CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
March 3, 2025 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/87464193116

Phone one-tap:
+12532050468,,87464193116# US
+12532158782,,87464193116# US (Tacoma)

CALL TO ORDER

Pledge of Allegiance

Invocation - Pastor David Barnes

Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna 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. Elm Street Sidewalks - Construction Change Order
2. Resolution No. 1714 -Interlocal Agreement for Inmate Housing with SCORE Jail
3. Approval of the meeting minutes from the February 18, 2025 Regular Council Meeting and the February 24, 2025 Study Session.
4. Hops Alley & Heritage Park Phase 2 - Construction Contract Award

PUBLIC HEARING

1. Ordinance No. 2922 - Updates to Multifamily Tax Exemption Code (SMC 3.52) and Residential Target Areas

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 4:00pm 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. 2921 - 2025/2026 Budget Amendment

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.

CITY COUNCIL MEETING
DATE: March 3, 2025
AGENDA BILL: 24-757

SUBJECT: Elm Street Sidewalks - Construction Change Order **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: $37,484.83 Within Budget Allocation: Yes

ATTACHMENTS:
1. C. Denny Construction Change Order #1

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:
The Elm Street Sidewalks project consists of a new sidewalk segment that extends the existing sidewalk along the north side of Elm Street that ended just west of Wright Avenue, and continued the sidewalk to Bonney Avenue, allowing for better and safer access to Seibenthaler Park. The project also includes the installation of a flashing beacon at the crosswalk leading to the park at the intersection of Bonney Avenue and Elm Street, along with the construction of curb and gutter and curb ramps on the north side of Elm Street.

This change order adds additional work for varying site conditions that were unanticipated and discovered during construction, such as the installation of additional storm catch basins and filling an existing wooden water main. There were also varying site conditions that led to a tree stump and root removal, the removal of concrete under the asphalt roadway, removing an additional tree that was in the way of the new sidewalk, the removal of additional asphalt, and the installation of temporary crosswalk signs. The original contract amount was $319,703.10, and the change order adds $37,484.83 for a total contract cost of $357,187.93. With a 10% contingency for any future change orders, the new authorized amount is $392,906.72.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 2/4/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving a change order to C. Denney Construction, LLC's Construction Contract for the Elm Street Sidewalks (CIP 23-02), increasing the contract amount to a total authorized amount not-to-exceed $392,906.72, 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.

1104 MAPLE STREET, SUMNER WA 98390
PUBLIC WORKS DEPARTMENT
Suite 260
253-299-5700 Fax: 253-299-5539

CHANGE ORDER NO. #01:
Miscellaneous

NAME OF CONTRACTOR, CONSULTANT, OR VENDOR: **C. Denney Construction, LLC**

CONTRACT NAME & PROJECT NUMBER: **Elm St Sidewalks, CIP 23-02**

ORIGINAL CONTRACT DATE: **July 2, 2024**

This Change Order amends the above-referenced contract; all other provisions of the contract that are not inconsistent with this Change Order shall remain in effect. For valuable consideration and by mutual consent of the parties, the project contract is modified as follows:

1. Section I of the Agreement, is hereby modified as follows:

New Pay Item CO01-1, "Tree Stump and Root Removal, LS" is added at a lump sum price of $7,652.55 to the contract to compensate the Contractor for all additional costs associated with the removal of the tree stump and root system.

New Pay Item CO01-2, "Type 1L Catch Basin Complete, LS" is added at a price of $10,500 to the contract to compensate the Contractor for all additional costs associated with the installation of the additional catch basins and storm line realignment.

New Pay Item CO01-3, "CDF of Existing Wooden Water Main, LS" is added at a lump sum price of $5,111.70 to the contract to compensate the Contractor for all additional costs associated with the filling of the existing Wooden Water Main with CDF of which was found during excavation.

New Pay Item CO01-4, "Additional Concrete Roadway Panel Removal, LS" is added at a lump sum price of $3,064.47 to the contract to compensate the Contractor for all additional costs associated with removing the additional concrete roadway.

New Pay Item CO01-5, "Removal of Additional Tree & Stump, LS" is added at a lump sum price of $1,943.22 to the contract to compensate the Contractor for all additional costs associated with removing an additional tree that was causing sidewalk damages.

New Pay Item CO01-6, "Additional Asphalt Demolition, LS" is added at a lump sum price of $8,521.08 to the contract to compensate the Contractor for all additional costs associated with removing the additional asphalt in the roadway to allow for better final roadway restoration.

New Pay Item CO01-7, "Temporary Crosswalk Signs, LS" is added at a lump sum price of $691.81 to the contract to compensate the Contractor for all additional costs associated with the installation of temporary crosswalk signs while the RRFBs are awaiting delivery.

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

Original Contract Sum, including applicable alternates and WSST	$ 319,703.10
Net Change by Previous Change Orders *(incl. applicable WSST)*	$ 0
Current Contract Sum *(incl. Previous Change Orders)*	$ 319,703.10

Current Change Order	**$ 37,484.83**
Applicable WSST Tax on this Change Order	$ 0
Revised Contract Sum	$ 357,187.93

Original Time for Completion	**100 Working Days**
Revised Time for Completion under prior Change Orders	**100 Working Days**
Days Required ± for this Change Order	**0 Working Days**
Revised Time for Completion	**100 Working Days**

The Contractor accepts all requirements of this Change Order by signing below. Also, pursuant to the above-referenced contract, Contractor agrees to waive any protest it may have regarding this Change Order and acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with the work described in this Change Order, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits.

The parties whose names appear below represent that they are authorized to enter into this contract modification, which is binding on the parties of this contract.

3. The Contractor will adjust the amount of its performance bond (if any) for this project to be consistent with the revised contract sum shown in section 2, above.

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:______________________
	APPROVED AS TO FORM: ______________________ Sumner City Attorney

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: March 3, 2025
AGENDA BILL: 25-116

SUBJECT: Resolution No. 1714 -Interlocal Agreement for Inmate Housing with SCORE Jail

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1714 -Interlocal Agreement for Inmate Housing with SCORE Jail

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

The City of Sumner has had an interlocal agreement with the South Correctional Entity known as SCORE since February 2023 and that agreement has since expired by its terms. Both the City of Sumner and SCORE desire to enter into a new successor agreement for the continued contracting of inmate housing. Adopting this resolution would allow the Mayor to enter into a new interlocal agreement under similar terms as the previous agreement.

COUNCIL COMMITTEE/STUDY SESSION: **Public Safety Committee**
MEETING/STUDY SESSION DATE: 2/19/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Adopt Resolution No. 1714 allowing the Mayor to enter into the interlocal agreement with SCORE.

RESOLUTION NO. 1714
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 INMATE HOUSING WITH THE SOUTH CORRECTIONAL ENTITY.

WHEREAS, the City of Sumner needs and desires to have available jail facilities to provide for the custody and care of our misdemeanor inmates; and

WHEREAS, the South Correctional Entity, known as SCORE, owns and operates a consolidated correctional facility in the City of Des Moines to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, both the City of Sumner and the South Correctional Entity desire to enter into an updated jail services agreement for the housing of Sumner inmates; and

WHEREAS, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Cities and Counties Jails Act, Chapter 70.48 RCW; and

WHEREAS, the Sumner City Council Public Safety Committee recommended approving this resolution during their committee meeting on February 19, 2025.

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

Section 1. The Mayor is authorized to enter into the Interlocal Agreement For Inmate Housing with the South Correctional Entity 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 City Council.

APPROVED AND ADOPTED this 3rd day of March 2025.

____
Mayor Kathy Hayden

ATTEST:

____
Michelle Converse, CMC, City Clerk

APPROVED AS TO FORM:

____
City Attorney Andrea Marquez

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF SUMNER a municipal corporation organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the "SCORE Facility") to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means [January 1, 2025.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means until terminated by either party.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.

B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.

C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.

D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.

E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

   Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family Owner or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGAMS.

A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.

B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.

C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.

E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCHC).

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. **EQUAL OPPORTUNITY.**

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq*.).

SECTION 23. MISCELLANEOUS.

A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.

C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.

H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

I. <u>No Joint Venture or Partnership</u>. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

J. <u>Compliance with Applicable Laws and Standards.</u> SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.

K. <u>Continuation of Performance.</u> In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.

L. <u>Representatives; Notices</u>. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.

M. <u>Entire Agreement</u>. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

____
Signature

Title/Name Executive Director Devon Schrum_____

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrum@scorejail.org
Telephone: 206-257-6262

____
Signature

Title/Name: Mayor, Kathy Hayden

NOTICE ADDRESS:

City of Sumner
1104 Maple Street
Sumner, WA 98390
Attention: Police Chief

253-863-6384

Exhibit A

FEES AND CHARGES AND SERVICES

Booking Fee:[1]	$80.00	
Daily Housing Rates:		
General Population – Guaranteed Beds	$148.28	No. of Beds: _____
General Population – Non-Guaranteed Beds	$213.17	
Daily Rate Surcharges:[2]		
Mental Health – Residential Beds	$170.32	
Medical - Acute Beds	$232.45	
Mental Health – Acute Beds	$297.79	
Health Care Services:[3]		
In-Facility Care	Included	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
Transportation Fees:		
SCORE Officer Transport	$89.00/per hour	
Security Services:		
Hospital Security	$89.00/per hour	
Video Court:		
In-Custody Arraignment	Included	

Other Terms & Conditions:

Fees, charges, and services will be annually adjusted each January 1st.

[1] The Booking Fee will be charged to the jurisdiction responsible for housing the inmate
[2] Surcharges are in addition to daily housing rates and subject to bed availability
[3] Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.

2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.

    a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.

    b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.

    c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.

    d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:

   a) The Prison Rape Elimination Act of 2003 (PREA)

   b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and

   c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:

   a) Site visits,

   b) Access to facility data, and

   c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement

   a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or

   b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement

   a) Should SCORE elect to discontinue pursuit of PREA compliance;

   b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or

   c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
   a) Backpacks, suitcases, etc.
   b) Unpackaged food products.
   c) Food products in packaging that have been opened.
   d) Any type of weapon (includes pocket knives).
   e) Liquids.
   f) Helmets or any kind.
   g) Large items that will not fit into a common paper grocery bag.
   h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
    a) Is a violent offender or has displayed violent behavior during present or past incarcerations
    b) Is identified as a threat to law enforcement
    c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: March 3, 2025
AGENDA BILL: 25-117

SUBJECT: Approval of the meeting minutes from the February 18, 2025 Regular Council Meeting and the February 24, 2025 Study Session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Regular Council Meeting Minutes - February 18, 2025
2. Study Session Meeting Minutes - February 24, 2025

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous two council meetings.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.

CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
February 18, 2025 6:00 PM

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

Staff present: Wilson, Marquez, Windish, Steffens, Beagle, Kosa, Raymond, Moericke, Palmer, Littrell and Converse

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

CALL TO ORDER
Pledge of Allegiance
Invocation
Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna and Reinke

COUNCILMEMBER COLE WAS ABSENT. PER COUNCIL RULES, THE MAYOR WAS NOTIFIED. MOVED BY BITETTO SECONDED BY BOWMAN TO EXCUSE COUNCILMEMBER COLE FROM TONIGHT'S MEETING. PASSED BY VOICE VOTE.

CONSENT AGENDA

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

1. PSE Up and Go – Electric Vehicle Chargers at the Wastewater Treatment Facility
2. Maple Street Pedestrian Signal and Citywide Backplates – Construction Contract Award
3. Wastewater Treatment Facility Intrusion and Access Control – Contract Award
4. Approval of the meeting minutes from February 3, 2025, regular council meeting, and the 10h of February 2025 study session.
5. Approval of the check and electronic payment in the amount of $3,652,657.07.

PASSED BY VOICE VOTE.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
   a. **<u>Resolution No. 1713 – 2026/2031 Six-Year Transportation Improvement Program Annual Update</u>**

MOVED BY COUNCILMEMBER CLERGET, SECONDED BY COUNCILMEMBER KENNA TO APPROVE RESOLUTION NO. 1713 – 2026/20231 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM ANNUAL UPDATE.

Assistant Engineering Manager Courtney Littrell addressed the Council. This item had a formal public hearing on February 3, 2025, so no additional comments from the public were taken. Ms.

Littrell noted minor changes of starting dates for some projects since this item was last in front of Council. The information was updated on the City's website.

No comments from Council.

PASSED BY ROLL CALL VOTE. 6-0.

2. **Public Comment**

3. **New Business**

a. **Ordinance No. 2920 – 2025 / 2026 Budget Amendment**

MOVED BY BITETTO SECONDED BY REINKE TO APPROVE ORDINANCE NO. 2920 – 2025 / 2026 BUDGET AMENDMENT.

Chief Financial Officer Kassandra Raymond addressed the Council.

No comments from Council or the public.

PASSED BY ROLL CALL VOTE. 6-0

b. **Ordinance No. 2918 – Delegation Authority 2025 Revenue Bonds (Public Works Operations Facility).**

MOVED BY REINKE SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2918 – DELEGATION AUTHORITY 2025 REVENUE BONDS (PUBLIC WORKS OPERATIONS FACILITY).

Chief Financial Officer Kassandra Raymond addressed the Council. Ms. Raymond noted there was a slight change in the Ordinance originally posted. This information has since been updated on the City's website and revised ordinances were sent under a separate email to council for their review.

No comments from Council or the public.

PASSED BY ROLL CALL VOTE. 6-0.

c. **Ordinance No. 2919 – Amending Sumner Municipal Code 12.30.040 Truck Routes Established.**

MOVED BY ELFERS SECONDED BY CLERGET TO APPROVE ORDINANCE NO. 2919 – AMENDING SUMNER MUNICIPAL CODE 12.30.040 TRUCK ROUTES ESTABLISHED

Assistant Engineering Manager Courtney Littrell addressed the Council.

No comments from Council or the public.

PASSED BY ROLL CALL VOTE. 6-0.

4. **Reports**

a. **<u>Council</u>**

Councilmember Bitetto will be judging the STEM Art Fair at Bonney Lake High School on February 27, 2025.

Councilmembers Reinke, Kenna, Clerget and Deputy Mayor Bowman had nothing to report tonight.

Councilmember Elfers appreciates that Murrey's is also including the Carbon Tax, and the transparency especially when things are getting so expensive. He also mentioned that he attended the Pierce County Economic Development Board program, it looks like Pierce County will be flat the next year economically.

b. **<u>City Administrator</u>**

City Administrator Jason Wilson shared the following:

- February 24, 2025 – Study Session
  - Hazard Mitigation Plan Update
  - Transportation Benefit District Information
- March 3, 2025 – Regular Council Meeting
  - Hops Alley Construction Contract Award
  - Approval of the 2025 Computer Purchase
  - Elm Street Sidewalks - Construction Change Order
  - Public Hearing regarding - Adopting New Residential Target Area for MFTE in East Sumner
  - Ordinance related to the First Quarter Budget Amendment

Personnel Issues:

- Today we had three new employees start.
  - Johnothan Francis is a lateral officer from San Diego County in California. Johnothan's wife is from this area, and they relocated to raise their family. We still have 2025 vacancies to fill (1 now and 1 in July).
  - Lauren Wallin is our new Police Support Services Manager. Lauren is Mark Creley's replacement who retired last year. Lauren has spent over 20 years working civilian roles in law enforcement, most recently serving as the Chief of Staff for the Pierce County Sheriff's office.
  - Erin Schoolcraft is our new Police Records/Evidence Specialist. This was a new position included in the 2025 budget. Erin has previous experience working for SS911, Puyallup and Olympia police departments.

Significant Development Activity:

- On March 3rd at 4pm we will be hosting a public groundbreaking for the new Public Works Operations Facility.

Policy Follow-Up:

- **Legislative Update:** Staff is tracking multiple bills that are working their way through the legislative process. Our lobbyist and professional organizations (AWC, SSHAP, WASPC) are assisting us. Here are some of the bills that the city is providing direct input

- **Key week – see what comes out of committee. Actively engaging.**
    - **Parking in play this week**
        - HB 1491—focused on TOD, suggested amendment
        - SB 5184/HB 1299—ready for vote on Senate floor, Mayor sent message.
    - **SB 5148—Housing elements of a Comp Plan would go to State**
        - City registered as oppose, Ryan watching
        - Eliminates/undercuts all community engagement in their own plan
        - Mayor signed in as opposed for 2/18 hearing
    - **HB 1252-accountability for judges with pretrial release**
        - Deputy Chief testifying this week in favor.
        - Requires the court, in such circumstances, to specify in a written order the rationale for releasing an adult or juvenile on personal recognizance, declining to order electronic monitoring, or setting bail or a probation bond that is less than what the prosecutor recommended.
        - For example, the shooting at our Winco parking lot.
        - Awaiting committee action
    - **HB1710/1750—**Seem to increase opportunity for voters to sue local government if they don't like how an election goes. Liability? Hearing on 2/22
    - **Awaiting Committee Action**
        - Will focus rest of this session on items passing out of committee
        - Will keep "dead bills" to form 2026 agenda
        - Too many in play this week to list
            - Update to police speaking with juveniles
            - Prevailing wage requirements
            - Use of REET Funds
            - Requiring transitional & affordable housing in all residential zones
            - Requiring businesses and cafes in residential zones
            - $100 million for law-enforcement hires
    - Submitted our Local Capital Projects ask for Stewart Road Bridge funding through Rep Stokesbary & Senator Fortunato
    - Working on a day in March to visit legislators.

Mayor

Mayor Hayden thanked the state legislators in the 31st and the 25th districts for keeping in touch with us and listening to our feedback on all the bills being introduced and considered at the state level. There are a mountain of bills being introduced this year.

The Community Summit returns March 13, 2025. This year we are doing a hygiene drive that is also a competition between the Valley and the Hill. Drop off personal hygiene items, here at City Hall in our lobby. A little friendly competition is always fun and the real winners are those who need the items.

5. Executive Session

There was no Executive Session this evening.

6. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 6:31pm. Councilmembers concurred.

ATTEST:

____
Kathy Hayden, Mayor

____
Michelle Converse, CMC, City Clerk

February 3, 2025

Michelle Converse,

Please forward the following thoughts to the city council for tonight's City Council meeting.

Thank you kindly,

Randall Adams 15013 63rd St Ct E, Sumner WA 98390

With the City now saying that the 2nd deed regarding the Ryan House is invalid, where do we all stand. Is this the reason that the city offered twice in the last 16 months to walk away from the Ryan House because you have not complied with the 1st deed over the last 45 years by not having a library there or to simply save money? Remember, the first deed states a library and a park, not or as was stated in the 2nd deed. Maybe now is the time to save the city the 360K you have allocated to demolish it and give it back to the Ryan heirs?

I have spoken with well-known local contractors who embrace the idea of the city releasing the property so that we do not have to deal with the prevailing wages and bid processes that you do. Instead, being able to work with known subcontractors donating their time and suppliers who either donate completely or substantially discount the costs of their goods to help this come together. Also, a private banker for contractors, who has been personally active in building nonprofit homes for people in need @ an average expense of 52% of normal costs has expressed his willingness to help. Lastly, there have been serious conversations with a reputable well-known non-profit for assistance in the operation &/or guidance of a rebuilt Ryan House.

Yes, all of these extremely reputable folks are also interested in what the vision is for the Ryan House's future to ensure its ability to sustain itself. Those ideas are being worked out, yet I can tell you that under no circumstances will it be under the auspices of the Historical Society as had been done previously. Hopefully there will be pieces that celebrate Sumner's history inside to be shown off, though they can only be a part of the home's future.

Gregorio Esparza was a defender in the Alamo, his brother Francisco was a reserve in the Mexican Army. After the fall of the Alamo, Francisco found his brother and asked permission to bury him. His request was accepted and Gregorio was the only defender of the Alamo who was given a Christian burial. At ceremonies at the Alamo, the Esparza descendants are often included & celebrated as honored guests. I tell you this because I have an amazing sister-in-law who is an Esparza descendant & the family has gatherings of over 200 that get together to celebrate their unique & important part in Texas history.

My reason for telling you this is to ask: Why don't we include & celebrate the heirs of the Kincaid, Woolery, Ryan families & more in Sumner Celebrations downtown! Those annual celebrations could be in conjunction with other events, starting at the Ryan House and having the people who come to Sumner visit both the Ryan House with its historic information, shop Main Street and finalize their day with a concert in Knoblach Heritage Park. That would also be a great way to educate our new families on how we became this wonderful oasis that we all love & to celebrate WE ARE SUMNER! We can do this!

Remember, William Kincaid & Ezra Meeker both voted to acquit Chief Leschi at his first trial. Thus, we also have a special connection with the local Tribes that should also be celebrated and the Kincaid portion of the Ryan House is a part of that connection.

Thank you, Council Members for your time to read these thoughts.

Randall Adams

STUDY SESSION MINUTES
City Hall – 1104 Maple Street
February 24, 2025 6:00pm

Staff present: Wilson, Marquez, Windish, Palmer, Kosa, Beagle, Steffens, Raymond and Brazitis

Councilmembers present: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna and Reinke

THE MEETING WAS CALLED TO ORDER AT 6:00PM BY MAYOR HAYDEN.

STUDY SESSION BUSINESS

1. 2025-2030 Hazard Mitigation Plan Discussion
   Evan Brazitis, Emergency Management and Safety Coordinator
2. Transportation Benefit Districts (TBDs)
   City Administrator Jason Wilson

EXECUTIVE SESSION

MAYOR HAYDEN ADJOURNED THE STUDY SESSION INTO EXECUTIVE SESSION AT 7:20PM, FOR THE PURPOSES OF DISCUSSING WITH LEGAL COUNSEL, LITIGATION OR POTENTIAL LITIGATION, PURSUANT TO RCW 42.30.110(1)(I)(II) FOR A PERIOD OF TEN MINUTES. THERE WILL BE NO ACTION TO FOLLOW.

ADJOURNMENT

With no additional items for discussion, Mayor Hayden adjourned the meeting at 7:35pm.

Attest:

____
Kathy Hayden, Mayor

____
Michelle Converse, City Clerk

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: March 3, 2025
AGENDA BILL: 25-33

SUBJECT: Hops Alley & Heritage Park Phase 2 - Construction Contract Award **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: $3,238,272.96 Within Budget Allocation: Yes

ATTACHMENTS:
1. Hops Alley & Heritage Park Phase 2 - Construction Contract

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:
The City has worked to re-imagine Reuben Knoblauch Heritage Park as a more active, useful heart of the City for special events and everyday use. The City will also be activating the adjacent alley, naming it Hops Alley, to serve as a flexible event space and for a more accessible and inviting parking area for its daily use.

Four (4) bids were received on February 18, 2025 for this project. The lowest responsible bidder was submitted by Neeley Construction Company, with a base bid amount of $1,713,881.96, Additive Alternative #1 bid amount of $1,499,635.35, and Additive Alternate #2 bid amount of -$269,632.80 for a total bid amount of $2,943,884.51. With a 10% construction contingency, the low bid is $3,238,272.96. The engineer's estimate for this project was $4,284,559.80.

The Contractor will have one hundred and sixty-five (165) days to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: **Community Development Committee**
MEETING/STUDY SESSION DATE: 2/27/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Neeley Construction Company, in an amount not-to-exceed $3,238,272.96 for the Hops Alley/Heritage Park Phase 2 project (CIP 24-10), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT
between City of Sumner and

Neeley Construction Company

THIS AGREEMENT, made and entered into this day ______________________, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Neeley Construction Company, 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

Exhibit A - Hops Alley/Heritage Park Phase 2 (CIP 24-10)

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. **<u>Insurance and Indemnity.</u>** The following insurance and indemnification provisions shall apply to all of the above described work.

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

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

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed

Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

N. Additional Insurance

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

IV. 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.

V. 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.

VI. 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.

VII. 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:	**CITY OF SUMNER:**
By:____________________ *(signature)* Print Name:__________ Its____________________ *(Title)* DATE:____________________	By:____________________ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:____________________ By:____________________ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* DATE:____________________ Attest: Approved as to form: ____________ ____________ City Clerk City Attorney DATE:________ DATE:________

NOTICES TO BE SENT TO: **CONTRACTOR:** Neeley Construction Company Mitch Neeley, President 111 23rd Street SE Puyallup, WA 98372 253-845-8838 bids@neeleycorp.com	**NOTICES TO BE SENT TO:** **CITY OF SUMNER:** Alisa O'Haver-Ayala, Public Works Deputy Director – Engineering / City Engineer City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5703 alisao@sumnerwa.gov

EXHIBIT A

PROPOSAL – SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

Cash	☐	In the Amount of ____________________
Cashier's Check	☐	___ Dollars
Certified Check	☐	($ ________________) Payable to the City of Sumner
Proposal Bond	☒	In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) 1 , 2 , & 3

Signature of Authorized Official(s)

Proposal Must be Signed →	Mitch Neeley
Title:	President
Firm Name:	Neeley Construction Company
Address:	111 23rd Street SE
	Puyallup, WA 98372
State of Washington Contractor's License No.:	NEELECC853RB
Federal ID No.	91-0759164
UBI #	275 004 829

Note:

(1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Sumner will be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to Section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Item 6" of the Instruction to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: CIP 24-10.

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 **HERITAGE PARK PHASE 2, CIP 24-10**, for the amounts stated below including sales tax for the base bid and additives based on the schedule of prices.

2. AREA 1 – ALLEY BASE BID $ ~~1,699,208.96~~ $1,713,881.96

3. Additives. Owner may accept all, part, or none of listed Additive Bids listed below. Apparent low bidder selection may be based on the total of the Base Bid plus those additive bids the Owner chooses to accept (at sole discretion of Owner).

a. AREA 2 – PARK ADD ALTERNATIVE #1 $ 1,499,635.35

b. AREA 2 – PARK ADD ALTERNATIVE #2 $ ~~(252,988.80)~~ ($269,632.80)

c. AREA 2 – PARK ADD ALTERNATIVE #3 $ ~~109,500.~~ NOT USED

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

Schedule of Prices
Base Bid
Heritage Park Improvements - Area 1 Alley
Sumner, WA

Item No.	Estimated Quantity	Unit	Description of Item	Spec Sect.	Unit Price	Amount
Heritage Park - Area 1 Alley						
101	1	LS	Construction Surveying	1-05	Lump Sum	$ 20,000.
102	1	LS	ADA Features Surveying	1-05	Lump Sum	$ 1500.
103	1	LS	Record Drawings	1-05	Lump Sum	$ 2500.
104	-	FA	Property Restoration	1-07	$10,000.00	$10,000.00
105	1	LS	Mobilization	1-09	Lump Sum	$ 60,000.
106	1	LS	Project Temporary Traffic Control	1-10	Lump Sum	$ 5000.
107	1	LS	Clearing and Grubbing	2-01	Lump Sum	$ 20,000.
108	1	LS	Removal of Structure and Obstructions	2-02	Lump Sum	$ 45,000.
109	10	EA	Potholing	2-02	$ 300.	$ 3000.
110	50	CY	Unsuitable Foundation Excavation **Including Haul**	2-03	$ 240.	$ 12,000.
111	1	LS	Excavation, Embankment, and Grading	2-03	Lump Sum	$ 20,000
112	1	LS	Shoring or Extra Excavation Class B	2-09	Lump Sum	$ 25,000
113	-	FA	Hazardous Material Removal	2-13	$15,000.00	$15,000.00
114	500	SF	Replacement Cement Concrete Panel	5-01	$ 30.	$ 15,000.
115	~~2,150~~ **2,200**	SF	Porous Hot Mix Asphalt (PHMA)	5-04	$ 16.	$ 35,200.
116	~~6,100~~ **6,600**	SF	HMA CL. 1/2in. PG 64H-22	5-04	$ 9.	$ 59,400.

Schedule of Prices Base Bid Heritage Park Improvements - Area 1 Alley Sumner, WA						
Item No.	**Estimated Quantity**	**Unit**	**Description of Item**	**Spec Sect.**	**Unit Price**	**Amount**
117	~~650~~ **450**	SF	Heavy-Duty Cement Concrete Type 1	5-05	$ 30.	$ 13500.
118	1	LS	Storm~~water~~ System Complete	7-06	Lump Sum	$ 100,000.
119	1	LS	Water System Complete	7-10	Lump Sum	$ 100,000.
120	1	LS	~~Sanitary~~ Sewer System Complete	7-16	Lump Sum	$ 10,000.
121	1	LS	~~Erosion/Water Pollution Control~~ **Erosion Control and Water Pollution Prevention**	8-01	Lump Sum	$ 10,000.
122	228	LF	Root Barrier	8-02	$ 12	$ 2736.
123	18	CY	Mulch	8-02	$ 75.	$ 1350.
124	200	CY	Topsoil A	8-02	$ 60.	$ 12,000.
125	10	EA	Planting Trees PSIPE (Trees provided by owner)	8-02	$ 300.	$ 3000.
126	10	EA	Planting – ALLIUM STIPITATUM 'WHITE GIANT' ~~1 GAL.~~ **BULB** - PSIPE	8-02	$ 15.	$ 150.
127	17	EA	Planting –ALLIUM GIGANTEUM ~~1 GAL.~~ **BULB** - PSIPE	8-02	$ 15.	$ 255.
128	~~16~~ **20**	EA	Planting – ALLIUM 'MILLENIUM' ~~1 GAL.~~ **4" POT** - PSIPE	8-02	$ 20.	$ 400.
129	83	EA	Planting – ACHILLEA 'MOONSHINE' 1 GAL. - PSIPE	8-02	$ 20	$ 1660.
130	112	EA	Planting – ARMERIA MARITIMA ~~1 GAL.~~ **4" POT** - PSIPE	8-02	$ 12.	$ 1344.
131	6	EA	Planting – ARCTOSTAPHYLOS UVA-URSI - 1 GAL. - PSIPE	8-02	$ 20.	$ 120.
132	57	EA	Planting – BOUTELOUA GRACILIS 'BLONDE AMBITION'– 1 GAL. - PSIPE	8-02	$ 22.	$ 1254.

Schedule of Prices Base Bid Heritage Park Improvements - Area 1 Alley Sumner, WA						
Item No.	**Estimated Quantity**	**Unit**	**Description of Item**	**Spec Sect.**	**Unit Price**	**Amount**
133	21	EA	Planting – CALLUNA VULGARIS 'SPRING TORCH'– 1 GAL. - PSIPE	8-02	$ 25.	$ 525.
134	264	EA	Planting – CAMASSIA QUAMASH ~~1 GAL.~~ **BULB** - PSIPE	8-02	$ 7.	$ 1848.
135	~~21~~	~~EA~~	~~Planting – CALLUNA VULGARIS 'SPRING TORCH'– 1 GAL. – PSIPE~~ **NOT USED**	~~8-02~~	~~$~~	~~$~~
136	10	EA	Planting – CORNUS SERICEA 'KELSEYI' – 1 GAL. - PSIPE	8-02	$ 22.	$ 220.
137	17	EA	Planting – DICENTRA FORMOSA ~~1 GAL.~~ **4" POT** - PSIPE	8-02	$ 12.	$ 204.
138	12	EA	Planting – DAPHNE X MEDFORDENSIS 'LAWRENCE CROCKER' – ~~1~~ **2** GAL. - PSIPE	8-02	$ 45.	$ 540.
139	51	EA	Planting – FESTUCA IDAHOENSIS ~~1 GAL.~~ **4" POT** - PSIPE	8-02	$ 10.	$ 510.
140	7	EA	Planting – GAULTHERIA SHALLON 1 GAL. - PSIPE	8-02	$ 22.	$ 154.
141	~~18~~ **20**	EA	Planting – IBERIS SEMPERVIRENS ~~1 GAL.~~ **4" POT**. - PSIPE	8-02	$ 12.	$ 240.
142	31	EA	Planting – LIRIOPE SPICATA ~~1 GAL.~~ **4" POT**. - PSIPE	8-02	$ 12.	$ 372.
143	~~85~~ **82**	EA	Planting – NARCISSUS ~~1 GAL.~~ **BULB**. - PSIPE	8-02	$ 8.	$ 656.
144	~~6~~ **9**	EA	Planting – PENNISETUM ALOPECUROIDES 'HAMELN' - 1 GAL. - PSIPE	8-02	$ 22.	$ 198.00
145	9	EA	Planting – PRUNUS LAUROCERASUS 'MT VERNON' - 1 GAL. - PSIPE	8-02	$ 22.	$ 198.
146	7	EA	Planting – PARAHEBE PERFOLIATA 1 GAL. - PSIPE	8-02	$ 35.	$ 245.
147	3	EA	Planting – PROSTANTHERA CUNEATA ~~1~~ **2** GAL. - PSIPE	8-02	$ 70.	$ 210.
148	~~17~~ 18	EA	Planting – RUDBECKIA FULGIDA 'GOLDSTURM' -1 GAL. - PSIPE	8-02	$ 20.	$ 360.

Schedule of Prices Base Bid Heritage Park Improvements - Area 1 Alley Sumner, WA						
Item No.	**Estimated Quantity**	**Unit**	**Description of Item**	**Spec Sect.**	**Unit Price**	**Amount**
149	25	EA	Planting – SMILACINA RACEMOSA ~~1 GAL.~~ **4" POT** - PSIPE	8-02	$ 25.	$ 625.
150	~~62~~ **64**	EA	Planting – SESLERIA AUTUMNALIS 1 GAL. - PSIPE	8-02	$ 20.	$ 1280.
151	29	EA	Planting – TRILLIUM OVATUM ~~1 GAL.~~ **4" POT** – PSIPE	8-02	$ 25.	$ 725.
152	~~32~~ **38**	EA	Planting – THYMUS SERPYLLUM ~~1 GAL.~~ **4" POT**. – PSIPE	8-02	$ 15.	$ 570.
153	2	EA	Planting – VACCINIUM OVATUM ~~1~~ **3** GAL. – PSIPE	8-02	$ 65.	$ 130.
154	10	EA	Planting – HUMULUS LUPULUS 1 GAL. – PSIPE	8-02	$ 30.	$ 300.
155	1	LS	Irrigation System – Complete	8-03	Lump Sum	$ 40,000
156	45	LF	Cement Concrete Traffic Curb and Gutter	8-04	$ 80.	$ 3600.
157	480	LF	Cement Concrete Traffic Curb	8-04	$ 60.	$ 28,800.
158	~~280~~ **290**	LF	Cement Concrete Pedestrian Curb Type 1	8-04	$ 70.	$ 20,300.
159	90	LF	Cement Concrete Pedestrian Curb Type 2	8-04	$ 120.	$ 10,800.
160	25	LF	Cement Concrete Pedestrian Curb Type 3	8-04	$ 120.	$ 3000.
161	100	LF	Cement Concrete Pedestrian Curb Cap	8-04	$ 110	$ 11,000.
162	190	SF	Commercial Concrete Driveway	8-06	$ 35.	$ 6650.
163	1,080	SF	Unit Pavers	8-14	$ 20.	$ 21,600.
164	350	SF	Cement Concrete Sidewalk Type 1	8-14	$ 15.	$ 5250.
165	1,370	SF	Cement Concrete Sidewalk Type 2	8-14	$ 18.	$ 24,660.

Schedule of Prices Base Bid Heritage Park Improvements - Area 1 Alley Sumner, WA						
Item No.	**Estimated Quantity**	**Unit**	**Description of Item**	**Spec Sect.**	**Unit Price**	**Amount**
166	~~60~~ **50**	SF	Detectable Warning Surface	8-14	$ 28.	$ 1400.
167	1	LS	Site Electrical System Complete	8-20	Lump Sum	$ 160000.
168	1	LS	Site Illumination System Complete	8-20	Lump Sum	$ 200000.
169	1	LS	Permanent Signing	8-21	Lump Sum	$ 3000.
170	1	LS	Pavement Marking	8-22	Lump Sum	$ 3000.
171	19	EA	Cement Concrete Wheel Stop	8-26	$ 150.	$ 2850.
172	3	EA	Removable Bollard	8-27	$ 3000.	$ 9000.
173	3	EA	Removable Bollard Relocation	8-27	$ 600.	$ 1800
174	1	LS	Trash Enclosure – Concrete	8-33	Lump Sum	$ 50,000
175	1	LS	Trash Enclosure – Metal Fence and Gates	8-33	Lump Sum	$ 90000
176	1	LS	Trash Enclosure – Roof Structure	8-33	Lump Sum	$ 6000.
177	85	LF	Cable Rail Fence	8-34	$ 200.	$ 17000.
178	1	LS	Vertical Screen Structure	8-35	Lump Sum	$ 15000
179	2	EA	Alley Entry Signs	8-36	$ 36000	$ 72000.
180	18	EA	Planting Soil Cells	8-37	Lump Sum	$ 18000
181	~~130~~ **160**	LF	Metal Planter Wall	8-38	$ 500	$ 80000.
182	110	LF	Timber Bench (Type A, B, C, D, E, F)	8-39	$ 400.	$ 44,000.

Schedule of Prices Base Bid Heritage Park Improvements - Area 1 Alley Sumner, WA						
Item No.	Estimated Quantity	Unit	Description of Item	Spec Sect.	Unit Price	Amount
			Subtotal		$1,565,189.00	~~$1,551,789.00~~
			Sales Tax (9.5%)		$148,692.96	~~$147,419.96~~
			Total		$1,713,881.96	~~$1,699,208.96~~

Schedule of Prices
Add Alternative #1
Heritage Park Improvements – Area 2 Park
Sumner, WA

Item No.	Estimated Quantity	Unit	Description of Item	Spec Sect.	Unit Price	Amount
Heritage Park – Area 2 Park – Add Alternative #1						
201	1	LS	Construction Surveying	1-05	Lump Sum	$ 10000
202	1	LS	ADA Features Surveying	1-05	Lump Sum	$ 100. m
203	1	LS	Record Drawings	1-05	Lump Sum	$ 2500
204	-	FA	Property Restoration	1-07	$10,000.00	$10,000.00
205	1	LS	Mobilization	1-09	Lump Sum	$30000
206	1	LS	Project Temporary Traffic Control	1-10	Lump Sum	$ 2500. m.
207	1	LS	Clearing and Grubbing	2-01	Lump Sum	$ 8000. m.
208	1	LS	Removal of Structure and Obstructions	2-02	Lump Sum	$ 40000 m.
209	10	EA	Potholing	2-02	$ 250	$ 2500
210	50	CY	Unsuitable Foundation Excavation **Including Haul**	2-03	$ 220	$ 11000
211	1	LS	Excavation, Embankment, and Grading	2-03	Lump Sum	$90000
212	1	LS	Shoring or Extra Excavation Class B	2-09	Lump Sum	$10000
213	-	FA	Hazardous Material Removal	2-13	$15,000.00	$15,000.00
214	7,400	SF	Heavy-Duty Cement Concrete Type 2	5-05	$ 25	$185000
215	1	LS	Storm~~water~~ System Complete	7-06	Lump Sum	$60000
216	1	LS	Water System Complete	7-10	Lump Sum	$20000

Schedule of Prices
Add Alternative #1
Heritage Park Improvements – Area 2 Park
Sumner, WA

Item No.	Estimated Quantity	Unit	Description of Item	Spec Sect.	Unit Price	Amount
217	1	LS	~~Erosion/Water Pollution Control~~ **Erosion Control and Water Pollution Prevention**	8-01	Lump Sum	$10,000
218	166	CY	Topsoil A	8-02	$ 50.	$ 8300
219	18	CY	Mulch	8-02	~~$ 2500~~ 70.	$ ~~2500~~ 1260. m.
220	3	EA	Planting Trees PSIPE (Trees Provided by owner)	8-02	~~$ 10000.~~ 250	~~$ 10000.~~ 750 m.
221	32	EA	Planting – ALLIUM STIPITATUM 'WHITE GIANT' ~~1 GAL.~~ **BULB** – PSIPE	8-02	~~$ 30000.~~ 12	~~$ 30000.~~ 384 m.
222	25	EA	Planting –ALLIUM GIGANTEUM ~~1 GAL.~~ **BULB**. – PSIPE	8-02	$ 14	$ 350
223	35	EA	Planting – ALLIUM 'MILLENIUM' ~~1 GAL.~~ **4" POT** – PSIPE	8-02	~~$ 8000.~~ 20	~~$ 8000.~~ 700 m.
224	60	EA	Planting – ACHILLEA 'MOONSHINE' 1 GAL. – PSIPE	8-02	~~$ 40000.~~ 20	~~$ 40000.~~ 1200 m.
225	29	EA	Planting – ARMERIA MARITIMA ~~1 GAL.~~ **4" POT** – PSIPE	8-02	~~$ 250~~ 12.	~~$ 2500.~~ 348. m.
226	10	EA	Planting – ARCTOSTAPHYLOS UVA-URSI – 1 GAL. – PSIPE	8-02	~~$ 220~~ 20	~~$ 11000.~~ 200. m.
227	15	EA	Planting – BOUTELOUA GRACILIS 'BLONDE AMBITION'– 1 GAL. – PSIPE	8-02	~~$ 90000~~ 20	~~$ 90000.~~ ~~500~~ 300 m.
228	25	EA	Planting – CALLUNA VULGARIS 'SPRING TORCH'– 1 GAL. – PSIPE	8-02	~~$ 10000~~ 20. ~~4~~	~~$ 10000~~ ~~300.~~ ~~4~~ 500 m.
229	156	EA	Planting – CAMASSIA QUAMASH ~~1 GAL.~~ **BULB**. – PSIPE	8-02	$ 6	$ 936.
230	~~25~~	~~EA~~	~~Planting – CALLUNA VULGARIS 'SPRING TORCH'– 1 GAL. – PSIPE~~ **NOT USED**	~~8-02~~	$	$
231	11	EA	Planting – CORNUS SERICEA 'KELSEYI' – 1 GAL. – PSIPE	8-02	$ 20	$ 220.
232	~~3~~ **12**	EA	Planting – ~~RHODODENDRON 'GLACIER'~~ **LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE'** - 1 GAL. - PSIPE	8-02	$ 22	$ 264.

Schedule of Prices
Add Alternative #1
Heritage Park Improvements – Area 2 Park
Sumner, WA

Item No.	Estimated Quantity	Unit	Description of Item	Spec Sect.	Unit Price	Amount
233	28	EA	Planting – SMILACINA RACEMOSA ~~1 GAL.~~ **4" POT** - PSIPE	8-02	$ 23	$ 644
234	~~3~~	~~EA~~	~~Planting – RHODODENDRON 'GLACIER' - 1 GAL. – PSIPE~~ **NOT USED**	~~8-02~~	~~$~~	~~$~~
235	~~28~~	~~EA~~	~~Planting – SMILACINA RACEMOSA 1 GAL. – PSIPE~~ **NOT USED**	~~8-02~~	~~$~~	~~$~~
236	43	EA	Planting – SESLERIA AUTUMNALIS 1 GAL. - PSIPE	8-02	$ 20	$ 860
237	20	EA	Planting – TRILLIUM OVATUM ~~1 GAL.~~ **4" POT**. - PSIPE	8-02	$ 23	$ 460
238	35	EA	Planting – THYMUS SERPYLLUM ~~1 GAL.~~ **4" POT** - PSIPE	8-02	$ 13	$ 455
239	~~XX~~	~~LF~~	~~Root Barrier~~ **NOT USED**	~~8-02~~	~~$~~	$
240	31	EA	Planting – CORNUS UNALASCHKENSIS 1 GAL. - PSIPE	8-02	$ 20	$ 620
241	38	EA	Planting – DICENTRA FORMOSA ~~1 GAL.~~ **4" POT** - PSIPE	8-02	$ 13	$ 494
242	11	EA	Planting – DAPHNE X MEDFORDENSIS 'LAWRENCE CROCKER' – ~~1~~ **2** GAL. - PSIPE	8-02	$ 45	$ 495
243	21	EA	Planting – FESTUCA IDAHOENSIS ~~1 GAL.~~ **4" POT**. - PSIPE	8-02	$ 10	$ 210
244	5	EA	Planting – GAULTHERIA SHALLON 1 GAL. - PSIPE	8-02	$ 20	$ 100
245	28	EA	Planting – IBERIS SEMPERVIRENS ~~1 GAL.~~ **4" POT**. - PSIPE	8-02	$ 11	$ 308
246	235	EA	Planting – NARCISSUS ~~1 GAL.~~ **BULB**. - PSIPE	8-02	$ 8	$ 1880
247	30	EA	Planting – PENNISETUM ALOPECUROIDES 'HAMELN' - 1 GAL. - PSIPE	8-02	$ 20	$ 600
248	4	EA	Planting – PRUNUS LAUROCERASUS 'MT VERNON' - 1 GAL. - PSIPE	8-02	$ 22	$ 88

Schedule of Prices Add Alternative #1 Heritage Park Improvements – Area 2 Park Sumner, WA						
Item No.	**Estimated Quantity**	**Unit**	**Description of Item**	**Spec Sect.**	**Unit Price**	**Amount**
249	16	EA	Planting – POLYSTICHUM MUNITUM 1 GAL. - PSIPE	8-02	$ 20	$ ~~160~~ 320.
250	10	EA	Planting – PARAHEBE PERFOLIATA 1 GAL. - PSIPE	8-02	$ 32	$ 320
251	8	EA	Planting – PROSTANTHERA CUNEATA – ~~1~~ **2** GAL. - PSIPE	8-02	$ 68	$ 544
252	27	EA	Planting – RUDBECKIA FULGIDA 'GOLDSTURM' -1 GAL. - PSIPE	8-02	$ 20	$ 540
253	1	LS	Irrigation System – Complete	8-03	Lump Sum	$20000
254	65	SF	Cement Concrete Sidewalk Type 1	8-14	$ 32	$ 2080
255	1	LS	Site Electrical System Complete	8-20	Lump Sum	$52,200.
256	1	LS	Site Illumination System Complete	8-20	Lump Sum	$200,000
257	233	LF	Metal Planter Wall	8-38	$ 400	$93200
258	5	EA	Large Umbrella and Footing	8-40	$ 6500	$32500
259	2	EA	Utility Access Covers	8-40	$ 2500	$ 5000
260	2	EA	Stacked Timber Bench	8-41	Lump Sum	$ 14000
261	1	LS	Built-in Wood Seating Complete	8-42	Lump Sum	$90000.
262	152	LF	Concrete Seatwall Planter	8-43	$ ~~8~~ 2100.	$319,200
263	1	LS	Park Entry Sign Complete	8-44	Lump Sum	$100.

Schedule of Prices Add Alternative #1 Heritage Park Improvements – Area 2 Park Sumner, WA						
Item No.	Estimated Quantity	Unit	Description of Item	Spec Sect.	Unit Price	Amount
			Subtotal			$1,369,530.00
			Sales Tax (9.5%)			$130,105.35
			Total			$1,499,635.35

Schedule of Prices
Add Alternate #2
Heritage Park Improvements Area 2 - Park CIP Seatwall Planter
Sumner, WA

Item No.	Estimated Quantity	Unit	Description of Item	Spec Sect.	Unit Price	Amount
Heritage Park Area 2 - Park - Sumner, WA						
300	152	LF	Cast-in-Place Concrete Seatwall Planter	8-44	$ 480.	$ 72,960.
301	-152	LF	DEDUCT – ADD ALT 1 – ITEM 262	8-44	$2,100 $ ~~2000.~~	($319,200) ~~($304,000)~~
			Subtotal		($246,240.00)	~~($231,040)~~
			Sales Tax (9.5%)		($23,392.80)	~~$ (21,948.80)~~
			Total		($269,632.80)	~~($252,988.80)~~

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

____,
Neeley Construction Company

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 con tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-l.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 par ties, 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. 7401-767lq.) 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. 7401-767lq) 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 par ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB 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 at tempting 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.

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: March 3, 2025
AGENDA BILL: 25-118

SUBJECT: Ordinance No. 2922 - Updates to Multifamily Tax Exemption Code (SMC 3.52) and Residential Target Areas

CATEGORY: Public Hearings

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2922 - Updates to Multifamily Tax Exemption Code (SMC 3.52) and Residential Target Areas
2. MFTE Presentation
3. Staff Report

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

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SUMMARY BACKGROUND:

Ordinance No. 2922 is consistent with the 2024 Comprehensive Plan policies and would amend the Multifamily Tax Exemption (MFTE) program to: 1) remove the 8-year market rate MFTE within the Town Center and only allow the 12-year MFTE for affordable developments; and 2) expand the residential target area in East Sumner to include the entire East Sumner Neighborhood Plan area.

The MFTE is a tax incentive for the purpose of expanding housing options within designated “residential target areas.” Properties qualifying for the tax exemption do not pay property taxes on the value of new housing construction, conversion or rehabilitation. However, the exemption does not apply to the value of the land itself or non-residential improvements to the property. A local government may choose under state law to offer an 8-, 12-, or 20-year tax exemption. Twelve and 20-year programs must require that a certain percentage of the housing be affordable to low and moderate income households.

The City Council first adopted an MFTE program in 2019 for the Town Center, and it included both an allowance for an 8-year exemption for market rate projects and a 12-year exemption for affordable housing development. In 2022, the City Council expanded the residential target areas to include a portion of the East Sumner Neighborhood, but only for the 12-year exemption with the intent of providing an incentive for affordable housing to low and moderate-income households.

On January 6, 2025, the City Council adopted the 2024 Comprehensive Plan Periodic Update as mandated by the state Growth Management Act (GMA). The update includes required policies addressing how the City will accommodate housing for all income bands as required by GMA. The 2024 Comprehensive Plan includes a number of ways that the City can increase incentives and opportunities for affordable housing, especially for households earning below 80% of the area median income (AMI). Ordinance No. 2922 and amendments to the MFTE code (SMC 3.52) would implement these Comprehensive Plan Policies.

On January 21, 2025, the City Council adopted Resolution No. 1705, setting the public hearing date for March 3, 2025. The public hearing has been legally noticed per state law (RCW 84.14.040).

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE: 9/19/2024
COMMITTEE RECOMMENDATION: Study sesssion was informational only.

STAFF RECOMMENDATIONS/MOTION:

Move to approve Ordinance No. 2922 amending the Multifamily Tax Exemption Code and expanding residential target areas in East Sumner.

ORDINANCE NO. 2922
CITY OF SUMNER, WASHINGTON

AN ORDINANCE EXPANDING THE MULTIFAMILY PROPERTY TAX EXEMPTION (MFTE) RESDIENTIAL TARGET AREA TO INCLUDE THE ENTIRE BOUNDARY OF THE EAST SUMNER NEIGHBORHOOD AND ELIMINATING THE 8-YEAR MFTE OPTION FOR THE TOWN CENTER IN ORDER TO PROMOTE THE DEVELOPMENT OF AFFORDABLE HOUSING FOR LOWAND MODERATE INCOME HOUSEHOLDS.

WHEREAS, the City Council approved the City of Sumner 2021 Housing Action Plan which contained 14 actions for promoting affordable housing; and

WHEREAS, the East Sumner Neighborhood Plan contains properties zoned for multifamily development that offer an opportunity for substantial new residential development at 25-40 dwelling units per acre; and

WHEREAS, in 2021 the City of Sumner Multifamily Tax Exemption program was expanded beyond the Town Center to facilitate the development of affordable housing; and City of Sumner places significant value on walkability and connectivity in the downtown; and

WHEREAS, the City of Sumner is required to update the Sumner Comprehensive Plan, and to implement the affordable housing requirements of the Growth Management Act, RCW 36.70A; and

WHEREAS, the City of Sumner hereby expands the Multifamily Tax Exemption residential target area in East Sumner Neighborhood to include the entire boundary of the East Sumner Neighborhood planning area for multifamily housing; and

WHEREAS, the Town Center has seen success with development of multifamily housing utilizing the 8-year market rate rent option and will further benefit from a MFTE that is only available for the 12-year affordable housing option; and

WHEREAS, in order to justify the tax abatement program, it is appropriate that the residential development, to which the tax abatement program would apply, establish a long term benefit to the City; and

WHEREAS, the residential development to which the tax abatement program would apply should also reflect a minimum investment; and

WHERAS, the proposed regulations provide a benefit, based on research of surrounding jurisdictions, interviews with developers, and real estate professionals and community input; and

WHEREAS, on January 21, 2025, the City Council adopted Resolution No. 1705 setting the public hearing date for March 3, 2025 and the public hearing was legally noticed per state law (RCW 84.14.040).

WHEREAS, the City has completed a public process including a public hearing with the City Council on March 3, 2025.

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

Section 1. That section 3.52.040, paragraph A. "Terms of the Tax Exemption" of the Sumner Municipal Code is hereby amended to read as follows:

3.52.040 Terms of the tax exemption.

A. Duration of Exemption. The value of new housing construction, conversion, and rehabilitation improvements qualifying under this chapter is exempt from ad valorem property taxation, as follows:

1. For properties for which applications for certificates of tax exemption eligibility are submitted under this chapter, the value is exempt:

a. ~~For eight successive years beginning January 1st of the year immediately following the calendar year of issuance of the certificate; or~~

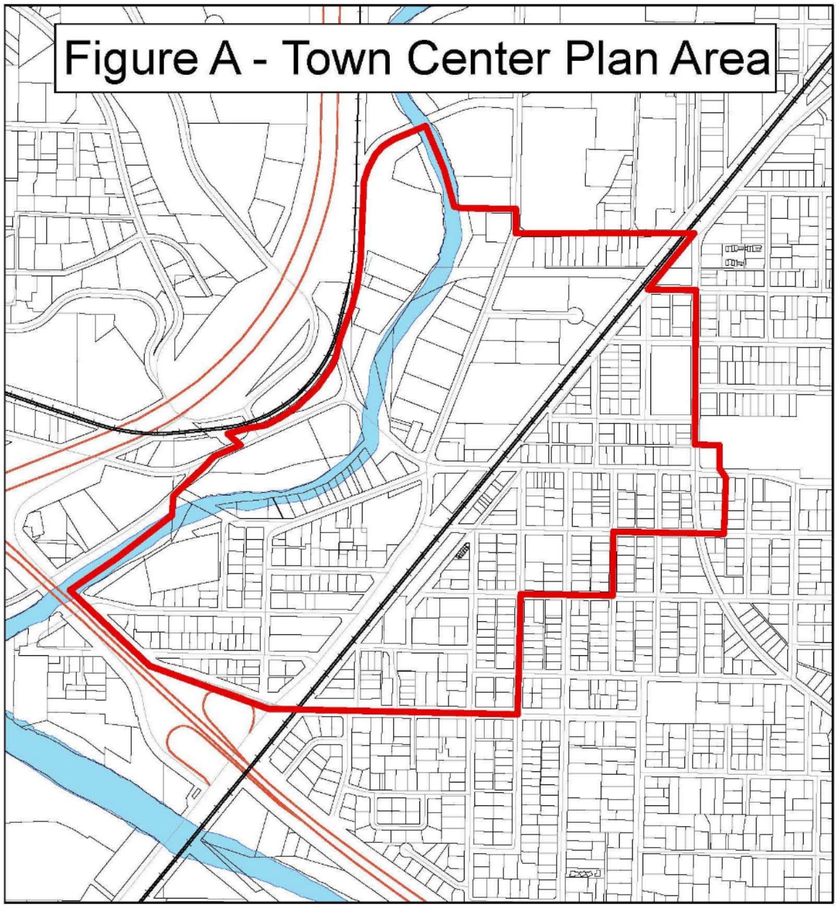
~~b.~~ For 12 successive years beginning January 1st of the year immediately following the calendar year of issuance of the certificate, if the property otherwise qualifies for the exemption under this chapter and meets the conditions in this subsection (A)(1)~~(b)~~(a). For the property to qualify for the 12-year exemption under this subsection, the applicant must commit to renting or selling at least 20 percent of the multifamily housing units as affordable housing units to low- and moderate-income households, and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the local government under this chapter. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection (A)(1)~~(b)~~(a)may be satisfied solely through housing affordable to moderate-income households.

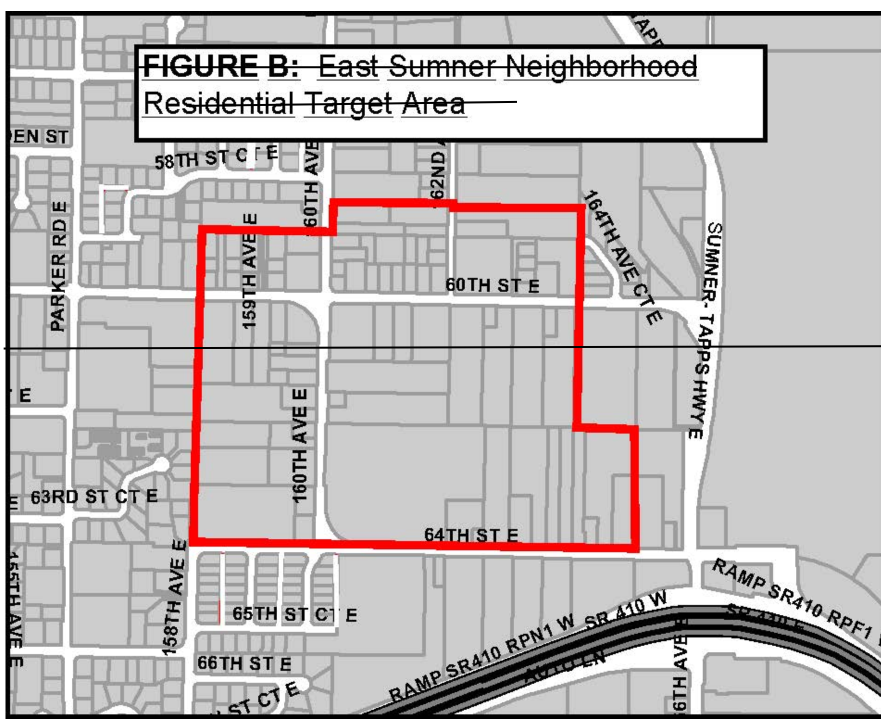
Section 2. That section 3.52.050 "Project Eligibility" of the Sumner Municipal Code is hereby amended to read as follows:

"**3.52.050 Project eligibility.**

A proposed multifamily housing project must meet the following requirements for consideration for a property tax exemption:

A. Location. The project must be located within a residential targeted area as defined in SMC 3.52.020 and as set forth in Figures A and B.





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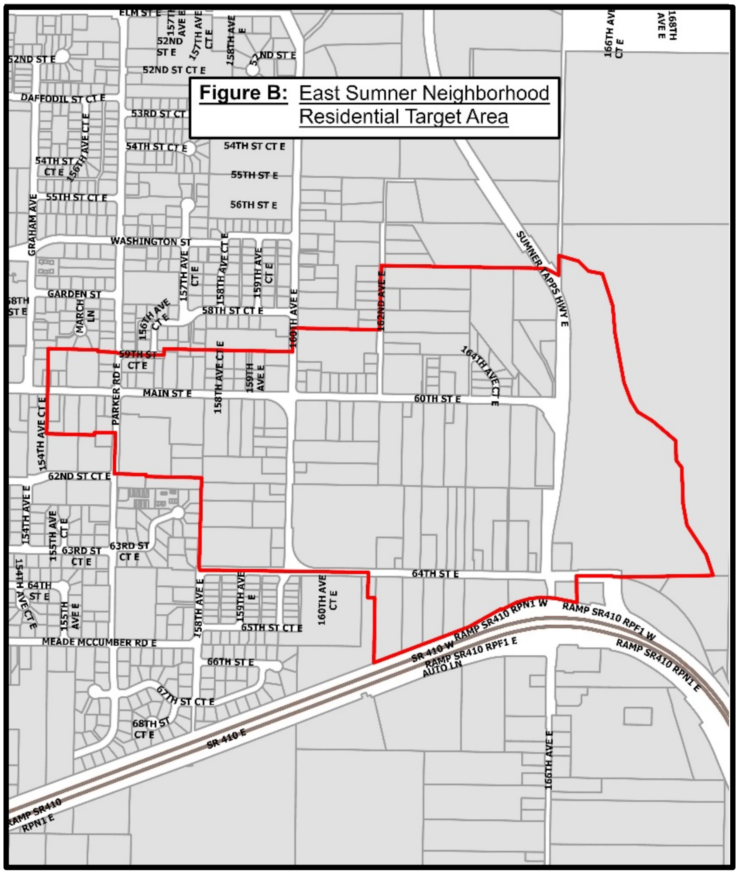


Figure B: East Sumner Neighborhood Residential Target Area

B. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.

C. Noncompliance with Building Codes. Existing dwelling units proposed for rehabilitation must fail to comply with one or more standards of the applicable state or city building codes.

D. Size of Project. The new, converted, or rehabilitated multiple-unit housing must provide for a minimum of 50 percent of the space for permanent residential occupancy. The project, whether new, converted, or rehabilitated multiple-unit housing, must include at least 12 units of multifamily housing within a residential structure or as part of an urban development. In the case of existing multifamily housing that is occupied or which has not been vacant for 12 months or more, the multifamily housing project must also provide for a minimum of four additional multifamily units for a total project of at least 10 units including the four additional units. Existing multifamily housing that has been vacant for 12 months or more does not have to provide additional units.

E. Proposed Completion Date. New construction of multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.

F. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations. The project must also comply with any other standards and guidelines adopted by the city council for the residential targeted area.

~~G. Properties located within the residential target area as shown in section (A), Figure B, East Sumner Neighborhood, shall only be eligible for the 12-year duration of exemption as set forth in SMC 3.52.040(A)(1)(b).~~

Section 3. **Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the 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 4. **Severability – Construction.** If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this ordinance shall control.

Section 5. **Effective Date.** This ordinance shall be in full force and effect 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 _______day of, _____________, 2025.

____
Mayor Kathy Hayden

ATTEST:

____
City Clerk Michelle Converse

APPROVED AS TO FORM:

____
City Attorney Andrea Marquez

First Reading: 3/3/2025
Date Adopted:
Date of Publication:
Effective Date:

Multifamily Tax Exemption Program

Incentives for Affordable Housing

City Council
March 3, 2025

Ryan Windish
Community & Economic Development Director

CITY OF
SUMNER
WASHINGTON

Objectives

- Background on MFTE Program
- Proposed amendments in Ordinance No. 2922
- Development and fiscal impacts
- Next Steps

Background: What is MFTE?

- Tax exemption from increased assessed valuation of improvements.
- Ability for development to select tax exemption for 8, 12 or 20 years after building final.
- The value of new construction, conversion, and rehabilitation improvements qualifying under this chapter is exempt from *ad valorem* property taxation.

MFTE in Sumner

2019

Adopted for Town Center for 8-year and 12-year options

2021

Adopted Housing Action Plan

2022

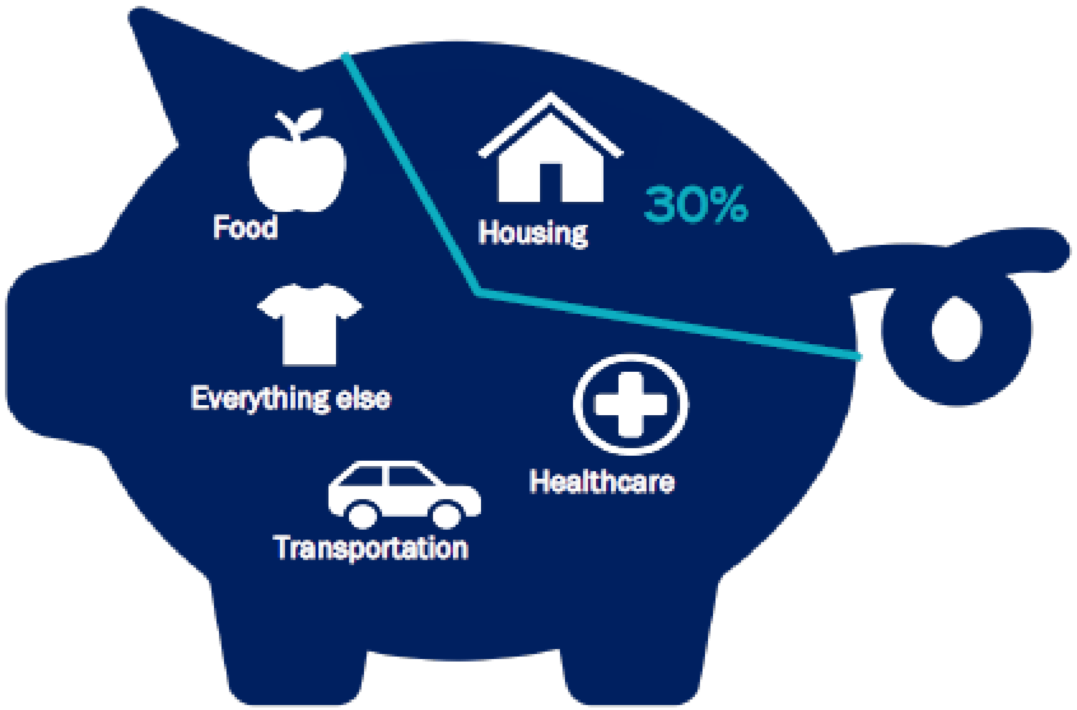
Expanded MFTE to East Sumner Neighborhood for affordable housing.

2024

Adopted the Comprehensive Plan Update

Housing Affordability in Sumner

What is Affordable Housing?



A home is **affordable** when the total housing costs (rent or home payment/dues + utilities) do not exceed **30% of the gross household income.**

Source: Sumner Housing Needs Assessment -2020

CITY OF SUMNER WASHINGTON

Sumner Developments Using MFTE

- Multifamily developments in Sumner:
  - Sumner Mill: 166 units with 33 units affordable
  - Riverfront Apartments: 127 units – market rate
  - Kincaid Apartments/Mixed Use: 180 units – market rate

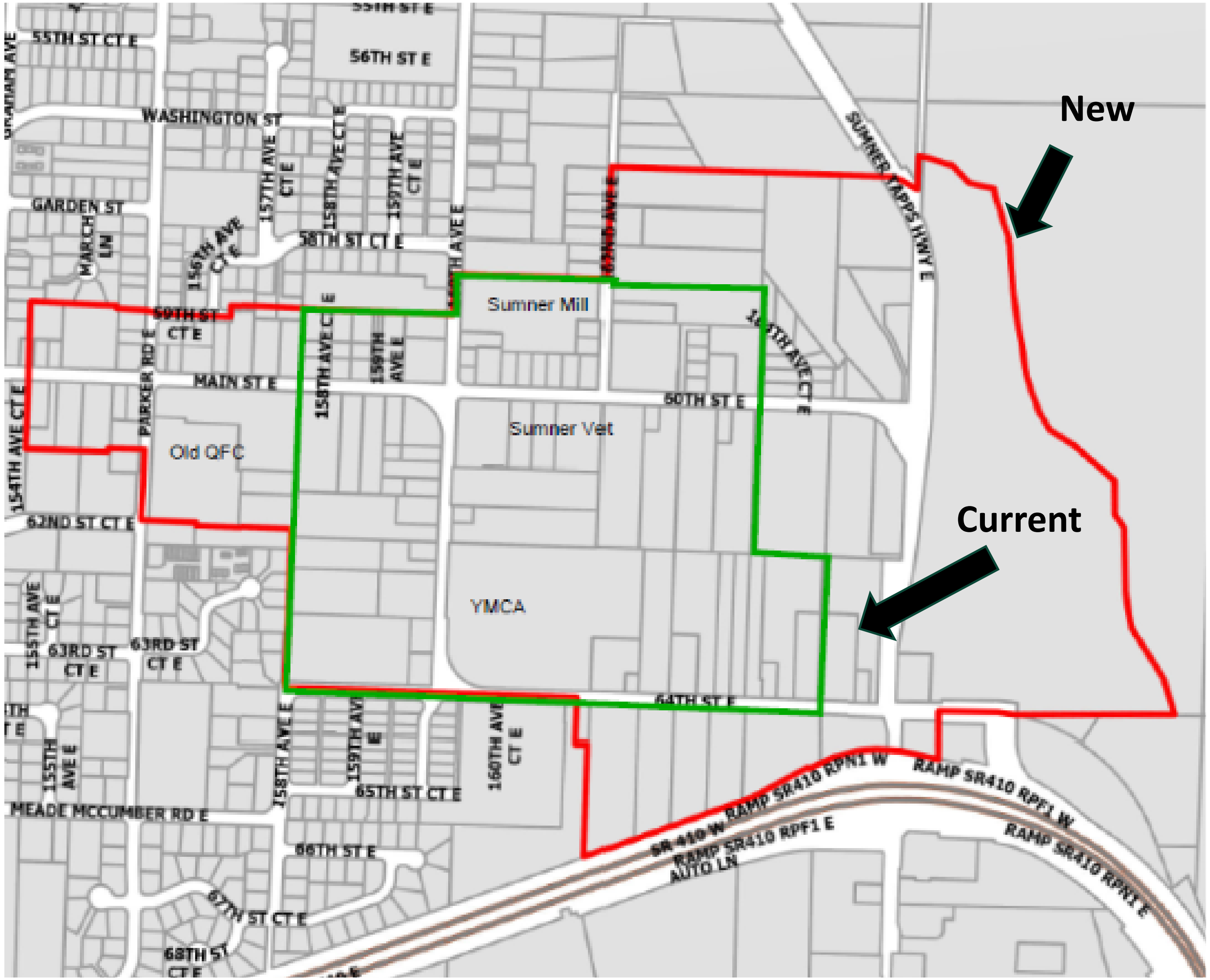
Sumner Mill Apartments

Fiscal Impacts from MFTE

- Tax shifting to other non-exempt properties.
- Managing the addition of exempted value at the end of the exemption.
- Impacts to other taxing districts.
- Other fiscal impacts.

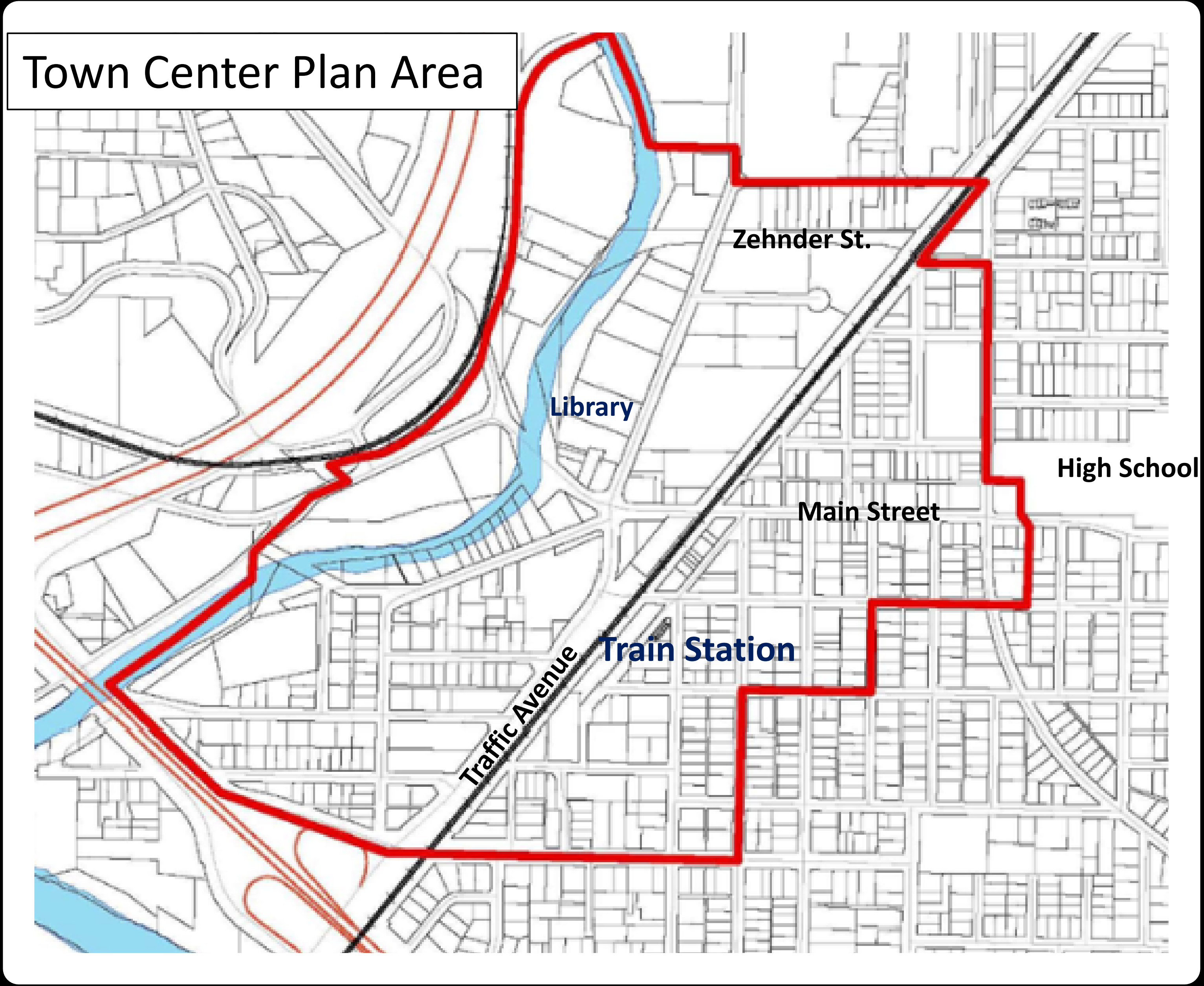
CITY OF SUMNER WASHINGTON

Increased Residential Target Area – East Sumner



CITY OF SUMNER WASHINGTON

Remove 8-year Market Rate MFTE



CITY OF SUMNER WASHINGTON

Questions?

DATE: March 3, 2025
TO: Mayor Hayden and City Council
FROM: Ryan Windish, Community & Economic Development Director
RE: Amending MFTE Code for 2024 Comprehensive Plan Update

Background

The City Council first adopted a Multifamily Tax Exemption (MFTE) program in 2019 for the Town Center and it included both an allowance for an 8-year exemption for market rate projects and a 12-year exemption for affordable housing development. In 2022, the City Council expanded the residential target areas to include a portion of the East Sumner Neighborhood, but only for the 12-year exemption with the intent of providing an incentive for housing affordable to low and moderate-income households.

The MFTE is a tax incentive for the purpose of expanding affordable housing options within designated "residential target areas." Properties qualifying for the tax exemption do not pay property taxes on the value of new housing construction, conversion or rehabilitation. However, the exemption does not apply to the value of the land itself or non-residential improvements to the property. A local government may choose under state law to offer an 8-, 12-, or 20-year tax exemption. Twelve and 20-year programs must require that a certain percentage of the housing be affordable to low and moderate income households.

On January 6, 2025 the City Council adopted the 2024 Comprehensive Plan Periodic Update as mandated by the state Growth Management Act (GMA). The update includes required policies addressing how the City will accommodate housing for all income bands as required by GMA. The 2024 Comprehensive Plan includes a number of ways that the City can increase incentives and opportunity for affordable housing, especially for households earning below 80% of the area median income (AMI).

Consistent with the 2024 Comprehensive Plan, the City Council is being asked to consider amendments to the MFTE program to:

1. Remove the the 8-year market rate MFTE within the Town Center and only allow it for the 12-year MFTE for affordable developments; and
2. Expand the residential target area in East Sumner to include the entire East Sumner Neighborhood Plan area.

Residential Target Area Criteria

State law (RCW 84.14.040) requires the residential target area meet certain criteria as follows:

1. The area must be within an urban center;
2. The area must lack sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center, if the affordable, desirable, attractive, and livable places to live were available; and

3. Additional housing opportunities in the area, including affordable housing, will assist in achieving one or more of the stated purposes of state law.

The expansion of the MFTE residential target area to include the entire boundary of the East Sumner Neighborhood will expand opportunities for affordable housing development consistent with state law and the City goals and policies. Increased land area and properly zoned properties will increase the potential for affordable housing development. The East Sumner Neighborhood is within the City of Sumner and the City's Urban Growth Area (UGA) and the city is an "urban center".

The Comprehensive Plan and supporting documentation demonstrates that there is a need for more affordable housing options for households at or below 80% of AMI and increased MFTE options would be targeted for affordable housing that could serve this income band.

Fiscal Impacts
A tax exemption on new multifamily development shifts the tax burden from the participating property to other non-exempt properties without reducing the overall taxes collected by the jurisdictions and special purpose districts. This is done because the valuation of the exempt property remains in the overall assessed valuation for the City and the tax rate takes this into consideration.

Development Impacts
There have been a few projects interested in the MFTE option. In East Sumner, The Sumner Mill apartments, 166 units with 33 affordable units, obtained a final certificate of exemption in 2024. In the Town Center, the 1228 Fryar Avenue development (under construction) has 127 units and has received a conditional certificate of exemption for a market rate project. The same developer is planning to build the Kincaid Mixed Use project on the old Red Apple Market site. He has applied for an 8-year market rate exemption for the 180 apartments. And is vested for up to 5 years.

Public Outreach
On January 21, 2025, the City Council adopted Resolution No. 1705 setting the time and place for a public hearing on the changes to the residential target areas and other amendments as discussed above. The public hearing notice complies with state law (RCW 84.14.040) including publication in a newspaper of general circulation and was also on the cities and other city methods.

Conclusion
The proposed changes to the MFTE program would have the effect of creating more opportunities and incentives for affordable housing projects consistent with the goals and policies of the Comprehensive Plan and consistent with the requirements of GMA.

Staff Recommendations

Staff recommends that the City Council hold the public hearing and consider comments and any changes requested by the public. Final action by the City Council on Ordinance No. 2922 is scheduled for March 17, 2025.

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: March 3, 2025
AGENDA BILL: 25-113

SUBJECT: Ordinance No. 2921 - 2025/2026 Budget Amendment **CATEGORY:** Ordinance

BUDGET IMPACT:
Expenditure Required: Per Exhibit Within Budget Allocation: Yes, as amended

ATTACHMENTS:
1. Ordinance No, 2921 - 2025/2026 Budget Amendment

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND: The 2025/2026 Biennial Budget was adopted on December 9, 2024 with Ordinance No. 2905. Staff regularly reviews the budget progress as well as any programmatic changes. Based on this review, staff presents the 1st quarter 2025 budget amendment for consideration. This budget amendment includes:

General Fund (001):

- Carryover of $128,000 for 2024 Municipal Court Services
- Carryover of $20,000 for Community Development professional services

Complete Streets Fund (103)

- Program $747,214 for Complete Streets grant award and expenditures for Main Street Crossing project;
- Carryover $448,175 from 2024 for Complete Streets grant award and expenditures for FY2024 Sidewalk Repair Program

Tourism Fund (106)

- Carryover $75,000 for Main Street Street Tree Replacement

Sidewalk Capital Fund (302)

- Carryover $50,550 from 2024 for ADA Improvements

Facilities Capital Fund (325)

- Program $150,990 from Department of Commerce grant and expenditure for City Hall Solar Panel Project

Water Fund (401)

- Carryover of $2,000,000 from 2024 for Earthquake Control Valve project;
- Carryover of $1,509,300 from 2024 for Tank Painting

Sewer Fund (402):

- Transfer Out $37,000 to Fund 551 for WWTF Access Control
- Program $390,874 for labor changes (add FTE and accelerate 2026 FTE)
- Eliminate $60,000 2025/2026 seasonal labor to offset FTE labor changes
- Decrease professional services by $281,216 to offset labor changes

Information Technology Fund (551)

- Carryover $120,000 from 2024 for WWTF Access Control;
- Recognize transfer-in from Fund 402 and program $37,000 for additional WWTF Access Control;

Fleet Replacement Fund (555)

- Program $170,000 for (2) Patrol Car replacements.

	Ord No. 2921	
	BA 03/03/2025	
	Revenues	*Expenditures*
General Fund	$ -	148,000
Reserve Funds	-	-
Special Revenue Funds	1,195,389	1,270,389
Debt Service Funds	-	-
Capital Funds	150,990	201,540
Utility Funds	-	3,595,958
Other Enterprise Funds	-	-
Internal Service Funds	37,000	327,000
Fiduciary Funds	-	-
	$ 1,383,379	$ 5,542,887

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 2/13/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Approve Ordinance No. 2921 Amending the 2025/2026 Biennial Budget

ORDINANCE NO. 2921
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2025/2026 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2905, APPROVED DECEMBER 9, 2024, AND PREVIOUSLY AMENDED IN ORDINANCE 2920, APPROVED FEBRUARY 18, 2025.

WHEREAS, The Sumner City Council approved Ordinance No. 2905 which adopted a biennial budget for fiscal years 2025-2026; and

WHEREAS, The Sumner City Council approved Ordinance No. 2920 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, 2025 through December 31, 2026 as contained in the adopted 2025-2026 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 3rd day of March, 2025.

____
Mayor Kathy Hayden

ATTEST: **APPROVED AS TO FORM:**

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance Adopted	Revenues Adopted	Revenues Previous	Revenues 03/03/25	Expenditures Adopted	Expenditures Previous	Expenditures 03/03/25	Ending Fund Balance Revised
001 General	15,063,770	$ 45,331,653	$ -	$ -	$ 46,636,320	$ -	$ 148,000	$ 13,611,103
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	345,756	200,000	-	-	340,000	-	-	205,756
004 Capital Fund Reserves	46,792,851	600,000	-	-	-	27,414,048	-	19,978,803
103 Complete Streets	-	-	-	1,195,389	-	-	1,195,389	-
105 Drug Enforcement	67,062	-	-	-	5,000	-	-	62,062
106 Hotel/Motel	337,632	320,000	-	-	11,000	-	75,000	571,632
115 ARPA Funding	258,293	-	-	-	50,000	-	-	208,293
200 Debt Service	2,050,121	1,576,840	4,300,330	-	1,618,400	4,438,232	-	1,870,659
221 LID Guarantee	691,569	-	-	-	-	-	-	691,569
302 Sidewalk	779,515	1,383,682	-	-	1,843,682	-	50,550	268,965
305 Real Estate Excise Tax	1,933,007	1,600,000	-	-	-	-	-	3,533,007
310 Parks & Trails Capital Fund	1,772,306	7,458,910	-	-	7,949,410	-	-	1,281,806
320 Street Capital Fund	10,609,786	24,308,166	-	-	25,808,846	-	-	9,109,106
325 Facilities Capital Fund	589,173	1,353,000	50,875,886	150,990	1,020,000	50,875,886	150,990	922,173
401 Water	19,482,216	12,782,361	-	-	26,281,363	-	3,509,300	2,473,914
402 Wastewater	16,680,743	37,096,804	-	-	45,031,513	-	86,658	8,659,376
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	27,371,780	39,997,724	-	-	56,185,434	-	-	11,184,071
410 Cemetery Operations	72,310	1,603,200	-	-	1,664,149	-	-	11,361
415 Cemetery Development	693,091	-	-	-	490,000	-	-	203,091
440 Animal Control	12,783	2,492,544	-	-	2,401,161	-	-	104,166
501 Unemployment Insurance	7,326	-	-	-	-	-	-	7,326
550 Fleet Management	71,035	1,624,162	-	-	1,669,886	-	-	25,311
551 Information Technology	504,808	3,827,680	-	37,000	4,141,430	-	157,000	71,058
555 Equipment Reserve	1,106,983	1,902,440	-	-	615,000	-	170,000	2,224,423
601 Cemetery Endowment	1,590,876	37,000	-	-	-	-	-	1,627,876
605 Development Impact Fees	6,522,175	500,000	-	-	440,302	-	-	6,581,873
611 Firemen's Pension	32,855	173,000	-	-	180,000	-	-	25,855
Total All Funds	$ 158,151,988	$ 186,169,166	$ 55,176,216	$ 1,383,379	$ 224,382,896	$ 82,728,166	$ 5,542,887	$ 88,226,801