agreement included in Division 0 Section "Public Works Contract", and as required in Division 1 Section "Summary."

1.4 CONTRACT, BONDS & INSURANCE

Should the Undersigned be notified of the acceptance of this bid within 60 days after the time set for opening bids, the Undersigned agrees to execute a Contract for the above Work, for a compensation computed from the above sums, and to furnish performance, payment and maintenance bonds and insurance certificates as required by the Contract Documents.

Base Bid	\$2,552,000
9.5% WSST	\$242,440
Total Contract Amount	\$2,794,440

1.5 BID GUARANTEE

The Undersigned further agrees that the bid bond accompanying this Bid shall be left in escrow with the Owner, that its amount or penal sum is the measure of damages which the Owner will sustain by the failure of the Undersigned to execute the Contract and submit proper bonds and other documents required; and that if the Undersigned fails to deliver the said documents within 10 days after issue date of Owner's written Notice of Intent to Award Contract to the Undersigned, then the check shall become the property of the Owner or the bid bond shall remain in full effect. But if the Bid or designated portion thereof is not accepted within 60 days after the date of opening bids, or if the Undersigned delivers said executed Contract and bonds and the other required documents, then the check shall be returned to the Undersigned or the bid bond shall become void.

1.6 PRODUCTS & INSTALLATION PROCEDURES

The Undersigned has thoroughly familiarized itself with all specified products and installation procedures and included in this Project and the submittal of this Bid constitutes acceptance of products and procedures specified.

1.7 ADDENDA

Receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. 1	Date 3/8/2024	Addendum No. NA	Date
Addendum No. 2	Date 3/15/2024	Addendum No. NA	Date
Addendum No. 3	Date 3/21/2024	Addendum No. NA	Date

1.8 PREVAILING RATE OF WAGES

Prevailing wages shall be paid at the State of Washington prevailing wage rates effective at the date of bid. Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' (in effect as the date the bids are due) as determined by the Washington State Industrial Statistician of the Department of Labor and Industries. The 2024 updates to State of Washington Prevailing Wages for Pierce County will be available to bidders after February 1, 2024 at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> and are made a part of these documents by reference.

1.9 LIQUIDATED DAMAGES

The Contractor stipulates and agrees that it has reviewed the liquidated damages figures stipulated in Division 0, Section "Public Works Contract between City of Sumner and Contractor," and believes they are reasonable and reflect as accurately as possible actual damages to, respectively, the Owner and Contractor, and are not a penalty.

1.10 REQUIRED ATTACHMENTS WITH BID FORM:

- A. Bid Bond or Guarantee
- B. Non-Collusion Declaration
- C. Certification of Compliance with Wage Payment Statutes
- D. A305 – Contractor's Qualification Statement

1.11 LOW-BIDDER ATTACHMENTS: The following attachments will be completed within 24 hours of the bid opening and submitted to alisao@sumnerwa.gov by each of the two low bid General Contractors.

- A. A305 – Exhibit A
- B. A305 – Exhibit B.
- C. A312 – Performance Bond
- D. A312 – Payment Bond

1.12 CONTRACTOR SIGNATURE AND INFORMATION

A to B Builders, LLC

Name of Firm



President

By (Signature)

Title

718 Griffin Ave #908

Address

Enumclaw, WA 98022

City

State

Zip

425-949-5562 cell: 206-999-2592

Telephone

425-949-8982

Fax No.

info@atobbuilders.com

Email Address

BBUTLBB844RA

State of Washington Contractor's License No.

END OF SECTION 004113A

EXHIBIT B

CITY OF SUMNER

**CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
“E-VERIFY”**

As the person duly authorized to enter into such commitment for

_____,
A to B Builders, LLC

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or

development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the

contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

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

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

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

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

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

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

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SUBJECT: Approval of the minutes from the April 1, 2024 regular council meeting and the April 8, 2024 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - April 1, 2024
2. Minutes - April 8, 2024

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Meeting minutes from the previous two meetings.

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

STAFF RECOMMENDATIONS/MOTION:

Approve minutes as presented.



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

Staff present: Wilson, Marquez, Steffens, Beagle, Windish, Kosa, Moericke, Barber, Leach, and Converse

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

CALL TO ORDER

Pledge of Allegiance

Invocation by Pastor David Barnes

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

MAYOR HAYDEN ANNOUNCED COUNCILMEMBER STUARD'S RESIGNATION EFFECTIVE MARCH 27, 2024, DUE TO HIS RELOCATION FROM SUMNER.

CONSENT AGENDA

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

1. Resolution No. 1675 - Interagency Data Sharing Agreement with the Office of the WA State Auditor
2. Labor Agreement with International Union of Operating Engineers Local 302
3. Resolution No. 1674 - Floodplains for the Future - Subrecipient Grant Acceptance
4. Approval of the minutes from the March 18, 2024 regular council meeting and the March 25, 2024 study session.

PASSED BY VOICE VOTE.

PUBLIC HEARING

1. Resolution No. 1677 – Equipment Surplus Authorization

Mayor Hayden opened the Public Hearing at 6:07pm and introduced Administrative Services Director Jeff Seffens to speak to the item.

With no comments from the audience or council, Mayor Hayden closed the Public Hearing at 6:11pm.

REGULAR BUSINESS

1. Unfinished Business

a. Resolution No. 1678 – 2025/2030 Six-Year Transportation Improvement Program Annual Update.

MOVED BY CLERGET SECONDED BY ELFERS TO APPROVE RESOLUTION NO. 1678 – 2025/2030 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM ANNUAL UPDATE.

Andrew Leach, Associate City Engineer addressed the council.

PASSED BY ROLL CALL VOTE.

2. Public Comment

Ryan House:

Melissa Fox, Spanaway

Casey Henderson, Sumner, spoke on behalf of Randall Adams

Amanda Henderson, Sumner, spoke on behalf of Randall Adams

Leland Schmitt, Mt. Lake Terrace, spoke on behalf of Randall Adams

Nick Biermann, Parker Road

Visitor Center:

Deena Burnett, Sumner Avenue

Elizabeth Street/Hunt Street:

Tammy Ponce, Elizabeth Street

3. New Business

a. Re-appointment of Civil Service Commissioner (Georgia Lomax)

COUNCILMEMBER BITETTO MOVED TO APPROVE THE MAYORAL APPOINTMENT OF GEORGIA LOMAX TO THE CIVIL SERVICE COMMISSION. SECONDED BY ELFERS.

Administrative Services Director Jeff Steffens addressed the Council.

Ms. Lomax thanked the council for reappointing her to be on the commission.

Mayor Hayden thanked Ms. Lomax

PASSED BY ROLL CALL VOTE.

b. Re-appointment to the Sumner Planning Commission (Sharon Fochtman)

DEPUTY MAYOR COLE MOVED TO APPROVE THE MAYORAL APPOINTMENT OF SHARON FOCHTMAN TO THE SUMNER PLANNING COMMISSION. SECONDED BY BITETTO.

Community Development and Economic Development Director Ryan Windish addressed the Council.

PASSED BY ROLL CALL VOTE.

c. Appointment to Cultural Arts Commission (Kelly Ready)

COUNCILMEMBER BOWMAN MOVED TO APPROVE THE MAYORAL APPOINTMENT OF KELLY READY TO THE SUMNER CULTURAL ARTS COMMISSION. SECONDED BY ELFERS.

Community Development and Economic Development Director Ryan Windish addressed the Council.

PASSED BY ROLL CALL VOTE.

d. **Appointment to Cultural Arts Commission (Shelia Mellen)**

COUNCILMEMBER ELFERS MOVED TO APPROVE THE MAYORAL APPOINTMENT OF SHELIA MELLEN TO THE SUMNER CULTURAL ARTS COMMISSION. SECONDED BY COLE.

Community Development and Economic Development Director Ryan Windish addressed the Council.

PASSED BY ROLL CALL VOTE.

e. **Appointment to Cultural Arts Commission (Annmarie Matthews)**

COUNCILMEMBER BITETTO MOVED TO APPROVE THE MAYORAL APPOINTMENT OF ANNMARIE MATTHEWS TO THE SUMNER CULTURAL ARTS COMMISSION. SECONDED BY BOWMAN.

Community Development and Economic Development Director Ryan Windish addressed the Council.

PASSED BY ROLL CALL VOTE.

f. **Ordinance No. 2884 – 2024 Compensation Schedule Amendment**

DEPUTY MAYOR COLE MOVED TO APPROVE ORDINANCE NO. 2884 – 2024 COMPENSATION SCHEDULE AMENDMENT. SECONDED BY CLERGET.

Administrative Services Director Jeff Steffens addressed the Council.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

4. **Reports**

a. **Council**

Councilmember Brown commented on the importance of commissions in Sumner and thanked all of those who volunteer to do so.

Councilmember Bitetto following along the lines of what Councilmember Brown said, commissions are important, and we do appreciate all the time volunteers spend on them. She encouraged everyone to come out for the Daffodil Parade this weekend (April 6, 2024), and hopes the weather is nice, not the typical rain and hail.

Deputy Mayor Cole is hoping for good weather this weekend for the Daffodil Parade.

Councilmember Elfers reported, on the 21st of March the Pierce County Regional Council (PCRC) met. One of the PCRCs responsibilities is to allocate funds throughout the county. He was happy to see 166th Avenue interchange was on the list. They are also redefining what small cities are. He ended his comments by thanking the commissioners.

Councilmember Bowman reported the Rainier Cable Commission March 21, meeting. Pierce County TV will be updating equipment in Chambers throughout their service area with budgeted funds. It's about \$40,000 per Chambers. Clean, clear communication. She ended her comments by thanking the commissioners.

Councilmember Clerget had no report tonight.

b. City Administrator

City Administrator Jason Wilson shared the following:

- April 8th – Study Session
 - YMCA Update
 - Council Vacancy Process
- April 15th – Regular Council Meeting
 - Security Solutions Contract Award
 - Operations Facility North Parcel - Construction Contract Award
 - Conduit Lease Agreement with Astound
 - Resolution accepting a Stormwater Capacity Grant
 - Resolution accepting a TIB Grant for sidewalks
 - Resolution declaring utility equipment as surplus
 - Ordinance adopting updated Transportation Impact Fees

Commission Updates:

- The planning commission will be holding their first public hearing on the proposed 2024 comprehensive plan updates this Thursday at 6pm.

Personnel Issues:

- Last week we had two new officers graduate from the Basic Law Enforcement Academy. Officer Miller and Cuellar will now enter their field training program and should be ready for solo patrol early summer. A special congratulations to Officer Miller who achieved second place in academics. Next week an exceptional entry level officer will be joining our department, as well as a new Community Service Officer. With these hires that leaves one police officer and one animal control officer vacancy in the police department to fill.

Miscellaneous:

- Daffodil Parade: The Daffodil Parade is this weekend. The parade starts at 2:30, however festivities begin early in Sumner. Come out early to shop downtown, enjoy local restaurants and several food trucks.
- EDB top 10: On March 20th the City was awarded a top 10 award from the Pierce County Economic Development Board. The award was in recognition of the city's efforts to assist businesses recover from the October 2022 Main Street Fire.

c. Mayor

Mayor Hayden hopes the weather will hold out for the Parade on the 6th, it gets very cold sitting on the back of a firetruck!

5. Executive Session

There was no Executive Session tonight.

6. **Adjournment**

With no additional business before the council, Mayor Hayden adjourned the meeting at 6:53pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk

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

Staff present: Wilson, Marquez, Windish, Kosa, Moericke, and Steffens

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

CALL TO ORDER

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

REGULAR BUSINESS

1. YMCA Annual Update

Jenna Lehman, Executive Director and Charlie Davis President and CEO of the YMCA of Pierce and Kitsap Counties

2. Council Vacancy

City Administrator Jason Wilson

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 6:48pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Resolution No. 1677 - Equipment Surplus Authorization

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1677 - Equipment Surplus Authorization

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

On April 1, 2024, in accordance with RCW 35.94.040 the Council held a public hearing to declare equipment originally acquired for public purposes with an estimated value greater than fifty thousand dollars surplus. The City recently purchased a new Vac Truck and has no need for our old vehicle, which has reached the end of its useful life. The attached Resolution, if adopted, would surplus Sumner unit 33-118 which is a 2013 International Vac-Con with an estimated value of \$100,000.

COUNCIL COMMITTEE/STUDY SESSION: Public Hearing

MEETING/STUDY SESSION DATE: 4/1/2024

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1677 Authorizing Equipment Surplus.

**RESOLUTION NO. 1677
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, DECLARING CERTAIN
PROPERTY AS SURPLUS AND AUTHORIZING SALE**

WHEREAS, the City of Sumner purchased the equipment on the attached Exhibit A; and

WHEREAS, the Equipment in Exhibit A is Surplus to the needs of the City; and

WHEREAS, the Council held a public hearing regarding the surplus item with an estimated value over \$50,000 on April 1, 2024; and

WHEREAS, the City desires to surplus this equipment pursuant to the RCW 35.94.040.

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

Section 1. Authorization. That the Mayor is hereby authorized and directed to surplus City of Sumner inventoried equipment as identified in Exhibit "A" a copy of which is attached hereto and made a part hereof, all in accordance with RCW 35.94.040.

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 force immediately upon passage by the City Council.

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

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

RESOLUTION NO. 1677
EXHIBIT A

Item Description	Unit	Purchasing Fund(s)	License	VIN	Est. Salvage	Approver
2013 International Vac-Con	33-118	Water, Sewer, Storm	55198D	1HTWGAZT5EH492920	\$100k	Council



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

CATEGORY: Motion

BUDGET IMPACT:

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

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

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

The members must be confirmed annually.

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

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

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

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

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

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

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

The members must be confirmed annually.

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

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

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

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

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

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

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

The members must be confirmed annually.

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

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

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

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

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

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

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

The members must be confirmed annually.

Mayor Hayden recommends reappointing Carmelo Lopez of Sumner's Holiday Inn Express & Suites to fill one of the representatives of businesses required to collect tax.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

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

SUBJECT: Appointment to the Salary Commission (Lomax)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Lomax Application (Redacted)

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The Mayor is seeking the appointment of Georgia Lomax to the Salary Commission. Salary Commissioners serve for five-year terms and set the salaries for the elected officials of the City. Any change in salary filed by the commission with the city clerk shall become effective and incorporated into the city budget without further action of the City Council.

Salary increases established by the commission shall become effective to incumbent city elected officials regardless of their terms in office. Salary decreases established by the commission shall become effective as to incumbent city elected officials at the commencement of their next subsequent terms of office.

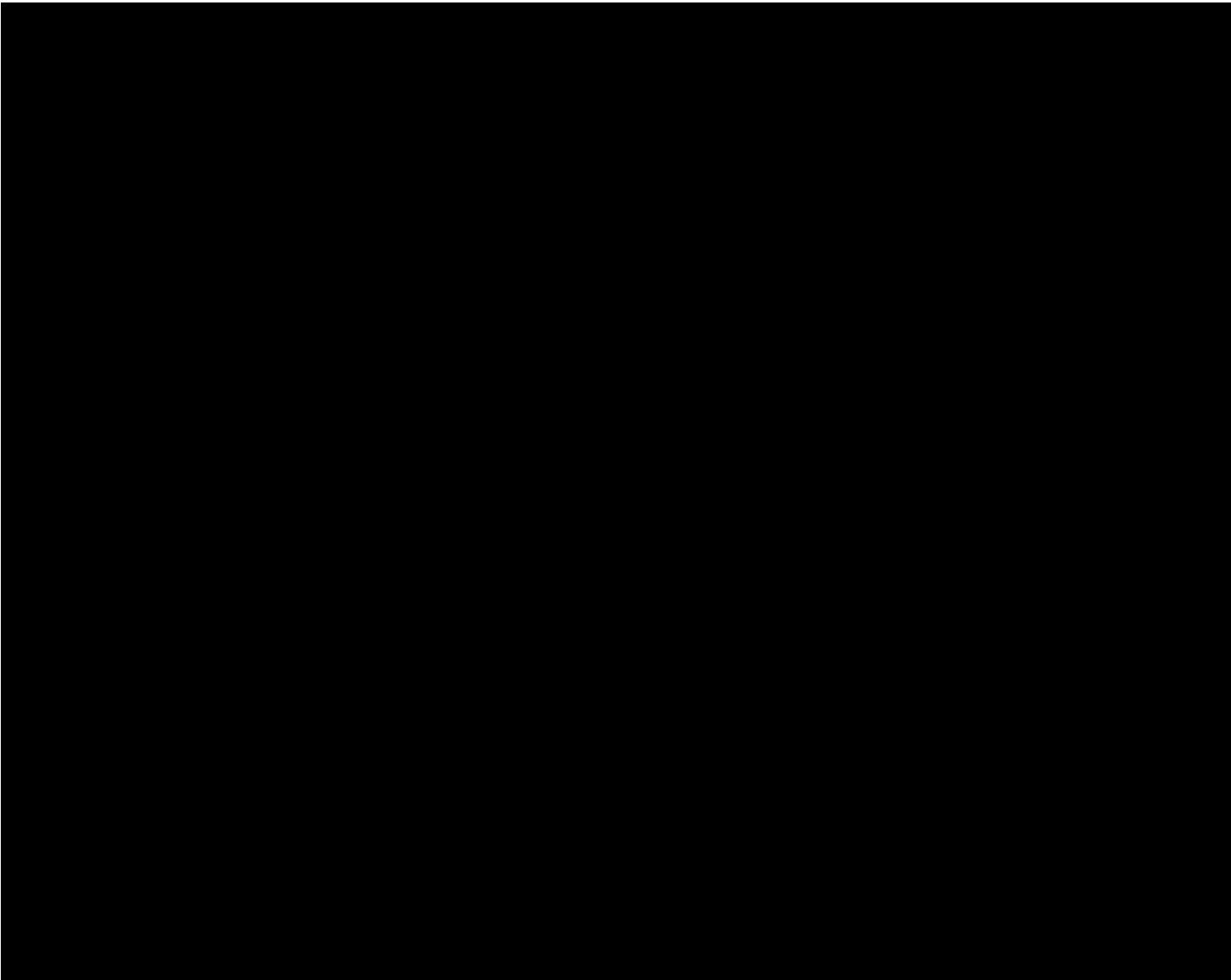
COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the appointment of Georgia Lomax to the Salary Commission for a 5 year term ending April 30, 2029.



EXTERNAL EMAIL

Anonymous User just submitted the survey Commission Application with the responses below.

I am interested in serving on the following:

Salary Commission

Name:

Georgia Lomax

Phone Number:

[REDACTED]

Email Address

[REDACTED]

Address:

[REDACTED]

Occupation (if retired, please indicate former occupation or profession):

Library Director

Education:

Masters of library science, University of Washington BA journalism, Washington State University

Professional or community involvement:

Rotary Club of Sumner United Way of Pierce County board of directors Sumner Civil Service Commission

Why are you interested in serving on this commission?

Participation by community members in our local government is critical. A reasonable stipend to recognize the time that must be invested to serve as a council member recognizes service and encourages others to participate.

Have you previously served on a City of Sumner commission?

Yes

If yes, which one(s):

Civil Service Commission

|

SUBJECT: Appointment to the Salary Commission (Anderson)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Anderson Application (Redacted)

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The Mayor is seeking the appointment of Brian Anderson to the Salary Commission. Salary Commissioners serve for five-year terms and set the salaries for the elected officials of the City. Any change in salary filed by the commission with the city clerk shall become effective and incorporated into the city budget without further action of the City Council.

Salary increases established by the commission shall become effective to incumbent city elected officials regardless of their terms in office. Salary decreases established by the commission shall become effective as to incumbent city elected officials at the commencement of their next subsequent terms of office.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the appointment of Brian Anderson to the Salary Commission for a 5 year term ending April 30, 2029.

From: [Sumner Connects](#)
To: [Michelle Converse](#)
Subject: Anonymous User completed Commission Application
Date: Tuesday, April 2, 2024 11:33:06 AM

****EXTERNAL EMAIL****

Anonymous User just submitted the survey Commission Application with the responses below.

I am interested in serving on the following:

Salary Commission

Name:

Brian Anderson

Phone Number:

[REDACTED]

Email Address

[REDACTED]

Address:

[REDACTED]

Occupation (if retired, please indicate former occupation or profession):

Retried Environmental Engineer, The Boeing Company

Education:

B.S. Geology, Pacific Lutheran University M.S. Geology, Baylor University

Professional or community involvement:

Civil Service Committe, City of Sumner Board Vice Chair, Sumner Community Food Bank Rotary

Why are you interested in serving on this commission?

Commitment to community service

Have you previously served on a City of Sumner commission?

Yes

If yes, which one(s):

Civil Service

SUBJECT: Appointment to the Salary Commission (Dobb)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Dobb Application (Redacted)

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The Mayor is seeking the appointment of Michael Dobb to the Salary Commission. Salary Commissioners serve for five-year terms and set the salaries for the elected officials of the City. Any change in salary filed by the commission with the city clerk shall become effective and incorporated into the city budget without further action of the City Council.

Salary increases established by the commission shall become effective to incumbent city elected officials regardless of their terms in office. Salary decreases established by the commission shall become effective as to incumbent city elected officials at the commencement of their next subsequent terms of office.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the appointment of Michael Dobb to the Salary Commission for a 5 year term ending April 30, 2029.



COMMISSION APPLICATION

Thank you for your interest in serving on a City of Sumner commission. We value the contributions that volunteers make in keeping Sumner a great place. This application will help us better understand your background. **Please fill out electronically or print clearly.**

I am interested in serving on the following Commission:

☐ CULTURAL ARTS
☐ CIVIL SERVICE

☐ DESIGN
☐ LODGING TAX

☐ FORESTRY & PARKS
☐ PLANNING

☒ SALARY

Name: Michael Robb

Contact Phone: [REDACTED]

Occupation (if retired, please indicate former occupation or profession):

RETIRED. SEPT. OF RECREATION, PIERCE COUNTY
Education: BA RECREATION ADMIN. WWU

Professional and / or Community Involvement:

Civil Service (current) SALARY COMMISSION (previous)

Why are you interested in serving on this commission?

Enjoy public processes & personal contributions to community

Have you previously served on a City commission?

☒ Yes

☐ No

If yes, which one(s):

SALARY

Please note that all information on this form becomes public information when submitted.

Return completed form to City of Sumner, 1104 Maple Street, Sumner, WA 98390

OR email: michellec@sumnerwa.gov

Michael J Robb
Applicant Signature
(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Council Vacancy

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. N. Biermann Redacted Application
2. D. Maynard Redacted Application
3. W. Moody Redacted Application
4. C. Pierce Redacted Application
5. G. Reinke Redacted Application

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND: Councilmember Stuard resigned from his position effective March 27th. His resignation was due to his planned move out of the State to be closer to family.

The Council Rules (Resolution No. 1624) set forth the process for appointing a new councilmember. That process includes an application, interview, nomination and appointment. At the April 8th Study Session, council expressed their desire to suspend their rules and use the recent list of candidates from the February recruitment (used to fill former Councilmember Hochstatter's position). Further the nomination and appointment process would occur at an April 22nd Special Council Meeting.

The remaining candidates are:

- Nick Biermann
 - Donna Maynard
 - William Moody
 - Chris Pierce
 - Greg Reinke
-

COUNCIL COMMITTEE/STUDY SESSION: Study Session
--

MEETING/STUDY SESSION DATE: 4/8/2024
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COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to suspend council rule 24.4 and 24.5 by utilizing the list of councilmember applicants from the February 2024 process, and amend rule 24.6 to conduct the nomination and appointment process at a special council meeting to be held on April 22, 2024.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL POSITION

Thank you for your interest in serving the community as a member of the Sumner City Council.

The timeline for filling the Council vacancy is as follows:

February 1, 2024:	Application and supplemental material due to City Clerk by 5:00pm
February 12, 2024:	Candidate interviews beginning at 6:00pm
February 20, 2024:	Candidate nominations and appointment voting beginning at 6:00pm
March 4, 2024:	Swearing in of new councilmember (tentative)

To be considered, your application must be completed and received by the City Attorney. **Applications and supplemental materials received after 5pm will not be accepted.** Additional written information after this date will not be accepted, unless requested by the City Council.

Please submit the following items:

- Application (see page 3)
- A resume of **no more than 2 pages**.
- Answers to the Supplemental Questions of **no more than 2 pages total**.

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Jason Wilson, City Administrator.

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should be e-mailed to: andream@sumnerwa.gov
or mailed to

**Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street
Sumner, WA 98390**

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3. What do you wish to accomplish if appointed to the Sumner City Council?

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APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Biermann Nicholas S
Last First MI
Residence Address [REDACTED]
Contact Phone [REDACTED] Date of Birth (mm/dd/yr) [REDACTED]
E-Mail [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Nich Biermann
Signature

2-1-2024
Date

Resume

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Use the attach button/feature to include resume or email resume to Andrea Marquez.

 **Attach Resume**

Supplemental Questions

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1. What is your vision for our City and community?
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4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

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Nicholas S. Biermann

Sumner, WA 98390



Education:

Bachelor of Science in Atmospheric Science, Univ. of Wisconsin, May 2003

Master of Science in Meteorology, Univ. of Oklahoma, May 2010

Work History:

- Meteorology Expert Team, The Tomorrow Companies/Climacell, Inc., Boston (Work-from-home, June 2020 – Present)
- Road Weather Forecaster, Narwhal/Weather.net, Salt Lake City, and then later in Bellevue, WA (November 2015 – May 2020)
- Hydrometeorologist, Vieux, Inc., Norman, OK (July 2009 – March 2015)
- Weather forecaster, Weather or Not, Inc., Shawnee, KS (August 2008 – July 2009)

Other Positions Held:

Adjunct Faculty/Instructor for 4-year colleges and 2-year community colleges:

University of Oklahoma (December 2007)

Rose State College, Midwest City, OK (August - December 2015)

Utah Valley University, Orem UT (August 2016 – May 2017)

Salt Lake Community College (August 2016 – December 2017)

Community Involvement:

- Friends of the Ryan House Committee under Sumner Historical Society
- FairVote Washington – House Bill 2250 to increase voter participation
- Weather education/teacher training; public outreach programs/workshops
- Graduate School Representative, School of Meteorology/Univ of Oklahoma
- Volunteer for the Women's Resource Center, Norman, OK

Civic Engagement:

- Attending city council meetings in person and virtually
- Participating in the legislative process at local, regional, and national levels
- Jury Duty, Seattle Municipal Court, August 2019
- *Voting wherever I live: from Wisconsin to Oklahoma to Utah to Washington*

Other skills:

Computer and information technology – conducting meetings over Zoom/Teams

Written and verbal communication with clients, co-workers, students, others

Photography – interest in weather/nature but also documenting news & history

Answers to Supplemental Questions

As submitted by Nicholas S. Biermann, Applicant

1. What is your vision for our City and community?

Answer: *My vision is for Sumner to be known as a community where our shared history is treasured in the present and is incorporated into a blueprint for future growth. With proper planning and foresight, the historical gems that make Sumner a unique and charming town can serve as anchors of a vibrant and thriving community even as the City faces significant suburban development pressure in the coming years and decades.*

I also envision Sumner as a City where all members of the community are respected. This means promoting an environment in which citizens feel their input is important and will be taken into account when the City and the Council make decisions that affect the future for all of us. Citizen input should be sought after and valued, regardless of whether you have lived here a lifetime or have only recently “Come on in.”

2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?

Answer:

- Improve communication between the City and residents. I have heard numerous residents express that online notice is not sufficient for important meetings and events. I recommend sending out an information newsletter in leaflet form that contains a timeline of upcoming City Council meetings. A simple piece of paper will work, but it must include specific information about how to provide public input.*
- Increase civic engagement opportunities for citizens to ask questions. Encourage more direct involvement with City staff and Council. Actively seek public input on new projects instead of waiting for residents to speak up when there is a problem.*
- Manage growth while preserving the historical charm and the “small-town feel” of Sumner. The City already faces considerable pressure from urban sprawl, and these concerns will only increase in the coming years. It is imperative to work now to preserve the gems from Sumner’s past and promote the story of Sumner by integrating our history into the present and future.*

3. What strengths would you bring to the Council?

Answer: *I would bring a fresh perspective to City Council. I do not have experience in city government, but I do have a history of civic engagement and community involvement wherever I have lived. I also bring a willingness to ask questions when needed and seek clarity where appropriate. I will act to gather all available information and make the most-informed decision possible. I would seek input from the citizens of our community, meet with residents, and use their insight to set focused priorities that steer the direction of our City on a course for success.*

4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

Answer: *I have always been actively involved and engaged in the communities where I have lived. Locally here in Sumner, I have attended city council and commission meetings, both virtually and in-person, even before the Ryan House was a topic of discussion. My most recent involvement here in Sumner has focused on efforts to raise public awareness and conduct fundraising for the Friends of the Ryan House Committee and the Sumner Historical Society, a 501(c)(3).*

I have also been a part of larger regional and state community programs, in particular the non-profit FairVote Washington, which seeks to increase voter turnout and participation in an otherwise increasingly partisan political world. The right to vote is particularly important to me, and I vote in elections wherever I live. Whether from Wisconsin to Oklahoma to Utah to here in Washington State, I actively participate in selecting the representatives who make our laws and chart our direction.

Furthermore, in every community I live in, I make a concerted effort to "Leave the place better than I found it." This may mean donating time packing food at a community food bank, serving as student representative in graduate school, organizing events for new incoming students, or being on-call at the Women's Resource Center to help with the response when crisis calls come in. During my time here in Sumner, I have been inspired to volunteer time and energy to help Save the Ryan House. This same spirit, along with a desire to be a proactively involved member of my community, now lead me to seek a position on the Council.

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APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Maynard Donna R
Last First MI
Residence Address [REDACTED] Sumner WA 98390
Contact Phone [REDACTED] Date of Birth (mm/dd/yr) [REDACTED]
E-Mail [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Donna R Maynard

Signature

1/30/2024

Date

Resume

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Supplemental Questions

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City Council Application Supplemental Questions – Donna Maynard

1. What is your vision for our City and community?

As a City Council Member, my vision for our small-town centers on creating an environment that is conducive to both raising a family and owning a small business. I envision a community where families feel safe, supported, and connected, with access to top-notch education, recreational facilities, and green spaces. This means investing in our schools, promoting family-friendly events and activities, and maintaining clean and well-maintained neighborhoods. Additionally, I aim to foster an entrepreneurial spirit by streamlining regulations, offering incentives for small businesses, and providing resources and support networks for aspiring entrepreneurs. Prior to living in Sumner, I called Maple Valley my home. There I saw first-hand what misguided intentions and uncontrolled growth can do to a once warm and welcoming small town. I don't want that for Sumner. By creating a town that values both family life and economic opportunity, we can ensure that our community thrives for generations to come, offering a vibrant and fulfilling quality of life for all residents.

2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?

- a. **Law Enforcement and Crime Prevention.** Law enforcement plays a pivotal role in maintaining public safety. By supporting them, you contribute to creating a secure environment where residents can live without fear of crime. This sense of safety fosters community well-being and encourages economic growth. Additionally, low crime rates are often associated with higher property values. Supporting law enforcement efforts to prevent crime helps safeguard property values in your small town. It makes the town more attractive to potential residents, investors, and businesses, which can contribute to its overall prosperity.
- b. **Creating a welcoming downtown corridor.** A vibrant downtown area can serve as a focal point for community events, festivals, and gatherings. Providing a space where residents can come together, socialize, and build a sense of belonging and community identity benefits the city both socially and economically. A pedestrian-friendly downtown encourages people to leave their cars behind and explore on foot. We can not only reduce traffic congestion and pollution but also create a safer and more inclusive environment where people of all ages and abilities can enjoy shopping, dining, and socializing.
- c. **Roads and Transportation.** Improving roads and transportation in Sumner is extremely important, especially considering the recent expansion of housing that has occurred. With all our new housing projects, the population density in certain areas has increased, leading to higher traffic volumes. Fixing and upgrading our roads and transportation systems can help manage traffic flow more efficiently, reducing congestion and minimizing delays for residents and commuters. This ensures smoother movement of vehicles, pedestrians, and cyclists throughout the town. Not to mention, better roads, public transit options, and pedestrian-friendly amenities encourage people to explore the area, access essential services, and participate in community events. Accessibility is crucial for fostering social inclusion and ensuring that everyone can fully participate in the town's economic and cultural life.

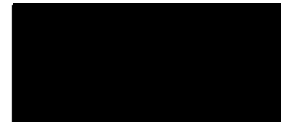
3. What strengths would you bring to the Council?

- a. Having worked in the service industry for so long has allowed me direct interaction with diverse communities. This experience has helped me understand the needs, concerns, and aspirations of residents from various backgrounds in my community. As a wife and mother, I have a deep understanding of the challenges faced by families, which helped shape my decision-making process on issues related to education, childcare, and family services. As a wife and mother, I have encountered and resolved many daily challenges within my household, which I feel translates to the ability to find practical solutions to community problems.

4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

- a. While living in Maple Valley, WA I was fortunate enough to serve both as a member of the PTA as well as a coordinator and coaching assistant for youth sports. Serving on the PTA involved engaging with parents, educators, and community members to advocate for the needs of students and schools. Similarly, my involvement in youth sports required coordinating with coaches, parents, and other stakeholders on a multitude of projects. I feel these experiences translate into effective community engagement and advocacy skills as a City Council member, enabling me to represent the community and its best interests.

Donna R. Maynard



Goal and Objective I am seeking a local position within the Sumner City Council. I am a quick learner, effective problem solver and a hard worker no matter the task. I feel that my residence history and life experiences have prepared me perfectly for this role; One which will allow me to learn by listening to and grow by working alongside my fellow Sumner residents. All the while with the goal of making sure Sumner stays an outstanding place to own a business or raise a family.

- Pertinent Skills Summary**
- Wife, mother and home maker for 27 years.
 - Over 25 years experience in the cosmetology industry.
 - 3 years in the food service and customer service industry.
 - Sumner resident for over 4 years.

Professional Work Experience

07/1989– 1/2015 Center Coiffures Renton, WA
Cosmetologist

After attending Cosmetology school during high school, I was immediately hired as a Beautician. In addition to providing individual cosmetology services, I was also responsible for product sales, inventory reconciliation, and general shop and supply maintenance. After a few years on the job, I served as trainer and mentor to new hires as well.

6/1986–7/1989 Shakey's Pizza Fairwood, WA
Customer Service

Responsibilities and skills acquired include;

- Working with customers and taking food orders.
- Reconciling cash register drawers.
- Food preparation.
- Restaurant maintenance and standards.

Education

6/1987–7/1989 Kent Beauty College Kent, WA
▪ Successfully graduated with Cosmetology Certificate

9/1985–6/1989 Kentridge Senior High School Kent, WA
▪ Successfully graduated with High School Diploma

References

Bobbi Snider, Principal
▪ Donald Eismann Elementary, Sumner-Bonney Lake SD – [REDACTED]

Kelly Teed, Owner and Manager
▪ Smart Choice Tires, Sumner WA - [REDACTED]

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name MOODY, WILLAM T.

Residence Address	Last	First	MI	
		SUMNER, WA. 98390		

Contact Phone Date of Birth (mm/dd/yr) gov

E-Mail Personal: [REDACTED] Sumner City: [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Signature William M. Moody Date 1-22-24

Resume

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WILLIAM T. MOODY

I am applying for the currently vacant Sumner city council position.
The following will illustrate my background and achievements both in education and business.

EXPERIENCE

JANUARY 1971 – AUGUST 1985

MATHEMATICS AND PHYSICS TEACHER, FEDERAL WAY SCHOOL DISTRICT

Teach the prescribed curriculum for Middle School and High School.
Create ways for the students to understand the concepts in both areas of study.
Evaluate textbooks and make district level recommendations for the district curriculum.
Develop and implement an advanced placement curriculum for physics.
Interact collaboratively with co-workers.
Develop programs and teach drivers education.
Subjects taught: Physics, General mathematics, Geometry, Algebra I, II, Biology, Drivers Education.

AUGUST 1985 – PRESENT

REGIONAL VICE PRESIDENT, PRIMERICA FINANCIAL SERVICES

Identify and train new agents.
Develop leadership to open and maintain office operations in various location in Washington.
Complete training for and passing required exams to be licensed in all phases my business.
Licenses held:
 Life and Health
 Investment Series 6, 63, 26, 65
 Registered Investment Advisor
Senior leadership position.
OSJ Supervisor with national recognition and responsibilities.
Maintain compliance in all areas of business.
Organize training and educational opportunities of several hundred participants.
Speak on investments discussion panels at the national level.
Expand community relationships business.

MAY 1970 – MAY 1976

WASHINGTON ARMY NATIONAL GUARD

Basic training at Fort Campbell Kentucky.
Advanced Individual Training at Fort Eustis Virginia.
Landing craft operator with a crew of 5.
Rank of Specialist 4.
Stationed at Tacoma Washington Armory.

EDUCATION

AUGUST 1966 - MAY 1970

BACHELOR OF SCIENCE DEGREE, PACIFIC LUTHERAN UNIVERSITY

My primary degree is education.

Primary focus was physics. Which included mathematical mechanics, electromagnetics, physical chemistry, atomic and nuclear, vector analysis, circuitry, gravitational and planetary motion.

Secondary focus was mathematics. Topics studied were calculus, differential equations, statistics, game theory, 3-dimensional calculus, general and special relativity.

AUGUST 1974

5TH YEAR CERTIFICATE, UNIVERSITY OF WASHINGTON

Included was astronomy, methods of coaching basketball, mathematics.

HIGHLINE AND PIERCE COMMUNITY COLLEGE

Political Science – Highline

Business - Pierce

SKILLS

- Problem solving in complex situations.
- Organizational skills and logistical management.
- Help students develop positive self-image.
- Develop consensus with team members.
- Ongoing communication with parents.
- Encourage students to expand their horizons.

ACTIVITIES

I volunteered for 17 years on the National Ski Patrol.

I achieved a Senior and National ranking with Ski Patrol for skill and performance.

Skills associated with these positions:

Ski and toboggan proficiency.

First Aid skills.

Mountain rescue.

First Aid Room supervisor.

Mountaineering credentials.

Church activities which include.

Develop and expand youth and adult educational opportunities.

Council President of 2 different congregations.

Budget oversight.

Interview candidates for new ministers.

Occasional preaching as a lay person.

Other areas of enjoyment include Golf, Hiking, Travel, and most of all family.

William Moody

Supplemental Questions for application for city council position application:

1. My vision for our community is to be a thriving community. This will provide the opportunity for growth and be a desirable community in which to live and raise a family.
2. First, road repair and improvement for safety and transportation flow is critical. Secondly, the increasing high-density housing will put even more stress on our city's transportation system. These improvements will make our charming community even more desirable, both for families and businesses. The third issue is to develop Sumner into a destination location with wonderful parks, shopping, and more restaurants. These improvements will encourage people to come and enjoy our town.
3. I have had several experiences which have strengthened my skills to hold such an important position with the city; teaching high school, running my own business, and currently chair of Sumner Planning commission. These experiences have given me a quality understanding of working with others for the benefit of all. Active listening and being able to see multiple sides of many issues helps everyone reach a balanced position and quality conclusion.
4. I am currently the chairperson for the Sumner Planning Commission. I was appointed to the commission in June 2022 and elected to the chair January 2024. I have served as church council president for 3 different congregations and served as a member of 4. I have worked with a local congregation developing and supporting a strong outreach program for food and clothing. I helped start a non-profit local pre-school to help meet the area's needs.

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- Some travel is expected locally, regionally, and/or within the State of Washington in accordance with the City travel policy applicable to all employees and City officials as well as the budgetary limits set for each Councilmember and for the City Council as a whole.

The monthly Councilmember salary as of January 1, 2024, is \$1,100 per month. No benefits are offered.

Interview Questions

On February 20th the Council will conduct in person interviews. The order of interviews will be determined by a random draw at the beginning of the meeting. Candidates will be asked to respond to the following questions:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the Council and community that you would like to highlight?
3. What do you wish to accomplish if appointed to the Sumner City Council?

The Council may set a time limit for each candidate to respond to the above questions.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Pierce Christopher P
Last First MI
Residence Address Sumner, WA 98390
Contact Phone Date of Birth (mm/dd/yr)
E-Mail

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.


Signature

01/30/24
Date

Resume

Please attach a resume of no more than two pages to this application.
Use the attach button/feature to include resume or email resume to Andrea Marquez.

 **Attach Resume**

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Sumner on separate pages using no more than two pages total.
Use attach button feature to include with PDF or email answers to Andrea Marquez.

 **Attach Answers**

1. What is your vision for our City and community?
2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?
3. What strengths would you bring to the Council?
4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

Applications and supporting documents must be received by February 1st at 5pm. Applications and supplemental materials received after 5pm will not be accepted.

The application and supporting documents should be e-mailed to: andream@sumnerwa.gov or mailed to

Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390

Christopher Pierce

[REDACTED]
Sumner, WA 98390
[REDACTED]
[REDACTED]

EDUCATION

1990-1995 Cascade High School, Everett, WA
1996-1997 Utah Valley University, Orem, UT
1998-1999 Skagit Valley Community College, Mt Vernon, WA

SUMMARY: After graduating from high school, I spent several years working towards a bachelor's degree. Prior to completing this educational goal, I was offered a permanent position in my targeted industry and did not continue my formal education from that point.

WORK EXPERIENCE

Titan Earthwork, Sumner, WA - Senior Project Manager

June 2012 – PRESENT

Following the sale of Trident Water Works to another privately held company, I went to work for TITAN Earthwork who was one of my best customers. Our company straddles the Sumner/Pacific shared border along 16th Street East. In the 12 years I have worked at TITAN, I have managed over \$100 million dollars of public and private contracts with a large majority being federal, state, county and municipal.

Responsibilities: Oversee management of project schedules, budgets, permits, documentation, changes to project work plans, safety plans and material procurement. Meet with project ownership and design teams regularly to discuss progress, changes and challenges. Problem solve unforeseen conditions while keeping the project on budget and on schedule. Work with established and new clients to bid future projects and develop budgets. Oversee project managers and project engineers that are part of the project team.

Trident Water Works, Puyallup - Co-owner, Outside Sales

May 2003 – June 2012

Along with the many responsibilities that came with being one of the owners of a small privately owned wholesale water works supply distributor, my time was largely spent finding and maintaining the majority of the company's client base while also managing many aspects of the estimating, purchasing and sales departments. During my time as a managing partner at Trident Water Works, I finely tuned my problem-solving skills by constantly addressing the ever-changing needs of over one hundred clients that each had individual and unique needs.

HB Jaeger, Snohomish - Outside Sales

June 1999 - May 2003

Find and maintain new accounts for a small locally owned wholesale distributor of construction materials. Forge relationships with new vendors that didn't have a foothold in the local PNW market.

VOLUNTEER AND COMMUNITY EXPERIENCE

As a presiding member of the lay ministry from 2019-2023 at the Church of Jesus Christ of Latter-Day Saints in Sumner, I managed closely audited welfare funds that were collected specifically to benefit the local membership and Sumner community. During my many years of service in the religious community, I have work extensively as a volunteer in the Boy Scouts of America organization and in similar youth development programs. As is the case with most of the churches in our area, there is no shortage of opportunities to serve the community as a member of the Church of Jesus Christ of Latter-Day Saints. In recent years, I have coordinated food drives, community Christmas events, and resource collection drives following an apartment fire in our community to name a few. Additionally, our family in recent years has volunteered once per month to provide meals to those members of our community who are able to take advantage of the Puyallup Freezing Nights program that is a multi-faith effort to provide a hot meal and a warm place to sleep during the winter months.

My wife and I are also passionate about serving our community's children and youth who are in the state's foster program. We try to dedicate as much time as we can each year in every way that we can from helping them obtain high school senior portraits, to filling the role of Santa Claus at their Christmas parties. In line with our efforts to help children without traditional families feel loved, we recently coordinated the opportunity through *A Child's Hope Foundation* to take a dozen families with us to Mexico in 2023 to perform service at an orphanage for a week. We plan to return and perform this service as often as we are able.

In an effort to expose our children to other cultures and allow others to experience ours, my wife and I are currently hosting a high school exchange student from Barcelona, Spain for the entire 2023/2024 school year.

INDIVIDUAL STRENGTHS

Communication
Coordination
Empathy
Problem Solving
Budget Management
Strong Understanding of Public Utilities
Public Speaking

Christopher Pierce

01/30/2024

[REDACTED]
Sumner, WA 98390
[REDACTED]
[REDACTED]

re: Application for Appointment to Sumner City Council – Supplemental Questions

Q: What is your vision for our City and community?:

As a PNW native who has lived in Pierce County since 2002, I have a deep appreciation for a well organized and safe community. Having been an intricate part of the new construction growth in the area over the last 20 plus years, I recognize the difficulties of managing growth as a public agency. I have watched as some surrounding communities have largely failed to manage this growth, opening doors for increased traffic, greater amounts of crime, and a diminishing sense of local pride in their community. When my wife and I decided to move away from one of these communities, we specifically targeted the City of Sumner as an ideal place to raise our four school-age children. I read recently that Sumner is one of the last cities in our country with our high school physically located on what is still named "Main Street". In my opinion, this unique fact typifies an important "small town" element in our community that needs to stay in place. I appreciate the planning that has kept the important commercial and industrial aspects of our city physically separated from our residential areas. Driving through this town and seeing old and new neighborhoods dotted with churches, busy public parks, trailways and small businesses is one of the things I love about Sumner. When my kids set out to ride their bike to a friend's house, it is comforting to know that they are getting to grow up with some of the same freedoms I enjoyed at their age. This sense of safety isn't so commonly found in other communities that are plagued with traffic, crime, blatant drug use and unchecked homelessness. So, what is my vision? Keep things on track and respect what has brought so many of us here. Continue to make sure that important city agencies such as the public works, parks and police departments are properly funded and feel supported by the community and by the elected officials. I want to see the people who choose to live in Sumner want to stay in Sumner and help continue to build this community.

Q: What are the three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?:

First, creating and/or revising existing laws in a way that they can be reasonably enforced without expecting our officers to have to decide in the field what to enforce and not enforce. These same laws should connect the community to the police officers that are serving the people of Sumner, and not drive a wedge between them. My observations and interactions with our well qualified Chief of Police Brad Moericke would lead me to believe that ensuring his opinion is heard (or continues to be heard), and ensuring that he has the resources he needs to run such an important aspect of our local government, would contribute greatly to our community as a whole.

Second, as traffic gets worse and shortcuts through town continue to become more popular, we can expect a greater degree of wear and tear on some of our roads that were not built to handle the traffic they are seeing. We can also expect that some of our intersection controls will no longer be efficient in handling the kind of increased traffic we can expect to continue seeing. Additionally, it is concerning that commuters are increasing use of "short cut" routes through neighborhoods where their children are at play. I feel it is important to be looking ahead at in-city

as well as outside funding options for road improvements, alternate route planning and traffic calming measures. As I have watched and read through past council meeting minutes, I see that this has been an ongoing focus of our council and my plan would be to continue supporting this effort while adding the expertise I have as in my career of building public roads, utilities and public infrastructure for the last 20+ years.

Third, continuing to support the right businesses to come into our area. Along with bringing important jobs, having the right kind of businesses located in our historic downtown versus our north end commercial district will continue to preserve the small town vibes and close knit "Sumner-strong" community feeling that has been a longtime tradition unique to Sumner. It is important to have a council that is aware of the benefits and drawbacks of attracting large businesses to a small community. I appreciate how the City has handled this to date and I would plan to continue to support those efforts while keeping in mind the legal rights of those businesses that want to do business here.

Q: What strengths would you bring to the Council?:

In an effort to avoid repeating things stated earlier, I believe that my many years spent in the public construction industry will allow me to bring a unique perspective to the council. A large part of my professional career has been spent reading and learning to comprehend detailed specifications, related laws and complicated plan sets. While I have never served in a public office, I have been navigating the public waters for most of my life in my chosen career. As a public works contractor, I have spent countless hours making sure that the community's safety and best interest is always a priority as we interrupt their lives and neighborhoods by tearing up their roads and rebuilding infrastructure. I have been the public face of too many projects to count which has given me the opportunity to develop and implement many important skills in the public relations arena. I have also managed numerous multi-million dollar budgets with a high degree of detail and success. I would count all of these as strengths when it comes to working with others as a team to successfully manage a City as a council member. It is worth adding that I have no further political ambitions, and that I am simply interested in serving the local community that is so important to my family.

Q: Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner city Councilmember?

Ultimately, the service to my community that I reference in my resume has given me the opportunity to develop empathy for those who are less fortunate than I have been. As I have served others, I have had the opportunity to see, and in some cases help manage, intimate details of their lives that I would not have been able to otherwise. These interactions have helped me become more aware of the needs of the less fortunate. I care deeply for the Sumner community and want what is best for all the friends my family has here, and for all those who I have yet to meet. I realize these are divisive times, but I believe that the way I was raised and the opportunities I have had through my life to serve others will contribute to my ability to bring those together who feel separated by politics and the perceived stature of others. I feel it is important when utilizing community resources to help the many families and individuals in our area who are without resources that a balance between compassion and enablement is sincerely sought after. This is not a black and white issue that can be solved by local, state or federal government. I believe it will require a partnership between public and private agencies as well as local families and individuals.



APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL POSITION

Thank you for your interest in serving the community as a member of the Sumner City Council.

The timeline for filling the Council vacancy is as follows:

February 1, 2024:	Application and supplemental material due to City Clerk by 5:00pm
February 12, 2024:	Candidate interviews beginning at 6:00pm
February 20, 2024:	Candidate nominations and appointment voting beginning at 6:00pm
March 4, 2024:	Swearing in of new councilmember (tentative)

To be considered, your application must be completed and received by the City Attorney. **Applications and supplemental materials received after 5pm will not be accepted.** Additional written information after this date will not be accepted, unless requested by the City Council.

Please submit the following items:

- Application (see page 3)
- A resume of **no more than 2 pages.**
- Answers to the Supplemental Questions of **no more than 2 pages total.**

For further information, please contact
Jason Wilson, City Administrator.

The application and supporting documents
should be e-mailed to: andream@sumnerwa.gov
or mailed to

Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street
Sumner, WA 98390

If mailing, ensure the City *receives* all items by the
deadline. A postmark does not count.

Councilmember Eligibility, Requirements & Public Disclosure

To be eligible to be appointed to the Sumner City Council, you:

- Must have continuously resided within the Sumner city limits for a minimum of one year prior to your appointment to the Council, and
- Must be a registered voter in the City of Sumner.

Please note that:

- Once a Councilmember application is filed with the City, it is a public record available to the public.
- The applications received from all candidates who meet the minimum requirements of State law, along with the answers to the supplemental questions, will be posted on the City of Sumner website as part of the Council's meeting packet the week of the initial interview.
- If appointed, you will be required by state law to file financial disclosure statements with the Washington Public Disclosure Commission (www.pdc.wa.gov). In addition, you may be required to complete a conflict disclosure statement for the City.
- This position will be on the 2025 ballot as a two-year term expiring December 31, 2027.

City Council Duties & Compensation

The Sumner City Council is the legislative authority of the City of Sumner. The City operates under a Mayor-Council form of government. The seven-member City Council serves as the legislative body of the City. The Council is responsible for setting policy, adopting the annual budget, adopting laws, determining the services to be provided and the funding levels for those services, and appointing citizens to its advisory boards and commissions.

The duties of a City Councilmember will likely involve an average minimum commitment of 18-20 hours per month for preparation, participation, and attendance at various meetings and community activities. Beyond the broad duties previously mentioned, Councilmember duties include, but are not limited to:

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3. What do you wish to accomplish if appointed to the Sumner City Council?

The Council may set a time limit for each candidate to respond to the above questions.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Reinke Greg W
Last First MI
Residence Address Sumner, Washington 98390
Contact Phone Date of Birth (mm/dd/yr)
E-Mail

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Greg Reinke
Signature

01/18/2024
Date

Resume

Please attach a resume of no more than two pages to this application.
Use the attach button/feature to include resume or email resume to Andrea Marquez.

 **Attach Resume**

Supplemental Questions

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**Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390**

Greg Reinke

Sumner, WA

OBJECTIVE

Seeking appointment to Sumner City Council position utilizing my professional Fire Service experience and extensive community involvement.

EDUCATION / CERTIFICATIONS

Bates Vocational Technical Institute, Tacoma, WA, 1983
Fire Service Training

Western Washington University, Bellingham, WA, 1982

QUALIFICATIONS

- 35 years Fire Service experience
- 17 years experience as Fire Officer
- 35+ years public education and community service involvement
- Extensive experience working with the public as a City/District employee
- Meticulous management of Fire District Facilities budget

EXPERIENCE

East Pierce Fire and Rescue, Sumner, WA

Retired-July 2019

Fire Captain

- Responsible for responding to fire and medical aid emergencies
- Conduct fire service personnel training
- Schedule and manage all maintenance of facilities
- Responsible for monthly facility budgeting and forecasting for annual budget
- Organize and manage Benevolent Committee community activities

Aviation Screening Enterprises, Sumner, WA

04/2012 – 5/2018

Plane Service Representative

- Manage weight and balance of aircraft
- Conduct TSA inspections and various security clearances
- Responsible for ground security coordination
- Manage inventory of catering items including food, beverage and utensils

Sumner Fire Department, Sumner, WA

07/1991 – 01/2006

Firefighter, Lieutenant, Captain

- Responsible for responding to fire and medical aid emergencies
- Conduct fire prevention inspections
- Host public education classes

Golden State Foods, Sumner, WA

02/1995-06/2008

Warehouse Labor

- Pick and palletize orders
- Organize and load trucks for delivery
- Monthly inventory control

TECHNICAL EDUCATION

- Bates Vocational Technical Institute, Fire Training
- Red Cross Cardiopulmonary Resuscitation Instructor
- Washington State Emergency Medical Technician
- Firefighter Fundamentals
- American Heart Association Cardiopulmonary Resuscitation
- Firefighters Role n Arson Investigation
- Emergency Vehicle Accident Prevention
- Hazards in Light Weight Building Construction
- Fires in Multi-Family Swellings
- Scott Air Pack Field Maintenance
- EMT Mast Trousers Application
- Vocational Education Certificate for CPR Instructor
- Learn to Burn
- Flammable Liquid Firefighter
- Flammable Liquids #2
- Fire Extinguishers
- Search and Rescue / S.C.B.A
- Basic Fire Investigation
- Fire Supervision 1
- Drug Lab Safety
- Uniform Fire Codes
- Basic Arson Fire Investigation
- I.F.S.T.A. Training Academy
- Haz-mat Recognition and Identification
- HIV/HBV/AIDS
- E.V.A.P.
- Tactics Simulator
- Operational Level Haz-Mat
- Tactics 1
- Tactics 2
- Haz-mat Technician Level
- Sprinkler Systems
- Auto De-fib
- Fire Service Instructor 1
- Incident Safety Office

REFERENCES

Rich Morvel – Retired Corrections Officer
[REDACTED]

Cliff Iotte –Retired Deputy Fire Marshal
[REDACTED]

Tom Poste – Retired Assistant Fire Chief
[REDACTED]

Rick Kuss – Retired Deputy Fire Marshal
[REDACTED]

Ralph King – Retired Pierce County Sheriff
[REDACTED]

Greg Reinke – Sumner City Council Supplemental Questions

1. My vision for the City of Sumner and this community is to have a place where all citizens can live safely and enjoy all the services the city has to offer. My hope is that the City of Sumner will continue to be one of the leading small cities in the State of Washington that people will want to come and live in.
2. Economic Development: The City of Sumner needs both large and small businesses to keep revenues coming in with sales tax, property taxes and B&O taxes to provide the city services that the community expects to have. The City of Sumner needs to continue to attract businesses with incentives and other enticements to bring them to Sumner.

Public Safety: The City of Sumner should have a well-trained, highly visible police and fire department to protect and serve the citizens of our community. The city needs to keep adequate levels of staffing to meet the needs of the community. Call volumes for the police and fire departments continue to increase each year, so an increase in staffing will help with the additional demand for service.

Traffic Congestion/Parking: The traffic congestion in Sumner has developed into a serious issue, as well as the parking around the Sounder Station. The heavy traffic from the Sounder Station has the surrounding area significantly congested with traffic at peak hours. Also, commuters have resorted to parking on neighboring streets throughout the community posing potential concerns for citizens residing in those areas. The City of Sumner must work with federal and state agency's to get funding for the traffic congestion around the Sounder Station. The City of Sumner must also work with Sound Transit to build a parking garage to alleviate the parking issues around the Sounder Station.

3. I have lived in Sumner for thirty-five years and pride myself in having extensive knowledge of the community's people and places. I have also been a member of the fire department for the same amount of years and have worked with budgets and keeping them balanced the last five years. I have been in charge of facilities for East Pierce Fire and Rescue, which includes ten fire stations. I am responsible for all repairs and maintenance of these ten stations. A strong knowledge of all facilities and the repair and maintenance items related to the buildings is required. The systems include, but are not limited to the following: HVAC systems, plumbing, electrical, sewer, septic systems, roofs and bay doors. For the past thirty-five years I have worked with the public on emergency calls, public education events and community events.

4. I have been an active member in the community for the last thirty-five years, serving the community through management and execution of benevolent activities such as Easter egg hunts, pancake feeds, ice cream booths, food drives, Relay for Life, Daffodil parades, Santa parades, Coats for Kids, Santa runs, safety trailer experience and teaching CPR/First Aid classes. I have also been active through the school district and chaperoned several trips to national Future Farmers of America competitions out of state for Sumner Senior High School. I feel all these things I have dedicated time to over the years has helped the citizens of this community and beyond. This is relevant as a Sumner City Council member to show the citizens that as a council member I am willing to volunteer my time to do things for the community and put "service above self."