



CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
July 15, 2024 6:00 PM

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/84368654161>

Or One tap mobile:

+12532158782,,84368654161# US (Tacoma)

Or Telephone:

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

Webinar ID: 843 6865 4161

CALL TO ORDER

Pledge of Allegiance

Invocation

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

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. Resolution No 1692 - Interlocal Agreement with Pierce County for Updating the Commute Trip Reduction Plan
2. Lift Stations 2 and 6 Control Panels - Construction Contract Award
3. Microsoft 365 Annual Software License
4. CIP 21-08 Salmon Creek Channel Realignment - Change Order 2
5. Approval of the regular council meeting minutes from July 1, 2024 and the 8th of July 2024 study session.
6. Approval of checks and electronic payments in the amount of [\\$1,201,567.48](#).
7. Resolution No. 1693 - Accepting Community Court Funding

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the 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. Ordinance No. 2892 - Updating Sumner Municipal Code Chapter 15, Buildings and Construction
- b. Ordinance No. 2893 - Amending the 2023/2024 Biennial Budget

4. **Reports**

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

5. **Executive Session**

6. **Adjournment**

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

SUBJECT: Resolution No 1692 - Interlocal Agreement with Pierce County for
Updating the Commute Trip Reduction Plan

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1692 - Interlocal Agreement with Pierce County for Updating the Commute Trip Reduction Plan

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The City of Sumner is entering into a partnership with Pierce County for the update to the City's Commute Trip Reduction (CTR) Plan as required by state law. The purpose of the Interlocal Agreement (ILA) is to continue a cooperative approach among the parties and other jurisdictions in Pierce County required to plan and administer programs in order to address inter-jurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective CTR plans, and authorize Pierce County to act on the City's behalf to complete tasks outlined in the agreement between the Washington State Department of Transportation (WSDOT) and Pierce County.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee
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MEETING/STUDY SESSION DATE: 6/26/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Resolution 1692 authorizing the Mayor to enter into an Interlocal Agreement with Pierce County for the purpose of updating the City's Commute Trip Reduction plan as required by state law.

**RESOLUTION NO. 1692
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL
AGREEMENT FOR COMMUTE TRIP REDUCTION PLANNING WITH PIERCE
COUNTY WASHINGTON.**

WHEREAS, the State of Washington, through the Washington State Department of Transportation (WSDOT) has contracted with the Pierce County to provide funding for a Commute Trip Reduction (CTR) plan and program via the Commute Trip Reduction Agreement Number PTD0842 (Agreement PTD0842); and

WHEREAS, Pierce County and the City are each required by statute to maintain a CTR plan and program, which programs must be coordinated together and with other programs in the region; and

WHEREAS, the City of Sumner could contract directly with WSDOT for CTR funding and plan and implement its own independent CTR program but has determined it would not be efficient or cost effective to do so; and

WHEREAS, the WSDOT funds received by Pierce County include money to support a CTR program for the benefit of the City of Sumner; and

WHEREAS, the City of Sumner is willing to forego any portion of the WSDOT CTR funding to which it might-be entitled in exchange for the Pierce County planning and implementing a CTR program that includes the incorporated area of the City of Sumner, and Pierce County is willing to plan and implement such a program; and

WHEREAS, the parties have agreed upon a Statement of Work as set forth in “Exhibit A,” attached hereto and incorporated herein by this reference; and

WHEREAS, the Pierce County Council has previously adopted a budget authorizing the Planning and Public Works Department to use funds identified in Exhibit A to provide the services identified in the Interlocal Agreement.

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

Section 1. The Mayor is authorized to enter into an Interlocal Agreement For the purposes of completing Commute Trip Reduction planning as required by state law with Pierce County substantially in a form as approved by the City Attorney.

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

federal laws, codes, rules, or regulations.

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

APPROVED AND ADOPTED this _____ day of July 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

**CONTRACT FOR SERVICES
BETWEEN PIERCE COUNTY AND CITY OF SUMNER
FOR
TRANSPORTATION DEMAND MANAGEMENT IMPLEMENTATION**

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "the COUNTY") and **CITY OF SUMNER**, a municipal corporation of the State of Washington (herein referred to as "CITY"). COUNTY and CITY may also be referred to individually as "party" and collectively as the "parties."

WHEREAS, the State of Washington, through the Washington State Department of Transportation (WSDOT) has contracted with the COUNTY to provide funding for a Commute Trip Reduction (CTR) plan and program via the Commute Trip Reduction Agreement Number PTD0842 (Agreement PTD0842); and

WHEREAS, the COUNTY and CITY are each required by statute to maintain a CTR plan and program, which programs must be coordinated together and with other programs in the region; and

WHEREAS, the CITY could contract directly with WSDOT for CTR funding and plan and implement its own independent CTR program but has determined it would not be efficient or cost-effective to do so; and

WHEREAS, the WSDOT funds received by Pierce County include money to support a CTR program for the benefit of the CITY; and

WHEREAS, the CITY is willing to forego any portion of the WSDOT CTR funding to which it might be entitled in exchange for the COUNTY planning and implementing a CTR program that includes the incorporated area of the CITY, and COUNTY is willing to plan and implement such a program; and

WHEREAS, the parties have agreed upon a Statement of Work as set forth in "Attachment B," attached hereto and incorporated herein by this reference; and

WHEREAS, the Pierce County Council has previously adopted a budget authorizing the Planning and Public Works Department to use funds identified in Exhibit A to provide the services identified in Exhibit B;

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1.0 PURPOSE

The purposes of this RCW 39.34.080 service contract are: (1) to continue a cooperative approach among the parties and other jurisdictions in Pierce County required to plan and administer programs in order to address inter-jurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective CTR plans, (2) to authorize the COUNTY to act on the CITY'S behalf to complete tasks outlined in Agreement PTD0842 between WSDOT and Pierce County,

and (3) allocate to the COUNTY the CITY'S proportionate share of State funds for implementing and administrating a CTR plan.

SECTION 2.0 FUNDING

The sole funding source for this contract is funds obtained by Pierce County from WSDOT, as set forth in "Attachment A." COUNTY'S performance under this contract is expressly conditioned upon the COUNTY'S receipt of funds from WSDOT in accordance with the provisions of Agreement PTD0842. The CITY agrees that COUNTY will retain the funds shown as allocated to CITY in Attachment A in consideration of COUNTY'S performance under this contract. But the parties agree that the individual city allocations shown in Attachment A do not require COUNTY to spend the specified amount for the benefit of the CITY or other cities. The CITY allocation shown in Attachment A would instead be the basis for a proportional distribution of remaining funds if either party terminates this contract.

SECTION 3.0 COUNTY AND CITY SERVICE PROVISIONS

The COUNTY will perform the COUNTY'S obligations described in Attachment B," Statement of Work for the parties," which, by this reference, is made a part of this contract. The CITY remains obligated to perform the CITY-specific tasks assigned to CITY in Attachment B.

SECTION 4.0 REIMBURSEMENT PROVISIONS

The COUNTY is responsible for requesting payment from WSDOT for work completed by the COUNTY on behalf of the CITY. The COUNTY will retain all the funds set forth in Attachment A, including the potential CITY allocation.

SECTION 5.0 AGREEMENT PERIOD

Regardless of the execution date, the effective date of this agreement shall be July 1, 2023, and the expiration date shall be June 30, 2025.

SECTION 6.0 ASSIGNMENT AND SUBCONTRACTING

The CITY shall not assign its obligations or rights under this contract without the express written consent of the COUNTY. The COUNTY shall not assign the entire contract, but COUNTY may subcontract portions of the work required by this contract. To the extent that the CITY is performing any work required by Agreement PTD0842, CITY agrees to be bound by all applicable sections of Agreement PTD0842 and to provide COUNTY with any reports, documentation, or information required to fulfill the obligations of Agreement PTD0842.

SECTION 7.0 NO THIRD PARTY BENEFICIARY

The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The COUNTY and CITY do not intend that there be any third-party beneficiary to this Agreement.

SECTION 8.0 COUNTY AND CITY AS INDEPENDENT CONTRACTOR

Both CITY and the COUNTY are and shall at all times be deemed to be independent contractors. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and the COUNTY or any of CITY'S or COUNTY'S agents or employees. CITY and the COUNTY shall each retain all authority for services rendered, standards of performance, control of

personnel, and other matters incident to the performance of services by CITY and the COUNTY, respectively, pursuant to this Agreement.

SECTION 9.0 REGULATIONS AND REQUIREMENT

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and applicable political subdivisions of the State of Washington.

SECTION 10.0 RIGHT TO REVIEW

This Agreement is subject to review by any Federal or State auditor. The COUNTY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the COUNTY. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by COUNTY agents or employees, inspection of all records or other materials that the COUNTY deems pertinent to the Agreement and its performance, and all communications with or evaluations by service recipients under this Agreement. The CITY shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for not less than three (3) years from the final payment to the CITY.

SECTION 11.0 MODIFICATIONS

The CITY and the COUNTY may request changes in service to be performed. Any such changes that are mutually agreed upon by the parties shall be incorporated herein by written amendment to this Agreement.

SECTION 12.0 TERMINATION OF THE AGREEMENT

This Agreement will terminate upon expiration of the Agreement Period, as defined in Section 5.0.

SECTION 13.0 EARLY TERMINATION

CITY may terminate this contract before expiration only if

- a. CITY provides written notice at least 90 days before the termination date;
- b. CITY prepares an Administrative Work Plan for a CITY-administered CTR program; and
- c. CITY's Administrative Work Plan is approved in writing by the Washington State Department of Transportation before the termination date.

The COUNTY may terminate the Agreement in whole or in part whenever the COUNTY, in its sole discretion, determines that such termination is in the interests of the COUNTY. COUNTY must provide written notice at least 90 days before the termination date.

If this contract is terminated by either party before the expiration date, the parties agree to negotiate in good faith an agreed proportional share of the funds allocated in Attachment A.

SECTION 14.0 DEFENSE AND INDEMNITY

The CITY agrees to defend, indemnify and save harmless the COUNTY, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the COUNTY, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to

the negligence of the CITY, its elected or appointed officials, subcontractors, successors, assigns, agents, servants, or employees, or of the COUNTY, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the CITY's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the COUNTY or its agents or employees, and (ii) the CITY or the CITY's agents or employees.

With respect to the performance of this Agreement and as to claims against the COUNTY, its officers, agents and employees, the CITY expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the CITY. This waiver is mutually negotiated by the parties to this Agreement.

In addition, but only to the extent required by Agreement PTD0842, the CITY agrees to indemnify the State of Washington, the Washington State Department of Transportation, and the COUNTY.

SECTION 15.0 LEGAL COMPLIANCE AND NON-DISCRIMINATION

During the performance of this Agreement, the CITY shall comply with federal, state, and local laws, including (without limitation), those related to unlawful discrimination and to any official investigation related to possible violation of the same.

SECTION 16.0 APPLICABLE LAW AND VENUE

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Pierce County Superior Court. The Parties shall be responsible for their own actual attorney's fees and actual costs.

SECTION 17.0 NOTICE

Any formal notice or communication to be given by either party under this Agreement shall be deemed properly given if delivered to the other party at the address listed below by email or by the U.S. Postal Service or by personal delivery mail to:

City of Sumner
1104 Maple Street
Sumner WA 98390
Attention: City Administrator

Pierce County Planning and Public Works
2702 S 42nd St
Tacoma, WA 98409
Attention: PCPWContractservices@piercecounitywa.gov

Provided that, notice by email shall not be effective unless the subject of the email indicates it is formal notice, includes the name of this Agreement, and the Pierce County contract number for this Agreement. Emailed notice received after 4:30 PM and before 8:30 AM shall be deemed delivered as of 8:30 AM on the next business day. Notice by U.S. Postal Service shall be deemed delivered as of the date of receipt or 3 days after deposit with the U.S. Postal Service, whichever is sooner.

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either CITY or the COUNTY, by giving notice thereof to the other as herein provided.

SECTION 18.0 SEVERABILITY

In the event any term or condition of this Agreement, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of the Agreement are declared severable.

SECTION 19.0 WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

SECTION 20.0 ENTIRE AGREEMENT

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the chronologically last signature entered below.

CITY OF SUMNER

Approved as to Form:

City Attorney Date

Approved:

Community Administrator Date

PIERCE COUNTY

Approved as to form:

Deputy Prosecuting Attorney Date

Approved:

Deputy Director Date

Finance Director Date

ATTACHMENT A
FUND ALLOCATION METHODOLOGY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
DEMAND MANAGEMENT FUNDS

Budget Summary

Funding allocated by WSDOT for local implementation of CTR activities is based on the following formula:

1. The funding allocation is determined by a WSDOT distribution formula that provides a level of base funding per jurisdiction for the first five employer worksites and over threshold for more than five employer worksites.
2. The individual city allocations shown in the chart below do not require COUNTY to spend the specified amount for the benefit of the CITY or other cities. The CITY allocation in the chart below would instead be the basis for a proportional distribution of remaining funds if either party terminates this contract before expiration.
3. If this contract is terminated before expiration, the parties agree to negotiate distribution of remaining funding based on the remaining full quarters in the contract.
4. The current amount of funds for July 1, 2023-June 30, 2025 is \$299,700.

July 1, 2023 – June 30, 2025 Allocation

Funding covered under this agreement with CITY is bolded.

Funding Calculations					
Jurisdiction	Base Funding	Number of CTR-Affected Worksites	Worksites Over Threshold	Additional Worksite Funding	Biennial Total
Pierce County					
Pierce County	\$250,000	35		\$49,700	\$299,700
Unincorporated	\$31,250	10	5	\$31,076	\$62,326
DuPont	\$31,250	3	0	\$0	\$31,250
Fife	\$31,250	2	0	\$0	\$31,250
Gig Harbor	\$31,250	2	0	\$0	\$31,250
Lakewood	\$31,250	8	3	\$18,624	\$49,874
Puyallup	\$31,250	5	0	\$0	\$31,250
Sumner	\$31,250	3	0	\$0	\$31,250
University Place	\$31,250	2	0	\$0	\$31,250

ATTACHMENT B

STATEMENT OF WORK FOR THE PARTIES COUNTY Statement of Work

The COUNTY shall perform the following tasks:

1. Administrative Work Plan

The COUNTY agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the COUNTY submits its first invoice, whichever is sooner.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to strategies associated with Agreement PTD0842 and other strategies as defined in approved and locally adopted CTR plans. These may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
- B. The administrative work plan must be approved in writing by the WSDOT Project Manager. The work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the COUNTY.
- C. The COUNTY agrees to carry out the tasks in the WSDOT approved Work Plan, except for the City tasks listed below.

2. 4-year CTR Plan Assistance

The COUNTY shall lead the efforts to assist with the 4-year Plan process by creating a 4-year Plan development timeline and drafting a Plan template based on WSDOT's template provided in the [Guidance for 2025-2029 City, County Regional Commute Trip Reduction Plans](#). The COUNTY will assist with Plan tasks including Plan development, Performance Target selection, select strategies for achieving targets, establish a financial plan, and conduct countywide plan outreach efforts. The COUNTY will hire a consultant to assist with 4-year CTR plan assistance.

3. Reports

The COUNTY shall prepare and submit quarterly and final progress reports pursuant to this agreement and as prescribed in WSDOT's Transportation Demand Implementation Agreement Guidebook, and any amendments thereto, found at <https://wsdot.wa.gov/sites/default/files/2023-02/PT-Guide-CommuteTripReductionGuidebook.pdf> or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook.

4. Use of State Funds for Incentives

The COUNTY agrees to use State funds provided as part of this contract in accordance with incentives guidance to be provided by WSDOT.

5. Survey Coordination

The COUNTY agrees to coordinate with WSDOT and its contracting partners for commute trip reduction employer surveys.

6. Database Updates

The COUNTY agrees to provide WSDOT and the CITY with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested.

7. Coordination with Local CTR Efforts

On the CITY's behalf, the COUNTY agrees to be an active member of the Pierce County TDM/CTR Technical Work Group and other state and local committees.

CITY Statement of Work

The CITY shall perform the following tasks:

1. Ordinance Compliance

- A. The CITY shall maintain a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.555.

2. Appeals, Exemptions, and Modifications

The CITY shall maintain an appeals process consistent with this AGREEMENT and applicable ordinances, and procedures contained in the Commute Trip Reduction Guidelines which may be obtained from WSDOT or found at <https://wsdot.wa.gov/sites/default/files/2023-02/PT-Guide-CommuteTripReductionGuidebook.pdf>.

3. Plan/Program for CITY Employees

The COUNTY shall not be responsible for providing, assisting in the development of, record keeping, or otherwise participating in the CITY's required Commute Trip Reduction Program or Plan for its own employees.

4. 4-year CTR Plan

The City is responsible for the final full draft of the CITY's required 4-year Commute Trip Reduction Plan, submittal to the Puget Sound Regional Council and the Washington Transportation Demand Management Technical Committee, and plan adoption by the CITY's Council and updating city code.

Certificate Of Completion

Envelope Id: 83A0130CA88844E084B93D1416D312C7

Status: Sent

Subject: SC-111082: Transportation Demand Management Implementation Services

Source Envelope:

Document Pages: 9

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Karlee Iverson

AutoNav: Enabled

1102 Broadway

Envelopeld Stamping: Disabled

Ste 101

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Tacoma, WA 98402

karlee.iverson@piercecounitywa.gov

IP Address: 97.113.50.170

Record Tracking

Status: Original

Holder: Karlee Iverson

Location: DocuSign

6/12/2024 7:09:51 AM

karlee.iverson@piercecounitywa.gov

Signer Events**Signature****Timestamp**

Jason Wilson

Sent: 6/12/2024 7:14:22 AM

jasonw@sumnerwa.gov

Viewed: 6/12/2024 9:20:28 AM

City Administrator

City of Sumner

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/12/2024 9:20:28 AM

ID: 15a8ecaf-046e-49c6-af2a-a39041d7caad

Andrea Marquez

Sent: 6/12/2024 7:14:22 AM

andream@sumnerwa.gov

Viewed: 6/12/2024 7:20:08 AM

City Attorney

City of Sumner

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/1/2021 4:21:18 PM

ID: 65694088-f56a-44f9-a67b-c983f94c1571

Bruce Wagner

ppwdirector@piercecounitywa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/11/2024 8:37:55 AM

ID: aed4cad4-b0e8-428b-b108-fc1f8fab57d9

Gary Robinson

Gary.Robinson@piercecounitywa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/11/2024 4:10:38 PM

ID: 3c2352b1-25a3-489d-83a2-48305c6b17dc

Ian Northrip

ian.northrip@piercecounitywa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/11/2024 10:47:45 AM

ID: de5b784a-ef8e-4369-9634-0624143ec3d9

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Lauren Dase lauren.dase@piercecounitywa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/12/2024 7:14:21 AM Viewed: 6/12/2024 8:23:28 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2024 7:14:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, FPM_DocuSign_Procurement (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FPM_DocuSign_Procurement:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: curtis.hanson@piercecountywa.gov

To advise FPM_DocuSign_Procurement of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at curtis.hanson@piercecountywa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from FPM_DocuSign_Procurement

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to curtis.hanson@piercecountywa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FPM_DocuSign_Procurement

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to curtis.hanson@piercecounitywa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify FPM_DocuSign_Procurement as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by FPM_DocuSign_Procurement during the course of your relationship with FPM_DocuSign_Procurement.

SUBJECT: Lift Stations 2 and 6 Control Panels - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,108,140

Within Budget Allocation:

ATTACHMENTS:

1. Construction Contract with Bid

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

Two (2) bids were received on June 25, 2024, for this project. The lowest responsive bid was submitted by Western Engineering Constructors, with a bid amount of \$1,007,400 (includes WA tax). With 10% contingency, the total budgeted value is \$1,108,140.

The engineer's estimate was \$643,708. The contractor will have 150 working days after issuance of the Notice to Proceed to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/2/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Western Engineering Constructors, Inc., in an amount not-to-exceed \$1,108,140 for the Lift Station 2 & 6 Project (CIP20-04), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT between City of Sumner and

Western Engineering Constructors, Inc.

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Western Engineering Constructors, Inc., 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

CIP 20-04 Lift Station 2 & 6 Control Panel Replacement

in accordance with and as described in the (a) attached plans and specifications, (b) the standard specifications of the Washington State Department of Transportation, and (c) 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, and for his/her 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. 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.

VI. 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.

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: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____
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	Attest: Approved as to form: _____ _____ City Clerk City Attorney DATE:_____ DATE:_____
NOTICES TO BE SENT TO: CONTRACTOR: Mike Wieck Western Engineering Constructors, 500 S Locust St. Ellensburg, WA 98926 206-618-5060 mjlw.western@gmail.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Drew McCarty City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5719 drewm@sumnerwa.gov

EXHIBIT A
Scope of Work

PROPOSAL

To: City of Sumner

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done and having familiarized himself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, any or all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's **Lift Station #2 and #6 Control Panel Replacement, CIP 20-04**, for the amounts stated below.

- A. BID ITEMS (See Special Provisions, Standard Specifications and Specifications for description of bid items)

Lift Station #2 and #6 Control Panel Replacement					
Item No.	Est. Qty.	Unit	Description of Item	Unit Price	Amount
1	1	Eq. Adj.	Minor Change	\$10,000.00	\$10,000.00
2	1	Lump Sum	Mobilization	\$ <u>60,000.⁰⁰</u>	\$ <u>60,000.⁰⁰</u>
3	1	Lump Sum	Lift Station #2 Improvements	\$ <u>460,000.⁰⁰</u>	\$ <u>460,000.⁰⁰</u>
4	1	Lump Sum	Lift Station #6 Improvements	\$ <u>390,000.⁰⁰</u>	\$ <u>390,000.⁰⁰</u>

TAX (9.5%) \$ 87,400.⁰⁰

BASE BID TOTAL \$ 1,007,400.⁰⁰

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

_____,

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: Microsoft 365 Annual Software License

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Microsoft 365 Annual Software License Quote
-

STAFF CONTACT: Brian Cunningham, Information Systems Manager

SUMMARY BACKGROUND:

The City needs to renew the license for its suite of Microsoft products. We have received a quote from CDW-G in the amount of \$117,413.50 for an annual license term beginning August 1, 2024. The pricing included in the quote comes from a competitively negotiated Cooperative Purchasing Program (KCDA).

Sumner's purchasing manual requires budgeted purchases in excess of \$100k to be approved by City Council.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/2/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with CDW-G in an amount not-to-exceed \$117,413.50, substantially in a form approved by the City Attorney.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

BRIAN CUNNINGHAM,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NXMB168	6/7/2024	ANNUAL PAYMENT DUE 8/1	6119562	\$117,413.50

IMPORTANT - PLEASE READ

Special Instructions: Annual Payment due 8/1
EA 8540217
Terms 8/1/2024 - 7/31/2025

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office 365 Extra File Storage Add-on - subscription license - 1 G Mfg. Part#: M9T-00002-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	1000	5580209	\$2.29	\$2,290.00
Domestic Calling Plan GCC Sub Per User Mfg. Part#: LM9-00001-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	137	4476797	\$131.76	\$18,051.12
Microsoft M365 G5 GCC Subscription License Per User Mfg. Part#: AAL-45735-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	110	6668197	\$626.04	\$68,864.40
Microsoft M365 F3 Unified GCC Subscription License Per User Mfg. Part#: AAD-63092-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	53	5759147	\$85.20	\$4,515.60
Microsoft Defender O365 P2 GCC Subscription License Per User Mfg. Part#: GLN-00001-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	53	5107303	\$46.68	\$2,474.04

QUOTE DETAILS (CONT.)

<u>Microsoft Defender for Endpoint Plan 2 - subscription license - 1 user</u>	49	6706236	\$55.20	\$2,704.80
Mfg. Part#: 7KB-00001-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
<u>Microsoft Defender for Endpoint Server - subscription license - 1 license</u>	40	6398425	\$55.20	\$2,208.00
Mfg. Part#: 7JI-00001-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
<u>Microsoft Office Professional Plus - software assurance - 1 PC</u>	19	2084640	\$117.20	\$2,226.80
Mfg. Part#: 269-05704-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
<u>Microsoft Teams Shared Devices GCC Sub Per Device - Subscription License</u>	19	5336424	\$74.64	\$1,418.16
Mfg. Part#: KXJ-00001-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
<u>MS EA PROJECT P5 GCC P USER</u>	4	4579875	\$513.48	\$2,053.92
Mfg. Part#: 7VX-00001-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
<u>MS EA VISIO P2 GCC P USER</u>	3	3576069	\$140.03	\$420.09
Mfg. Part#: P3U-00001-12-SLG Terms 8/1/2024 - 7/31/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				

SUBTOTAL	\$107,226.93
SHIPPING	\$0.00
SALES TAX	\$10,186.57
GRAND TOTAL	\$117,413.50

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SUMNER 1104 MAPLE ST SUMNER, WA 98390-1407 Phone: (253) 863-8300 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SUMNER ATTN: BRIAN CUNNINGHAM 1104 MAPLE ST SUMNER, WA 98390-1407 Phone: (253) 863-8300 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Ben Dafgard | (866) 691-7111 | ben.dafgard@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$107,226.93	\$3,034.52/Month	\$107,226.93	\$3,489.16/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

Apple Terms and Conditions

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple. Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party. If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions: (i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at www.apple.com/legal/sales-support/applecare/os-reseller-support/; (ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all

security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and (iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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SUBJECT: CIP 21-08 Salmon Creek Channel Realignment - Change Order 2

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. CIP 21-08 Salmon Creek Channel Realignment - Change Order 2

STAFF CONTACT: Robert Wright, Engineering Specialist

SUMMARY BACKGROUND:

In December 2023, an event caused by Heidelberg Materials deposited an excess of sediment into Salmon Creek throughout the CIP 21-08 project area. The City's contractor, Rodarte, is still under contract and can remove this sediment as requested by WDFW. The cost for the change order is \$88,000, which will be paid for by Heidelberg as part of a settlement agreement. The current contract value is \$317,775.64 with a new not to exceed value of \$405,775.64

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/2/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Rodarte's Construction Contract for the Salmon Creek Channel Realignment project (CIP 21-08), increasing the contract amount by \$88,000 to a total authorized amount not-to-exceed \$405,775.64, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.

CHANGE ORDER NO. #02: Salmon Creek Sediment Removal

NAME OF CONTRACTOR, CONSULTANT, OR VENDOR: Rodarte

CONTRACT NAME & PROJECT NUMBER: Salmon Creek Channel Realignment CIP 21-08

ORIGINAL CONTRACT DATE: April 2, 2024

In December 2023, an event caused by Heidelberg Materials deposited an excess of sediment into Salmon Creek throughout the CIP 21-08 project area. Change order scope is to remove sediment and streambed gravel, inundated with sediment and replace gravel to grade. Any damaged plants and erosion control will be reinstalled.

TOTAL : \$88,000

The contract amount and time for performance provisions of are hereby modified as follows:

Original Contract Sum, including applicable alternates and WSST.	\$ 304,936.75
Net Change by Previous Change Orders (incl. applicable WSST)	\$ 12,838.89
Current Contract Sum (incl. Previous Change Orders)	\$ 317,775.64

Current Change Order	\$ 79,640
Applicable WSST Tax on this Change Order	\$ 8,360
Revised Contract Sum	\$ 405,775.64
Original Time for Completion	60 Working Days
Revised Time for Completion under prior Change Orders	60 Working Days
Days Required $\pm$ for this Change Order	0 Working Days
Revised Time for Completion	60 Working Days

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

CONTRACTOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____
CONSTRUCTION MANAGER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

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

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

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

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:

Approve the minutes as written.

Staff present: Wilson, Marquez, O'Haver-Ayala, Windish, Kosa, Moericke, Palmer, Steffens, Raymond, Beagle, Wright and Converse

CALL TO ORDER

Mayor Hayden called the meeting to order at 6pm.

Pledge of Allegiance

Invocation by Augustine Ansu, Seattle Ghanaian Church

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

PRESENTATION

City Administrator Jason Wilson addressed the council and the public.

Early last month the Council approved the phase 1 earthwork contract which was the result of six years of tireless dedication by our staff to get the White River Restoration Project over the finish line. To say that this is a milestone is an understatement. Mr. Wilson would consider the White River Restoration Project a legacy project. Mr. Wilson went on to recognize key staff who have played a vital role in this project, City Attorney Andrea Marquez, Development Services Director Doug Beagle and Engineering Specialist Robert Wright. Mr. Wilson also thanked City staff Communications Director Carmen Palmer, Development Engineer Joe Fessler, Senior Planner Scott Waller, Public Works Director Michael Kosa Deputy Public Works Director Alisa O'Haver-Ayala, Retired Public Works Director Mike Dahlem, Retired City Administrator John Galle and Retired Mayor Bill Pugh; stakeholders including the Puyallup Tribe of Indians Council, Puyallup Tribal Fisheries, Russ Ladely, Char Naylor and Angela Dillon, The Muckleshoot Indian Tribe Council, Muckleshoot Tribal Fisheries, Patrick Reynolds and Martin Fox, Pierce County, Lisa Spurrier and Harold Smelt (retired); Our Consultants NSD: Steve Winter, Matt Tiedemann, Outside Counsel: Molly Lawrence, Don Marcy, Tom Poors; and the funders-without them it would not have been possible: Pierce County Flood Control Zone District, Puget Sound Acquisition and Recovery, Floodplains by Design and City of Sumner Utilities

CONSENT AGENDA

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

1. Resolution No. 1691 – Interlocal Agreement for Multi-Agency Specialty Teams
2. Approval of checks and electronic payments in the amount of \$1,636,162.46
3. Approval of the minutes from the June 17, 2024, regular council meeting, and the June 24, 2024, study session

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment

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

Tina Burnett, Sumner Avenue. Thanked the Mayor and City Administrator for thier talk at the Senior Center and asked about public transportation.

Nick Biermann, Parker Road. Spoke about communication and the Ryan House.

3. New Business

a. **Ordinance No. 2891 – Amending Sumner Municipal Code 3.22 Affordable Housing Sales and Use Tax**

MOVED BY BITETTO SECONDED BY ELFERS TO MOVE TO ADOPT ORDINANCE NO. 2891 AMENDING THE AFFORDABLE HOUSING SALES AND USE TAX CODE TO BE CONSISTENT WITH RECENT CHANGES IN STATE LAW.

Community and Economic Development Director Ryan Windish spoke to the topic.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

b. **Ordinance No. 2889 – Amending Sumner Municipal Code 2.100 Personnel Policies**

MOVED BY BOWMAN SECONDED BY CLERGET TO A APPROVE ORDINANCE NO. 2889 - AMENDING SUMNER MUNICIPAL CODE 2.100 PERSONNEL POLICIES.

Administrative Services Director Jeff Steffens spoke on the topic.

PASSED BY ROLL CALL VOTE.

c. **Ordinance No. 2890 – 2023-2024 Budget Amendment**

MOVED BY REINKE SECONDED BY BOWMAN TO APPROVE ORDINANCE NO. 2890 – 2023-2024 BUDGET AMENDMENT.

Chief Operating Officer Kassandra Raymond addressed the topic.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

4. Reports

a. Council

Councilmember Clerget reminded everyone to fill out the budget survey.

Councilmember Bowman wished everyone a happy and safe 4th of July.

Councilmember Elfers gave a brief update Pierce County Regional Council and their award of 8 million dollars in funding to the City for various projects. He also wished everyone a good 4th of July.

Councilmember Bitetto had a great time at Rhubarb Days. She also warned about the dangers of fireworks, public safety is important.

Councilmember Reinke wished everyone a safe 4th and enjoy the weather.

Councilmember Brown hopes everyone has a good 4th and is safe.

b. Mayor

Mayor Hayden also congratulated the graduates from both Sumner High School and Elhi Hill. Please celebrate safely. Rhubarb Days is this Saturday from 10-5pm and Sunday from 10-4pm. The weather report looks beautiful! She is hoping to see everyone downtown this weekend!

c. City Administrator

City Administrator Jason Wilson reported on the following:

Upcoming Policy Issues:

- July 8th – Study Session
- 2024 Comprehensive Plan Update—EIS Preferred Alternative Review
- July 15th – Regular Council Meeting
- Resolution No. 1673 - Commerce Grant Acceptance Cemetery Facility
- Resolution No 1692 - Interlocal Agreement (ILA) with Pierce County for Updating the Commute Trip Reduction (CTR) Plan
- Resolution No. XXXX - Accepting Community Court Funding
- Rivergrove Pedestrian Bridge - Consultant Supplement for Design
- Lift Stations 2 & 6 Control Panel Replacement – Construction Contract Award
- Contract with CDW-G for Microsoft 365 annual software license
- Ordinance No. 2892 - Updating the City of Sumner Building Codes (*G. Naill*)
- Stewart Road Bridge – PSE Easement Acquisition

Policy Follow-Up:

Fireworks are only legal to discharge in the City limits on July 4th from noon to midnight.

Unless it is an emergency, firework complaints can be reported to the police using the non-emergency police number 253-287-4455, or file a report online. More information, including the online report link can be found on our website homepage.

5. **Executive Session**

Mayor Hayden adjourned the regular meeting into Executive Session at 6:45pm for a period of 30 minutes to discuss with legal counsel pending or threatening litigation per RCW 42.30.100(1)(i)(ii) and RCW 42.30.110(1)(b) to consider the selection of a site or the acquisition of a site or real estate by lease or purchase. There will be no action to follow.

The Executive Session was extended once at 7:18pm for an additional 10 minutes.

6. Adjournment

The Executive Session was reconvened into the regular meeting at 7:28pm and adjourned. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk

DRAFT



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

Staff present: Wilson, Marquez, Windish, Kosa, Beagle, Steffens, Siegenthaler

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

CALL TO ORDER

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

STUDY SESSION BUSINESS

1. 2024 Comprehensive Plan Update – Overview & Selection of Preferred Alternative
(Senior Planner Ann Siegenthaler)

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 7:26pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Approval of checks and electronic payments in the amount of
[\\$1,201,567.48.](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signature Page

STAFF CONTACT:

SUMMARY BACKGROUND:

Approval of the checks and electronic payments from the previous meeting.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 34032	To: 34137	\$461,465.28
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$26.22
Voided Check(s)	33960	33960	-\$30.10
Voided EFT(s)	-	-	-
Voided Wire(s)	-	-	-
AP Electronic (EFTs) Payments:	From: 786	To: 793	\$62,597.22
AP Wire(s):	From: 15365	To: 15370	\$8,009.49
Payroll & Benefits Electronic Payments	From: 6/14/2024	To: 6/27/2024	\$669,499.37
Payroll & Benefits Checks	From: -	To: -	-
		TOTAL	\$1,201,567.48

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

Kassandra Raymond
Chief Financial Officer

6/28/2024 | 10:55 AM PDT
Date

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

\$1,201,567.48

DocuSigned by:
Patricia Cole
Chair
Carla Bowman
Committee Member
Barbara Bitetto
Committee Member

6/28/2024 | 5:07 PM PDT
Date
6/28/2024 | 9:26 AM PDT
Date
7/1/2024 | 12:59 PM PDT
Date

SUBJECT: Resolution No. 1693 - Accepting Community Court Funding

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1693 - Accepting Community Court Funding
-

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City has been awarded \$184,200 from the Washington State Administrative Office of the Courts to fund our Therapeutic Court. This agreement begins July 1, 2024 and ends June 30, 2025.

Therapeutic Courts are specialized courts that give the opportunity for a participant to engage in a closely monitored program to address the reasons for their involvement in the criminal justice system as a way to build lasting whole person health and recovery, with the goal of having their charges dismissed and avoiding further involvement with the criminal legal system.

Therapeutic courts are comprised of interdisciplinary teams led by a judge who works collaboratively to support and provide supervision to participants through behavioral health challenges that contribute to their court involvement. There are many therapeutic court types and each one specializes in supporting participants through social and behavioral health services designed to address their individual needs.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 7/11/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$184,200 in funds from Washington State Administrative office of the Courts for use in Sumner's Therapeutic Court, 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. 1693

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

WHEREAS, The City of Sumner has established a Therapeutic Court Program to help reduce recidivism for drug related crimes; and

WHEREAS, to help accomplish and fund the Therapeutic Court, the City of Sumner applied for State funding; and

WHEREAS, The Washington State Administrative Office of the Courts awarded the City \$184,200; 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 Therapeutic Courts 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 of July, 2024.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

INTERAGENCY AGREEMENT – IAA25098
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SUMNER MUNICIPAL COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Sumner Municipal Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$184,200.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$184,200.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$184,200.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$152,000.00
Staff Equipment & Technology	\$2,000.00
Team Training/Travel	\$10,200.00
Treatment Services	\$5,000.00
Recovery supports	\$15,000.00
Other Direct Costs	\$0.00
Total Amount	\$184,200.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- Contract Number;
- Court name, address, phone number;
- Court Federal Tax Identification Number;
- Description of Services to be provided;
- Date(s) Services will be provided;
- Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. 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.

XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does 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.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Mindy Nelson-Oakes PO Box 41170 Olympia, WA 98504-1170 Mindy.Nelson-Oakes@courts.wa.gov	Judge Krista White-Swain 9002 Main St E Bonney Lake, WA 98391 kristas@sumnerwa.gov

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024

Signature Date

Kathy Hayden 6/26/2024

Signature Date

Dawn Marie Rubio
Name

Kathy Hayden

Name

State Court Administrator
Title

Mayor _____
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	<u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.
<u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures Court Staff including: • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers ○ Judges ○ Pro Tem Judges ○ Commissioners <u>Supporting documents</u> must list staff member name, staff member title, pay period • Payroll Ledgers • Pay Stubs Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	<u>Personnel Costs</u> Court Staff including: • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<u>Staff Equipment & Technology</u>	<u>Staff Equipment & Technology</u> • Furniture ○ Couches

• Includes equipment, supplies, software, and IT maintenance for staff that support the programComputers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology ○ A/V equipment for conference rooms
<u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.	<u>Team Training/Travel</u> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to
CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

• Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care. • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	<u>Treatment Services</u> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i> • Participant Transportation ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff ○ Meals (*Must follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education ○ Parenting Classes ○ Financial Literacy	<u>Recovery Supports</u> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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• Graduation supplies • Driver's license/ID replacement fee <u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Other Direct Costs</u> Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov	

SUBJECT: Ordinance No. 2892 - Updating Sumner Municipal Code Chapter 15, Buildings and Construction

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2892 - Updating Sumner Municipal Code Chapter 15, Buildings and Construction

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

Ordinance No. 2892 amends various chapters in the Sumner Municipal Code (SMC) to implement and update various Building Code chapters in order to accurately reflect and be consistent with the Washington State building codes, including new versions of the International Building Code (IBC), International Existing Building Code (IEBC), International Fire Code (IFC), International Residential Code (IRC), International Mechanical Code (IMC) and Uniform Plumbing Code (UPC).

In addition to adopting the updated state amended codes, the City of Sumner needs to codify existing city amendments into the appropriate SMC code sections, including clarifying code sections and providing pathways for extending permits and renewing expired permits. These changes are designed to better meet the needs of our community, and provide more efficient service to our customers, while maintaining a high level of community safety.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee MEETING/STUDY SESSION DATE: 6/26/2024 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Ordinance No. 2892 amending the Sumner Municipal Code building code chapters consistent with state law and as needed for clarification.

ORDINANCE NO. 2892
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING CITY BUILDING CODES SECTIONS OF SMC 15.08, 15.10, 15.12, 15.24, 15.32, 15.44 AND 15.48 TO REFLECT UPDATED STATE BUILDING CODES WITH CITY OF SUMNER AMENDMENTS.

WHEREAS, The State of Washington regularly adopts and amends new versions of the International Building Code (IBC), International Existing Building Code (IEBC), International Fire Code (IFC), International Residential Code (IRC), International Mechanical Code (IMC) and Uniform Plumbing Code (UPC); and

WHEREAS, Local Jurisdictions are then required to then adopt the amended IBC, IEBC, IFC, IRC, IMC and UPC; and

WHEREAS, in addition to adopting the updated state amended codes, the City of Sumner needed to codify existing city amendments into the appropriate SMC code sections, including new amendments to clarify code sections and provide pathways for extending permits and renewing expired permits; and

WHEREAS, the changes are designed to better meet the needs of our community and ensure more efficient service while maintaining and high level of community safety.

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

Section 1. Amendment to City Code. Sumner Municipal Code Sections 15.08, 15.10, 15.12, 15.24, 15.32, 15.44 and 15.48 are hereby amended as shown on the attached Exhibit A through G which is referenced herein as if fully set forth.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 3. Effective date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, City Clerk

City Attorney Andrea Marquez

First Reading:
Date Adopted:
Date of Publication:
Effective Date:

Exhibit A
Chapter 15.08
BUILDING CODE¹

Sections:

15.08.010 Codes adopted.

15.08.015 Application of chapter 15.06 SMC.

15.08.020 Amendments.

15.08.030 Building permit and plan review fees.

15.08.010 Codes adopted.

Pursuant to RCW 35A.12.140, the International Building Code, ~~2018 Edition~~, published by the International Code Council as currently amended by the Washington State Building Code Council and published in chapter 51-50 WAC, is adopted by this reference, including Accessible and Usable Buildings and Facilities, ICC/ANSI A117.1-2009 as currently amended and adopted by Washington State Building Code Council. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon ~~publication by the International Code Council~~ the effective date issued by the Washington State Building Code Council. (Ord. 2796 § 1, 2021; Ord. 2568 § 2, 2016; Ord. 2439 § 1, 2013; Ord. 2329 § 1, 2010; Ord. 2220 § 1, 2007; Ord. 2085 § 1, 2004; Ord. 1834 § 1, 1998; Ord. 1703 § 1, 1995)

15.08.015 Application of chapter 15.06 SMC.

The provisions of chapter 15.06 SMC shall apply to this chapter. (Ord. 1782 § 9, 1996)

15.08.020 Amendments.

The International Building Code, ~~2015 Edition~~, as adopted by reference in SMC 15.08.010, is amended as hereinafter set forth, and as so amended shall supersede the section so numbered.

[A] 105.3 Application of Permit.

Subsection 2. Description of the property which the work is to occur on, the physical building address(s) and parcel number(s) shall be included on the application and the physical building address(s) shall be included on the plans submitted for permit.

[A] 105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall not be granted if an application has been deemed abandoned for more than 60 days and there has been a new code cycle adopted.

[A] 105.5 Expiration. Every permit issued shall be valid for 3 calendar years from the date of issuance, provided construction is started within 1 calendar year of the date of issuance and there has been at least one inspection scheduled with a result other than cancelled. Additionally, there must be no suspension of

work exceeding 180 consecutive days without just cause or the permit will become expired for no pursuit in good faith.

[A] 105.5.1 Extensions. The Building Official or The Development Services Director are authorized to grant one extension of up to 1 year beyond the 3-year initial permit period, when requested in writing by the project owner or authorized agent provided justifiable cause can be demonstrated and the permit has not been deemed expired under the parameters of section 105.5.

[A] 105.1.2 Restoration of Expired Permits. The Building Official or The Development Services Director are authorized to restore an expired permit to the parameters of section 105.5 provided all the following apply.

- 1) Justifiable cause can be demonstrated.
- 2) The construction began within one calendar year of the date of issuance and has had at least one inspection.
- 3) The permit has not expired for a period of more than 60 days.
- 4) There has not been a new code cycle adopted since the date of expiration.

[A] 107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn on suitable material, legible scanned copies or digitally created drawings and documents shall be submitted electronically. Electronic media documents are to be submitted following the Cities electronic permit application procedures. Construction documents shall be of sufficient clarity to indicate the location by physical building address, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

A. Violations and Penalties.

Section 114. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Section 114.4 Any person, firm or corporation violating any of the provisions of this code shall be subject to the penalty provisions of SMC 15.06.070 and 15.06.110.

B. Work Exempt from Permit Requirements.

Section [A] 105.2. Exemptions from permit or inspection requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Although an action may be exempt from a permit under this code, review and approval may be required by other laws or ordinances of this jurisdiction, including, but not limited to Titles 15, 16, and 18 of the Sumner Municipal Code, or state or federal regulations. Subject to the foregoing, a permit shall not be required for the following:

1. Building:

- a. Replacement of exterior siding applied over existing structural panel sheathing. (when structural sheathing is not replaced or added)

b. Replacement of windows and doors with no change in the framed opening size, but shall comply with the Current Washington State Energy Code.

e. ~~Residential photovoltaic solar energy installations in compliance with IRC Section M2302~~

d. ~~c.~~ Flag poles not greater ~~that~~ than 35 feet (10.67m2) in height whose display complies with the United States Public Law 94-344.

e. ~~d.~~ Temporary retail stands that do not exceed 200 square feet (18.58 m2). Fire work stands must obtain a fire code permit.

2. ~~Mechanical:~~

a. ~~Replacement of an electrical forced air heating unit or electric heat pump.~~

3. ~~Plumbing:~~

a. ~~Replacement of an existing electric water heater.~~

Section 903

AUTOMATIC SPRINKLER SYSTEMS

[F] 903.1 General. Automatic sprinkler systems shall comply with this section.

[F] 903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and approved by the fire code official.

[F] 903.1.2 Unknown tenants. For structures with unknown tenants, the sprinkler density of .39 per 5,600 square feet shall be used for design purposes where required by the Fire Code Official.

[F] 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

1. All buildings or portions of buildings hereinafter constructed, altered or enlarged as defined by the International Building Code, shall be equipped with a fully automatic sprinkler system designed, installed, maintained and tested per requirements of this Code and the International Fire Code, as currently adopted by the city, where the gross floor area or occupant load exceeds those listed in Sections 903.2.1 through 903.2.13, or the building is 35 feet in height or three or more stories.

2. Where buildings are protected by an automatic sprinkler system, canopies 4 feet or more in depth from the projecting face to the building structure shall be protected by the automatic sprinkler system.

3. Where otherwise required by the International Building or Fire Code.

[F] 903.2.1 Group A. An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-

1, A-2, A-3 and A-4 occupancies, the automatic sprinkler system shall be provided throughout the floor area where the Group A-1, A-2, A-3 or A-4 occupancy is located, and in all floors between the Group A occupancy and the level of exit discharge. For Group A-5 occupancies, the automatic sprinkler system shall be provided in the spaces indicated in Section 903.2.1.5.

[F] 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more;
3. The gross floor area is located on a floor other than the level of exit discharge; or
4. The gross floor area contains a multi-theater complex.

[F] 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

[F] 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

Exception: For fixed Guideway transit and passenger rail system stations, an automatic sprinkler system shall be provided in accordance with Section 4901.

[F] 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

[F] 903.2.1.5 Group A-5. An automatic sprinkler system shall be provided in concession stands, retail areas, press boxes, and other accessory use areas in excess of 1,000 square feet of gross floor area.

[F] 903.2.1.5.1 Spaces under grandstands or bleachers. Enclosed spaces under grandstands or bleachers shall be equipped with an automatic sprinkler system in accordance with section 903.3.1.1 where either of the following exist.

1. The enclosed area is 1,000 square feet (93 m2) or less and is not constructed in accordance with Section 1029.1.1.1.
2. The enclosed area exceeds 1,000 square feet (93 m2).

[F] 903.2.1.6 Assembly occupancies on roofs. Where an occupied roof has an assembly occupancy with an occupant load exceeding 100 for Group A-2 and 300 for all other Group A occupancies, the building shall be equipped with an automatic sprinkler system in accordance with section 903.3.1.1 or 903.1.2.

Exception: Open Parking garages of Type I or Type II construction.

[F] 903.2.1.7 Multiple Fire Areas. An automatic sprinkler system shall be provided where multiple fire areas of Group A-1, A-2, A-3 or A-4 occupancies share exit or exit access components and the combined occupant load of these fire areas is 300 or more.

[F] 903.2.1.8 Nightclubs. An automatic sprinkler system shall be provided throughout Group A-2 nightclubs as defined in the International Building Code.

[F] 903.2.2 Ambulatory care facilities. This section is adopted in whole as adopted by the State of Washington.

[F] 903.2.3 Group B. An automatic sprinkler system shall be provided throughout all buildings with a Group B occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group B occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group B occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group B occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

[F] 903.2.4 Group E. An automatic sprinkler system shall be provided for fire areas containing Group E occupancies where the fire area has an occupant load of 51 or more, calculated in accordance with Table 1004.5

Exceptions:

1. Portable school classrooms with an occupant load of 50 or less calculated in accordance with Table 1004.5, provided that the aggregate area of any cluster of portable classrooms does not exceed 6,000 square feet (557 m2); and clusters of portable classrooms shall be separated as required by the building code; or
2. Portable school classrooms with an occupant load of 51 through 98, calculated in accordance with Table 1004.5, and provided with two means of direct independent exterior egress from each classroom in accordance with Chapter 10, and one exit from

each classroom shall be accessible, provided that the aggregate area of any cluster of portable classrooms does not exceed 6,000 square feet (557 m²); and clusters of portable school class rooms shall be separated as required by the International Building Code; or

3. Fire areas containing daycare and preschool facilities with a total occupant load of 100 or less located at the level of exit discharge where every room which care is provided has not fewer than one exit discharge door.

[F] 903.2.5 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group F-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group F-1 occupancy is located more than three stories above grade; or
3. Where the combined floor area of all Group F-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

[F] 903.2.5.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in gross floor area which generate finely divided combustible waste or which use finely divided combustible materials.

[F] 903.2.5.2 Group F-1 distilled Spirits. An automatic sprinkler system shall be throughout a group F-1 Fire Area used for the manufacture of distilled spirits.

[F] 903.2.5.3 Group F-1 upholstered furniture of mattresses. An automatic sprinkler system shall be provided throughout a Group F-1 fire area that exceeds 2500 square feet (232 m²) used for the manufacture of upholstered furniture or mattresses

[F] 903.2.6 Group H. Automatic Sprinkler systems shall be provided in high-hazard occupancies as required by section 906.2.6.1 through 903.2.6.3.

[F] 903.2.6.1 General. An automatic sprinkler system sha be provided in Group H occupancies.

[F] 903.2.6.2 Group H-5 occupancies. An automatic sprinkler system shall be installed throughout buildings containing group 5 occupancies. The design of the sprinkler system shall not be less than that required by this code for the occupancy hazard classifications in accordance with Table 903.2.6.2.

Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

[F] Table 903.2.6.2

Group H-5 Sprinkler Design Criteria

Location	Occupancy Hazard Classification
Fabrication Areas	Ordinary Hazard Group 2
Service Corridors	Ordinary Hazard Group 2
Storage rooms Without Dispensing	Ordinary Hazard Group 2
Storage Rooms With Dispensing	Extra Hazard Group 2
Corridors	Ordinary Hazard Group 2

[F] 903.2.6.3 Pyroxylin plastics. An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg).

[F] 903.2.7 Group I. An automatic sprinkler system shall be provided throughout buildings with Group I fire area.

Exceptions:

1. An automatic Sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 Condition 1 Facilities.
2. Where new construction or additions house less than 16 persons receiving care, an automatic fire sprinkler system installed in accordance with section 903.3.1.2 shall be permitted in group I-1 Condition 2, assisted living facilities licensed under chapter 388-78A WAC and residential treatment facilities licensed under 246-337 WAC.
3. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in additions to existing buildings where both of the following situations are true:
 - 3.1 The addition is made to a building previously approved as Group LC or R-2 that houses either an assisted living facility under chapter 388-78A WAC or residential treatment facility licensed under chapter 246-337 WAC.
 - 3.2 The addition contains spaces for 16 or fewer persons receiving care.

[F] 903.2.7.1 Group I-4. An automatic sprinkler system shall be provided for fire areas containing Group E occupancies where the fire area has an occupant load of 51 or more, calculated in accordance with Table 1004.5

1. An automatic sprinkler system is not required where Group I-4 daycare facilities with a total occupant load of 100 or less and is located at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door.

2. In buildings where Group I-4 daycare is provided on levels on other than the level of exit discharge, an automatic sprinkler system in accordance with section 903.3.1.1 shall be installed on the entire floor where care is provided, all floors between the level of care and the level of exit discharge and all floors below the level of exit discharge other than areas classified as open parking garages.

[F] 903.2.8 Group M. An automatic sprinkler system shall be provided throughout buildings containing Group M occupancies where one of the following conditions exist:

1. Where the gross floor area of a Group M occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group M occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group M occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

[F] 903.2.8.1 High piled storage. An automatic sprinkler system shall be provided as required in chapter 32 in all buildings of group M where storage of merchandise is in high-piled or rack storage arrays.

[F] 903.2.8.2 Group M upholstered furniture or mattresses. An automatic sprinkler system shall be provided throughout Group M fire areas where the area used for the display or sale of upholstered furniture or mattresses exceed 5,000 square feet (464 m²).

[F] 903.2.9 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Detached one-family dwellings under 5,000 square feet.

[F] 903.2.9.1 Group R-3 An automatic sprinkler system installed in accordance with section 903.3.1.3 shall be permitted in Group R-3 Occupancies.

[F] 903.2.9.2 Group R-4 Condition 1. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-4 Condition 1 occupancies.

[F] 903.2.9.3 Group R-4 Condition 2. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group R-4 Condition 2 occupancies.

[F] 903.2.9.4 Care facilities. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with five or fewer individuals in a single-family dwelling.

[F] 903.2.10 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group S-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group S-1 occupancy is located more than three stories above grade; or

3. Where the combined gross floor area of all Group S-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

4. A Group S-1 occupancy where the gross floor area used for the storage of commercial trucks or buses exceeds 5,000 square feet (464 m²)

5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

[F] 903.2.10.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the International Building Code, as follows:

1. Buildings two or more stories in height, including basements, with a gross floor area containing a repair garage exceeding 5,000 square feet.

2. One-story buildings with a gross floor area containing a repair garage exceeding 5,000 square feet.

3. Buildings with a repair garage servicing vehicles parked in the basement.

4. A Group S-1 occupancy where the gross floor area used for the repair of commercial trucks or buses exceeds 5,000 square feet (464 m²).

[F] 903.2.10.2 Bulk storage of tires. Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

[F] 903.2.10.3 Group S-1 Distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 occupancy fire area used for the bulk storage of distilled spirits or wine.

[F] 903.2.10.4 Group S-1 Upholstered furniture and mattresses. An automatic sprinkler system shall be provided throughout a Group S-1 fire area where the area used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Exception: Self-service storage facilities not greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.

[F] 903.2.11 Group S-2 Parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

[F] 903.2.11.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the gross floor area exceeds 5,000 square feet.

[F] 903.2.11.2 Mechanical-access enclosed parking garages. An approved automatic sprinkler system shall be provided throughout buildings used for the storage of motor

vehicles in a mechanical-access enclosed parking garage. The portion of the building that contains the mechanical-access enclosed parking garage shall be protected with a specially engineered automatic sprinkler system.

[F] 903.2.12 Specific building areas and hazards. In all occupancies other than Group U, an automatic sprinkler system shall be installed for building design or hazards in the locations set forth in sections 903.2.12.1 through 903.2.12.6

[F] 903.2.12.1 Stories without openings. An automatic sprinkler system shall be installed throughout all stories, including basements, of all buildings where the floor area exceeds 1,500 square feet (139.4 m²) and where the story does not comply with the following criteria for exterior wall openings:

1. Openings below grade that lead directly to the ground level by an exit stairway complying with Section 1011 or an outside ramp complying with Section 1012. Openings shall be located in each 50 linear feet (15,240 mm), or fraction thereof, of exterior wall in the story on not fewer than one side. The required openings shall be distributed such that the linear distance between openings does not exceed 50 feet (15,240mm).

2. Openings entirely above the adjoining ground level totaling not less than 20 square feet (1.86 m²) in each 50 linear feet (15,240mm), or fraction thereof, of exterior wall in the story on not fewer than one side. The required openings shall be distributed such that the linear distance between openings does not exceed 50 feet (15,240mm). The height of the bottom of the clear opening shall not exceed 44 inches (1118 mm) measured from the floor.

[F] 903.2.12.1.1 Opening dimensions and access. Openings shall have a minimum dimension of not less than 30 inches (762mm). Access to such openings shall be provided for the fire department from the exterior and shall not be obstructed in a manner such that firefighting or rescue cannot be accomplished from the exterior.

[F] 903.2.12.1.2 Openings on one side only. Where openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22,860 mm) from such openings, the story shall be equipped with an automatic sprinkler system, or openings shall be provided on not fewer than two sides of the story.

[F] 903.2.12.3 Basements. Where any portion of a basement is located more than 75 feet (22,860 mm) from openings required by section 903.1.12.1, or where new walls, partitions or other similar obstructions are installed that increase the exit access travel distance to more than 75 feet (22,860 mm), the basement shall be equipped throughout with an approved automatic sprinkler system.

[F] 903.2.12.2 Rubbish and linen chutes. An automatic sprinkler system shall be installed at the top of rubbish and linen chutes and in their terminal rooms. Chutes shall have additional sprinkler heads installed at alternate floors and at the lowest intake. Where a rubbish chute extends through a building more than one floor below the lowest intake, the extension shall have sprinklers installed that are recessed from the drop area of the chute and protected from freezing in accordance with section 903.3.1.1. Such sprinklers shall be installed at alternate floors, beginning with the second level below the last intake and ending with the floor above discharge. Access to sprinklers in chutes shall be provided.

[F]903.2.12.3 Building height. An automatic sprinkler system shall be installed throughout buildings 35 feet in height or three or more stories.

Exceptions:

1. Airport control towers complying with the Washington State Building Code.
2. Open parking structures complying with the Washington State Building Code.
3. Occupancies in Group F-2 complying with the Washington State Building Code.

[F] 903.2.12.4 Ducts conveying hazardous exhausts. Where required by the International Mechanical Code, automatic sprinklers shall be provided in ducts conveying hazardous exhaust of flammable or combustible materials.

Exception: Ducts where the largest cross-sectional diameter of the duct is less than 10 inches (254 mm).

[F] 903.2.12.5 Commercial cooking operations. An automatic sprinkler system shall be installed in commercial kitchen exhaust hood and duct systems where an sprinkler system in used to comply with Section 904.

[F] 903.2.12.6 Other required fire protection systems. In addition to the requirements of section 903.2, the provisions indicated in Table 902.12.6 require the installation of a fire protection system for certain buildings and areas.

[F] Table 903.2.12.6 Additional Required Fire protection Systems

Section	Subject
402.5, 402.6.2	Covered and open mall buildings
403.3	High-rise buildings
404.3	Atriums
405.3	Underground structures
407.7	Group I-2
410.6	Stages
411.3	Special amusements buildings
412.2.4	Airport traffic control towers
412.3.6, 412.3.6.1, 412.5.6	Aircraft hangers
415.11.11	Group H-5 HPM exhaust ducts
416.5	Flammable finishes
417.4	Drying rooms
424.3	Play structures
428	Buildings containing laboratory suites
507	Unlimited area buildings
508.5.7	Live/work units
509.4	Incidental uses
1030.6.2.3	Smoke protected assembly seating
IFC	Sprinkler system requirements as set forth in section 903.2.11.6 if the International Fire Code

903.12.7 Relocatable Buildings. Relocatable buildings or structures within a building with an approved automatic fire sprinkler system shall be provided with fire sprinkler protection within occupiable space of the building and the space underneath the relocated building.

Exceptions:

1. Sprinkler protection is not required underneath the building when the space is separated from the adjacent space by construction resisting the passage of smoke and heat and combustible storage will not be located there.
2. If the building or structure does not have a roof or ceiling obstructing the overhead sprinklers.
3. Construction trailers and temporary offices used during construction prior to occupancy.
4. Movable shopping kiosks with a roof or canopy dimension less than 4 feet (1219 mm) on the smallest side.

903.2.13 During construction. Automatic sprinkler system required during construction, alteration and demolition operations shall be provided in accordance with Chapter 33 of the International Fire Code

[F] 903.3.1.1.1 Exempt locations. Subject to the approval of the Fire Code Official, automatic sprinklers may be omitted in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers

shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. Any room or space where sprinklers are considered undesirable because of the nature of the contents.

3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

4. Rooms or areas that are of non-combustible construction with wholly non-combustible contents.

5. Fire service access elevator machine rooms and machinery spaces.

6. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008.

7. In rooms or areas where other approved fire extinguishing systems are installed to protect special hazards or occupancies in lieu of automatic fire sprinklers.

[F] 903.3.7 Fire department connections. The location of fire department connections shall be approved by the Fire Code Official. Where possible, fire department connections shall be located not less than 50 feet from the protected building and not more than 50 feet from a fire hydrant.

903.4.4 Indicating valves. All automatic sprinkler systems shall be provided with a listed and approved indicating valve. Such valves shall be provided on the exterior of the building in a location to be determined by the Fire Code Official. When possible, such valve shall be located not less than 50 feet from the protected structure.

903.5 Testing and maintenance. Sprinkler systems shall be tested and maintained in accordance with the International Fire Code. A copy of inspection reports shall be signed by the individual conducting the inspection, and a copy of the report shall be forwarded to the fire department.

903.6 Existing buildings. Unless otherwise required by the International Existing Building Code an Approved automatic sprinkler systems shall be installed in existing buildings and structures at a minimum as described below:

1) Where the gross floor area exceeds 8,000 square feet and one or more of the following conditions exist:

a) There is a change of occupancy classification within the building that would require an occupancy separation per Table 508.4 of the International Building Code.

b) Any changes to the building which in their aggregate would increase the gross floor area of the building by 15 percent or more based upon the square footage of the building at the time of the adoption of the ordinance codified in this section.

C) There is a change to the building, such as changes to the exiting system, that would increase the hazard to the occupants and/or fire suppression personnel.

Exception: The installation of an approved automatic sprinkler system is not required in existing buildings or structures where the gross floor area exceeds 8,000 square feet if a permit is requested for (unless otherwise required by the International Existing Building Code):

- 1) Tenant improvements where there is no change in occupancy classification within the building that would require an occupancy separation per Table 508.4 of the International Building Code and the change to the building would not increase the hazard to the occupants and/or fire suppression personnel; or
- 2) Routine maintenance which includes but is not limited to (1) utility upgrades (replacement of electrical panel, replacement of wiring, new water or sewer service); (2) aesthetic upgrades (replacement of windows or doors, replacement of facades); (3) routine repairs (roof replacement or repair, siding replacement); or (4) site upgrades (landscaping replacement, parking area repairs).
- 3) Where the gross floor area is 8,000 square feet and a change to the building that would increase the gross floor area of the building such that the gross floor area exceeds 9,200 square feet.

Section 907

FIRE ALARMS & DETECTION SYSTEMS

907.1.4 In addition to those requirements found in Section 907.2 of the International Building Code and International Fire Code as adopted per SMC 15.08 and SMC 15.24, the following shall apply.

907.1.4.1 New Buildings and Structures. An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area.

Where required, the automatic/manual fire alarm system shall consist of a minimum of the following:

- Addressable fire alarm.
- Interior audible/visual alarm devices for the notification of the building occupants throughout. WAC 51.50.1101 and IBC Chapter 11.
- Visible devices in restrooms.

- Exterior horn/strobe shall be located on the address side of the building.
- Manual pull stations at each exit.
- Smoke detection in corridors.
- Monitoring of the automatic fire sprinkler systems/fire alarm systems.
- Buildings containing multiple tenants shall have an addressable fire alarm system capable of monitoring and sending notification of all protection systems and the individual suite address within the building to an approved central station.
- Multiple story buildings shall have an addressable system capable of monitoring and sending notification of all protection systems within the building to an approved central station.

907.1.4.2 Existing Buildings and Structures. An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area, which are altered as defined by the International Building Code and International Fire Code.

(Ord. 2681 § 1, 2019; Ord. 2220 § 2 (part), 2007; Ord. 2085 § 2 (part), 2004; Ord. 1834 § 2, 1998; Ord. 1782 § 10, 1996; Ord. 1742 § 1, 1996; Ord. 1703 § 2, 1995)

15.08.030 Building permit and plan review fees.

Fees for building permits shall be assessed pursuant to Table 1-A, Chapter 1, Volume 1, of the Uniform Building Code, 1997 Edition, published by the International Conference of Building Officials. Fees for the plan review of required construction documents shall be paid by the applicant. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A, except where fire plan review is also required, in which case the plan review fee, at the discretion of the fire marshal, based upon the amount of time spent in reviewing the documents, shall not exceed 35 percent of the building permit fee as shown in Table 1-A.

Where a permit involves only an addition or remodel of a single-family dwelling or single-family accessory structure, where said work is valued at \$7,500 or less, the building official may waive the plan review fee.

Plan review fees specified in this section are separate fees from the permit fees specified herein and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves deferred submittal items as defined in Section ~~106.3.4.2~~ 107.3.4.1 of the International Building Code, an additional plan review fee shall be charged at a rate shown in Table 1-A. (Ord. 2220 § 2 (part), 2007; Ord. 2085 § 2 (part), 2004)

1 Prior legislation: Ords. 1457, 1562, 1582 and 1686, repealed by Ord. 1703.

Exhibit B

Chapter 15.10

Repealed

~~VENTILATION AND AIR QUALITY¹~~

Sections:

~~15.10.010 — Code adopted.~~

~~15.10.020 — Application of chapter 15.06 SMC.~~

~~15.10.030 — Violation — Penalty.~~

~~15.10.010 Code adopted.~~

Pursuant to RCW 35A.12.140, the Washington State Ventilation and Indoor Air Quality Code, Third Edition, as adopted by the Washington State Building Code Council and filed as chapter 51-13 WAC is adopted by this reference. (Ord. 1687 § 1, 1995)

~~15.10.020 Application of Chapter 15.06 SMC~~

The provisions of chapter 15.06 SMC shall apply to this chapter. (Ord. 1782 § 11 (part), 1996)

~~15.10.030 Violation — Penalty~~

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the penalty provisions of SMC 15.06.070 and 15.06.110. (Ord. 1782 § 11 (part), 1996)

¹ Prior legislation: Ord. 1558, repealed by Ord. 1687.

Exhibit C

Chapter 15.12 EXISTING BUILDING CODE

Sections:

15.12.010 Code Adopted

Pursuant to RCW 35A.12.140, the International Existing Building Code, ~~2018 Edition~~, published by the International ~~Conference of Building Officials~~ Code Council and as amended by the Washington State Building Code Council and filed as chapter 51-50 WAC, is adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon the effective date issued by the Washington State Building Code Council. ~~publication by the International Conference of Building Officials.~~ (Ord. 2796 § 2, 2021; Ord. 2568 § 3, 2016; Ord. 2439 § 6, 2013)

Exhibit D

Chapter 15.24 FIRE CODE

Sections:

- 15.24.010 Adoption of the International Fire Code (IFC).**
- 15.24.020 Establishment and duties of the bureau of fire prevention.**
- 15.24.030 Definitions.**
- 15.24.040 Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.**
- 15.24.050 Establishment of limits of districts in which storage of liquefied petroleum gases is prohibited.**
- 15.24.060 Establishment of limits of districts in which storage of explosives and explosive materials is to be prohibited.**
- 15.24.070 Establishment of limits of districts in which the storage of compressed gas and flammable cryogenic fluids is to be prohibited.**
- 15.24.080 Amendments to the International Fire Code.**
- 15.24.090 Appeals.**
- 15.24.100 New materials, processes or occupancies which may require permits.**
- 15.24.110 Application of chapter 15.06 SMC, Enforcement.**
- 15.24.120 Plans – Professional approval.**
- 15.24.130 Plans – City approval.**
- 15.24.140 Severability.**

15.24.010 Adoption of the International Fire Code (IFC)

Pursuant to RCW 35A.12.140, there is hereby adopted by the city council of the city of Sumner, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain code known as the International Washington State Fire Code, being particularly the 2018 Edition published by the International Code Council as amended by the Washington State Building Code Council and published in chapter 51-54A WAC, which adoption shall take place immediately upon publication the effective date issued by the Washington State Building Code Council. thereof and the whole thereof including Appendix B and Appendix D, save and except such portions as are hereinafter deleted, modified or amended by SMC 15.24.080. The same are hereby adopted and incorporated as fully as if set out at length herein, including any amendments or successor editions thereto, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the city of Sumner. (Ord. 2796 § 4, 2021; Ord. 2568 § 5, 2016; Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

15.24.020 Establishment and duties of the bureau of fire prevention.

The individual or entity designated by the city administrator as the fire code official, as defined in SMC 15.24.030, has the authority to enforce the 2018 International Fire Code as adopted. (Ord. 2796 § 5, 2021; Ord. 2778 § 1 (Exh. A), 2021; Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

15.24.030 Definitions.

For purposes of this chapter:

“Fire code official” means the city’s building fire safety inspector. (Ord. 2796 § 6, 2021; Ord. 2778 § 1 (Exh. A), 2021; Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

15.24.040 Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.

The limits referred to in Section 5704.2.9.6 of the 2018 ~~Currently adopted Washington State International~~ Fire Code, in which the storage of flammable or combustible liquids is restricted, are hereby established within areas zoned other than M-1 or M-2. (Ord. 2796 § 7, 2021; Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

15.24.050 Establishment of limits of districts in which storage of liquefied petroleum gases is prohibited.

The limits referred to in Section 6104.2 of the 2018 ~~currently adopted International~~ Washington State Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established within areas zoned other than M-1 or M-2. (Ord. 2796 § 8, 2021; Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

15.24.060 Establishment of limits of districts in which storage of explosives and explosive materials is to be prohibited.

The limits referred to in Section 5601 of the 2018 ~~currently adopted International~~ Washington State Fire Code, in which storage of explosives and explosive materials is prohibited, are hereby established within all areas lying within the corporate limits. (Ord. 2796 § 9, 2021; Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

15.24.070 Establishment of limits of districts in which the storage of compressed gas and flammable cryogenic fluids is to be prohibited.

The limits referred to in Section 5301.1 of the 2018 ~~currently adopted International~~ Washington State Fire Code, in which the storage of compressed gas is prohibited, are hereby established within all limits zoned other than IC, M-1 or M-2. The limits referred to in Section 5806 of the ~~Washington State~~ Fire Code, in which the storage of flammable cryogenic fluids is prohibited, are hereby established within all limits zoned other than IC, M-1 or M-2. (Ord. 2796 § 10, 2021; Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

15.24.080 Amendments to the International Fire Code.

The following sections of the ~~International~~ Washington State Fire Code are hereby amended to read as follows:

Chapter 1

Scope and Administration

[A] 106.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn on suitable material, legible scanned copies or digitally created drawings and documents shall be submitted electronically. Electronic media documents are to be submitted following the Cities electronic permit application procedures. Construction documents shall be of sufficient clarity to indicate the location by physical building address, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

Chapter 5

BUILDINGS AND FACILITIES

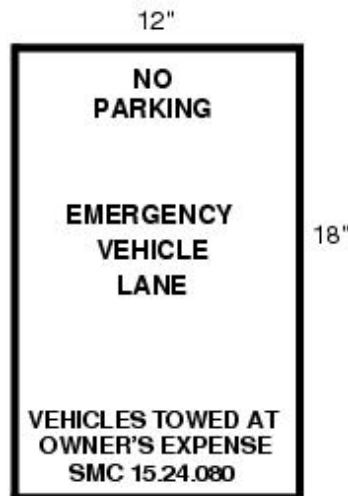
503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet or 28 feet with parking on one side except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches. Including Driveways and Pipestem access roads greater than 150 feet.

503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall have a minimum inside turning radius of 28 feet.

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus (see Appendix D of the International Fire Code). Including Driveways and Pipestem access roads greater than 150 feet.

503.3 Marking. Where required by the Fire Code Official, approved signs or other approved notices shall be provided for fire apparatus roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary for adequate visibility.

In accordance with the Washington State Highway Commission Sign Fabrication Manual M240-70 HT and the Manual of International Traffic Control Devices issued by the Federal Highway Administration, per illustration:



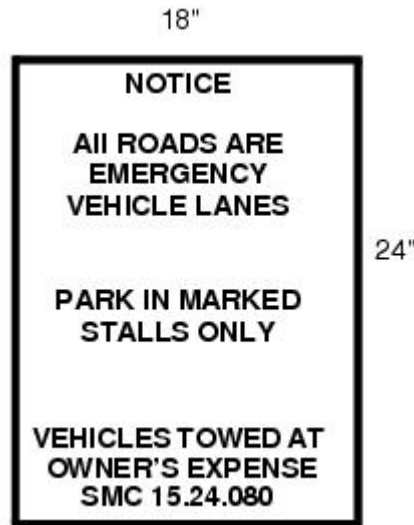
Lettering Specifications:

3" - Class C Width

2" - Class C Width

1/2" - Class C Width

Entrance Signs: The chief may allow the use of entrance signs for multi-family dwelling occupancies. When allowed, the signs shall be placed at each entrance to the property. Signs shall be in a clearly conspicuous location and shall clearly state "Notice, All Roads Are Emergency Vehicle Lanes, Park in Marked Stalls-Only."



Lettering Specifications:

4" - Class C Width

3" - Class C Width

1" - Class C Width

503.4 Obstruction of Fire Apparatus roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances in section 503.2.1 shall be maintained at all times.

503.6 Security Gates. The installation of security gates across a fire apparatus access road shall be approved by the Fire Chief. Where security gates are installed, they shall meet the following requirements:

1. Locked gates shall have an approved key box or key override system installed.
2. Gates serving 10 or more dwelling units shall have an Opticom activation system, Knox key override system or an equivalent and compatible system approved by the Fire Chief.
3. All electrically activated gates shall have default capabilities to the unlock position.
4. The minimum clearance width of a gate shall be compatible with the required width of the fire apparatus access road. Gate posts, keypads and other gate appurtenances shall be located in such a manner that they will not obstruct or restrict ingress and egress of emergency vehicles.
5. The security gate and the emergency operation shall be maintained operational at all times.

6. Gates shall follow Pierce County Gate Standards.

505.1 Premises Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. In addition, new and existing buildings located 100' or more from the street right-of-way shall have the same 6 inch address dimension on the building and at the street.

1. Multi-Family Residential, Commercial, or Small Business:

Amount of Setback	Number/Letter Size
50 Feet or less	6 inches
51 Feet to 100 Feet	12 inches
100 Feet or more	18 inches
Individual Apartment Units	4 inches

2. Large Commercial or Industrial Complexes:

Amount of Setback	Number/Letter Size
50 Feet or less	12 inches
51 Feet to 100 Feet	18 inches
100 Feet or more	24 inches

Chapter 9

FIRE PROTECTION SYSTEMS

Section 903

AUTOMATIC SPRINKLER SYSTEMS

903.1 General. Automatic sprinkler systems shall comply with this section.

1. For structures with unknown tenants, the sprinkler density of .39 per 5,600 square feet shall be used for design purposes where required by the Fire Chief.

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and approved by the fire code official.

903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

For provisions on special hazards and hazardous materials, see the fire code.

Gross floor area. For purposes of this chapter, gross floor area shall be defined in Chapter 10 2, International Building Code.

1. All buildings hereinafter constructed or enlarged as defined by the International Fire Code, shall be equipped with a fully automatic sprinkler system designed, installed, maintained and tested per NFPA 13, 13D, 13R 24 and/or 25, the edition currently adopted by the city, where the gross floor area or occupant load exceeds those listed below, or the building is 35 feet in height or three or more stories.

2. Where buildings are protected by an automatic sprinkler system, canopies 4 feet or more in width shall be protected by the automatic sprinkler system.

903.2.1 Group A. An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-1, A-2, A-3 and A-4 occupancies, the automatic sprinkler system shall be provided throughout the floor area where the Group A-1, A-2, A-3 or A-4 occupancy is located, and in all floors between the Group A occupancy and the level of exit discharge. For Group A-5 occupancies, the automatic sprinkler system shall be provided in the spaces indicated in Section 903.2.1.5.

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more;
3. The gross floor area is located on a floor other than the level of exit discharge; or
4. The gross floor area contains a multi-theater complex.

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided in concession stands, retail areas, press boxes, and other accessory use areas in excess of 1,000 square feet of gross floor area.

903.2.1.6 Group B. An automatic sprinkler system shall be provided throughout all buildings with a Group B occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group B occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group B occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group B occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E occupancies where the gross floor area exceeds 5,000 square feet.
2. Throughout every portion of educational buildings below the level of exit discharge.

Exception: An automatic sprinkler system is not required in any fire area or area below the level of exit discharge where every classroom throughout the building has at least one exterior exit door at ground level.

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group F-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group F-1 occupancy is located more than three stories above grade; or
3. Where the combined floor area of all Group F-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

903.2.4.1 Woodworking Operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in gross floor area which generate finely divided combustible waste or which use finely divided combustible materials.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group M occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group M occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group M occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

903.2.8 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a Group R fire area.

1. Or as required by the International Fire Code and or Washington State Amendments.

Exception: Detached one-family dwellings under 5,000 square feet.

903.2.8.1 Group R-3 or R-4 congregate residences. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 or R-4 congregate living facilities with 16 or fewer residents.

903.2.8.2 Care facilities. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with 5 or fewer individuals in a single-family dwelling.

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group S-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group S-1 occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group S-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.
4. A Group S-1 occupancy where the gross floor area used for the storage of commercial trucks or buses exceeds 5,000 square feet (464 m²)
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

903.2.9.1 Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the International Building Code, as follows:

1. Buildings two or more stories in height, including basements, with a gross floor area containing a repair garage exceeding 5,000 square feet.
2. One-story buildings with a gross floor area containing a repair garage exceeding 5,000 square feet.
3. Buildings with a repair garage servicing vehicles parked in the basement.
4. A Group S-1 occupancy where the gross floor area used for the repair of commercial trucks or buses exceeds 5,000 square feet (464 m²).

903.2.9.2 Bulk Storage of Tires. Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

903.2.9 Group S-2 Enclosed Parking Garages. An automatic sprinkler system shall be provided throughout buildings classified as an enclosed parking garage in accordance with the International Building Code or where located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

903.2.10.1 Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the gross floor area exceeds 5,000 square feet.

903.2.11.3 Building height. An automatic sprinkler system shall be installed throughout buildings 35 feet in height or three or more stories.

Exceptions:

1. Airport control towers
2. Open parking structures
3. Occupancies in Group F-2

903.3.1.1.1 Exempt locations. Subject to the approval of the Fire Chief, automatic sprinklers may be omitted in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents.

3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 hours.

4. In rooms or areas that are of non-combustible construction with wholly non-combustible contents.

5. Fire service access elevator machine rooms and machinery spaces.

6. Machine rooms and machinery spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

7. In rooms or areas where other approved fire extinguishing systems are installed to protect special hazards or occupancies in lieu of automatic fire sprinklers.

903.3.7 Fire department connections. The location of fire department connections shall be approved by the fire chief. Where possible, fire department connections shall be located not less than 50 feet from the protected building and not more than 50 feet from a fire hydrant.

903.4.4 Indicating valves. All automatic sprinkler systems shall be provided with a listed and approved indicating valve. Such valve shall be provided on the exterior of the building in a location to be determined by the Fire Chief. When possible, such valve shall be located not less than 50 feet from the protected structure.

903.5 Testing and maintenance. Sprinkler systems shall be tested and maintained in accordance with Section 901. A copy of the annual inspection report shall be signed by the individual conducting the inspection, and a copy of the report shall be forwarded to the fire department.

903.6 Existing buildings. Approved automatic sprinkler systems shall be installed in existing buildings and structures as described below:

A. Where the gross floor area exceeds 8,000 square feet and one or more of the following conditions exist:

i. There is a change of occupancy classification within the building that would require an occupancy separation per Table 508.4 of the International Building Code.

ii. Any changes to the building which in their aggregate would increase the gross floor area of the building by 15 percent or more based upon the square footage of the building at the time of the adoption of the ordinance codified in this section.

iii. There is a change to the building, such as changes to the exiting system, that would increase the hazard to the occupants and/or fire suppression personnel.

Exception: The installation of an approved automatic sprinkler system is not required in existing buildings or structures where the gross floor area exceeds 8,000 square feet if a permit is requested for:

(a) Tenant improvements where there is no change in occupancy classification within the building that would require an occupancy separation per Table 508.4 of the International

~~Building Code and the change to the building would not increase the hazard to the occupants and/or fire suppression personnel; or~~

~~(b) Routine maintenance which includes but is not limited to (1) utility upgrades (replacement of electrical panel, replacement of wiring, new water or sewer service); (2) aesthetic upgrades (replacement of windows or doors, replacement of facades); (3) routine repairs (roof replacement or repair, siding replacement); or (4) site upgrades (landscaping replacement, parking area repairs).~~

~~B. Where the gross floor area is 8,000 square feet or less and one or more of the following conditions exist:~~

~~i. There is a change to the building that would increase the gross floor area of the building such that the gross floor area exceeds 9,200 square feet.~~

Section 907

FIRE ALARMS & DETECTION SYSTEMS

907.1.3 In addition to those requirements found in Section 907.2 of the 2012 International Fire Code, the following shall apply.

907.1.3.1 New Buildings and Structures. An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area.

Where required, the automatic/manual fire alarm system shall consist of a minimum of the following:

- ~~• Addressable fire alarm.~~
- ~~• Interior audible/visual alarm devices for the notification of the building occupants throughout. WAC 51.50.1101 and IBC Chapter 11.~~
- ~~• Visible devices in restrooms.~~
- ~~• Exterior horn/strobe shall be located on the address side of the building.~~
- ~~• Manual pull stations at each exit.~~
- ~~• Smoke detection in corridors.~~
- ~~• Monitoring of the automatic fire sprinkler systems/fire alarm systems.~~
- ~~• Buildings containing multiple tenants shall have an addressable fire alarm system capable of monitoring and sending notification of all protection systems and the individual suite address within the building to an approved central station.~~
- ~~• Multiple story buildings shall have an addressable system capable of monitoring and sending notification of all protection systems within the building to an approved central station.~~

907.1.3.2 Existing Buildings and Structures. ~~An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area, which are altered as defined by the 2012 International Building Code and International Fire Code.~~

903.2.1.5.1 Spaces under grandstands or bleachers. Enclosed spaces under grandstands or bleachers shall be equipped with an automatic sprinkler system in accordance with section 903.3.1.1 where either of the following exist.

1. The enclosed area is 1,000 square feet (93 m2) or less and is not constructed in accordance with Section 1029.1.1.1.

2. The enclosed area exceeds 1,000 square feet (93 m2).

903.2.1.6 Assembly occupancies on roofs. Where an occupied roof has an assembly occupancy with an occupant load exceeding 100 for Group A-2 and 300 for all other Group A occupancies, the building shall be equipped with an automatic sprinkler system in accordance with section 903.3.1.1 or 903.1.2.

Exception: Open Parking garages of Type I or Type II construction.

903.2.1.7 Multiple Fire Areas. An automatic sprinkler system shall be provided where multiple fire areas of Group A-1, A-2, A-3 or A-4 occupancies share exit or exit access components and the combined occupant load of these fire areas is 300 or more.

903.2.1.8 Nightclubs. An automatic sprinkler system shall be provided throughout Group A-2 nightclubs as defined in the International Building Code.

903.2.2 Ambulatory care facilities. This section is adopted in whole as adopted by the State of Washington.

903.2.3 Group B. An automatic sprinkler system shall be provided throughout all buildings with a Group B occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group B occupancy exceeds 5,000 square feet;

2. Where the gross floor area of a Group B occupancy is located more than three stories above grade; or

3. Where the combined gross floor area of all Group B occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

903.2.4 Group E. An automatic sprinkler system shall be provided for fire areas containing Group E occupancies where the fire area has an occupant load of 51 or more, calculated in accordance with Table 1004.5

Exceptions:

1. Portable school classrooms with an occupant load of 50 or less calculated in accordance with Table 1004.5, provided that the aggregate area of any cluster of

- portable classrooms does not exceed 6,000 square feet (557 m²); and clusters of portable classrooms shall be separated as required by the building code; or
2. Portable school classrooms with an occupant load of 51 through 98, calculated in accordance with Table 1004.5, and provided with two means of direct independent exterior egress from each classroom in accordance with Chapter 10, and one exit from each classroom shall be accessible, provided that the aggregate area of any cluster of portable classrooms does not exceed 6,000 square feet (557 m²); and clusters of portable school class rooms shall be separated as required by the International Building Code; or
 3. Fire areas containing daycare and preschool facilities with a total occupant load of 100 or less located at the level of exit discharge where every room which care is provided has not fewer than one exit discharge door.

903.2.5 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group F-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group F-1 occupancy is located more than three stories above grade; or
3. Where the combined floor area of all Group F-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

903.2.5.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in gross floor area which generate finely divided combustible waste or which use finely divided combustible materials.

903.2.5.2 Group F-1 distilled Spirits. An automatic sprinkler system shall be throughout a group F-1 Fire Area used for the manufacture of distilled spirits.

903.2.5.3 Group F-1 upholstered furniture of mattresses. An automatic sprinkler system shall be provided throughout a Group F-1 fire area that exceeds 2500 square feet (232 m²) used for the manufacture of upholstered furniture or mattresses

903.2.6 Group H. Automatic Sprinkler systems shall be provided in high-hazard occupancies as required by section 906.2.6.1 through 903.2.6.3.

903.2.6.1 General. An automatic sprinkler system sha be provided in Group H occupancies.

903.2.6.2 Group H-5 occupancies. An automatic sprinkler system shall be installed throughout buildings containing group 5 occupancies. The design of the sprinkler system shall not be less than that required by this code for the occupancy hazard classifications in accordance with Table 903.2.6.2.

Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

[F] Table 903.2.6.2

Group H-5 Sprinkler Design Criteria

Location	Occupancy Hazard Classification
Fabrication Areas	Ordinary Hazard Group 2
Service Corridors	Ordinary Hazard Group 2
Storage rooms Without Dispensing	Ordinary Hazard Group 2
Storage Rooms With Dispensing	Extra Hazard Group 2
Corridors	Ordinary Hazard Group 2

903.2.6.3 Pyroxylin plastics. An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg).

903.2.7 Group I. An automatic sprinkler system shall be provided throughout buildings with Group I fire area.

Exceptions:

1. An automatic Sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 Condition 1 Facilities.
2. Where new construction or additions house less than 16 persons receiving care, an automatic fire sprinkler system installed in accordance with section 903.3.1.2 shall be permitted in group I-1 Condition 2, assisted living facilities licensed under chapter 388-78A WAC and residential treatment facilities licensed under 246-337 WAC.
3. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in additions to existing buildings where both of the following situations are true:
 - 3.1 The addition is made to a building previously approved as Group LC or R-2 that houses either an assisted living facility under chapter 388-78A WAC or residential treatment facility licensed under chapter 246-337 WAC.

3.2 The addition contains spaces for 16 or fewer persons receiving care.

903.2.7.1 Group I-4. An automatic sprinkler system shall be provided for fire areas containing Group E occupancies where the fire area has an occupant load of 51 or more, calculated in accordance with Table 1004.5

1. An automatic sprinkler system is not required where Group I-4 daycare facilities with a total occupant load of 100 or less and is located at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door.

2. In buildings where Group I-4 daycare is provided on levels on other than the level of exit discharge, an automatic sprinkler system in accordance with section 903.3.1.1 shall be installed on the entire floor where care is provided, all floors between the level of care and the level of exit discharge and all floors below the level of exit discharge other than areas classified as open parking garages.

903.2.8 Group M. An automatic sprinkler system shall be provided throughout buildings containing Group M occupancies where one of the following conditions exist:

1. Where the gross floor area of a Group M occupancy exceeds 5,000 square feet;

2. Where the gross floor area of a Group M occupancy is located more than three stories above grade; or

3. Where the combined gross floor area of all Group M occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

903.2.8.1 High piled storage. An automatic sprinkler system shall be provided as required in chapter 32 in all buildings of group M where storage of merchandise is in high-piled or rack storage arrays.

903.2.8.2 Group M upholstered furniture or mattresses. An automatic sprinkler system shall be provided throughout Group M fire areas where the area used for the display or sale of upholstered furniture or mattresses exceed 5,000 square feet (464 m2).

903.2.9 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Detached one-family dwellings under 5,000 square feet.

903.2.9.1 Group R-3 An automatic sprinkler system installed in accordance with section 903.3.1.3 shall be permitted in Group R-3 Occupancies.

903.2.9.2 Group R-4 Condition 1. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-4 Condition 1 occupancies.

903.2.9.3 Group R-4 Condition 2. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group R-4 Condition 2 occupancies.

903.2.9.4 Care facilities. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with five or fewer individuals in a single-family dwelling.

903.2.10 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group S-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group S-1 occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group S-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.
4. A Group S-1 occupancy where the gross floor area used for the storage of commercial trucks or buses exceeds 5,000 square feet (464 m²)
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

903.2.10.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the International Building Code, as follows:

1. Buildings two or more stories in height, including basements, with a gross floor area containing a repair garage exceeding 5,000 square feet.
2. One-story buildings with a gross floor area containing a repair garage exceeding 5,000 square feet.
3. Buildings with a repair garage servicing vehicles parked in the basement.
4. A Group S-1 occupancy where the gross floor area used for the repair of commercial trucks or buses exceeds 5,000 square feet (464 m²).

903.2.10.2 Bulk storage of tires. Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

903.2.10.3 Group S-1 Distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 occupancy fire area used for the bulk storage of distilled spirits or wine.

903.2.10.4 Group S-1 Upholstered furniture and mattresses. An automatic sprinkler system shall be provided throughout a Group S-1 fire area where the area used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Exception: Self-service storage facilities not greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.

903.2.11 Group S-2 Parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

903.2.11.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the gross floor area exceeds 5,000 square feet.

903.2.11.2 Mechanical-access enclosed parking garages. An approved automatic sprinkler system shall be provided throughout buildings used for the storage of motor vehicles in a mechanical-access enclosed parking garage. The portion of the building that contains the mechanical-access enclosed parking garage shall be protected with a specially engineered automatic sprinkler system.

903.2.12 Specific building areas and hazards. In all occupancies other than Group U, an automatic sprinkler system shall be installed for building design or hazards in the locations set forth in sections 903.2.12.1 through 903.2.12.6

903.2.12.1 Stories without openings. An automatic sprinkler system shall be installed throughout all stories, including basements, of all buildings where the floor area exceeds 1,500 square feet (139.4 m²) and where the story does not comply with the following criteria for exterior wall openings:

1. Openings below grade that lead directly to the ground level by an exit stairway complying with Section 1011 or an outside ramp complying with Section 1012. Openings shall be located in each 50 linear feet (15,240 mm), or fraction thereof, of exterior wall in the story on not fewer than one side. The required openings shall be distributed such that the linear distance between openings does not exceed 50 feet (15,240mm).

2. Openings entirely above the adjoining ground level totaling not less than 20 square feet (1.86 m²) in each 50 linear feet (15,240mm), or fraction thereof, of exterior wall in the story on not fewer than one side. The required openings shall be distributed such that the linear distance between openings does not exceed 50 feet (15,240mm). The height of the bottom of the clear opening shall not exceed 44 inches (1118 mm) measured from the floor.

903.2.12.1.1 Opening dimensions and access. Openings shall have a minimum dimension of not less than 30 inches (762mm). Access to such openings shall be provided for the fire department from the exterior and shall not be obstructed in a manner such that firefighting or rescue cannot be accomplished from the exterior.

903.2.12.1.2 Openings on one side only. Where openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22,860 mm) from such openings, the story shall be equipped with an automatic sprinkler system, or openings shall be provided on not fewer than two sides of the story.

903.2.12.3 Basements. Where any portion of a basement is located more than 75 feet (22,860 mm) from openings required by section 903.1.12.1, or where new walls, partitions or other similar obstructions are installed that increase the exit access travel distance to more than 75

feet (22,860 mm), the basement shall be equipped throughout with an approved automatic sprinkler system.

903.2.12.2 Rubbish and linen chutes. An automatic sprinkler system shall be installed at the top of rubbish and linen chutes and in their terminal rooms. Chutes shall have additional sprinkler heads installed at alternate floors and at the lowest intake. Where a rubbish chute extends through a building more than one floor below the lowest intake, the extension shall have sprinklers installed that are recessed from the drop area of the chute and protected from freezing in accordance with section 903.3.1.1. Such sprinklers shall be installed at alternate floors, beginning with the second level below the last intake and ending with the floor above discharge. Access to sprinklers in chutes shall be provided.

903.2.12.3 Building height. An automatic sprinkler system shall be installed throughout buildings 35 feet in height or three or more stories.

Exceptions:

1. Airport control towers complying with the Washington State Building Code.
2. Open parking structures complying with the Washington State Building Code.
3. Occupancies in Group F-2 complying with the Washington State Building Code.

903.2.12.4 Ducts conveying hazardous exhausts. Where required by the International Mechanical Code, automatic sprinklers shall be provided in ducts conveying hazardous exhaust of flammable or combustible materials.

Exception: Ducts where the largest cross-sectional diameter of the duct is less than 10 inches (254 mm).

903.2.12.5 Commercial cooking operations. An automatic sprinkler system shall be installed in commercial kitchen exhaust hood and duct systems where an sprinkler system in used to comply with Section 904.

903.2.12.6 Other required fire protection systems. In addition to the requirements of section 903.2, the provisions indicated in Table 902.12.6 require the installation of a fire protection system for certain buildings and areas.

Table 903.2.12.6 Additional Required Fire protection Systems

Section	Subject
321.2	Lithium-Ion and Lithium metal battery storage
402.5, 402.6.2	Covered and open mall buildings
403.3	High-rise buildings
404.3	Atriums
405.3	Underground structures
407.7	Group I-2
410.6	Stages
411.3	Special amusements buildings
412.2.4	Airport traffic control towers
412.3.6, 412.3.6.1, 412.5.6	Aircraft hangers
415.11.11	Group H-5 HPM exhaust ducts
416.5	Flammable finishes
417.4	Drying rooms
424.3	Play structures
428	Buildings containing laboratory suites
507	Unlimited area buildings
508.5.7	Live/work units
509.4	Incidental uses
1030.6.2.3	Smoke protected assembly seating

[BG] 903.12.7 Relocatable Buildings. Relocatable buildings or structures within a building with an approved automatic fire sprinkler system shall be provided with fire sprinkler protection within occupiable space of the building and the space underneath the relocated building.

Exceptions:

1. Sprinkler protection is not required underneath the building when the space is separated from the adjacent space by construction resisting the passage of smoke and heat and combustible storage will not be located there.
2. If the building or structure does not have a roof or ceiling obstructing the overhead sprinklers.
3. Construction trailers and temporary offices used during construction prior to occupancy.

4. Movable shopping kiosks with a roof or canopy dimension less than 4 feet (1219 mm) on the smallest side.

903.2.13 During construction. Automatic sprinkler system required during construction, alteration and demolition operations shall be provided in accordance with Chapter 33 of the International Fire Code

903.3.1.1.1 Exempt locations. Subject to the approval of the Fire Code Official, automatic sprinklers may be omitted in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. Any room or space where sprinklers are considered undesirable because of the nature of the contents.

3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

4. Rooms or areas that are of non-combustible construction with wholly non-combustible contents.

5. Fire service access elevator machine rooms and machinery spaces.

6. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008.

7. In rooms or areas where other approved fire extinguishing systems are installed to protect special hazards or occupancies in lieu of automatic fire sprinklers.

903.3.7 Fire department connections. The location of fire department connections shall be approved by the Fire Code Official. Where possible, fire department connections shall be located not less than 50 feet from the protected building and not more than 50 feet from a fire hydrant.

903.4.4 Indicating valves. All automatic sprinkler systems shall be provided with a listed and approved indicating valve. Such valves shall be provided on the exterior of the building in a location to be determined by the Fire Code Official. When possible, such valve shall be located not less than 50 feet from the protected structure.

903.5 Testing and maintenance. Sprinkler systems shall be tested and maintained in accordance with the International Fire Code. A copy of inspection reports shall be signed by the individual conducting the inspection, and a copy of the report shall be forwarded to the fire department.

903.6 Existing buildings. Unless otherwise required by the International Existing Building Code an Approved automatic sprinkler systems shall be installed in existing buildings and structures at a minimum as described below:

1) Where the gross floor area exceeds 8,000 square feet and one or more of the following conditions exist:

a) There is a change of occupancy classification within the building that would require an occupancy separation per Table 508.4 of the International Building Code.

b) Any changes to the building which in their aggregate would increase the gross floor area of the building by 15 percent or more based upon the square footage of the building at the time of the adoption of the ordinance codified in this section.

c) There is a change to the building, such as changes to the exiting system, that would increase the hazard to the occupants and/or fire suppression personnel.

Exception: The installation of an approved automatic sprinkler system is not required in existing buildings or structures where the gross floor area exceeds 8,000 square feet if a permit is requested for (unless otherwise required by the International Existing Building Code):

- 1) Tenant improvements where there is no change in occupancy classification within the building that would require an occupancy separation per Table 508.4 of the International Building Code and the change to the building would not increase the hazard to the occupants and/or fire suppression personnel; or
- 2) Routine maintenance which includes but is not limited to (1) utility upgrades (replacement of electrical panel, replacement of wiring, new water or sewer service); (2) aesthetic upgrades (replacement of windows or doors, replacement of facades); (3) routine repairs (roof replacement or repair, siding replacement); or (4) site upgrades (landscaping replacement, parking area repairs).
- 3) Where the gross floor area is 8,000 square feet and a change to the building that would increase the gross floor area of the building such that the gross floor area exceeds 9,200 square feet.

Section 907

FIRE ALARMS & DETECTION SYSTEMS

907.1.4 In addition to those requirements found in Section 907.2 of the International Building Code and International Fire Code as adopted per SMC 15.08 and SMC 15.24, the following shall apply.

907.1.4.1 New Buildings and Structures. An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area.

Where required, the automatic/manual fire alarm system shall consist of a minimum of the following:

- Addressable fire alarm.
- Interior audible/visual alarm devices for the notification of the building occupants throughout. WAC 51.50.1101 and IBC Chapter 11.
- Visible devices in restrooms.
- Exterior horn/strobe shall be located on the address side of the building.
- Manual pull stations at each exit.
- Smoke detection in corridors.
- Monitoring of the automatic fire sprinkler systems/fire alarm systems.
- Buildings containing multiple tenants shall have an addressable fire alarm system capable of monitoring and sending notification of all protection systems and the individual suite address within the building to an approved central station.
- Multiple story buildings shall have an addressable system capable of monitoring and sending notification of all protection systems within the building to an approved central station.

907.1.4.2 Existing Buildings and Structures. An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area, which are altered as defined by the International Building Code and International Fire Code.

(Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

Section 912

Fire Department Connection

912.4.3 Physical Protection. Where fire department connections are subject to impact by a motor vehicle as determined by the Fire Official, Vehicle impact protection in compliance with section 312 shall be required to be provided.

15.24.090 Appeals.

Whenever the fire code official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the fire code official to the board of appeals within 20 days from the date of the decision as provided by chapter 15.04* SMC. (Ord. 2778 § 1 (Exh. A), 2021; Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

*Code reviser's note: Ordinance 2568 repeals chapter 15.04. The board of appeals provisions previously codified in the chapter have been replaced by the appeals process in the 2015 International Building Code adopted by Ordinance 2568.

15.24.100 New materials, processes or occupancies which may require permits.

The mayor, the fire chief and the chief of the bureau of fire prevention shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the International Fire Code, ~~2012 Edition~~. The chief of the bureau of fire prevention shall post such list in a conspicuous place at the bureau of fire prevention and distribute copies thereof to interested persons. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

15.24.110 Application of chapter 15.06 SMC, Enforcement.

Any person, firm or corporation violating any of the provisions of this chapter or the International Fire Code shall be subject to the penalty provisions of SMC 15.06.070 and 15.06.110. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

15.24.120 Plans – Professional approval.

Only plans approved by the Washington State Survey and Rating Bureau or certified and stamped by a fire protection engineer shall be accepted. Four sets of approved automatic sprinkler system plans shall be submitted to the building official or fire chief. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

15.24.130 Plans – City approval.

No building shall be occupied prior to installation and approval of required automatic sprinkler and fire alarm systems as set forth in this chapter. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

15.24.140 Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this chapter or the International Fire Code, ~~2012 Edition~~, or its application to any person or circumstance, is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

Exhibit E

Chapter 15.32 INTERNATIONAL RESIDENTIAL CODE

Sections:

- 15.32.010 Adopted.**
- 15.32.020 Amendments.**
- 15.32.030 Building permit and plan review fees.**

15.32.010 Adopted.

Pursuant to RCW 35A.12.140, the International Residential Code, 2018 Edition, including Appendix Chapters A, B, C, F, G, H, J, and M AA, AB, AC, AF, AWU and AWV published by the International Code Council and as currently amended by the Washington State Building Code Council and published in chapter 51-51 WAC, is adopted by this reference and as modified by SMC 15.32.020. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication the effective date issued by the Washington State Building Code Council. (Ord. 2796 § 11, 2021; Ord. 2568 § 6, 2016; Ord. 2439 § 2, 2013; Ord. 2329 § 2, 2010; Ord. 2220 § 3, 2007; Ord. 2085 § 7, 2004)

15.032-020 Amendments

~~**Section AS107.1 Fire sprinklers.** An approved automatic fire sprinkler system shall be installed in new one-family and two-family dwellings and townhouses in accordance with Appendix R, except that this requirement shall not apply to any detached single family dwelling of less than 5,000 square feet gross area.~~

Section 105.2 Work exempt from permit.

Building:

Add the following Exceptions:

11. Exterior siding replacement where there is no work performed on the existing exterior framing or sheathing or new structural sheathing applied. (Plywood, OSB, T-111 or similar structural sheathings)

12. Window and/or door replacement Like for like, where the opening is not increased or decreased in size, or the opening is otherwise modified. (replacement or modification of King studs, trimmer, sills or other framing repair or modification does not qualify for this exception)

Electrical:

1. As allowed by Labor and Industries:

[A] 105.3 Application of Permit.

Subsection 2. Description of the property which the work is to occur on, the physical building address(s) and parcel number(s) shall be included on the application and the physical building address(s) shall be included on the plans submitted for permit.

[A] 105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall not be granted if an application has been deemed abandoned for more than 60 days and there has been a new code cycle adopted.

[A] 105.5 Expiration. Every permit issued shall be valid for 3-Calendar years from the date of issuance, provided construction is started within 1 calendar year of the date of issuance and there has been at least 1 inspection scheduled with a result other than cancelled. Additionally, there must be no suspension of work exceeding 180 consecutive days without justifiable cause or the permit shall be deemed expired for no pursuit in good faith.

[A] 105.5.1 Extensions. The Building Official or The Development Services Director are authorized to grant one extension of up to 1 year beyond the 3-year initial permit period, when requested in writing by the project owner or authorized agent provided justifiable cause can be demonstrated and the permit has not been deemed expired under the parameters of section 105.5.

[A] 105.1.2 Restoration of Expired Permits. The Building Official or The Development Services Director are authorized to restore an expired permit to the parameters of section 105.5 provided all of the following apply.

- 1) Justifiable cause can be demonstrated.
- 2) The construction began within one calendar year of the date of issuance and has had at least one inspection with a result other than cancelled.
- 3) The permit has not expired for a period of more than 60 days.
- 4) There has not been a new code cycle adopted since the date of expiration.

[A] 107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn on suitable material, legible scanned copies or digitally created drawings and documents shall be submitted electronically. Electronic media documents are to be submitted following the Cities electronic permit application procedures. Construction documents shall be of sufficient clarity to indicate the location by physical building address, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

[A] Section 113.4 Violations and penalties. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or

demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Any person, firm or corporation violating any of the provisions of this code shall be subject to the penalty provisions of SMC 15.06.070 and 15.06.110.

Table R301.2(1)

Climatic and Geographic Design Criteria

Ground Snow Load *	Wind Speed (Gust)	Seismic Design Category	Weathering	Frost line depth	Termites	Decay	Winter Design Temp	Ice Shield Underlay	Flood Hazards	Air Freeze Index	Mean Annual Temp
25 lbs/ft	85 <u>110</u> mph	D-1 <u>D-2</u>	Moderate	12"	Slight to Moderate	Slight to Moderate	17°	No	1987 <u>2017</u> FIR <u>M</u>	250	50°

(Ord. 2329 § 3, 2010: Ord. 2220 § 4 (part), 2007: Ord. 2085 § 8 (part), 2004)

Appendix AWU

Dwelling Unit Fire Sprinklers

The Design and Installation of residential fire sprinkler systems shall be in accordance with the International Residential Code Section P2908, Dwelling Unit Fire Sprinkler Systems.

P2904.1.1 Required Sprinkler Locations.

Sprinklers shall be installed to protect all areas of a dwelling unit, where required by Appendix AWV

Exceptions:

- 1) Sprinklers may be omitted in uninhabitable attics, crawl spaces and normally unoccupied concealed spaces that do not contain fuel-fired appliances. In uninhabitable attics, crawl spaces and unoccupied concealed spaces a Sprinkler shall be provided at fuel fire appliance locations withing such spaces which provide coverage of the appliance.
- 2) Sprinklers may be omitted in Clothes closets, linen closets and pantries not exceeding 24 square feet (2.2 m2) in area with a least dimension of not greater than 3 feet (915 mm) and having wall and ceiling surfaces of Gypsum board.
- 3) Sprinklers may be omitted in Bathrooms not more than 55 square feet (5.1m2) provided wall and ceiling surfaces including the walls and ceilings behind tub or shower enclosures, are of non-combustible or limited combustibile materials with a 15-miute thermal barrier rating.
- 4) Sprinklers may be omitted in Garages; carports; exterior porches; unheated entry areas, such as mud rooms, that are adjacent to an exterior door; and similar areas.

Appendix AWV

Fire Sprinklers

AWV107.1 Fire Sprinklers

An approved automatic fire sprinkler system shall be installed in all new one-family and two-family dwellings and Townhomes in accordance to Appendix AWU.

Exception:

- 1) Detached single family dwelling units less than 5000 square feet (464.5 m2) shall not be required to provide sprinklers.

AWV107.2 Additions.

An approved automatic sprinkler system shall be installed in the entire structure in compliance with Appendix AWU when an addition is made.

The following Exceptions shall apply to one-family and two-family dwellings and townhomes not already provided with an approved automatic sprinkler system:

- 1) The addition of interior floor area to a two-family dwelling or townhome of a one-time addition per unit of up to 10% of the total interior square footage as measured before the addition for each unit is allowed. No cumulative allowance over time.
- 2) Where an addition of interior floor area to a detached one-family dwelling maintains a structure size at or below 5000 square feet (464.5 m2) as measured after the addition.
- 3) Any addition to a detached one-family dwelling that does not result in more than 5500 square feet total interior floor area.

15.32.030 Building permit and plan review fees.

Fees for building permits shall be assessed pursuant to Table 1-A, Chapter 1, Volume 1, of the Uniform Building Code, 1997 Edition, published by the International Conference of Building Officials. Fees for the plan review of required construction documents shall be paid by the applicant. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A, except where fire plan review is also required, in which case the plan review fee, at the discretion of the fire marshal, based upon the amount of time spent in reviewing the documents, shall not exceed 35 percent of the building permit fee as shown in Table 1-A.

Where a permit involves only an addition or remodel of a single-family dwelling or single-family accessory structure, where said work is valued at \$7,500 or less, the building official may waive the plan review fee.

Plan review fees specified in this section are separate fees from the permit fees specified herein and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves deferred submittal items as defined in Section 106.3.4.2 of the International Building Code, an additional plan review fee shall be charged at a rate shown in Table 1-A. (Ord. 2220 § 4 (part), 2007; Ord. 2085 § 8 (part), 2004)

Exhibit F

Chapter 15.44 MECHANICAL CODE¹

Sections:

- 15.44.010 Adopted.**
- 15.44.015 Application of chapter 15.06 SMC.**
- 15.44.020 Amendments.**

15.44.010 Adopted.

Pursuant to RCW 35A.12.140, the International Mechanical Code, ~~2018 Edition~~, published by the International Code Council, as amended by the Washington State Building Code Council and published as chapter 51-52 WAC, is adopted by this reference, The following reference standards including the 2018 International Fuel Gas Code, 2014 Liquefied Petroleum Gas Code (NFPA 58), and 2018 National Fuel Gas Code (NFPA 54) in the current edition of the adopted International Mechanical Code. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon the effective date issued by the Washington State Building Code Council. ~~publication by the International Code Council.~~ (Ord. 2796 § 13, 2021; Ord. 2568 § 8, 2016; Ord. 2439 § 4, 2013; Ord. 2357 § 2 (part), 2011; Ord. 2329 § 4, 2010; Ord. 2220 § 5, 2007; Ord. 2085 § 3, 2004; Ord. 1834 § 3, 1998; Ord. 1693 § 1, 1995; Ord. 1566 § 1, 1992)

15.44.015 Application of this chapter 15.06 SMC.

The provisions of chapter 15.06 SMC shall apply to this chapter. (Ord. 2357 § 2 (part), 2011; Ord. 1782 § 23, 1996)

15.44.020 Amendments.

Permit Fees.

Section 106.5.2. Fees for mechanical permits shall be assessed pursuant to Table 1-A of the Uniform International Mechanical Code, published by the International Code Council of Building Officials.

Fees for plan review of required construction documents shall be paid by the applicant. Said plan review fee shall be 25 percent of the building permit fee as shown in Table 1-A.

Plan review fees specified in this subsection are separate fees from the permit fees specified herein and are in addition to the permit fees.

Violations and Penalties.

~~Section 108.~~ **[a] 115.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Any person, firm or corporation violating any of the provisions of this code shall be subject to the remedies required in section 115 of the International Mechanical Code and the penalty provisions of SMC Sections 15.06.070 and 15.06.110.

(Ord. 2357 § 2 (part), 2011: Ord. 2220 § 6, 2007: Ord. 2085 § 4, 2004: Ord. 1834 § 4, 1998: Ord. 1782 § 24, 1996: Ord. 1693 § 2, 1995: Ord. 1566 § 2, 1992)

¹ Prior legislation: Ord. 1460, repealed by Ord. 1566.

Exhibit G

Chapter 15.48 PLUMBING CODE¹

Sections:

- 15.48.010 Adopted.**
- 15.48.015 Application of chapter 15.06 SMC.**
- 15.48.020 Amendments.**

15.48.010 Adopted.

Pursuant to RCW 35A.12.140, the Uniform Plumbing Code and International Plumbing Code Standards, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended by the Washington State Building Code Council and published as chapters 51-56 and 51-57 WAC, are is adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon the effective date issued by the Washington State Building Code Council. publication by the International Association of Plumbing and Mechanical Officials. (Ord. 2796 § 14, 2021; Ord. 2568 § 9, 2016; Ord. 2439 § 3, 2013; Ord. 2329 § 5, 2010; Ord. 2220 § 7, 2007; Ord. 2085 § 5, 2004; Ord. 1834 § 5, 1998; Ord. 1692 § 1, 1995; Ord. 1565 § 1, 1992)

15.48.015 Application of Chapter 15.06 SMC.

The provisions of chapter 15.06 SMC shall apply to this chapter. (Ord. 1782 § 25, 1996)

15.48.020 Amendments.

Violations and Penalties.

Section ~~102.3~~ 106.1. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy or maintain any building or structure any plumbing or plumbing system or cause or permit the same to be done in violation of this code.

Any person, firm or corporation violating any of the provisions of this code shall be subject to the provisions of section 106 of ~~this code~~ the Uniform Plumbing Code and the penalty provisions of SMC 15.06.070 and 15.06.110.

Permit Fees.

Section ~~103.4.1~~ 104.5 Fees for plumbing permits shall be assessed pursuant to Table 1-1 of the Uniform Plumbing Code, 1997 Edition, published by the International Association of Plumbing and Mechanical Officials.

(Ord. 2220 § 8, 2007; Ord. 2085 § 6, 2004; Ord. 1834 § 6, 1998; Ord. 1782 § 26, 1996; Ord. 1695 § 2, 1995; Ord. 1565 § 2, 1992)

¹ Prior legislation: Ord. 1459, repealed by Ord. 1565.

SUBJECT: Ordinance No. 2893 - Amending the 2023/2024 Biennial Budget

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: \$92,100

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Ordinance No. 2893 - Amending the 2023/2024 Biennial Budget

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND: The 2023/2024 Biennial Budget was adopted on December 5, 2022 with Ordinance No. 2838. Staff regularly reviews the budget progress as well as any programmatic changes. In 2022, Sumner developed a pilot Therapeutic Court program, funded by the Washington State Administrative Office of the Courts (AOC). The City has been awarded additional funding for the period of July 2024 - June 2025 to continue the Therapeutic Court operations (the state fiscal year is July 1 - June 30).

This budget amendment recognizes the AOC funding and associated expenditures for July - December 2024. The 2025 funding will be incorporated into the 2025/2026 Biennial Budget development.

Ord No. 2893

	BA 07/15/2024	
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ 92,100	92,100
Reserve Funds	-	-
Special Revenue Funds	-	-
Debt Service Funds	-	-
Capital Funds	-	-
Utility Funds	-	-
Other Enterprise Funds	-	-
Internal Service Funds	-	-
Fiduciary Funds	-	-
	\$ 92,100	\$ 92,100

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 7/11/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2893 amending the 2023/2024 Biennial Budget.

**ORDINANCE NO. 2893
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2023-2024 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2838, APPROVED DECEMBER 5, 2022, AND PREVIOUSLY AMENDED IN ORDINANCE 2849, APPROVED MARCH 20, 2023, ORDINANCE 2855, APPROVED JUNE 5, 2023, ORDINANCE 2858, APPROVED JUNE 20, 2023, ORDINANCE 2866, APPROVED AUGUST 7, 2023, ORDINANCE 2871, APPROVED SEPTEMBER 18, 2023, ORDINANCE 2872, APPROVED OCTOBER 16, 2023, ORDINANCE 2874, APPROVED DECEMBER 11, 2023, ORDINANCE 2883, APPROVED MARCH 18, 2024, AND ORDINANCE 2890, APPROVED JULY 1, 2024.

WHEREAS, The Sumner City Council approved Ordinance No. 2838 which adopted a biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2849 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2855 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2858 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2866 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2871 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2872 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2874 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2883 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2890 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2023 through December 31, 2024 as contained in the adopted 2023-2024 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

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 ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person’s circumstances.

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

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

BA 07/15/2024 Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/15/24</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/15/24</i>	<i>Revised</i>
001 General	11,300,000	\$ 41,287,140	\$ 1,826,907	\$ 92,100	\$ 40,975,513	\$ 2,631,367	\$ 92,100	\$ 10,807,166
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	450,756	200,000	-	-	390,000	-	-	260,756
103 Complete Streets	-	-	500,000	-	-	500,000	-	-
105 Drug Enforcement	65,510	-	-	-	4,000	-	-	61,510
106 Hotel/Motel	262,600	205,000	-	-	338,156	-	-	129,444
115 ARPA Funding	680,624	-	-	-	50,100	124,168	-	506,356
200 Debt Service	2,570,000	465,800	-	-	496,100	-	-	2,539,700
221 LID Guarantee	691,569	-	-	-	-	-	-	691,569
302 Sidewalk	412,457	530,000	903,200	-	880,000	633,200	-	332,457
305 Real Estate Excise Tax	851,288	1,600,000	-	-	550,000	-	-	1,901,288
310 Parks & Trails Capital Fund	423,721	4,868,061	6,407,780	-	5,131,106	5,595,280	-	973,176
320 Street Capital Fund	7,709,379	17,364,200	3,605,753	-	24,625,588	3,687,753	-	365,991
325 Facilities Capital Fund	50,000	515,000	3,386,000	-	565,000	3,286,000	-	100,000
401 Water	13,219,995	10,189,150	-	-	20,279,605	529,985	-	2,599,555
402 Wastewater	9,286,248	15,566,163	36,150	-	21,270,227	308,110	-	3,310,224
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	8,227,784	38,031,772	9,500,000	-	42,424,254	10,596,985	-	2,738,317
410 Cemetery Operations	74,238	1,498,200	16,500	-	1,425,316	25,000	-	138,622
415 Cemetery Development	208,994	300,000	-	-	300,000	-	-	208,994
440 Animal Control	94,087	2,093,628	(35,519)	-	2,062,680	9,650	-	79,866
501 Unemployment Insurance	9,351	-	-	-	3,991	-	-	5,360
550 Fleet Management	94,835	1,498,570	-	-	1,551,411	-	-	41,994
551 Information Technology	479,281	3,264,440	124,650	-	3,336,088	139,650	-	392,633
555 Equipment Reserve	1,942,959	2,126,935	-	-	1,770,000	-	-	2,299,894
601 Cemetery Endowment	1,545,873	33,000	-	-	-	-	-	1,578,873
605 Development Impact Fees	6,898,068	500,000	-	-	998,833	1,123,415	-	5,275,820
611 Firemen's Pension	29,798	164,000	-	-	160,000	-	-	33,798
Total All Funds	\$ 70,291,581	\$ 142,301,059	\$ 26,271,421	\$ 92,100	\$ 169,587,969	\$ 29,190,563	\$ 92,100	\$ 40,085,529