



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

April 7, 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/81492839576>

Phone one-tap: +12532050468,,81492839576#; +12532158782,,81492839576#

Join via audio: +1 253 205 0468; +1 253 215 8782

Webinar ID: 814 9283 9576

CALL TO ORDER

Pledge of Allegiance

Invocation

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

PROCLAMATION

Animal Care and Control Officers Week

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. Forestry Commission Reappointment - Marty Child
2. Forestry Commission Reappointment - Jenn Crawford
3. Forestry Commission Reappointment - Ashli Austin
4. Forestry Commission Reappointment - Scott Haines
5. Forestry Commission Reappointment - Theresa Haase
6. Forestry Commission Reappointment - LaTeefah Johnson
7. Planning Commission Reappointment - Kelly Locke
8. Planning Commission Reappointment - Mark Isaacs
9. Lodging Tax Advisory Committee Reappointment - Dean Burke
10. Lodging Tax Advisory Committee Reappointment - Carmelo Lopez
11. Lodging Tax Advisory Committee Reappointment - Meilee Anderson
12. Design Commission Reappointment - Kristen Martinson
13. Design Commission Reappointment - Scott Fletcher
14. City Hall Access Control Contract Amendment
15. White River Restoration Project - Legal Services Contract Amendment (Van Ness)
16. White River Restoration Project - Construction Contract Award Phase II
17. 2025 Utility Rate Study - Consultant Contract Award

18. Resolution No. 1718 - Partial Right of Way Vacation - 142nd Ave East
19. Approval of the minutes from the March 17, 2025 regular council meeting and the March 24, 2025 study session.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 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. 2923 - Amending Sumner Municipal Code Chapter 2.112 Contract Approval Authorization
 - b. Ordinance No. 2924 - Sumner Municipal Code 12.28 Street Obstruction Permits
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.



PROCLAMATION
Animal Care & Control Officers' Week

WHEREAS, the National Animal Care & Control Association has designated the second week of April each year as Animal Care and Control Officers' Appreciation Week; and

WHEREAS, animal care and control officers dedicate their careers to protecting the welfare of helpless animals that have been rescued from injury, disease, and starvation; and

WHEREAS, animal care and control officers give sanctuary to the millions of animals found homeless in our communities nationwide and seek to find them forever families; and

WHEREAS, animal care and control officers have contributed greatly to the evacuation, rescue, safety and protection of domestic animals that have been ravaged by devastating disasters; and

WHEREAS, the citizens of Sumner know that a Metro animal care and control officer is there to assist them if their cherished pet becomes missing or other animals are threatening the safety and comfort of our citizens or their pets; and

WHEREAS, the City of Sumner would like to express its sincere thanks and appreciation for the outstanding service animal care and control officers provide in an emergency and on a daily basis to the many citizens and communities served by Metro Animal Services,

THEREFORE BE IT RESOLVED that the City of Sumner declares the week of April 13th through 19th, 2025, as Animal Care & Control Officers' Week, and requests that all citizens join us by expressing their sincere thanks, gratitude and appreciation for the many long hours of outstanding service and quality performance these individuals provide.

Dated this 7th day of April 2025.

Kathy Hayden, Mayor
City of Sumner

SUBJECT: Forestry Commission Reappointment - Marty Child

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Hayden is seeking confirmation of the reappointment of Forestry & Parks Commissioner, Marty Child.

The Sumner Forestry & Parks Commission consists of up to twelve (12) members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and shall serve a four-year (4) term without compensation.

Marty and his wife enjoy living in Sumner. He has an extensive background in park and multi-use trails and provides valuable perspectives.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayoral appointment of Marty Child to the Sumner Forestry & Parks Commission to a term expiring in April 2029.

SUBJECT: Forestry Commission Reappointment - Jenn Crawford

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Hayden is seeking confirmation of the reappointment of Forestry & Parks Commissioner, Jennifer Crawford.

The Sumner Forestry & Parks Commission consists of up to twelve (12) members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and shall serve a four-year (4) term without compensation.

Jenn lives in Sumner with her family. She wants to make sure our beloved Sumner parks and forests are available for enjoyment and access by all.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayoral appointment of Jennifer Crawford to the Sumner Forestry & Parks Commission to a term expiring in April 2029.

SUBJECT: Forestry Commission Reappointment - Ashli Austin

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Hayden is seeking confirmation of the reappointment of Forestry & Parks Commissioner, Ashli Austin.

The Sumner Forestry & Parks Commission consists of up to twelve (12) members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and shall serve a four-year (4) term without compensation.

Ashli lives in Sumner with her family. She enjoys serving on the commission and is proud to give back to the community.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayoral appointment of Ashli Austin to the Sumner Forestry & Parks Commission to a term expiring in April 2029.

SUBJECT: Forestry Commission Reappointment - Scott Haines

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Hayden is seeking confirmation of the reappointment of Forestry & Parks Commission member, Scott Haines.

The Sumner Forestry & Parks Commission consists of up to twelve (12) members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and shall serve a four-year (4) term without compensation.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayoral appointment of Scott Haines to the Sumner Forestry & Parks Commission to a term expiring in April 2029.

SUBJECT: Forestry Commission Reappointment - Theresa Haase

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Hayden is seeking confirmation of the reappointment of Forestry & Parks Commission Chair, Theresa Haase.

The Sumner Forestry & Parks Commission consists of up to twelve (12) members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and shall serve a four-year (4) term without compensation.

Theresa was born and raised in the community. She is passionate about maintaining the outdoors and safe places for children to grow and play while maintaining Sumner's charm.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayoral appointment of Theresa Haase to the Sumner Forestry & Parks Commission to a term expiring in April 2029.

SUBJECT: Forestry Commission Reappointment - LaTeefah Johnson

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Hayden is seeking confirmation of the reappointment of Forestry & Parks Commissioner LaTeefah Johnson.

The Sumner Forestry & Parks Commission consists of up to twelve (12) members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and shall serve a four-year (4) term without compensation.

LaTeefah lives in Sumner and wants to continue being a part of the community.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayoral reappointment of LaTeefah Johnson to the Sumner Forestry & Parks Commission to a term expiring in April 2029.

SUBJECT: Planning Commission Reappointment - Kelly Locke

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Chrissanda Walker, Associate Planner

SUMMARY BACKGROUND:

Mayor Hayden is seeking re-confirmation of Ms. Kelly Locke to the Sumner Planning Commission. The Planning Commission serves in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including: reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations.

The Planning Commission has 7 members who are appointed by the Mayor and confirmed by the City Council. A majority of the members must be residents of the City of Sumner, while two members may be nonresidents who have a demonstrated interest in the city of Sumner. The members of the Planning Commission are to be selected without respect to political affiliations and shall serve without compensation. Members are appointed for 4-year terms.

Ms. Locke has completed 1 full term of service on the Planning Commission. She continues to demonstrate interest in the City of Sumner. As a former resident, she has watched the area grow and is interested in participating in efforts that help guide the community. Ms. Locke has a background in property management and political science, which brings valuable insights into Planning Commission discussions. Ms. Locke currently owns property in Sumner and plans to return to the community in retirement.

Mayor Hayden recommends re-appointment of Kelly Locke to serve on the Planning Commission for another term that ends in April 2029.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to confirm the Mayor's re-appointment of Kelly Locke to the Sumner Planning Commission for another term expiring in April 2029.

SUBJECT: Planning Commission Reappointment - Mark Isaacs

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Chrissanda Walker, Associate Planner

SUMMARY BACKGROUND:

Mayor Hayden is seeking re-confirmation of Mr. Mark Isaacs to the Sumner Planning Commission. The Sumner Planning Commission serves in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including: reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations.

The Planning Commission has 7 members who are appointed by the Mayor and confirmed by the City Council. A majority of the members must be residents of the City of Sumner, while two members may be nonresidents who have a demonstrated interest in the city of Sumner. The members of the Planning Commission are to be selected without respect to political affiliations and shall serve without compensation. Members are appointed for 4-year terms.

Mr. Isaacs has completed 1 full term of service on the Planning Commission and was just voted to serve as the new Chair for 2025. Mr. Isaacs has roots in Sumner as a Sumner High School alumni graduate and now works for the school district. He teaches and coaches and is actively involved in events in Sumner. In addition to his interest in building a better community for kids, he is interested in affordable housing, the environment, economic development, and transit/traffic issues.

Mayor Hayden recommends re-appointment of Mark Isaacs to serve on the Planning Commission for another term that ends in April 2029.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to confirm the Mayor's re-appointment of Mark Isaacs to the Sumner Planning Commission for another term expiring in April 2029.

SUBJECT: Lodging Tax Advisory Committee Reappointment - Dean Burke

CATEGORY: Consent

BUDGET IMPACT:

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

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

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

The members must be confirmed annually.

Mayor Hayden recommends reappointing Dean Burke of the Tacoma Pierce County Tourism Authority to fill one of the representatives of persons involved in activities authorized to be funded by revenue received.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

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

SUBJECT: Lodging Tax Advisory Committee Reappointment - Carmelo Lopez

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

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

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

The members must be confirmed annually.

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

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

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

SUBJECT: Lodging Tax Advisory Committee Reappointment - Meilee Anderson

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

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

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

The members must be confirmed annually.

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

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

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

SUBJECT: Design Commission Reappointment - Kristen Martinson

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Scott Waller, Senior Planner, Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

Mayor Hayden is seeking re-confirmation of Kristen Martinson to one of seven seats on the Sumner Design Commission. The Sumner Design Commission serves to provide advice on the application of the relevant zoning regulations and the design and development guidelines. This Commission provides helpful insight to staff on incoming development projects.

Kristen Martinson has completed 1 full term of service on the Design Commission and her knowledge and her background as a local business manager as well as being a Sumner resident allows her to provide a valuable perspective on projects.

Mayor Hayden recommends re-appointment of Kristen Martinson to serve on the Design Commission for another term that ends in April 2029.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayor's re-appointment of Kristen Martinson to the Sumner Design Commission for another term expiring in April 2029.

SUBJECT: Design Commission Reappointment - Scott Fletcher

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Scott Waller, Senior Planner, Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

Mayor Hayden is seeking re-confirmation of Scott Fletcher to one of seven seats on the Sumner Design Commission. The Sumner Design Commission serves to provide advice on the application of the relevant zoning regulations and the design and development guidelines. This Commission provides helpful insight to staff on incoming development projects.

Scott Fletcher has completed 1 full term of service on the Design Commission and his knowledge and expertise in the construction industry as well as being a Sumner resident allows him to be an asset to the Commission.

Mayor Hayden recommends re-appointment of Scott Fletcher to serve on the Design Commission for another term that ends in April 2029.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayor's re-appointment of Scott Fletcher to the Sumner Design Commission for another term expiring in April 2029.

SUBJECT: City Hall Access Control Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$45,635.77

Within Budget Allocation: No

ATTACHMENTS:

1. City Hall Access Controls-Addendum

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

The City wishes to amend its contract with Security Solutions Northwest for Access Control Improvements at City Hall to include an additional scope of work. The original contract was for \$160,000; the proposed change of \$24,166.97 will result in a new total contract amount of \$184,166.97. The change is needed to allow the vendor to remove 28 existing Cyberlocks and replace them with standard pass-through lock sets. The original plan was to perform this work in-house but after internal review it was determined that this work was best performed by the contractor. We also added two additional online Salto mortis lockets (electronic locks) and corresponding software licenses for the Police Department.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee

MEETING/STUDY SESSION DATE: 3/20/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Security Solutions Northwest's Contract for the City Hall Access Control project , increasing the contract amount by \$45,635.77 to a total authorized amount not-to-exceed \$205,635.77 , 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.

AMENDMENT TO GOODS AND SERVICES CONTRACT

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

WHEREAS the City entered into a Goods and Services Contract on December 12, 2024 with Vendor for City Hall Access Control Upgrade Project and Evidence Storage Intrusion Replacement; and

WHEREAS the Parties to the agreement wish to amend the contract as set forth below to increase the contract amount by an additional **\$24,166.97** totaling a fee not to exceed **\$184,166.97** and by extending the contract duration and scope of work;

NOW, THEREFORE, the parties hereby amend said Contract as follows:

1. By revising section I (Description of Work) to include the revised scope as shown on Attachment A herto.
2. By revising Section II, (Time of Completion), to 5:00 PM June 30th, 2025.
3. By revising Section III (Compensation) to read as follows: The City shall pay the Vendor a fee not to exceed **\$184,166.97** for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.

All other terms and conditions of the December 12, 2024 contract remain the same. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this Amendment.

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

CONTRACTOR:

By: _____
(signature)

Print Name: _____

Its _____
(Title)

DATE: _____

CITY OF SUMNER:

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:**Vendor:**

April Thomas
Security Solution Northwest LLC
1619 N State St
Bellingham, WA 98225

NOTICES TO BE SENT TO:**CITY OF SUMNER:**

Patrick Skelly
City of Sumner
1104 Maple Street
Sumner, WA 98390
253-299-5600

EXHIBIT A

System Proposal

Scope of Work

Thank you for the opportunity to quote the City Hall Door Hardware Upgrade project. This proposal provides Turnkey pricing to replace Cyberlocks with standard hardware throughout City Hall. Also provide 2 additional online Salto mortise locksets.

- Storeroom function locks to be installed
- Material finish to match existing
- Keyed Cylinders (restricted key), provided by SSNW

This quote is based on the following assumptions:

- Excludes electrified locks beyond the 2 added.
- Excludes Alerting System
- Excludes 120v connections, if needed

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

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

DOOR HARDWARE SYSTEM COMPONENTS:

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Breakdown</u>	
4	Best Storeroom Function Lever	9K-3-7-D-14-D-S3-613	Material	\$13,822.00
2	Push Plate	BH-71-630		
27	Keyed Rim Cylinder 10B	ILCRD118-10B-TBD		
1	Keyed Rim Cylinder 26D	ILCRD118-26D-TBD		
10	Mortise Cylinder Keyed 10B	ILCM118D-10B-TBD		
1	Mortise Cylinder Keyed 26D	ILCM118D-26D-TBD		
10	Best Passage Lever	9K-3-0-N-14-D-S3-613		
1	Deadbolt for Closet	4514-04-10B-0		
1	Exit Device	LA1T0570A21PM8LH		
2	XS4 Mortise Locks - ANSI	AM650G00DBB48		
2	XS4 Original+ Wide Body Escutcheon			
2	UA7 - Door License			
2	Bluenet Wireless License			
1	Labor for Locksmith		Labor	\$7,710.00

DOOR HARDWARE SYSTEM SUBTOTAL: \$21,532.00

+ sales tax

Payment & Performance Bond \$538.30

+ sales tax

Sales tax @ 9.5% \$2,096.68

DOOR HARDWARE SYSTEM TOTAL: \$24,166.97

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

Included in Scope:	Yes:	Included in Scope:	Yes:	Included in Scope:	Yes:
Shop Drawings		Panel		Fire Permit	
As-Built Drawings		Panel Install		Electrical Permit	
REVIT LOD Design		Panel Program /Test		WA Prevailing Wages	X
Data Submittals	X	Fire Stopping		Davis Bacon Wages	
Wire Supply		Door Lock Hardware	X	P & P Bond	
Wire Installation		Door Lock Hardware Install	X	Programming	
Conduit & Installation		120v Power Material & Install		Fire System Testing	
Coring		Provide Lift(s)		Training - On-site 1 hr	
Devices		POE Switches		Training - Remote 1 hr	
Devices Install		Magnetic Door Holders		Training - Remote 4 hr	
Devices Program/ Test					

TERMS AND CONDITIONS:

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

Presented by: _____
Tom McKellar - 206.513.3405

Acceptance: _____
(please sign here)

Date

SUBJECT: White River Restoration Project - Legal Services Contract Amendment (Van Ness)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$120,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment w/ Scope & Fee

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The White River Restoration project is benefits salmon while providing a reduction in flood risk. The habitat portion of the project is located on the east side of the White River, north and south of 24th Street E. In 2016, the City entered into a legal services contract with Van Ness Feldman (Mrs. Molly Lawrence) to provide legal consultation and representation on environmental and land-use related issues, including legal advice and strategy for addressing flooding/floodplain regulatory issues in the City and for discussions related to the City's Department of Commerce grant to engage in Tribal, Agency and stakeholder meetings. The restoration project is very complex and is not expected to be complete for many years, so Mrs. Lawrence's continued involvement and expertise is essential for the success of this City project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to Van Ness Feldman's Legal Services Contract for the White River Restoration Project (CIP 14-10), increasing the contract amount by \$120,000 to a total authorized amount not-to-exceed \$595,000, 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.

AMENDMENT TO LEGAL SERVICES CONTRACT

THIS AMENDMENT, entered into this day, _____, by and between the **CITY OF SUMNER**, WASHINGTON, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Molly Lawrence of VAN NESS FELDMAN, LLP, hereinafter referred to as "VAN NESS FELDMAN, LLP"

WITNESSETH:

WHEREAS the City has entered into a "Legal Services Contract" with VAN NESS FELDMAN, LLP for legal services; and

WHEREAS the parties to the agreement wish to increase the maximum compensation of the original Agreement and prior Amendments from \$475,000.00 by an additional \$120,000.00 for a total contract amount of \$595,000.00.

WHEREAS, the original scope of work is further refined as set forth in Exhibit A of this Amendment;

NOW, THEREFORE, the parties hereby amend said Contract by revising Section III. (A) - Compensation as follows:

The City shall pay an hourly rate for Molly Lawrence of \$400.00 for legal services provided from the date of this amendment through and including mediation, but in no event shall the compensation amount exceed \$120,000.00 for the services described in Section I of this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.

All other terms and conditions of the Contract remain the same. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this Amendment.

IN WITNESS WHEREOF the parties hereto have executed this document as of the date first above written.

VAN NESS FELDMAN, LLP: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____
---	---

	By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: VAN NESS FELDMAN: Molly Lawrence VAN NESS FELDMAN, LLP 719 – 2ND Ave, Suite 1150 Seattle, WA 98104 206.623.9372 (telephone) 206.626.0765 (facsimile)	NOTICES TO BE SENT TO: CITY OF SUMNER: Andrea Marquez, City Attorney City of Sumner 1104 Maple Street, Suite 242 Sumner, WA 98390 253.299.5611 (telephone) 253.299.5509 (facsimile)

EXHIBIT A

Over the past several years, the City, working with Ms. Lawrence and others, has developed an integrated approach to floodplain management within the City, including a plan to develop several flood reduction/habitat improvement projects along the White River in the City. Moving forward, Ms. Lawrence will assist the City in implementing one or more of the identified projects, including permitting for the redevelopment of the former golf-course property into a multi-purpose flood protection/habitat improvement project. In addition, Ms. Lawrence will continue to assist the City as needed with other floodplain related issues, including coordination with other jurisdictions (e.g., the Pierce County Flood Control Zone District, King County, and the Army Corps of Engineers) and floodplain permitting/regulatory issues. In particular, she is assisting with the following issues/tasks:

- Assisting with project management (e.g., coordinating a diverse mix of public and private parties) and federal, state and local permitting for the City's White River Restoration Project on the east side of the White River south of 8th Street;
- Assisting City Staff in working with the Pierce County Flood Control Zone District and others to secure funding for several of the flood reduction/habitat improvement projects on the White River;
- Providing strategic counsel to City staff as part of the Dialogue Group process with the Muckleshoot and Puyallup Tribes;
- Assisting with discussions with the Army Corps of Engineers regarding the operations of the Mud Mountain Dam and the capacity of the White River;
- Providing strategic legal counsel regarding the permitting and environmental review requirements for the 8th Street Bridge replacement project and
- Assisting in developing a strategy related to the Intercounty Flood Agreement, including potentially working with the City and County on a replacement agreement or other strategies for addressing flood risk.

The primary task contemplated by this scope of work is the project management and permitting for the City's proposed White River Restoration

Project on the east bank of the White River. The City anticipates that permitting and environmental review for this project will continue through the end of 2027, and consequently proposes extending Ms. Lawrence's contract through 2027.

The anticipated level of effort under this contract is 15-20 hours per month. Ms. Lawrence offers the City a significantly discounted rate of \$440/hr. The scope and budget will remain in effect until all the funds are expended or until the services are completed in full, whichever occurs first. The requested contract addition is \$120,000 bringing the contract total to \$595,000.

SUBJECT: White River Restoration Project - Construction Contract Award Phase II

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required:

\$25,817,228.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. White River Restoration Project - Construction Contract

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

The White River Restoration project benefits salmon while providing a reduction in flood risk. The habitat portion of the project is located on the east side of the White River, north and south of 24th Street E. The project will excavate approximately 1 million cubic yards of dirt and create new river side channels. Phase 1, completed in 2024, excavated 1/3 of this material. Phase 2 will complete the excavation and install large wood structures in the river. The wood structures will direct floodwaters into the newly excavated floodplain, reducing the flood risk for the Sumner Manufacturing Industrial Center. The excavated dirt will be used to create a berm on the outside of the project. Phase 3 is expected in 2027 and will relocate the Sumner Link Trail to this berm.

Eight (8) bids were received on March 24, 2025 for this project. The lowest responsive bid was submitted by Rodarte Construction, Inc., with a bid amount of \$22,833,843.38. Including a 10% contingency, the approved contract value is \$25,817,228.00. The engineer's estimate was \$29-32 Million. The contractor will have 400 working days after issuance of the Notice to Proceed to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Rodarte Construction, in an amount not-to-exceed \$25,817,228.00 for the White River Restoration Project - Phase 2 (CIP 14-10), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT
between City of Sumner and
Rodarte Construction, Inc.

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 Rodarte Construction, Inc., hereinafter called the Contractor.

WITNESSETH:

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

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

White River Restoration Project Phase 2 (CIP 14-10)

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. **Insurance and Indemnity.** 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: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONTRACTOR: April Rodarte Rodarte Construction, Inc.	NOTICES TO BE SENT TO: CITY OF SUMNER: Robert Wright, Assistant Engineering Manager City of Sumner

17 East Valley Hwy East Auburn, WA 98092 253-939-0532 april@rodarteconstruction.com	1104 Maple Street Sumner, WA 98390 253-299-5708 Robertw@sumnerwa.gov
--	---

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, 4, 5, & 6

Signature of Authorized Official(s)
Proposal Must be Signed

_____ →

Title:

President

Firm Name:

Rodarte Construction, Inc.

Address:

17 East Valley Hwy East
Auburn, WA, 98092

State of Washington
Contractor's License No.:

RODARI*225D9

Federal ID No.

91-1016627

UBI #

600.264.803

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 14-10.

PROPOSAL

To: City of Sumner

- 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 **White River Restoration Project Phase 2, CIP 14-10**, for the amounts stated below.

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

White River Restoration Project Phase 2 CIP 14-10						
ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
1.	1	LS	Mobilization \$ <u>nine hundred and thirty-two thousand</u> (words) <u>hundred</u> per Lump Sum	1-09	\$ <u>932,900.00</u>	\$ <u>932,900.00</u>
2.	1	FA	Trail Detour Protection \$ <u>One-Hundred-Fifty Thousand</u> (words) per Force Account	Special 1-07.23	\$150,000	\$150,000
3.	1	FA	Minor Change \$ <u>Twenty-Five Thousand</u> (words) per Force Account	1-04.4	\$25,000	\$25,000
4.	1	LS	Stormwater Pollution Prevention Plan \$ <u>one thousand, five hundred</u> (words) per Lump Sum	Special 8-01.3(1)A	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
5.	1	LS	Erosion Control and Water Pollution Prevention \$ <u>One million</u> (words) per Lump Sum	Special 8-01	\$ <u>1,000,000.00</u>	\$ <u>1,000,000.00</u>
6.	1	LS	Removal of Structures and Obstructions \$ <u>two hundred thousand</u> (words) per Lump Sum	Special 2-02	\$ <u>200,000.00</u>	\$ <u>200,000.00</u>

White River Restoration Project Phase 2 CIP 14-10

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
7.	1	LS	OPTIONAL Shoring or Extra Excavation Class A \$ <u>Five hundred</u> (words) per Lump Sum	Special 2-09	\$ <u>500.00</u>	\$ <u>500.00</u>
8.	200,000	CY	Common Excavation, Incl. Haul to CAT 1, 2, 3 Stockpiles \$ <u>Four dollars 50/100</u> (words) per Cubic Yard	Special 2-03.3	\$ <u>4.50</u>	\$ <u>900,000.00</u>
9.	327,566	CY	Common Excavation, Incl. Haul To Embankment \$ <u>ten</u> (words) per Cubic Yard	Special 2-03.3	\$ <u>10.00</u>	\$ <u>3,275,660.00</u>
10.	124,416	CY	Topsoil Salvage and Placement \$ <u>Five dollars 50/100</u> (words) per Cubic Yard	Special 2-03.3	\$ <u>5.50</u>	\$ <u>684,288.00</u>
11.	15,307	CY	Streambed Gravel \$ <u>twenty-eight</u> (words) per Cubic Yard	Special 8-30.3(6)	\$ <u>28.00</u>	\$ <u>428,596.00</u>
12.	119	EA	Driven Timber Pile, PC-5 \$ <u>Three thousand</u> (words) per Each	Special 6-05	\$ <u>3,000.00</u>	\$ <u>357,000.00</u>
13.	210	EA	Driven Timber Pile, PC-4.5 \$ <u>two thousand, seven hundred</u> (words) per Each	Special 6-05	\$ <u>2,700.00</u>	\$ <u>567,000.00</u>
14.	1,056	EA	Driven Timber Pile, PE-4 \$ <u>one thousand six hundred and fifty</u> (words) per Each	Special 6-05	\$ <u>1,650.00</u>	\$ <u>1,742,400.00</u>

White River Restoration Project Phase 2 CIP 14-10

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
15.	30	EA	Driven Timber Pile, PE-3 \$ <u>one thousand, one hundred</u> (words) per Each	Special 6-05	\$ <u>1,100.00</u>	\$ <u>33,000.00</u>
16.	5	EA	Type 1 ELJ \$ <u>eighty thousand</u> (words) per Each	Special 8-26	\$ <u>80,000.00</u>	\$ <u>400,000.00</u>
17.	14	EA	Type 2 ELJ \$ <u>one hundred and ninety two thousand, three hundred</u> (words) per Each	Special 8-26	\$ <u>192,300.00</u>	\$ <u>2,692,200.00</u>
18.	5	EA	Type 3 ELJ \$ <u>thirteen thousand</u> (words) per Each	Special 8-26	\$ <u>13,000.00</u>	\$ <u>65,000.00</u>
19.	16	EA	Dolotimber 1 \$ <u>forty-five thousand</u> (words) per Each	Special 8-26	\$ <u>45,000.00</u>	\$ <u>720,000.00</u>
20.	1	EA	Dolotimber 2 \$ <u>thirty-eight thousand</u> (words) per Each	Special 8-26	\$ <u>38,000.00</u>	\$ <u>38,000.00</u>
21.	63	EA	Batterpile Revetment Type 1 \$ <u>eighteen thousand</u> (words) per Each	Special 8-26	\$ <u>18,000.00</u>	\$ <u>1,134,000.00</u>

White River Restoration Project Phase 2 CIP 14-10

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
22.	25	EA	Batterpile Revetment Type 2 \$ <u>sixteen thousand</u> (words) per Each	Special 8-26	\$ <u>16,000.00</u>	\$ <u>400,000.00</u>
23.	37.7	AC	Plant Installation Upland Forest \$ <u>two thousand, eight hundred</u> (words) per Acre	Special 8-02	\$ <u>2,800.00</u>	\$ <u>105,560.00</u>
24.	50.0	AC	Plant Installation Transitional Forest \$ <u>four thousand</u> (words) per Acre	Special 8-02	\$ <u>4,000.00</u>	\$ <u>200,000.00</u>
25.	54.3	AC	Plant Installation Wet Forest \$ <u>five thousand, five hundred</u> (words) per Acre	Special 8-02	\$ <u>5,500.00</u>	\$ <u>298,650.00</u>
26.	7.3	AC	Plant Installation Scrub Shrub \$ <u>seven thousand</u> (words) per Acre	Special 8-02	\$ <u>7,000.00</u>	\$ <u>51,100.00</u>
27.	7.0	AC	Plant Installation Bank \$ <u>seven thousand, three hundred</u> (words) per Acre	Special 8-02	\$ <u>7,300.00</u>	\$ <u>51,100.00</u>
28.	10.7	AC	Plant Installation Forested Berm \$ <u>three thousand</u> (words) per Acre	Special 8-02	\$ <u>3,000.00</u>	\$ <u>32,100.00</u>
29.	23.4	AC	Plant Installation Conifer Underplanting and Weed Management \$ <u>three thousand, two hundred</u> (words) per Acre	Special 8-02	\$ <u>3,200.00</u>	\$ <u>74,880.00</u>

White River Restoration Project Phase 2 CIP 14-10

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
30.	1	LS	Plant Staging \$ <u>Twenty thousand</u> (words) per Lump Sum	Special 8-02	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
31.	14.3	AC	Wet Area Seed Mix \$ <u>Three thousand, eight hundred</u> (words) per Acre	Special 8-02	\$ <u>3,800.00</u>	\$ <u>54,340.00</u>
32.	48.4	AC	Upland Stability Seed Mix \$ <u>Three thousand, eight hundred</u> (words) per Acre	Special 8-02	\$ <u>3,800.00</u>	\$ <u>183,920.00</u>
33.	127.6	AC	WRRP Temporary Seed Mix \$ <u>Four thousand, Five hundred</u> (words) per Acre	Special 8-02	\$ <u>4,500.00</u>	\$ <u>574,200.00</u>
34.	5,289	CY	Mulch \$ <u>Fifty</u> (words) per Cubic Yard	Special 8-02	\$ <u>50.00</u>	\$ <u>264,450.00</u>
35.	12,210	EA	PSIPE Dogwood \$ <u>three</u> (words) per Each	Special 8-02	\$ <u>3.00</u>	\$ <u>36,630.00</u>
36.	8,524	EA	PSIPE Pacific Willow \$ <u>three</u> (words) per Each	Special 8-02	\$ <u>3.00</u>	\$ <u>25,572.00</u>

White River Restoration Project Phase 2 CIP 14-10

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
37.	7,624	EA	PSIPE Scoulers Willow \$ <u>three</u> (words) per Each	Special 8-02	\$ <u>3.00</u>	\$ <u>22,872.00</u>
38.	25,525	EA	PSIPE Sitka Willow \$ <u>three</u> (words) per Each	Special 8-02	\$ <u>3.00</u>	\$ <u>76,575.00</u>
39.	1	LS	Irrigation System \$ <u>Four hundred and fifty thousand</u> (words) per Lump Sum	Special 8-03	\$ <u>450,000.00</u>	\$ <u>450,000.00</u>
40.	2,379	SY	PSIPE Live Brush Mattress \$ <u>thirty-five</u> (words) per Square Yard	Special 8-02.3	\$ <u>35.00</u>	\$ <u>83,265.00</u>
41.	1,175	LF	PSIPE Live Fascine \$ <u>forty</u> (words) per Linear Foot	Special 8-02.3	\$ <u>40.00</u>	\$ <u>47,000.00</u>
42.	7,146	SY	Bank Treatment Coir Fabric \$ <u>twenty-five</u> (words) per Square Yard	Special 8-01.3(3)	\$ <u>25.00</u>	\$ <u>178,650.00</u>
43.	10	EA	Rock Roughness Features \$ <u>two thousand</u> (words) per Each	Special 8-30.3(4)	\$ <u>2,000.00</u>	\$ <u>20,000.00</u>
44.	10,331	CY	Forested Berm Rock Embankment \$ <u>fifty-seven</u> (words) per Cubic Yard	Special 8-30.3(5)	\$ <u>57.00</u>	\$ <u>588,867.00</u>

White River Restoration Project Phase 2 CIP 14-10

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
45.	1,896	LF	Sumner Link Trail Installation \$ <u>one hundred</u> (words) per Linear Foot	Special 8-27	\$ <u>100.00</u>	\$ <u>189,600.00</u>
46.	1	LS	Storm Drain Modifications \$ <u>Fifty-five thousand</u> (words) per Lump Sum	Special 8-01.4(4)	\$ <u>55,000.00</u>	\$ <u>55,000.00</u>
47.	16,800	LF	High Visibility Fence \$ <u>three 50/100</u> (words) per Linear Foot	Special 8-01.4(4)	\$ <u>3.50</u>	\$ <u>58,800.00</u>
48.	51.6	AC	Clearing \$ <u>eight thousand, five hundred</u> (words) per Acre	Special 2-09	\$ <u>8,500.00</u>	\$ <u>438,600.00</u>
49.	1	LS	No. 9 Ditch Culvert \$ <u>nine hundred thousand</u> (words) per Lump Sum	Appendix F Specials	\$ <u>900,000.00</u>	\$ <u>900,000.00</u>
50.	370	TN	No. 9 Ditch Culvert Foundation Establishment \$ <u>Sixty-five</u> (words) per Lump Sum	Appendix F Specials	\$ <u>65.00</u>	\$ <u>24,050.00</u>

Tax, 9.5% \$ 1,981,018.38

Base Bid Total \$ 22,833,843.38

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

_____,
Rodarte Construction, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying

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

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5

(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

SUBJECT: 2025 Utility Rate Study - Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$99,845

Within Budget Allocation: Yes

ATTACHMENTS:

1. FCS Group Services Contract

STAFF CONTACT: Thi Le, Engineering Specialist

SUMMARY BACKGROUND:

The Utility Rate Study will analyze the financial needs of the City's Water, Wastewater, and Storm Water utilities. The goal is to develop rate and fee recommendations that ensure sustainable funding for operations and capital needs, supporting City Council adoption.

Two Statements of Qualifications were received on February 7th, 2025, for this project. FCS Group was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$99,845.00 was negotiated for the completion of this project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works

MEETING/STUDY SESSION DATE: 4/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with FCS Group, in an amount not-to-exceed \$99,845.00 for the Utility Rate Study (CIP25-01), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

FCS, a Bowman Company

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and FCS, a Bowman Company, organized under the laws of the State of Washington, located and doing business at 7525 166th Ave NE, Ste D-215, Redmond, WA 98052, 425-867-1802, Chris Gonzalez (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See Exhibit A - 2025 Utility Rate & System Development Charge Update (CIP 25-01)
Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

The Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2025.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$99,845.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction; provided, however, that the Consultant may retain copies of records and data for business records purposes. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

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

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract 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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, and/or its agents, representatives, or employees.

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

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

Minimum Amounts of Insurance: The Consultant shall maintain the following insurance limits during the entire duration of this Contract:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

D. Verification of Coverage The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work hereunder.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Contract.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created

by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. PUBLIC RECORDS ACT. The City is required to comply with the Public Records Act, codified in Chapter 42.56 RCW. From time to time, the City will receive requests for public records regarding City business. When a public records request is made regarding work performed or documents created under this Contract, Consultant shall conduct a thorough search of any and all potentially responsive public records created or maintained in the course of completing this Contract, shall provide those documents to the City in a timely manner following the request for search, and shall retain all records in accordance with the retainage schedule as published by the Washington Secretary of State. Following completion of the work pursuant to this contract, Consultant shall provide to the City any and all documents prepared, created or maintained in the course of completing this contract.

XIII. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

I. Ratification. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this contract.

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify).
The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-

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

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

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), 29 CFR 5.5 shall apply. See Exhibit C, attached, and its provisions which are incorporated as if fully set forth herein.

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Chris Gonzalez, Principal FCS, a Bowman Company 7525 166th Ave NE, Ste D-215 Redmond, WA 98052 425-867-1802 ext. 238 chrisg@fcsgroup.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Thi Le, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5718 thil@sumnerwa.gov



March 25, 2025

Thi Le, Engineering Specialist
City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390

Re: Proposal for 2025 Utility Fee Study

Dear Thi:

Thank you for the opportunity to submit a proposal to develop updated rates, system development charges (SDCs), and miscellaneous fees for the City's water, sewer, and stormwater utilities. We understand that the City's primary goal with respect to this study is to evaluate whether its rates are adequate to cover the utilities' ongoing costs, its SDCs are adequate to recover a proportionate share of the cost of system infrastructure, and its miscellaneous fees are reasonable and justifiable.

TASK PLAN

The task plan below summarizes our proposed approach to meet the City's needs.

Task 1: Project Initiation & Data Collection

FCS will provide a data request outlining key information required to complete the study, reviewing data provided and working with City staff to resolve questions and obtain additional records as needed. Task 1 includes the administrative efforts involved with project initiation and ongoing management.

Task 2: Policy Issue Analysis

Task 2 involves preparing issue papers discussing the following topics:

- ***Sewer ERU Assignments to Restaurants:*** The City currently assigns ERUs to restaurants and assemblies based on occupant load, which has proven to be cumbersome to administer. The City is interested in considering an alternative structure in which it assigns ERUs to these users based on building square footage, which is consistent with City practice for most non-residential users.
- ***Volume-Based Residential Sewer Rates:*** The City currently bills residential users for sewer service based on their average water consumption from mid-November through mid-May, with volume charges applying to winter-average usage above 500 cubic feet per month. The City has requested a discussion of options for charging residential users for sewer service based on their water consumption.

7525 166th Ave NE, Ste D-215, Redmond, WA 98052
P: 425.867.1802

Task 3: System Development Charge (SDC) Update

Task 3 involves reviewing the City's water, sewer, and stormwater SDCs with attention to the following elements:

- Updating the underlying cost basis to reflect a current inventory of existing assets, the accrual of interest on existing assets, and the most recent cost estimates for future capital projects as allowed by RCW 35.92.025.
- Determining the number of equivalent units that each utility can serve, given their operational capacity and existing utilization by existing customers.
- Subject to the City's interest and the availability of the necessary data, calculating an alternate residential SDC structure based on a metric other than water meter size, such as square footage or fixture units. Though potentially more complicated than the existing structure, this alternate approach could inform the City's policy for charging SDCs for accessory dwelling units and other types of modern residential development.

Task 4: Miscellaneous Utility Fees Analysis

The City imposes a variety of utility fees in addition to water, sewer, and stormwater rates and SDCs, including:

Permit base fees	}	Conceptually, these fees recover the cost of providing miscellaneous utility-related services including permitting, inspections, plan review, and account closures.
Inspection fees		
Plan review fees		
Closing bill fee		
Returned check fee	}	These fees are often set by policy with the goal of deterring customers from engaging in specific behavior(s) such as becoming delinquent in utility bills or illegally connecting to the City's utility systems.
Meter shut-off fee		
Late fee		
After-hours reconnection of water service		
Illegal service connection fee		

The City wishes to verify that its utility fees are reasonable and justifiable within a reasonable level of effort. Task 4 includes the preparation of a benchmarking analysis to compare the City's current fees to those of up to ten (10) jurisdictions of interest to the City. It also includes updating the inspection and plan review fees to reflect current hourly labor rates and the indirect cost rates developed during the 2024 Indirect Cost Allocation Plan.

Task 5: Financial Plan Update

This task includes the development of an updated forecast of revenue requirements over the 2026 – 2031 planning period. Key elements of this task include:

- **Operating Forecast.** Initially based on the City's budget, the forecast of operating revenues and expenses will incorporate inflation and other cost increases as appropriate. The operating forecast will also reflect any adjustments for anticipated changes in staffing and/or program activities identified by City staff.
- **Capital Funding Plan.** FCS will develop a funding plan that supports the completion of the planned capital projects through a mix of rate revenues, SDCs, contributions in aid of construction, existing reserves, and debt (if needed).
- **Revenue Sufficiency Analysis.** The revenue sufficiency analysis will evaluate the adequacy of each utility's revenues in meeting both cash flow needs and any applicable debt service coverage requirements, determining whether the rate strategy developed for each utility during the 2023 – 2024 study remains adequate or if adjustments are needed.
- **Sensitivity Analysis.** In collaboration with City staff, FCS will develop up to three (3) scenarios for each utility to evaluate the impacts of changes to key variables or other factors of interest.

Task 6: Fire Flow Charge Analysis

Section 13.24.360 (D) of the Sumner Municipal Code imposes a monthly standby fire protection fee on commercial, industrial, multi-family, and institutional buildings that are larger than 5,000 square feet and served by the City's water system. Recognizing that these large buildings tend to have disproportionately high fire flow requirements, this charge intends to recover additional costs associated with the City's oversizing of its water system to meet these fire flow requirements. Task 6 includes an allocation of the water utility revenue requirement developed in Task 5 to fire suppression, which will form the basis for an updated standby fire protection fee.

Task 7: Wastewater Pretreatment Fee Analysis

The City has expressed in establishing a wastewater pretreatment fee structure that recovers costs that the City incurs to administer its pretreatment program. Examples of program costs include, but are not limited to:

- Monitoring, inspection, surveillance, and enforcement procedures, including the cost of collecting and analyzing user discharges
- Reviewing and responding to accidental discharges
- Preparing and executing enforcement actions
- Reviewing and responding to appeals filed by program participants

Task 7 involves working with City staff to quantify the costs associated with its pretreatment program and develop a fee structure to recover those costs from program participants.

Task 8: Meetings & Public Process

Regular engagement during the course of the project will be important to ensure that the work products developed reflect the City's needs and goals. FCS will plan to attend the following meetings:

- One (1) virtual kick-off meeting
- Up to five (5) review meetings with City staff
- Up to three (3) onsite Council meetings to present study findings and recommendations

FCS will prepare presentation materials as needed, including a comparative utility rate and SDC survey for up to ten (10) jurisdictions of interest to the City. For budgeting purposes, we have assumed that up to two (2) attendees from FCS will participate in meetings up to two (2) hours each – our budget for onsite meetings allows three (3) additional hours for travel time plus mileage charges at the 2025 IRS mileage rate of \$0.70 per mile. We propose to bill for attendance at any additional meetings requested by the City based on time and materials expended, with the City's authorization.

SCHEDULE

The timeframe for completing the study will depend on various factors including the ability of City staff to provide requested data and direction in a timely manner, the relative quality of the data, and the ability to schedule meetings around the schedules of key participants. We will work with City staff to develop a schedule for specific project milestones as part of the kickoff meeting.

BUDGET

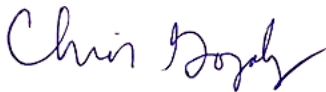
Our estimated level of effort to complete the task plan outlined above is summarized below:

Utility Fee Study	Gonzalez	Tryon	Admin	Fee
Estimated Level of Effort by Task	Principal	Sr. Analyst	Support	Estimate
Task 1: Project Initiation & Data Collection	4	6	6	\$2,950
Task 2: Policy Issue Analysis	24	20		\$10,780
Task 3: SDC Update	20	40		\$13,300
Task 4: Miscellaneous Utility Fees Analysis				
A. Permit Base Fees	2	8		\$2,070
B. Inspection Fees	2	8		\$2,070
C. Plan Review Fees	2	8		\$2,070
D. Other Miscellaneous Fees	2	8		\$2,070
Task 5: Financial Plan Update	20	70		\$18,850
Task 6: Fire Flow Charge Analysis	12	20		\$7,240
Task 7: Wastewater Pretreatment Fee Analysis	30	70		\$21,800
Task 8: Meetings & Public Process	35	32		\$16,245
Total	153	290	6	
Hourly Billing Rate	\$295	\$185	\$110	
Total Labor Cost	\$45,135	\$53,650	\$660	\$99,445
Total Expenses				\$400
Total Fee Estimate				\$99,845

Although we have tried to estimate the level of effort by task, the amount billed for any specific task may vary from the estimates shown above depending on the amount of time actually spent on that task. If any additional services are required due to unforeseen circumstances and/or conditions, FCS will notify the City and will obtain the City's approval prior to proceeding with any additional work.

I look forward to the opportunity to work with the City on this project. Please do not hesitate to contact me if you have any questions about this proposal.

Respectfully,



Chris Gonzalez
Principal

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

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

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

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

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in

section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

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

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

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

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

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

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

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SUBJECT: Resolution No. 1718 - Partial Right of Way Vacation - 142nd Ave East

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Handouts - History of Street
 2. Resolution No. 1718 Partial Right of Way Vacation - 142nd Ave E
-

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

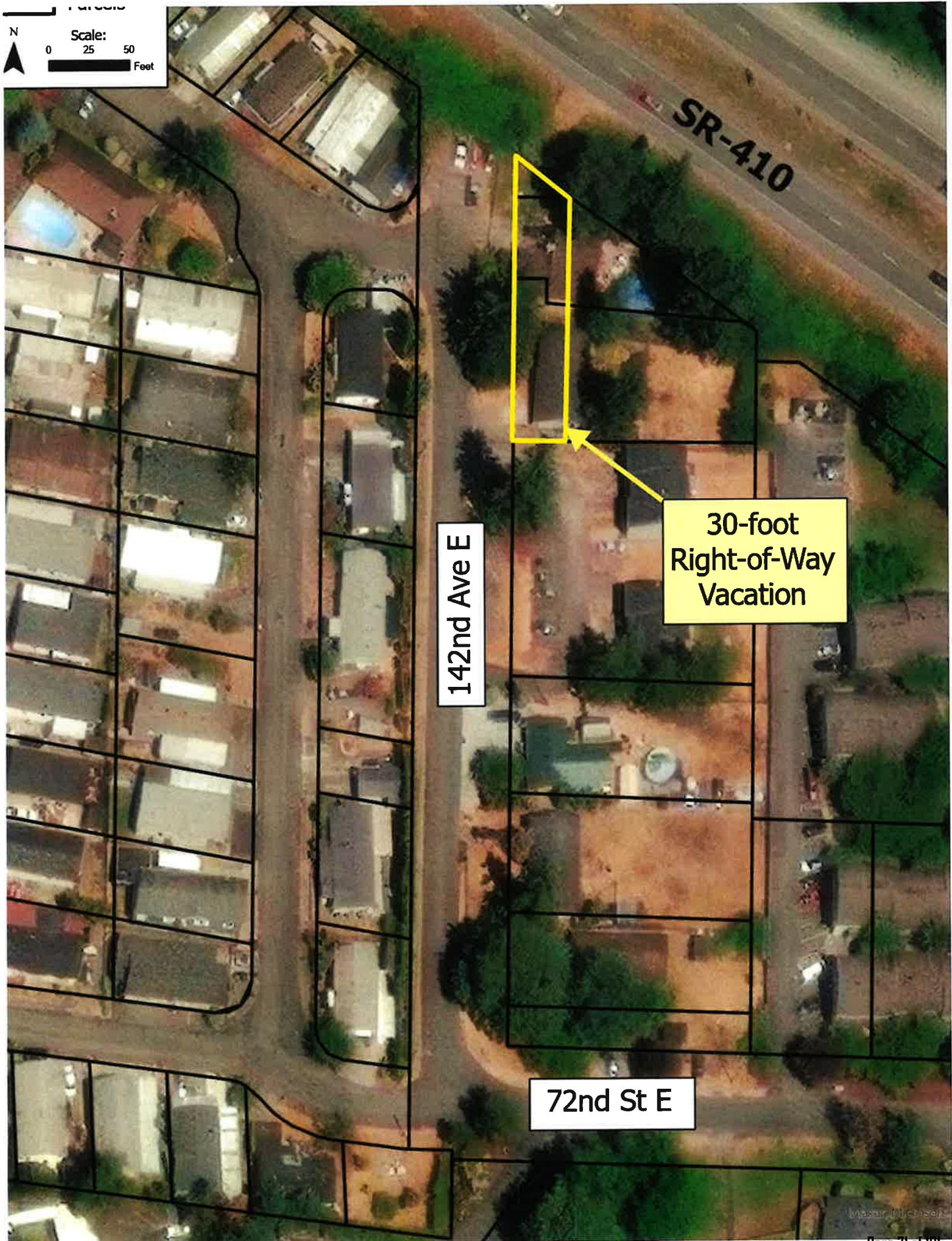
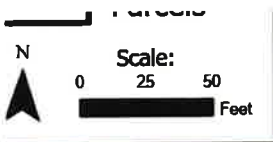
Two property owners adjacent to 142nd Ave E filed a ROW Vacation application with the City. Due to old dedicated right of way dating back to the early 1900s, the property owners have portions of their structures that sit upon and within public right of way. In the 1960's when HWY 410 was constructed, the state purchased right of way and then dedicated it to the City, resulting in overlapping sections of right of way on 142nd Ave E. City staff have been working with the applicants for many months to narrow in on the area of right of way most appropriate for vacation and have now reviewed the application and recommend that the City Council authorize the vacation. Records indicate the City did not spend money to acquire the right of way, so staff recommend the vacation be free of charge. The process requires a public hearing, followed by an ordinance to vacate the right of way. Public hearing is scheduled for May 5th at 6pm.

COUNCIL COMMITTEE/STUDY SESSION: Public Works MEETING/STUDY SESSION DATE: 4/1/2025 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1718, setting a public hearing for: Partial Right of Way Vacation - 142nd Ave E



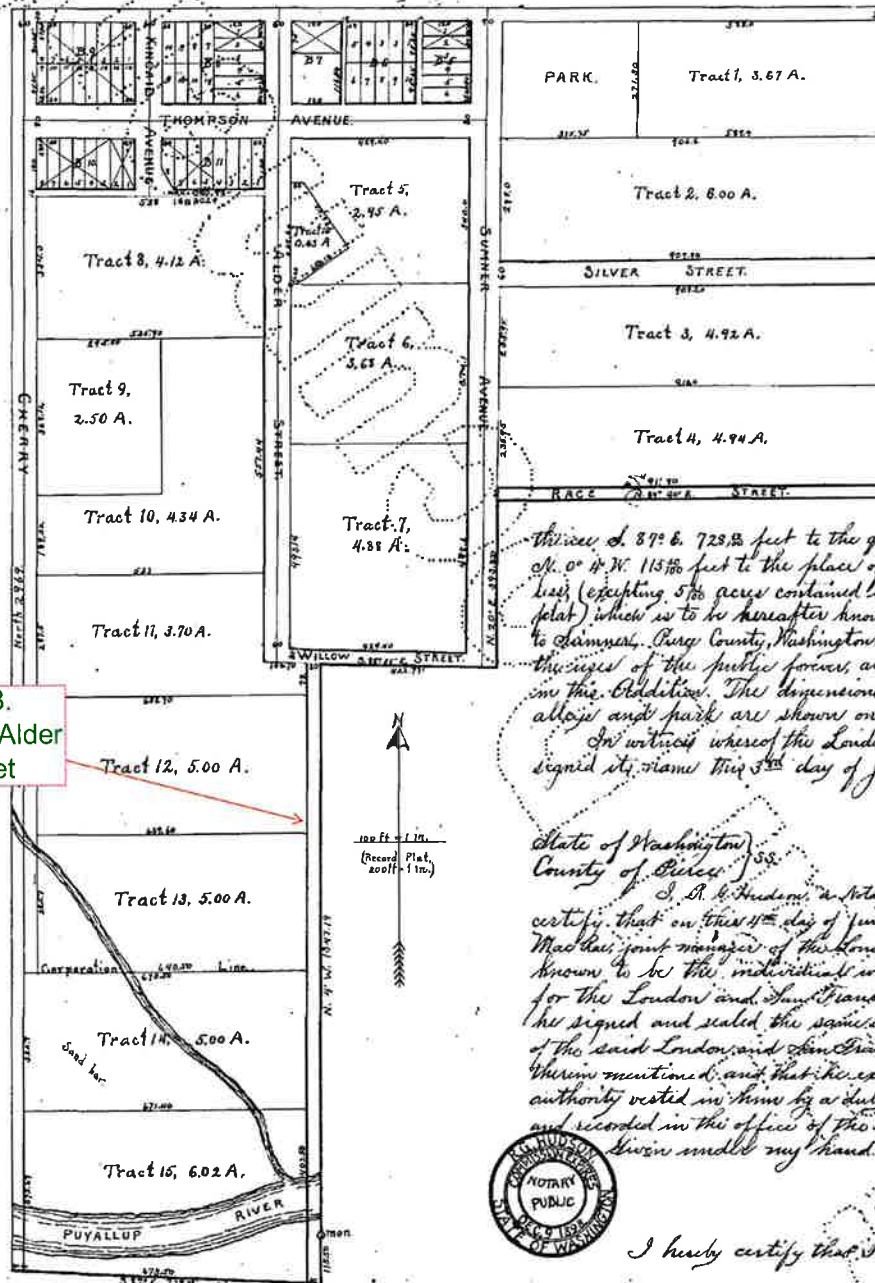


142nd Ave E

30-foot
Right-of-Way
Vacation

72nd St E

REPLAT. N°1 OF L.F. THOMPSON'S ADDITION TO SUMNER PIERCE CO. WASH.



1873.
Original Alder
Street

Know all men by these presents that the London and San Francisco Bank, Limited, does hereby lay out and plot into tracts, blocks, lots, avenues, streets, alleys and a park, the following described tract of land, to wit: Beginning at a stone monument at the center of Section 25, Township 20 N., Range 4 E., 11th M., and running thence N. 0° 7' W. 1347.18 feet along the quarter section line to the one sixteenth section corner, thence S. 88° 55' E. 432.75 feet thence N. 0° 20' E. 343.52 feet, thence S. 89° 40' E. 911.88 feet to the 1/4 section line, thence S. 8° 7' W. 1151.38 feet to the south line of the N.M. Railroad Co., thence N. 89° 39' W. 2062.78 feet along the south line of the said N.M. Railroad Co. to the west line of Cherry Street, Town of Sumner, thence south along the east line of land owned by S. M. Hunt and others 289.88 feet

thence S. 89° E. 723.18 feet to the quarter section line of said Section 25, thence N. 0° 4' W. 113.88 feet to the place of beginning, and containing 38 1/2 acres more or less (excepting 5 1/2 acres contained in blocks 5, 6, 7, 8, 9, 10 and 11 as shown on this plat) which is to be hereafter known as Replat N°1 of L.F. Thompson's Addition to Sumner, Pierce County, Washington. And we do hereby donate and dedicate to the uses of the public forever, all the avenues, streets, alleys and parks in this addition. The dimensions of the tracts, blocks, lots, avenues, streets, alleys and park are shown on the plat.

In witness whereof the London and San Francisco Bank, Limited, has signed its name this 5th day of June 1897.

London & San Francisco Bank L.
By Wm. A. MacRae, Acting Joint Managers

State of Washington
County of Pierce

I, R. S. Hudson, a Notary Public in and for said State, do hereby certify that on this 4th day of June 1897, personally appeared before me Wm. A. MacRae, joint manager of the London and San Francisco Bank, Limited, to me known to be the individual who executed the accompanying instrument for the London and San Francisco Bank, Limited, and acknowledged that he signed and sealed the same as his free and voluntary act, and as that of the said London and San Francisco Bank, Limited, for the uses and purposes therein mentioned, and that he executed said instrument by virtue of the authority vested in him by a duly executed Power of Attorney, filed of record, and recorded in the office of the Auditor of Pierce County, Washington.



Given under my hand and official seal this 4th day of June 1897.
R. S. Hudson
Notary Public, residing at Tacoma, W.

I hereby certify that I believe this plat to be correct.
W. J. Longdon, C. E.
Sumner, Wn.

Tacoma June 25th 1897.

I hereby certify that all State and County taxes heretofore levied and which have become a charge on the property described within, according to the books and records of my office, have been fully paid and discharged, including taxes for year 1897.



Stephen J. J. J.
Treasurer, Pierce County Wash.
By _____ Deputy



I hereby certify that the within instrument was filed and recorded in this office the 25th day of June A.D. 1897, at 50 min. past 4 o'clock P.M. at the request of the London and San Francisco Bank N. York 7 of Plate, figure 1.
A. J. J.
Auditor Pierce County, Washington.
By _____ Deputy

This plat was duly accepted and approved by the Mayor and Town Council of Sumner the 25th day of May, 1897.



R. J. Wood
Mayor pro tem.
H. E. Wellington
Clerk.

This plat was on this 20th day of June 1897, approved by the County Commissioners of Pierce County, Washington.



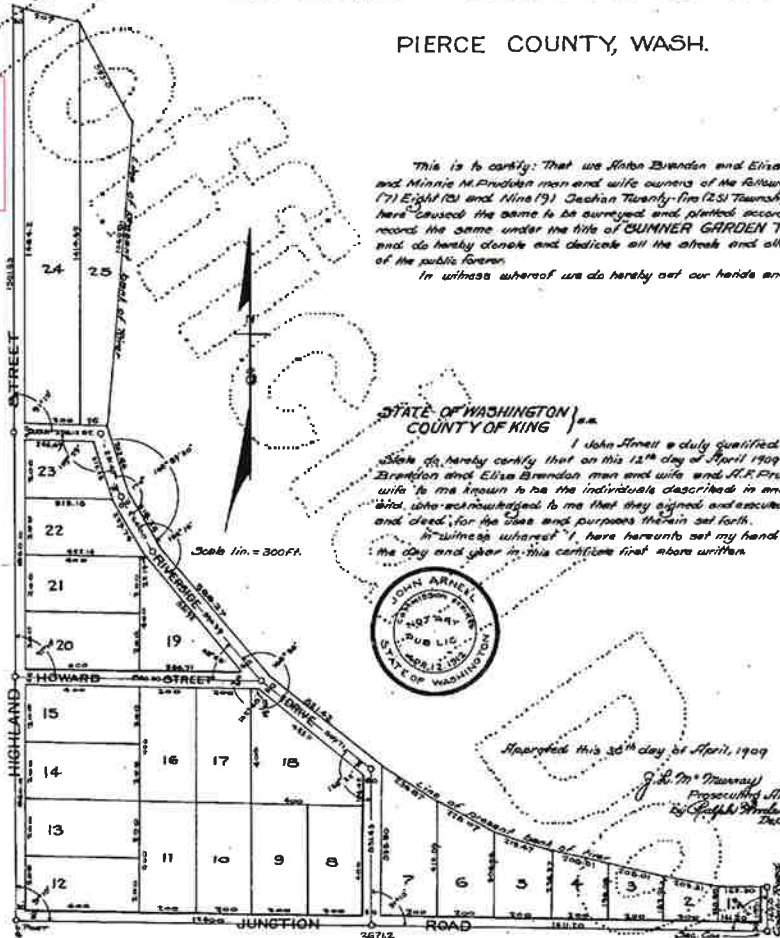
A. W. Malony,
Chairman County Coms. Pierce County Wash.
Attest: H. D. C. Spiker,
County Auditor & Clerk Board County Commissioners of Pierce County, Washington.

REPORT - AFF 251250
 VARIATION RECORD OF
 SET 12 & ALL 25 11
 IS RECEIVED - AFF 251250
 REPORT - AFF 251250
 VARIATION RECORD OF
 SET 12 & ALL 25 11
 IS RECEIVED - AFF 251250
 REPORT - AFF 251250
 VARIATION RECORD OF
 SET 12 & ALL 25 11
 IS RECEIVED - AFF 251250

Summer Garden Tracts

PIERCE COUNTY, WASH.

1909: Highland
 Street is added
 to the east of
 Alder St.



This is to certify: That we Anton Brenden and Eliza Brenden men and wife and R.F. Prudden and Minnie M. Prudden men and wife owners of the following described property to-wit: - Lots 18 and 19 (21) Eight (21) and Nine (19) Section Twenty-five (25) Township Twenty (20) North, Range Four (4) East M.M. here caused the same to be surveyed and plotted according to the accompanying map and do record the same under the title of SUMMER GARDEN TRACTS, PIERCE COUNTY WASHINGTON and do hereby donate and dedicate all the streets and other highways shown on said map to the use of the public forever.

In witness whereof we do hereby set our hands and seals this 12th day of April 1909.

Anton Brenden
 Eliza Brenden
 R.F. Prudden
 Minnie M. Prudden

STATE OF WASHINGTON
 COUNTY OF KING

I John Arnell a duly qualified Notary Public in and for said County and State do hereby certify that on this 12th day of April 1909 before me personally appeared Anton Brenden and Eliza Brenden men and wife and R.F. Prudden and Minnie M. Prudden men and wife to me known to be the individuals described in and who executed the accompanying instrument and who acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I, hereunto set my hand and caused my official seal to be affixed the day and year in this certificate first above written.



John Arnell
 Notary Public in and for the State of
 Washington, residing at Seattle.

Subscribed this 30th day of April, 1909

J. L. Murray
 Prosecuting Attorney
 by Ralph M. Mabel
 Deputy

Subscribed this 30th day of April 1909

J. E. Nash
 County Engineer

I hereby certify that all State and County taxes heretofore levied upon the property described within according to the books and records of my office have been fully paid and discharged.
 Dated this 12th day of April 1909.

Edward Mabel
 Treasurer Pierce County Washington



Approved by the Board of County Commissioners of Pierce County Washington this 30th day of April 1909.

Samuel Peckham
 Chairman
 Board of County Commissioners

291036

Filed and recorded at the request of Guston & Smith Co this 30th day of April 1909 at 11 o'clock PM at the office of the County Engineer of Pierce County, Washington.

H. A. Stewart
 Auditor Pierce County Wash.
 by Amy Austin
 Deputy

I hereby certify that I have surveyed the accompanying plat that the measurements shown thereon are correct and that stone monuments are placed at points indicated by small circles.

L. A. Nicholson
 Civil Engineer

Insured by
 Covered by

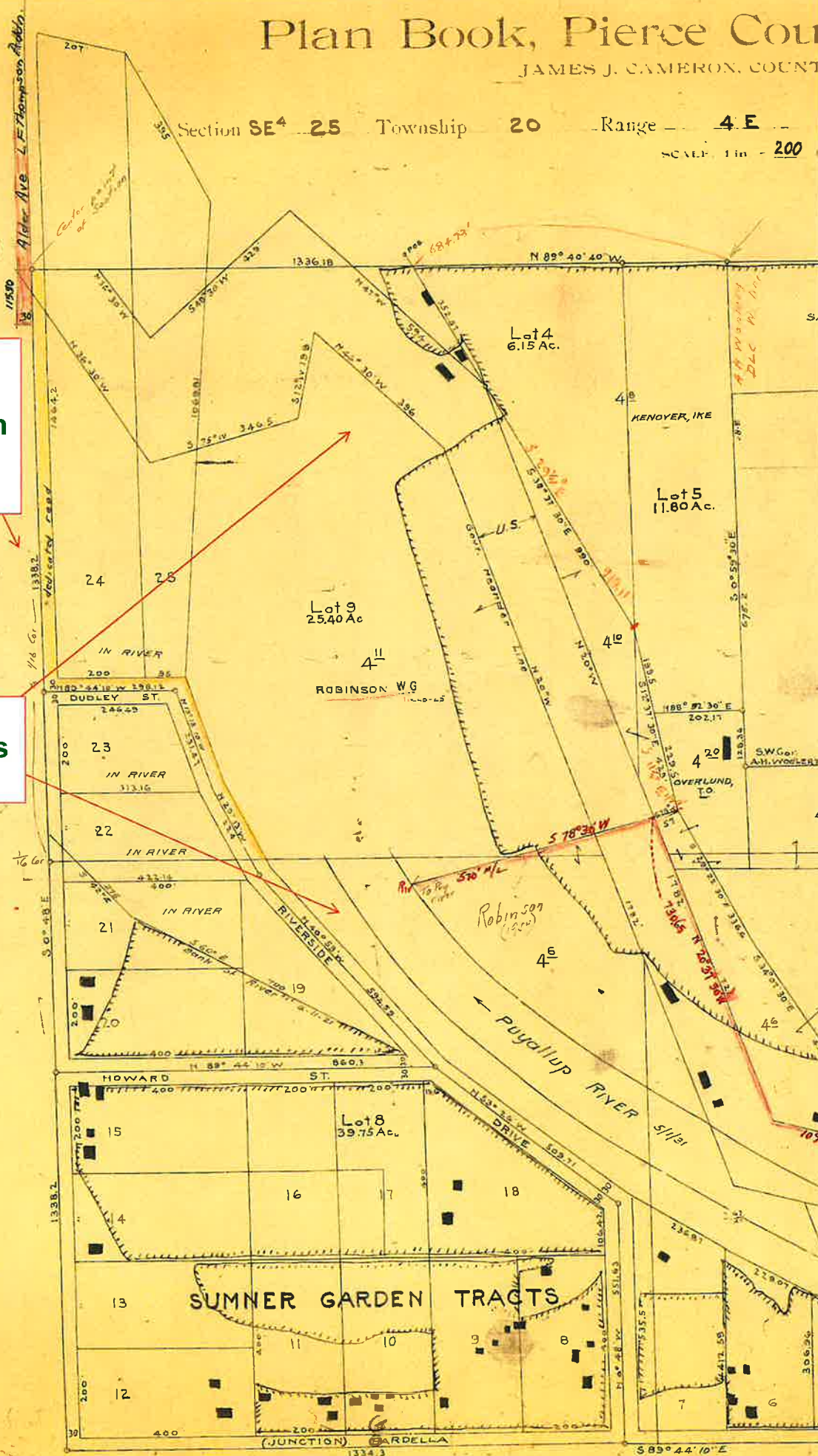
SEE ADJUTANT'S FILE:
 BOUNDARY LINE REVISION OF 86610941

For reference only, not for re-sale.

JAMES J. CAMERON, COUNT

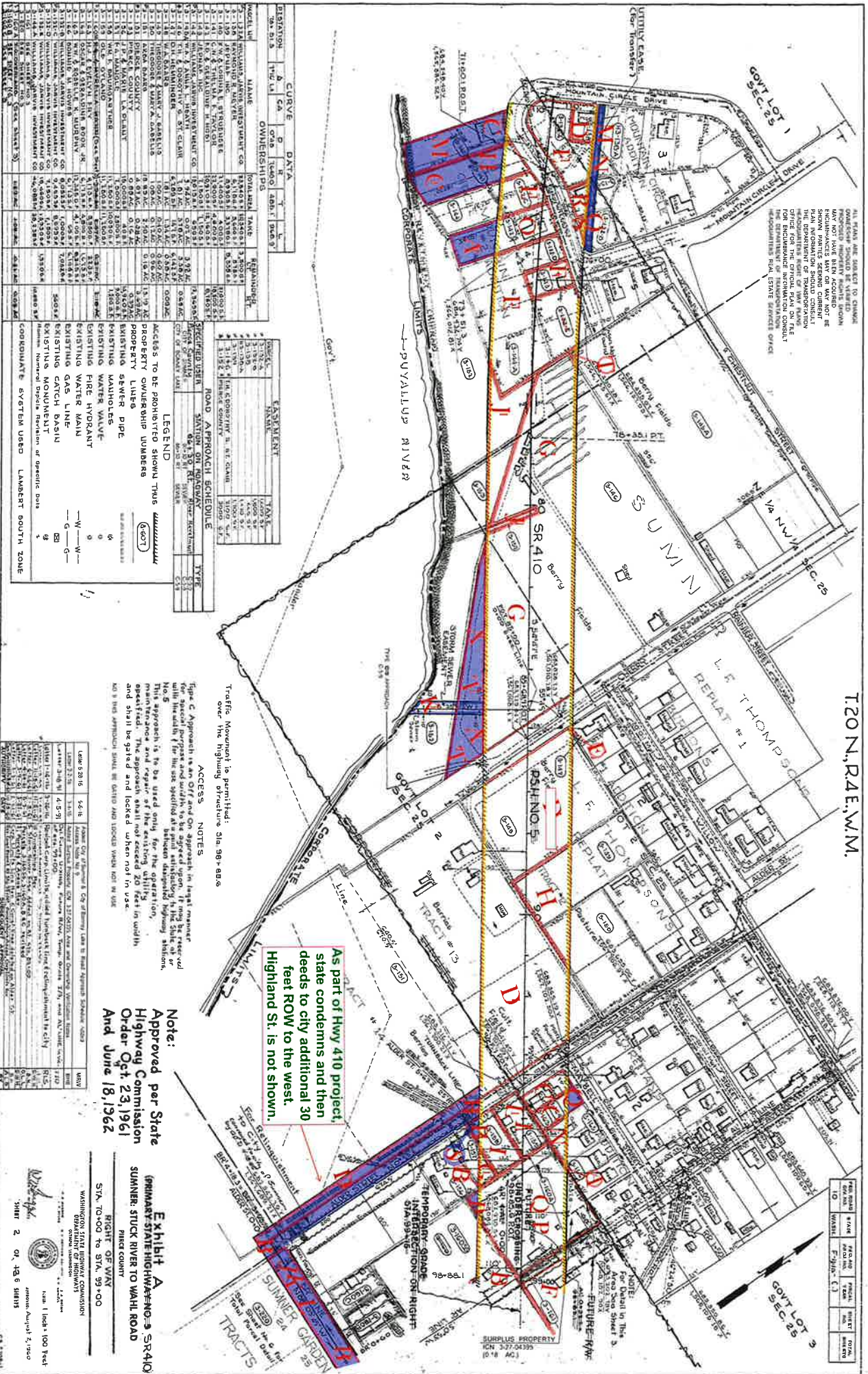
SCALE: 1 in. = 200

River changes course



T20 N., R4 E., W.M.

ALL PLANS ARE SUBJECT TO CHANGE
UNLESS OTHERWISE NOTED. ENGINEER
AND SURVEYOR SHALL BE RESPONSIBLE FOR
ACCURACY OF ALL INFORMATION. NO
WARRANTY IS MADE BY THE ENGINEER
OR SURVEYOR FOR THE ACCURACY OF
THE INFORMATION PROVIDED. THE
DEPARTMENT OF TRANSPORTATION
OFFICE FOR THE OFFICIAL ROAD PLAN
FOR ENCUMBRANCE INFORMATION CONSULT
THE ENGINEER'S REAL ESTATE OFFICE



As part of Hwy 410 project,
state condemns and then
deeds to city additional 30
feet ROW to the west.
Highland St. is not shown.

Note:
Approved per State
Highway Commission
Order Oct 23, 1961
And June 18, 1962

Exhibit A
PRIMARY STATE HIGHWAY NO. 3 SR410
SUMNER: STUCK RIVER TO WAH ROAD
PRICK COUNTY
RIGHT OF WAY
ST. 1000 TO ST. 55.00
WASHINGTON STATE HIGHWAY COMMISSION
6000 Central Expressway
SPokane, Washington
Date: 1 inch = 100 feet
August 2, 1960
Sheet 2 of 14.6 sheets
SN 410 151

See 9705270185 For Amend to Dec. of Protective Covenants & Restrictions

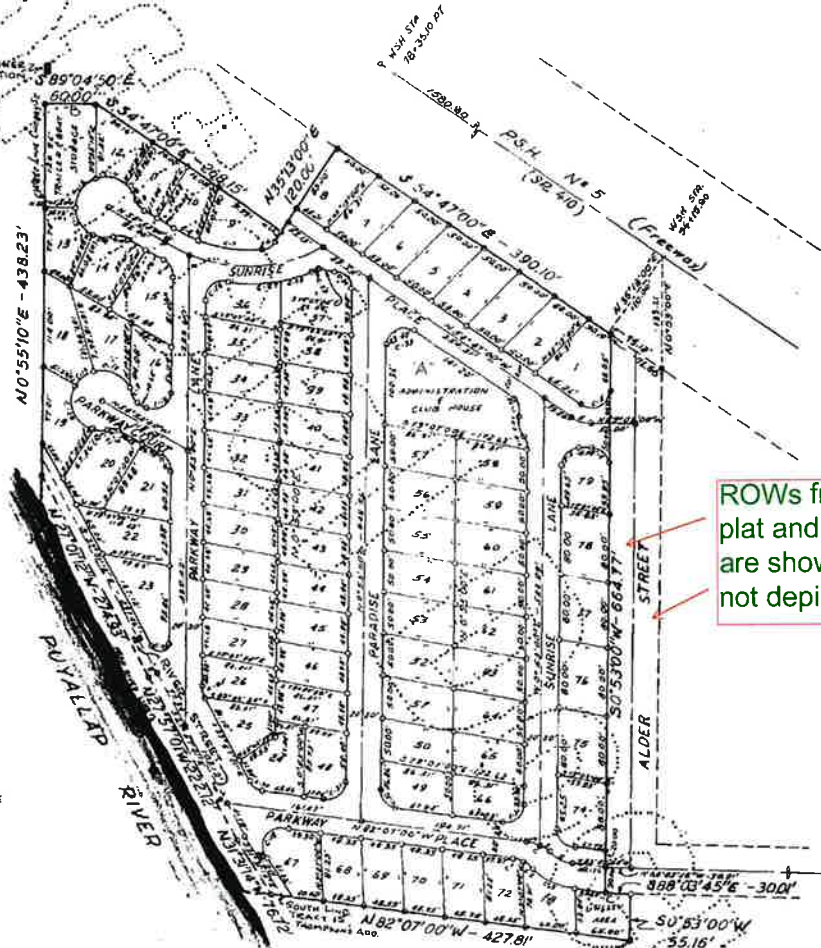
Rainier Manor

Por. of Sec. 25, T20N, R4E, W.M.

SUMNER, WASHINGTON

Scale: 1"=100'

MARCH 1973



ROWS from L.F. Thompson plat and from state grant are shown. Highland St. is not depicted.

CURVE DATA

C	A	R	L	LC	C	A	R	L	LC
A	20°07'30"	50.00'	17.56'	17.47'	C-21	38°09'32"	35.00'	23.25'	22.82'
B	17°07'16"	50.00'	14.94'	14.89'	C-22	57°10'31"	35.00'	34.93'	33.50'
C	37°14'46"	50.00'	32.50'	31.93'	C-23	152°05'48"	10.00'	26.55'	19.41'
D	37°14'46"	40.00'	26.00'	25.55'	C-24	54°09'59"	20.00'	18.91'	18.21'
E	34°20'00"	40.00'	23.97'	23.61'	C-25	28°50'01"	20.00'	10.06'	9.96'
F	10°07'26"	195.00'	34.46'	34.41'	C-26	96°36'30"	20.00'	33.72'	29.87'
G-1	22°30'41"	30.00'	11.79'	11.71'	C-27	16°46'36"	215.00'	62.95'	62.73'
G-2	31°43'38"	30.00'	11.38'	11.31'	C-28	7°26'00"	215.00'	27.89'	27.87'
G-3	44°14'20"	70.00'	54.05'	52.78'	C-29	27°34'04"	20.00'	9.63'	9.54'
G-4	30°00'00"	20.00'	31.42'	28.28'	C-30	80°00'00"	20.00'	27.93'	25.71'
G-5	124°20'00"	20.00'	43.40'	35.37'	C-31	97°00'00"	20.00'	33.84'	29.94'
G-6	50°17'56"	20.00'	17.56'	17.00'	C-32	83°00'00"	20.00'	28.97'	26.50'
G-7	25°28'27"	175.00'	77.81'	77.18'	C-33	124°20'00"	20.00'	43.40'	35.37'
G-8	10°07'26"	175.00'	30.92'	30.88'	C-34	69°30'00"	20.00'	24.26'	22.80'
G-9	13°20'30"	20.00'	15.13'	14.77'					
G-10	39°53'50"	35.00'	24.39'	23.90'					
G-11	57°15'36"	35.00'	35.29'	33.82'					
G-12	62°19'54"	35.00'	40.21'	38.04'					
G-13	33°19'21"	35.00'	40.82'	38.55'					
G-14	30°19'19"	35.00'	22.19'	21.82'					
G-15	50°16'00"	20.00'	20.84'	19.93'					
G-16	120°14'00"	20.00'	41.97'	34.68'					
G-17	82°15'36"	35.00'	54.83'	49.40'					
G-18	29°21'14"	20.00'	45.17'	36.16'					
G-19	42°44'33"	35.00'	29.62'	26.98'					
G-20	32°16'58"	35.00'	58.20'	51.73'					

I hereby certify that the within plat of "RAINIER MANOR" is based upon a true survey. That the bearings and distances are shown correctly and the monuments were found and set as indicated on the map. That the lot corners were staked with 1/2" re-bar, and that I have complied with the regulations of the City of Sumner regarding platting.

Registered Professional Engineer
and Land Surveyor

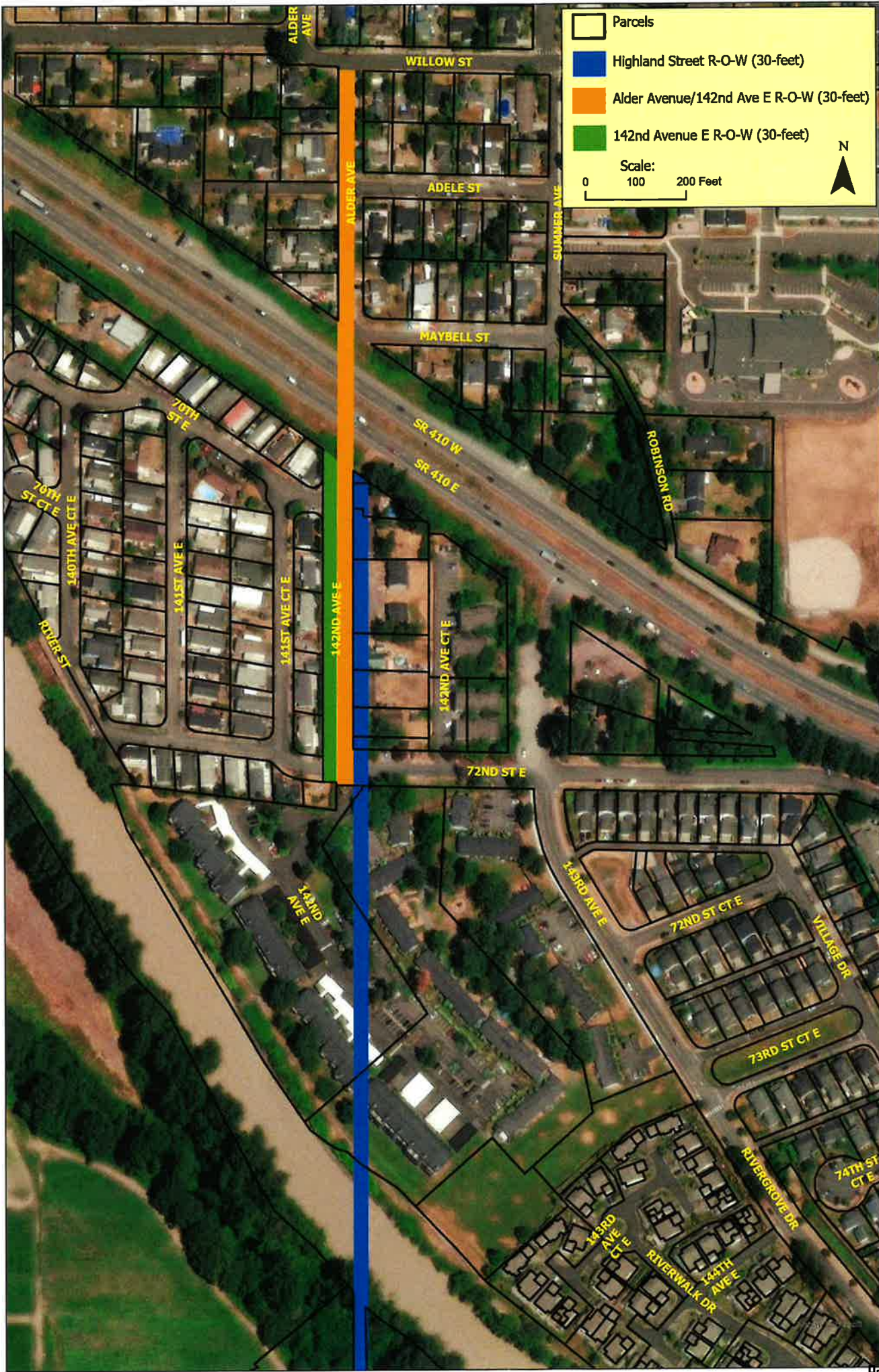
SCALE: 1"=100'

2535050

SPROUT CONSULTING ENGINEERS
35717 PACIFIC HWY. SO.
FEDERAL WAY VE-8-1900 WASHINGTON

SHEET
2 of 2

For reference only, not for re-sale.





RESOLUTION NO. 1718

CITY OF SUMNER, WASHINGTON

A RESOLUTION declaring the intent of the City Council to fix the time and place for a public hearing to discuss vacating a portion of the public right of way on 142nd Avenue East, in the City of Sumner, Washington, as more particularly set forth herein.

WHEREAS, this is a property owner-initiated request to discuss the potential vacation of a portion of the public right of way described above; and

WHEREAS, the proposed vacation portion is thirty feet of right of way created in 1906, which is to the east of the sixty feet of right-of-way that currently serves as the 142nd Avenue East right-of-way; and

WHEREAS, the homes and driveways of the property owners who are seeking vacation lie partially within the 1906 right-of-way; and

WHEREAS, there are no City and private utilities within the 30 feet that is the 1906 public right of way and the City is not using that portion of the right-of-way for any roadway, pedestrian, or other right-of-way purpose; and

WHEREAS, the City has no further need or use of the 1906 right of way; and

WHEREAS, pursuant to RCW 35.79.030, the City Council now desires to set a time for a public hearing related to vacation of the 1906 right of way, as described in Exhibit A, which is adjacent to 142nd Avenue East, with reservation of an easement for current and future City utilities;

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

Section 1. Intent to Vacate a Portion of the Public Right of Way. It is the intent of the City Council to consider vacating a portion of the public right of way on 142nd Street East, as described and depicted on the attached Exhibit A, which is attached hereto and made part hereof.

Section 2. Public Hearing. A public hearing regarding the above-described vacation will be held at the City Hall, 1104 Maple Street, Sumner, Washington at the hour of 6:00 p.m. on May 5, 2025 during the regular council meeting scheduled for that day, and the City Clerk is directed to post notices setting forth the time and place of said hearing as required by RCW 35.79.020, and as further required by RCW 35.79.035.

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 necessary corrections to this resolution, 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. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this 7th day of April, 2025.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT 'A'
LEGAL DESCRIPTION FOR RIGHT-OF-WAY VACATION
FOR A PORTION OF HIGHLAND STREET

A PORTION OF HIGHLAND STREET AS SHOWN ON THE RECORDED PLAT OF SUMNER GARDEN TRACTS RECORDED IN VOLUME 9 OF PLATS, AT PAGE 59, RECORDS OF PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 30 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 25, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, LYING SOUTH OF STATE ROUTE 410, ALSO KNOWN AS PRIMARY STATE HIGHWAY NO. 5, AND NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INITIAL POINT OF JO REITAN'S ADDITION, ALSO KNOWN AS THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 25, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON;
THENCE SOUTH ALONG THE CENTER OF SAID SECTION 25 A DISTANCE OF 287.50 FEET TO THE **POINT OF BEGINNING**;
THENCE EAST PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 30 FEET, MORE OR LESS, TO THE EAST MARGIN OF SAID HIGHLAND STREET AND THE TERMINUS OF THIS DESCRIBED LINE.

PAGE 1 OF 1

(CONTAINING 3269.9 SQ. FT., MORE OR LESS)



TIMOTHY J. MCDANIEL, PLS
WASHINGTON STATE REGISTRATION NO. 45792
(APEX PROJECT #37383)

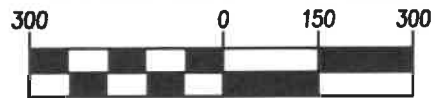


EXHIBIT B

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF SUMNER, PIERCE COUNTY, WASHINGTON



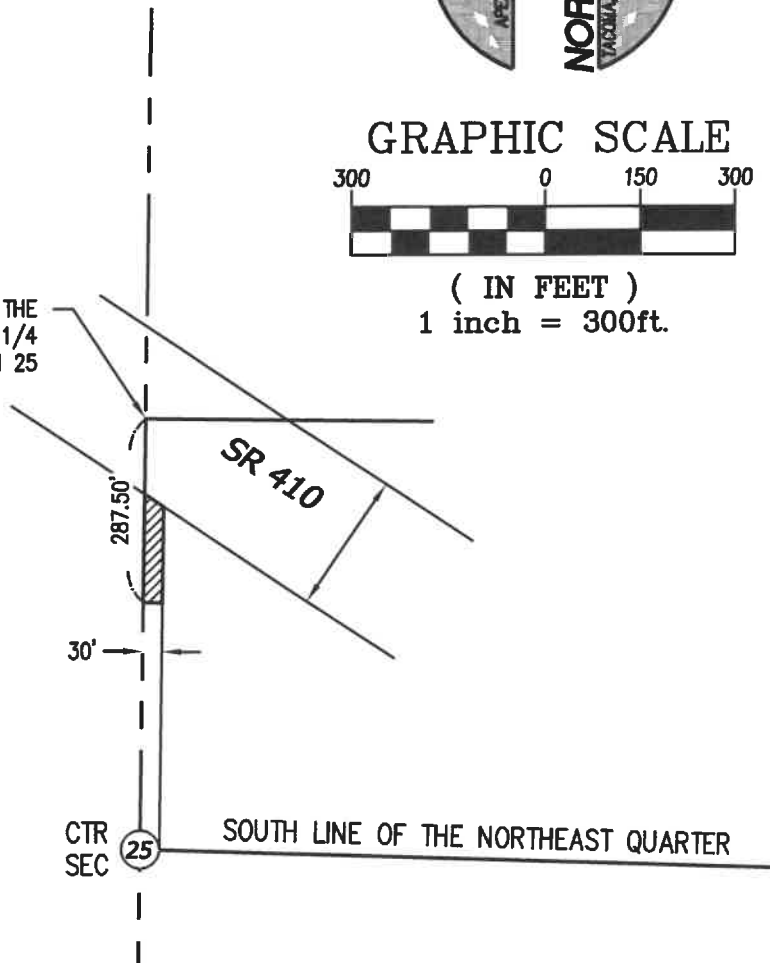
GRAPHIC SCALE



(IN FEET)

1 inch = 300ft.

SW CORNER OF THE
NW 1/4 OF SW 1/4 OF NE 1/4
OF SECTION 25



SHEET 1 OF 1

RIGHT-OF-WAY
VACATION
EXHIBIT

APEX JOB NO: 37383

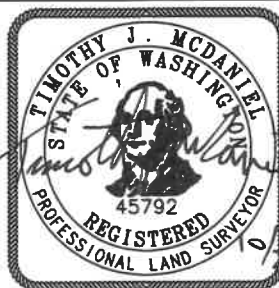
DATE: 09/27/2024

DRAWN BY: PJ

CHECKED BY: TJM

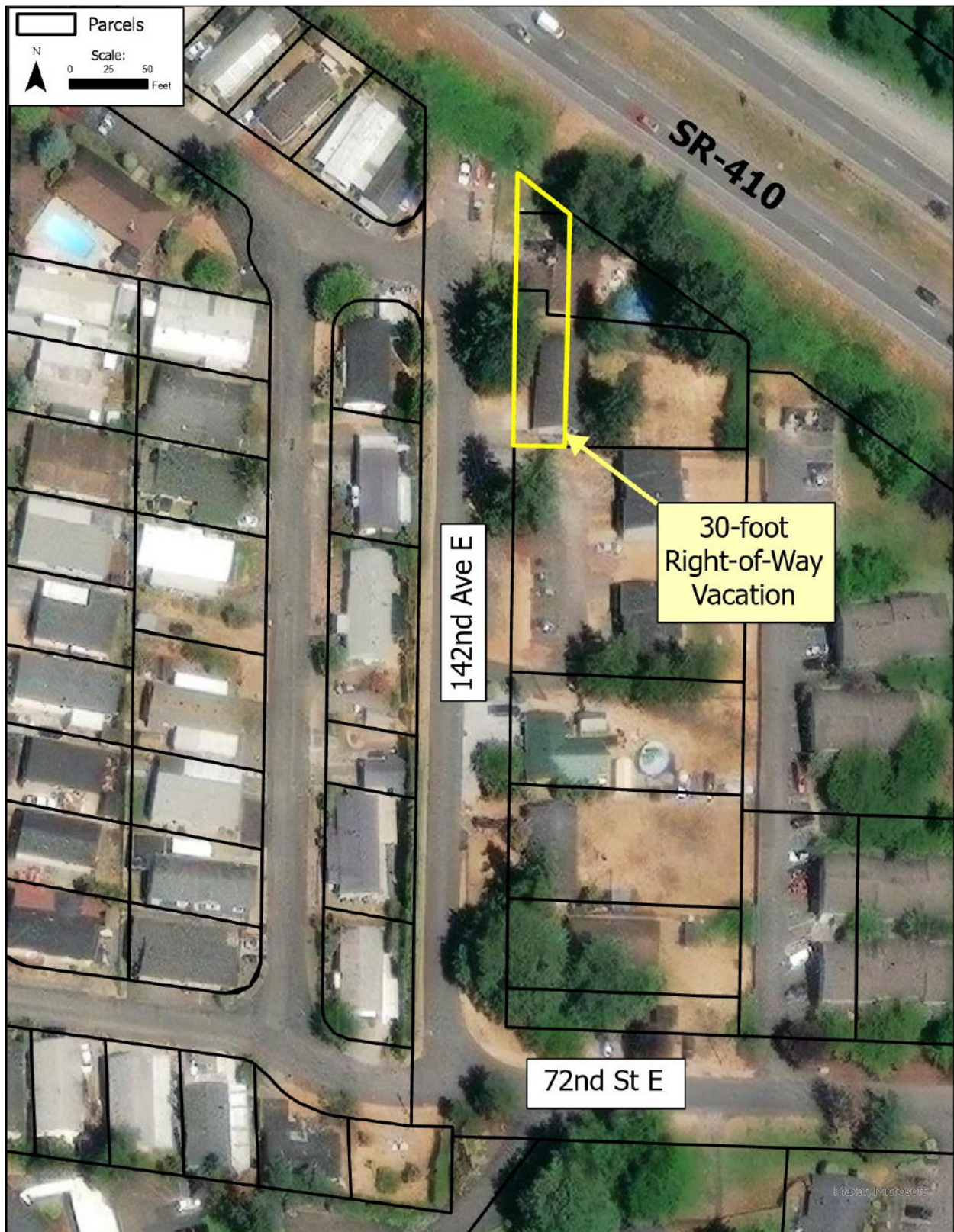
DWG. NO: 37383 SV.DWG

SCALE: 1"=300'



Apex
Engineering LLC

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599
© APEX ENGINEERING LLC 2024



SUBJECT: Approval of the minutes from the March 17, 2025 regular council meeting and the March 24, 2025 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - March 17, 2025
2. Minutes - March 25, 2025

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:

Approve the minutes as written.



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

Staff present: Wilson, Marquez, Windish, Steffens, Kosa, Moericke, Wright, Beagle 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 Pastor Augustine Ansu

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

CONSENT AGENDA

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

1. Heritage Park Remediation – Consultant Services Amendment
2. 2025 Computer Purchase
3. White River Restoration – Consultant Contract Amendment
4. Heritage Park & Hops Alley – Consultant Contract Amendment
5. Resolution No. 1715 – Interlocal Agreement with Department of Enterprise Services for EV Chargers
6. Valley Avenue Overlay – Design Consultant Contract
7. Utility Easements – Sewer Replacement Project West Cherry
8. 2024 Sidewalk Repair Program – Change Order
9. Approval of the meeting minutes for March 3, 2025

PASSED BY VOICE VOTE.

PUBLIC HEARING

REGULAR BUSINESS

1. Unfinished Business

a. Ordinance No. 2922 -Amending Sumner Municipal Code 3.52 – Multifamily Tax Exemption Code and Residential Target Areas

MOVED BY ELFERS SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2922 – AMENDING SUMNER MUNICIPAL CODE 3.52 – MULTIFAMILY TAX EXEMPTION

CODE AND RESIDENTIAL TARGET AREAS.

Economic and Community Development Director Ryan Windish addressed the item.

Since a Public Hearing was held on this item on March 3, no comments were taken from the public.

Councilmember Elfers spoke.

PASSED BY ROLL CALL VOTE. 7-0.

2. Public Comment

Nick Biermann, 5802 Parker Road East. Spoke about the Ryan House and the Historic Preservation Commission.

Tina Burnett, 228 Sumner Avenue. Spoke about the Ryan House.

Melissa Fox, 16983 8th Ave East, Spanaway. Spoke about the Ryan House.

Randall Adams, 15013 63rd Street Court East. Spoke about the Ryan House.

Amanda Henderson, 5908 162nd Avenue East. Spoke about the Ryan House.

3. New Business

a. Amended Resolution No. 1610 – Puget Sound Acquisition and Restoration Grant Acceptance.

MOVED BY CLERGET SECONDED BY ELFERS TO APPROVE THE AMENDED RESOLUTION NO. 1610 – PUGET SOUND ACQUISITION GRANT ACCEPTANCE.

Assistant Engineering Manager Robby Wright spoke to the item.

No comments from Council or the public.

PASSED BY ROLL CALL VOTE – 7-0.

4. Reports

a. Council

Councilmember Reinke attended the Community Summit on Thursday, March 13, 2025, which had a good turnout with interesting breakout sessions and a great main speaker. Mr. Reinke ended his comments on a sad note, acknowledging the recent passings of long-time Sumner residents, Dr. Mark Graham and Tom Powers.

Deputy Mayor Bowman discussed her experience at the Community Summit, attending a breakout session focusing on student homelessness. There are approximately 290-300 homeless students in the Sumner-Bonney Lake School District. She emphasized the lack of affordable housing and encouraged the public to visit the Continuum of Care website to get involved in addressing homelessness as there is a deficit of representation from the area on this issue.

Councilmember Kenna reflected on the Community Summit, particularly the Community Café, where he noticed many valuable resources available in the community. He congratulated the girls' high school basketball team for making it to state, acknowledging their great season even though they fell short. He reminded everyone about the Blood Drive at City Hall on March 18, 2025, encouraging people to stop by, as most appointments were filled. And ended by celebrating the youth in the area and their interest in serving the community.

Councilmember Cole had nothing to report tonight.

Councilmember Elfers thanked the public who came to the meeting tonight. He attended the Community Summit and enjoyed the UnSung Heros Award and especially recognizing Merilee Hill-Anderson.

Councilmember Clerget announced the Public Safety Committee meeting is cancelled and wished everyone Happy St. Patrick's Day.

Councilmember Bitetto had no report tonight.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- March 24, 2025 – Study Session
 - Puyallup / Tacoma Intersection Design
 - Transportation Benefit District
 - Bill Heath Sports Complex Update
- March 31, 2025 – 5th Monday, no meeting
- April 7, 2025 – Regular Council Meeting
 - Resolution - Setting Public Hearing for 142nd Ave E Partial ROW Vacation
 - Resolution - ILA w/Dept of Enterprise Services
 - WWTF Interior Camera Contract – SSNW
 - City Hall Access Control Contract Amendment
 - 5 Forestry Commission Reappointments
 - 2 Design Commission Reappointments
 - Van Ness Feldman Contract Amendment
 - Ordinance – Contract Code Amendment
 - White River Restoration Project Phase II Contract Award
 - Ordinance – Right-of-Way Obstruction Permits
- The Mayor and three council members will be visiting our legislative delegation in Olympia on Wednesday.
- The Puyallup Sumner Chamber of Commerce is holding their annual Economic Forecast Lunch on March 25th. Council wishing to attend need to let Michelle know today.

c. **Mayor**

Mayor Hayden invited everyone to the Daffodil Parade on April 5, 2025.

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 6:43pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC, City Clerk

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

Comments for 3-3-2025 Council Meeting:

With the city moving stealthily again to demolish the Ryan House, the sign put up today bluntly states your intentions. A couple of questions come to mind:

- 1) The City Attorney states that the 2nd Deed is invalid, the Ryan heirs, in responding to a request from the city, agreed to sign a 2nd deed that allowed the city to have museum OR a park on the parcel. Yet now, after 46+ years, the new legal representative of the city states that the city errored in requesting the new deed, so the 2nd deed is invalid. Additionally, the Communications Director has in taped sessions represented all the efforts that the city had to go thorough to contact the heirs, a process described akin to “Hearding a bunch of cats”, further proof that it was indeed the city who sought the changes noted in the 2nd deed. Further proof is the Attorney representing the city, Gordon A. Scraggin, deed sign an Excise Affidavit in December 1996, and had it recorded. So, if the city is saying they never recorded the 2nd deed, that verifies that even if the 2nd deed is valid, it was not enforceable for 17 years and for that time the city was out of compliance with the original deed = it reverts back to the Ryan heirs. Certainly, if the Original Deed is what applies to the property, the city has been out of compliance with it for over 45 years and it should revert back to the Ryan heirs.
- 2) Prove why you believe that you are still the owner yet have not maintained a library there since 1978. Your claim of ownership is invalid per the requirements of the Original Deed and the property therefore reverts to the Ryan family heirs!
- 3) WJE has stated that your representations on Sumner Connect are not accurate nor do they state accurately what The Ryan House’s current condition is.
- 4) Are you going to attempt to “develop & evaluate revisions to your demolition to mitigate the adverse impact of your actions” as stated in the letter from DAHP to you on 1-29-25
- 5) Why does the council allow the city to continually seek litigation because of their actions? You already have been shown that the city’s legal opinions are not always correct, so why invite more?

- 6) Personally, I think the city is acting like a bully because you have taxpayer funds at your disposal, far more than individual citizens certainly have. Big named families in the area are reluctant to help save the Ryan House, even though they want to, in fear of getting on the wrong side of city. This is sad that your relationship is not open with the movers & shakers in our community & indeed keep a thumb down on them.
- 7) The deed states “When the present building is ready to be torn down, the heirs reserve the right to enter and remove any part of the old house that is desired.”.. The city in their SEPA representations is that the city is taking charge of what is to be saved and will let the heirs look at it at a later time....They Ryans have the right to remove ANY PART of the Ryan House, period!!



Staff present: Wilson, Marquez, Windish, Palmer, Kosa, Moericke, Steffens, Raymond and Singh

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

THE MEETING WAS CALLED TO ORDER AT 6:04PM BY MAYOR HAYDEN.

STUDY SESSION BUSINESS

1. Tacoma and Puyallup Intersection Conceptual Design and Budget
Engineering Specialist Gursimran Singh and PW Director Michael Kosa
2. Transportation Benefit Districts Follow-Up
City Administrator Jason Wilson
3. Bill Heath Sports Complex
City Administrator Jason Wilson

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

MAYOR HAYDEN ADJOURNED THE STUDY SESSION INTO EXECUTIVE SESSION AT 7:27PM FOR A PERIOD OF 45 MINUTES FOR TWO PURPOSES:

1. RCW 42.30.110(1)(C) TO CONSIDER THE MINIMUM PRICE AT WHICH REAL ESTATE WILL BE OFFERED FOR SALE OR LEASE WHEN PUBLIC KNOWLEDGE REGARDING SUCH CONSIDERATION WOULD CAUSE A LIKELIHOOD OF DECREASED PRICE.
2. FOR PENDING OR THREATENED LITIGATION PER RCW 42.30.110(1)(I)(I) AND (II).
AT 8:15PM, THE EXECUTIVE SESSION WAS EXTENDED 30 MINUTES. COUNCILMEMBER ELFERS LEFT AT 8:26PM. AT 8:45PM, IT WAS EXTENDED FOR ANOTHER 10 MINUTES,

ADJOURNMENT

Mayor Hayden adjourned the meeting at 8:55pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Ordinance No. 2923 - Amending Sumner Municipal Code Chapter 2.112
Contract Approval Authorization

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2923 - Amending Sumner Municipal Code Chapter 2.112 Contract Approval Authorization

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

The City needs to update our municipal code related to contract approval authorization. The proposed amendments bring our municipal code in alignment with State Law regarding public works contracting. Additional changes have been made to increase contract approval limits, and provide clarity on which positions are allowed to sign contracts on behalf of the city.

As a reminder, this code authority is granted only if the contract is consistent with the approved biennial budget for the city, and the city's liability under the contract does not exceed available fund balances. All other contracts would still require council approval.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 3/20/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2923 Amending Sumner Municipal Code Chapter 2.112 Contract Approval Authorization

**ORDINANCE NO. 2923
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING SUMNER MUNICIPAL CODE CHAPTER 2.112
RELATED TO CONTRACT APPROVAL AUTHORIZATION.**

WHEREAS, the Sumner City Council determines that the practical needs of the City require that the Administration enter into certain contracts without prior individual approval by the City Council in order to allow the City to function in an orderly manner, and

WHEREAS, the municipal code needs updated to reflect current business processes, best practices, and changes to State law.

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

Section 1. Sumner Municipal Code Chapter 2.112 shall be amended as follows:

2.112.010 Contract approval authorization.

A. The city council authorizes the mayor, city administrator and department directors to enter into and execute on behalf of the city certain types of contracts without individual approval of each contract by the city council. This authority is granted only if the contract is consistent with the approved biennial budget for the city, and the city's liability under the contract does not exceed available fund balances. The contract types authorized by the council include:

Contract Type	Maximum Annual Contract Amount*	Mayor/ City Adminis trator— Jointly	Department Director
Settlement (claims/suits)	\$15,000	Yes	No
Severance agreement	\$15,000	Yes	No
Capital equipment purchase	\$300,000	Yes	No
Real property acquisition	\$15,000	Yes	No
Routine agreements	\$100,000	Yes	Yes—Up to \$30,000

Contract Type	Maximum Annual Contract Amount*	Mayor/ City Administrator—Jointly	Department Director
Public works contracts	\$350,000**	Yes	Yes—Up to \$75,500 (single craft) Up to \$116,155 (multiple craft)
Goods, services, supplies, materials or equipment	\$100,000	Yes	Yes—Up to \$15,000
Professional service agreements	\$100,000	Yes	Yes—Up to \$30,000
Lease agreements for materials, supplies or equipment	\$15,000	Yes	Yes
Contracts which carry out or implement a provision of this code or established city policy, e.g., maintenance or performance bonds for plat improvements	—	Yes	No
Amendments***—Service contracts	Total contract value after cumulative amendments does not exceed \$100,000	Yes	Total contract value after cumulative amendments does not exceed \$30,000
Amendments***—Public works contracts	Total contract value after cumulative amendments does not exceed \$350,000	Yes	Total contract value after cumulative amendments does not exceed \$50,000

<u>Contract Type</u>	<u>Maximum Annual Contract Amount*</u>	<u>Required / Authorized Signatory</u>		
		<u>Department Director</u>	<u>City Administrator</u>	<u>Mavor</u>
<u>Settlement (claims/suits)</u>	<u>\$50,000</u>		<u>X</u>	<u>X</u>
<u>Severance agreement</u>	<u>\$25,000</u>		<u>X</u>	
	<u>\$50,000</u>		<u>X</u>	<u>X</u>
<u>Capital equipment purchase</u>	<u>\$50,000</u>	<u>X</u>		
	<u>\$150,000</u>		<u>X</u>	
	<u>\$300,000</u>		<u>X</u>	<u>X</u>
<u>Real property acquisition</u>	<u>\$50,000</u>		<u>X</u>	<u>X</u>
<u>Routine agreements</u>	<u>\$50,000</u>	<u>X</u>		
	<u>\$100,000</u>		<u>X</u>	
	<u>\$150,000</u>		<u>X</u>	<u>X</u>
<u>Public works contracts</u>				
<u>Single craft</u>	<u>\$150,000</u>	<u>X</u>		
<u>Multiple craft</u>	<u>\$350,000</u>		<u>X</u>	
<u>Goods, supplies, materials or equipment</u>	<u>\$50,000</u>	<u>X</u>		
	<u>\$100,000</u>		<u>X</u>	
	<u>\$150,000</u>		<u>X</u>	<u>X</u>
<u>Professional service agreements</u>	<u>\$50,000</u>	<u>X</u>		
	<u>\$100,000</u>		<u>X</u>	
	<u>\$150,000</u>		<u>X</u>	<u>X</u>
<u>Lease agreements for materials, supplies or equipment</u>	<u>\$25,000</u>		<u>X</u>	
	<u>\$50,000</u>		<u>X</u>	<u>X</u>
<u>Contracts which carry out or implement a provision of this code or established city policy, e.g., maintenance or performance bonds for plat improvements</u>			<u>X</u>	<u>X</u>
<u>Amendments</u>				
<u>Professional Service Contracts***</u>	<u>\$50,000</u>	<u>X</u>		
	<u>\$100,000</u>		<u>X</u>	
	<u>\$150,000</u>		<u>X</u>	<u>X</u>
<u>Total contract value after cumulative amendments does not exceed:</u>			<u>X</u>	<u>X</u>
<u>Public works contracts***</u>	<u>\$150,000</u>	<u>X</u>		
	<u>\$350,000</u>		<u>X</u>	
<u>Total contract value after cumulative amendments does not exceed:</u>			<u>X</u>	

* Including sales or use tax – if applicable.

** May extend over a multi-year period.

*** The amount of a contract includes all amendments.

1. The City Council shall approve all ~~C~~contracts that are not consistent with the above table, or that are to be paid with unappropriated funds, ~~must be preapproved by the city council.~~

2. It shall be prohibited to ~~The break splitting down of~~ any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amounts outlined herein ~~is prohibited.~~

B. All contracts presented for signature by the mayor and city administrator shall be ~~signed~~ approved by the city attorney as to form and legality.

C. The mayor or city administrator in ~~his or her~~ their discretion may present any contract to the city council for prior approval, even if the contract is allowed to be approved without prior city council approval.

D. Interlocal agreements shall be adopted by resolution and presented to the city council for prior approval, and shall be jointly signed by the mayor and city administrator.

E. Other than the mayor, or their duly authorized designee, no elected or appointed official has the authority to purchase or enter into contracts on behalf of the city. For the purposes of this section, a purchase does not include approved travel, training or per diem reimbursements consistent with the personnel policies.

F. For the purpose of this chapter, “contract” means any agreement creating a legal relationship between the city and another person or entity, or any amendment thereto. (Ord. 2807 § 1, 2022; Ord. 2630 § 1 (part), 2018; Ord. 2559 § 1 (part), 2016)

2.112.015 ~~Limited public works process contracts.~~ Small Works Roster Public Works Projects

A. For projects under \$~~50,000~~ 150,000, ~~RCW 39.04.155(3) 39.04.152(4)(b) 39.04.151. and 39.04.152. shall govern~~ allows a limited process of soliciting bids from at least three contractors on the roster. relevant provisions of RCW 39.04 as currently adopted or hereafter amended shall govern.

~~B. Bid guarantees are optional. The contract must be awarded to the lowest responsible bidder.~~

~~C. Retainage and performance and payment bonds may be waived, but limited public works projects are still subject to normal prevailing wage requirements. (Ord. 2807 § 1, 2022; Ord. 2630 § 1 (part), 2018; Ord. 2597 § 1, 2017)~~

2.112.020 Emergency contracts.

A. The city council authorizes the mayor or designee to enter into emergency contracts for purchase of materials, supplies, equipment or services using unappropriated funds in emergency situations.

B. “Emergency” means a set of unforeseen circumstances that either:

1. Presents a real, immediate threat to the proper performance of essential functions; or

2. May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken;

3. For public works projects, may result in a substantial loss to the city if the contract is not immediately entered into.

C. Emergency procurements shall be made with such competition as is practical under the circumstances.

D. A written determination of the basis for the emergency and for the selection of the particular contractor/vendor shall be included in the contract file.

E. A record of each emergency procurement shall be made and shall set forth the contract's name, the amount and type of the contract, and listing of the item(s) procured under the contract, which shall be reported to the council at the next subsequent meeting.

F. If a contract is awarded without competitive bidding due to a declared emergency, the city council must adopt a resolution certifying the emergency situation existed no later than two weeks following the award of the contract. (Ord. 2807 § 1, 2022; Ord. 2630 § 1 (part), 2018; Ord. 2559 § 1 (part), 2016)

2.112.030 Purchasing policy.

The mayor and city administrator are authorized to develop internal purchasing policies that are consistent with this chapter and state competitive bidding laws. (Ord. 2807 § 1, 2022; Ord. 2630 § 1 (part), 2018; Ord. 2559 § 1 (part), 2016)

2.112.040 Acceptance of public works projects.

For public works projects under ~~\$75,500~~\$150,000 (single craft) or ~~\$116,155~~\$350,000 (multiple craft), the acceptance date shall be the completion date (as set forth by the APWA Standard Specifications). For public works projects with a total project cost over ~~\$75,500~~\$150,000 (single craft) or ~~\$116,155~~\$350,000 (multiple craft), the city administrator is authorized to accept as complete the public works and improvements performed under any contract awarded hereunder after determining that such work has been satisfactorily completed in accordance with the contract terms thereof. (Ord. 2807 § 1, 2022; Ord. 2630 § 1 (part), 2018)

Section 2. **Severability.** 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, this ordinance is deemed to control.

Section 3. **Effective date.** This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Section 4. **Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance,

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 7th day of April, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Ordinance No. 2924 - Sumner Municipal Code 12.28 Street Obstruction Permits

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2924 - Right of Way Obstruction Permits

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The city needs to expand the "notification" window in our code section SMC 12.28.020 to 5 working days for projects involving multiple or larger locations. Our resources are being overtaxed by requests to locate existing utilities. This language will improve our chances of success when handling requests for large or multiple sites.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/1/2025
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2924, revising sections of Chapter 12, of the Sumner Municipal Code, substantially in the form as approved by the City Attorney.

**ORDINANCE NO. 2924
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING SECTION 12.28.020 OF SUMNER MUNICIPAL CODE
RELATED TO STREET OBSTRUCTION PERMITS.**

WHEREAS, street obstruction permits are required before any person is permitted to dig into the public right of way and the process is governed by Sumner Municipal Code Chapter 12.28; and

WHEREAS, as part of the street obstruction permit application, the applicant is required to comply with Washington state's dig laws; and

WHEREAS, Washington state dig laws require the applicant to give the City of Sumner no less than 2 business days to locate underground facilities prior to commencing work within the right of way, or for large projects or those involving multiple dig locations, state law requires "reasonable advance" notification to the City for the purpose of locating facilities for each phase of the work; and

WHEREAS, Sumner's current code does not differentiate between single project sites and the larger/multiple sites, resulting in an expectation that all utility locates will be completed within 2 business days from the request, an expectation that does not align with state law and is not reasonable for the public works crews of Sumner's size; and

WHEREAS, this ordinance serves to update the code to include a 5-business day turnaround for large projects or projects involving multiple locations within the City.

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

Section 1. The City of Sumner Municipal Code Chapter 12.28.020 entitled Permit - Requirements shall be revised as follows:

12.28.020 Permit – Requirements.

The permit shall require permittee to give the ~~city engineer~~ public works department two ~~business~~ working days' notice prior to the commencement of ~~such~~ work within the City's right of way in the form of a street obstruction permit application notification, or in the case of a large project or project containing multiple locations, five business days' notice, which notification shall commit the permittee to carry on such work to the satisfaction of and subject to the approval of the city engineer, to diligently prosecute the same to completion, to leave the ~~street-right of way~~ in a good, clean and safe condition, to at all times keep signal lights or other proper warnings displayed sufficient to give anyone traveling upon said street, alley or public place such warning as may be necessary to prevent injury, and to comply with such additional provisions and conditions as may be prescribed by the city engineer. The day ~~of~~ on which the street

obstruction ~~notification-permit application is~~ submitted~~al~~ shall not be included in the ~~applicable two working-business~~ days' notification period, and the business days for the City's obligation to locate shall not commence until issuance of the street obstruction permit. If the acts desired to be done require the disturbing of any improvement on said street, alley or other public place, the permit shall require the permittee to restore such improvement to its original and proper condition, and if the permittee shall fail to so do, the ~~city-engineer~~ Public Works Director may cause the necessary restoration to be made at the expense of the permittee.

Section 2. Severability. 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 off 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, this ordinance is deemed to control.

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

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

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this _____ day of _____, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

Date Adopted: *xx/xx/xx*
Date of Publication: *xx/xx/xx*
Effective Date: *xx/xx/xx*