



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

June 16, 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/86471795802>

Join via audio:

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

Webinar ID: 864 7179 5802

International numbers available: <https://sumnerwa-gov.zoom.us/u/keoGZWlE>

CALL TO ORDER

Pledge of Allegiance

Invocation - Taylor Ford, Calvary Community Church

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

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

CONSENT AGENDA

1. Association of Washington Cities Conference Voting Delegates
2. Approval of the minutes from the May 19, 2025 regular council meeting, the June 2, 2025 special joint study session and the June 9, 2025 study session.
3. Approval of the checks and electronic payments in the amount of [\\$17,688,984.31](#).
4. Approval of Councilmember Bitetto's absence from the Special Study Session of June 2, 2025.
5. Operations Facility - Puget Sound Energy (PSE) Easement
6. Approval of Settlement Agreement with Reed Trucking related to Town Center Utility Woonerf Construction Project
7. Resolution No. 1722 - Pollution Prevention Assistance Program Agreement
8. Amended Resolution 1695 - Council Rules of Procedure
9. Stormwater Comprehensive Plan Update - Consultant Contract
10. Public Works Trust Fund Loan - Applicant Certification for Biosolids Equipment Modernization Project
11. Resolution No. 1723 - Vehicle Miles Traveled & Greenhouse Gas Reduction Plan, 2025

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

4. Main Street Crossings - Design Consultant Contract Award

5. Reports

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

6. Executive Session

To discuss with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i).

7. Adjournment

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

SUBJECT: Association of Washington Cities Conference Voting Delegates

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

The Association of Washington Cities Annual Conference is scheduled for June 24-27 in Kennewick, Washington. During the conference, AWC hosts their annual business meeting. At the business meeting, up to three delegates from each city have the ability to elect representatives to the AWC Board. Voting delegates may be elected officials or staff members from member cities.

Council Rule 21.2 states: "When the Mayor and/or Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternative voting delegate(s) during a public meeting, by a majority vote. When possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate."

Currently, Mayor Hayden, Deputy Mayor Bowman, Councilmember Elfers and Councilmember Reinke are registered to attend the conference and business meeting. Councilmembers may choose to attend the AWC business meeting virtually, or request to attend the conference in person.

At the June 9th Council Study Session, the council expressed their desire to have Mayor Hayden, Deputy Mayor Bowman, and Councilmember Elfers be the voting delegates for this year's AWC conference. Councilmember Reinke will serve as an alternate.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
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MEETING/STUDY SESSION DATE: 6/9/2025
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COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to appoint Mayor Hayden, Deputy Mayor Bowman and Councilmember Elfers as the primary voting delegates and Councilmember Reinke as an alternate for the 2025 Association of Washington Cities Conference.

SUBJECT: Approval of the minutes from the May 19, 2025 regular council meeting, the June 2, 2025 special joint study session and the June 9, 2025 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - May 19, 2025
2. Minutes - June 2, 2025
3. Minutes - June 9, 2025

STAFF CONTACT: Michelle Converse

SUMMARY BACKGROUND:

Minutes from previous meetings.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



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

Staff present: Wilson, Marquez, Windish, Kosa, Johnstone, McCurdy, Steffens, Palmer, Beagle, Littrell, Moe, Jorgenson

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

CALL TO ORDER

Pledge of Allegiance

Invocation David Barnes

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

PROCLAMATION

1. National Public Works Week

Public Works Director Michael Kosa and Economic & Community Development Director Ryan Windish introduced two members of the Public Works Department: Cemetery Field Supervisor Kevin Jorgenson and Public Works Operator II Lyle Moe. They then read the proclamation into the record.

PRESENTATION

1. Main and Wood – American Public Works Association Project of the Year Award

Tina Nelson, Chair of the American Public Works Association Projects Committee, spoke about the project and the criteria used to select the award winner. She congratulated the City2. Public Works Director Michael Kosa, Public Works Deputy Director Alisa O'Haver-Ayala, and Engineering Specialist Courtney Littrell on the successful project.

2. South Sound Housing Affordability Partners

Economic & Community Development Director Ryan Windish introduced Jason Guither, Manager for South Sound Housing Affordability Partners. Mr. Guither gave Council an overview of the Capital Fund Project.

CONSENT AGENDA

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

1. Contract Amendment for Senior Center Services
2. Consultant Contract Award - Safe Built
3. Heritage Park Remediation - Consultant Services Amendment
4. Puget Sound Energy Agreement for Operations Facility Power Service
5. Puget Sound Energy Agreement for 29th Street East Street Lighting
6. Resolution No. 1720 - Puget Sound Energy Conservation Grant Agreement Years 4-6
7. Phase 2 Cemetery Irrigation Improvements - Construction Contract Award
8. Approval of the minutes from the May 5th, 2025, regular council meeting and the Mayr 12th, 2025 study session.

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was no Public Hearing tonight.

REGULAR BUSINESS

1. Unfinished Business

a. Ordinance No. 2926 – Partial Right-of-Way Vacation – Highland Street / 142nd Avenue East

MOVED BY CLERGET SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2926 - PARTIAL RIGHT-of-WAY VACATION – HIGHLAND STREET / 142ND AVENUE EAST.

Deputy City Attorney Doug Ruth addressed the council. Since this item had been brought before the Council in the form of a Public Hearing on May 5, 2025, there were no public comments taken by the Mayor.

PASSED BY ROLL CALL VOTE.

2. Public Comment

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

Melissa Fox, 16913 8th Avenue East, Spanaway. Spoke about Heritage Park.

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

Nick Biermann, 5802 Parker Road East. Spoke about community involvement and the Ryan House.

Julie Norris, Chervenka Avenue. Spoke about the Ryan House.

3. New Business

a. Planning Commission Appointment – Hou

MOVED BY ELFERS SECONDED BY KENNA TO APPROVE AMY HOU TO A PLANNING COMMISSION APPOINTMENT TO A TERM BEGINNING IN MAY 2025 AND EXPIRING IN APRIL 2026. SECONDED BY KENNA.

Economic & Community Development Director Ryan Windish spoke to the topic. Ms. Hou was in the audience and was introduced to Council.

PASSED BY ROLL CALL VOTE.

4. Reports

a. Council

Councilmember Reinke shared that he had the honor of attending the Law Enforcement Memorial service, describing it as an emotional event. He noted 65 law enforcement officers have been killed in the line of duty in Pierce County. With Memorial Day approaching, he wished everyone a safe and enjoyable long weekend.

Deputy Mayor Bowman echoed comments regarding the upcoming Memorial Day weekend and shared her anticipation for summer and warmer weather. On May 9, 2025, she and Economic and Community Development Director Ryan Windish attended a Pierce County Economic Development Board meeting and provided an update to the public and Council. She also noted that the Sumner Main

Street Association is looking for volunteers for Rhubarb Days, June 21 and 22. If you are interested more information is on the Sumner Main Street Association website.

Councilmember Kenna thanked Lyle and Kevin for attending the meeting and extended congratulations to the City on the award for the intersection project at Main Street and Wood Avenue.

Councilmember Cole thanked Lyle and Kevin for their work in the City and shared her appreciation for seeing the goats in the Rivergrove neighborhood. She reported attending the Pierce County Regional Council meeting on behalf of Councilmember Elfers.

Councilmember Clerget announced the Public Safety Committee meeting for May 7th is cancelled. He also acknowledged the Public Works Department.

Councilmember Elfers shared his recent experience attending a graduation ceremony. He spoke on several current topics, including parking concerns raised during the Community Development Committee meeting, community use of parks, trails, and reservations, and how the state budget is affecting local businesses and impact fees. He shared his appreciation for the public's input and emphasized the value of respectful dialogue.

Councilmember Bitetto thanked the Public Works Department. She shared a personal story to emphasize the importance of contacting the City specifically Public Works first if a homeowner has a sewer issue. She expressed appreciation to Daron Uphaus and his team.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- May 26, 2025 – Study Session Cancelled due to Memorial Day
- June 2, 2025 – Special Council Meeting
 - Kenmore Hangar tour and discussion, leaving city hall at 3:30 anticipate arrival in Kenmore by 5:30.
- The City was recently awarded the GFOA distinguished budget award. GFOA (Government Financial Officers Association) established the Distinguished Budget Presentation Awards Program in 1984 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting and then to recognize individual governments that succeed in achieving that goal. Approximately 1,800 governments, including states, cities, counties, special districts, school districts, and more have been recognized for transparency in budgeting. To earn recognition, budget documents must meet program criteria and excel as a policy document, financial plan, operations guide, and communication too

Sumner is one of approximately 50 to receive such recognition in Washington State, and this is our 12th award.

c. Mayor

Mayor Hyden would like to remind everyone of the upcoming Memorial Day Holiday. The local Veterans of Foreign Wars will be placing flags at the cemetery on Thursday, May 8th, starting at 4:00 PM. If you're interested in helping, please feel free to stop by and participate. The formal Memorial Day service will be held on Monday, May 26th at 10:00 AM, also at the cemetery. We extend our deepest gratitude to the families who have lost loved ones in combat. We will never forget their sacrifice.

5. Executive Session

At 7:32pm, Mayor Hayden adjourned the regular meeting into Executive Session for the purposes of discussing with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i) for a period of 15 minutes, there will be no action to follow.

6. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 7:45pm. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC, City Clerk

Kathy Hayden, Mayor

From: [MELISSA FOX](#)
To: [Carla Bowman](#); bbittetto@sumnerwa.gov; [Pat Clerget](#); [Andy Elfers](#); [Greg Reinke](#); [Matthew Kenna](#); [Pat Cole](#); [Michelle Converse](#)
Cc: [Tina Burnett](#); [Nicholas Biermann](#); [Randall Adams](#); [Amanda](#)
Subject: Public Comments 2025-05-19 - Fox
Date: Monday, May 19, 2025 1:39:28 PM
Attachments: [2024 04 08 Findings and Conclusions Signed \(1\)\(1\).pdf](#)

External: Use caution with links/attachments.

May 19, 2025

Council Members and City Clerk:

I begin with the question: When does MEANINGFUL PUBLIC DIALOGUE with the City Council take place? Not at City Council meetings that limit "public comments" to 3 minutes per person and specifically states that there will be no back and forth with the Council.

As for Committee meetings, the public can OBSERVE but NOT COMMENT OR PROVIDE INPUT during the meeting. The City Council states that their doors are open to meet with people, but when those meetings have taken place, they aren't documented or shown on the City's website. How do the residents of Sumner even know questions are being asked and what the Council's responses are? There are always more than one side to a story and the only side being told is that of the City attorney, staff and council. Spreading of disinformation and a pattern of omission are effective strategies used by the Sumner City Council to suppress a fair and balanced portrayal of events.

A good example of omission, on March 17, 2025, I submitted a TNT article with my public comments and requested it be incorporated into the Council meeting minutes. To date, under "Public Comment" in the on-line minutes, it states "No Attachments". I also find it amazing how funds can be "reallocated" from one project to another. Heritage Park is 1/3 cement. With the water feature and gazebo gone... why is the name still "Heritage" Park - nothing related to Sumner's heritage remains in that area. By the way, the City still hasn't released a replacement honoring the early families who lived in Sumner. I posted my question about this and here is the response: "There's no design yet for how all the names will go back into the park. Just to clarify, the names returning will include all the donor names that were in the park, including on the brick pavers, not just the fountain names." More history and recognition of the past gone without a firm commitment to restore it.

Additionally, I am submitting a copy of the Stipulated Proposed Findings of Fact and Conclusions of Law filed in Pierce County Superior Court on 4/8/2024, for inclusion on the City's website. Currently, the only representation of the 2023 lawsuit outcome is a "Summary" filing that does not state the City's violations which required a judge's ruling to enforce. The City of Sumner brought this on themselves by failing to comply under the appropriate process including public comment and illegally issuing a demolition permit.

The latest lawsuit represents an appeal to the City's SEPA process. The petitioners are filing to ensure the City is compliant with their own process.

The City has and is allowing the public to believe the Save Ryan House and Nancy Ryan Dressel are creating frivolous litigation. In reality, a lawsuit is holding the City to the court ordered process. The City is spinning a story of tax payer monies being

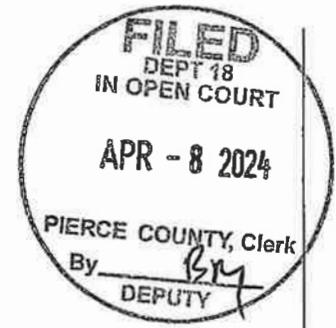
spent to defend against this lawsuit. In truth, the City, itself, this on by disregarding the legal process. By way of omission, the City's website fails to reflect the complete narrative. There are two sides to this story and only one is being told through the City's official website.

Melissa E. Fox

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dreamscapesdesign@comcast.net



4/10/2024 11:05 0126

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY

SAVE OUR SUMNER COMMITTEE;
and NANCY RYAN DRESSEL,

Petitioners,

v.

CITY OF SUMNER and DREW
McCARTY,

Respondents.

NO. 23-2-10815-4

STIPULATED PROPOSED
FINDINGS OF FACT AND
CONCLUSIONS OF LAW

FINDINGS OF FACT

1. This case involves the City of Sumner's approval of a demolition permit issued for the demolition of the historic Ryan House (permit number BLDR-2023-0400.) The permit was issued by Allison Judge, Development Services Specialist for the City of Sumner.
2. In 1926, heirs of Lucy V. Ryan donated 1228 Main Street to the City of Sumner, the location of the historic Ryan House.
3. The Ryan House is on the National Register of Historic Places. The Ryan House was built as a one-room cedar pioneer cabin in the 1860s. It is believed to be one of the oldest structures in Sumner. The house was an early location for a small post office with Lucy Ryan as the postmaster. George Ryan was the first mayor of Sumner.

PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 1

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4/10/2024 11:05 0127

1 4. The city's Comprehensive Plan and the Town Center Subarea Plan include numerous
2 provisions to preserve and enhance the Ryan House and public access to it:

- 3 • "[P]reserve . . . the historic . . . cultural resources of Sumner."¹
- 4 • "[C]ontinue to support the Sumner Historical Society by providing the use of the Ryan
5 House."²
- 6 • "[I]mprove the Ryan House and public access to the museum and consider other public
7 uses such as converting to a visitor's center."³
- 8 • "Recognize the heart and historic meaning of Downtown."⁴
- 9 • "Improve the Ryan House."⁵
- 10 • "Make improvements to Ryan House."⁶

11 5. The Ryan House was enlarged and eventually deeded to the city in 1926. It has been
12 owned by the city ever since and used as the town's library and museum.
13

14 6. The conveyance deed (Deed) outlines the grantors' wishes for the Ryan House to
15 include ensuring the City uses it "for the use of the public forever as and for a public park and site
16 for a public library."
17

18 7. Petitioner Nancy Ryan Dressel is a direct descendent of the original owners of the
19 Ryan House and of the Ryans who deeded the property to the city in 1926. She seeks to assure that
20
21
22

23
24 ¹ Comprehensive Plan, The Historic and Cultural Resources Sub-Element, Goals,
Policies, and Objectives (GPO) 1.

25 ² *Id.*, GPO 1.3.1.

26 ³ *Id.*, GPO 3.3.

⁴ Town Center Plan, Goal TC 3.

⁵ Town Center Plan, Policy TC 3.3.

⁶ *Id.*, Parks and Recreation Element, Implementation Project I-9.

4/10/2024 11:05 0128

1 her family's historic property is preserved and enhanced by the city as called for in the city's
2 Comprehensive Plan.

3 8. Petitioner Save Our Sumner Committee seeks to assure that the city abides by the
4 goals, policies, and objectives in its Comprehensive Plan and its Downtown Sumner subarea plan to
5 "preserve" the Ryan House for use by the public.
6

7 9. For years, Sumner acted consistently with its Comprehensive Plan and took steps to
8 use, protect and restore the Ryan House. The city's efforts were summarized in a staff presentation
9 to the Council on January 31, 2022. Highlights from the presentation include:

- 10 • The city's receipt of a \$100,000 grant in 2018 for restoration feasibility and design
11 studies.
- 12 • Ryan House renovation incorporated into the city's "Main Street Vision," part of
13 the Comprehensive Planning process.
- 14 • Architectural Resource Group (commissioned by the city) completes studies in 2019
15 and finds Ryan House in "good, strong shape," "design study outlines ways to
16 improve accessibility;" "quite unique, especially original cedar cabin;" "huge
17 opportunity."
18
- 19 • City Council accepts \$25,000 grant for design and cost estimates studies in 2020.
- 20 • Planning efforts include the city's Parks Department, the city's Forestry and Parks
21 Commission, the Sumner Historical Society, and the public.
- 22 • Ryan House lauded as "authentic and unique" (like Pike Place Market); "economic
23 benefits;" "community connections;" and "common ground."
24
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4/10/2024 11:05 0129

- 1 • City Council adopts new Comprehensive Plan: "Improve the Ryan House and public
- 2 access to the museum [in the Ryan House] and consider other public uses such as
- 3 converting to a visitor center."
- 4 • A million-dollar cost estimate for preservation/restoration.
- 5
- 6 10. In 2022, the City hired an architecture/engineering firm, Wiss, Janney, Elstner
- 7 Association Inc. ("WJE"), specializing in historic structures to perform a conditional assessment
- 8 and prepare construction documents.
- 9 11. WJE's initial assessments that the house required additional work prompted the
- 10 City in Spring 2023 to seek an additional \$750,000 in grant funding to cover the gap, which was
- 11 recommended for funding in 2024.
- 12 12. WJE's June, 2023 assessment found structural failures making the load carrying
- 13 capacity of the attic floor and the roof and ceiling completely compromised.
- 14 13. WJE's estimated restoration and repair costs exceeded the City's available grant
- 15 funding.
- 16
- 17 14. City staff presented Council with four options to consider in the City of Sumner
- 18 Finance and Personnel Committee meeting on August 15, 2023, the City Council Study Session
- 19 on September 11, 2023, and then again at the Regular City Council meeting on September 18,
- 20 2023.
- 21 15. Option 1 was the complete rehabilitation of the Ryan House at a minimum cost of
- 22 \$2.2 million, \$1.1 million of which was secured through grant funding and \$1.1 million was
- 23 unfunded.
- 24 16. Option 2 was the rehabilitation of a portion of the building and demolishing the
- 25 structurally compromised portions at a cost of \$1.26 million, which was unfunded.
- 26

PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 4

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4/10/2024 11:05 0130

1 17. Option 3 was to demolish the entire house and develop the space as an active
2 public park at an estimated cost of \$600,000, which was unfunded because the grant funds could
3 not be used for demolition or park construction.

4 18. Option 4 was to demolish the entire house and to restore the site to an open grassy
5 area at a cost of \$100,000, which was unfunded.

6 19. On September 11, 2023, the Council held a Study Session on the Ryan House. In a
7 shift that was unexpected by most of the public, City Staff recommended Option number 4.

8 20. During that Study Session, staff and city council members acknowledged that the
9 public would be surprised by this shift. Staff acknowledged that "the last they [the public] heard
10 was this vision of rehabilitation." Sept. 11 TR at 36:09. *See also id.* at 19:30 (staff describing the
11 "beautiful vision to do a full rehabilitation"). Councilmember Reed noted that "this will be a big
12 surprise for a lot of people." *Id.* at 39:11.

13 21. Seven days later, following some public comment during the intervening week on
14 the proposed resolution, the Council adopted Resolution 1663 that directed City Staff to apply for
15 and process a demolition permit to demolish the Ryan House. AR 526.

16 22. City engineer Drew McCarty filed an application for the demolition permit the very
17 next day. AR 935–936. She also prepared an environmental checklist. AR 559–574. On October 9,
18 2023, a city planner, Ryan Windish, filed a "SEPA Notice of Consistency," asserting that the
19 demolition met all the criteria for a planned action. AR 931–932. On October 16, 2023, Allison
20 Judge issued the demolition permit. AR 937–938.

21 23. As a result, years of planning for preservation of the Ryan House were displaced
22 with a permit for its demolition.

23 24. As part of its required periodic update pursuant to the Growth Management Act, in
24 February 2024 the city commenced its process for reviewing and amending its Comprehensive
25
26

PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 5

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4/10/2024 11:05 0131

1 Plan. Among the proposed amendments are certain amendments to the Historic and Cultural
2 Resources Element which would eliminate specific mandates about the preservation of and
3 improvements to the Ryan House.

4 CONCLUSIONS OF LAW

5
6 1. The land use decision challenged here is the issuance of a demolition permit. A
7 demolition permit is a type of "land use decision," as that term is defined in the Land Use Petition
8 Act. RCW 36.70C.020(2). Judicial review of land use decisions is exclusively pursuant to LUPA.
9 RCW 36.70C.030(1). This Court has jurisdiction over challenges to this land use permit under both
10 the State Environmental Policy Act and the Growth Management Act.

11 2. LUPA sets the standards of review this Court must apply to the challenged permit.
12 See RCW 36.70C.130. Review is appellate review on the city's administrative record. RCW
13 36.70C.120. The Court may rescind the permit if any of the following is true:
14

- 15 ...
- 16 (b) The land use decision is an erroneous interpretation of the law, after allowing
17 for such deference as is due the construction of a law by a local jurisdiction
18 with expertise;
 - 19 (c) The land use decision is not supported by evidence that is substantial when
20 viewed in light of the whole record before the court;
 - 21 (d) The land use decision is a clearly erroneous application of the law to the
22 facts;
- 23 ...

24 RCW 36.70C.130(1).

25 3. Under the first standard, questions of law are interpreted *de novo*. RCW
26 36.70C.130(1)(b); *Families of Manito v. City of Spokane*, 172 Wn. App 727, 736 (2013); *Cingular*
Wireless, LLC v. Thurston County, 131 Wn. App. 756, 768 (2006).

PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 6

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4/10/2024 11:05 0132

1 4. Factual determinations are reviewed for “substantial evidence,” requiring a
2 sufficient quantum to persuade a fair-minded person of the truth or correctness of the finding. RCW
3 36.70C.130(1)(c); *Thornton Creek Legal Def. Fund v. City of Seattle*, 113 Wn. App. 34, 61 (2002).

4 5. The application of fact to law is reviewed under the “clearly erroneous” standard.
5 RCW 36.70C.130(1)(c). A decision is clearly erroneous when the Court is left with a definite and
6 firm conviction that a mistake was committed even if some evidence supports the decision. *Norway*
7 *Hill*, 87 Wn.2d 267, 274 (1976).
8

9 6. The Court finds that it has jurisdiction under the Growth Management Act and
10 whether the issuance of a demolition permit was consistent with provisions in the City’s
11 Comprehensive Plan.
12

13 7. The Comprehensive Plan amendment process requires “early and continuous”
14 public involvement, not just during preparation of the original comprehensive plan, but also
15 whenever amendments are being considered. Public participation is one of the GMA’s mandatory
16 planning goals. RCW 36.70A.020(11). Proposed amendments are to be “broad[ly] disseminated,
17 notice must be “effective,” and the process must allow for “open discussion.” The agency must not
18 just give “consideration” to public comment; it must also provide a “response” to public comment.
19 RCW 36.70A.140 (emphasis supplied).
20

21 8. Sumner has a detailed public participation plan for proposed comprehensive plan
22 amendments. The process includes ample public notice and public participation. It mandates notice
23 to the Department of Commerce and precludes final action until after that agency’s comments are
24 considered. The notice requirements assure the public receives ample notice early in the process
25 and throughout the process. The required notice includes publication once a week for two
26 consecutive weeks, on the same day of the week, using two electronic methods, established by the

PARTIES’ STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 7

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4/10/2024 11:05 0133

1 director, and posting at public information centers and on the city's official website. SMC
2 18.56.070.

3 9. The City's comprehensive plan contains specific provisions about preservation and
4 restoration of the Ryan House. The GMA precludes the city from pursuing activities that do not
5 conform with its Comprehensive Plan. The permit authorizing demolition of the Ryan House is
6 revoked.
7

8 10. Sumner has already begun the process of its periodic Comprehensive Plan update.
9 That process, as explained above, requires mandatory public engagement. The City must first
10 provide the public with notice and an opportunity for public comment and update its Comprehensive
11 Plan before processing SEPA and a demolition permit.
12

13 11. The Court finds that it has jurisdiction over SEPA and whether the City's Planned
14 Action Ordinance was followed or appropriate.

15 12. A shortened alternative to the standard SEPA process exists. If certain conditions are
16 met, an agency may evaluate environmental impacts when adopting a comprehensive plan or subarea
17 and then skip environmental review for individual projects (so-called "planned actions"). Among other
18 conditions, to qualify as a "planned action," the project must be identified as a planned action in the
19 city's planned action ordinance; it must have had its environmental impacts analyzed in an earlier EIS;
20 and the project must be consistent with the comprehensive plan. RCW 43.21C.440(1); WAC 197-11-
21 164(1)(f).
22

23 13. The statute defines a planned action by reference to seven conjunctive requirements.
24 RCW 43.21C.440(1)(a)-(g). Three are relevant here. Subparagraph (1)(a) requires that the project
25 is described as a "planned action" in the city's planned action ordinance. Subparagraph (1)(c)
26 requires that the project's impacts were adequately addressed in an EIS for the comprehensive plan

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1 or subarea plan. Subparagraph (1)(g) requires that the project is consistent with the comprehensive
2 plan or subarea plan. RCW 43.21C.440(1).

3 14. To implement the planned action process, a county or city must adopt a planned
4 action ordinance that “define[s] the types of development included in the planned action.” RCW
5 43.21C.440(2). The planned action ordinance may include geographic and temporal limits. *Id.*
6 Thereafter, the county or city implements the planned action ordinance during the review of
7 individual projects by making a determination that the project is consistent with the planned action
8 ordinance. RCW 43.21C.440(3).

9
10 15. Sumner adopted its planned action ordinance in 2018. AR 575. It mirrors SEPA’s
11 requirements. Among other things, to qualify as a planned action, a project must be consistent with
12 the SEIS for the applicable subarea plan (the Town Center Plan); its environmental impacts must
13 have been adequately addressed in that SEIS; and the project must comply with all local
14 regulations. AR 579 (Sumner Ord. 2668, §III.E (1)(b), (e), & (g)).

15
16 16. The City’s Comprehensive Plan contains both specific provisions about restoration
17 and preservation of the Ryan House, and general provisions encouraging new parks and the
18 provision of green space. The plan mentions nothing about demolition of the Ryan House. The
19 Court finds that the specific provisions govern over the general.

20
21 17. SEPA’s “planned action” process cannot be used for projects that are not consistent
22 with the City’s comprehensive plan. Because of the inconsistency between the City’s current
23 Comprehensive Plan and the demolition permit, the City’s use of the planned action process as part
24 of its demolition permit process violated SEPA.

25 18. Because the city failed to comply with SEPA before approving the demolition permit,
26 the demolition permit is rescinded for this reason, too, and the matter is remanded to the City to follow

PARTIES’ STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 9

Bricklin & Newman, LLP
Attorneys at Law
125 NW 36th Street, Suite 205
Seattle WA 98107
Tel. (206) 264-8600

4/10/2024 11:05 0135

1 proper SEPA process and the Comprehensive Plan amendment process before making any decision
2 about the demolition of the Ryan House.

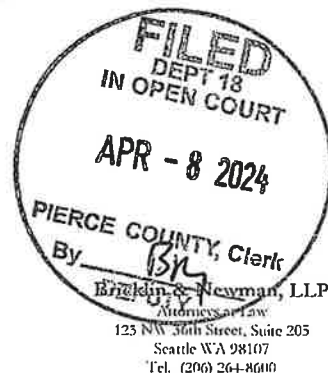
3 19. The GMA requires the City to "[1] perform its activities and [2] make capital budget
4 decisions in conformity with its comprehensive plan." RCW 36.70A.120. The specific provisions in
5 the City's current Comprehensive Plan related to the restoration of the Ryan House are not consistent
6 with issuance of a demolition permit. The demolition permit (BLDR 2023-0400) is revoked for this
7 reason, too, and the matter is remanded to the City.
8

9 20. The Court finds that the city's public safety concerns are adequately addressed in
10 the interim by the fencing the city has installed around the Ryan House.

11 21. Until and unless the comprehensive plan is amended to eliminate the specific
12 provisions about preservation and restoration of the Ryan House, following compliance with the
13 public notice and engagement provisions outlined in the GMA, SEPA, and city regulations, the City
14 may not issue a permit for demolition of the Ryan House and may not use SEPA's planned action
15 process for the demolition.
16

17 Dated this 8th day of April, 2024.
18
19

20
21 THE HONORABLE STANLEY J. RUMBAUGH
22
23



PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 10

4/10/2024 11:05 0136

1 Presented by:
2 BRICKLIN & NEWMAN, LLP
3
4 By: s/David A. Bricklin
5 David A. Bricklin, WSBA No. 7583
6 123 NW 36th Street, Suite 205
7 Seattle, WA 98107
8 bricklin@bnd-law.com
9 Attorneys for Petitioner
10 Save Our Sumner and Nancy Ryan Dressel
11

12 AGREED BY:
13 CITY OF SUMNER

14 
15 By: _____
16 Andrea Marquez, WSBA No. 45670
17 City Attorney
18 City of Sumner
19 1104 Maple St.
20 Sumner, WA 98390
21 (253) 299-5612
22
23
24
25
26

PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 11

Bricklin & Newman, LLP
Attorneys at Law
123 NW 36th Street, Suite 205
Seattle WA 98107
Tel. (206) 264-8600

I hope each of you had enough time to read the statewide magazine sent to you earlier today and handed out to you in person now with the Ryan House gracing the cover and the article inside that is a great overview of the history of Sumner and the Ryan House. These were handed out at the annual fund raiser for the Washington Trust for Historical Preservation last Friday night and are being distributed all over the state. Again, we met with many folks interested in the fate of the Ryan House, including a retired local Representative in the State House who was very supportive & gave us many pointers. All of those we meet are like us, they can't understand your actions over the last 23 month and the still unanswered question of "WHY".

We know it was not for money, because staff knew they had 1.9M available yet instead chose to represent only 1.1M to the council and no other grants were to be had. And we were told everyone who should have known about demolishing the Ryan House knew, yet we found out that was not accurate either. Instead, we have at least one council member who was mad because they believed the secret to demolish was leaked out a few days early. Yes, the council was complicit with staff in hiding the intent to demolish the Ryan House from citizens. Which all gets us back to WHY? I believe the intent the city acted illegally to demolish the Ryan House quickly was to bypass having to do an Environmental Impact Statement, for you all know that there is a high probability that historical ramifications will be verified and that may stop you from demolition and be a hindrance to your goal of having all Main Street being 4 story apartments. So, \$75K is the current price you pay on top of the 60K already spent to stay away from an EIS. As we've heard, procedures matter and now is the time for the city to start following the proper procedures & complying with the Deed stating **Library & Park!**

We know you can work with groups because the Rotary Club is raising funds specifically for the stage at Knoblauch Heritage Park. Your working with us was we will allow you to raise the unrealistic amount of 2.2M in 6 months, to then give it to the city with no strings attached and not even a commitment that all/any of it would go to the Ryan House. Tough sell to ask locals who want to support the Ryan House, telling them we don't know where the funds are going to go. Business's in town tell us they very much want to keep the Ryan House yet the city has told them do not to support Saving the Ryan House and even has had a senior executive in the city come into a business and told them to remove a flyer in a front window supporting Save the Ryan House. Just what kind of message do you think these heavy-handed efforts tell the small businesses in town about what you think of them.

Let me clarify a few statements made by Council Members last meeting:

- 1) WJE's report clearly stated that the answer to splitting 2X4's was to tuck the splintered end into a metal cap, install a wood screw to hold the splinters together and then install a sister 2X4 next to the original to support it.
- 2) Why wasn't a red tag placed on the house as soon as the council was taken through it in May of 23 instead of waiting 4 months later, during which time nothing changed, and placing a red tag the day after the quick triggered vote to demolish was approved? The red tag is either a political action taken to try & support the vote to demolish or was not done 4 months earlier to deceive the public from knowing what the city was doing.
- 3) Nobody wants to pay more taxes for anything. Be that for Council wages, be that for staff making over 140K while working 4 days a week in a city of less than 11,000 citizens, be that for your 11.5M phase 3 Knobloch Heritage Park structure for new executive offices and Council Chambers for yourselves or for high priced outside attorneys to cover your erroneous processes. Telling citizens they will have to pay more taxes for anything is the governmental fall back of using the "Fear of Loss Close", which is the weakest of closing techniques because you risk not being believed declaring the Sky is Falling all the time. Certainly not believable when you are spending 66M on the new Utility Complex and 11.5M for your phase 3 structure. No, chicken little, the sky is not falling. Yet you did pull that one off by raising taxes disguised as an increase in the utility bills. Because as we all know, nobody wants to pay more taxes.

Submitted by:
R. Adams



SPECIAL JOINT STUDY SESSION BUSINESS

City Council (with the exception of Councilmember Bitetto), staff, committee members and representatives from community organizations toured the Kenmore Hanger at Town Square located at 6728 NE 181st Street, Kenmore, WA 98028.

The tour left Sumner City Hall at 3:30pm and returned to Sumner at 8:30pm. A list of attendees in the form of a signup sheet is attached.

Michelle Converse, City Clerk

Attest:

Kathy Hayden, Mayor

NAME	ORGANIZATION/COMMISSION
Nicole Wilsey	SMBA +
Lori Waltier	SMBA
Cassidy Clark	SMBA
Nicholas Johnson	SPAF
Drew McCarty	City of Sumner
Scott Wall	City of Sumner
Elisa Ottavio - AAAA	City of Sumner
Andrea Marquez	City Attorney
Whley Krebs	SMBA
Sabrina McCall	
Joleen Jones	Design
Justin Jones	Consultant
Andy Elfers	council
MARK ISAACS	PLANNING
Todd Brank	Design Consultant - LA
Jenn Crawford	Parks + Forestry Comm.
Kristy Pistilli	Sumner Rotary
Pat Clerget	Sumner Council
Michael Kosa	City of Sumner
Carla Bowman	Sumner City Council
Lana Hoover	City of Sumner
Derek Barry	City of Sumner
Jennifer Gordon	City of Kenmore
Joseph McKinney	City of Sumner
Ryan Johnstone	City of Sumner

City of Sumner City Council Joint Study Session – June 2, 2025

Kenmore Hanger

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NAME	ORGANIZATION/COMMISSION
Carmen Palmer	City of Sumner
DEAN BURKE	VISIT TACOMA-PIERCE COUNTY
Annmarie Mathews	Cultural Arts Commission
PETER GUDMUNSON	PCTV
Bill Pugh	Sumner Rotary
Kathy Hayden	City of Sumner
John Gamon	Forestry & Parks
Ryan Windish	City of Sumner - Staff
Kristin Pustilli	Rotary Club of Sumner
Gene McCaul	Forestry & Parks
Theresa Hause	Forestry & Parks
Greg Reinke	Sumner City Council
Kristen Martinson	Design Commission
BRAD MOERCKE	Sumner PD
MARK MALCOLM	Planning Commission
Dave Eidsaune	Sumner Rotary
MATTHEW KENNA	Sumner Council
Pat Cole	Sumner Council
Pat Claret	Sumner Council
Dan Gates	City of Sumner
Jason Wilson	" "
Jeff Steffens	" "



Staff present: Wilson, Marquez, Palmer, Kosa, Steffens, R. Wright, Urquhart and Converse`

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

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

STUDY SESSION BUSINESS

1. AWC Conference Voting Delegates

City Administrator Jason Wilson

2. City of Sumner's Pollution Prevention Assistance Program

Environmental Technician Joey Urquhart , Public Works Director Michael Kosa and Engineering Specialist Robby Wright

3. Council Rules Amendment

City Attorney Andrea Marquez and City Clerk Michelle Converse

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

MAYOR HAYDEN ADJOURNED THE STUDY SESSION INTO EXECUTIVE SESSION AT 6:46PM, FOR THE PURPOSES OF DISCUSSING:

- 1) FOR PENDING OR THREATENED LITIGATION PER RCW 42.30.110(I)(i)
- 2) LABOR NEGOTIATIONS PER RCW 42.30.140

FOR A PERIOD OF 30 MINUTES

ADJOURNMENT

The meeting was adjournment at 7:23PM.

Michelle Converse, City Clerk

Attest:

Kathy Hayden, Mayor

SUBJECT: Approval of the checks and electronic payments in the amount of
[\\$17,688,984.31.](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Voucher Approval Signature Page

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	36131	To:	36582	\$2,734,038.95
Use Tax (paid to WA State Department of Revenue)		3/22/2025	To:	5/23/2025	\$1,145.84
Voided Check(s)		36077	And:	36077	\$(423.00)
Voided EFT(s)		934	To:	934	\$(252,025.79)
Voided Wire(s)		-		-	\$-
AP Electronic (EFTs) Payments:	From:	936	To:	980	\$9,770,540.96
AP Wire(s):	From:	15432	To:	15441	\$2,161,406.44
Payroll & Benefits Electronic Payments	From:	4/4/2025	To:	5/23/2025	\$3,261,095.91
Payroll & Benefits Checks	From:	10062	To:	10064	\$13,205.00
				TOTAL	\$17,688,984.31

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

Signed by:
Kassandra Raymond
Chief Financial Officer

5/28/2025 | 9:12 AM PDT
Date

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

\$17,688,984.31

Signed by:
Patricia Cole
Chair
Barbara Biletto
Committee Member
Carla Bowman
Committee Member

5/28/2025 | 12:15 PM PDT
Date
6/7/2025 | 5:36 AM PDT
Date
5/28/2025 | 10:32 AM PDT
Date

SUBJECT: Approval of Councilmember Bitetto's absence from the Special Study Session of June 2, 2025.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Councilmember Bitetto was absent from the Special Study Session of June 2, 2025. Per Council Rules of Procedure, she notified Mayor Hayden and City Administrator Jason Wilson prior to her absence.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Councilmember Bitetto's absense.

SUBJECT: Operations Facility - Puget Sound Energy (PSE) Easement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Easement
-

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager, Alisa O'Haver-Ayala , Deputy Public Works Director

SUMMARY BACKGROUND:

The Operations Facility project includes the construction of a new public works facility with approximately 102,100 sf of total building space over 6 buildings on a 6.2 Acre site at 14320 29th Street East. The facility will house Public Works, Parks, and Facilities and will include an administration building, vehicle storage, fleet washing, and material storage. The project will also include frontage improvements, landscaping, site lighting and stormwater management.

In order to construct the Operations Facility, PSE will need to provide electric service to the project located at 14320 29th St. E. Per the design, PSE will be installing electrical facilities to serve the new project. PSE standards require an easement whenever PSE facilities are installed on private property. PSE has provided an underground electric easement that will give them the right to construct, operate, maintain, repair, replace, improve, remove, and extend utility systems for the purpose of transmission.

COUNCIL COMMITTEE/STUDY SESSION: PW Committee MEETING/STUDY SESSION DATE: 6/3/2025 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to execute any and all necessary easement documents with Puget Sound Energy, as part of the Operations Facility project (CIP 17-13), substantially in a form approved by the City Attorney and ratify and confirm any and all prior acts consistent with this approval.

Puget Sound Energy, Inc.
Attn: ROW Department
3130 S. 38th Street
Tacoma, WA 98409
MLT



EASEMENT

REFERENCE #:
GRANTOR (Owner): **SUMNER, CITY OF**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PARCEL A LOT COMB 202207080001 / SW ¼ SE ¼ 12-20N-04E**
ASSESSOR'S PROPERTY TAX PARCEL: **042012-4-068**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CITY OF SUMNER**, a Washington Municipal Corporation ("Grantor" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **PIERCE** County, Washington:

**PARCEL A, CITY OF SUMNER LOT COMBINATION RECORDED JULY 8, 2022
UNDER AUDITOR'S FILE NO. 202207080001, RECORDS OF PIERCE
COUNTY, WASHINGTON.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**AN EASEMENT AREA THAT IS TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF
SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES
LOCATED AS CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR
RELOCATED, LYING WITHIN THE ABOVE DESCRIBED REAL PROPERTY.**

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for the purposes of transmission, distribution and sale of electricity. Such systems may include:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

7. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

8. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

9. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

10. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

11. Severability. Invalidity of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

12. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this _____ day of _____, 2025.

GRANTOR: **CITY OF SUMNER**, a Washington Municipal Corporation

BY: _____

TITLE: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ (Name), to me known to be the person who signed as _____ (Title), of **CITY OF SUMNER**, a Washington Municipal Corporation, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **CITY OF SUMNER**, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

SUBJECT: Approval of Settlement Agreement with Reed Trucking related to Town Center Utility Woonerf Construction Project

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. CR2A Agreement

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

Reed Trucking bid and was awarded the Town Center Utility and Woonerf Project - the City entered into a contract with Reed totaling \$6,541,360.63 in June, 2023. During the course of the project, several issues arose that ultimately led to Reed filing a certified claim against the City, totaling approximately \$450,000. The City also suffered actual damages due to asserted delays and other damages totaling approximately \$170,000. The parties engaged in an all-day mediation on May 29, 2025 and ultimately came to a full and final resolution. The City has agreed to pay Reed Trucking \$150,000 on the terms and conditions reflected in the CR2A agreement. This settlement will resolve all past, prior and future claims between the City of Sumner and Reed Trucking pertaining to this project.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve the CR2A agreement between the City of Sumner and Reed Trucking in the form as approved by the City Attorney and ratifying and confirming any and all prior acts consistent with this approval.

CR 2A Stipulation

The City of Sumner, a Washington municipal corporation ("City") and Reed Trucking & Excavating, Inc. ("Reed") enter into this CR 2A Stipulation ("Stipulation") pursuant to Civil Rule 2A as set forth below. The City and Reed are each a "Party" and collectively "the Parties" to this Stipulation.

The City and Reed are Parties to a Contract by which Reed served as the general contractor and constructed the City's Town Center Utility and Woonerf Project (the "Project").

Reed submitted a Certified Claim to the City requesting additional compensation for seven discrete items, totaling \$457,123.63 ("Reed's Claims").

The City in turn has asserted claims against Reed for four discrete items totaling \$169,307.66 (the "City's Claims")

The Parties desire to cooperatively resolve both the City's Claims and Reed's Claims without further cost or litigation and without admission of fault, mistake, error, or wrongdoing of any kind, by either Party.

NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AS FOLLOWS:

1. Change Order. The City and Reed will execute a Change Order to adjust the Contract compensation by the sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000) plus applicable sales tax.

2. Final Pay Estimate. Within two (2) days of the execution of the Change Order the City will issue and Reed shall sign a Final Pay Estimate reflecting an increase in the contract amount of \$150,000 and will not offset from the sums due Reed any sums attributable to the City's Claims.

3. Project Close Out. Upon execution of the Final Pay Estimate the Parties will proceed to close out the Project as set forth in the Project's specifications.

4. Release. In exchange for the consideration set forth above, the Parties hereby waive, release, acquit, and forever discharge each other and their officers, directors, elected officials (in the case of the City), employees, agents, contractors, heirs and assigns from any and all claims, complaints or causes of actions by and between one another for personal injuries, compensation, damages or any remedy whatsoever, which either now has or which may hereafter accrue on account of or in any way out of the Project and the construction thereof, provided, however, that the City does not waive or release Reed from and against any claim under the Contract's warranty provisions or any claim for any latent defect in the Project as constructed. The City represents and warrants that as of the date of this Stipulation, it is not aware of any defects in the Project.

5. No Admission of Liability. It is understood and agreed that this Agreement represents the compromise of any potential claims, and that the payments set forth above shall not be construed or represented as an admission of the existence of a differing site condition or liability on the part of the City or Reed, and that all Parties deny any liability and intend by the execution of this Agreement merely to fully and finally resolve claims and to avoid any litigation.

6. City Council Approval. The terms set forth in this CR2A Agreement are contingent on approval by the Sumner City Council. It is agreed that the City Attorney for the City, who was present at mediation, will recommend that the Sumner City Council approve of the terms and conditions of this CR2A Agreement, and discussion about these terms will occur during executive session(s). The Agreement will be presented to the City Council during executive session on June 9, 2025 and for final approval on June 16, 2025.

7. Formal Agreement. Should either Party desire a more formal agreement, the Parties will cooperate in drafting the same and any dispute concerning this Stipulation shall be resolved by John Guin.

STIPULATED this 29th day of May, 2025.

DICKINSON WRIGHT PLLC



Robert Marconi (May 29, 2025 19:28 PDT)

Robert S. Marconi
529 5th Ave, Suite 3400
Seattle, Washington 98101-3299
Telephone: (206) 447-4400

SCHLEMLEIN FICK & FRANKLIN, PLLC



Garth A. Schlemlein
Schlemlein Fick & Franklin, PLLC
66 S. Hanford St., Suite 300
Seattle, WA 98134

CR2A Stipulation Signed by GAS

Final Audit Report

2025-05-30

Created:	2025-05-30
By:	John Guin (john@guinlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Y5t3EVgXbf6_w71cZh9wWu0MV0Ax1aU

"CR2A Stipulation Signed by GAS" History

-  Document created by John Guin (john@guinlaw.com)
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SUBJECT: Resolution No. 1722 - Pollution Prevention Assistance Program Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution and Contract
-

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

The Department of Ecology coordinates a program among multiple jurisdictions to provide free, non-regulatory site visits to businesses. These site visits address topics such as the proper management of dangerous waste and related regulations with the goal of preventing pollution, improving worker health/safety, and reducing liability to businesses. The City has participated in this program since it was piloted in 2011, and to date has completed over 600 visits to businesses.

This agreement provides reimbursement for the staff time needed to complete these visits and attend training in addition to purchasing necessary tools and equipment. For the 2025-2027 Washington State Biennium, the City will be able to request reimbursement for up to \$195,360.00, which will cover 130 site visits.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/3/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1722, authorizing the Mayor to enter into an agreement between the City of Sumner and the Washington State Department of Ecology related to pollution prevention assistance in a form as approved by the City Attorney.

**RESOLUTION NO. 1722
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR POLLUTION PREVENTION ASSISTANCE.

WHEREAS, the City of Sumner and the Washington State Department of Ecology seek to enter into an intergovernmental agreement enabling the City of Sumner to provide free assistance to businesses in respect to dangerous waste management and regulations; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Sumner to enter into said intergovernmental agreement; and

WHEREAS, the City of Sumner is authorized, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, to enter into such agreement;

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and Washington State Department of Ecology for the purpose of participation in the Pollution Prevention Assistance program, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. Effective Date. This resolution shall take effect and be in force immediately upon passage by City Council.

ADOPTED AND APPROVED this 16 day of June, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez



IAA No. **Click or tap here to enter text.**

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

City of Sumner

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Sumner hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is for the **CONTRACTOR** to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small quantity generators in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership.

WHEREAS, **ECOLOGY** has legal authority (RCW 70A.214 and RCW 70A.300) and the **CONTRACTOR** (other party) has legal authority (**City of Sumner has a phase II municipal stormwater permit with Ecology, and the permit requires the city to implement a stormwater management action plan that includes strategies to protect surface water from source points and non-point source pollution. The city passed an ordinance, 13.48.900 Source Control Responsibility, requiring businesses to assess potential pollutants and develop pollution prevention plans. The city provides voluntary technical assistance for this.**) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

The **CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2025**, and be completed by **June 30, 2027**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2026, Ecology will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year of funding the CONTRACTOR, by June 30, 2026, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress of funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. Ecology will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is **Model Toxics Control Account (23P), Model Toxics Capital Account (23N)**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed **one hundred ninety-five thousand, three hundred sixty dollars, and zero cents (\$195,360.00)**, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and POV mileage) will be reimbursed according to current state per-diem rates at the time of travel, not to exceed the total budget (see Appendix B, *Budget Detail*).

Expenses related to initial 24-hour (or 40-hour) HAZWOPER training, and required yearly 8-hour refresher training courses will be reimbursed as part of the quarterly invoicing submittal. Invoices for those training courses must be submitted as supporting documentation for the quarterly submittal.

State of Washington, Department of Ecology
IAA No. Click or tap here to enter text.
Entity Name: City of Sumner

Expenses for language services will be reimbursed in quarterly invoice submittals. CONTRACTOR must submit invoices from the language service provider, or time sheets for internal staff providing language services, to be reimbursed as part of quarterly invoice submittals.

Funds for the purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be included in the Goods & Services Budget or Equipment Budget categories in Appendix B, *Budget Detail*. Any purchase of equipment or goods & services over \$1,000.00 not specifically listed in Appendix B, *Budget Detail* must be pre-approved by ECOLOGY in writing. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates for the contract will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to the indirect rate to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B, *Budget Detail*. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B, *Budget Detail* may be adjusted between categories with ECOLOGY's preapproval, and if the total budget is not exceeded.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted electronically or by mail, on state form Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (if the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, *Statement of Work*, Sections 4, 5, and 11 for additional information (and Section 10, *Small Change Voucher Program*, if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxic Reduction Program
Attn: Andrew Maher
4601 N. MONROE ST.
SPOKANE, WA 99205

OR

Email invoices and supporting documentation to both:
Andy Maher, anma461@ecy.wa.gov & Kristine Ray, kray461@ecy.wa.gov

Payment requests will be submitted on a Quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, *Statement of Work*, Section 11: *Invoices*, Table 11.1. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

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

6. ASSIGNMENT

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

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

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

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date

and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

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

13. ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number [REDACTED].
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security

procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

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

18. SUBCONTRACTORS

- a. CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with

Office of Minority and Women's Business Enterprises (OMWBE), WA Dept of Veterans Affairs (WDVA), or is a WA small business. Provide such information to ECOLOGY's representative.

- b. Subcontractor Payment Reporting Requirements – Access Equity:

This Agreement is subject to compliance tracking of subcontractor(s) spending using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises (OMWBE) at <https://omwbe.diversitycompliance.com/>. The CONTRACTOR and all Subcontractor(s) shall report and confirm receipt of payments made to the CONTRACTOR and each Subcontractor through Access Equity.

The CONTRACTOR may contact Robyn Crawford (rvan461@ecy.wa.gov; (564) 223-5487), Access Equity Contract Agent with Ecology's Hazardous Waste & Toxic Reduction Program for technical assistance in using the Access Equity system.

User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. ECOLOGY reserves the right to withhold payments from the CONTRACTOR for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The CONTRACTOR shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- b. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- c. Report the amount and date of all payments:
 - i. Received from ECOLOGY, and
 - ii. Paid to Subcontractors, no later than fifteen (15) days after the issuance of each payment made by ECOLOGY to the Contractor, unless otherwise specified in writing by ECOLOGY, except that the Contractor shall mark as "Final" and report the final Subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year, June 30.
- d. Monitor contract payments and respond promptly to any requests or instructions from ECOLOGY or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to:
 - i. Register in Access Equity and complete the required user training.
 - ii. Verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity.
 - iii. Report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein.
 - iv. Respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and
 - v. Coordinate with Contractor, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Andrew Maher
Address: 4601 N. Monroe St.
Spokane, WA 99205
Phone: (509) 290-7806 cell
Email: anma461@ecy.wa.gov

The City of Sumner Representative is:

Name: Robert Wright
Address: 1104 Maple St, Suite 260
Sumner, WA 98390
Phone: (253) 299-5708
Email: robertw@sumnerwa.gov

24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

By:

Signature	Date
Katrina Lassiter	
Print Name	
Hazardous Waste and Toxics Reduction Program Manager	
Title	

City of Sumner

By:

Signature	Date
Kathy Hayden	
Print Name	
Mayor	
Title	

APPENDIX A

STATEMENT OF WORK

Section 1. Introduction

This statement of work is for the 2025 – 2027 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLGY), Hazardous Waste & Toxic Reduction Program (HWTR).

The mission of the PPA Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar month. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. This program will be known as the “Product Replacement Program” or PRP.

PPA work for the 2025 – 2027 contract cycle is expected to fall within the below general proportions:

Table 1.1: PPA Work Tasks

PPA Work Tasks	% of Time Spent
Technical Assistance (TA) Visits¹ (See Appendix A, Statement of Work, Section 2 for more details)	70%
Unique Program Elements (See Appendix A, Statement of Work, Section 3 for more details)	20%
Training (See Appendix A, Statement of Work, Section 8 for more details)	10%
Other (Admin, staff meetings, etc.)	0%

¹ Approximately 10 – 15% of TA visits may involve Product Replacement Program visits.

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner and avoid any conflict of interest that might influence the CONTRACTOR's actions or judgement.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.
- CONTRACTORS will attempt to provide 40% of their services (visits and unique program elements) to businesses located within overburdened communities of Washington State. The Overburdened Communities of Washington State map provided by the Office of Financial Management is used to determine if businesses are located within an overburdened community.²
- CONTRACTORS are required to identify facilities within Overburdened Communities in Washington State during data entry into the Local Source Control Database.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect actual hours worked even if hours are higher or lower than the FTE estimate.

Key personnel changes (staff or manager leaving, new hires, etc.) must be reported to the Pollution Prevention Assistance Coordinator within **ten (10) business days**. Changes to key personnel must be documented with updated copies of the key staff table.

Table 1.2: Key Staff Table

Staff Name	Estimated FTE	Role
Joey Urquhart	.65	PPA Specialist
Robert Wright	.1	PPA Manager

Section 2. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-Up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed "Basic Checklist" (Link in Appendix A, *Statement of Work*, Section 12: *Resources*), or enough data gathered to complete

² <https://geo.wa.gov/datasets/wa-ofm::overburdened-communities-of-washington-state/explore?location=47.246690%2C-121.952358%2C10.01>

data entry into the LSC Database (Link to database in Appendix A, *Statement of Work*, Section 12: *Resources*). It will either be the first complete visit to a site OR the first visit in two (2) or more years.

- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, **OR** you were interrupted during the visit and were unable to gather complete data, **OR** you discover that the facility does not exist anymore **OR** you discover that the business does not qualify for a visit under the PPA program (e.g., it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-Up Visits must be conducted to resolve High Priority Environmental Issues (See Section Below).

Table 2.1: Total Number of Technical Assistance Visits

Number of Total Visits	130
Target for Initial Visits (60% of Total)	78

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2025 – 2027 technical assistance visits are listed in Table 2.2 *Technical Assistance Targets*.

ECOLOGY may direct a portion of technical assistance visits towards specific priority sources or contaminants.

CONTRACTORS will attempt to provide 40% of their services (visits and unique program elements) to businesses located within overburdened communities of Washington State. The Overburdened Communities of Washington State map provided by the Office of Financial Management is used to determine if businesses are located within an overburdened community.³ CONTRACTORS must identify facilities within Overburdened Communities in Washington State during data entry into the Local Source Control Database.

Table 2.2: Technical Assistance Targets

Technical Assistance Targets	Rationale for Selection
Transportation and Warehousing	The majority of land use in the city of Sumner is impervious surfaces dedicated to these industries. Businesses in these sectors constitute the largest drainage areas of stormwater and take the most time and energy to work with because of the size and complexity of their properties. Potential pollutants are BOD, Metals, Oil & grease, TSS, caustics, organo-chemicals (benzene, vehicle fluids), and solvents.
Multifamily, apartments, rental agencies	As more and more housing growth and development occurs in the city of Sumner, the need to ensure property managers and tenants of housing developments and HOAs are up to date on wastes generated and stored at their property. A big emphasis on managing stormwater run-off and preventing contamination.

³ <https://geo.wa.gov/datasets/wa-ofm::overburdened-communities-of-washington-state/explore?location=47.246690%2C-121.952358%2C10.01>

High Priority Environmental Issues

The below list is ECOLOGY's High Priority Environmental Issues list because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-Up Visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-Up Visit is necessary. A Follow-Up Visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve High Priority Environmental Issues, the Pollution Prevention Specialists will refer the issue to ECOLOGY or another appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether the issue needs to be referred.

High Priority Environmental Issues List:

- Hazardous waste being improperly designated.
- Hazardous waste being improperly disposed.
- Hazardous products / wastes being improperly stored.
- Compromised dangerous waste containers need to be repaired or replaced.
- Illegal plumbing connection.
- Illicit discharge of wastewater to storm drain.
- Improperly stored containerized materials.
- Improperly stored non-containerized materials.
- Leaks and spills in dangerous waste storage areas.

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

Prior to the Visit:

- Coordinate with other entities that may be conducting business visits in the area to reduce potential "inspection fatigue".
- Check with ECOLOGY Urban Waters Staff (where applicable) to ensure that the business is not currently being visited by Urban Waters Staff.
- Research site and issues prior to the visit using a combination of data sources, such as LSC Database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) for previous visits or visit to similar businesses, industry resources, news articles, etc.
- To the extent possible, verify the site is not a medium or large quantity generator.
- Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site on the Checklists & Tip Sheets Page. (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) to help guide the visit.

During the Visit:

- Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).

- Ensure, at a minimum, all items on the Basic Checklist are reviewed.
- If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit.
 - This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
- If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program, EnviroCertified, or other green business programs.
- If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Appendix A, *Statement of Work*, Section 5, *Product Replacement Program*.
- Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally, ECOLOGY will provide spill kits through a bulk order if funding is available.
- Photograph observed issues for before and after photos to use in writing up case studies.
- Activities that may be beneficial during the visit include, but are not limited to:
 - Walking the site (interior and exterior).
 - Checking storm drains.
 - Checking for illicit connections.
 - Checking dumpster and waste storage.
 - Providing handouts with technical information and guidance.
 - Ensuring necessary permits are in place.

Translation / Language Services – During the Visit

CONTRACTORS are required to have a language service in place to be able to provide real-time interpretation services to businesses when doing PPA and/or PRP visits. This will ensure that the business understands their commitment and the information being shared by PPA specialists.

CONTRACTOR staff can provide translations and interpretations for languages they speak fluently, if approved by the Pollution Prevention Assistance Coordinator. CONTRACTORS must have a service in place to provide language services for those languages not spoken by CONTRACTOR staff.

CONTRACTORS that do not have a service contract in place at the time of signing the contract must obtain a service contract within three months of signing the contract, or the contract will be subject to termination.

CONTRACTORS must submit invoices from language providers with supporting documentation during quarterly invoices. If the language providers are in-house staff, CONTRACTOR will provide timesheets showing the hours spent on language services and submit with supporting documentation.

End of Visit / After Visit:

- Provide written follow-up to the business to document the results of the visit. This can be done by leaving a copy of the checklist or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Education & Outreach Documents on PPA Partnership SharePoint), or by sending follow-up letters/emails, or alternatively by sending a “thank you” postcard if no issues were identified.

- If necessary, coordinate with other agencies (e.g., the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency's regulations and/or best management practices.
- PPA Specialists will make referrals to ECOLOGY and other regulatory agencies as needed and document the referral in the Local Source Control (LSC) database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Section 3. Unique Program Elements

The CONTRACTOR will conduct the unique program elements for their PPA program as outlined in Table 3.1, below.

Table 3.1: Unique Program Elements

Unique Program Element	Description	Deliverable(s)
Mentoring Steering Committee	Provide guidance to new specialists through Know to Grow monthly learning sessions (formerly called the New Discussion Panel). Steering Committee members will develop agendas, topics, and help in the facilitation of these learning sessions. Steering committee members will: create a charter, workplan, and the development and implementation of mentoring bootcamp.	• Develop a charter for the workgroup by December 31, 2025. • Notes from steering committee meetings will be kept on the SharePoint site. • Develop a work plan for KTG sessions to determine agendas and topics and assign facilitators for the sessions. • Oversee logistics of the KTG sessions: collection, reviewing, and processing feedback to ensure continuous improvement. • Develop agenda, topics, and facilitation of the mentoring bootcamp.
PPA Mentoring Program (Part 1 of 3): • Know-2-Grow (K2G) sessions • One-on-one Co-Visits with mentor/mentee • Mentoring Bootcamp	Know-2-Grow (K2G) Sessions: Mentors will develop, facilitate, and lead monthly mentoring sessions.	Know-2-Grow (K2G) sessions. • Develop, facilitate, and lead monthly 1-hour-long mentoring sessions, as requested. • Mentors who do not currently have a mentor for field shadowing will be expected to participate in the K2G sessions and their mentoring obligations. • New mentees must attend at least 12 out of the 24 available sessions, choosing the ones that best fit their schedule/needs.

PPA Mentoring Program (Part 2 of 3): • Know to Grow (K2G) sessions • One-on-one Co-Visits with mentor/mentee • Mentoring Bootcamp	One-on-one Co-Visits with mentor/mentee: New specialists will be supported in gaining competence through shadow visits in the Mentor’s own jurisdiction, and can, at the discretion of the Mentor and their availability, practice “lead” visits in their own jurisdiction, or the Mentor’s. The intention is to help the new specialists prepare to conduct solo PPA site visits with confidence.	One-on-One Co-Visits with mentor/mentee • Provide guidance to new specialists to support them in gaining competence through co-visits in the Mentor’s own jurisdiction and, can, at the discretion of the Mentor and their availability, practice “lead” visits in their own jurisdiction, or the Mentor’s. The intention is to help the new specialists prepare to conduct solo PPA site visits with confidence. • Mentors will also ensure that all Checklists are covered, and issues are addressed in a professional and timely manner. • Commitments to mentors can range from in-person co-visits, one-on-one meetings (virtual or in-person), phone calls, emails, and possible travel to the mentee’s jurisdiction. • Mentors will be required to check in with mentees monthly to check on status and how things are going via phone, email, or video chat (Teams or Zoom)
PPA Mentoring Program (Part 3 of 3): • Know to Grow (K2G) sessions • One-on-one Co-Visits with mentor/mentee • Mentoring Bootcamp	Mentoring Bootcamp: Mentors will actively participate in a “Mentoring Bootcamp” workshop to be held as needed. This will be in person and date to be determined. The goal of the mentoring bootcamp is to clearly outline mentor expectations and promote consistency throughout the PPA partnership.	Mentoring Bootcamp: • Participation in an in-person day-long mentoring bootcamp at Ecology’s Northwest Regional Office, as needed. • Mentors should have basic dangerous waste/stormwater knowledge, and one contract cycle completed in PPA. • Notes and resources from the mentoring bootcamp will be placed on the PPA SharePoint site.

Section 4: Partnership Branding and Outreach

When unique outreach or education materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the

CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified branding image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint Publications & Handouts site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided to ECOLOGY for upload to the PPA Partnership SharePoint Publications & Handouts site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements. See PPA Partnership SharePoint site for requirements. (Link in Appendix A, *Statement of Work*, Section 12: *Resources*)

Section 5: Product Replacement Program (PRP)

The Product Replacement Program's (PRP) mission is to safeguard the health of all Washingtonians and preserve their environment by providing financial resources and technical support to businesses to reduce the use of targeted toxic chemicals and heavy metals in consumer products and industrial processes. PRP removes and replaces products, processes, or technologies that use toxic chemicals to prevent them from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk, is to eliminate these toxic chemicals at the sources. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. The CONTRACTOR will assist ECOLOGY in implementing PRP projects by promoting participation, making recommendations, assisting with required paperwork, and conducting technical assistance and confirmation visits.

PRP projects include, but are not limited to:

- Degreasers in parts washing systems in the automotive repair sector by visiting automotive repair facilities, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).
- Educate schools, recreation centers, local retailers, and salons on opportunities to switch to safer chemicals used in chemistry and art labs, foam cubes in tumbling pits, receipts used in cash registers, and cosmetics products used in salons are potential PRP projects during this contract cycle.

The CONTRACTOR will suggest new PRP projects to Ecology based on opportunities they see during technical assistance visits. A PPA-PRP Committee will assist Ecology in the development of new

projects, how to implement and market them, and develop training on implementation for the larger Partnership.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the chemicals or products included in the PRP. Final guidelines for each project will be posted on the PPA Partnership SharePoint page and training for implementation will be provided at webinars or All-Staff meetings.

PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included with the CONTRACTOR's funding compensation associated with this contract. Payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. To facilitate these payments, the CONTRACTOR shall assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Each PRP program will have specific records requirements, and all records will be maintained on ECOLOGY's PRP SharePoint Site. The required records may include copies of the program voucher, product invoices, disposal receipts, recycling receipts, state payee forms, along with any other documentation required by ECOLOGY to reimburse the business. Requirements for each PRP Program will be available under Product Replacement Program on the PPA SharePoint site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

The CONTRACTOR will provide technical assistance to the businesses to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the required steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs are maintained on the PPA Partnership SharePoint site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Required Steps

- CONTRACTOR conducts an initial technical assistance visit, reviews all aspects of the PPA basic checklist on the PPA SharePoint Site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) with the business, and identifies any issues that need to be addressed before moving forward with a product replacement program.
- CONTRACTOR provides the business with recommendations to reduce or eliminate a qualifying chemical or product based on the currently active product replacement programs (see ECOLOGY's PRP website for active programs) (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).
- CONTRACTORS review and complete the PRP voucher (if required for that specific PRP project) with the business. CONTRACTORS provide copies (photographs or scanned copies) of the completed and signed voucher to the Product Replacement Coordinator who reviews and approves the business to make the purchase of approved products or equipment.
- CONTRACTOR assists businesses as needed with paperwork required to apply for reimbursement, including a state payee registration form.
- CONTRACTOR must communicate to the businesses that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.

- Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
- Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTACTOR's representative for some PRP projects.
- CONTACTORS may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Appendix A, *Statement of Work*, Section 10, *Small Change Voucher Program*.

Section 6: Timeline

Table 6.1: Timeline

Time Period	Goal for # of Site Visits	Unique Program Element Activities	Technical Assistance Target Activities
July 1, 2025 – December 31, 2025	30	Mentoring	Transportation and warehousing
January 1, 2026 – June 30, 2026	30	Mentoring	Transportation and warehousing
July 1, 2026 – December 31, 2026	35	Mentoring	Multifamily, property managers
January 1, 2027 – June 30, 2027	35	Mentoring	Multifamily, property managers

Section 7: Local Source Control (LSC) Database

Information gathered during technical assistance site visits by the CONTRACTOR must include all the elements that are listed in the most up to date PPA Basic Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*). The following guidance applies to all technical assistance visits, unless other discussed with ECOLOGY:

- Collect enough information to complete all the applicable fields in ECOLOGY's LSC database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) and enter it into the database **within fifteen (15) workdays** of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database **within fifteen (15) workdays** of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum, all elements on the most recent version of ECOLOGY's PPA Basic Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.

- CONTRACTOR may substitute use of their own version(s) of the checklist(s) if it contains all elements of ECOLOGY's PPA Basic Checklist and has been reviewed and approved by ECOLOGY.
- Refer to the LSC database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) instructions posted in the database interface or contact ECOLOGY PPA Staff for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section 8: Training

ECOLOGY expects the CONTRACTOR to provide basic training to newly hired PPA Specialists, while ECOLOGY will offer additional training to support PPA activities, especially site visits to small businesses. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. This will include emerging issues and forums for sharing best practices, strengthening the PPA Partnership. ECOLOGY, along with In-House Mentors and PPA Mentors, will support new PPA Specialists. Within two weeks of notice of hire, ECOLOGY will send a "welcome email" with instructions for accessing the PPA Partnership SharePoint, LSC Database, and training resources. All PPA Specialists must set up weekly (or more frequent) alerts for the SharePoint Discussion Board.

HAZWOPER 24-hr. Certification

ECOLOGY requires PPA specialists to obtain and maintain, at a minimum, a 24-hr HAZWOPER certification and refresher class. CONTRACTORS are allowed, and encouraged, to obtain the 40-hr HAZWOPER and refresher but are not required to obtain that level of training.

CONTRACTORS will be responsible for finding, registering, and paying for the HAZWOPER certification and refreshers themselves. CONTRACTORS will submit copies of class registration and paid invoices to ECOLOGY for reimbursement during quarterly submittals.

New PPA Specialist Training Modules & Know-2-Grow (K2G) Learning Sessions

ECOLOGY ensures PPA Specialists are well-prepared by offering foundational and ongoing training, requiring consistent participation for effective program delivery. Foundational training includes self-paced online modules on ECOLOGY's SharePoint, to be completed within the first quarter. Completion is tracked. Monthly live "Know 2 Grow" (K2G) sessions, led by PPA Mentors, provide interactive training via Microsoft Teams (except July & December). Sessions are typically on the second Thursday, 10:00–11:00 a.m., and may occasionally be adjusted, with advance notice provided.

Table 8.1: Know 2 Grow (K2G) Session Schedule

2025	2026	2027
August 14, 2025	January 8, 2026	January 14, 2027
September 11, 2025	February 12, 2026	February 11, 2027
October 9, 2025	March 12, 2026	March 11, 2027
November 13, 2025	April 9, 2026	April 8, 2027

	May 14, 2026	May 13, 2027
	June 11, 2026	June 10, 2027
	August 13, 2026	
	September 10, 2026	
	October 15, 2026	
	November 12, 2026	
Attendance Requirement: All new PPA Specialists who have not yet attended ten (10) K2G monthly sessions are required to attend. PPA Mentors are required to attend every K2G session. Mentors must notify the PPA Partnership Coordinator if they will not be able to attend.		

One-on-One Field Mentoring

The CONTRACTOR will provide new PPA specialists with mentoring from experienced specialists (In-House PPA Mentors), focusing on internal procedures and site visits. If no In-House Mentor is available, ECOLOGY will assign a one-on-one mentor. The duration of the one-on-one mentoring will be dependent on the new specialist's prior experience and will be agreed upon following evaluation by Ecology and discussions with the specialist. Additionally, the PPA Mentoring Program connects new specialists with mentors through K2G sessions, Webinars, All-Staff training(s), and the Discussion Board. Specialists are encouraged to seek out additional mentoring support for problem-solving, sector research, and field mentoring. Field mentoring involves site visits with the new specialist observing the mentor and serving as a backup specialist during field work. New specialists will gradually take over the lead duties during field work to prepare for full-time lead duties and to prepare for ECOLOGY's Shadow Workday. Field mentoring visits must occur before the ECOLOGY PPA Shadow Workday. For more details, refer to the New Specialist Training Plan (Appendix A, Statement of Work, Section 12: Resources).

Ecology Shadow Workday (Ecology Approval)

Once the PPA Mentor and new PPA Specialist agree on readiness, ECOLOGY staff will accompany the specialist on a few technical assistance visits (Ecology Shadow Workday). During these visits, the specialist will demonstrate their ability to engage with site contacts and present the PPA program, including waste management, spill prevention, stormwater pollution, and toxics reduction. After the shadow workday, the specialist will inform ECOLOGY once the LSC database entries are complete and provide any follow-up materials for review.

Ecology PPA Specialist Approval Process

ECOLOGY must explicitly approve the new PPA Specialist before they can conduct solo PPA site visits under this contract. To gain approval, the new PPA Specialist must:

- Complete all online training modules.
- Attend required PPA webinars and monthly Know-2-Grow (K2G) sessions.
- Complete Shadow Workday with ECOLOGY.
- Submit follow-up materials and LSC database entries from the sites visited during the Shadow Workday.

ECOLOGY may require the New PPA Specialist to undergo additional mentoring before granting approval.

All-Staff Training for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two or three PPA Partners, who have signed up to plan these trainings as a unique program element. When appropriate, these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters.

Training topics at All-Staff Trainings are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Typically, these trainings are held the second Wednesday in September/October and March/April. The in-person trainings are typically scheduled to run between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed. ECOLOGY must pre-approve overnight travel if it is being charged to the PPA partner budget.

When trainings are held virtually online, the training will typically be scheduled for 8:30 a.m. to 12:00 p.m. across two days, usually a Tuesday and Wednesday.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA Specialist per jurisdiction to attend the All-Staff Training. This person is responsible for disseminating information back to the PPA Specialists from that jurisdiction. Managers are welcome to attend the All-Staff Trainings but are not required to attend.

Generally, training substitutions are not allowed for the All-Staff Training, however, exceptions may apply. PPA Coordinator must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Monthly Webinar Trainings

ECOLOGY conducts monthly webinar trainings during most of the months of the year. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA Partners. ECOLOGY will also ask PPA Partners to present on case studies.

These meetings are one and a half hour (1.5 hours) sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to nine (9) webinars will be scheduled each contract year. See Table 8.2 for the tentative training schedule.

Attendance Requirement: Each PPA Specialist must attend at least seven (6) of the nine (8) Webinars each contract year (July 2025 through June 2026 and July 2026 through June 30, 2027, for the current contract). **Table 8.2** below contains a tentative training schedule for monthly webinars and the twice annual All-Staff meetings; ECOLOGY will communicate the final schedule to the CONTACTOR. For those months identified as “Webinar or All-Staff”, there might be an All-Staff meeting planned for that month. If there is no All-Staff for a given month, then there will be a webinar planned for that month.

Other training courses, relevant to PPA Specialists' work, may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by the PPA Coordinator at least two weeks in advance of the Webinar that will be missed by the Specialist.

Table 8.2: Tentative Training Schedule (Subject to Change)

Date	Training Type	Date	Training Type
July 2025	No Training	July 2026	No Training
August 13, 2025	Webinar	August 12, 2026	Webinar
September 10, 2025	Webinar or All-Staff	September 9, 2026	Webinar or All-Staff
October 8, 2025	Webinar or All-Staff	October 14, 2026	Webinar or All-Staff
November 12, 2025	Webinar	November 10, 2026	Webinar
December 2025	No Training	December 2026	No Training
January 14, 2026	Webinar	January 13, 2027	Webinar
February 11, 2026	Webinar	February 10, 2027	Webinar
March 11, 2026	Webinar or All-Staff	March 10, 2027	Webinar or All-Staff
April 8, 2026	Webinar or All-Staff	April 14, 2027	Webinar or All-Staff
May 13, 2026	Webinar	May 12, 2027	Webinar
June 10, 2026	Webinar	June 9, 2027	Webinar
Attendance Requirement: Each PPA Specialist must attend at least seven (6) of the nine (8) scheduled Webinars each year. PPA Specialists must attend both All-Staff Trainings unless prior approval has been obtained from the PPA Coordinator.			

Section 9: Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (See Schedule in Appendix B, *Statement of Work*, Section 11, Table 11.1, *Invoicing Schedule*). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on unique program elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Quarterly Progress Report should **ONLY** include the status of the work conducted during the quarter and **NOT** include a roll-up of progress to-date since it serves as backup documentation for the expenses included in the quarterly invoicing. See Appendix A, *Statement of Work*, Section 11, *Invoicing*.

Annual Reports

Annual Reports are used to briefly summarize contract status to-date including number of site visits performed, unique program element activities conducted, Technical Assistance target activities conducted, lessons learned, and budget status, progress towards goal of 40% of visits in Overburdened Communities in Washington State. Annual reports shall be provided to ECOLOGY by **July 31, 2026, and July 30, 2027**. The report shall include two to three “case studies” of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if possible. The second-year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and/or All-Staff Trainings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within **10 business days**.

- Key personnel changes (staff or manager leaving, new hires, etc.). Changes to key personnel must be documented with updated copies of the key staff table.
- Initiation of, or changes to, a subcontract. See Section 18 *Subcontractors* of the Interagency Agreement for specific information that is required regarding subcontractors.

Section 10: Small Change Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to; secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments, and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500.00 or less. These reimbursements will come from the Small Change Voucher Program budget category (see Appendix B, *Budget Detail*). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoice (See Appendix A, *Statement of Work*, Section 11 *Invoicing* for more details).

The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Section 11: Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4 *Billing and Payment Procedures*). In addition, the following information is provided:

- See also Appendix A, *Statement of Work*, Section 5: *PRP* and Appendix A, *Statement of Work*, Section 10: *Small Change Voucher Program* for additional information on submitting invoices and reimbursement requests for those programs.

- The Invoice Voucher (form A19-1A) (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) must have an approved electronic signature method if submitted electronically. Acceptable signature formats include the following.
 - Adobe Acrobat Certificate-Based Signature, which requires BOTH a scanned signature image and Adobe information. Signers do not need an Adobe PRO license, only the person preparing the document for their signature needs an Adobe PRO license.
 - Scanned image of signature. Copy and paste the scanned wet signature into the document itself.
 - Typed name and “signed electronically” with the signature date included in the signature line.
 - Other methods approved by Ecology.
- If submitting a scanned or electronic copy, the CONTRACTOR will retain the original signed A19-1A in CONTRACTOR’s records, per ECOLOGY’s record retention requirements.
- Supporting documentation may be submitted via email to Kristine Ray (kray461@ecy.wa.gov) and Andy Maher (anma461@ecy.wa.gov). Refer to Section 3 *Compensation* for additional details on what is required for supporting documentation.
- Each invoice shall only bill for actual hours worked during the quarter, which may be higher or lower than the FTE estimate in Appendix A, *Statement of Work*, Section 1, *Introduction*, Table 1.2 – Key Staff Table. Actual hours worked should include dates worked, staff names, titles, hourly salary/benefit rate, hours worked, final \$.
- Quarterly invoicing will follow the schedule in Table 11.1, *Invoicing Schedule*.

Table 11.1: Invoicing Schedule

Quarter in Contract Cycle	Months in Quarter	Invoice Due Date
1	July, August, September 2025	November 10, 2025
2	October, November, December 2025	February 10, 2026
3	January, February, March 2026	May 11, 2026
4	April, May, June 2026	July 31, 2026*
5	July, August, September 2026	November 10, 2026
6	October, November, December 2026	February 10, 2027
7	January, February, March 2027	May 10, 2027
8	April, May, June 2027	July 30, 2027*
* - Earlier due date during these quarters due to end of fiscal year requirements.		

Section 12: Resources

The following are links to resources and materials referenced in this contract. Links and resources listed are subject to change.

- PPA Partnership SharePoint:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership>

- PPA Partnership SharePoint Discussion Board:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/Lists/Discussion%20Panel/AllItems.aspx?viewid=04db004f%2Dc450%2D417a%2Db727%2D77d2fb734816>
- PPA Basic Checklist:
 - <https://stateofwa.sharepoint.com/:w:/r/sites/ECY-HWTR-PPA-Partnership/Checklist%20%20Tip%20Sheets/Pollution%20Prevention%20Assistance%20-%20Basic%20Checklist.docx?d=w1179aa4654674c17940dd22abefbdf5d&csf=1&web=1&e=KWSL9y>
- PPA Business Sector Checklists & Tip Sheets:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx>
- PPA Publications & Handouts
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SitePages/Publications-%26-Handouts.aspx>
- PPA PartnerWeb Product Replacement Program:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SitePages/Product-Replacement-Program.aspx>
- LSC Database:
 - <https://secureaccess.wa.gov/ecy/lsc/Home.aspx>
- PPA Partner Website Required Elements:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SiteAssets/PPA%20-%20Partner%20Website%20Elements.docx?web=1>
- Invoice Voucher A19-1A:
 - <https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- New Specialist Training Plan – Read First!
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/New%20Specialist%20Training/Read%20First%20%E2%80%94%20New%20Specialist%20Training%20Plan.pdf>
- Ecology's Product Replacement Program Website:
 - <https://ecology.wa.gov/Waste-Toxics/Reducing-toxic-chemicals/Product-Replacement-Program>

APPENDIX B
BUDGET DETAIL

See Section # 3 *Compensation* and Section # 4 *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		\$136,000.00
Benefits		\$46,360.00
Subcontracts		\$0.00
Goods & Services (see Table A Below)		\$2,000.00
Equipment (see Table B Below)		\$5,000.00
Travel / Training		\$4,000.00
Small Change Voucher Program (See Section XI)		\$2,000.00
Subtotal Direct Costs		\$195,360.00
Indirect Costs*	Rate (%)	0%
	Indirect Amount	\$0.00
Total Award		\$195,360.00

* ☒ No Indirect Charged

Table A: Goods & Services

Goods & Services over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

Table B: Equipment

Equipment over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
-

SUBJECT: Amended Resolution 1695 - Council Rules of Procedure

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amended Resolution No. 1695 - Council Rules of Procedure

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

From time to time it is important to revisit the Council Rules of Procedure to ensure they're up to date on laws, best practices and are responsive to Council, staff and public feedback. Tonight's amendments address a number of issues related to public comment, modifying what will be attached to meeting minutes and limiting the types of identifying information members of the public must provide before participating in public comment.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
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MEETING/STUDY SESSION DATE: 6/9/2025
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Adopt Amended Resolution 1695 updating the Council Rules of Procedure

AMENDED RESOLUTION NO. 1695
CITY OF SUMNER, WASHINGTON

A **RESOLUTION** establishing a procedure for the conduct of Council Meetings, proceedings, and business; and repealing and replacing Resolution No. 1624 approved May 2, 2022- and amending Resolution 1695 adopted August 19, 2024.

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

Section 1 **Authority.** The Sumner City Council hereby establishes the following procedures for the conduct of Council meetings, proceedings and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended or new procedures are adopted in the manner provided by these rules.

On all questions of practice or procedure not provided for by these rules, the practice and procedure set forth in Robert's Rules of Order, current edition, shall serve as a guide.

Section 2 **Regular Council Meetings.** A regular Council meeting is a formal meeting for the purpose of conducting official City business. This includes, but is not limited to, public comments, public hearings, presentations, the adoption of ordinances resolutions, contracts and agreements, and budgets.

- a. Council's regular meetings will be held the first and third Monday of each month in the Council Chambers at City Hall and will begin at 6:00 p.m.
- b. All regular council meetings will be accessible to the public via ZOOM or an equal virtual platform.
- c. If possible, only one or two major topics (defined as issues of high interest or controversial, or those which would take an extraordinary amount of the City Council meeting) will be scheduled per meeting.
- d. If any Monday on which a meeting is scheduled falls on a legal holiday, the regular meeting or study session shall be held on the next business day at the same time and place unless canceled at the discretion of the Mayor.

2.1 Agenda.

Call to Order. The Mayor or Presiding Officer calls the meeting to order.

Pledge of Allegiance. The Mayor or Presiding Officer, or invited guests, will lead the flag salute.

Invocation. A member of the Clergy will give the invocation, as available.

Roll Call. The City Clerk shall call the roll and indicate any Councilmember who is not in attendance. Councilmembers may make a motion to excuse or not excuse absent Councilmembers at the meeting.

Consent Agenda. Consent Agenda items are considered to be routine and non-controversial and are approved by one motion without public comment. Items on the Consent Agenda

include, but are not limited to, minutes, business claims, setting dates of hearings, approval of payment of contracts, bid awards, housekeeping amendments to ordinances and resolutions, and previously authorized agreements. Any Councilmember may remove any item(s) from the Consent Agenda for separate discussion and action; a second is not required. When an item is removed, the Consent Agenda is considered for action without that item. After the Consent Agenda has been considered, the item ~~which that~~ was removed needs a motion and second to be considered.~~is considered.~~ When discussion on that item is completed, it must be approved, rejected or referred~~a motion may be made to vote on the item or to refer it~~ to Council Committee or to another meeting.

Public Comment. Members of the public (in person, virtually or in writing) may comment on issues related to the business of the City that are not on the agenda and on topics not otherwise in violation of any other Council rule (See section 7) or law. Public Comment is a time for the Council to hear from the public, and dialogue/debate between Council and the public is discouraged. Public comment is for the benefit of the Councilmembers, and is not provided as an opportunity for the speaker to inform or educate the community. Written public comments shall be accepted by the City Clerk up to 4:00 pm on the night of each regular council meeting and any timely written comments received will be disseminated to the City Council for review, but will not be attached to the meeting minutes or read aloud during the meeting by the City.

In addition to the Public Comment section of each regular meeting, the public may also comment (in person, virtually or in writing) on individual agenda items during any regularly scheduled City Council meeting, prior to the Council taking final action. These agenda items include, but are not limited to, ordinances, resolutions, and Council business issues.

Proclamation/Presentations. Proclamations are issued by the Mayor in support of local causes, programs, or matters which advance adopted City policy and strategy, and increase public awareness of issues important to the quality of life of the Sumner community. Special presentations are requests by public groups or other agencies to present information on issues of interest to City Council and/or community. Proclamations and presentations do not require City Council action. Requests for proclamations or presentations shall be submitted to the Mayor or City Administrator for consideration and scheduling. Only one proclamation will be issued per year per organization. Proposals for proclamations or presentations promoting for-profit causes will generally not be considered. Proposals which promote a position on a pending ballot or legislative issue will not be considered. The ~~M~~mayor reserves the right to reject or modify a proclamation. A proclamation appearing on an agenda shall be distributed in the agenda packet and may be read at a Council meeting.

Public Hearings. Public Hearings are held to receive public feedback on important issues and/or issues requiring a public hearing by state statute or City of Sumner ordinances. There are two types of public hearings, legislative and quasi-judicial. Legislative hearings focus on broad policy with general application. Quasi-judicial hearings focus on the rights of specific parties and decisions must be based on a formal record, including the names and addresses of each commenter. The Mayor or City Clerk will state the public hearing procedures before each public hearing.

Unfinished Business. Unfinished Business consists of subjects discussed by the Council at a previous regular or special meeting, or subjects for which a public hearing was conducted at a previous regular or special meeting , and which are returning to the Council for additional discussion or final action. Ordinances requiring a second reading would appear under this category.

New Business. New Business consists of subjects which have not previously been considered by the Council, and which may require discussion and action. Ordinances shall be a new business item.

Announcements/Reports. Announcements and reports made by the Councilmembers, City Administrator and Mayor.

- a. The Mayor makes announcements of upcoming meetings and events, and reports on any City business and the meetings and events in which they have participated.
- b. Councilmembers make announcements of upcoming meetings and events, and report on meetings and events in which they have participated. Councilmembers may report on any City business and their significant City activities since the last regular meeting. ~~These comments shall be limited to three (3) minutes.~~
- c. The City Administrator reports on any City business or issues of interest to the Council which do not require Council action at the meeting in which the report is given.
- e. ~~Staff reports are made to the Council by the City Administrator on issues of interest to the Council which do not require Council action.~~

Executive Session. An Executive Session held before, during, or after a Council meeting is a discussion, pursuant to RCW 42.30.110 and/or RCW 42.30.140, that is closed to the public and attended only by the Council, Mayor, City Administrator, City Attorney, City staff, and/or consultants authorized by the City Administrator or Mayor. At the conclusion of the Executive Session, if appropriate, the public meeting will reconvene to take action. Prior to adjourning into any Executive Session, the Mayor or their designee shall read the RCW(s) that authorizes such session.

Adjournment. The presiding officer shall adjourn the Council meeting upon proper motion and approval by the Council or at the conclusion of the agenda.

2.2 Agenda Bills. Agenda bills are the forms used for submitting issues to the Council for action. The agenda bill will include the subject matter (title for agenda), clearances, action required, budget information (if applicable), summary statement, and recommended motion. The Council may use the agenda bill "recommended motion" language for making a motion. The City Clerk will be responsible for assigning a number to the agenda bill.

- a. Ordinances are legislative acts or local laws. These are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five (5) days after publication in the City's official newspaper pursuant to RCW 35A.12.160.
- b. Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution or by amending a prior resolution on the same topic.

Section 3 **Council Study Sessions.** An informal meeting for the purpose of reviewing forthcoming programs or projects, or receiving similar information, provided that all discussions and conclusions thereof shall be informal.

- a. Council study sessions will be held the second and fourth Monday of each month in the Council Chambers at City Hall and will begin at 6:00 p.m. and be limited to three (3) hours in length unless extended by a consensus of the Councilmembers present.
- b. All regular study sessions will be accessible ~~to-by~~ the public ~~via ZOOM or an equal virtual platform~~virtually.
- c. No final action may be taken at a study session; however council is specifically authorized to approve the meeting agenda and/or excuse a councilmember's absence from the study session.
- d. No public comment shall be taken at a study session.
- e. A special study session may be called by the Mayor or by a majority of the members of the City Council.
- f. If any Monday on which a meeting is scheduled falls on a legal holiday, the regular meeting or study session shall be held on the next business day at the same time and place, or cancelled for that week at the discretion of the Mayor.

Section 4 **Other Meetings.**

- 4.1 **Special Council Meetings.** Any Council meeting other than the regular Council meeting, which has been called for the purpose of conducting official action and is limited to discussion of only those topics shown on the special meeting agenda. Notice shall be given at least 24 hours in advance as required by RCW 42.30.080. Notice shall be provided to Councilmembers by telephone ~~and-or~~ e-mail. A special Council meeting may be scheduled by the Mayor or by a majority of the members of the City Council. All special council meetings will be accessible ~~to-by~~ the public ~~via ZOOM or an equal virtual platform~~virtually.
- 4.2 **Emergency Council Meetings.** A special Council meeting called without 24-hour notice. An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, by reason of fire, flood, earthquake or other emergency, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the Mayor ~~for the reasons set forth inas provided under~~ RCW 42.30.070. The minutes will indicate the reason for the emergency. ~~To the extent possible, All~~ emergency council meetings will be accessible ~~to-by~~ the public ~~via ZOOM or an equal virtual platform~~virtually.
- 4.3 **Executive Sessions.** A Council meeting that is closed except to the Council, City Administrator, Mayor, City Attorney, authorized staff members, and/or consultants authorized by the City Administrator or Mayor. The public is restricted from attendance. Executive Sessions may be held during regular or special Council meetings, or as separate meetings, and will be announced by the Mayor or Presiding Officer. Executive Session topics are limited to considering only those matters authorized by RCW 42.30.110 or RCW 42.30.140.

- a. Before convening an Executive Session, the Mayor or Presiding Officer shall announce the purpose of the meeting and the anticipated time the session will be concluded. Should the session require more time, a public announcement shall be made, extending the meeting for a time certain.
- b. At the conclusion of the Executive Session, if appropriate, the public meeting will reconvene for taking action.
- c. Pursuant to RCW 42.23.070(4), no member of the Council, employee of the City, or any other person present during an executive session of the Council shall disclose to any person the content or substance of any discussion or action which took place during said executive session.

Section 5 General Code of Conduct.

5.1 Courtesy Norms:

- a. Be courteous and professional in recognition that Council communications and behaviors set the tone for the organization.
- b. To strive to honor time limits on meetings by arriving on time and having read preparatory materials.
- c. Refrain from eating or passing food during meetings. Councilmembers and the Mayor are permitted to consume non-alcoholic beverages during meetings.
- d. Out of respect for meeting presenters and not to violate the Open Public Meetings Act refrain from side conversations, phone calls, on-line activity, or electronic messaging during meetings.
- e. Use formal titles (Councilmember Jones, Mayor Anderson, etc.) during Regular Council Meetings. It shall be left up to each individual's discretion at informal meetings and work sessions.
- f. To be inclusive in policy making.
- g. To regularly check e-mail to use it as an efficient tool for communicating City news/activities.
- h. To strive for a partnership in the governance and operation of the City while respecting the necessary responsibilities for checks and balances.
 1. The Mayor shall seek to involve the Council in civic events and celebrations.
- i. Take individual responsibility for obtaining the information to learn about the actions and/or processes that occurred in meetings during an individual Councilmember's absence.

Section 6 Agenda Preparation.

- 6.1 The Mayor will be respectful of Council time by scheduling full and complete meetings and ~~will cancel meetings -not having Study Sessions-~~ when there are insufficient agenda items.
- 6.2 The City Council desires adequate time to review and research all issues coming before it for consideration and/or action. Therefore, all communications, ordinances, resolutions, contract documents or other matters for Council consideration will be submitted to the City Clerk by 5:00 p.m. Friday, ten days prior to the scheduled Monday Council meeting. Items

shall be submitted following agenda guidelines in the form designated by the City Clerk. Items not submitted in time will not be placed on the agenda. ~~However, Late~~ items may only be placed on the agenda consistent with the Robert's Rules of Order, and pursuant to the procedure below, by passage of a motion to amend the agenda.

- a. Any item may be placed on a regular Council meeting agenda, after the agenda is closed and the notice prepared, by the City Administrator, Mayor, or Councilmembers, with an explanation of the necessity, motion to amend and a majority vote of the Council.
- 6.3 Issues coming before the City Council at regular session for a vote shall first be placed on the agenda of the appropriate Council committee or Council Study Session at the request of the City Administrator, the Mayor, or any two or more Councilmembers for recommendation to the full Council for approval.
- 6.4 Issues may be placed on the agenda of a City Commission for recommendation, but must go to a Council Committee or Council Study Session prior to being placed on the agenda of a Regular Meeting of the City Council.
- 6.5 Subject to the Council's right to amend the agenda, no legislative item, which has not been presented by consensus as a forthcoming agenda item by a Council Committee or Study Session shall be voted upon by the Council. Emergency situations (defined as that which would jeopardize the public's immediate physical health, safety, or welfare), would be exempted from this rule or when a majority of the Council votes in favor of placing such an item on the agenda for consideration.
- 6.6 Only items which receive a consensus approval at a Council Study Session or Council Committee will be placed on an upcoming Regular Council Meeting agenda. Items not receiving a consensus approval will can be resolved, be scheduled for additional discussion at an upcoming Council Study Session or referred back to the appropriate Council Committee for additional information.
- 6.7 ~~Topics that do not require~~~~Communications not attached to~~ a motion, ordinance, or resolution may be placed on a Council Study Session agenda for discussion and/or referral to a Council Committee, per the Council Rules of Procedure.
- 6.8 The City Clerk will prepare an agenda packet for each Council meeting specifying the time and place of the meeting, and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review and approval by the City Administrator or designee or the Mayor.
- 6.9 The agenda bill form will be used for all items submitted for a regular or special Council meeting agenda and for any study session discussion items. ~~Items submitted for a study session agenda will include a cover memo briefly explaining the issue being discussed.~~ Agenda packets will be ready for distribution to the Council by 5:00 p.m. Wednesday, prior to the following Monday's Council meeting. Council or staff submitting items for the consideration will ensure Councilmembers are provided sufficient information to make decisions. Council shall contact staff prior to the meeting with questions or for assistance in regards to any packet item.

- 6.10 All Council agenda bills, when applicable, shall include budget amounts, requested expenditure and impact along with the statement of fiscal analysis, and identification of funding source. Item and/or issues containing new appropriations must be submitted to ~~the Financeea Council~~ Finance Council Committee for recommendation prior to being placed on a ~~council~~ Council agenda.
- 6.11 Some agenda items may be listed on the agenda for a time certain. Such listing will mean that an item will be heard as soon as reasonably possible on or about the specified time.
- 6.12 The City Clerk will prepare and keep current a calendar of agenda items for all Council regular and special meetings and study sessions. The City Clerk will also prepare and keep current a calendar of all Mayor and Council meetings and meetings of the Boards and Commissions of the City of Sumner.
- 6.13 The City Clerk will endeavor to schedule sufficient time between public hearings and Council's final decision on the topic to balance expediency with providing Council sufficient time to hear and consider testimony prior to a decision.~~other scheduled items so the public is not kept waiting an excessive amount of time and so the Council will have sufficient time to hear testimony and to deliberate matters among themselves.~~
- 6.14 Legally required and advertised public hearings will have a higher priority over other scheduled agenda items which have been scheduled by convenience rather than for statutory or other legal reasons.
- 6.15 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.
- 6.16 Agendas for Regular Council Meetings should include, when possible, a positive note or celebration of community accomplishments, recognition of staff achievement, or presentation of an award or commendation for the City, an employee, or other official.

Section 7 Comments, Concerns and Testimony to Council.

- 7.1 Persons may provide public comment to the City Council in writing, in person and virtually. Any member of the public providing comments to the City Council in person during the meeting will be requested to sign in using their full name and addresscity of residence on the public comment sheet provided. Public commenters attending the meeting virtually will be required to turn on their camera and state their full name and city of residence before beginning their comments. Members of the public may comment on matters over which the City Council has jurisdiction or are relevant to City business. Written comments or materials submitted to the City Clerk in advance of the meeting pursuant to Rule 2.1 or written comments or materials distributed during the public comment section of any regular meeting shall be disseminated to the Council for review and consideration but will not be read aloud during the meeting by the City or attached to the meeting minutes.

Each commenter speaking in-person or virtually will have no more than three (3) minutes to speak.

7.2 No speaker may cede all or any portion of their three minutes to another speaker. Any violation of this rule or and subsection 2.1 can result in suspension of that individual's right to provide public comment during the meeting in which the violation occurred.

7.3 The Council may, by a majority vote, limit public comment at any regular council meeting based on the volume of comments anticipated and in the interest of conducting the business of the Council at that meeting in an efficient manner. No member of the public attending any council meeting, whether virtually or in-person ~~at a council meeting~~ shall be permitted to do any of the following (1) Engage in disorderly, disruptive, disturbing, delaying or boisterous conduct, such as, but not limited to, handclapping, stomping of feet, whistling, making noise, use of profane language or obscene gestures, yelling or similar demonstrations, which conduct substantially interrupts, delays, or disturbs the peace and good order of the proceedings of the council.

The Mayor or Presiding Officer has the authority to preserve order at all meetings of the Council, to cause removal of any person from any meeting for disorderly conduct, to suspend a person's opportunity to speak and/or enforce the Rules of the Council. The Mayor or Presiding Officer may command assistance of any peace officer to enforce all lawful orders of the Mayor or Presiding Officer to restore order at any meeting.

7.4 The Mayor or Presiding Officer will acknowledge commenters at the close of their comments and decide on the disposition of their comments/issue, including but not limited to referral of the issue or question(s) to the City Administrator, a particular City Department, Council study session or Committee as deemed appropriate.

7.5 No person may use public comment for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Further, any direct mention of a person's candidacy or a ballot proposition shall constitute grounds for immediate suspension of such person's right to speak at that Council meeting.

Section 8 Motions.

8.1 Motions shall be clear and concise and not include arguments for the motion within the motion.

8.2 After a motion and a second, the Mayor or Presiding Officer will state the names of the Councilmembers making the motion and second.

8.3 If a motion does not receive a second, it dies. Motions that do not need a second include nominations, withdrawal of a motion, agenda order, request for a roll call vote, and point of order.

- 8.4 After a motion has been made and seconded, the Council may discuss their opinions on the issue prior to the vote. Public comments may be heard at the discretion of the Mayor when there is a motion and a second on the floor.
- 8.5 A motion that receives a tie vote on the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money is deemed to have failed. The Mayor shall vote in the case of a tie only with respect to matters other than those stated above.
- 8.6 When the Council concurs or agrees with an item by consensus that does not require a formal motion, the Mayor or Presiding Officer will summarize the agreement at the conclusion of the discussion.
- 8.7 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.
- 8.8 A motion to table is not debatable and requires a second. It shall preclude all amendments or debate of the issue under consideration. If the motion to table prevails, the matter may be taken from the table only by adding it to the agenda of a future regular or special meeting at which time discussion will continue. If an item is tabled, it cannot be reconsidered at the same meeting.
- 8.9 A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting or at a time certain as established by Council motion at a future regular or special City Council meeting.
- 8.10 A motion to postpone indefinitely is debatable and is not amendable.
- 8.11 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. If seven (7) Councilmembers are present, then five (5) must vote in the affirmative to fill the 2/3 requirement. Debate is reopened if the motion fails.
- 8.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting language in the motion. Councilmembers will contact staff prior to the meeting where the amendment will be considered for assistance in formulating proper amendment language. Councilmembers are responsible for ensuring questions of the legality of the amendments proposed are addressed with the appropriate staff prior to bringing the amendment to Council for consideration. The making of amendments from the floor at the meeting is discouraged unless the timing of the subject legislation requires immediate action.
- 8.13 Discussion of the motion only occurs after the motion has been moved and seconded.
- 8.14 The motion maker, Mayor or Presiding Officer, or City Clerk shall repeat the motion prior to voting.

- 8.15 The City Clerk shall, in random rotation, take a roll call vote, if requested by the Mayor, a Councilmember, or as required by law. No Councilmember shall pass or abstain from voting when called upon to vote.
- 8.16 At the conclusion of any vote, the Mayor or Presiding Officer or the City Clerk shall announce the results of the vote. The City Clerk may confirm the results.
- 8.17 When a motion has been passed by Council any Councilmember who voted in the majority may move for reconsideration of the motion. A motion to reconsider is in order only at the meeting where the original motion was passed.
- 8.18 The City Attorney shall decide all questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these policies and procedures shall be guided by Roberts Rules of Order, current edition. In the event of a conflict, these Council policies and procedures shall prevail.

Section 9 Ordinances.

- 9.1 All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council unless requested by the City Administrator, Mayor, City Attorney, City staff, Council Committee, ~~or a majority vote of the Council.~~ City Commission or a request by at least two councilmembers.
- 9.2 Ordinances will be introduced by an Agenda Bill. The City Clerk shall assign a permanent ordinance number prior to placing the ordinance on the agenda.
- 9.3 The Mayor or Presiding Officer or City Clerk shall read the title of the ordinance prior to voting.
- 9.4 The Mayor shall have the power to veto ordinances passed by the Council and submitted to them. Such veto may be overridden by the vote of a supermajority of all Councilmembers. The ordinance shall then become valid notwithstanding the Mayor's veto. If the Mayor fails for ten (10) days to either approve or veto an ordinance, it shall become valid without their approval.
- 9.5 Upon enactment of the ordinance, the City Clerk shall obtain the signature of the Mayor and City Attorney. After the Mayor's signature, the City Clerk shall sign the ordinance.
- 9.5 Ordinances, or ordinance summaries, shall be published in the official newspaper as a legal publication in the first possible publication following enactment.
- 9.6 An ordinance becomes effective five (5) days after the publication of the ordinance or ordinance summary unless otherwise specified.
- 9.7 Ordinances shall reflect the date of first reading, date of adoption, date of publication, and effective date.

- 9.8 There shall be one reading of an ordinance prior to any action and adoption by the City, unless a second reading is required by state statute or City code.
- 9.9 No public comment will be allowed on ordinances of a quasi-judicial matter.

Section 10 Mayor, Deputy Mayor and Presiding Officer.

- 10.1 The presiding officer at all meetings of the Council shall be the Mayor, and in the absence of the Mayor, the Deputy Mayor shall act in that capacity. If both the Mayor and Deputy Mayor are absent and a quorum is present, the Councilmembers present shall elect one of their members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.
- 10.2 The Presiding Officer shall:
- a. Preserve order and decorum in the Council Chambers.
 - b. Observe and enforce all policies and procedures adopted by the Council.
 - c. Decide all questions on order, in accordance with these policies and procedures, subject to appeal by any Councilmember.
 - d. Recognize Councilmembers in the order in which they request the floor.
 - e. Retain the authority, during Public Comment, to determine whether a speaker's remarks fail to comply with these Rules or exceed the scope of the designated forums, and the presiding officer shall have the authority to suspend such person's opportunity to speak, subject to the Council's privilege to overrule such decision by majority vote.
 - f. At the sole discretion of the Presiding Officer, they may call for a recess during any regular or special meeting so long as that recess does not exceed fifteen (15) minutes. The Council may recess during any regular or special meeting for greater than fifteen (15) minutes by a majority vote of the Councilmembers present.
- 10.3 Challenge to Ruling of Presiding Officer. Notwithstanding anything herein contained, including Robert's Rules of Order, to the contrary, any member of the Council shall have the right and privilege to challenge any ruling of any kind made by the presiding officer at any Council meeting, in which case the approval or disapproval of the ruling of the Presiding Officer shall immediately and without debate or comment be put to a vote of the Council, and the decision of the majority of the members of the Council then present, shall prevail.

Section 11 Council Relations With Staff.

- 11.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities. Concerns about performance of staff shall be raised to the Mayor or City Administrator.
- 11.2 City staff shall acknowledge the Council as policymakers, and the Councilmembers shall acknowledge City staff as administering the Council's policies.

- 11.3 Councilmembers shall not attempt to influence City staff in the selection of, or retention of, personnel, the awarding of contracts, the selection of consultants, the processing of development applications, or the granting of City licenses or permits.
- 11.4 Councilmembers shall not attempt to interfere with the administration or internal operation and practices of any City department.
- 11.5 To ensure timely response and any required administrative actions, mail addressed to the Mayor shall be copied and circulated by the City Clerk to all appropriate persons as soon as practicable after it arrives.
- 11.6 No Councilmember shall direct the City Administrator or staff to initiate any action or prepare any report that is a priority or requires significant resources, or initiate any project or study without the consent of a majority of the Council.
- 11.7 Individual requests for information can be made directly to the Department Director unless otherwise determined by the City Administrator or Mayor. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Administrator or Mayor.

Section 12 Council Meeting Staffing.

- 12.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Administrator has an excused absence, the designated Acting City Administrator shall attend the meeting.
- 12.2 The City Attorney shall attend all regular meetings of the Council unless excused by the City Administrator or Mayor and shall, upon request, give an opinion either written or oral, on legal questions. The City Attorney or designee shall act as the Council's parliamentarian. An Acting or Deputy City Attorney may attend meetings when the City Attorney has been excused.
- 12.3 The City Clerk, or designee, shall attend regular and special, and study session (when required) meetings of the Council, keep the official journal (minutes), and perform such other duties as may be needed for the orderly conduct of the meeting.

Section 13 Councilmember Attendance At Meetings.

- 13.1 If a ~~councilmember~~ Councilmember is unable to attend a meeting, that Councilmember shall contact the Mayor prior to the meeting and provide the reason for their inability to attend the meeting. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the City Administrator or City Clerk, who shall convey the message to the Mayor.

- 13.2 At any point following roll call, the Mayor or Presiding Officer shall inform the Council of the Councilmember's absence. Councilmembers shall make a motion to excuse the absent Councilmember. If the motion fails to receive a second, or fails by vote, the absence shall be considered unexcused.
- a. RCW 35A.12.060 provides that a Councilmember shall forfeit their office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. Members of the Council may ask to be excused by following the procedure described in this section.
- 13.3 For purposes of this section, and consistent with the provisions of the Open Public Meetings Act, regular Council meetings and study sessions, are regularly scheduled meetings and shall be considered regular meetings for determining whether a Council position has been vacated. For example, if a Councilmember has three (3) consecutive unexcused absences consisting of two (2) regular Council meetings and an intervening study session in a single month, such a Councilmember will have vacated the position.
- 13.4 Councilmembers are encouraged to attend all required meetings in-person, but shall have the option to attend any meeting virtually, when necessary, if the alternative to attending virtually would mean the Councilmember would be otherwise absent from the meeting. Councilmembers who intend to attend virtually shall provide advance notice to the Mayor consistent with Rule 13.1. Virtual attendance shall be considered the same as in-person attendance for quorum and voting purposes.

Section 14 Media Representation At Council Meeting.

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

Section 15 Council Representation.

- 15.1 If a Councilmember represents the City through electronic, social or other media, use of City letterhead, or in any public venue, for the purpose of commenting on an issue, the Councilmember shall state the majority position of the Council. Any individual Councilmember's personal opinions and comments which differ from the Council majority, or which relate to an issue for which the Council has not formally taken a majority position, may be expressed if the Councilmember makes clear that their statements do not represent the Council as a whole.
- 15.2 Councilmembers shall not speak for, or otherwise represent other Councilmembers' view or position, to the media, or to any another governmental agency or community organization. However, a Councilmember may represent, or speak to, the Council's majority position on any issue for which the Council has formally taken a position, to the media or any other governmental agency or community organization.

Section 16 Confidentiality.

- 16.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive session to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of executive session when the information is considered to be exempt from disclosure under exemptions set forth in the Revised Code of Washington (RCW).
- 16.2 If the Council, in executive session, has given direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated City staff representative handling the issue. Prior to discussing the information with anyone other than fellow Councilmembers, the City Attorney or City staff designated by the City Administrator or Mayor, Councilmembers should review such potential discussion with the City Administrator or Mayor. Any Councilmember having any such contact or discussion shall make full disclosure to the City Administrator, Mayor, and/or the City Council in a timely manner.

Section 17 Conflict of Interest.

- 17.1 Mayor and Councilmembers shall not, either directly or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from any source for any matter connected with or related to services as a Councilmember or Mayor.
- 17.2 Mayor and Councilmembers shall excuse themselves from consideration of any matter before Council in which they have a direct or indirect conflict of interest. If such conflict exists, the conflicted Councilmember or Mayor shall excuse themselves and leave the Council Chambers prior to any briefing, hearing, discussion, or other consideration of the matter. If a Councilmember is concerned that a perceived, but not actual, conflict of interest may exist, that Councilmember is encouraged to consult with the City Attorney to determine whether a voluntary recusal from consideration of that matter is appropriate. Prior to recusal (whether required or voluntary), a Councilmember may announce to the public the reason for the recusal.

Section 18 Public Records – Technology Use.

- 18.1 Public records created or received by the Mayor or any Councilmember should be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Act, Chapter 42.17 RCW. Public records that are duplicates of those received by, or in the possession of the City, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained should be referred to the City Attorney. Councilmembers shall complete Public Records Act training as mandated by law.
- 18.2 All electronic communications (e-mail, social media, blog etc.) sent or received by a Councilmember from either a City or personal account which are determined to be a Public Record pursuant to state law shall be subject to disclosure.
- 18.3 Electronic ~~Communications~~communications between elected officials of a governing body can implicate the Open Public Meetings Act. If discussing City business with a quorum of fellow Councilmembers via electronic communications, it may constitute a public meeting and all the requirements for a public meeting would have to be met or a violation of the Act

could occur. Councilmembers shall complete Open Public Meetings Act training as mandated by law.

- 18.4 Councilmembers are prohibited from using personal computers and devices to create, edit, store or other similar action, any writing as described in RCW 42.56.010(3) that may be a public record. Councilmembers may use a personal mobile device including smartphone or tablet to access City e-mail, provided that they do not create, edit or store writings on the device. Council also agrees to cooperate with any public disclosure request in which it would be reasonable to search those personally-owned devices for responsive records.
- 18.5 Councilmembers are required to follow the City's acceptable use policies when using City issued computers and devices. Council shall complete the required annual cyber-security training, as set for the City's acceptable use policies.
- 18.6 The use of social media to conduct ~~city~~-City business, including communicating with constituents, generally constitutes a public record that may be subject to disclosure. All elected officials must follow the City's current elected officials social media policy, as adopted under a separate resolution. The City will provide regular training on the policy and assist with archival.

Section 19 Deputy Mayor Selection Process and Duties.

- 19.1 The Deputy Mayor shall be elected to a one (1) year term at the first Regular Council meeting in January of each year. The Mayor shall conduct the election for the Deputy Mayor as follows:
 - a. The Mayor shall open the floor for nominations. Nominations do not require a second.
 - b. At the conclusion of nominations, the Mayor shall ask for a motion and second to close nominations. A majority vote of Council is required.
 - c. The City Clerk shall conduct a roll call vote. Each Councilmember shall respond with the name of the nominee they wish to vote for. Any nominee receiving a majority vote of the Council shall be declared the winner of the election. In the event of a tie, the Mayor shall cast the tie breaking vote.
- 19.2 The Mayor shall preside at all meetings of the Council, and in the absence of the Mayor, the Deputy Mayor will act in that capacity, following established procedures and directives provided in Section 10 of the Council Rules for the Mayor. If both the Mayor and Deputy Mayor are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

Section 20 City Council Committees.

- 20.1 The following City Council Committees are formed by City of Sumner Resolution or City Code:

- a. Finance/Personnel
- b. Public Works
- c. Community Development/Parks
- d. Public Safety
- e. City Lodging Tax Advisory Committee

20.2 Membership/Attendance

- a. All committees, other than the Lodging Tax Advisory Committee, shall be comprised of three (3) Councilmembers. A fourth Councilmember will also be appointed to serve as alternate. The Lodging Tax Advisory Committee shall consist of one Councilmember who will serve as the chair.
- b. All council committee meetings will be accessible to the public via ZOOM or an equal virtual platform.
- c. Councilmembers wishing to attend a meeting of a committee of which they are not a regular member shall provide the Chair of that committee and the City Clerk 48 hours advanced notice of their intent to attend, and will attend in the capacity of an observer only. In accordance with the laws governing Council action, any four (4) Councilmembers participating in the transaction of the official business of a public agency by a governing body including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions, constitutes a quorum of the full Council. A meeting of a quorum of the full Council requires 24-hours public notice and publication of a special Council meeting agenda stating the business to be transacted.
- d. If a councilmember is unable to attend a meeting, that Councilmember shall contact the Department Director responsible for the Committee prior to the meeting and provide the reason for their inability to attend the meeting. If the Councilmember is unable to contact the Department Director, the Councilmember shall contact the Mayor, City Administrator or City Clerk, who shall convey the message to the Department Director.
- e. A Councilmember shall be removed from an appointed Committee position and replaced by the alternate member upon three (3) consecutive unexcused absences or upon five (5) total unexcused absences in any twelve month period. Removal shall come as a recommendation of the remaining members of the subject Committee and shall be placed on the Council agenda at the next regular council meeting for confirmation by the full Council.
- f. Membership of each Committee shall be for a two (2) year term. The City Council shall appoint the members of each Council Committee by the second meeting of each even numbered year. Each Council Committee shall appoint its Chair.
- g. Councilmembers may trade committee membership with another Councilmember upon a do pass recommendation of both of the affected committees. The issue will then be placed on the consent agenda of the next available regular Council meeting for confirmation by the full Council.
- h. No public comment shall be taken at council committee meetings.

20.3 Committee Work Programs and Agendas

- a. Recommendations. The Council Committee shall, with staff support, study issues and make recommendations to the full Council for action. Such recommendations

may include a do pass to place the issue on a future regular Council meeting agenda for formal action by the full Council. It may also include a do not pass recommendation, which requires no further Council action. Should the Committee determine that further study of an issue by the full Council prior to taking formal action is warranted; the item will be placed on a future study session agenda for review. These actions will be clearly noted in the Committee minutes.

- b. Committee Agendas. Committee agendas shall be prepared at least two (2) business days in advance by the Committee staff in coordination with the Committee Chair and in consultation with the City Administrator or Mayor. Committee agendas shall be distributed to the full Council. If an agenda is not available to the Committee members at least two (2) business days in advance or if there is a lack of Committee business, the Committee meeting shall be cancelled. Staff shall notify the full Council at least 24 hours in advance of the time the meeting is to commence. Notice of the cancellation shall also be posted for the public. Should a Councilmember wish to submit an item to a Committee agenda, they shall coordinate with the Committee Chair to do so. The Chair shall coordinate with the staff liaison for inclusion of such items.

Section 21 Appointments To Regional Organizations.

- 21.1 Appointments to regional bodies, Ad Hoc community committees or other special committees outside the City auspices may be made in two ways: 1) the regional committee may request recommendations for ultimate appointment by the regional committee; or 2) the City may make direct appointment to a regional committee when asked to do so by that body.
 - a. Any Councilmember may express an interest in a particular subject and interest in serving on a particular regional body.
 - b. Council Committee membership shall not limit a Councilmember's interest in serving on a particular regional body.
 - c. When a regional body requests membership recommendations where the regional body makes the final appointment, the Mayor shall ask Councilmembers to state their interest for appointment. All names shall be submitted by the Mayor to the regional body which will then make the appointment(s) subject to confirmation by the Council.
 - d. When the Council has the authority to make direct appointment to a regional committee, discussion shall take place with the full Council to determine interest. The Mayor or Councilmember receiving a majority vote will represent the City on that regional body.
 - e. Changes in representation to regional committees where the Council has the authority to make a direct appointment shall also be determined through full Council discussion and majority vote of the Council.
 - f. For the purpose of appointing or reappointing Council members to authorized regional committee assignments (PCRC, RCC, SS911 etc.), the City Council shall appoint the members of each regional committee by the second meeting of each even numbered year.
 - g. If a councilmember is unable to attend a meeting, that Councilmember shall contact the Mayor prior to the meeting and provide the reason for their inability

to attend the meeting. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the City Administrator or City Clerk, who shall convey the message to the Mayor.

- 21.2 When the Mayor and/or Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternative voting delegate(s) during a public meeting, by a majority vote. When possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

Section 22 Suspension and Amendment of Rules.

- 22.1 Any provision of these rules not governed by State law or ordinance may be temporarily suspended upon proper motion and second and a majority vote of the Council.
- 22.2 Amendments to Rules. Amendments to these rules shall be made by resolution of the Council, which must be laid over at least one week, and may then be made by a majority vote of the membership of the City Council. After such proposed amendments have been laid over for one week, they may be amended, added to, or deleted, and adopted at the same or a subsequent session of the Council.

Section 23 Decorum and Debate.

- 23.1 The City Council has power under general State law to impose punishment on its members, short of removal from office, for violation of State law or Council rules. When a decorum-related measure is presented for consideration to the Council, the Mayor shall recognize the appropriate individual to present the matter. When two or more Councilmembers wish to speak, the Mayor shall name the Councilmember who is to speak first. No member of the Council shall interrupt another while speaking except to make a point of order or privilege. No Councilmember shall be permitted to use derogatory or demeaning language when speaking to or about another Councilmember or member of the public.
- 23.2 If a Councilmember is violating the Rules of the Council, the Mayor or any Councilmember may call them to order, in which case they shall immediately be quiet. However, that Councilmember may appeal the ruling of the Mayor to the entire council. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the Councilmember called to order, they shall be allowed to proceed. If the decision is not in favor of the Councilmember called to order, they shall not proceed or continue in the action which has been determined to be out of order.
- 23.3 By vote of the majority of the Council, sanctions for violating the Council Rules may include any of the following:
- a. a verbal admonition,
 - b. a written reprimand,
 - c. censure,
 - d. expulsion from the meeting; and/or

- e. removal of a Councilmember from appointed Council Committee(s) or Chair positions or removal of intergovernmental duties.

Section 24 Council Vacancies.

- 24.1 A Council position shall be officially declared vacant upon the occurrence of the causes of vacancy set forth in RCW 35A.12, Council Rule Section 13, or resignation, recall, forfeiture, written intent to resign, or death of a Councilmember.
- 24.2 In the occurrence of a vacancy, the Mayor or Council will direct staff to begin the appointment process and establish an application, interview, and appointment schedule. The Council has 90 days to fill the vacancy, after which time it will be filled by the Pierce County Council.
 - a. Council may request additional public processes other than those delineated here, such as open houses, forums etc. as long as they are properly noticed and open to all members of the public.
- 24.3 The Councilmember who is vacating their position cannot participate in the appointment process.
- 24.4 Staff will advertise for the open position electronically, advise newspapers and other forms of media as appropriate, and post notices at City Hall. Applications will be due 30 days from the date the application is made available.
 - a. Staff will prepare an application form which requests appropriate information for City Council consideration of the applicants. Applicants will be asked to submit a completed application, supplemental questions, and a resume. Endorsements, letters of reference or other materials will not be accepted.
 - b. Completed applications and supplemental materials received by the deadline will be copied and circulated to the Mayor and Council. Applications will be posted electronically following PDC rules for disclosure.
 - c. At the close of the application period, all timely applications will be reviewed by the City Clerk for completion and qualification. Interested candidates that submit an incomplete application, or that do not meet the minimum legal qualifications to be appointed, will not be considered. Staff shall notify the candidate of their disqualification accordingly.
- 24.5 Interviews will occur at the first available Study Session following the close of the application period, unless a special meeting needs to be called to avoid expiration of the 90 day appointment timeframe, or to avoid conflicting with other time sensitive policy issues. For efficiency, interviews may be recorded in advance and presented during the Study Session. The City Clerk shall establish the order of the interviews/presentation by random draw at the beginning of the Study Session.
 - a. In an effort to preserve a fair interview process, if the interviews are in person (not pre-recorded), applicants not being interviewed may be asked to temporarily leave the meeting while they are not being interviewed, but are not required to do so.

- b. Following each applicant interview, Councilmembers may ask follow-up clarifying questions. Clarifying questions will be limited to three (3) minutes per applicant.
- 24.6 The voting process will occur at the next available Regular Council Meeting following the interviews, unless the interviews and voting need to occur at the same special meeting to avoid expiration of the 90 day appointment timeframe. At the start of the meeting, the Mayor will call for nominations from Councilmembers for the purposes of creating a ballot. Each councilmember may make one nomination. No second is needed. Nominations are closed by motion, second, and a majority vote of the Council.
- 24.7 At the close of the nominations, the Mayor may accept public comment related to the final nominees. Public comment shall be limited to two (2) minutes.
- 24.8 Voting will occur in public by roll-call vote. Upon hearing their name, each Councilmember shall vote by saying the name of the nominee they wish to appoint. Any applicant receiving a majority vote of the sitting Council members shall be declared the winner. Nominees receiving the least amount of votes shall be dismissed from future rounds of voting. The Council may vote as many times as necessary to obtain a majority vote. In the case of a tie between final two nominees, the Mayor will cast the deciding vote.
- a. At any time in the process, the Council may recess to executive session for the limited purpose of discussing the qualifications of the candidates in accordance with state law. This may be requested by any Councilmember. No voting or straw polls may be taken in executive session.
 - b. The Council may move to postpone the election to a date certain if a majority vote is not received.
- 24.9 The Mayor shall declare the candidate receiving the majority vote as the new Councilmember, to be sworn into office and seated at the next regular Council meeting.
- 24.10 Any deviation from this procedure shall be by motion and shall require a second and majority vote of the Council.

Section 25 Service Animals.

The City will accommodate any individual that requires the assistance of a Service Animal, as that term is defined by RCW 49.60.040, at all City meetings subject to the Open Public Meetings Act. The Mayor may request the removal of any service animal that is not under the control of its handler or otherwise engages in a behavior or generates noise that is disruptive to the orderly conduct of the public meeting, or if the service animal displays a behavior that threatens the health or safety of any member of the public in attendance at the meeting. Animals that do not qualify under the state definition of Service Animal are not permitted.

Section 26 — Repealer.

~~Resolution No. 1624, adopted May 2, 2022, is hereby repealed and replaced in its entirety.~~

Section 27 Severability.

If a section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this resolution shall control.

Section 28 Corrections by City Clerk or Code Reviser.

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

Section 29 Effective Date.

This resolution shall become effective immediately upon adoption.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this ~~19th~~ day of ~~August~~ 2024~~5~~.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

SUBJECT: Stormwater Comprehensive Plan Update - Consultant Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$302,628

Within Budget Allocation: Budget Amendment

ATTACHMENTS:

1. Consultant Contract w/ Scope & Fee
-

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

The City's Stormwater Comprehensive Plan was last fully updated in 1992, with the list of capital project priorities having been last updated in 2020. The regulatory requirements and land use assumptions that served as the basis of the comprehensive plan have dramatically changed. Aside from updating the plan, new models for existing stormwater basins will be created. These models will help determine the remaining or exceeding capacity of the City's drainage basins.

One (1) Statement of Qualifications was received on March 18, 2025 for this project. Parametrix was selected to provide consulting services for this project through a qualification-based selection process. Parametrix has completed the previous stormwater capital and comprehensive plan updates. An agreement with a maximum amount payable of \$302,628 was negotiated for the design of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/3/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Parametrix, in an amount not-to-exceed \$302,628 for the Stormwater Capital Improvement Plan Update, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

Parametrix

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Parametrix, organized under the laws of the State of Washington, located and doing business at 1019 39th Avenue SE, Suite 100, Puyallup, WA 98374, 253-604-6600 (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 Surface Water Comprehensive Plan and Capital Improvement Plan Update (CIP 25-02). 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, 2026.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$302,628.00 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: _____ (signature) Print Name: _____ Title: _____ (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: CONSULTANT: Jeff Coop, PE, CFM, Senior Engineer Parametrix 1019 39th Avenue SE, Suite 100 Puyallup, WA 98374 253-604-6676 jcoop@parametrix.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Robert Wright, Assistant Engineering Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 robertw@sumnerwa.gov

**City of Sumner
2025 Surface Water Comprehensive Plan
and Capital Improvement Plan Update**

Introduction

The City of Sumner (City) initial Stormwater Comprehensive Plan (Comprehensive Plan) was initially prepared in 1992. The 1992 Comprehensive Plan included extensive Hydrologic and Hydraulics (H&H) modeling to help identify problem areas and project solutions. The 1992 Comprehensive Plan also includes environmental, water quality, and regulatory considerations. The Capital Improvement Plan (CIP) portion of the 1992 Comprehensive Plan was updated in 2004, 2011, and 2020. As part of the 2020 CIP update, the Stormwater Management Action Plan (SMAP) was developed as required by the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit (NPDES Permit) promulgated by the Washington State Department of Ecology (Ecology).

The City desires to update the Comprehensive Plan and CIP based on the following:

- Updated stormwater modeling based on changes in land cover assumptions and changes in modeling software.
- Changes in regulations and regulatory references.
- Changes in development.
- General mapping of areas where low impact development (LID) infiltration best management practices (BMPs) may not be technically feasible based on underlying soil or groundwater constraints or slope constraints.
- Changes in CIP projects due to changes in project needs and/or priorities.
- Changes in CIP costs based on rapid price changes since 2020.
- Changes in the NPDES Permit regarding SMAP implementation.
- Changes in the NPDES Permit requiring Stormwater Management for Existing Development (SMED).

This scope of work (scope) has been prepared for the services associated with updating the Comprehensive Plan and CIP based on the factors identified above. The following general assumptions apply to the project. Parametrix can provide support for the following through a scope modification.

- State Environmental Policy Act checklist and determination. This will be prepared by the City.
- Rate analysis. This will be prepared by others through a separate contract directly with the City.
- Public involvement. This will be led and implemented by the City.

Task 01 – Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with the City.

This task includes general management functions and QC reviews that include the following:

- Preparation of the Project Management Plan.
- Meetings with the City.
- Parametrix internal meetings.
- Project Planning – Document and communicate the scope, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Monthly progress reports and invoicing.
- Written correspondence as needed to document decisions provided by the City.
- QC reviews of draft deliverables prior to submittal to City.
- QC reviews of final deliverables prior to submittal to City.

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include:

- Project duration is 12 months and is based on the attached schedule (Attachment A).
- Budget assumes the following for meetings:
 - Up to 39 hours for meetings with the City at the beginning of task for general coordination, present findings, to resolve review comments, and general coordination.
 - Up to 40 hours for Parametrix internal team meetings and coordination.

Task 02 – H&H Modeling

Objective

This task will be to prepare the H&H modeling for the 2025 Comprehensive Plan Update.

Approach

- Coordinate with City to confirm priority areas for modeling.
- Coordinate with City to obtain readily available existing systems data.
- Field survey at priority areas.

- Develop StormShed3G models for 25-year design event for subareas associated with each selected priority area.
- Create U.S. Environmental Protection Agency (EPA) Storm Water Management Models (SWMMs) for each subarea associated with each selected priority area.
- Prepare models for:
 - Existing land cover with existing stormwater infrastructure.
 - Future land cover with existing stormwater infrastructure.
 - Future land cover with future stormwater infrastructure.
- Meet with City to discuss results of problem areas and potential solutions.
- Prepare summary and documentation for Comprehensive Plan Update.

Deliverables

Deliverables for this task include:

- Model files for existing and future land cover conditions with existing stormwater infrastructure.
- Model files for future land cover conditions with future stormwater infrastructure.

Assumptions

Assumptions for this task include:

- Single event hydrograph will be used for CIP development. The hydrograph will be for a 24-hour duration and a 25-year design recurrence interval. The hydrographs will be developed based on the Santa Barbara Urban Hydrograph methodology within StormShed3G.
- Conveyance systems will be modeled using the SWMM promulgated by the EPA.
- Model calibration will be prepared for only one basin. Model calibration will be based on comparing model results to available known or anecdotal information. Flow monitoring and flow calibration can be provided through a scope modification.
- The budget estimate includes up to 8 mobilizations or up to 80 hours for a survey crew to obtain survey data for priority areas and up to 80 hours for data processing and base map preparation for integration with the CAD file base map. Sites to be surveyed will be identified prior to mobilization.
- There will be no private utility field locating, property corner survey, or right-of-way calculations. City-owned utilities will be located by the City prior to field survey.

Task 03 – LID Feasibility

Objective/Goal

Prepare geographic information system (GIS) web map that shows locations where LID infiltration BMPs may be feasible or infeasible.

Approach

- Obtain GIS soil layers from Natural Resources Conservation Service.
- Obtain GIS ground slope layers from the City, Pierce County, or other readily available GIS sources.
- Obtain water well locations from Ecology GIS mapping.
- Meet with City to obtain project site geotechnical information to provide site-specific information to support map development.
- Prepare a GIS web map compatible with City online GIS mapping resources to show where LID may be less likely to be infeasible based on low infiltration rates, groundwater elevations, slopes, or proximity to water supply wells.
- The map will be based on the factors identified above. Other factors that limit feasibility of infiltration and LID BMPs can be discussed in the Comprehensive Plan but applicability would need to be addressed on a case-by-case basis by future project proponents. Such factors include proximity to tanks, basements, utilities, land uses requiring oil control, and other factors identified in Ecology's Stormwater Management Manual for Western Washington.

Deliverables

Deliverables for this task include:

- Draft and final GIS web map.

Assumptions

Assumptions for this task include:

- The GIS map will be prepared in a format that can be updated in the future by City staff.

Task 04 – CIP List Update

Objective/Goal

Prepare an updated list of capital projects.

Approach

- Meet with the City to review:
 - Previously identified projects that have been completed.
 - Previously identified projects that have not been completed but need to remain listed.
 - Previously identified projects that no longer need to be listed.
 - Projects identified after 2020 that need to be added.
- Prepare scaled exhibits to illustrate the project concept, main project components, pipe or BMP sizes, and key project elevations.
- Analyses for water quality BMP sizing will be prepared using Ecology's Western Washington Hydrology Model.

There are CIP projects that are currently in design by others. Such projects will be listed and briefly described; however, detailed information will not be included because design documentation is being prepared by others.

Deliverables

Deliverables for this task include:

- Updated CIP list to be carried forward for estimating and including in the H&H models.

Assumptions

Assumptions for this task include:

- The CIP list from the 2020 CIP Update will be used as the starting point. The CIP will include:
 - Up to 14 stand-alone stormwater projects.
 - Identification and listing of up to five projects currently under design by others.
 - Identification and listing of up to eight Transportation Improvement Plan (TIP) projects with stormwater elements that will be included as transportation projects.
- There will be up to 14 exhibits for the stand-alone stormwater projects and up to eight exhibits for the TIP projects with stormwater elements. Exhibits will be plan view only. Exhibits will be plotted for 11- by 17-inch printing.

Descriptions for CIP projects currently under design by others will be based on project information provided by the City.

Task 05 – CIP Cost Update

Objective/Goal

Provide planning level costs for each CIP project to be carried forward based on current and potential future costs.

Approach

Coordinate with the City to:

- Identify time frame for high-, medium-, and low- priority projects.
- Prioritize project list.
- Identify contingency project elements and contingency factors.

There are CIP projects that are currently in design by others. Such projects will be listed and briefly described; however, detailed information will not be included because design documentation is being prepared by others.

Deliverables

Deliverables for this task include:

- Summary of CIP projects with costs shown by year based on project prioritization.
- Planning level quantity breakdown and unit costs for each CIP project.

Assumptions

Assumptions for this task include:

- The electronic file used for the 2020 CIP Update will be used as the starting point for this task, and the file for this task will be in a similar format.
- Planning level costs will be developed for up to 14 stand-alone stormwater CIP projects.
- Stormwater-related costs for TIP projects will be based on a percentage of the overall TIP project cost. There will not be a detailed breakdown for stormwater costs.
- Costs for CIP projects that are under current design by others will be taken from project information provided by the City. There will not be any additional cost estimate provided.

Task 06 – SMAP Update

Objective/Goal

To prepare a SMAP Update based on S5.C.1.d of the NPDES Permit.

Approach

- Meet with the City to identify:
 - SMAP actions advanced since the original SMAP was prepared.
 - Actions to be considered based on City staff observations.
 - Actions to be considered based on public comment.
- Provide engineering analyses, feasibility analyses, and cost options for up to three options identified with the City for further consideration.
- Review current City planning documents and codes for potential updates that may be needed associated with actions or policies that result from the SMAP Update.
- Coordinate with the City to determine the potential for focused, enhanced, or customized stormwater management actions that may support the SMAP Update as well as meet SMED planning requirements. Such actions may include:
 - Focused or more frequent illicit discharge detection and elimination field screenings.
 - Prioritization of source control inspections.
 - O&M inspections or enhanced maintenance of facilities owned or operated by the City.
 - Maintenance that requires more than \$25,000.
 - Public education and outreach behavior change programs to support SMAP actions for Salmon Creek.

Deliverables

Deliverables for this task include:

- Draft and Final SMAP Update Technical Memorandum.

Assumptions

Assumptions for this task include:

- Due to the number of options to meet the requirements of the SMAP Update and related SMED actions, input will likely be needed from multiple City staff, including engineering, operations, and planning staff.

Task 07 – Retrofit/SMED

Objective/Goal

To identify SMED actions based on S5.C.7 and Appendix 12 of the NPDES Permit.

Approach

Meet with the City to develop SMED options for engineering analyses, feasibility analyses, and costs. Options to consider with the City may include:

- Conceptual engineering for a new stormwater BMP to retrofit existing untreated areas.
- Advancing the design and implementation of a project identified in the previous SMAP.
- Retrofitting an existing BMP to increase efficiency.
- Additional street sweeping.
- Participating in a regional project.

Up to one previously completed stormwater retrofit project will be evaluated to determine if it meets the requirements of the current Phase 2 permit cycle for meeting SMED requirements. Up to five CIPs will then be evaluated to determine potential future eligibility and equivalent acres.

Deliverables

Deliverables for this task include:

- Draft and Final SMED Technical Memorandum.

Assumptions

Assumptions for this task include:

- Although the SMAP Update and the SMED planning are included as two separate tasks, actions that are considered may be applicable to both planning tasks. Final actions to be carried forward will be identified for only one of the planning tasks.
- The SMED is to be based on 1.7 acres in accordance with NPDES Permit Appendix 12 Table 1.
- Due to the number of options to meet the requirements of the SMAP Update and related SMED actions, input will likely be needed from multiple City staff, including engineering, operations, and planning staff.

Task 08 – Comprehensive Plan Update

Objective/Goal

Prepare the Comprehensive Plan Update document.

Approach

- Meet with the City to confirm the content of the Comprehensive Plan Update based on the attached outline (Attachment B).
- Confirm areas of water quality concerns with the City to be included in the Comprehensive Plan Update.
- Incorporate results of previously completed tasks.
- Up to two Parametrix staff will attend up to one City Council meeting, committee meeting, or workshop to support City staff in presenting the results of the Comprehensive Plan Update.

Deliverables

Deliverables for this task include:

- Draft and Final Comprehensive Plan Update.

Assumptions

Assumptions for this task include:

- There will be one review cycle with the City.

Task 09 – CIP Update

Objective/Goal

Prepare the CIP Update document.

Approach

- Meet with the City to confirm the content of the CIP Update based on the attached outline (Attachment C).
- Incorporate results of previously completed tasks.
- Prepare text descriptions of each project.
- Up to two Parametrix staff will attend up to one City Council meeting, committee meeting, or workshop to support City staff in presenting the results of the CIP Update.

Deliverables

Deliverables for this task include:

- Draft and Final CIP Update.

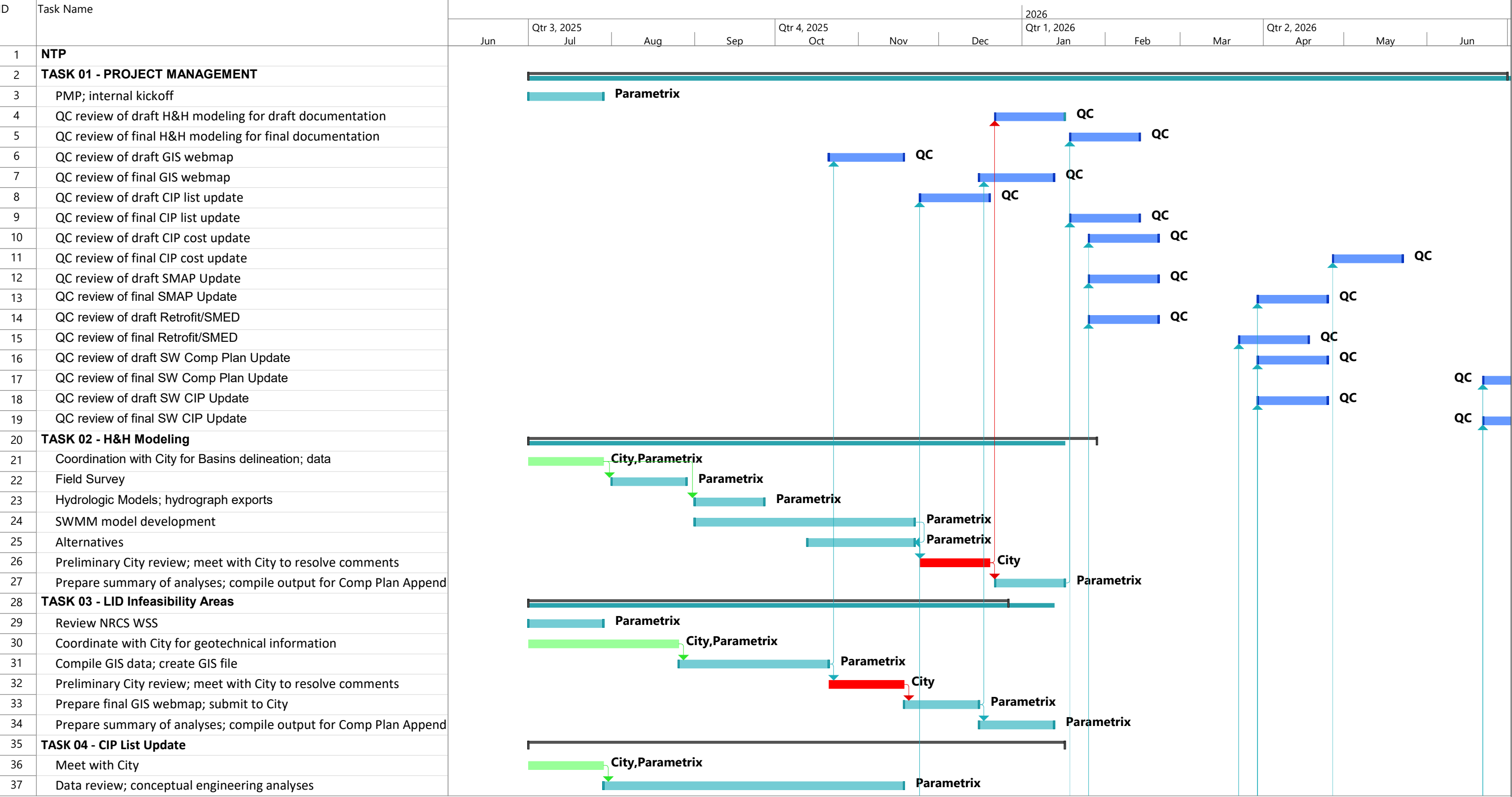
Assumptions

Assumptions for this task include:

- The CIP Update will be an attachment as a technical appendix to the Comprehensive Plan Update.
- Project descriptions will be up to one paragraph for each project.
- There will be one review cycle with the City.

Attachment A

Schedule



Project: CityofSumnerSW.mpp
Date: Mon 4/21/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

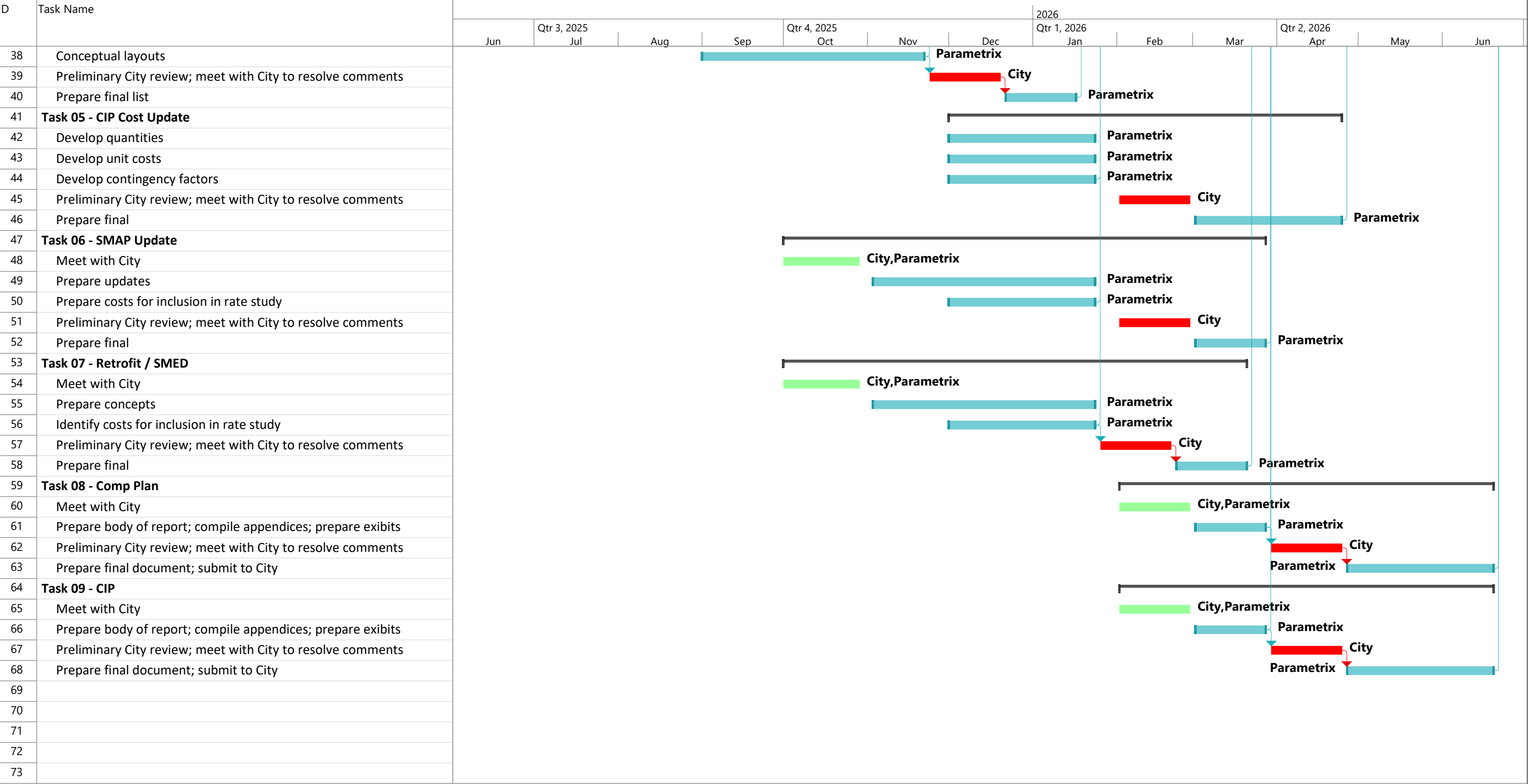
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: CityofSumnerSW.mpp
Date: Mon 4/21/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Attachment B

2025 Stormwater Comprehensive Plan Update Outline

SW Comprehensive Plan Update Potential Draft Scoping Outline

Prepared for
City of Sumner



April 2025

SW Comprehensive Plan Update Potential Draft Scoping Outline

Prepared for

City of Sumner

1104 Maple Street, Sumner, WA 98390

Prepared by

Parametrix

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Puyallup, WA 98374
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www.parametrix.com

April 2025 | 216-1527-892

Citation

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Potential Draft Scoping Outline. Prepared for City of Sumner
by Parametrix, Puyallup, Washington. April 2025.

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1.1 Background

1.2 Objectives

1.3 Plan Overview

1.4 Public Involvement

1.5 Agency Coordination

2. Study Area

2.1 Location and Boundaries

2.2 Climate

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- 4. Hydrologic and Hydraulic Modeling**
 - 4.1 Model Software**
 - 4.2 Modeling Approach and Assumptions**
 - 4.3 Design Storm**
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- 5. Engineering Analysis**
 - 5.1 Existing Problem Areas**
 - 5.2 Future Problem Areas**

6. Capital Improvements

6.1 Summary of 2025 Capital Improvement Plan

7. Nonstructural Recommendations

7.1 NPDES SWMP Requirements

7.2 NPDES O&M Requirements

7.3 NPDES Inspection and Enforcement Requirements

7.4 NPDES SMAP Requirements

7.5 NPDES SMED Requirements

7.6 City Planning and Code Updates

7.6.1 2024/2025 Comprehensive Plan

7.6.2 East Sumner Neighborhood Plan

7.6.3 Shoreline Master Program

7.6.4 OMC Title 13 Chapter 13.32 Storm Drainage Utility

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8. Funding Sources

8.1 8.1 Stormwater Utility Rates

8.2 8.2 State Funding

9. Implementation Plan

9.1 Selection of Implementation Time Frame

9.2 CIP Implementation

Attachment C

2025 Stormwater Capital Improvement Plan Update Outline

SW Comprehensive Plan Update Potential Draft Scoping Outline

Prepared for
City of Sumner



April 2025

SW Comprehensive Plan Update Potential Draft Scoping Outline

Prepared for

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1104 Maple Street, Sumner, WA 98390

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2.1.9 CIP 11 (38) – 162nd Avenue East Culvert Improvements (CEG Sites J, K, L) – Current Design Costs.....	1
2.1.10 CIP 12 (39) – East Main Street Culvert Improvements (CEG Site M) – Current Design Costs	1
2.1.11 CIP 13 (40) – Salmon Creek Restoration (to Poole Road)	1
2.1.12 CIP 14 (41) – 64th Street East Culvert Improvements	1
2.1.13 CIP 15 (47) – White River Levee Improvements.....	2
2.1.14 CIP 17 (53) – Rivergrove Puyallup River Improvements	2
2.1.15 CIP 20 – Treatment in Drainage District 11.....	2
2.1.16 CIP 21 – Wood Avenue Conveyance, Zehnder to 16th	2
2.1.17 CIP 22 – Wood Avenue Improvements.....	2
2.1.18 CIP 23 – Sumner-Tapps Highway and 60th Street East.....	2
2.1.19 CIP 24 – SR 410/166th Avenue East I/C (TIP A1)	2
2.1.20 CIP 25 – Main Street and 160th Street (TIP A4)	2
2.1.21 CIP 26 – 62nd Street: 166th Avenue to 160th Avenue East (TIP A13)	2
2.1.22 CIP 27 (13) – Elm Street: East Valley Highway to 160th Avenue East (TIP C3).....	2
2.1.23 CIP 28 – Parker Road: 62nd to 63rd (TIP C4).....	2
2.1.24 CIP 29 – Parker Road: Main to 50th (TIP C5)	2
2.1.25 CIP 30 – Sidewalk Replacement Program (TIP R7)	2
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1. Capital Improvements

1.1 Executive Summary

Figure 1-1. Major Drainage Basins

2. Recommended Capital Improvement Projects

(Any deletions or additions known at this time?)

- 2.1.1 CIP 1 (4) – Railroad Street Improvements**
- 2.1.2 CIP 2 – 63rd Street Court East Storm Drain River Street Improvements**
- 2.1.3 CIP 3 (7) – 151st Avenue East and 152nd Avenue East Improvements**
- 2.1.4 CIP 6 (18) – Willow Street Interceptor and Tributary Improvements**
- 2.1.5 CIP 7 (22) – Meade-McCumber Street Improvements**
- 2.1.6 CIP 8 (25) – 162nd Avenue East (Poole Road) Outfall Improvements – Current Design Costs**
- 2.1.7 CIP 9 (36) – 47th Street Court East Culvert Improvements (CEG Site E)- Current Design Costs**
- 2.1.8 CIP 10 (37) – 160th Avenue East Culvert Improvements (CEG Sites H, I 106th) – Current Design Costs**
- 2.1.9 CIP 11 (38) – 162nd Avenue East Culvert Improvements (CEG Sites J, K, L) – Current Design Costs**
- 2.1.10 CIP 12 (39) – East Main Street Culvert Improvements (CEG Site M) – Current Design Costs**
- 2.1.11 CIP 13 (40) – Salmon Creek Restoration (to Poole Road)**
- 2.1.12 CIP 14 (41) – 64th Street East Culvert Improvements**

- 2.1.13 CIP 15 (47) – White River Levee Improvements**
- 2.1.14 CIP 17 (53) – Rivergrove Puyallup River Improvements**
- 2.1.15 CIP 20 – Treatment in Drainage District 11**
- 2.1.16 CIP 21 – Wood Avenue Conveyance, Zehnder to 16th**
- 2.1.17 CIP 22 – Wood Avenue Improvements**
- 2.1.18 CIP 23 – Sumner-Tapps Highway and 60th Street East**
- 2.1.19 CIP 24 – SR 410/166th Avenue East I/C (TIP A1)**
- 2.1.20 CIP 25 – Main Street and 160th Street (TIP A4)**
- 2.1.21 CIP 26 – 62nd Street: 166th Avenue to 160th Avenue East (TIP A13)**
- 2.1.22 CIP 27 (13) – Elm Street: East Valley Highway to 160th Avenue East (TIP C3)**
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- 2.1.24 CIP 29 – Parker Road: Main to 50th (TIP C5)**
- 2.1.25 CIP 30 – Sidewalk Replacement Program (TIP R7)**
- 2.1.26 CIP 31 – Volunteer Sidewalk Program (TIP R10)**
- 2.1.27 CIP 32 – Mountain Circle Outfall Replacement**

Figure 2-1. Proposed Capital Improvement Project Locations

Table 2-1. Capital Improvement Plan Schedule

3. Stormwater Management Planning

3.1 SMAP CIPs

3.1.1 Stormwater CIPs

3.1.2 Permeable Pavement

3.1.3 Actions or Needs Identified After December 2021

3.2 SMED

3.2.1 Summary of NPDES Permit Requirements

3.2.2 New Stormwater Facilities

3.2.3 LID

3.2.4 Retrofit of Existing Facilities

3.2.5 Property Acquisition

3.2.5.1 Target Purposes

3.2.5.2 Available Sites

3.2.6 Stormwater Management Actions

3.2.7 Selected Alternative

3.2.7.1 Cost

3.2.7.2 Funding

3.2.7.3 Next Steps

Table 3-1. Summary of SMAP CIP Alternatives

Table 3-2. Summary of SMED Alternatives

4. Operations and Maintenance

4.1 Current Maintenance Cycles, Frequencies and Quantities

4.2 Projected Staffing Needs for Proposed CIPs

5. References

2021 SMAP

NPDES Phase 2 Permit

City Planning Documents

Appendix A

2020 Capital Improvement Plan Update Project Disposition Summary Table

Appendix B

Recommended Capital Improvement Project Figures

Appendix C

Recommended Capital Improvement Project Preliminary Cost Opinions

Appendix D

Phase II Permit Stormwater Management Action Planning (SMAP) Requirements

Appendix E

Phase II Permit Stormwater Management for Existing Development (SMED) Requirements

					Chad L. Tinsley	April D. Whittaker	Justin S. Emery	Clara F. Olson	Amanda B. Lucas	Jeffrey B. Bearson	Jordon W. Ford	Craig A. Buitrago	Lenaya M. Grabowski	Marcus W. Vassey	Steven N. Sharpe	Jessica M. Lavaris	Kathleen M. Taylor	Jeffrey L. Coop	Maricris R.E. Orama
					Sr GIS Analyst	Sr Project Control Specialist	Survey Supervisor	Engineer III	Publications Supervisor	Surveyor III	Surveyor I	Sr Consultant	Engineer III	Engineer IV	Technical Lead	Sr Project Accountant	Sr Designer	Sr Engineer	Sr Consultant
Rates:					\$169.72	\$173.40	\$209.81	\$160.06	\$150.40	\$156.16	\$95.26	\$253.58	\$155.03	\$191.93	\$146.20	\$134.08	\$209.16	\$259.52	\$304.78
01		Stormwater Comprehensive Plan	\$302,628	1,601	38	13	14	282	60	80	80	113	250	117	80	12	164	256	42
	01	Project Management	\$51,167	232	4	13	2	22	3			5	36	17		12	8	68	42
	02	H&H Modeling	\$88,362	536			12	192		80	80	26	4		80			62	
	03	LID Feasibility	\$6,329	32	22													10	
	04	CIP List Update	\$55,974	280				32				48	88				80	32	
	05	CIP Cost Update	\$25,640	120								16		80				24	
	06	SMAP Update	\$10,860	58					6				30				8	14	
	07	Retrofit/SMED	\$15,801	86	12				8				36				16	14	
	08	Comp Plan Update	\$20,667	112				18	16			10	36	2			18	12	
	09	CIP Update	\$27,828	145				18	27			8	20	18			34	20	
		Labor Totals:	\$302,628	1,601	38	13	14	282	60	80	80	113	250	117	80	12	164	256	42
		Totals:	\$302,628		\$6,449	\$2,254	\$2,937	\$45,137	\$9,024	\$12,493	\$7,621	\$28,655	\$38,758	\$22,456	\$11,696	\$1,609	\$34,302	\$66,437	\$12,801
	Project Total		\$302,628																

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

Parametrix

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. Pursuant to applicable federal law, federal regulations and/ or a final and binding Presidential Executive Order 11473, all federally funded construction project contractors shall ensure compliance with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(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

(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 federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(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: Public Works Trust Fund Loan - Applicant Certification for Biosolids Equipment Modernization Project

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Applicant Certification Form

STAFF CONTACT: Ryan Johnstone, Public Works Deputy Director - Operations

SUMMARY BACKGROUND:

The City of Sumner is seeking funding from the Public Works Board Trust Fund Loan program for the procurement of a biosolids dryer and construction of improvements at the Wastewater Treatment Facility to modernize biosolids production equipment as part of the Biosolids Equipment Modernization Project (CIP 21-17). The Public Works Trust Fund Loan's purpose is to loan money to cities, counties, and special purpose districts to repair, replace, or create infrastructure. The total loan amount to be requested is \$10 million dollars. There is no local match funding required and no loan fee. The loan interest rate is 2.12%. The applicant certification form is a required part of the Public Works Trust Fund Loan application package.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/3/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to authorize the Mayor to sign the Applicant Certification form to be included with the Public Works Trust Fund Loan application package and to grant approval to staff to apply for a Public Works Trust Fund Construction Loan to complete construction of the Biosolids Equipment Modernization Project (CIP 21-17).

Attachment - **Applicant Certification**

WHEREAS, the City of Sumner is applying to the Washington State Public Works Board for a low-interest loan for an eligible project; and

WHEREAS, RCW 43.155.070 requires that applicants planning under RCW 36.70A.040 must have adopted comprehensive plans in conformance with the requirements of chapter 36.70A RCW, and must have adopted development regulations in conformance with requirements of chapter 36.70A RCW; and

WHEREAS, RCW 70A.205.055 requires a comprehensive Solid Waste Management Plan to be adopted by the city or county; and

WHEREAS, RCW 70.235.070 requires Greenhouse Gas Emission Reduction; and

WHEREAS, RCW 43.155.070(8) requires that a project for a solid waste or recycling facility is consistent with and necessary to implement the comprehensive solid waste management plan adopted by the city or county under chapter 70A.205.055 RCW; and

WHEREAS, the applicant certifies that it has a currently adopted plan for each and every one of the systems it owns and operates and that these plans fully conform to the specifics within this application; and

WHEREAS, RCW 43.155.070 requires that county and city applicants must have adopted the local optional one-quarter of one percent Real Estate Excise Tax, as described in chapter 82.46 RCW; and

WHEREAS, the local government must be using all local revenue sources which are reasonably available for funding public works, taking into consideration local employment and economic factors; and

WHEREAS, the applicant states that their Capital Facility Plan (or similar) is consistent with the Comprehensive Land Use Plan of the jurisdiction in which they provide service; and

WHEREAS, the local governing body has approved submission of this application to the Public Works Board; and

WHEREAS, the applicant certifies that, there is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the applicant from repaying the loan extended by the Public Works Board with respect to such project. The applicant is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement; and

WHEREAS, the applicant recognizes and acknowledges that the information in the application forms is the only information, which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.060(3) requires that the project will be advertised for competitive bids and administered according to standard local procedure; and

WHEREAS, the award will not exceed the maximum amount allowed by the Public Works Board of eligible costs incurred for the project; and

WHEREAS, any loan arising from this application constitutes a debt to be repaid, and Kathy Hayden, Mayor has reviewed and concluded it has the necessary capacity to repay such a loan; and

WHEREAS, the information provided in this application is true and correct to the best of the government's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent funding agreement(s); and

NOW THEREFORE, the City of Sumner certifies that it meets these requirements, and further that it intends to enter into a loan agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties.

Signed:

Name:

Title:

Date:

SUBJECT: Resolution No. 1723 - Vehicle Miles Traveled & Greenhouse Gas Reduction Plan, 2025

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1723 - Vehicle Miles Traveled & Greenhouse Gas Reduction Plan, 2025

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

Resolution No. 1723 would adopted the *Vehicle Miles Traveled (VMT) and Greenhouse Gase (GHG) Reduction Plan, 2025*. The Plan provides a framework for Sumner to reduce VMT and associated emissions as well as GHG emissions while supporting economic vitality, equitable access, and community livability.

This plan aims to:

- Establish clear, measurable goals for VMT and GHG reduction
- Promote compact, mixed-use, and transit-oriented development patterns
- Expand infrastructure for walking, biking, and transit
- Support the shift to electric and low-emission vehicles
- Encourage behavior change through education, incentives, and engagement
- Align local efforts with state and regional climate goals

The VMT & GHG Reduction Plan is shaped by and contributes to a broader framework of climate and transportation policy at the state and regional levels:

- House Bill 1181 (2023) adds climate change and resilience as key elements in comprehensive planning under the Growth Management Act.
- Washington State Climate Commitment Act (2021) establishes binding targets to reduce GHG emissions 95% below 1990 levels by 2050.
- Washington State Clean Energy Transformation Act (CETA) requires 100% clean electricity by 2045, increasing pressure to decarbonize other sectors, especially transportation.
- Puget Sound Regional Council's VISION 2050 regional growth strategy calls for reduced VMT per capita and more compact development.
- Move Ahead Washington (2022) provides historic funding for multimodal transportation, including transit, pedestrian, and bicycle infrastructure.

At the local level, this plan supports the City of Sumner's Comprehensive Plan goals related to sustainability, transportation choice, environmental stewardship, and climate resilience.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 5/12/2025

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Resolution No. 1723 adopting the *Vehicle Miles Traveled (VMT) and Greenhouse Gase (GHG) Reduction Plan, 2025*.

**RESOLUTION NO. 1723
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL ADOPTING THE “CITY OF SUMNER
VEHICLE MILES TRAVELED AND GREENHOUSE GAS REDUCTION PLAN 2025”
IN COMPLIANCE WITH THE STATE GROWTH MANGEMENT ACT (GMA).**

WHEREAS, the state Growth Management Act (GMA) (RCW 36.70A.070(9)) requires a Climate Change and Resiliency Element and a Greenhouse Gas (GHG) Emissions Reduction subelement that must identify actions that the City will take to reduce overall GHG emissions generated by transportation and land use and result in reductions in per capita vehicle miles traveled (VMT); and

WHEREAS, the City Council adopted the 2024 Comprehensive Plan Periodic Update that includes a Climate Change and Resiliency Element and a Greenhouse Gas (GHG) Emissions Reduction subelement; and

WHEREAS, Greenhouse Gas Emissions reduction centers around walkable, transit oriented land use planning and design in combination with alternatives modes of transportation including transit and active transportation options and infrastructure; and

WHEREAS, the City of Sumner, working with consultants, completed a GHG analysis and VMT analysis consistent with state law; and

WHEREAS, the City of Sumner targets are to reduce per capita vehicles mile traveled by 10% by 2035 and by 13% by 2045 as compared to baseline 2023 levels (excluding heavy vehicles); and

WHEREAS, the VMT reduction targets are consistent and obtainable through implementation of the policies in the 2024 Comprehensive Plan and 2024 Transportation Management Plan; and

WHEREAS, the City Council reviewed the VMT and GHG Reduction Plan at a study session on May 12, 2025; and

WHEREAS, the City Council finds that it is consistent with the Comprehensive Plan and in the public interest to adopt the *Vehicle Miles Traveled and Greenhouse Gas Reduction Plan, 2025*.

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

Section 1. The City Council herby adopts the *City of Sumner Vehicle Miles Traveled and Greenhouse Gas Reduction Plan, 2025*, as shown in Exhibit A, attached hereto and incorporated herein by reference.

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

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. Effective Date. This resolution shall take effect and be in force immediately upon passage by City Council.

ADOPTED AND APPROVED this 16th day of June 2025.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

City of Sumner VMT and GHG Reduction Plan

Prepared for
City of Sumner



CITY OF
SUMNER
WASHINGTON

May 2025

City of Sumner VMT and GHG Reduction Plan

Prepared for

City of Sumner

Prepared by

Parametrix

719 2nd Avenue, Suite 200

Seattle, WA 98104

T. 206.394.3700 F. 1.206.649.6353

www.parametrix.com

May 2025 | 553-1527-089

Citation

Parametrix. 2025. City of Sumner VMT and GHG Reduction Plan.
Prepared for City of Sumner
by Parametrix, Seattle, Washington.
May 2025.

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- A VMT Study
- B GHG Reduction Strategies Memorandum

1. City of Sumner VMT and GHG Reduction Plan

1.1 Background and Introduction

The City of Sumner, Washington, is located in the heart of the Puyallup Valley. As part of the larger Puget Sound region, Sumner is experiencing increased development, population growth, and expanding commuter activity. While these trends bring economic and social opportunities, they also pose environmental challenges.

Transportation is the largest source of greenhouse gas (GHG) emissions in Washington State, accounting for nearly 45% of total emissions. In Sumner, this issue is especially pressing due to the city's role as a transportation hub, home to major freight corridors and regional rail connections. With a growing number of residents commuting by car to employment centers in Tacoma, Seattle, and beyond, vehicle miles traveled (VMT) continue to rise. Additionally, Sumner has a population of 10,800 residents, but this population more than doubles during working hours with over 18,000 jobs. The large influx of people into the city during the day has an impact on the transportation system and the VMT within Sumner. This increase not only contributes to air pollution and climate change, but also exacerbates traffic congestion, road maintenance costs, and public health concerns.

Key sources of greenhouse gas emissions in Sumner include electricity, heating, and cooling; transportation; solid waste and wastewater processing; natural gas and propane transport and use; industrial processes; land use; and tree loss. The Comprehensive Plan includes goals and policies intended to reduce these emissions that contribute to climate change.

Historically, VMT and GHG emissions were strongly correlated: almost all vehicles burned fossil fuels such as gasoline and diesel, primary drivers of statewide GHG emissions and as people drove more, emissions rose. Reducing VMT was therefore seen as a direct strategy to reduce transportation emissions. However, recent trends show that GHG emissions and VMT are beginning to diverge, due to significant increases in electric vehicles (currently about 1% of Pierce County registered vehicles) and low carbon fuel technology. Therefore, this memo discusses both strategies for reductions in VMT and reductions in GHG beyond those related to VMT.

To address these challenges, the City of Sumner is developing a VMT and GHG Reduction Plan. This strategic initiative supports the City's broader commitment to sustainability, livability, and long-term resilience. The plan outlines a comprehensive approach to reducing VMT and associated GHG emissions through coordinated land use planning, investments in alternative transportation infrastructure, policy development, and community engagement.

By setting measurable targets and identifying actionable strategies, Sumner aims to create a more balanced transportation system—one that reduces environmental impact while enhancing mobility, equity, and quality of life for all residents as aligns with state-level goals under the Washington State Clean Energy Transformation Act (CETA) and the Climate Commitment Act, as well as regional planning efforts led by the Puget Sound Regional Council.

1.1.1 Purpose

The purpose of the VMT and GHG Reduction Plan is to provide a framework for Sumner to reduce VMT and associated emissions as well as GHG emissions while supporting economic vitality, equitable access, and community livability.

This plan aims to:

- Establish clear, measurable goals for VMT and GHG reduction
- Promote compact, mixed-use, and transit-oriented development patterns
- Expand infrastructure for walking, biking, and transit
- Support the shift to electric and low-emission vehicles
- Encourage behavior change through education, incentives, and engagement
- Align local efforts with state and regional climate goals

1.1.2 Policy

This plan is shaped by and contributes to a broader framework of climate and transportation policy at the state and regional levels:

- **Washington State Climate Commitment Act (2021)** establishes binding targets to reduce GHG emissions 95% below 1990 levels by 2050.
- **Clean Energy Transformation Act (CETA)** requires 100% clean electricity by 2045, increasing pressure to decarbonize other sectors, especially transportation.
- **PSRC's VISION 2050** regional growth strategy calls for reduced VMT per capita and more compact development.
- **Move Ahead Washington (2022)** provides historic funding for multimodal transportation, including transit, pedestrian, and bicycle infrastructure.
- **House Bill 1181 (2023)** adds climate change and resilience as key elements in comprehensive planning under the Growth Management Act.

At the local level, this plan supports the City of Sumner's Comprehensive Plan goals related to sustainability, transportation choice, environmental stewardship, and climate resilience.

1.2 Community Snapshot & Transportation Context

- **Population:** ~10,800 (2023 estimate)
- **Daily VMT per capita:** Estimated at 6.51 (2023)
- **Commute Mode Share:** ~74% drive alone, 9% carpool, 2% transit, 5% bike/walk, 11% work from home
- **Industrial Land Use:** 1,900+ acres of industrial zoning, supporting regional freight movement and jobs
- **Transit Access:** Sounder commuter rail station and Sound Transit Express Routes

Sumner's high reliance on vehicles presents an opportunity to reduce VMT by encouraging a shift to non-auto modes of transportation. With employment in the city more than twice the size of the residential population, a significant share of travel on city streets comes from commuters—both employees coming into Sumner and residents traveling within or beyond the city for work. These dynamics underscore both the challenges and opportunities in lowering transportation-related emissions in Sumner and highlight the importance of targeted strategies that address both regional commuting and local mobility needs to effectively reduce transportation emissions.

1.3 VMT and GHG Emissions Analysis

1.3.1 Baseline and Forecasted VMT

Figure 1 illustrates the total annual VMT for the City of Sumner inclusive of cars and trucks. The data shows that approximately 30% of the VMT on city streets is associated with trips that are considered cut-through and not originating or traveling to a destination in Sumner.

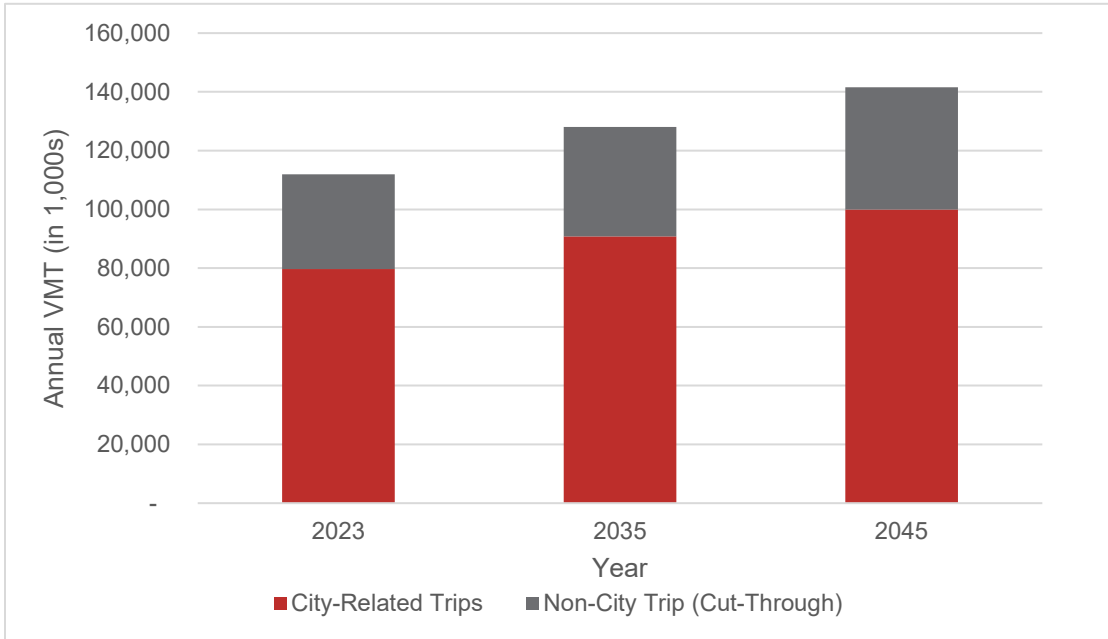


Figure 1. Sumner Annual VMT City vs Non-City Trips

Table 1 summarizes the annual VMT for Sumner city trips (cars and trucks). The summary table does not include non-city trips, which would be “cut-through” and do not have an origin and destination in the city. The annual per capita VMT for cars is also shown in Table 1. House Bill (HB) 1181 requires jurisdictions to target reductions in per capita VMT for cars. The future 2035 and 2045 results represent implementation of the City of Sumner land use plan as outlined in the 2024 Comprehensive Plan.

Table 1. City of Sumner Annual VMT (in 1,000s)¹

Location	Year 2023		Year 2035		Year 2045	
	Car	Truck	Car	Truck	Car	Truck
Industrial Area	32,655	6,601	36,777	7,443	40,212	8,145
Non-Industrial Area	37,611	2,861	43,861	2,676	49,070	2,522
Total	70,267	9,462	80,639	10,119	89,282	10,667
per Capita VMT ²	6.51		5.89		5.75	

Notes: VMT = vehicle miles traveled
1. VMT based on City of Sumner 2024 Comprehensive Plan travel demand model and represents city related trips (i.e., trips that begin and/or end in Sumner). Cut-through trips are not included in the VMT presented.
2. VMT per capita (in 1,000s) represents the VMT for cars divided by the residential population.

Table 1 shows that total VMT is anticipated to increase as the city grows; however, VMT per capita decreases due to increases in density in housing and jobs with the proposed land use plan. Truck VMT decreases in the non-industrial areas as Sumner grows due to deliveries becoming more efficient with increased density as well as trucks finding alternative routes avoiding congestion related to additional car travel in these areas. A per capita VMT reduction of 10% in 2035 compared to the baseline 2023 and 13% by 2045 compared to the baseline is shown. The reduction in VMT is related to the implementation of the proposed land use plan as part of the 2024 Comprehensive Plan, which would increase housing and jobs density.

1.3.2 GHG Emissions Inventory

Sumner’s total emissions come to roughly 86,000 MT CO₂e in 2022¹. The majority of emissions (50%) came from building energy, while 40% came from transportation sources. The remaining 10% was from refrigerant usage and solid waste (Figure 2). To address the majority of Sumners emissions, it is necessary to address emissions in existing buildings.

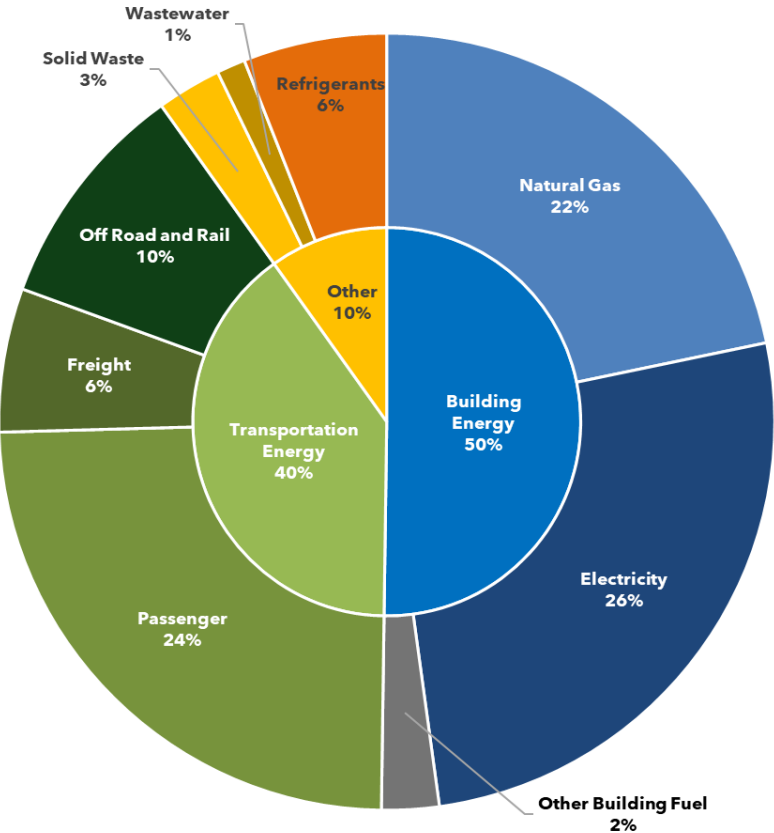


Figure 2. 2022 Local Emissions Sources

¹ Emissions data downscaled from Pierce County Emissions Inventory by population. Non-energy industrial emissions (such as specialty industrial gases) are excluded because there were no entities required to report within the city limits, and agriculture, forestry, and land use emissions were excluded because there is no large-scale agriculture or forestry within the city limits and no recent large scale land use change.

Figure 3 illustrates the projected GHG emissions in the City of Sumner through 2050, taking into account both state-level policies and city-level actions. The forecast demonstrates a significant reduction in emissions driven by a combination of regulatory measures and local initiatives.

State-level actions, represented in the top shaded layers, contribute the majority of emissions reductions. These include policies such as the Clean Fuels Act, Zero-Emission Vehicles Standard, and the Climate Commitment Act. These measures establish a strong foundation for reducing emissions across key sectors, particularly in transportation and building energy use.

City-level actions—highlighted in the striped green and blue areas—further contribute to emissions reductions. These include:

- VMT Reduction Measures, which aim to decrease vehicle miles traveled by promoting alternative transportation options.
- Residential Fuel Switching, which supports a transition from fossil fuel-based systems to clean energy sources in homes.

Despite these actions, a portion of emissions is projected to remain by 2050. This forecast underscores the importance of integrating state-level climate policies with focused local actions to achieve meaningful GHG and VMT reductions. While state initiatives drive significant progress—particularly through transportation and energy sector regulations—local strategies adopted by the City of Sumner are essential to meeting community-specific goals.

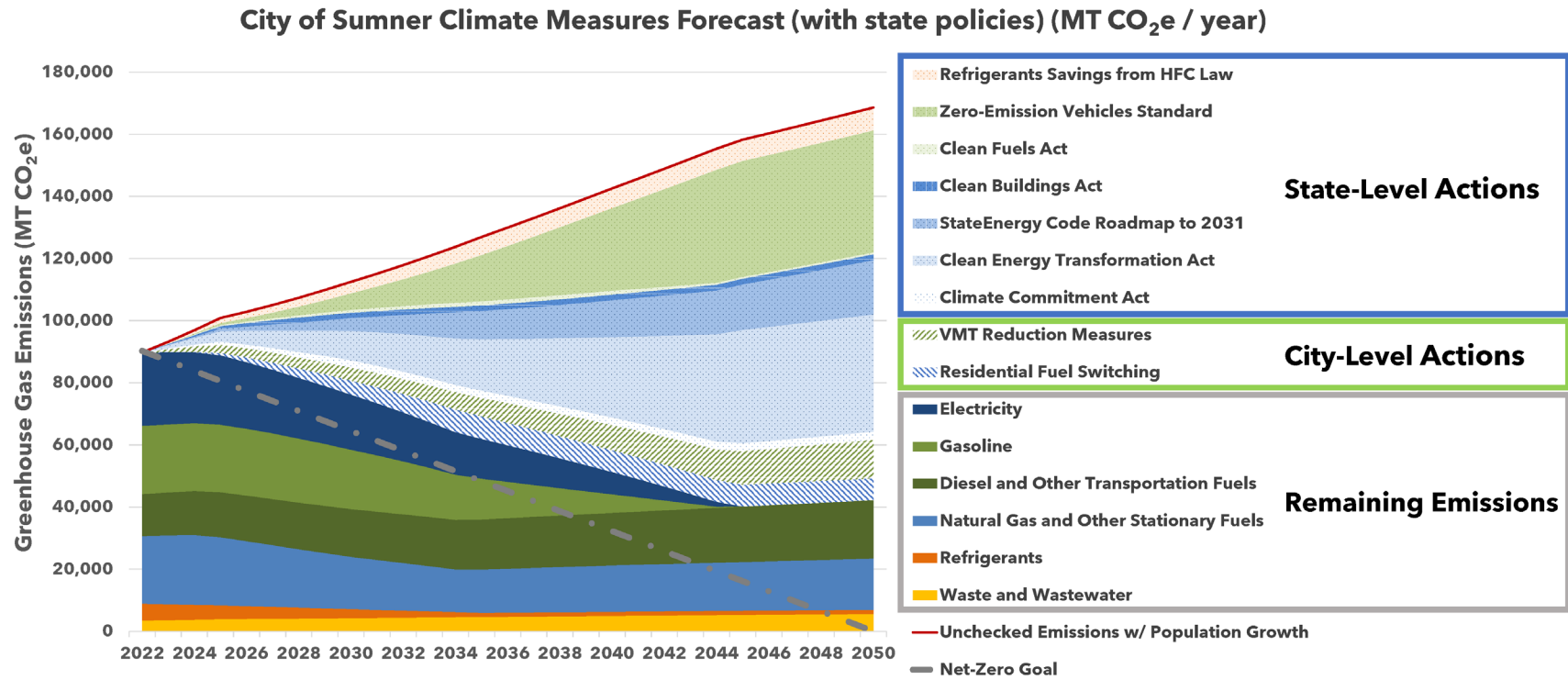


Figure 3. City of Sumner Climate Measures Forecast

Name of reduction measure	Explanation
HFC Law	Requires the phase out Hydrofluorocarbons, potent greenhouses gasses often used as refrigerants. The state estimates that this phase out will decrease HFC emissions by 70%.
Zero Emissions Vehicle Standard	New vehicles sold must be zero emissions by 2035.
Clean Fuels Act	Requires the reduction in emissions from fuels, can be met by fuel switching. Assumed to include at 10% reduction in the carbon intensity of fuels.
Clean Buildings Act	Applies to the largest buildings. 15% reduction in energy usage by 2028.
State Energy Code	New construction will consume 70% less energy than the 2006 baseline by 2031.
Clean Energy Transformation Act	Utilities must provide zero emissions electricity by 2045.
Climate Commitment Act	Cap and trade system to decrease overall emissions. Assumed to decrease natural gas emissions by 10%. Also applies to other fuels, but does not act as quickly as the Clean Fuels Act.
VMT Reduction Measures	Based on the difference between VMT growth and population growth.
Residential Fuel Switching	All residential buildings switch from natural gas or other fuels to electric heat pump technology for HVAC and water heating. Phased in over 10 years.
Unchecked Emissions with Population Growth	What the emissions would be without all the reduction measures.
Net-Zero Goal	Paris Climate Agreement goal to prevent the most dire of climate futures.
Also modeled but not included: City Fleet Conversion (benefit of 290 MT CO ₂ e/year), Employee Commute Reduction (benefit of 11 MT CO ₂ e/ year) and Increased Recycling (no net benefit due to the longevity of paper products in landfills, and the benefit of decreased virgin manufacture going to the recycled goods manufacturer).	

Figure 3. City of Sumner Climate Measures Forecast (continued)

1.3.3 Consumption Inventory Results and Discussion

In addition to emissions that are generated by activities within the City limits, another, equally large share of emissions is associated with food and goods that are purchased by residents and produced on their behalf. These emissions, referred to as consumption, imported, or Scope 3 emissions are more difficult to estimate with precision, but they are roughly equivalent in scale to those emissions produced locally. In Sumner’s case, imported consumption emissions account for roughly 49% of their total emissions Figure 4. This consumption total also includes all the emissions generated to produce the fuel used in vehicles and buildings in the City as well as an estimate of air travel by residents. Emissions associated with goods purchased make up the largest portion (Figure 5), followed by food purchases, upstream emissions associated with fuel use, and air travel.

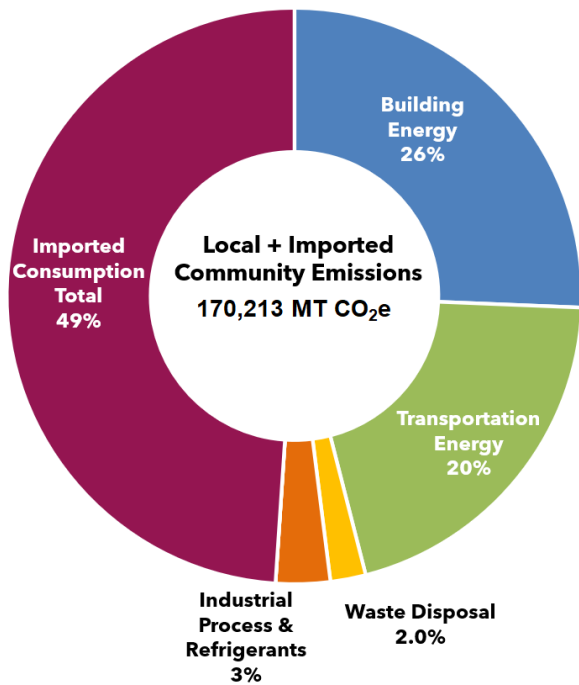


Figure 4. 2022 Local and Imported Emissions

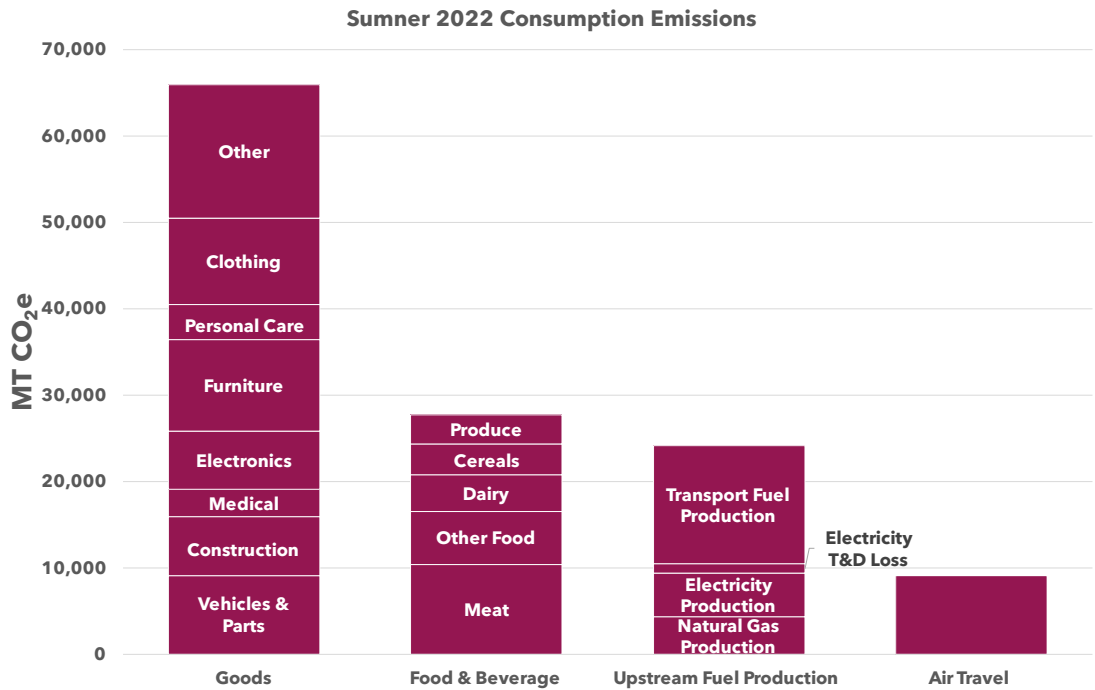


Figure 5. Distribution of Consumption Emissions

Consumption emissions estimates are approximate and most useful to give a sense of scale. Many of the state-wide actions are designed to reduce energy and transportation emissions, and they are very important in bringing down local emissions, but it is important not to forget that the goods and food that we choose to consume are a large source of emissions in any community. Legislation to address these emissions is often aimed at construction emissions and food waste, both large sources, but the emissions involved in our everyday “stuff” should not be ignored.

Imported emissions in one community represent local emissions in another. Depending on the community and its economic profile, these emissions may include some amount of double counting. For example, if a community were primarily agricultural and consumed a lot of its own produce, the food and beverage estimate would be an overestimate.

The estimates of food, goods, and air travel emissions came from the Berkely Cool Climate Calculator, combined with Sumner’s 2022 household income distribution adjusted for inflation back to 2015 dollars.

Estimates for upstream fuel production are based on fuel and electricity usage from the Pierce County emissions inventory combined with regional fuel production averages. Fuel production is all of the emission associated with drilling, mining, refining, but not burning the fuel that is used for electricity, natural gas, and transportation.

1.4 VMT Reduction Targets

The VMT per capita is projected to decrease in the future due to increases in density in housing and jobs with the proposed land use plan. The VMT analysis shows within implementation of the adopted land use plan as part of the 2024 Comprehensive Plan, a per capita VMT reduction of 10% in 2035 compared to the baseline 2023 conditions and 13% by 2045 compared to the baseline 2023 conditions (see Table 1).

WSDOT’s VMT Targets Final Report June 2023 recommends local per capita VMT targets be set at the regional scale by Regional Transportation Planning Organizations (RTPOs) based on what is feasible and likely to occur over the timeframe of long-range plans. Considering the reduction goals of the region and the potential for non-auto travel based on Sumner goals and policies, the following per capita VMT target is proposed for the City of Sumner:

- Reduce per capita VMT by 10% by 2035 compared to baseline 2023 (excluding heavy vehicles)
- Reduce per capita VMT by 13% by 2045 compared to baseline 2023 (excluding heavy vehicles)

1.5 VMT Reduction Strategies and Implementation Plan

Reduction strategies are intended to reduce per capita VMT and are identified specifically for Sumner based on the travel market assessment and the intent of meeting the VMT target. The 2024 Comprehensive Plan already contains adopted goals and policies related to the city’s commitment to reduce VMT and overall GHG emissions (where VMT contributes to GHG).

The VMT reduction strategies identified for Sumner have been divided into two categories:

1. **Initial Strategies (Tier 1)** are recommended for implementation as part of climate planning for Sumner to meet VMT targets.
2. **Additional Reduction Strategies (Tier 2)** are potential programs, goals and policies that Sumner could consider in the future if VMT targets are not being met.

Chapter 4 of Appendix A describes in more detail the reduction strategies, potential effectiveness, timeframe for benefit, metric or measure for tracking progress, and goals and policies outlined in the 2024 Comprehensive Plan associated with the reduction strategy. Table 2 provides a summary of the strategies and shows the responsible party, action(s) to implement, timeframe of benefit and metric for measuring progress.

Table 2. VMT Reduction Strategies and Implementation

Strategy	Responsible Department	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Tier 1: Initial Reduction Strategies				
Increase Residential Density	Development Services	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of new residential/mixed-use projects
Increase Job Density	Development Services	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of new commercial/industrial/employment projects
Provide Transit-Oriented Development	Community Development	Work to incentivize/encourage development near the Sounder Station and implement the goals and policies of the Comprehensive Plan and Subarea Plans.	Long-Term	Number of projects including TOD principles and/or percent of total new projects utilizing TOD principles

Table 2. VMT Reduction Strategies and Implementation (continued)

Strategy	Responsible Department	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Tier 1: Initial Reduction Strategies (continued)				
Integrate Affordable and Below Market Rate Housing	Community Development	Work with developers to prioritize integrating affordable and BMR housing with project proposals.	Long-Term	Number of new affordable housing projects
Implement Commute Trip Reduction and Demand Management Programs	Community Development	Ensure businesses are meeting CTR requirements and encourage those that do not have requirements to consider implementing CRT strategies.	Short-Term	Number of employers with CTR programs within the city and number of employers that allow flex schedules or telecommuting
Limit Residential Parking Supply	Community Development	Work with developers to reduce parking supply with residential projects and consider management strategies for on-street parking.	Long-Term	Number of residential developments with reduced parking ratios
Improve Street Connectivity	Public Works	Ensure street improvements are consistent with the adopted Transportation Improvement Program.	Long-Term	Developer required improvements consistent with Sumner's gridded street network and tracking achievement of the Transportation Improvement Program (TIP)
Provide Pedestrian Network Improvements	Public Works & Parks	Require frontage and multimodal connectivity improvements consistent with the adopted non-motorized plan.	Long-Term	Achievement of adopted multimodal level of service (LOS) and tracking implementation of the non-motorized plan/adopted TIP
Expand Bike Network	Public Works & Parks	Implement the adopted non-motorized and Park plans.	Long-Term	Achievement of adopted multimodal level of service (LOS) and implementation of the non-motorized plan/adopted TIP
Dedicate Land for Bike Trails	Public Works & Parks	Implement the adopted non-motorized and Park plans. Require frontage and multimodal connectivity improvements consistent with the adopted non-motorized plan.	Long-Term	Achievement of adopted multimodal level of service (LOS) and implementation of the non-motorized plan/adopted TIP
Extend Transit Network Coverage or Hours	City and Transit Agency Partnership	Engage with Pierce Transit on long-range transit plan and steps to become part of transit district. Explore other small-scale transit programs. Develop an action plan for the city to become part of the transit district or implement other transit options.	Long-Term	Transit service provided in the city

Table 2. VMT Reduction Strategies and Implementation (continued)

Strategy	Responsible Department	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Tier 1: Initial Reduction Strategies (continued)				
Improve Transit Access, Safety, and Comfort	Public Works	Consider transit needs and improvements as part of implementing the Transportation Improvement Program and non-motorized plan.	Long-Term	Transit service provided with the city and bus stops are accessible and designed with safety in comfort in mind.
Implement Transit-Supportive Roadway Treatments	Public Works	Consider transit needs and improvements as part of implement the Transportation Improvement Program. Work with transit agency on potential route locations.	Long-Term	Transit service provided in the city
Locate Project in Area with High Destination Accessibility	Planning and Public Works	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan. Ensure ADA accessible design is considered in permitted projects.	Long-Term	Progress towards implementing the Town Center and East Sumner Neighborhood Plans
Improve Destination Accessibility in Underserved Areas	Planning	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of projects within urban and neighborhood centers and/or basic need type projects like grocery, health care, etc.
Provide Traffic Calming Measures	Public Works	Consider requiring traffic calming measures where appropriate as part of project development.	Long-Term	Monitor implementation of traffic calming measures
Install Park-and-Ride Lots	City and Transit Agency Partnership	Work to identify potential park and ride locations. Coordinate with transit agency on potential locations. When implementing park and ride projects ensure vehicle charging infrastructure is provided.	Long-Term	Number of park-and-ride lots in Sumner
Tier 2: Additional Reduction Strategies				
Implement Market Price Public Parking (On-Street)	Planning and Public Works	Conduct a parking study to evaluate pricing strategy and management needs.	Long-Term, because current program.	Parking availability where pricing is implemented.

1. The timeframe for benefit is identified as short-term (1-4 years) or long-term (5 or more years). Short-term benefits typically depend on personal choice, have lower investment, and can be implemented in a quicker timeframe. Long-term benefits typically include considerable investment and may be implemented over many years.
2. Metrics are identified to help measure progress towards implementing strategy

1.6 GHG Reduction Strategies and Implementation Plan

The majority of emissions remaining after state-level policies are enacted are natural gas and diesel, with a smaller proportion due to solid waste, wastewater, and refrigerants. To maximize the effectiveness of its climate actions, Sumner should focus on actions that address its main remaining sources of emissions while supporting the States's emissions actions.

Many of the strategies outlined in the VMT reduction plan will also lead to GHG reductions, especially those that decrease passenger vehicle miles in the next 15 years (while a sizeable proportion of passenger vehicles are still gasoline powered) and those that decrease diesel traffic (which is harder to electrify).

Furthermore, strategies that increase the density of housing generally decrease the average size of each unit, thereby decreasing energy consumption per household.

Several of the strategies call for the City providing “incentives” for various energy saving or GHG reducing actions. For most cities, the main route of providing incentives is through reduction of building permitting fees. For example, the city could include a list of energy saving measures (like switching to a heat pump, installing additional insulation, or installing solar panels) and offer a fee reduction if an applicant completes one or more of the measures. This has the advantage of reaching homeowners when they are already in the process of making home upgrades and not requiring any additional funding stream.

Other actions call for the City to establish a plan to install equipment, convert equipment, or provide education around a topic. Facilities, fleet, and other asset managing departments likely already have long-term plans around how they will manage their buildings or fleets. These actions call on those managers to include energy efficiency and fuel conversion in their asset management plans so that they can replace equipment with more efficient models as warranted. For example, a fleet conversion plan would require that vehicles be replaced with battery electric versions where appropriate replacements exist and where they are expected to be cost effective over the lifetime of the vehicle. AFLEET has a lifetime cost calculator to help make those decisions. For educational actions, the City can incorporate additional information into existing outreach programming, or can develop programs specifically targeted at energy or waste actions.

Appendix B describes in more detail the GHG reduction strategies and Table 3 provides a summary of the strategies and shows the responsible party, action(s) to implement, timeframe of benefit and metric for measuring progress

Table 3. GHG Reduction Strategies and Implementation

Strategy	Responsible Party	Action for Implementation	Timeframe of Benefit ¹	Example Policies	Metric ²
Building Emissions Reduction Strategies					
Promote residential electric heat pumps for air and water heating	City in partnership with PSE	Provide incentives for purchasing new heat pumps, provide educational materials about the benefits of heat pumps.	immediate-20 years. replace heaters at the end of useful life.	Provide reduction in mechanical, electrical, or building permitting fees if applicant shows that they have installed a heat pump.	Number of new heat pumps installed
Promote local solar and other renewables along with battery storage	City in partnership with PSE	Provide incentives and education about solar installation	Immediate-20 years.	Provide reduction in mechanical, electrical, or building permitting fees if applicant shows that they have installed solar panels and/or batteries.	MW of solar installed
Promote commercial heat pumps for air and water heating	City in partnership with PSE	Provide incentives for purchasing new heat pumps, provide educational materials about the benefits of heat pumps.	immediate-20 years. replace heaters at the end of useful life.	Provide reduction in mechanical, electrical, or building permitting fees if applicant shows that they have installed a heat pump.	Number of new heat pumps installed
Partner with PSE on installation of community-scale battery storage.	City in partnership with PSE	Work with PSE to develop distributed energy resources to promote resiliency and balance supply and demand times for renewable electricity generation	5-20 years	City policy to identify and develop battery storage site.	Plans for facility development
Electrify air and water heat in City of Sumner buildings	Facilities	Establish plan to convert facilities to heat pumps as the existing air and water heating systems require replacement.	immediate-20 years.	Facilities includes plans to convert facilities in their building maintenance plans wherever feasible.	Decrease in the City's natural gas consumption
Install solar on City owned roofs.	Facilities	Establish plan to install solar on any additional roofs where appropriate and cost effective	Immediate-10 years	Facilities develops plans and prioritization list to install solar on all appropriate city rooftops.	MW of Solar installed on city rooftops
Transportation Emissions Reduction Strategies					
Use of renewable diesel (R99) for city's fleet when economically feasible and appropriate	Fleet	Work with fuel suppliers to request R99 supply.	1-5 years	Policy that prioritizes the purchase of R99 diesel for city use when it is available and cost-comparable (within X% of fossil price).	Gallons of R99 consumed by the city fleet. Gallons of R99 sold within the city.

Table 3. GHG Reduction Strategies and Implementation (continued)

Strategy	Responsible Party	Action for Implementation	Timeframe of Benefit ¹	Example Policies	Metric ²
Transportation Emissions Reduction Strategies (continued)					
Install EV charging in destinations, public buildings, and multifamily housing	Public Works	Identify locations for new chargers. Establish plan to install chargers in chosen sites	2-10 years	Fleet or facilities department identifies appropriate sites and develops prioritization list and timeline for installing new chargers.	Number of chargers installed.
Electrify city's fleet	Fleet	Establish plan to convert city's fleet	1-10 years	Fleet manager develops prioritized plan to convert vehicles in the fleet as their time of replacement comes up, utilizing a lifecycle-based cost assessment.	Number of electric vehicles in the city fleet
Food and Goods Emissions Reduction Strategies					
Decrease Food Waste	City	Set a goal to match the State of Washington's and establish an educational campaign	Near-term	Community and Economic Development develops programming to educate community about food waste prevention.	Program to educate residents about food waste.
Increase Recycling	Solid Waste	Establish program to increase recycling in the city.	Near-term	Community and Economic Development develops programming to educate community about recycling, especially how to recycle glass.	Tons of waste sent to the landfill.

1.7 Monitoring and Evaluation

Effective monitoring and evaluation are critical to ensuring that the City of Sumner's efforts to reduce VMT and GHG emissions are progressing toward established targets. By tracking key metrics over time and adapting strategies as needed, Sumner can make informed, data-driven decisions to support a more sustainable, equitable, and connected community.

1.7.1 Key Metrics to Track

To assess the success of VMT and GHG reduction strategies, the City will track the following indicators on a regular basis (5-year increments is likely sufficient):

- **Per Capita VMT (cars and light trucks only):** Calculated using local travel demand model outputs and city population estimates. This is the primary metric required by Washington State's HB 1181.
- **Total and Per Capita GHG Emissions from Transportation:** Estimated using emissions factors aligned with state and regional guidance and Sumner's land use and transportation profiles.
- **Total Energy Usage and Emissions:** Puget Sound Energy provides electricity and natural gas to Sumner buildings. Contact PSE and ask how many kilowatt hours of electricity and how many therms of natural gas were sold to customers in Sumner to get energy usage. PSE will also be able to provide you with a yearly annual electricity emissions factor to calculate overall electricity emissions and a percentage of renewable natural gas for use when calculating natural gas emissions.
- **EV Fleet percentage:** The proportion of registered EVs in Sumner. This data is collected by the DMV.
- **Solid Waste Generation:** Short wet tons per capita is available through your garbage haulers.
- **Transit Ridership and Accessibility:** Including the number of residents within walking distance of the Sounder station or future transit routes; transit service coverage, frequency, and ridership growth.
- **Non-Motorized Travel Metrics:** Miles of new pedestrian and bicycle infrastructure completed; multimodal level of service (LOS) performance.
- **Housing and Jobs Proximity:** The share of housing units and jobs located within 1/2 mile of transit or in designated mixed-use centers like the Town Center. The number of people that both live and work in Sumner.
- **Mode Split:** Commuting mode share data, particularly the percentage of residents commuting via transit, carpooling, walking, or biking (from U.S. Census ACS and future surveys).
- **Land Use Metrics:** New residential and commercial development occurring in high-density or mixed-use zones consistent with VMT reduction strategies.
- **Equity Indicators:** Accessibility of sustainable transportation modes to low-income, elderly, and other vulnerable populations.

1.7.2 Reporting Schedule

The City will formally evaluate progress toward VMT and GHG reduction targets on a five-year cycle, aligning with comprehensive plan updates and state reporting requirements. This periodic review will include:

- Updated VMT and GHG metrics
- Summary of completed or in-progress strategies
- Analysis of development patterns and transportation system changes
- Community feedback and engagement outcomes
- Evaluation of effectiveness and equity of implemented actions

Annual internal reviews may also be conducted to inform capital planning and budget cycles.

1.7.3 Adaptive Management Approach

If monitoring shows that VMT reduction targets are not being met—or that trends are moving in the wrong direction—the City will apply an adaptive management framework:

- **Diagnose the Gap:** Analyze data to identify underperforming strategies, emerging challenges, or unexpected growth patterns (e.g., higher-than-anticipated cut-through traffic).
- **Engage Stakeholders:** Convene interdepartmental staff, community groups, and regional partners (e.g., PSRC, Sound Transit) to discuss barriers and opportunities.
- **Refine or Add Strategies:** Prioritize additional or modified measures, such as expanding community-based travel programs, adjusting parking policies, or seeking new partnerships for transit service.
- **Update the Plan:** Amend the VMT and GHG Reduction Plan or Comprehensive Plan as needed to reflect new strategies and maintain alignment with regional and state targets.

This approach allows Sumner to remain flexible and responsive in the face of changing conditions and community needs.

Appendix A

VMT Study

Sumner Climate Planning

VMT STUDY AND REDUCTION PLAN

Prepared for:
City of Sumner

May 2025

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Executive Summary

The Washington State law HB 1181¹, adopted in 2023, requires cities to use their comprehensive plan to build community resilience and reduce greenhouse gas emissions. Transportation is a key sector where reducing the average vehicle miles traveled (VMT) per capita contributes to reducing emissions. This study provides a VMT travel market assessment, analysis, and reduction strategies for the City of Sumner to meet VMT targets.

Travel Market Assessment

The travel assessment key findings related to VMT reduction for the City of Sumner are:

- **High Drive Alone with Short Travel.** The Sumner travel demand model shows a 92% vehicle mode split and an 8% walk, bike, and other mode split. For commuting trips, almost 75% resident trips are drive alone and over 50% drive less than 25 minutes. Given these short commutes, there is an opportunity to provide transit service and improve non-motorized conditions within the city to reduce VMT.
- **Longer Commute Trips.** Over 20% of residents commute 45 minutes or more to work. Strategies that result in more job opportunities within the city will help reduce VMT.
- **Lack of Transit Service.** There is increased density anticipated near the Sounder Station where transit service is provided; however, there are many areas outside of walking distance from this station that will have growth. There is limited transit service to and from the Sounder Station and there is no service serving the city. There is an opportunity to reduce VMT for the city with transit service to key destinations within the city as well as to adjacent areas.
- **Non-Motorized Connections.** The existing non-motorized network has some gaps especially in the north portion of the city. It will be important to complete the planned non-motorized network adopted in the 2024 Comprehensive Plan to shift auto trips related to commuting as well as shopping and other types of trips to walking and/or biking.

VMT Analysis and Target

VMT is a transportation metric that calculates the total travel distance of all vehicles in a specific geographic area over a given period. The VMT metric can be used to understand changes over time. HB 1181 requires a measurement of annual per capita VMT for cars. Table E-1 summarizes the per capital VMT for Sumner.

Table E-1. City of Sumner Per Capital VMT¹

2023	2035	2045
6.51	5.89	5.75

Notes: VMT = vehicle miles traveled

1. VMT per capita (in 1,000s) represents the total annual VMT for cars divided by the residential population. VMT is determined based on Sumner travel demand model and only includes city related trips that begin or end in Sumner. Cut-through trips are excluded from the VMT.

¹ Engrossed Second Substitute House Bill (E2SHB or HB) 1181 effective July 23, 2023, and is an act related to improving the state's climate response. <https://lawfilesext.leg.wa.gov/biennium/2023-24/Pdf/Bills/Session%20Laws/House/1181-S2.SL.pdf?q=20231025165918> accessed March 7, 2024

The VMT per capita is projected to decrease in the future due to increases in density in housing and jobs with the proposed land use plan. A per capita VMT reduction of 10% in 2035 compared to the baseline 2023 and 13% by 2045 compared to the baseline is shown. The reduction in VMT is related to the implementation of the proposed land use plan as part of the 2024 Comprehensive Plan, which would increase housing and jobs density.

WSDOT's Vehicle Miles Traveled (VMT) Targets Final Report June 2023 recommends local per capita VMT targets be set at the regional scale by Regional Transportation Planning Organizations (RTPOs) based on what is feasible and likely to occur over the timeframe of long-range plans. Considering the reduction goals of the region and the potential for non-auto travel based on Sumner goals and policies, the following per capita VMT target is proposed for the City of Sumner:

- Reduce per capita VMT by 10% by 2035 compared to baseline 2023 (excluding heavy vehicles)
- Reduce per capita VMT by 13% by 2045 compared to baseline 2023 (excluding heavy vehicles)

Reduction Strategies

The reduction strategies are intended to reduce per capita VMT and are identified specifically for Sumner based on the travel market assessment and the intent of meeting the VMT target. The 2024 Comprehensive Plan already contains adopted goals and policies related to the city's commitment to reduce VMT and overall greenhouse gas (GHG) emissions (where VMT contributes to GHG).

The VMT reduction strategies identified for Sumner have been divided into two categories:

1. **Initial Strategies (Tier 1)** are recommended for implementation as part of climate planning for Sumner to meet VMT targets.
2. **Additional Reduction Strategies (Tier 2)** are potential programs, goals and policies that Sumner could consider in the future if VMT targets are not being met.

Chapter 4 describes the reduction strategies, potential effectiveness, timeframe for benefit, metric or measure for tracking progress, and goals and policies outlined in the 2024 Comprehensive Plan associated with the reduction strategy. Table E-2 provides a summary of the strategies and shows the responsible party, action(s) to implement, timeframe of benefit and metric for measuring progress.

Table E-2. Summary of Reduction Strategies

Strategy	Responsible Department	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Tier 1: Initial Reduction Strategies				
Increase Residential Density	Development Services	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of new residential/mixed-use projects
Increase Job Density	Development Services	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of new commercial/industrial/employment projects

Strategy	Responsible Department	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Provide Transit-Oriented Development	Community Development	Work to incentivize /encourage development near the Sounder Station and implement the goals and policies of the Comprehensive Plan and Subarea Plans.	Long-Term	Number of projects including TOD principles and/or percent of total new projects utilizing TOD principles
Integrate Affordable and Below Market Rate Housing	Community Development	Work with developers to prioritize integrating affordable and BMR housing with project proposals.	Long-Term	Number of new affordable housing projects
Implement Commute Trip Reduction and Demand Management Programs	Community Development	Ensure businesses are meeting CTR requirements and encourage those that do not have requirements to consider implementing CRT strategies.	Short-Term	Number of employers with CTR programs within the city and number of employers that allow flex schedules or telecommuting
Limit Residential Parking Supply	Community Development	Work with developers to reduce parking supply with residential projects and consider management strategies for on-street parking.	Long-Term	Number of residential developments with reduced parking ratios
Improve Street Connectivity	Public Works	Ensure street improvements are consistent with the adopted Transportation Improvement Program.	Long-Term	Developer required improvements consistent with Sumner's gridded street network and tracking achievement of the Transportation Improvement Program (TIP)
Provide Pedestrian Network Improvements	Public Works & Parks	Require frontage and multimodal connectivity improvements consistent with the adopted non-motorized plan.	Long-Term	Achievement of adopted multimodal level of service (LOS) and tracking implementation of the non-motorized plan/adopted TIP
Expand Bike Network	Public Works & Parks	Implement the adopted non-motorized and Park plans.	Long-Term	Achievement of adopted multimodal level of service (LOS) and implementation of the non-motorized plan/adopted TIP
Dedicate Land for Bike Trails	Public Works & Parks	Implement the adopted non-motorized and Park plans. Require frontage and multimodal connectivity improvements consistent with the adopted non-motorized plan.	Long-Term	Achievement of adopted multimodal level of service (LOS) and implementation of the non-motorized plan/adopted TIP
Extend Transit Network Coverage or Hours	City and Transit Agency Partnership	Engage with Pierce Transit on long-range transit plan and steps to become part of transit district. Explore other small-scale transit programs. Develop an action plan for the city to become part of the transit district or implement other transit options.	Long-Term	Transit service provided in the city

Strategy	Responsible Department	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Implement Transit-Supportive Roadway Treatments	Public Works	Consider transit needs and improvements as part of implement the Transportation Improvement Program. Work with transit agency on potential route locations.	Long-Term	Transit service provided in the city
Locate Project in Area with High Destination Accessibility	Community Development	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan. Ensure ADA accessible design is considered in permitted projects.	Long-Term	Progress towards implementing the Town Center and East Sumner Neighborhood Plans
Improve Destination Accessibility in Underserved Areas	Development Services	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of projects within urban and neighborhood centers and/or basic need type projects like grocery, health care, etc.
Provide Traffic Calming Measures	Development Services	Consider requiring traffic calming measures where appropriate as part of project development.	Long-Term	Monitor implementation of traffic calming measures
Install Park-and-Ride Lots	City and Transit Agency Partnership	Work to identify potential park and ride locations. Coordinate with transit agency on potential locations. When implementing park and ride projects ensure vehicle charging infrastructure is provided.	Long-Term	Number of park-and-ride lots in Sumner
Tier 2: Additional Reduction Strategies				
Implement Market Price Public Parking (On-Street)	Planning and Public Works	Conduct a parking study to evaluate pricing strategy and management needs.	Long-Term, because no current program.	Parking availability where pricing is implemented.

1. The timeframe for benefit is identified as short-term (1-4 years) or long-term (5 or more years). Short-term benefits typically depend on personal choice, have lower investment, and can be implemented in a quicker timeframe. Long-term benefits typically include considerable investment and may be implemented over many years.

2. Metrics are identified to help measure progress towards implementing strategy.

Chapter 1. Introduction

The Washington State law HB 1181², adopted in 2023, requires cities to use their comprehensive plan to build community resilience and reduce greenhouse gas emissions that contribute to global climate change. Cities are required to adopt a climate change and resiliency goal, and element designed to reduce greenhouse gas emissions, enhance resilience and avoid adverse impacts of climate change.

Transportation is a key sector that generates emissions impacting climate. On-road and off-road (rail, air, water) vehicles all contribute to the city's greenhouse gas emissions. Reducing transportation emissions in Sumner will be accomplished partly through widespread adoption of cleaner vehicles and by reducing the average vehicle miles traveled (VMT) per capita.

Background

Sumner has a population of 10,800 residents, but this population more than doubles during working hours with over 18,000 jobs³. The large influx of people into the city during the day has an impact on the transportation system and the vehicle miles traveled (VMT) within Sumner. Table 1 summarizes the Sumner existing (2023) residential population and number of jobs and projected 2035 and 2045 population and jobs.

Table 1. Summary of City of Sumner Population and Jobs

	2023	2035	2045 ¹
Resident Population	10,800	13,692	15,519
Jobs	18,106	21,004	23,419
Total Service Population²	28,906	34,696	38,938

Source: City of Sumner 2024 Comprehensive Plan, January 6, 2025

1. The 2045 population is based on the 2044 estimates in the City of Sumner 2024 Comprehensive Plan. This study assumes that 2044 and 2045 populations are the same.

2. Service population is the sum of residential population and jobs.

Study Overview

This study provides a VMT travel market assessment and analysis as well as VMT reduction strategies for the City of Sumner. The travel market assessment identifies higher density residential and employment areas in the city and reviews how these areas are served by non-auto modes to help determine potential strategies that could reduce VMT. The VMT analysis summarizes the baseline or current per capita VMT and future projected per capita VMT for the city. Finally, strategies and associated goals and policies to reduce VMT within the City of Sumner are discussed.

² Engrossed Second Substitute House Bill (E2SHB or HB) 1181 effective July 23, 2023, and is an act related to improving the state's climate response. <https://lawfilesexternal.wa.gov/biennium/2023-24/Pdf/Bills/Session%20Laws/House/1181-S2.SL.pdf?q=20231025165918> accessed March 7, 2024

³ 2023 population and jobs as presented in the City of Sumner 2024 Comprehensive Plan, January 6, 2025.

Chapter 2. Travel Market Assessment

To determine the most effective strategies to reduce VMT for Sumner, a travel market assessment was conducted. The travel market assessment identifies travel modes for trips in Sumner and how the location of housing and jobs for existing and future conditions relates to the existing and future Sumner transportation system. Understanding the city travel helps to identify which strategies will be most effective in reducing VMT in Sumner.

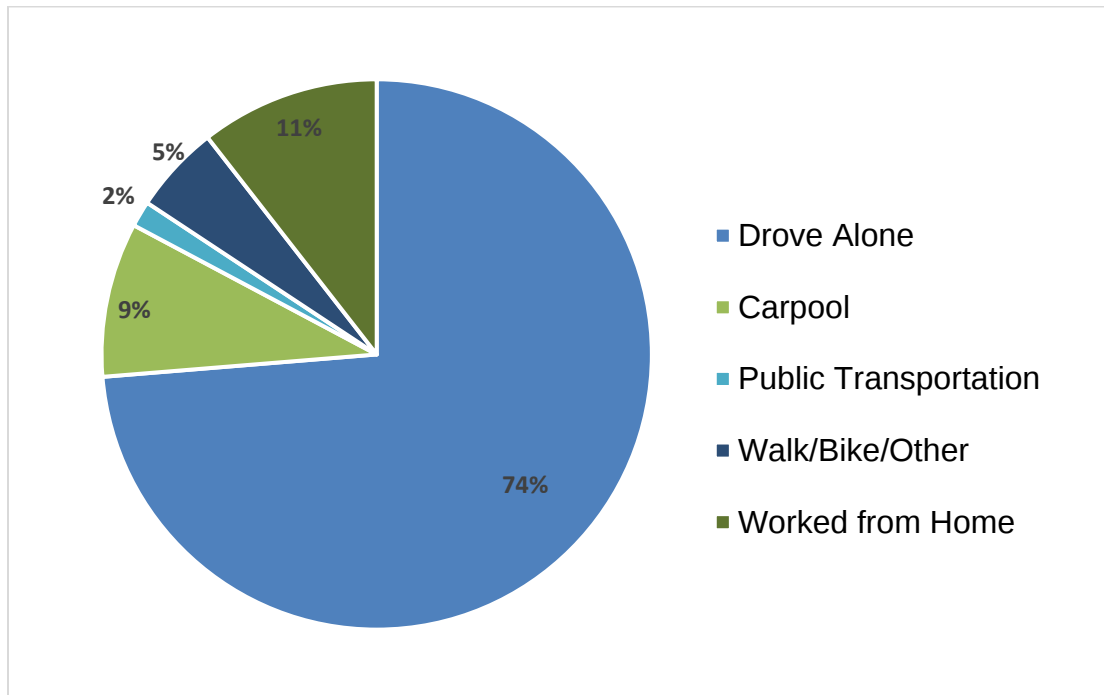
Travel Modes

A review of travel modes based on the Sumner travel demand model for all trip types shows 92% travel via vehicle, which could be drive alone or carpool, and 8% via walk, bike, or other mode. This high vehicle mode split provides an opportunity to reduce VMT by shifting travel to non-auto modes.

Typically, commuting to work accounts for 15 to 25% of all trips made by individuals. As shown in Figure 1, presented in the previous chapter, the employment population in Sumner is more than double the residential population. Therefore, when considering the population of Sumner, employees travelling from outside the city and residents traveling to work either within the city or outside the city account for a large portion of the travel on the city streets. Data was also reviewed to understand how Sumner residents travel to work. A review of modes of travel for residents in communities adjacent to the city, such as Auburn and Edgewood, shows commute patterns are similar to those seen for Sumner residents. This means travel modes by non-residents to and from Sumner are anticipated to be similar to residents.

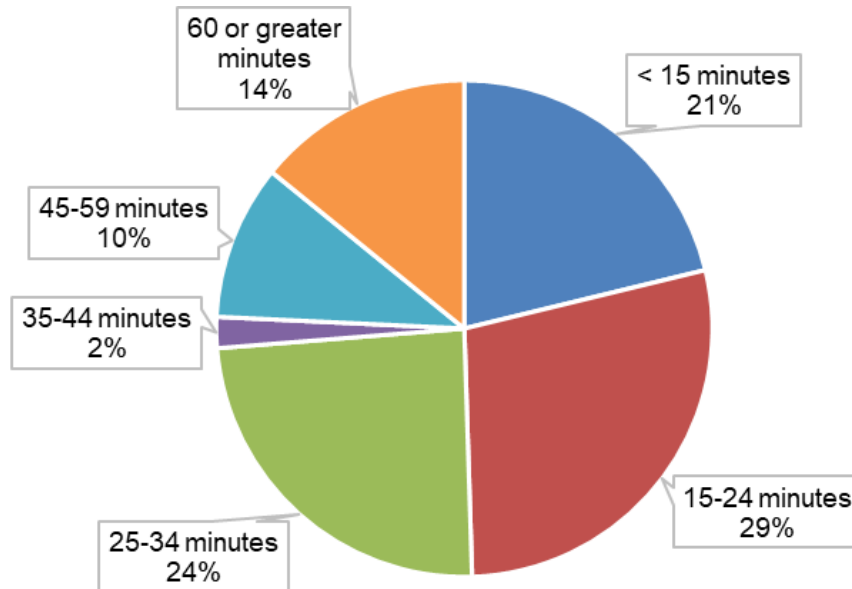
The US Census Bureau American Community Survey (ACS) Means of Transportation to Work 5-year Estimates 2019-2023 for Sumner are presented on Figure 1. As shown on the chart, 74 percent of travel to work for residents of Sumner is via drive alone. These drive alone trips contribute to the VMT for the city.

Figure 1. Sumner Residents Means of Transportation to Work



The ACS 5-Year Estimates were also reviewed for travel time to work for all driving trips including drive alone and carpool. Figure 2 shows the commute times to work for all driving trips.

Figure 2. Sumner Residents Travel Time to Work via Auto



As shown on Figure 2, 50% of driving trips to work are less than 25 minutes and 24% of driving trips to work are 45 minutes or more. Along with travel time to work, distance travelled to work was also reviewed for residents living in Sumner and for those employed in Sumner. For Sumner residents:

- Almost 40% commute less than 10 miles to work, and
- About 30% commute between 10 and 25 miles to work.

For Sumner employees:

- Over 40% live less than 10 miles from the city, and
- 30% live between 10 and 25 miles from the city.

On average, commute times for Sumner residents and employees are less than 30 minutes and less than 25 miles.

The travel review shows most commuting is driving; however, there are a significant number of short commutes, with almost 40% less than 10 miles and 20% of driving to work less than 15 minutes. With these short commute times and distances, VMT could be reduced by providing opportunities for use of non-motorized and transit modes.

Transportation and Land Use

The ability to reduce VMT is dependent on how transportation and land use interface such that people living and working in Sumner have access to non-drive alone modes. An overlay analysis was performed to demonstrate how the existing and future (2044) housing and jobs match with the non-motorized and transit systems as well as the planned improvements identified in the 2024 Comprehensive Plan. The future 2044 conditions represent the 20-year planning horizon identified in the 2024 Comprehensive Plan.

Figures 3 through 6 illustrate the existing population and jobs in relationship to the existing transit and non-motorized facilities.

Figure 3. Sumner 2023 Housing and Existing Transit Service

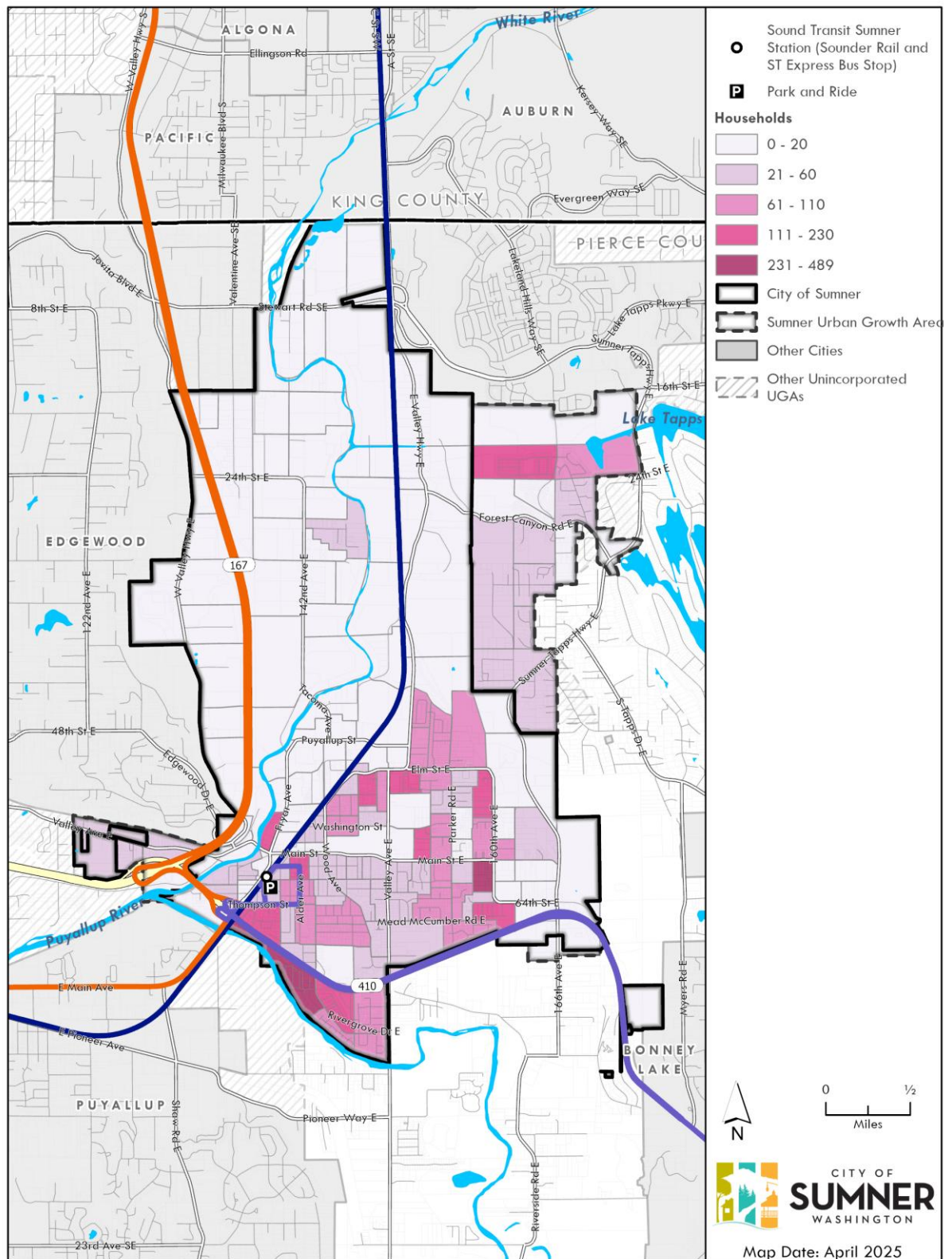


Figure 4. Sumner 2023 Housing and Existing Non-Motorized Facilities

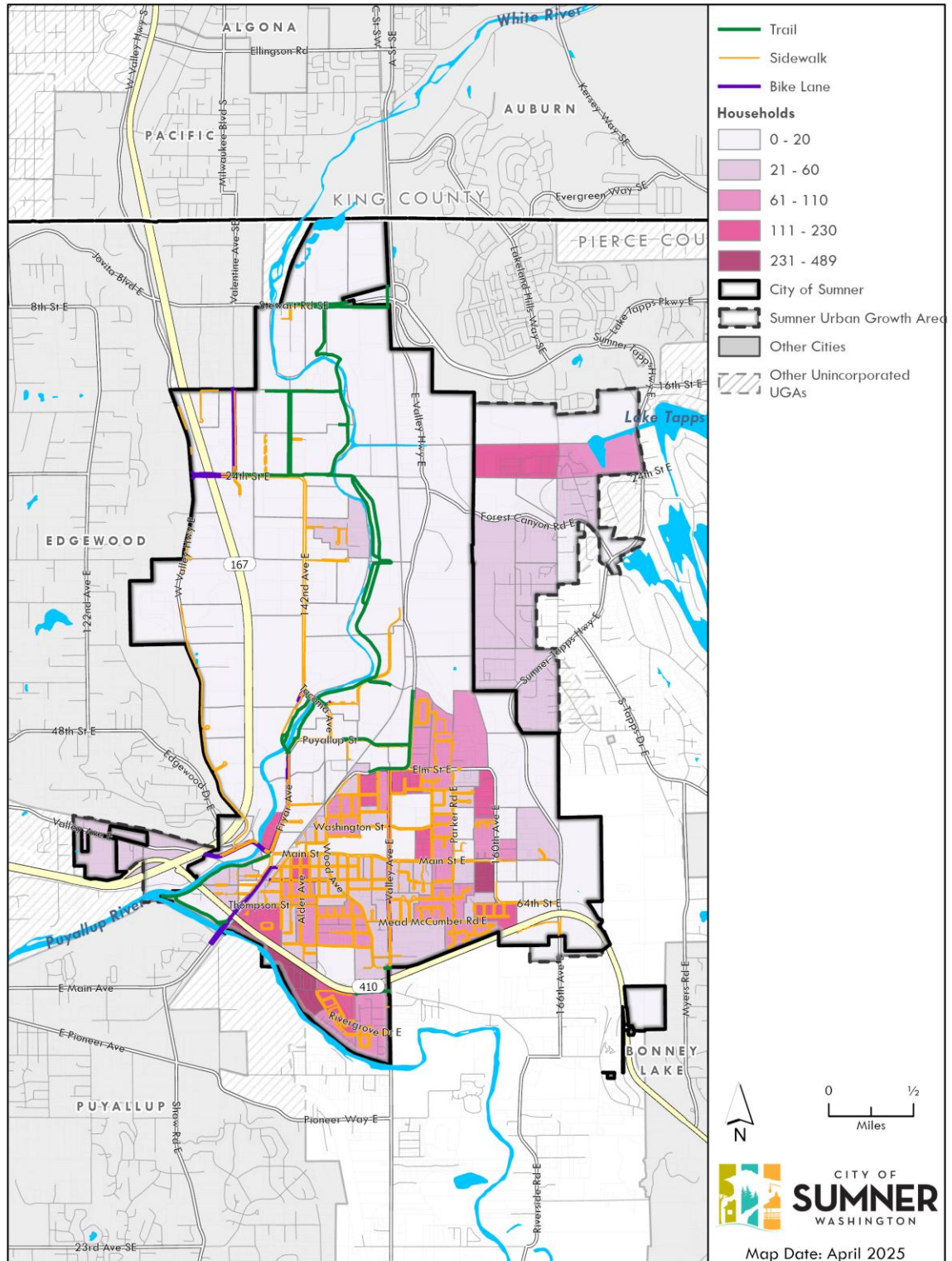


Figure 5. Sumner 2023 Jobs and Existing Transit

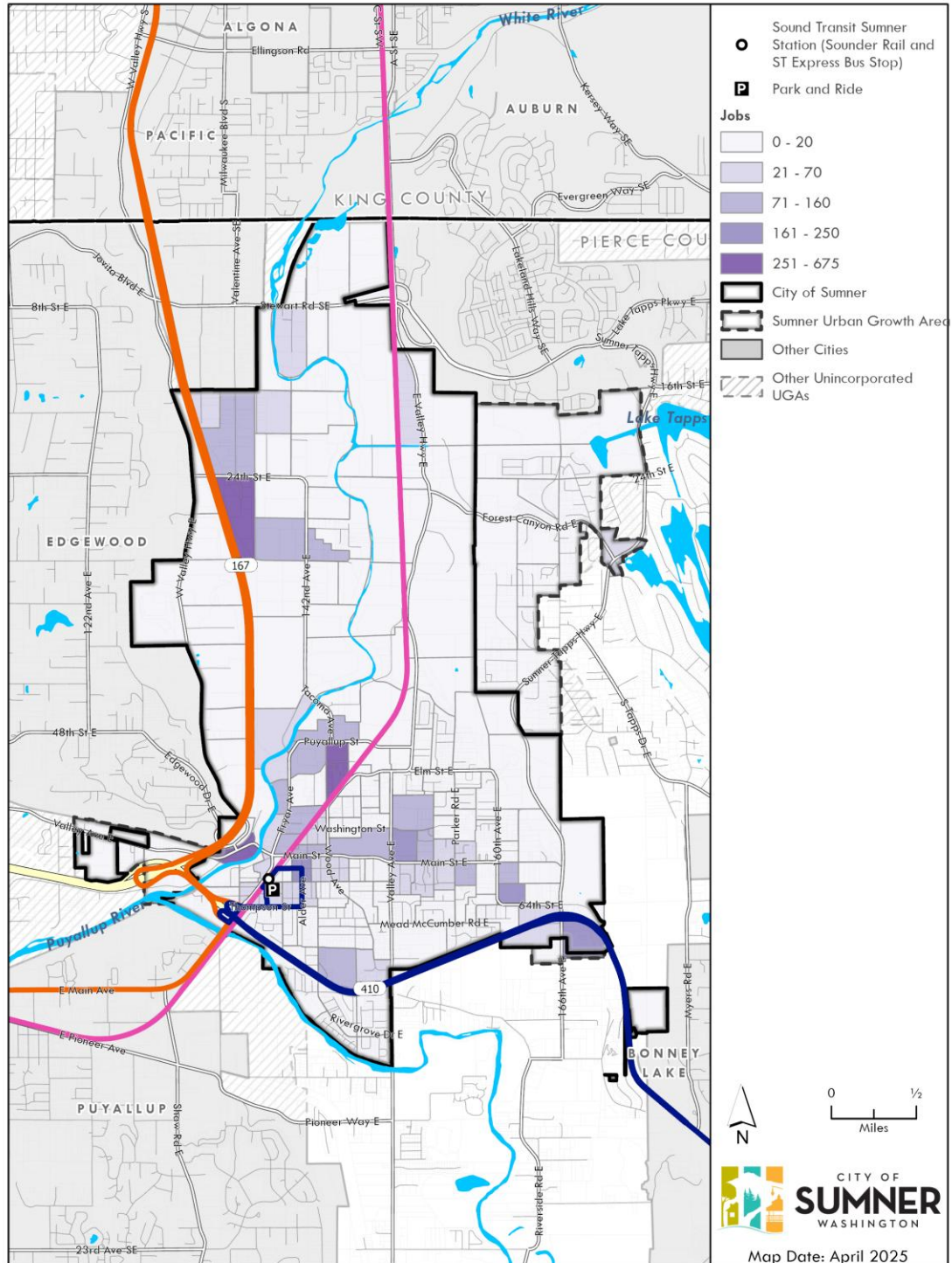
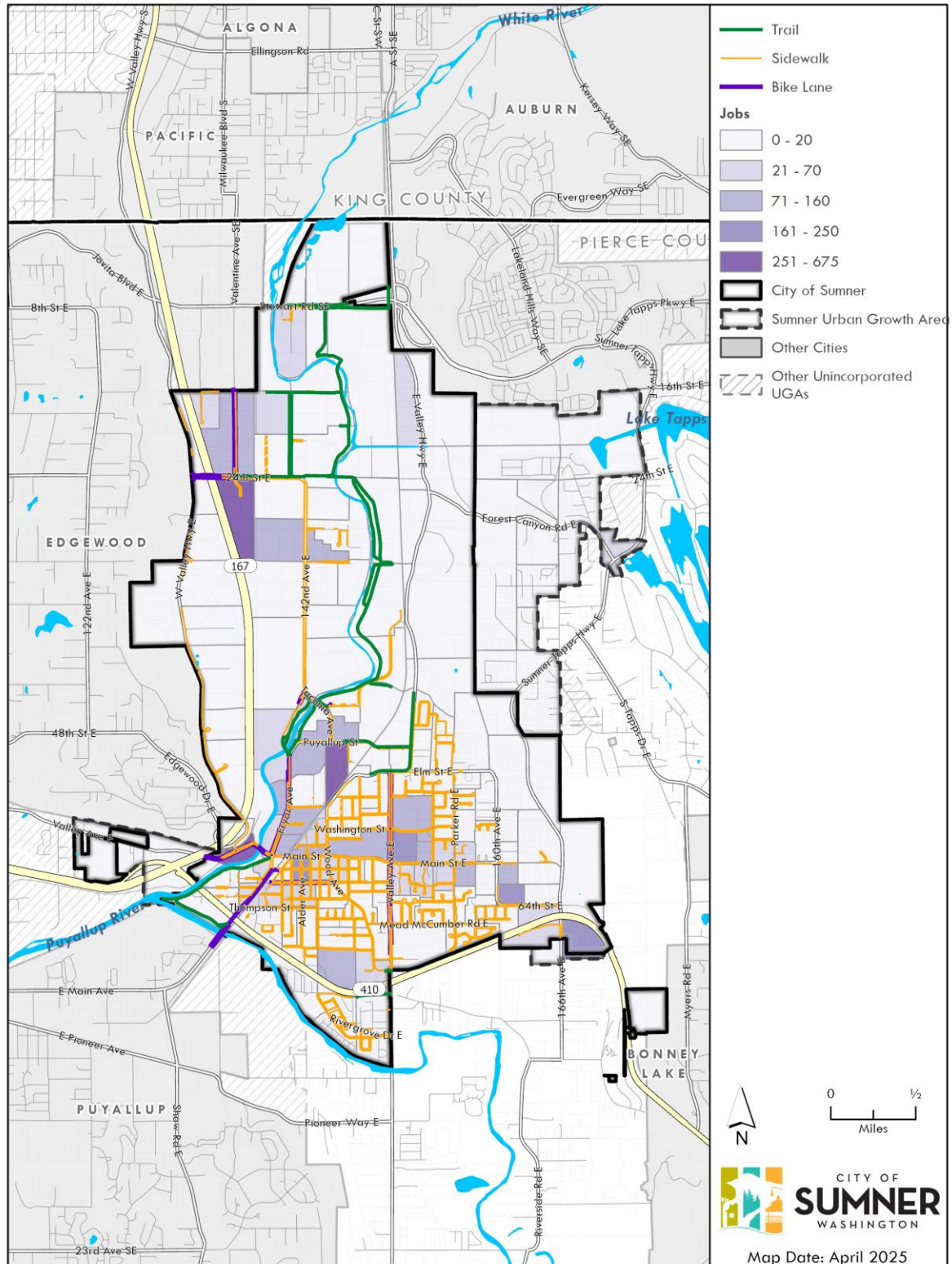


Figure 6. Sumner 2023 Jobs and Existing Non-Motorized Facilities



Transit service is not provided within the City of Sumner except at the Sounder Station. The analysis shows that the higher concentration of residential population is in the southern portion of the city in the Town Center and East Sumner areas whereas the higher concentration of jobs is mostly in the north in the Manufacturing Industrial Center (MIC). Transit connectivity between these areas could reduce reliance on auto travel for those living and working in Sumner. In addition, connectivity between the Sounder Station to the MIC would benefit employees that live outside of Sumner. The City of Sumner previously sponsored a pilot program for a shuttle service between the Sounder Station and the MIC. The pilot program was discontinued due to a number of challenges including low ridership, warehouse employee shift times not aligning with Sounder schedule, and lack of employer promotion of program.

A review of the non-motorized facilities compared to the population and jobs shows that the existing network serves the current residents living in the south portions of the city; however, the only connectivity in the north for employees is the Sumner Link Trail and there are no sidewalks along all streets.

Figures 7 through 12 illustrate the future 2044 population and jobs in relationship to the existing transit, planned non-motorized system and planned improvements. It is noted that Sumner is currently not in the Pierce Transit service area; therefore, there are no planned changes to service within Sumner. There are goals and policies within the 2024 Comprehensive Plan to work with Pierce Transit on service in the future.

The future conditions analysis shows that the concentration of population is similar to existing conditions where the southern portion of the city has the highest population levels. Growth in jobs is anticipated in the MIC and in the southern portion in the city within the Town Center and some in East Sumner. There would continue to be a lack of transit services in Sumner and key areas like the MIC and Town Center would benefit from transit services to help reduce VMT. The non-motorized plan results in improved connectivity and planned system improvements are focused on areas that are anticipated to grow. Planned improvements also provide greater connectivity within the city to and from the residential and employment areas. Key improvements like trail connections between the Town Center and East Sumner area and the MIC will allow for non-auto travel between the north and south portions of the city.

Figure 7. Sumner Future 2044 Housing and Existing Transit

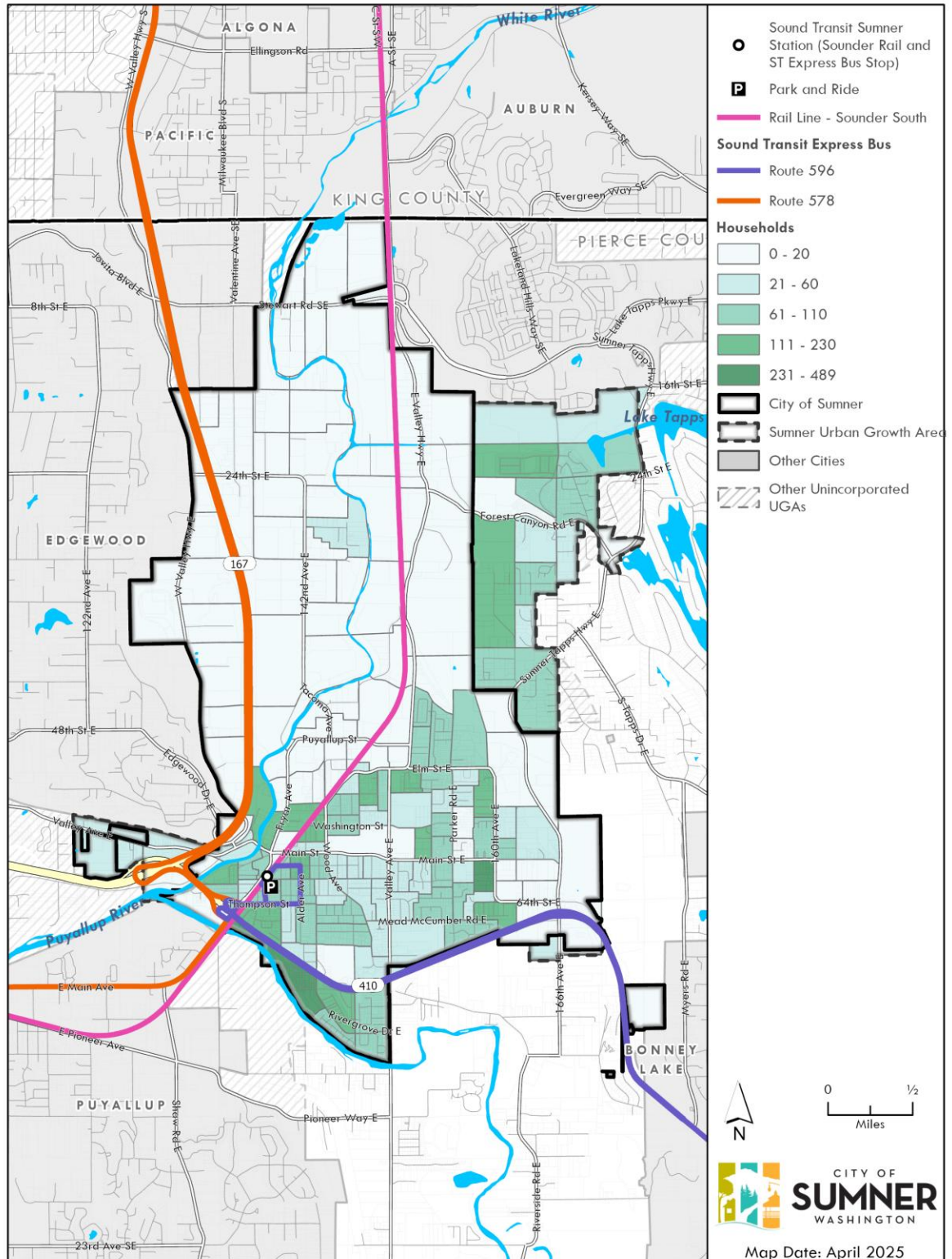


Figure 8. Sumner Future 2044 Housing and Planned Non-Motorized System

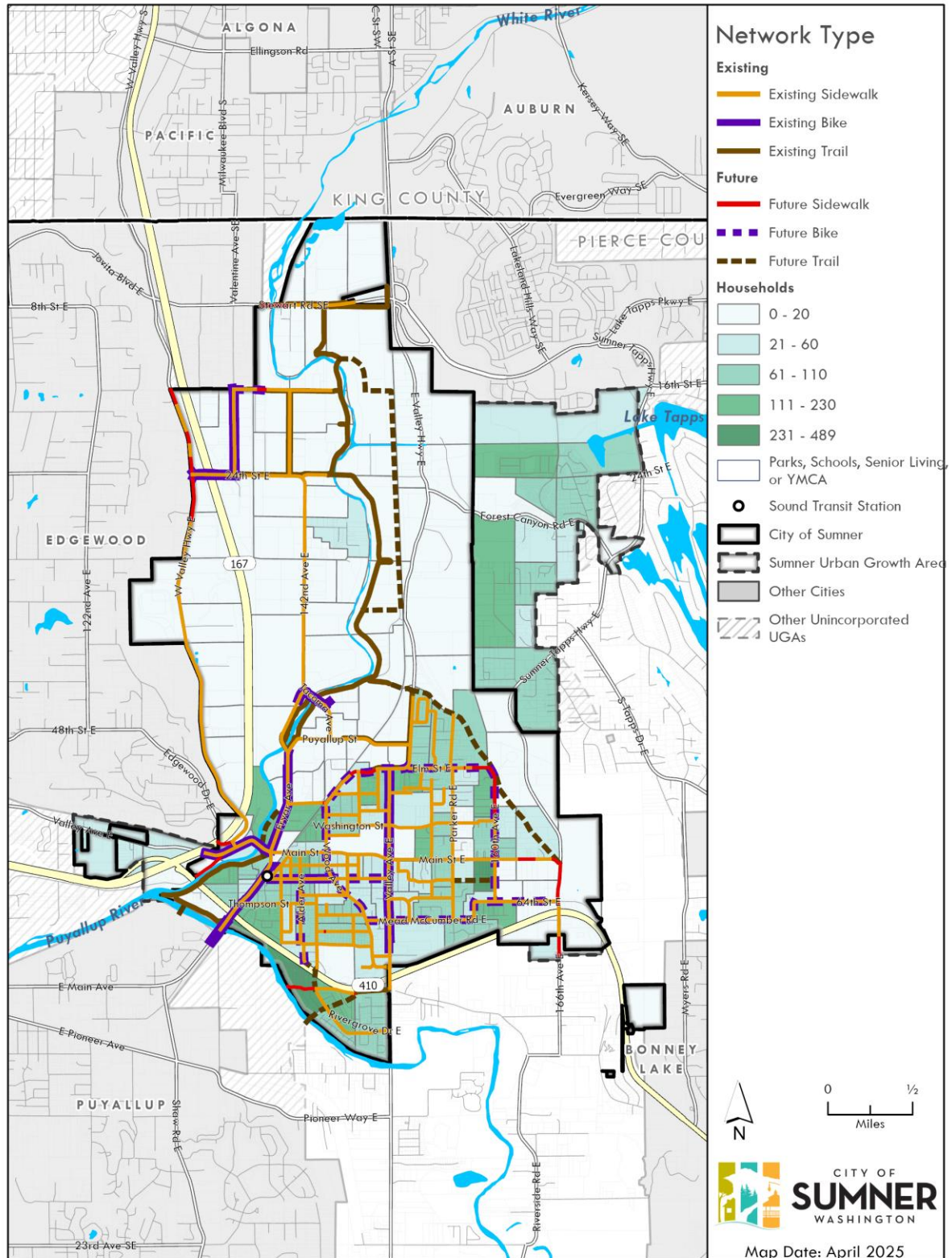


Figure 9. Sumner Future 2044 Housing and Planned Improvements

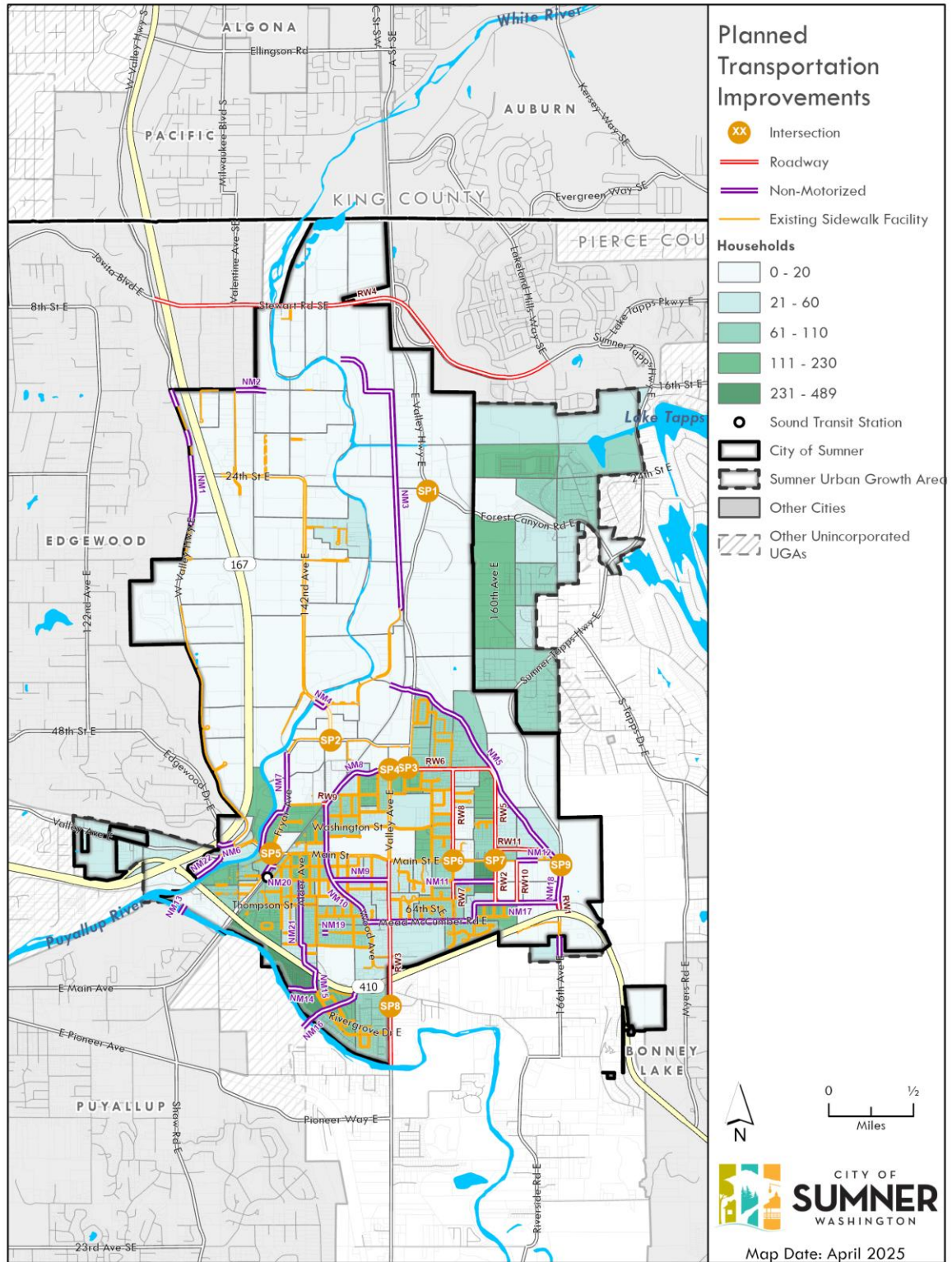


Figure 10. Sumner Future 2044 Jobs and Existing Transit

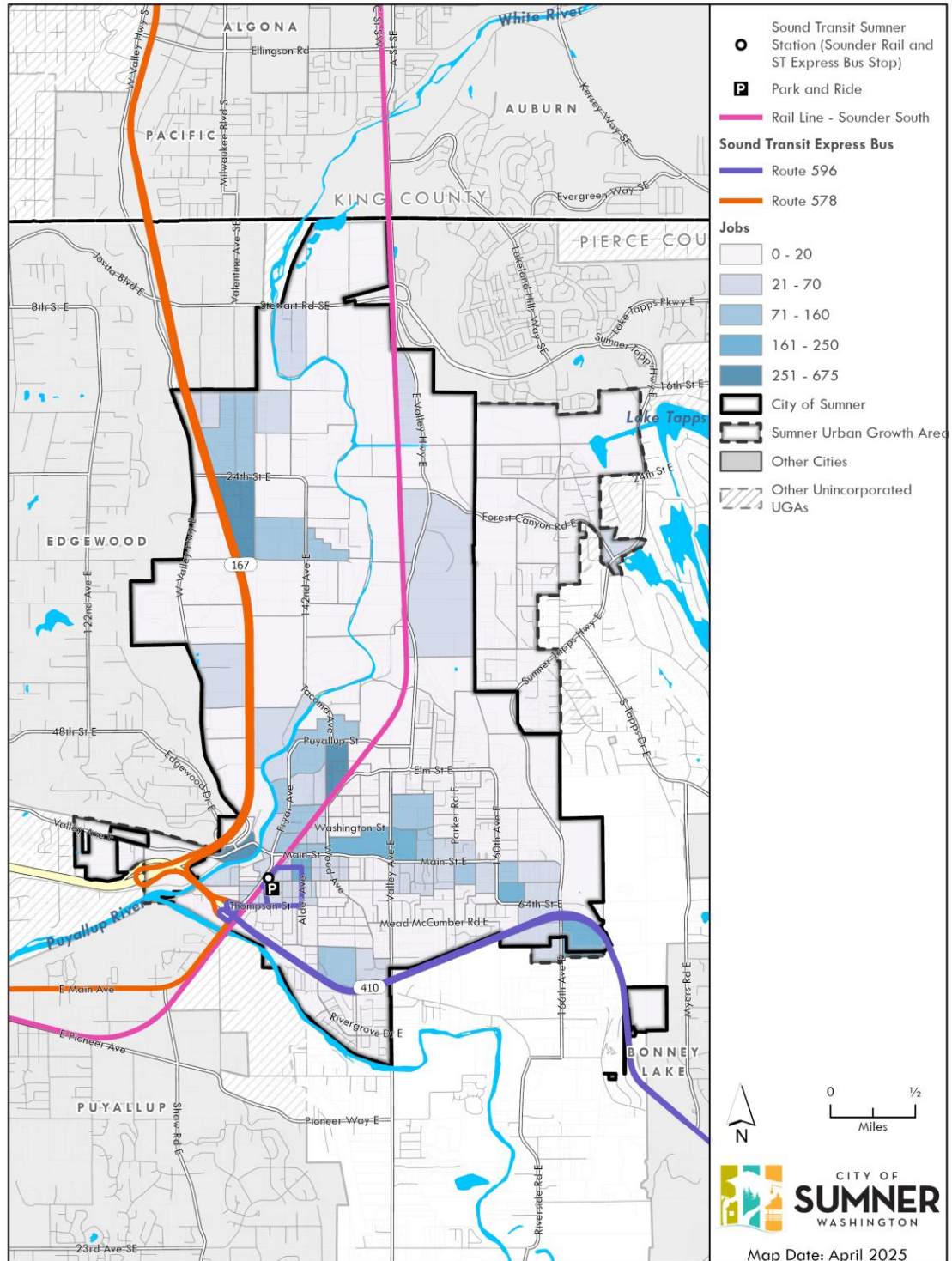


Figure 11. Sumner Future 2044 Jobs and Planned Non-Motorized System

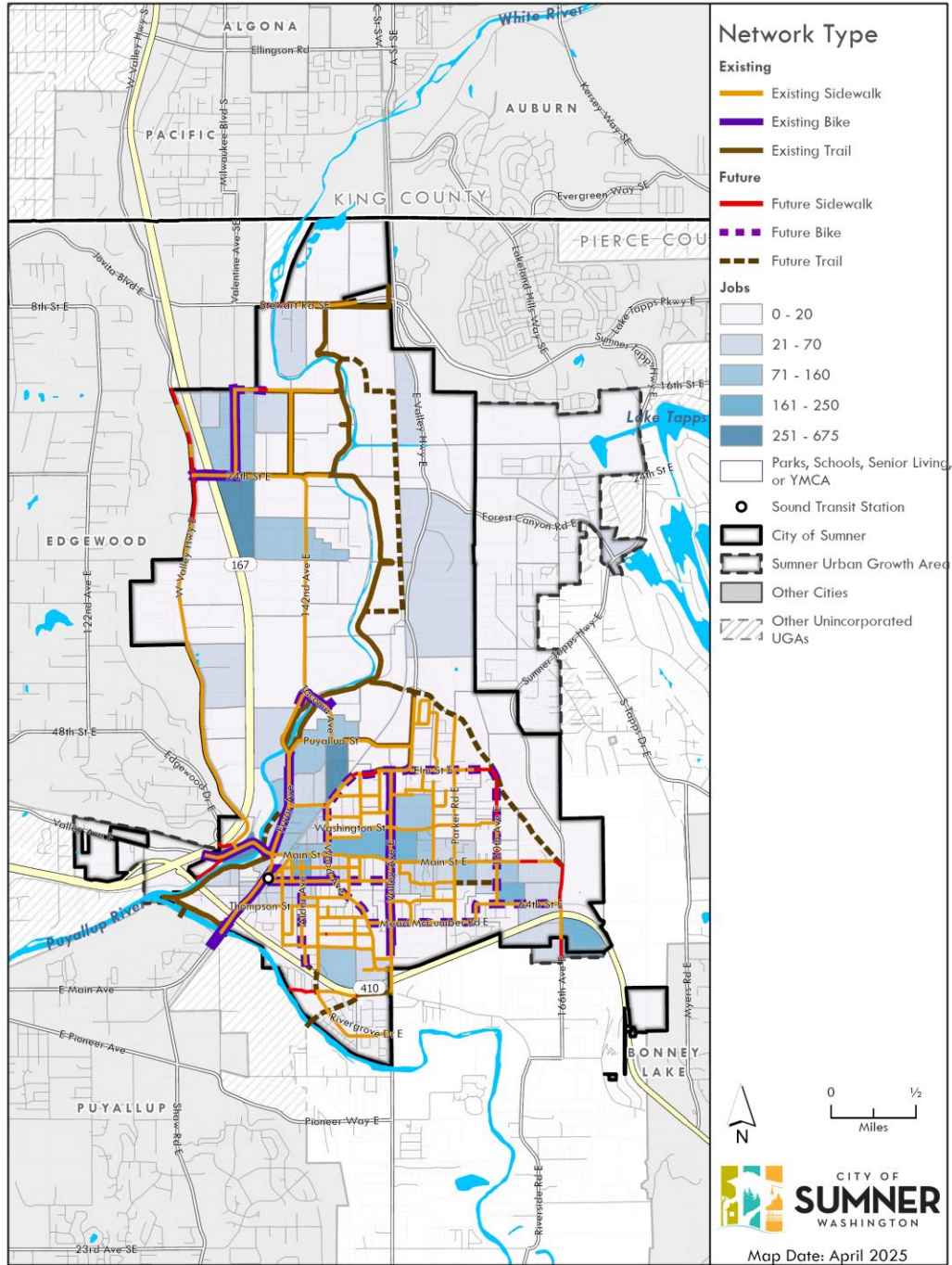
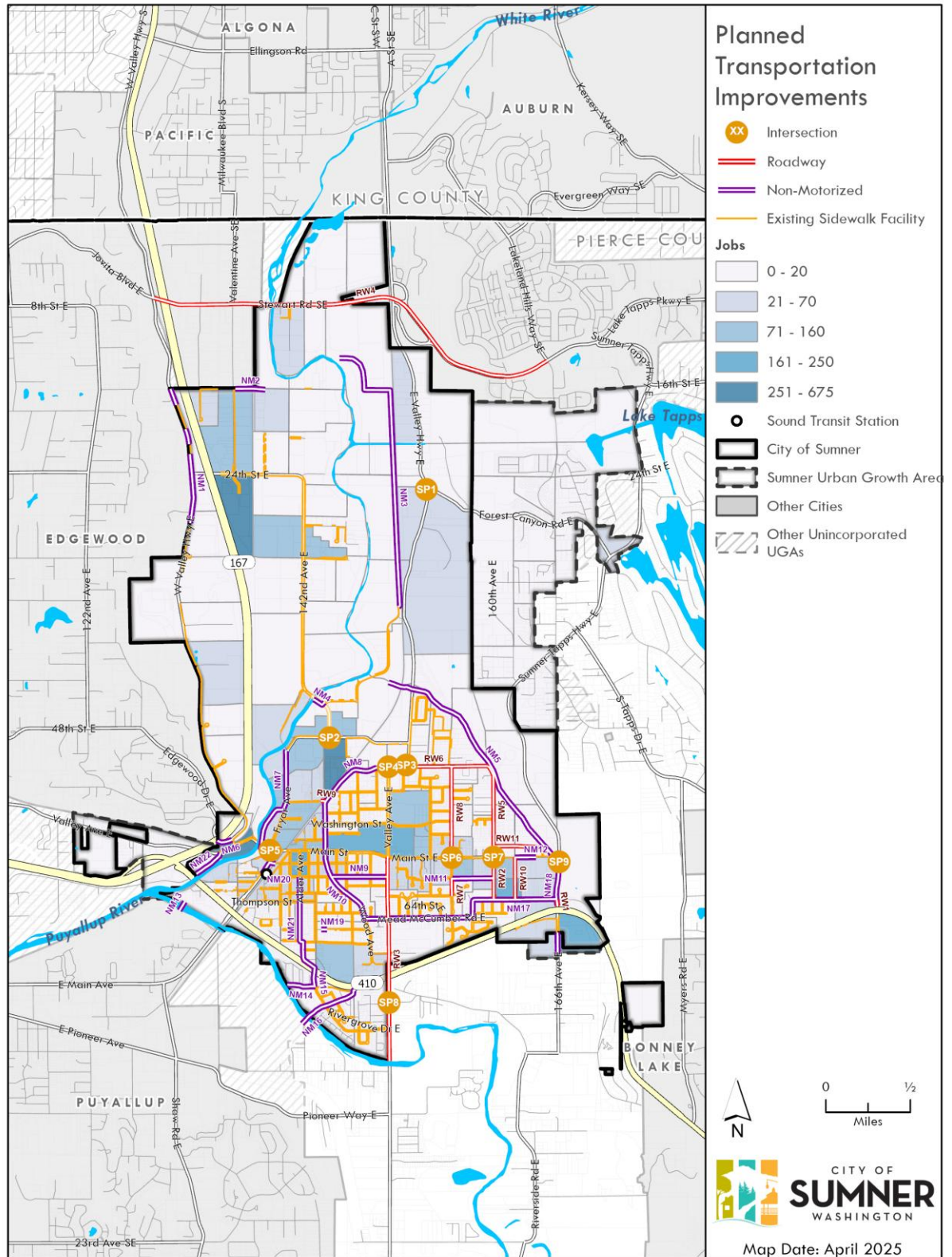


Figure 12. Sumner Future 2044 Jobs and Planned Improvements



Key Findings

The travel assessment key findings related to VMT reduction for the City of Sumner include:

- **High Drive Alone with Short Travel.** The Sumner travel demand model shows a 92% vehicle mode split and an 8% walk, bike, and other mode split. Almost 75% of the commuting trips by residents are drive alone and over 50% drive less than 25 minutes. Given these short commutes, there is an opportunity to provide transit service and improve non-motorized conditions within the city to reduce VMT.
- **Longer Commute Trips.** Over 20% of residents commute 45 minutes or more to work. Strategies that result in more job opportunities within the city will help reduce VMT.
- **Lack of Transit Service.** There is increased density anticipated near the Sounder Station where transit service is provided; however, there are many areas outside of walking distance from this station that will have growth. There is limited transit service to and from the Sounder Station and there is no service serving the city. There is an opportunity to reduce VMT for the city with transit service to key destinations within the city as well as to adjacent areas.
- **Non-Motorized Connections.** The existing non-motorized network has some gaps especially in the north portion of the city. It will be important to complete the planned non-motorized network adopted in the 2024 Comprehensive Plan to shift auto trips related to commuting as well as shopping and other types of trips to walking and/or biking.

Chapter 3. VMT Analysis

Vehicle miles traveled (VMT) is a transportation metric that calculates the total travel distance of all vehicles in a specific geographic area over a given period. VMT is a key metric in transportation planning because it provides a measure of total travel that can be used to understand changes over time or differences amongst areas.

The scope of the VMT analysis for Sumner is limited to on-road transportation sources that travel within the city. The base year for the VMT inventory is 2023 consistent with the City of Sumner 2024 Comprehensive Plan and travel demand model. The Washington Department of Commerce Climate Element Planning Guidance, December 2023 describes a base year of 2022; however, the City's transportation planning tools are based on 2023 data and use of these tools will allow for future tracking. The population growth for Sumner between 2022 and 2023 was less than 2 percent; therefore, it is anticipated that VMT for 2022 and 2023 would be similar. The future year 2035 and 2045 VMT is also determined to provide an understanding of potential VMT with current planning.

Method

Based on HB 1181, VMT is monitored on an annual per capita basis. The VMT analysis relies on the City of Sumner travel demand model that was developed as part of the 2024 Comprehensive Plan. The model has a base year of 2023 and a future year of 2044. The travel demand model is based on the number of households and jobs in the City of Sumner and is reflective of the population and jobs outlined in Table 1 of Chapter 1 of this study. The future 2044 model is assumed to be representative of 2045. The 2035 VMT is based on straight line interpolation between 2023 and 2044.

The City's travel demand model is used to determine PM peak hour VMT. Daily VMT is calculated by factoring the PM peak Hour VMT per National Cooperative Highway Research Program (NCHRP) 765, assuming 0.079 daily VMT in the PM peak hour for cars and 0.06 daily VMT in the PM peak hour for trucks. The annual VMT was then determined by multiplying daily VMT by 365 days per year, which is consistent with the ratio between daily and annual VMT based on the Washington State Department of Transportation (WSDOT) 2023 Highway Performance Monitoring System (HPMS) Miles and VMT by County, Owner, City for Sumner. It is noted that the WSDOT 2023 HPMS and VMT provides daily and annual VMT for the City of Sumner, but this data does not capture all VMT on the city streets and the use of the travel demand model captures all trips and allows forecasting of future VMT.

The measurement used by the State for assessing compliance is per capita VMT. HB 1181 says "*The calculation of this value [per capita VMT] excludes vehicle miles driven conveying freight.*"⁴ WSDOT's Vehicle Miles Traveled (VMT) Targets Final Report June 2023 recommends that heavy-duty (freight) vehicle VMT should be monitored, estimated, and forecast, but no per capita VMT reduction targets for these freight vehicles is required because this travel is non-discretionary and closely associated with economic activities. The Sumner travel demand model was used to determine separate VMT for cars or light trucks and then heavy trucks, which would be associated with freight. The summary of VMT also considers the industrial portion of the City located mostly north of Main Street, where most truck trips occur, versus the residential areas south of Main Street.

Sumner also has a significant amount of cut-through traffic that uses the city's street system due to congestion along State Route (SR) 167 and other regional routes. The analysis separates VMT associated with city trips that have an origin and/or destination in Sumner and non-city VMT related to trips that travel on the city facilities but have no origin or destination within the city. It is difficult for the city to control VMT that has no origin or destination in

⁴ HB 1181 Sec 14 item 32 page 38.

Sumner and is traveling through the city due to congestion on state-owned facilities that are outside of the city's control. The city participates in and supports WSDOT planning efforts to improve the surrounding regional network, which could reduce VMT unrelated to the city on the Sumner transportation network.

HB 1181 outlines that cities are to support reduction of per capita VMT. It also defines "*Per capita vehicle miles traveled*" means the number of miles traveled using cars and light trucks in a calendar year divided by the number of residents in Washington.⁵ The per capita VMT for the city is calculated as the number of miles traveled using cars and light trucks in a calendar year divided by the number of residents in Sumner.

Results

The VMT inventory using the method described above includes cars and light trucks (known as cars in this results summary) and trucks (heavy vehicles/freight vehicles).

Figure 13 illustrates the total annual VMT for the City of Sumner inclusive of cars and trucks. The data shows that approximately 30% of the VMT on city streets is associated with trips that are considered cut-through and not originating or traveling to a destination in Sumner.

Figure 13. Sumner Annual VMT City vs Non-City Trips

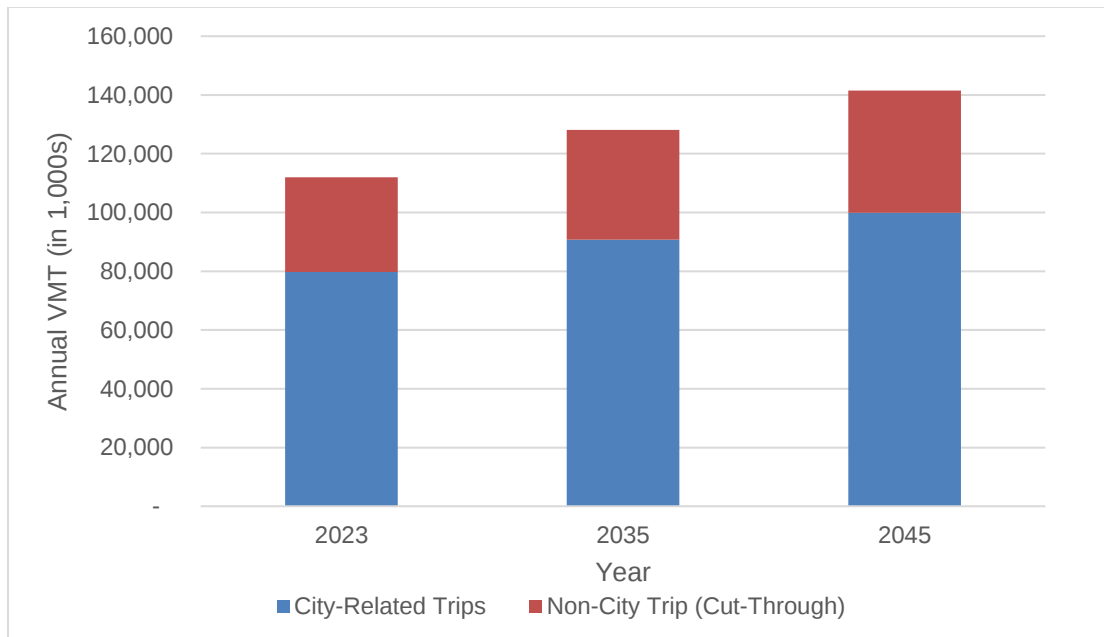


Table 2 summarizes the annual VMT for Sumner trips (cars and trucks) as well as the annual per capita VMT for cars. As described previously, per capita VMT for cars is what HB 1181 requires jurisdictions target for reduction. The future 2035 and 2045 results represent implementation of the City of Sumner land use plan as outlined in the 2024 Comprehensive Plan.

⁵ HB 1181 Sec 14 item 32 page 38.

Table 2. City of Sumner Annual VMT (in 1,000s)¹

Location	<u>Year 2023</u>		<u>Year 2035</u>		<u>Year 2045</u>	
	Car	Truck	Car	Truck	Car	Truck
Industrial Area	32,655	6,601	36,777	7,443	40,212	8,145
Non-Industrial Area	37,611	2,861	43,861	2,676	49,070	2,522
Total	70,267	9,462	80,639	10,119	89,282	10,667
per Capita VMT²	6.51		5.89		5.75	

Notes: VMT = vehicle miles traveled

1. VMT based on City of Sumner 2024 Comprehensive Plan travel demand model and represents city related trips (i.e., trips that begin and/or end in Sumner). Cut-through trips are not included in the VMT presented.

2. VMT per capita (in 1,000s) represents the VMT for cars divided by the residential population.

Table 2 shows that total VMT is anticipated to increase as the city grows; however, VMT per capita decreases due to increases in density in housing and jobs with the proposed land use plan. Truck VMT decreases in the non-industrial areas as Sumner grows due to deliveries becoming more efficient with increased density as well as trucks finding alternative routes avoiding congestion related to additional car travel in these areas. A per capita VMT reduction of 10% in 2035 compared to the baseline 2023 and 13% by 2045 compared to the baseline is shown. The reduction in VMT is related to the implementation of the proposed land use plan as part of the 2024 Comprehensive Plan, which would increase housing and jobs density.

Target

WSDOT's Vehicle Miles Traveled (VMT) Targets Final Report June 2023 recommends local per capita VMT targets be set at the regional scale by Regional Transportation Planning Organizations (RTPOs) based on what is feasible and likely to occur over the timeframe of long-range plans. Sumner is within the Puget Sound Regional Council (PSRC) and Pierce County. PSRC's Vision 2050 is the region's plan for sustainable growth, which requires a multi-county effort to curb emissions in a variety of sectors, including transportation. Sustainability 2030: Pierce County's Greenhouse Gas Reduction Plan aligns with PSRC's Vision 2050. Vision 2050 provides a regional roadmap for addressing climate change and outlines local measures on reducing VMT. Pierce County's reduction plan, on the other hand, establishes explicit objectives for curbing countywide emissions. Both these frameworks serve as guides for the city in formulating local climate change initiatives.

Based on WSDOT's recommendation, VMT targets for Sumner should consider the PSRC and Pierce County's goals. The PSRC Vision 2050 Planning Resources Climate Change and Resilience Guidance, December 2022, and Sustainability 2030: Pierce County's Greenhouse Gas Reduction Plan 2023 Update both outline a greenhouse gas (GHG) emission reduction target and no specific VMT target. The PSRC Regional Transportation Plan (RTP) 2022-2050, May 26, 2022, highlights that with implementation of the RTP a 19% reduction in per capita VMT is anticipated compared to 1990 levels. The Pierce County Comprehensive Plan, February 15, 2025, acknowledges that "the proposed Transportation Element does not reduce the per capita VMT on Pierce County roads between 2024 and 2044." The County's Comprehensive Plan proposes strategies to work towards reducing VMT including additional employment, transportation demand management (TDM) and addressing non-motorized facilities.

The Sumner VMT targets should also consider what is feasible and likely to occur over the timeframe of long-range plans. The VMT forecast using the travel demand model shows that the adopted 2024 Comprehensive Plan land use plan would decrease per capita VMT by 10% by 2035 and 13% by 2045 compared to the 2023 baseline. The VMT forecast does not include any changes in modes of travel related to improvements in multimodal transportation in the city, which could further reduce VMT per capita.

Considering the reduction goals of the region and the potential for non-auto travel based on Sumner goals and policies, the following per capita VMT target is proposed for the City of Sumner:

- Reduce per capita VMT by 10% by 2035 compared to baseline 2023 (excluding heavy vehicles)
- Reduce per capita VMT by 13% by 2045 compared to baseline 2023 (excluding heavy vehicles)

Chapter 4. Reduction Strategies

The reduction strategies are intended to reduce per capita VMT and are identified specifically for Sumner based on the travel market assessment and the intent of meeting the VMT target in Chapter 3. As described previously, the travel market assessment shows 74% of commuting trips for Sumner are drive alone and over 20% of travel to work is a more than 45-minute drive. The proposed non-motorized plan for the city serves areas of growth and will help reduce VMT. In addition, Sumner will need to coordinate with transit agencies to provide service within the community that results in a mode shift from predominately drive alone to a larger public transportation mode share to achieve VMT reduction.

The 2024 Comprehensive Plan adopted goals and policies related to the city's commitment to reduce VMT and overall greenhouse gas (GHG) emissions (where VMT contributes to GHG). Key goals and policies adopted by Sumner that highlight the commitment to reducing per capita VMT are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	7	Promote the movement of people and goods and lessen the reliance on the automobile.
Environment	9.3	Require proposed rezones that significantly increase vehicle miles traveled to conduct a greenhouse gas emissions analysis and to propose mitigation.
Transportation	10	Establish a transportation system with minimal environmental impact and energy consumption that provides for a high quality of life to be enjoyed by the residents.
	10.3	Support continuing efforts for improving air quality and reducing greenhouse gas emissions throughout the Sumner area and develop a transportation system compatible with the goals of the Federal and State clean air acts.
	10.6	Reduce greenhouse gases by expanding the use of conservation and alternative fuel sources and by reducing vehicle miles traveled by increasing alternatives to driving alone.

The adopted 2024 Comprehensive Plan also includes goals and policies related to strategies that contribute to per capita VMT reduction. The following sections outline VMT strategies for Sumner to achieve the VMT target. The adopted goals and policies that help Sumner achieve the reduction strategies are identified below, where applicable.

The VMT reduction strategies have been divided into two categories:

1. **Initial Strategies (Tier 1)** are recommended for implementation as part of climate planning for Sumner to meet VMT targets.
2. **Additional Reduction Strategies (Tier 2)** are potential programs, goals and policies that Sumner could consider in the future if VMT targets are not being met.

Initial Reduction Strategies – Tier 1

The following reduction strategies are recommended for implementation with Sumner's climate planning to achieve the VMT targets outlined in the previous chapter. These strategies are recommended as the Tier 1, initial priority. The description, potential effectiveness, timeframe for benefit, metric or measure for tracking progress, and goals and policies associated with the reduction strategy are summarized below. The timeframe for benefit is identified as short-term (1-4 years) or long-term (5 or more years). Short-term benefits typically depend on personal choice, have lower investment, and can be implemented in a quicker timeframe. Long-term benefits typically include considerable investment and may be implemented over many years. Appendix A provides a table summary of the reduction strategies and includes additional information on the responsible party and actions for implementation.

Increase Residential Density

Description: Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles.

Effectiveness: The 2024 Comprehensive Plan includes increased residential density for Sumner. The VMT analysis presented incorporates this land use planning and shows a potential for a 10% per capita VMT reduction by 2035 and a 13% per capita VMT reduction by 2045 compared to the 2023 baseline per capita VMT.

Timeframe of Benefit: Long-term benefit resulting in reduced VMT for residents where greater density will allow for the potential to live, work, shop and play in shorter travel distances.

Metric: Number of new residential/mixed-use projects.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city achieve increased residential density are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	3.5	Subject to a form-based code and design review, encourage infill residential development in the Town Center, such as “mixed use buildings” (multifamily units above ground-floor commercial), and “mixed use developments” (combination mixed use buildings and separate residential buildings on the same parcel), in order to allow for an active community core.
	3.9	Encourage more housing in the Town Center to strengthen downtown businesses, take advantage of the commuter train, offer a range of housing in the community, and provide an active, social character in the daytime and evenings.
	3.18	Development along Traffic Avenue should be in a range of 4-6 stories and be of a mid-rise urban style and provided for underbuilding parking.
Economic Development & Employment	1.17	Keep the momentum for Downtown revitalization through implementation of many economic development, infrastructure and housing initiatives identified in the “Projects and Actions” section in the Town Center Plan. Provide for strategies civic investment and an ongoing partnership with stakeholders to implement the various initiatives.”
	2.4	Plan for adequate residential and commercial land to support a substantial work force and reduce worker commute times and maintain good jobs to housing balance.
	6.5	Adopt incentives and actively seek out and recruit developers to construct more housing in and near Downtown to strengthen Downtown businesses that will in turn offer goods and services for residents.
	6.11	Promote and market the redevelopment potential of key downtown locations through partnering with property owners, developers, Sound Transit, and other key parties.
	6.13	Create 350-500 new housing units in the town center in close proximity to the train station and existing businesses.
	6.15	Encourage more mixed commercial/service/housing uses in the Town Center, along Traffic and Fryar Avenues. Discourage light industrial zoning in the Town Center in favor of mixed-use zoning unless there is an educational or artist component.
	6.19	Accommodate mixed use developments with commercial on the ground floor. Require that mixed use buildings within the Town Center and that have the potential for businesses on ground floor install ceiling heights and infrastructure for future conversion of residential to commercial spaces.
Land Use	1.2	Encourage infill development on vacant properties with existing public services and public utilities, and new development in areas with existing or planned public facilities.

Comprehensive Plan Element	Goal/ Policy No.	Description
	7.1.5	High Density: This designation (HDR) allows for higher density multi-family developments to allow for a broad range of housing choices in areas with existing and planned infrastructure, and to allow for infill development and the reduction of sprawl. Primary uses include multi-family housing of various types including townhouses, condominiums, apartments, etc. Secondary uses can include low and moderate density residential developments, adult family homes, day care, manufactured home parks and subdivisions, and assisted living facilities. New single-family uses are prohibited so as not to take up housing capacity in the high-density district, although existing single-family uses may remain. Through a planned residential development permit process, the base density in High Density Residential may be increased significantly for affordable senior housing. This designation should be applied where the following conditions exist: • The area has access to appropriate services (e.g., near commercial services and transit); • Where medium density residential or other moderate density use/mixed land use provides a buffer between low density and high density residential; • A repetition of building forms is avoided in the proposed development; • Design review will be required to ensure design appropriate to the neighborhood • character; Adequate public and community facilities exist to support the density.
	7.2.1	Urban Village: Urban villages are intended to be self-contained mixed use areas with a compact street grid and interconnected pedestrian corridors that promote walkability throughout the neighborhood. They are intended to support a mix of residential, commercial, and civic uses. An urban village in Sumner would be something like a “mini-downtown.” The urban village(s) will provide a focus for neighborhoods outside of the downtown area. Urban villages promote development that is pedestrian scale, transit-oriented and in harmony with the character of the community. Primary uses include retailing and commercial services, banks (with no drive through facilities), professional offices, bed-and-breakfasts, hotels, civic uses, multi-family dwellings of various types including duplexes, townhouses, condominiums, apartments, etc. Secondary uses can include single-family dwellings and accessory dwelling units in residential zones only, and other dwellings such as duplexes and townhomes. Other secondary uses include adult family homes, day care, public and private educational facilities, utilities subject to compatibility criteria, churches and religious institutions, convalescent care, and rest homes. Mixed uses, converted residential buildings, converted commercial buildings, and variable lot sizes are encouraged to ensure pedestrian orientation, visual interest, and historic character protection.
	7.5.4	Planned Mixed Use Development: The Planned Mixed Use Development (PMUD) overlay area requires a mix of commercial and residential development that will undergo extensive public process including design review, hearing examiner recommendation, and City Council approval. The PMUD offers greater flexibility to develop a mix of ground floor commercial, walkable neighborhoods, increased density as appropriate, adequate open space, complete street designs and opportunities for green and environmentally friendly development. The result is a development that fits the character of the surrounding neighborhood as a whole and is an asset to the community. A PMUD may have a mix of commercial, mixed use structures, and stand-alone multi-family residential in a variety of configurations from live/work units, residential over ground floor commercial, to townhouses, and cottages. Buffer areas can also be configured within a PMUD to minimize conflicts between uses such as large-lot single-family or, between more intense uses such as industrial, depending on the neighborhood.

Comprehensive Plan Element	Goal/ Policy No.	Description
	7.5.6	Town Center Plan Area: The Town Center Plan covers an area within approximately one-half mile radius of the Sumner commuter rail station. This is an area that is targeted for future residential and mixed use development that takes advantage of being near transit and amenities and conveniences in the downtown core. The increased population in the downtown would add to the market for an “everyday” downtown and further strengthen the economic vitality of Main Street. The Town Center Plan also envisions a mixed of uses along Main Street, Traffic and Fryar Avenues and Activity Nodes. The Town Center Plan area has greater increase in heights and residential densities than other areas of the city. The Town Center Plan Subarea is implemented through design standards, and a “form-based code.” The Town Center is also designated a “Countywide Growth Center.” A Form Based Code, adopted for the Town Center, contains design details on building forms and streetscapes. There are four districts within the Town Center Plan subarea: • Historic Central Business District (HCBD) • Station District (SD) • West Sumner District (WSD) • Riverfront District (RD)
Housing	3.2	Reduce reliance on automobiles by promoting higher density and infill developments that are located near major transportation links such as the Sumner Commuter Transit Station, and by supporting a network of transit stops connecting neighborhoods to the station.
Capital Facilities	4.5	Encourage infill development which takes advantage of existing public facility capacity.

Increase Job Density

Description: Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing job density results in shorter and fewer drive alone trips. The 2020 census data shows only 500 people live and work within Sumner.

Effectiveness: The 2024 Comprehensive Plan includes increased job density for Sumner. The VMT analysis presented incorporates this land use planning and shows a potential for a 10% per capita VMT reduction by 2035 and a 13% per capita VMT reduction by 2045 compared to the 2023 baseline per capita VMT.

Timeframe of Benefit: Long-term benefit resulting in reduced VMT for residents and employees where greater density will allow for the potential to live and work within the city.

Metric: Number of new commercial/industrial/employment projects.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city achieve increased job density are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	8	Promote the development of a Manufacturing/ Industrial Center and insure integration and compatibility of this area with adjacent neighborhoods and encourage pedestrian and transit connectivity and access.
Economic Development & Employment	1.17	Keep the momentum for Downtown revitalization through implementation of many economic development, infrastructure and housing initiatives identified in the “Projects and Actions” section in the Town Center Plan. Provide for strategies civic investment and an ongoing partnership with stakeholders to implement the various initiatives.”
	2.4	Plan for adequate residential and commercial land to support a substantial work force and reduce worker commute times and maintain good jobs to housing balance.
	4.3	Allow for home occupations within residential zones consistent with the residential character.

Comprehensive Plan Element	Goal/ Policy No.	Description
	4.5	Use land use and other regulatory controls to allow for a mix of small businesses, chain and franchises operations, light manufacturing, artisan shops, craft production, small research and development businesses, and other innovative and emerging trends. Promote "innovation districts" in appropriate locations.
	6.3	Promote a diversity of uses within the downtown, which support the activity base by providing employment, recreational, residential, and a variety of commercial activities.
	6.5	Adopt incentives and actively seek out and recruit developers to construct more housing in and near Downtown to strengthen Downtown businesses that will in turn offer goods and services for residents.
	6.9	Work with building owners to encourage viable uses on the second floors of existing buildings by exploring options in the building and fire codes.
	6.11	Promote and market the redevelopment potential of key downtown locations through partnering with property owners, developers, Sound Transit, and other key parties.
	6.14	Promote businesses that meet the daily needs of residents – markets, dry cleaners, laundromats, eateries, pharmacies, banks, pet stores, beauty salons/barbershops, etc.
	6.15	Encourage more mixed commercial/service/housing uses in the Town Center, along Traffic and Fryar Avenues. Discourage light industrial zoning in the Town Center in favor of mixed-use zoning unless there is an educational or artist component.
	6.18	Create a mixed economy Downtown that provides basic and specialty retail, services, destination attractions, hospitality, and entertainment uses.
	6.19	Accommodate mixed use developments with commercial on the ground floor. Require that mixed use buildings within the Town Center and that have the potential for businesses on ground floor install ceiling heights and infrastructure for future conversion of residential to commercial spaces.
Land Use	1.2	Encourage infill development on vacant properties with existing public services and public utilities, and new development in areas with existing or planned public facilities.
	7.3.1	Neighborhood Commercial: This designation is intended to provide for neighborhood centers that include convenient retailing, small offices, and other commercial activities principally oriented to adjacent residential areas and neighborhoods. Primary uses include convenience stores, eating and drinking establishments, personal service shops, day care, dry cleaners, laundromats, and others deemed to be neighborhood serving uses that serve primarily the immediate neighborhood, and are not auto-oriented uses. Secondary uses include public/quasi-public uses such as parks and other similar facilities as well as utilities subject to compatibility criteria. Higher density residential developments may also be allowed in the specified neighborhood commercial areas where integrated appropriately with the commercial uses and surrounding neighborhood.

Comprehensive Plan Element	Goal/ Policy No.	Description
	7.5.4	Planned Mixed Use Development: The Planned Mixed Use Development (PMUD) overlay area requires a mix of commercial and residential development that will undergo extensive public process including design review, hearing examiner recommendation, and City Council approval. The PMUD offers greater flexibility to develop a mix of ground floor commercial, walkable neighborhoods, increased density as appropriate, adequate open space, complete street designs and opportunities for green and environmentally friendly development. The result is a development that fits the character of the surrounding neighborhood as a whole and is an asset to the community. A PMUD may have a mix of commercial, mixed use structures, and stand-alone multi-family residential in a variety of configurations from live/work units, residential over ground floor commercial, to townhouses, and cottages. Buffer areas can also be configured within a PMUD to minimize conflicts between uses such as large-lot single-family or, between more intense uses such as industrial, depending on the neighborhood.
Capital Facilities	4.5	Encourage infill development which takes advantage of existing public facility capacity.

Promote Transit-Oriented Development (TOD)

Description: This measure would reduce project VMT in areas that have easy access to public transit, ideally in a location with a mix of uses, including housing, retail, offices, and community facilities. TOD site residents, employees, and visitors would have easy access to high-quality public transit, thereby encouraging transit ridership and reducing VMT.

Effectiveness: The 2024 Comprehensive Plan includes TOD for Sumner and there are also goals and policies related to working with agencies to provide transit service within the city. The VMT analysis presented incorporates this land use planning and shows a potential for a 10% per capita VMT reduction by 2035 and a 13% per capita VMT reduction by 2045 compared to the 2023 baseline per capita VMT. There is a potential that additional VMT reduction could be achieved depending on the transit service that is provided within Sumner.

Timeframe of Benefit: Long-term benefit resulting in reduced VMT for residents and employees where there is easy access to transit and a mix of uses.

Metric: Number of projects including TOD principles and/or percent of total new projects utilizing TOD principles.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city promote TOD are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	3.2	In cooperation with Pierce Transit and the Sound Transit, establish the Town Center area as the intra-community transit hub.
Economic Development & Employment	6.11	Promote and market the redevelopment potential of key downtown locations through partnering with property owners, developers, Sound Transit, and other key parties.
Land Use	4.1	Implement the Town Center Subarea Plan (TCP) and Form-Based Code, to support dense, mixed-use development and walkable neighborhoods near the transit center.

Comprehensive Plan Element	Goal/ Policy No.	Description
	7.1.5	High Density: This designation (HDR) allows for higher density multi-family developments to allow for a broad range of housing choices in areas with existing and planned infrastructure, and to allow for infill development and the reduction of sprawl. Primary uses include multi-family housing of various types including townhouses, condominiums, apartments, etc. Secondary uses can include low and moderate density residential developments, adult family homes, day care, manufactured home parks and subdivisions, and assisted living facilities. New single-family uses are prohibited so as not to take up housing capacity in the high-density district, although existing single-family uses may remain. Through a planned residential development permit process, the base density in High Density Residential may be increased significantly for affordable senior housing. This designation should be applied where the following conditions exist: • The area has access to appropriate services (e.g., near commercial services and transit); • Where medium density residential or other moderate density use/mixed land use provides a buffer between low density and high density residential; • A repetition of building forms is avoided in the proposed development; • Design review will be required to ensure design appropriate to the neighborhood character; • Adequate public and community facilities exist to support the density.
	7.5.6	Town Center Plan Area: The Town Center Plan covers an area within approximately one-half mile radius of the Sumner commuter rail station. This is an area that is targeted for future residential and mixed use development that takes advantage of being near transit and amenities and conveniences in the downtown core. The increased population in the downtown would add to the market for an “everyday” downtown and further strengthen the economic vitality of Main Street. The Town Center Plan also envisions a mixed of uses along Main Street, Traffic and Fryar Avenues and Activity Nodes. The Town Center Plan area has greater increase in heights and residential densities than other areas of the city. The Town Center Plan Subarea is implemented through design standards, and a “form-based code.” The Town Center is also designated a “Countywide Growth Center.” A Form Based Code, adopted for the Town Center, contains design details on building forms and streetscapes. There are four districts within the Town Center Plan subarea: • Historic Central Business District (HCBD) • Station District (SD) • West Sumner District (WSD) • Riverfront District (RD)
Housing	2.3	Encourage design elements in housing that support transit access, pedestrian connections, and universal access features for special needs populations, older adults, lower income, and residents with limited access to an automobile.
Transportation	7.9	Support the use of high-capacity transit and commuter train by the entire Sumner community. Encourage housing near the train station for households desiring transit availability, provide services and businesses that cater to residents and train commuters, and provide safe connections for pedestrian and bicycle commuters.
	8.7	Incentivize transit oriented and higher density land uses that encourage walking or biking near transit stations.

Integrate Affordable and Below Market Rate Housing

Description: This measure requires below market rate (BMR) housing. BMR housing provides greater opportunities for lower income families to live closer to job centers and achieve a jobs to housing balance near transit. It is also an important strategy to address the

limited availability of affordable housing that might force residents to live far away from jobs or school, requiring longer commutes.

Effectiveness: The 2024 Comprehensive Plan includes increased residential density and a mix of housing types for Sumner. The VMT analysis presented incorporates this land use planning and shows a potential for a 10% per capita VMT reduction by 2035 and a 13% per capita VMT reduction by 2045 compared to the 2023 baseline per capita VMT.

Timeframe of Benefit: Long-term benefit resulting in reduced VMT for residents and employees where more affordable housing will allow for living closer to jobs and basic needs.

Metric: Number of new affordable housing projects.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city integrate affordable housing are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Land Use	7.1.5	High Density: This designation (HDR) allows for higher density multi-family developments to allow for a broad range of housing choices in areas with existing and planned infrastructure, and to allow for infill development and the reduction of sprawl. Primary uses include multi-family housing of various types including townhouses, condominiums, apartments, etc. Secondary uses can include low and moderate density residential developments, adult family homes, day care, manufactured home parks and subdivisions, and assisted living facilities. New single-family uses are prohibited so as not to take up housing capacity in the high-density district, although existing single-family uses may remain. Through a planned residential development permit process, the base density in High Density Residential may be increased significantly for affordable senior housing. This designation should be applied where the following conditions exist: • The area has access to appropriate services (e.g., near commercial services and transit); • Where medium density residential or other moderate density use/mixed land use provides a buffer between low density and high density residential; • A repetition of building forms is avoided in the proposed development; • Design review will be required to ensure design appropriate to the neighborhood • character; Adequate public and community facilities exist to support the density.
Housing	2	Provide a range of housing types for all life stages and economic segments of the Sumner community.
	2.1	Promote the development of senior housing units in proximity to needed services.
	2.2	Provide incentives for developing senior housing such as permit fee waivers and reductions, parking requirement reductions, and multi-family tax exemptions.
	2.5.1	Through the Comprehensive Plan, Zoning Code, Subdivision code, Design Guidelines, and other regulations and standards, allow for a variety of housing types and lot configurations including government-assisted housing; housing for moderate, low, very low, and extremely low-income households; manufactured housing; multifamily housing; group homes; foster care facilities; emergency housing; emergency shelters; permanent supportive housing; and duplexes, triplexes, and townhomes.
	2.5.3	Allow for at least two dwelling units on all lots zoned predominantly for residential use.
	2.5.4	Provide flexibility for larger lots in low density residential districts to build triplexes and fourplexes.
	2.5.5	Allow for two accessory dwelling units per lot in low density, medium density, and high density residential districts.

	2.5.6	Support the development of accessory dwelling units by reducing regulatory obstacles and streamlining permit procedures such as providing pre-approved plan sets and reduced permit fees.
	2.8	Provide for a jobs and housing balance that satisfies the local need for housing and affordability.

Commute Trip Reduction and Transportation Demand Management Programs

Description: This measure involves implementing a commute trip reduction (CTR) and transportation demand management (TDM) program with employers. CTR programs discourage drive alone trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking.

Employers with 100 or more employees are already required to implement CTR programs. Most large employers already have transportation coordinators that promote transit, active transportation, and other demand-management strategies to employees. Sumner should encourage expansion this type of program elsewhere in the city to provide information about available transportation options and facilitate events that could show the community the options available to them — for example, walking school buses, ride-to-work month, etc.

Effectiveness: Studies have shown a 4% percent reduction in VMT from eligible employees⁶

Timeframe of Benefit: Short-term benefit resulting in employees using non-drive alone modes and reducing VMT.

Metric: Number of employers with CTR programs within the city and number of employers that allow flex schedules or telecommuting.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city encourage CTR and TDM programs are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Transportation	8.1	Encourage the use of high occupancy vehicles (HOV) programs – buses, carpools, and vanpools – through both private programs and under the direction of Pierce Transit and Sound Transit.
	8.2	Promote the use of transit, carpools, or vanpools.
	8.3	Promote reduced employee travel during the daily peak travel periods through flexible work schedules and programs for telecommuting or at an alternate work site closer to home.
	8.4	Encourage employers to provide TDM measures in the workplace through such programs as preferential parking for HOVs, transit pass subsidies, improved access for transit vehicles, and employee incentives for using HOVs.
	8.5	Implement the provisions of the State Commute Trip Reduction Act.
	8.6	Consider pricing programs as an option for reducing reliance on single-occupancy vehicle (SOV) travel.

⁶ Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity, California Air Pollution Control Officers Association (CAPCOA), December 2021.

Comprehensive Plan Element	Goal/ Policy No.	Description
	10.3.1	The City shall: • Support vehicle emissions reduction and cleaner burning fuels programs • Coordinate with Sound Transit and other jurisdictions on Commute Trip Reduction (CTR) programs for major employers in the Sumner planning area • Require air quality studies of new major developments likely to have significant impacts created by site-generated traffic • Promote other TDM Programs • Work with the private and other public sectors to introduce cleaner burning fuels for the existing motorized fleet, and vehicles powered by alternate fuel sources • Support and implement projects that promote cleaner burning and alternative fuels such as providing electric vehicle charging infrastructure.

Limit Residential Parking Supply

Description: This measure will reduce the total parking supply available at a residential project or site. Limiting the amount of parking available creates scarcity and adds additional time and inconvenience to trips made by private auto; therefore, disincentivizing driving as a mode of travel. Reducing the convenience of driving results in a shift to other modes and decreased VMT. Evidence of the effects of reduced parking supply is strongest for residential developments. This measure is not effective when there is unrestricted street parking or other off-site parking available nearby. Consideration also needs to be given to the availability of alternatives modes; therefore, the best areas to implement such policies are in the Town Center or where transit is accessible.

Effectiveness: Potential for a few percent reduction in VMT at sites that have limited residential parking supply because residents may not own a vehicle.

Timeframe of Benefit: Long-term depending on changes in parking code requirements and residential developments that limit parking supply as well as management of on-street parking.

Metric: Number of residential developments with reduced parking ratios.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city limit residential parking supply are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	3.13	Support alternative approaches to required parking for retail, eating and small commercial services establishments in the Town Center, such as reduced parking and credits for on-street and off-site parking, to encourage such businesses that are patronized by nearby residents.
	3.19	Every 5 years following adoption of the Town Center Plan conduct a study reviewing parking utilization and parking issues and make policy adjustments as needed.
	3.20	Ensure that adequate off-street parking is provided for multi-family development that is reflective of the transit-oriented nature of the Town Center Plan area without requiring expensive construction of parking that exceeds demand.
Economic Development & Employment⁶	6.2	Every 5 years, in conjunction with interested parties, examine the needs for downtown parking within the Town Center and develop methods for providing attractive, safe, accessible, effective, and well utilized parking. Modify and adjust on and off-street parking which serves retailers, other businesses, residents, and major employers downtown shall be implemented based on the 5-year parking study.

Comprehensive Plan Element	Goal/ Policy No.	Description
	6.2.1	Redesign and install new parking lot signs that are strategically placed throughout the downtown area. Ensure designation of short and long-term parking, and enforcement of parking limitations.
	6.2.3	Implement short-term, medium-term, and long-term parking strategies as indicated by the 5-year parking study.
	6.2.4	Encourage businesses conducive to shared parking, or uses that provide onsite, under-building parking.
	6.20	Reduce the parking requirement for multi-family developments within the Town Center to facilitate development that accommodates the transit rider, anticipates lower car ownership in this area because of transit, and changing trends and services related to transit and transportation such as on-demand services and autonomous vehicles.
	6.21	Within the Town Center allow for visitor parking for multi-family and portions of commercial parking to be counted toward parking capacity for such developments. Smaller retail, restaurants, and other desirable pedestrian oriented businesses should be allowed without an off-street parking requirement provided they agree to not protest the formation of a future local improvement district for the construction of public parking in the Town Center.
	6.22	Pursue creative solutions to accommodate parking for development through the creation of local improvement districts and other means.

Improve Street Connectivity

Description: This measure accounts for the VMT reduction achieved by a project that is designed with a higher density of vehicle intersections compared to the average intersection density in the U.S. Increased vehicle intersection density is a proxy for street connectivity improvements, which help to facilitate a greater number of shorter trips. While most of the Sumner street network is built out, as development occurs the city can continue to promote a gridded and interconnected multimodal network.

Effectiveness: The 2024 Comprehensive Plan includes a gridded street network within the Town Center and south Sumner areas. The VMT analysis presented incorporates this network and shows a potential for a 10% per capita VMT reduction by 2035 and a 13% per capita VMT reduction by 2045 compared to the 2023 baseline per capita VMT. There is a potential for additional reduction as specific development plans further create a denser street network.

Timeframe of Benefit: Long-term as the street network is built out

Metric: Completion of the street network and tracking achievement of the Transportation Improvement Program (TIP).

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city improve street connectivity are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	7.7	New development shall provide appropriate improvements and connections to the city street grid, as shown in adopted City policies, City street plans, and neighborhood circulation plans, in order to promote a connected street system that increases walkability and diffuses traffic.
	7.8	Enhance circulation in Downtown by implementing the Town Center Plan street prototypes and cross-sections.

Comprehensive Plan Element	Goal/ Policy No.	Description
Land Use	7.2.1	Urban Village: Urban villages are intended to be self-contained mixed use areas with a compact street grid and interconnected pedestrian corridors that promote walkability throughout the neighborhood. They are intended to support a mix of residential, commercial, and civic uses. An urban village in Sumner would be something like a “mini-downtown.” The urban village(s) will provide a focus for neighborhoods outside of the downtown area. Urban villages promote development that is pedestrian scale, transit-oriented and in harmony with the character of the community. Primary uses include retailing and commercial services, banks (with no drive through facilities), professional offices, bed-and-breakfasts, hotels, civic uses, multi-family dwellings of various types including duplexes, townhouses, condominiums, apartments, etc. Secondary uses can include single-family dwellings and accessory dwelling units in residential zones only, and other dwellings such as duplexes and townhomes. Other secondary uses include adult family homes, day care, public and private educational facilities, utilities subject to compatibility criteria, churches and religious institutions, convalescent care, and rest homes. Mixed uses, converted residential buildings, converted commercial buildings, and variable lot sizes are encouraged to ensure pedestrian orientation, visual interest, and historic character protection.
Transportation	3.2.1	Plan, design, and construct the improvements to provide continuity for vehicular and non-motorized transportation modes.
	4.7	Provide efficiencies in traffic circulation through a flexible, interconnected grid system that avoids the use of cul-de-sacs, dead-end streets, loops, and other designs that form barriers. Provide an interconnected system of sidewalks, trails and other nonmotorized corridors that encourage travel between neighborhoods and community centers. To achieve an interconnected transportation network, the City should: • Allow cul-de-sacs only where the natural or built environment would preclude a grid street system.; • Require new development to provide full or partial/half street improvements; • Seek to establish a maximum interval between local access streets in residential and pedestrian-oriented commercial areas of 500 feet; • Prohibit private roads and gated access drives in new subdivisions, multifamily and mixed-use developments, except where there is a demonstrated need. Support multimodal travel by encouraging streetscape that enhances the pedestrian and bicycle environment.
	4.8	Retain existing and identify, acquire, and preserve rights-of-way to implement the interconnected transportation system identified in the Transportation Plan.
	5.2	For the Town Center Plan Area, apply form-based code and street design standards in new and upgraded street improvement projects, to promote a pedestrian-friendly, bicycle-friendly, landscaped, active streetscape.
	5.2.1	Provide vehicular routes through the neighborhood to diffuse traffic, reduce congestion, and complete the street/sidewalk grid.

Create a safe, well-connected, and attractive pedestrian network

Description: This measure will increase the sidewalk and other pedestrian facility coverage to improve pedestrian access. Providing sidewalks and an enhanced pedestrian network encourages people to walk instead of drive.

Effectiveness: No specific quantification for the VMT reduction is available within research; however, a well-connected pedestrian network will encourage walking especially for shorter trips and result in reduced VMT on the street system.

Timeframe of Benefit: Long-term as the non-motorized and land use plans are built out

Metric: Achievement of adopted multimodal level of service (LOS) and tracking implementation of the non-motorized plan/adopted TIP.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city improve the pedestrian network are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	2.5	Through the use of form-based code, street and design standards promote pedestrian and bicycle friendly streets with trees and other amenities that enhance the streetscape
	2.5.1	Prioritize sidewalk improvements within neighborhood centers' walking distance, ensuring adequate and accessible sidewalks, ramps, and street crossings.
	2.5.2	Ensure that streetscape amenities, such as sidewalks and street trees, are equitably distributed amongst neighborhoods.
	2.6	Create unique and safe pedestrian crossings at major intersections through street and crosswalk design and incorporation of art.
	7.1	Streets should be designed to accommodate vehicles and emergency access, but not at the expense of pedestrians. Community streets, pedestrian paths, and bike paths should be provided to create a system of fully-connected and interesting routes to all destinations. Their design should encourage pedestrian and bicycle use and discourage high speed traffic. Street design should encourage pedestrian and bicycle use and discourage high speed traffic.
	7.2	All new development shall provide appropriate pedestrian connections that connect residential areas to nearby commercial areas, recreation areas, transit stops and community or civic centers that provide services.
	7.6	Pedestrian-friendly streets with shade trees as well as landscaped boulevard medians shall be included in street standards for industrial and commercial areas where practicable.
	8	Promote the development of a Manufacturing/ Industrial Center and insure integration and compatibility of this area with adjacent neighborhoods and encourage pedestrian and transit connectivity and access.
	8.1	Require development in the MIC to provide adequate screening, landscaping, and pedestrian amenities, and to employ good design principles to ensure an attractive, functional employment center.
Family and Human Services	5.6	Maintain a safe, attractive, interconnected sidewalk system to increase neighborhood walkability and connections to services.
Land Use	6.1	Promote land use planning that supports walkability, tree canopy, access to services that meet daily household needs, access to parks and open space, and access to healthy and culturally relevant foods.
Parks and Open Space	3.1.3	Complete Rivergrove Pedestrian Bridge to reconnect Rivergrove to amenities (TMP)
	3.1.4	Complete bridge over Puyallup River to connect Sumner/Rivergrove to regional system
	3.3.1	Activate alleys to balance pedestrian access from Main Street.
	3.3.2	Complete Rivergrove Pedestrian Bridge to reconnect Rivergrove to amenities (TIP)
Housing	2.3	Encourage design elements in housing that support transit access, pedestrian connections, and universal access features for special needs populations, older adults, lower income, and residents with limited access to an automobile.
Transportation	3.2.1	Plan, design, and construct the improvements to provide continuity for vehicular and non-motorized transportation modes.
	4.4	Plan for, design, construct, operate, and maintain an appropriate and integrated transportation system as outlined in its adopted Complete Streets Policy.

Comprehensive Plan Element	Goal/ Policy No.	Description
	4.7	Provide efficiencies in traffic circulation through a flexible, interconnected grid system that avoids the use of cul-de-sacs, dead-end streets, loops, and other designs that form barriers. Provide an interconnected system of sidewalks, trails and other nonmotorized corridors that encourage travel between neighborhoods and community centers. To achieve an interconnected transportation network, the City should: • Allow cul-de-sacs only where the natural or built environment would preclude a grid street system. • Require new development to provide full or partial/half street improvements; • Seek to establish a maximum interval between local access streets in residential and pedestrian-oriented commercial areas of 500 feet; • Prohibit private roads and gated access drives in new subdivisions, multifamily and mixed-use developments, except where there is a demonstrated need. • Support multimodal travel by encouraging streetscape that enhances the pedestrian and bicycle environment.
	5	Support implementation of the multimodal transportation system identified in adopted Sumner Subarea Plans.
	5.1	For the Town Center Plan Area, apply form-based code and street design standards in new and upgraded street improvement projects, to promote a pedestrian-friendly, bicycle-friendly, landscaped, active streetscape.
	5.2.3	Provide a non-vehicular network of sidewalks and pathways that supports alternate modes of travel and connects key amenities, such as the central wetlands and the YMCA, to residences and businesses
	6	Promote the design of multimodal transportation facilities that support local and regional growth centers by providing an interconnected system of pedestrian and bicycle facilities.
	6.1	Develop pedestrian and bicycle level of service guidelines to assess completion of the established pedestrian and bicycle network in the Sumner Transportation Plan.
	6.3	Ensure design standards for the transportation system facilitate and encourage access and circulation by pedestrians and bicyclists and provides connections to schools, parks, community facilities, transit, and commercial districts.
	6.4	Development proposals shall provide for convenient non-motorized connections where feasible, commensurate with the scale and occupancy of the development.
	6.5	Sidewalks will be provided on both sides of all City streets unless special circumstances, such as topography or environmental constraints, make it cost prohibitive.
	6.6	Prioritize sidewalks on one side of the street where no sidewalks exist, particularly along school routes.
	6.7	Construct a separate system of multi-purpose trails to serve transportation and recreation needs of the community. Connect the system with adjacent communities to facilitate regional connectivity. Implement the trail system and connections to the arterial, collector, and other pedestrian and bicycle facilities per the Sumner Parks and Trails Plan.
	6.8	Develop and maintain street cross-section designs that promote street trees, separated sidewalks, and wide sidewalks along commercial uses; and develop and maintain cross section designs for mid-block pedestrian and bike corridors that encourage non-auto circulation.
	7.5	Support construction of improved pedestrian and bicycle connections with local and regional transit service. Work to provide pedestrian safety improvements along arterials and bike lockers and facilities at transit connections.

Comprehensive Plan Element	Goal/ Policy No.	Description
	10.2	Ensure that transportation system improvements are compatible with adjacent land uses minimize potential conflicts, and create safe and adequate connections to adjacent land uses. The City shall: • Prevent new residential driveways from having direct access to arterials, unless no other options exist • Incorporate transit, pedestrian, and bicycle access to major developments • Provide landscaping and noise buffers along major roadways • Provide facilities for bicyclists and pedestrians to access transit Promote development site plans that encourage pedestrian travel

Create a safe, well-connected, and attractive bicycle network

Description: This measure will increase the length of a city bike network. A bicycle network is an interconnected system of bike lanes, bike paths, and bike routes. Providing bicycle infrastructure with markings and signage on appropriately sized roads with vehicle traffic traveling at safe speeds helps to improve biking conditions (e.g., safety and convenience). In addition, expanded bike networks can increase access to and from transit hubs, which expands the “catchment area” of the transit stop or station and increases ridership. This encourages a mode shift from vehicles to bicycles resulting in reduced VMT for the city and may also reduce maintenance and infrastructure cost for the street network because more bikes and less auto travel reduces the wear and tear on the street network.

Effectiveness: No specific quantification for the VMT reduction is available in the current research; however, there is potential for a couple of percent reduction in VMT depending on the connectivity of the network.

Timeframe of Benefit: Long-term as the non-motorized and land use plans are built out

Metric: Achievement of adopted multimodal level of service (LOS) and implementation of the non-motorized plan/adopted TIP.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city improve the bicycle network are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	2.5	Through the use of form-based code, street and design standards promote pedestrian and bicycle friendly streets with trees and other amenities that enhance the streetscape
	7.1	Streets should be designed to accommodate vehicles and emergency access, but not at the expense of pedestrians. Community streets, pedestrian paths, and bike paths should be provided to create a system of fully-connected and interesting routes to all destinations. Their design should encourage pedestrian and bicycle use and discourage high speed traffic. Street design should encourage pedestrian and bicycle use and discourage high speed traffic.
Parks and Open Space	3.1	Develop bike lanes to encourage non-vehicular transportation and links (TMP, Tourism Plan)
	3.1.1	Promote bike trails linking downtown and industrial area (Tourism Plan)
	3.1.3	Complete Rivergrove Pedestrian Bridge to reconnect Rivergrove to amenities (TMP)
	3.1.4	Complete bridge over Puyallup River to connect Sumner/Rivergrove to regional system

Comprehensive Plan Element	Goal/ Policy No.	Description
	3.1.5	Work with region to further connect and promote regional trail system
	3.3.2	Complete Rivergrove Pedestrian Bridge to reconnect Rivergrove to amenities (TIP)
Housing	2.3	Encourage design elements in housing that support transit access, pedestrian connections, and universal access features for special needs populations, older adults, lower income, and residents with limited access to an automobile.
Transportation	4.4	Plan for, design, construct, operate, and maintain an appropriate and integrated transportation system as outlined in its adopted Complete Streets Policy.
	4.7	Provide efficiencies in traffic circulation through a flexible, interconnected grid system that avoids the use of cul-de-sacs, dead-end streets, loops, and other designs that form barriers. Provide an interconnected system of sidewalks, trails and other nonmotorized corridors that encourage travel between neighborhoods and community centers. To achieve an interconnected transportation network, the City should: • Allow cul-de-sacs only where the natural or built environment would preclude a grid street system.; • Require new development to provide full or partial/half street improvements; • Seek to establish a maximum interval between local access streets in residential and pedestrian-oriented commercial areas of 500 feet; • Prohibit private roads and gated access drives in new subdivisions, multifamily and mixed-use developments, except where there is a demonstrated need. Support multimodal travel by encouraging streetscape that enhances the pedestrian and bicycle environment.
	5	Support implementation of the multimodal transportation system identified in adopted Sumner Subarea Plans.
	5.1	For the Town Center Plan Area, apply form-based code and street design standards in new and upgraded street improvement projects, to promote a pedestrian-friendly, bicycle-friendly, landscaped, active streetscape.
	5.2.3	Provide a non-vehicular network of sidewalks and pathways that supports alternate modes of travel and connects key amenities, such as the central wetlands and the YMCA, to residences and businesses
	6	Promote the design of multimodal transportation facilities that support local and regional growth centers by providing an interconnected system of pedestrian and bicycle facilities.
	6.1	Develop pedestrian and bicycle level of service guidelines to assess completion of the established pedestrian and bicycle network in the Sumner Transportation Plan.
	6.2	Maintain the Sumner Link Trail as a regional non-motorized corridor and prioritize projects that enhance the trail with neighborhood connections, trailheads, and amenities.
	6.3	Ensure design standards for the transportation system facilitate and encourage access and circulation by pedestrians and bicyclists and provides connections to schools, parks, community facilities, transit, and commercial districts.
	6.4	Development proposals shall provide for convenient non-motorized connections where feasible, commensurate with the scale and occupancy of the development.

Comprehensive Plan Element	Goal/ Policy No.	Description
	6.7	Construct a separate system of multi-purpose trails to serve transportation and recreation needs of the community. Connect the system with adjacent communities to facilitate regional connectivity. Implement the trail system and connections to the arterial, collector, and other pedestrian and bicycle facilities per the Sumner Parks and Trails Plan.
	6.8	Develop and maintain street cross-section designs that promote street trees, separated sidewalks, and wide sidewalks along commercial uses; and develop and maintain cross section designs for mid-block pedestrian and bike corridors that encourage non-auto circulation.
	7.5	Support construction of improved pedestrian and bicycle connections with local and regional transit service. Work to provide pedestrian safety improvements along arterials and bike lockers and facilities at transit connections.
	10.2	Ensure that transportation system improvements are compatible with adjacent land uses minimize potential conflicts, and create safe and adequate connections to adjacent land uses. The City shall: • Prevent new residential driveways from having direct access to arterials, unless no other options exist • Incorporate transit, pedestrian, and bicycle access to major developments • Provide landscaping and noise buffers along major roadways • Provide facilities for bicyclists and pedestrians to access transit Promote development site plans that encourage pedestrian travel

Dedicate Land for Bike Trails

Description: This measure requires dedicating land for the provision of off-street bicycle trails linking development sites/key destinations to designated bicycle commuting routes in accordance with the Sumner non-motorized plan. The adopted 2024 Non-Motorized Plan represents the community-identified needs related to trails.

Effectiveness: No specific quantification for the VMT reduction is available in current research; however, a well-connected bicycle network with both trails and other facilities will encourage biking for commuting and other trips and result in reduced VMT on the street system.

Timeframe of Benefit: Long-term as the non-motorized and land use plans are built out

Metric: Achievement of adopted multimodal level of service (LOS) and implementation of the non-motorized plan/adopted TIP.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city implement the trail system are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	7.9	Complete Sumner's segments of the nonmotorized regional trail system along the White and Puyallup Rivers, and support connections from all neighborhoods, downtown and employment centers to this regional trail.
Family and Human Services	5.4	Complete the Sumner trail system and look for areas to partner with others on additional recreational facilities.

Comprehensive Plan Element	Goal/ Policy No.	Description
Parks and Open Space	3.1.2	Promote bike trails linking downtown and industrial area (Tourism Plan)
	3.1.3	Complete Rivergrove Pedestrian Bridge to reconnect Rivergrove to amenities (TMP)
	3.1.4	Complete bridge over Puyallup River to connect Sumner/Rivergrove to regional system
	3.1.5	Complete bridge over Puyallup River to connect Sumner/Rivergrove to regional system
	3.3.2	Complete Rivergrove Pedestrian Bridge to reconnect Rivergrove to amenities (TIP)
Transportation	5.2.3	Provide a non-vehicular network of sidewalks and pathways that supports alternate modes of travel and connects key amenities, such as the central wetlands and the YMCA, to residences and businesses
	6.2	Maintain the Sumner Link Trail as a regional non-motorized corridor and prioritize projects that enhance the trail with neighborhood connections, trailheads, and amenities.

Extend Transit Network Coverage or Hours

Description: This measure will expand the local transit network by adding and/or modifying existing transit service or extending the operation hours to enhance the service in the city. Providing transit coverage as Sumner grows will be important to reducing reliance on auto. In addition, starting services earlier in the morning and/or extending services to late-night hours can accommodate the commuting times of alternative-shift workers.

Effectiveness: The travel assessment shows that only 2% of residents commute via public transit and that over 50% of commute trips are shorter travel times and distances. Transit service that serves destinations within the city as well as the surrounding areas will be critical to shifting commuting trips as well as other types of trips from autos. The amount of VMT reduction will depend on the level of service provided but it is anticipated that this strategy would reduce VMT by a couple of percent.

Timeframe of Benefit: Long-term since Sumner is not in the Pierce Transit service area and coordination will be needed with the transit agency and the community.

Metric: Transit service provided in the city.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help extend transit coverage within the city are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	2.3.2	Together with Pierce Transit and other agencies explore the feasibility of a transit system for Sumner that is cost effective and is based on a network of transit stops and transit linkages connecting the neighborhoods to each other and to the commuter rail stations.
	3.2	In cooperation with Pierce Transit and the Sound Transit, establish the Town Center area as the intra-community transit hub.
	3.2.2	Prioritize the establishment of a transit service along Main Street between East Sumner and the Town Center.
Family and Human Services	2.3.1	Work with Pierce Transit and Sound Transit to support programs for mass transit that is affordable, accessible, and safe.
Economic Development and Employment	2.5	In conjunction with transit providers, encourage an adequate transit system to serve the employment centers to allow connections to the transit centers within and outside the City and ensure transit access for those coming to work in the city.

Comprehensive Plan Element	Goal/ Policy No.	Description
	6.8	In conjunction with transit agencies, explore linking downtown with the other parts of the city with a community-based transit system, which compliments the special needs of downtown.
Housing	3.2	Reduce reliance on automobiles by promoting higher density and infill developments that are located near major transportation links such as the Sumner Commuter Transit Station, and by supporting a network of transit stops connecting neighborhoods to the station.
Transportation	3.3	Work with Sound Transit, Pierce Transit, and other transit providers to support and expand a multimodal transportation system by ensuring that the City's transportation plans and facilities are consistent with public transit plans and programs.
	5.2.2	Improve local and regional transit service to reduce vehicle traffic and connect residential and commercial areas.
	7	Reduce the need to expand the general capacity of arterials and collector streets in the city by developing and expanding an integrated system of public transportation options and strategies to provide mobility alternatives
	7.2	Continue working with transit providers to expand and enhance bus transit service and a regional park-and-ride system that serves regional destinations and neighborhoods and employment areas of Sumner.
	7.7	Support a shuttle or autonomous transit that would connect the Historic Downtown area with eastern areas of the city.
	7.9	Support the use of high-capacity transit and commuter train by the entire Sumner community. Encourage housing near the train station for households desiring transit availability, provide services and businesses that cater to residents and train commuters, and provide safe connections for pedestrian and bicycle commuters.

Implement Transit-Supportive Roadway Treatments

Description: This measure will implement transit-supportive treatments on the transit routes serving the city. Transit-supportive treatments incorporate a mix of roadway infrastructure improvements and/or traffic signal modifications to improve transit travel times and reliability. This results in a mode shift from auto to transit.

Effectiveness: The travel assessment shows that only 2% of residents commute via public transit and that over 50% of commute trips are shorter travel times and distances. Travel times on transit may be longer than auto; however, when people find transit reliable and convenient they will be more likely to use this mode. Use of transit in turn may also provide riders with cost savings related to vehicle ownership or paying for parking or even travel time savings depending on congestion and if there are treatments giving transit priority.

Timeframe of Benefit: Long-term since Sumner is not in the Pierce Transit service area and coordination will be needed with the transit agency and community.

Metric: Transit service provided with the city.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help implement transit-supportive roadway treatments in the city are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	2.3.3	In establishing transit stops and linkages, give priority to improvements located within walking distance of neighborhood centers and in neighborhoods most in need of transit options.
	3.2.1	Where feasible, create transit linkages from all neighborhoods in Sumner to the transit hub.

Comprehensive Plan Element	Goal/ Policy No.	Description
	7.2	All new development shall provide appropriate pedestrian connections that connect residential areas to nearby commercial areas, recreation areas, transit stops and community or civic centers that provide services.
Housing	2.3	Encourage design elements in housing that support transit access, pedestrian connections, and universal access features for special needs populations, older adults, lower income, and residents with limited access to an automobile.
Transportation	1	Provide an efficient and safe multimodal transportation system to improve mobility for all residents, employees, and visitors of Sumner while balancing Sumner's quality of life, needs related to growth, and supporting the economic vitality of the city consistent with the Regional Transportation Plan.
	1.1	Provide a multimodal transportation system that is compatible with State and regional growth plans, plans of adjacent jurisdictions, and with public transit providers.
	1.2	Support a range of travel modes: auto and truck vehicles, pedestrian, bicycle, and bus and rail transit.
	5	Support implementation of the multimodal transportation system identified in adopted Sumner Subarea Plans.

Locate Project in Area with High Destination Accessibility

Description: The measure requires development in an area with high accessibility to destinations. Destination accessibility is measured in terms of the number of jobs or other attractions (e.g., schools, supermarkets, and health care services) that are reachable within a given travel time or travel distance and tend to be highest at central locations and lowest at peripheral ones. When destinations are nearby, the travel time between them is less and the potential for people to walk and bike to those destinations increases. Development design should consider accessibility by people of all functional abilities and incorporate principles such as Universal Design to improve accessibility.

Effectiveness: The 2024 Comprehensive Plan includes development in more areas of Sumner with diverse land use. The VMT analysis presented incorporates this land use planning and shows a potential for a 10% per capita VMT reduction by 2035 and a 13% per capita VMT reduction by 2045 compared to the 2023 baseline per capita VMT.

Timeframe of Benefit: Long-term as the non-motorized and land use plans are built out

Metric: Progress towards implementing the Town Center and East Sumner Neighborhood Plans.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help the city create areas with high destination accessibility are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	2	The Sumner community should be designed so that housing, jobs, daily needs, and other activities are within easy walking distance of each other.
	2.1	Urban Villages. Establish and support Urban Villages in key areas that allow a mix of mix of residential and commercial uses that support each other and help reduce automobile trips. Area plans shall be prepared to indicate in more detail allowable uses, design themes, buffering, public spaces, etc.
	2.3.1	Encourage a mix of residential-scale civic, commercial, and service uses, and other community amenities to locate in neighborhood centers and within walking distance area. Small community parks or greens, or similar neighborhood gathering spaces, should be established where appropriate.
Family and Human Services	5.1	Promote and encourage the location of a grocery store in the Town Center.
	5.2	Remove barriers for the location of medical facilities in the community and promote other options for affordable medical care.

Improve Destination Accessibility in Underserved Areas

Description: This measure accounts for the VMT reduction that would be achieved by constructing job centers or other attractions (e.g., schools, supermarkets, and health care services) for residents in underserved areas. When destinations are nearby, the travel time between them is less, thus increasing the potential for people to walk and bike to those destinations, reducing VMT and associated GHG emissions. As an implementation consideration, developments should consider accessibility by people of all functional abilities and incorporate design principles such as Universal Design.

Effectiveness: The 2024 Comprehensive Plan includes land use strategies to provide urban centers, neighborhood centers and basic needs in underserved areas to reduce travel times and distances to destinations. The VMT analysis presented incorporates this land use planning and shows a potential for a 10% per capita VMT reduction by 2035 and a 13% per capita VMT reduction by 2045 compared to the 2023 baseline per capita VMT.

Timeframe of Benefit: Long-term benefit resulting in reduced VMT for residents and employees with more destinations nearby.

Metric: Number of projects within urban and neighborhood centers and/or basic need type projects like grocery, health care, etc.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help improve destination accessibility in underserved areas are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Family and Human Services	1.1.6	Accessibility. Support local programs that are affordable, physically accessible, and help meet the needs of communities affected by poverty, exclusion and discrimination, and other historically underserved communities.
	2.3	Consistent with the City's Transportation Element, provide access to adequate and affordable transportation.
	2.3.1	Work with Pierce Transit and Sound Transit to support programs for mass transit that is affordable, accessible, and safe.
Transportation	9	Consider the impacts of transportation on underserved populations and provide transportation in an equitable manner.
	9.1	Prioritize improvements that will improve multimodal transportation in underserved neighborhoods.
	9.3	Ensure mobility for all residents within the UGA, by providing an accessible and affordable transportation system and encouraging public and private transportation operators to meet the needs of such persons. The City shall ensure that its transportation system meets the requirements in the Americans with Disabilities Act (ADA), apply design standards responding to the diverse community needs and improve existing City transportation facilities to meet these needs.

Provide Traffic Calming Measures

Description: This measure requires projects to include pedestrian/bicycle safety and traffic calming measures. Roadways should also be designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips with traffic calming features. Traffic calming features may include marked crosswalks, countdown signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, roundabouts or mini-circles, on-street parking, planter strips with street trees, chicanes/chokers, and others. Providing traffic calming measures encourages people to walk or bike instead of using a vehicle because it creates a more comfortable environment for these modes.

Effectiveness: No specific quantification for the VMT reduction is available within research; however, providing environments where people feel safe and comfortable walking and biking will encourage more travel by these modes especially for shorter trips.

Timeframe of Benefit: Long-term as the non-motorized and land use plans are built out.

Metric: Monitor implementation of traffic calming measures.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help in providing traffic calming measures are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Transportation	4.11.3	Continue to review and implement traffic control and pedestrian safety improvements in residential areas. The City will define and prioritize locations for improvements based on: - Traffic engineering studies - Traffic speeds - Safety and crash data, and police department observations - Input from the community

Install Park-and-Ride Lots

Description: This measure requires providing park-and-ride lots near transit stops and high occupancy vehicle lanes. Park-and-ride lots help facilitate car- and vanpooling as well as public transit use (where available). Parking lots can also incorporate dedicated electric vehicle parking spots and/or charging infrastructure to help with GHG reduction. The city has already implemented this strategy through partnership with Sound Transit with the Sounder garage and there are opportunities for other park-and-ride lots at key locations in the city.

Effectiveness: No specific quantification for the VMT reduction is available within research; however, providing park-and-ride opportunities helps reduce drive alone trips.

Timeframe of Benefit: Long-term as park-and-ride lots should be coordinated with the transit agencies

Metric: Number of park-and-ride lots in Sumner.

The key goals and policies included in the adopted 2024 Comprehensive Plan that will help to install park-and-ride lots are summarized below.

Comprehensive Plan Element	Goal/ Policy No.	Description
Community Character	7.4	Work with Sound Transit, Pierce Transit, and other providers to explore ways to reduce through-traffic in Sumner, such as additional park and ride sites outside of Sumner and shuttle services.
Transportation	7.2	Continue working with transit providers to expand and enhance bus transit service and a regional park-and-ride system that serves regional destinations and neighborhoods and employment areas of Sumner.

Additional Reduction Strategies

The initial reduction strategies outlined are intended to achieve the VMT target; however, Sumner should monitor VMT achievement and refine or consider new strategies if the target is not achieved or strategies become infeasible. Another strategy the city could consider is described below. Transportation is evolving and there may be new strategies proven to reduce VMT as the city implements their climate action plans over the next 20 years. During monitoring of the VMT target, the city should also periodically conduct a review to identify any new reduction strategies.

Implement Market Price Public Parking (On-Street)

This measure would charge for on-street parking, with a focus on parking near downtown, employment centers, and retail centers. Increasing the cost of parking increases the total cost

of driving to a location, incentivizing shifts to other modes and thus decreasing total VMT to and from the priced areas. Implementing parking pricing would require the city to develop a parking program and provide enforcement for on-street parking. There would be a cost to the city in administering a paid on-street parking program.

Implementation and Next Steps

The VMT reduction strategies will be incorporated into the overall reduction plan for VMT and GHG and eventual development of the Sumner Climate and Resilience Element. The city already adopted goals and policies in the 2024 Comprehensive Plan to help reduce per capita VMT.

The city should monitor progress towards the VMT target at least every 5 years. If there are changes in data sources or methods, those changes should be documented and discussed to distinguish how much of the change in figures is attributable to data sources rather than behavior change.

In addition, metrics for tracking progress for each reduction strategy individually have been outlined in the previous sections. The metrics allow the city to track progress over time and determine if goals and policies are being attained. The metrics also provide concrete data that can be used to identify which strategies are working and which are not, enabling the City of Sumner to make informed decisions about where to focus its efforts.

Appendix A: Reduction Strategies Summary

Appendix A: Summary of Reduction Strategies

Strategy	Description	Responsible Party	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Tier 1: Initial Reduction Strategies					
Increase Residential Density	Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles.	Development Services	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of new residential/mixed-use projects
Increase Job Density	Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing job density results in shorter and fewer drive alone trips.	Development Services	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of new commercial/industrial/employment projects
Provide Transit-Oriented Development	This measure would reduce project VMT in areas that have easy access to public transit, ideally in a location with a mix of uses, including housing, retail, offices, and community facilities. TOD site residents, employees, and visitors would have easy access to high-quality public transit, thereby encouraging transit ridership and reducing VMT.	Community Development	Work to incentivize/ encourage development near the Sounder Station and implement the goals and policies of the Comprehensive Plan and Subarea Plans.	Long-Term	Number of projects including TOD principles and/or percent of total new projects utilizing TOD principles
Integrate Affordable and Below Market Rate Housing	This measure requires below market rate (BMR) housing. BMR housing provides greater opportunities for lower income families to live closer to job centers and achieve a jobs to housing balance near transit. It is also an important strategy to address the limited availability of affordable housing that might force residents to live far away from jobs or school, requiring longer commutes.	Community Development	Work with developers to prioritize integrating affordable and BMR housing with project proposals.	Long-Term	Number of new affordable housing projects
Implement Commute Trip Reduction and Demand Management Programs	This measure involves implementing a commute trip reduction (CTR) and transportation demand management (TDM) program with employers. CTR programs discourage drive alone trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking.	Community Development	Ensure businesses are meeting CTR requirements and encourage those that do not have requirements to consider implementing CRT strategies.	Short-Term	Number of employers with CTR programs within the city and number of employers that allow flex schedules or telecommuting
Limit Residential Parking Supply	This measure will reduce the total parking supply available at a residential project or site. Limiting the amount of parking available creates scarcity and adds additional time and inconvenience to trips made by private auto; therefore, disincentivizing driving as a mode of travel. Reducing the convenience of driving results in a shift to other modes and decreased VMT. Evidence of the effects of reduced parking supply is strongest for residential developments. This measure is not effective where there is unrestricted street parking or other offsite parking available.	Community Development	Work with developers to reduce parking supply with residential projects and consider management strategies for on-street parking.	Long-Term	Number of residential developments with reduced parking ratios

Appendix A: Summary of Reduction Strategies

Strategy	Description	Responsible Party	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Improve Street Connectivity	This measure accounts for the VMT reduction achieved by a project that is designed with a higher density of vehicle intersections compared to the average intersection density in the U.S. Increased vehicle intersection density is a proxy for street connectivity improvements, which help to facilitate a greater number of shorter trips.	Public Works	Ensure street improvements are consistent with the adopted Transportation Improvement Program.	Long-Term	Developer required improvements consistent with Sumner's gridded street network and tracking achievement of the Transportation Improvement Program (TIP)
Provide Pedestrian Network Improvements	This measure will increase the sidewalk and other pedestrian facility coverage to improve pedestrian access. Providing sidewalks and an enhanced pedestrian network encourages people to walk instead of drive.	Public Works & Parks	Require frontage and multimodal connectivity improvements consistent with the adopted non-motorized plan.	Long-Term	Achievement of adopted multimodal level of service (LOS) and tracking implementation of the non-motorized plan/adopted TIP
Expand Bike Network	This measure will increase the length of a city bike network. A bicycle network is an interconnected system of bike lanes, bike paths, and bike routes. Providing bicycle infrastructure with markings and signage on appropriately sized roads with vehicle traffic traveling at safe speeds helps to improve biking conditions (e.g., safety and convenience). In addition, expanded bike networks can increase access to and from transit hubs, which expands the "catchment area" of the transit stop or station and increases ridership. This encourages a mode shift from vehicles to bicycles resulting in reduced VMT for the city and may also reduce maintenance and infrastructure cost for the street network because more bikes and less auto travel reduces the wear and tear on the street network.	Public Works & Parks	Implement the adopted non-motorized and Park plans.	Long-Term	Achievement of adopted multimodal level of service (LOS) and implementation of the non-motorized plan/adopted TIP
Dedicate Land for Bike Trails	This measure requires projects to provide for, contribute to, or dedicate land for the provision of off-site bicycle trails linking the project to designated bicycle commuting routes in accordance with an adopted citywide or countywide bikeway plan. Existing desire paths can make good locations, as it represents a community-identified transportation need.	Public Works & Parks	Implement the adopted non-motorized and Park plans. Require frontage and multimodal connectivity improvements consistent with the adopted non-motorized plan.	Long-Term	Achievement of adopted multimodal level of service (LOS) and implementation of the non-motorized plan/adopted TIP

Appendix A: Summary of Reduction Strategies

Strategy	Description	Responsible Party	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Extend Transit Network Coverage or Hours	This measure will expand the local transit network by either adding or modifying existing transit service or extending the operation hours to enhance the service near the project site. Starting services earlier in the morning and/or extending services to late-night hours can accommodate the commuting times of alternative-shift workers. This will encourage the use of transit and therefore reduce VMT and associated GHG emissions.	City and Transit Agency Partnership	Engage with Pierce Transit on long-range transit plan and steps to become part of transit district. Explore other small-scale transit programs. Develop an action plan for the city to become part of the transit district or implement other transit options.	Long-Term	Transit service provided in the city
Improve Transit Access, Safety, and Comfort	This measure requires improving transit access and safety through sidewalk/crosswalk safety enhancements, bus shelter improvements, improved lighting, and other features. Work with the community to determine barriers to use, most desired improvements, and other access challenges.	Public Works	Consider transit needs and improvements as part of implementing the Transportation Improvement Program and non-motorized plan.	Long-Term	Transit service provided with the city and bus stops are accessible and designed with safety in comfort in mind.
Implement Transit-Supportive Roadway Treatments	This measure will implement transit-supportive treatments on the transit routes serving the plan/community. Transit-supportive treatments incorporate a mix of roadway infrastructure improvements and/or traffic signal modifications to improve transit travel times and reliability. This results in a mode shift from single occupancy vehicles to transit, which reduces VMT.	Public Works	Consider transit needs and improvements as part of implement the Transportation Improvement Program. Work with transit agency on potential route locations.	Long-Term	Transit service provided in the city
Locate Project in Area with High Destination Accessibility	The measure requires development in an area with high accessibility to destinations. Destination accessibility is measured in terms of the number of jobs or other attractions (e.g., schools, supermarkets, and health care services) that are reachable within a given travel time or travel distance, and tends to be highest at central locations and lowest at peripheral ones. When destinations are nearby, the travel time between them is less, thus increasing the potential for people to walk and bike to those destinations and, therefore, reducing the vehicle miles traveled (VMT) As an implementation consideration, projects should consider accessibility by people of all functional abilities and incorporate design principles such as Universal Design.	Community Development	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan. Ensure ADA accessible design is considered in permitted projects.	Long-Term	Progress towards implementing the Town Center and East Sumner Neighborhood Plans

Appendix A: Summary of Reduction Strategies

Strategy	Description	Responsible Party	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Improve Destination Accessibility in Underserved Areas	This measure accounts for the VMT reduction that would be achieved by constructing job centers or other attractions (e.g., schools, supermarkets, and health care services) for residents in underserved areas (e.g., food deserts). When destinations are nearby, the travel time between them is less, thus increasing the potential for people to walk and bike to those destinations, reducing VMT and associated GHG emissions. As an implementation consideration, projects should consider accessibility by people of all functional abilities and incorporate design principles such as Universal Design	Community Development	Work to permit projects that meet the land use goals and policies of the adopted Comprehensive Plan.	Long-Term	Number of projects within urban and neighborhood centers and/or basic need type projects like grocery, health care, etc.
Provide Traffic Calming Measures	This measure requires projects to include pedestrian/bicycle safety and traffic calming measures above jurisdictional requirements. Roadways should also be designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips with traffic calming features. Traffic calming features may include marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, roundabouts or mini-circles, on-street parking, planter strips with street trees, chicanes/chokers, and others. Providing traffic calming measures encourages people to walk or bike instead of using a vehicle. This mode shift will result in a decrease in vehicle miles traveled.	Development Services	Consider requiring traffic calming measures where appropriate as part of project development.	Long-Term	Monitor implementation of traffic calming measures
Install Park-and-Ride Lots	This measure requires projects install park-and-ride lots near transit stops and high occupancy vehicle lanes. Park-and-ride lots also facilitate car- and vanpooling. Parking lots can also incorporate cool pavements, tree canopy, or solar photovoltaic shade canopies to reduce the urban heat island effect as well as evaporative emissions from parked vehicles and dedicated electric vehicle parking spots and/or charging infrastructure.	City and Transit Agency Partnership	Work to identify potential park and ride locations. Coordinate with transit agency on potential locations. When implementing park and ride projects ensure vehicle charging infrastructure is provided.	Long-Term	Number of park-and-ride lots in Sumner

Appendix A: Summary of Reduction Strategies

Strategy	Description	Responsible Party	Action for Implementation	Timeframe of Benefit ¹	Metric ²
Tier 2: Additional Reduction Strategies					
Implement Market Price Public Parking (On-Street)	This measure will price on-street parking, with a focus on parking near downtown, employment centers, and retail centers. Increasing the cost of parking increases the total cost of driving to a location, incentivizing shifts to other modes and thus decreasing total VMT to and from the priced areas.	Planning & Public Works	Conduct a parking study to evaluate pricing strategy and management needs.	Long-Term, because no current program.	Parking availability where pricing is implemented.

1. The timeframe for benefit is identified as short-term (1-4 years) or long-term (5 or more years). Short-term benefits typically depend on personal choice, have lower investment, and can be implemented in a quicker timeframe. Long-term benefits typically include considerable investment and may be implemented over many years.

2. Metrics are identified to help measure progress towards implementing strategy.

Appendix B

GHG Reduction Strategies Memorandum

DATE: April 29, 2025
TO: City of Sumner
FROM: Beth Miller, PhD
SUBJECT: GHG Reduction Strategies
PROJECT NAME: 2025 Sumner Comprehensive Plan Update – Climate Planning

GHG Reduction Strategies

The rapid rise in global greenhouse gas concentrations has set in motion vast and possibly catastrophic changes to the earth's climate, ecosystems, and societies. To avoid the worst consequences of climate change, the State of Washington is committed to decreasing the State's overall emissions to zero by 2050, this is in accordance with the best, most recent scientific targets set out by the International Panel on Climate Change.

To this end, the State has mandated changes to the state's energy and transportation sectors that will substantially bring down emissions, but success in these reductions relies on actions by every community and business in the state. The City of Sumner, in accordance with state requirements, is addressing its own emissions and supporting the state's actions with the following strategies.

GHG Reduction Strategies Overview--Buildings

Energy for buildings comes primarily from electricity and natural gas. The Clean Energy Transformation Act requires all electrical utilities in Washington to provide 100% renewable electricity by 2045¹. In contrast, natural gas is likely to remain carbon intensive, even as investment in alternatives like Renewable Natural Gas and Hydrogen increases². Therefore, there are three major ways to decrease building emissions:

1. Convert from natural gas to electricity wherever financially possible.
2. Support the electrical grid in conversion to renewables.
3. Increase energy efficiency.

Strategy 1: Convert from natural gas to heat pumps

In residential buildings, natural gas is primarily used to heat air and water, with a small amount for cooking and other purposes (such as decorative fireplaces)³. In commercial buildings, it is also used primarily for air and water heat, but more heavily for cooking and other commercial heating

¹ EIA estimates that solar and offshore wind generation are currently less expensive than natural gas: https://www.eia.gov/outlooks/aeo/electricity_generation/pdf/AEO2023_LCOE_report.pdf

² No estimates show RNG availability at more than 16% of demand in Washington. Northwest Power Plan: https://www.nwcouncil.org/2021powerplan_renewable-natural-gas/#:~:text=The%20estimates%20of%20RNG%20supply%20from%20anaerobic,replacement%20percentag,e%20of%20just%20under%2010%20percent.

³ From EIA: <https://www.eia.gov/consumption/residential/>



applications (such as commercial ovens and other applications that require high heat)⁴. For industrial users, natural gas is primarily used in processes that require high heat, such as kilning timber or roasting coffee⁵. For HVAC and low-temperature water heating (ex. laundry or bathing), heat pump technology is readily available and cost-effective, especially when implemented when the system is already due for replacement. Heat pumps move heat instead of creating it, using roughly 1/4 of the energy per unit of heat as natural gas⁶. Converting air and water heating from natural gas to heat pumps provides substantial GHG reductions (which will only become greater as the electricity grid decarbonizes), increases climate resilience because heat pumps also provide cooling in the summer, and decreases energy usage overall.

This action can take place at the residential and commercial levels and the City of Sumner can decrease its own emissions and buffer itself against future energy cost increases by converting those buildings under its own control at the normal point of replacement.

Strategy 2: Install solar panels where possible

Although solar energy at the utility scale is increasingly cost effective, communities can decrease their own costs and increase their own resilience by installing rooftop solar. Project Sunroof⁷ estimates 354,000 MWh of solar capacity on rooftops in Sumner. In comparison, Sumner consumed roughly 59,000 MWhs of electricity in 2022, less than 20% of estimated solar potential. The City can assist residents in adding solar through incentives, streamlining permitting, and education. The City of Sumner can also lower its emissions and decrease its energy costs by installing cost effective solar on public buildings.

GHG Reduction Strategies Overview—Transportation

Emissions from transportation can be reduced in two main ways:

1. Decrease VMT
2. Switch to lower emissions fuels for the remaining vehicles.

The VMT reduction plan already comprehensively covers actions that the City can take to reduce VMT. Therefore, these strategies will focus on reducing emissions from the remaining vehicle miles.

Strategy 1: Electrify vehicles wherever possible

Over the course of their lifetimes, electric vehicles emit a fraction of the GHGs that gasoline and diesel vehicles do. Even given the increased manufacturing emissions for an electric vehicle, it only takes a few thousand miles for an electric vehicle to be a better choice. The State of Washington, through its Zero Emission Vehicles Standard, is restricting the sale of vehicles with internal combustion engines through 2035 when all new light duty vehicles must be all electric. This shift is going to require supporting infrastructure to be successful, much as gas stations are located on street corners across the country to support gas cars. While most people, especially those in single family homes with off-street parking, will charge primarily at home, residents of multifamily housing or people traveling long distances will need additional infrastructure to enable them to switch away from gas vehicles.

⁴ From EIA: <https://www.eia.gov/consumption/commercial/>

⁵ From EIA: <https://www.eia.gov/consumption/manufacturing/>

⁶ International Energy Agency: <https://www.iea.org/reports/the-future-of-heat-pumps/executive-summary>

⁷ Google's Project Sunroof: <https://sunroof.withgoogle.com/data-explorer/place/ChIJBOAM6nxVkJQFgEN-s9BTgVY/>

The City of Sumner can support this by installing chargers at destinations where people may stay for a relatively long period of time (such as workplaces and shopping destinations) and by helping existing multifamily housing complexes to increase their EV charging infrastructure. Existing multifamily housing is a particularly good place to focus action because EV adoption by multifamily residents lags behind single family residents⁸ and because the updated building codes require EV infrastructure in new multifamily buildings.

The City of Sumner can lead by example by converting its fleet to electric wherever possible and cost effective, focusing on vehicles with the most mileage. The City can also lead by example by installing level 3 chargers in public destinations and level 2 chargers in its workplace lots according to state regulations.

Strategy 2: Use low carbon fuels

Some vehicle types are harder to electrify than others. For very heavy-duty vehicles and some other specialty vehicles, there may not yet be affordable or feasible electric options. For these vehicles and while the fleet is electrifying, there are renewable fuel options. Renewable diesel (R99) is chemically equivalent to fossil diesel and can be used as a “drop in fuel” in nearly all engines that run on conventional diesel. This product is different from biodiesel, which must be blended (usually 5%, B5) with fossil diesel to avoid engine damage.

While R99 has not been previously widely available in Washington, it is in common use in California and Oregon. Because the new Cap and Invest program in Washington is subsidizing the market, the supply of R99 in Washington is expected to increase substantially, especially once planned refineries in the Pacific Northwest come online.

The City can directly ask its fuel suppliers to provide R99 and provide education to local fuel distributors to do the same.

GHG Reduction Strategies Overview—Food and Goods

Other sources of GHG emissions constitute about 10% of local emissions in 2022 and about 16% of remaining emissions in 2050. Waste emissions, especially, are unaddressed by any state-wide actions and are one area where residents of Sumner can take individual action. In addition to these local emissions, imported emissions from the production of food and goods consumed within the City are roughly equivalent in scale to local emissions. Strategies that encourage decreased consumption and waste avoidance decrease emissions from both waste and production of food and goods.

Strategy 1: Decrease Consumption and Waste

In 2019, the State of Washington determined that it produced 1.2 million tons of food waste every year, 35% of which was edible⁹. Globally, the United Nations estimates that about 1/3 of all food generated for human consumption is wasted.¹⁰ Not only does that mean money, land, water, and emissions put toward food that is never consumed, but it also means increased organic matter in our

⁸ Plug in America, “The Expanding EV Market: Observations in a year of growth”, 2022
<https://pluginamerica.org/wp-content/uploads/2022/03/2022-PIA-Survey-Report.pdf>

⁹ Washington Department of Ecology: <https://ecology.wa.gov/waste-toxics/reducing-recycling-waste/organics-and-food-waste/sustainable-food-center/use-food-well-washington-plan>

¹⁰ The Food and Agriculture Organization of the United Nations: <https://www.fao.org/food-systems/en/>

landfills which generates methane, a potent greenhouse gas. Decreasing food waste saves money, increases food security and decreases emissions. The State of Washington has a goal of decreasing food waste by 50% compared to the 2019 baseline by 2030. The City of Sumner should support the state with educational programs about food storage and meal planning as well as programs to divert food waste that is still good for human consumption.

Strategy 2: Increase Recycling and Composting

Emissions associated with the waste stream are small in comparison to the emissions associated with producing the goods that comprise the waste in the first place. The primary greenhouse gas benefits of recycling come from displacing the use of new raw materials in the manufacturing process. Every item of plastic that is recycled represents new petroleum that is not processed into virgin plastic. The cleaner and higher quality the recycling stream is, the more likely it is to be purchased by a manufacturer and displace the use of virgin material. The City of Sumner can support local recycling efforts and help with education surrounding recycling procedures. Glass recycling is currently not included in the County's single stream program. The County has drop-off sites that will accept glass for recycling, but residents must transport the material there on their own. The City could increase glass recycling with an educational program to let people know where to go.

Food waste, when composted and applied to the land in place of chemical fertilizer represents a removal of methane-emitting material from the landfill and a decrease in emissions intensive fertilizer manufacturing. If this composting happens in a contained, anaerobic digestion facility it can also produce biomethane, which can be used to offset fossil natural gas. The City can support composting programs and support anaerobic digestion programs or projects that would process the city's waste.

Looking Ahead

These strategies are not projected to bring down emissions sufficiently to reach the net zero by 2050 goal. There are large sources of emissions that are difficult to address. Diesel and industrial natural gas are two prime examples. For diesel, renewable fuel sources will provide a bridge until battery or other zero emissions technologies become sufficient for all the current diesel uses. For industrial heat, it is sometimes difficult or impossible to produce enough heat fast enough with electricity for some industrial processes. Renewable natural gas or hydrogen are good solutions for this problem, but the supplies of renewable natural gas and renewable hydrogen are limited. By shifting building water and air heating away from natural gas, the supply of renewable natural gas can be preserved for uses where it is critical.

By addressing the sources of emissions where there are cost-effective, technologically achievable solutions, the City of Sumner takes important action to avert the worst effects of climate change. As new technologies and solutions become available, Sumner will continue to update their strategies, to ultimately achieve zero by 2050.

SUBJECT: Main Street Crossings - Design Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$189,500

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract w/ Scope & Fee
-

STAFF CONTACT: Gursimran Singh, Engineering Specialist

SUMMARY BACKGROUND:

The Project includes crossing upgrades at the following six intersections with Main Street: Alder Ave, Ryan Ave, Bonney Ave, Lewis Ave, Parker Rd E, and 162nd Ave E. The work consists of preparing engineering design, cultural resource assessment and environmental NEPA permitting, upgrading existing crossings as applicable: curb extensions, ADA compliant curb ramps, sidewalk extensions, solar powered RRFBs, signage, and stop bars.

Three Statement of Qualifications were received on March 5, 2025 for this project. Transpo Group was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$189,500 was negotiated for the design of the project.

The cost for this design effort is covered by the Transportation Improvement Board Complete Street grant that was accepted via Resolution No. 1707 on December 9, 2024.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/3/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Transpo group, in an amount not-to-exceed \$189,500 for the Main St Crossings project, (CIP 24-09), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

Transpo Group USA, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Transpo Group USA, Inc., organized under the laws of the State of Washington, located and doing business at 12131 113th Ave NE #203, Kirkland, WA 98034, 425-896-5247 (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 – Main St Crossings (CIP 24-09). 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, 2026.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$189,500.00 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: Tuan Ngyuyen, P.E. Transpo Group USA, Inc. 12131 113th Ave NE, #203 Kirkland, WA 98034 425-896-5247	NOTICES TO BE SENT TO: CITY OF SUMNER: Gursimran Singh, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5712 gursimrans@sumnerwa.gov

Exhibit A—Scope of Work

Client Name:	City of Sumner	
Project Name:	Main St Crossings	
Exhibit Dated:	May 14, 2025	TG: 1.25063.00

Scope of Services

Transpo Group USA, Inc. (Consultant) will provide engineering services to the City of Sumner (City) for the design of crosswalk improvements, including new rectangular rapid flashing beacons (RRFBs), curb ramps, sidewalks, restoration of pavement markings, signing, and stormwater drainage in the City of Sumner, Washington.

PACE Engineers will be a subconsultant to Transpo Group USA, Inc. for the project, providing topographical survey and storm drainage design support services, as needed. Willamette Cultural Resources Associates, LTD will be a subconsultant to Transpo Group USA, Inc. for the project, providing cultural resources, as needed.

The Consultant work program is organized into the following tasks:

- Task 1. Project Management
- Task 2. Design Support Services
- Task 3. Preliminary (30% and 85%) Design Services
- Task 4. Final (100%) Design Plans, Specifications, and Estimates (PS&E)
- Task 5. Bid and Award Support
- Task 6. Construction Phase Services (Optional)

Project Definition

The Consultant has developed the scope of work with the assumption that the specific project elements identified in the RFQ are the basis of design at the six (6) crossing locations. The following describes the key project components.

Main Street at Alder Avenue

Project Elements: Construct a new curb extension on the southwest and southeast corners of the intersection, including replacement of the existing curb ramps. The existing 3-way stop control will be maintained at the intersection. New stop signs for the east and west directions will be relocated within the proposed curb extensions. Solar powered edge light perimeter stop signs may be implemented at the intersection. One (1) storm drain inlet will need to be relocated on the southwest corner. Existing pavement markings will be refreshed.

Assumptions:

- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing all-way stop control will remain. No further evaluation for RRFB or signal warrant will be conducted.
- The existing curb ramps on the northwest and northeast corners of the intersection are ADA-compliant and do not require replacement.
- The existing decorative street lighting will remain and no upgrade or analysis is required.



Main Street at Ryan Avenue (Location 1, West)

Project Elements: Construct a new curb extension on the northeast and southeast corners of the intersection, including replacement of the existing curb ramps. The existing curb ramp on the northwest corner of the intersection will be upgraded to meet ADA requirements. Install two (2) new curbside RRFBs for the east and west direction on Main St. Existing pavement and curb markings will be refreshed. The existing stop control on Ryan Ave will remain.

Assumptions:

- The RRFB will be solar powered.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing decorative street lighting will remain and no upgrade or analysis is required.
- Existing street tree on the south side of Main St to remain. Trimming for visibility of the RRFB may be recommended.

Main Street at Ryan Avenue (Location 2, East)

Project Elements: Construct a new curb extension on the northeast and southeast corners of the intersection, including replacement of the existing curb ramps. The existing curb ramp on the southwest corner of the intersection will be upgraded to meet ADA requirements. Install two (2) new curbside RRFBs for the east and west directions on Main St. Existing pavement and curb markings will be refreshed. The existing Stop sign on Ryan Ave to remain. Two (2) storm drain inlets on the northeast and southeast corners to be relocated and associated storm drain lines will be adjusted based on the relocated inlet locations.

Assumptions:

- The RRFB will be solar powered.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing storm drain inlet on the southwest corner of the intersection to remain as-is.
- The existing decorative street lighting will remain and no upgrade or analysis is required.
- Existing street tree on the south side of Main St to remain. Trimming for visibility of the RRFB may be recommended.
- The existing fire hydrant on the north side of Main St to remain.

Main Street at Bonney Avenue

Project Elements: Demolition and removal of existing temporary HMA curb extensions at intersection. Construct a new curb extension on the north side of Main St and the southeast and southwest corners of the intersection, including replacement of the existing curb ramps crossing Main Street and crossing Bonney Ave (6 total). Install two (2) new curbside RRFBs for the east and west directions on Main St. Existing pavement and curb markings will be refreshed. Two (2) existing storm drain inlets on the southwest and southeast corners to be relocated and associated storm drain lines will be adjusted based on the relocated inlet locations. The existing stop control on Bonney Ave to remain.

Assumptions:

- The RRFB will be solar powered.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing street lighting will remain and no upgrade or analysis is required.



- Existing utility poles at the intersection to remain as-is and no relocation is required.
- The existing fire hydrant on the southwest corner of Main St to remain.
- Curb extensions will consist of hardscape (i.e. concrete) and no vegetation will be implemented.

Main Street at Lewis Avenue

Project Elements: Demolition and removal of existing temporary HMA curb extensions at intersection. Construct a new curb extension on the north side of Main St and the southwest corners of the intersection, including replacement of the existing curb ramps. Relocate existing RRFB system (poles, flashers, solar panels, pushbuttons and controllers) onto new location pole within new curb extension. Existing pavement and curb markings will be refreshed. Two (2) existing storm drain inlets on the southwest and southeast corners to be relocated and associated storm drain lines will be adjusted based on the relocated inlet locations. The existing stop control on Lewis Ave to remain. The four (4) existing curb ramps will be upgraded to ADA requirements.

Assumptions:

- The existing solar powered RRFB can be relocated and reused for the proposed condition.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing street lighting will remain and no upgrade or analysis is required.
- Existing utility poles at the intersection to remain as-is and no relocation is required.
- The existing fire hydrant on the southeast corner of Main St to remain.
- The existing driveway to Sunset Stadium to remain as-is and will not be modified or reconstructed.
- Curb extensions will consist of hardscape (i.e. concrete) and no vegetation will be implemented.

Main Street at Parker Road East

Project Elements: Construct a new curb extension on the north and side sides of the intersection serving Main Street, including replacement of the existing curb ramps (8 total). Install four (4) new curbside RRFBs for the east and west directions on Main Street. Existing pavement markings will be refreshed. Two (2) existing storm drain inlets on the southeast and southwest corners to be relocated and associated storm drain lines will be adjusted based on the relocated inlet locations. The existing stop control on Parker Road East to remain.

Assumptions:

- The RRFB will be solar powered.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing street lighting will remain and no upgrade or analysis is required.
- Existing utility poles at the intersection to remain as-is and no relocation is required.
- Existing driveways near the intersection to remain and will not be impacted.
- Curb extensions will consist of hardscape (i.e. concrete) and no vegetation will be implemented.

60th Street East at 162nd Avenue East

Project Elements: Construct a new curb extension and/or sidewalk on the south side of the 60th St E, see assumptions below. Install a new curbside RRFBs for the east and west directions on 60th St E. A new painted crosswalk across 60th St E will be installed with the associated crossing. The existing stop control on 162nd Ave E to remain.

Assumptions:

- The RRFB will be solar powered.



- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing street lighting to remain and no upgrade or analysis is required.
- Existing utility poles at the intersection to remain as-is and no relocation is required.
- The existing curb ramp on the northeast corner of the intersection is ADA-compliant and does not require replacement.
- The location of the proposed crossing will be evaluated as part of the 30% conceptual design. If the proposed crossing is located on the west side of the intersection, a new curb extension and storm drain inlet would be needed on the northwest corner of the intersection. If the proposed crossing is located on the east side of the intersection, new sidewalk or pathway and a new ADA curb ramp would be needed on the south side of the intersection.
- Curb extensions will consist of hardscape (i.e. concrete) and no vegetation will be implemented.

Task 1—Project Management

1.1—Project Coordination

The Consultant team will coordinate video conference meetings with the City's project manager on a regular basis (weekly or bi-weekly) at an agreed upon schedule. These meetings will address project scope/status, technical and policy direction, budget, schedule, and additional meetings. Coordination will be via video conference, telephone calls, and email, as appropriate.

The Consultant team project manager will also coordinate with subconsultants on a regular basis regarding project scope/status, project direction, budget, and schedule.

1.2—Progress Reports and Invoicing

Detailed progress reports and invoices will be prepared on a monthly basis and provided to the City.

1.3—Design Meetings

The Consultant will conduct longer, formal meetings at the following project milestones. Preference will be for video conferences to allow for sharing of electronic data, screens, and reduce travel costs, but in-person meetings at the City Public Works Department at a time agreed on by the Consultant and the City may be elected at the preference of the City and Consultant, or as specified below. The Consultant shall prepare a meeting agenda for each formal meeting. It is assumed that the Consultant will not be required to distribute meeting minutes following each meeting. This will not preclude communication with the City or Subconsultants to confirm understanding of issues raised in these meetings.

1. Project Kickoff and Site Walk (In-Person)
2. 30-percent Design Review
3. Mid-Design Site Walk & Coordination
4. 85-percent Design Review

Other design meetings may be necessary to discuss alternatives for specific project elements, utility coordination, or provide updates on field conditions identified by the Consultant and Subconsultants which may affect project designs. Additional meetings with the City will be held via phone or video conference, to the extent possible, with the goal of minimizing expense.

Additional in-person meetings may be held at the request of the City, but may require adjustments to the scope of services, fee projection, and schedule. These meetings do not preclude regular communication via email and phone between the City and the Consultant regarding project concerns and progress.

1.4—Project Schedule

The Consultant will provide a project schedule to the City and maintain the schedule with monthly updates on progress and affected milestones. The Schedule will show milestone dates and events necessary to complete the plans and special provisions to complete the design of all project improvements. Project schedules assumes a 2-week City review period. Project schedules will include holiday breaks in the 4th week of November and the last two weeks of December 2025.

Project Milestones include:

- Receipt of Notice to Proceed is anticipated to occur by June 18, 2025
- Receipt of topographical survey is anticipated to occur by July 7th, 2025
- Proposed deliverable milestones include:
 - 30% design on or before August 15, 2025
 - 85% design on or before November 26, 2025
 - 100% design on or before February 2, 2026

Task 2—Design Support Services

2.1— SEPA Permitting

As a TIB funded project, SEPA permitting is expected. The Consultant will provide information to the City, upon request, during the design phase to support the City's internal SEPA permitting process. A Cultural Resources subconsultant has been retained to provide support for any cultural resources consulting on this project for the SEPA permitting. No additional permitting is anticipated for the project. No mitigation is anticipated for the project. Additional permitting or mitigation required will require a modification to the scope and fee for the project.

2.2— Public Outreach

The Consultant will provide exhibits and presentation content, at the request of the City, to support outreach to affected property owners and updates to the City Council and other interested stakeholders. No right-of-way acquisition is anticipated and direct impacts to property owners will be limited.

2.3— Survey

Survey control will be established from City of Sumner or Pierce County published control points.

Topographic Survey of each intersection will be conducted to include but not limited to the following (limits will be based upon the exhibit maps provided):

- Hardscapes such as walks, driveways, etc.
- Surface indications of utilities, such as vaults, pedestals, etc.
- Utility lines that can be visually observed, located by RF locating equipment, or identified on readily available record drawings received through the district.
- Sewer and storm structures will be measured for invert elevations, size of pipe, and size of structure.
- Any tree 8-inch diameter as measured four feet above the ground.
- Contours will be generated at a one-foot interval.

Boundary Survey

- The right of way centerline and margins of each intersection will be calculated and shown based on the controlling monuments.
- Adjoining property lines will be shown based on Pierce County GIS data.

Consultant Deliverables

- Draft and Final Topographic Survey (AutoCAD format)
- Existing Conditions and Survey Control Plans

Exclusions:



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- **An easement exhibit is excluded from this work**
- **Temporary construction easements. If these are found to be required, PACE can prepare them for an additional fee**
- **Stand alone Right-of-Way plans**

Task 3— Preliminary (30% and 85%) Design Services

The Consultant will prepare design plans, specifications, and estimates for 30% and 85% levels of design. Plan sheets will be developed at a 1"=20' full-size scale with 1"=10' scale where appropriate for details such as ADA curb ramps. Topics may be combined on sheets, as listed or per City approval to reduce the total number of sheets in the final package. Any deviations from this scope or approved City standard practices shall require written prior approval from the City.

The Consultant will submit the design plans for review by the City. The City's review will identify issues, resolve problems, recommend modifications, suggest actions required and provide direction and guidance for the next stage of design. The City will closely monitor the design plan preparation process and be responsive to communication from the Consultant to assist in avoiding substantial revision during the review process. This effort shall not alter the Consultant's responsibility for the work.

The Consultant will prepare the special provisions and applicable amendments to the contract provisions, Divisions Two (2) through Nine (9), as required for the improvements. The City of Sumner will prepare the Division One (1) specifications. The City of Sumner will compile the final specifications document for bid. The contract provisions shall be prepared in accordance with the requirements of WSDOT and the City of Sumner. The Consultant shall prepare special provisions for those items not covered by WSDOT's most current publication of the Standard Specifications for Road, Bridge and Municipal Construction including the most current published WSDOT GSPs and APWA GSPs, or the City of Sumner's modifications to the WSDOT Standard Specifications.

The Consultant will prepare quantity estimates and backup calculations in accordance with the WSDOT bid item descriptions. Final quantity estimates will be prepared according to WSDOT format and backup calculations for lump sum and unit price items will be provided. Quantity estimates will be used to prepare the summary of quantity sheets, and all other material required for construction. Quantities will be combined into a single bid package. Separation of the project into multiple bid packages may require a modification to the scope and fee to accommodate the additional work required to ensure all necessary information is coordinated between multiple bid packages.

The Consultant will maintain a construction cost estimate throughout the project, updated at each design milestone. The estimate will be developed in Excel format.

All electronic materials used to generate the Bid Set Plans, Specifications and Estimate will be submitted to the City. Drawings will be submitted in PDF and AutoCAD/AutoCAD Civil 3D format with City of Sumner specified layers. Specifications will be submitted in editable Microsoft Word format. The Estimate will be submitted in editable Microsoft Excel format.

3.1 30% Conceptual Design Submittal

The 30% design will include a basic layout of the project elements, as scoped, on the topographical survey, and include any alternative approaches, as identified by the Consultant, for evaluation by the City. At completion of the 30% design review, no further preparation or review of alternatives by the Consultant or the City are anticipated. If further alternative evaluation is requested by the City at the 30% design stage or later in the project design, a scope and fee modification may be required, depending on the scope of the request. Depending on the timing of receiving the topographical survey, the 30% conceptual design submittal may be completed on an aerial imagery background for this design submittal.

The Consultant shall develop, to a 30% level of detail, sidewalk, curb extension, and curb ramp geometric (two dimensional) layout, crosswalk improvements, preliminary drainage conveyance modifications, and



RRFB and pavement marking improvements. A meeting (as detailed in Task 1.3) with the Consultant and City will take place to confirm the project concepts. The City will provide feedback and comments on the concepts. No specifications or engineer's opinion of probable costs (cost estimate) are anticipated to be included at the 30% design submittal due to the preliminary nature of the design.

Consultant Deliverables

- 30% design level plans including:
 - Sidewalk, curb extension, and curb ramp plan exhibits (6 sheets)
 - Drainage conveyance exhibits (if necessary)
 - Pavement markings plan exhibits (6 sheets)
 - RRFB plan exhibits (5 sheets)
 - All-Way Stop plan exhibit (1 sheet)

3.2 85% Design Submittal

The 85% design submittal will include drawings, special provisions listing, and the Engineer's Opinion of Probable Costs (cost estimate). All 30% plan submittal comments received will be incorporated into the submittal. The 85% design plans will be provided on standard construction borders.

The City will review the submittal and return a consolidated set of comments to the Consultant. It is anticipated that the horizontal geometry of the project, including the location and configuration of RRFBs poles, will be finalized at the end of the 85% design submittal and review period. Further modification of horizontal geometry or pole locations after the 85% design submittal may require an adjustment to the schedule of milestones or the negotiated fee. The Consultant will notify the City as soon as possible of the impact of changes after the 85% design. In addition to modifications to the sheets identified for the 85% submittal, WSDOT Work Zone Typical Traffic Control Plans examples will be included as details and referenced on plans. ADA Curb Ramps will be detailed with lengths, widths, elevations, slope percentages, or a combination of the aforementioned will be included as new details in the plans.

The 85% design submittal will include special provision "headers" of anticipated bid items and highlight any specifications that are expected to include custom language modifying that presented in the WSDOT Standard Specifications. The 85% design submittal will include an engineer's opinion of probable costs (cost estimate).

PACE will prepare a stormwater variance request. The City of Sumner, WA adopted and currently adheres to the 2019 Stormwater Management Manual for Western Washington (SWMMWW). This project is seeking a variance to adopt the 2024 version of the SWMMWW. According to Section I-3.2 of the 2024 SWMMWW, any ADA updates required by the Federal Americans with Disabilities Act are considered part of exempt activities. The surfaces disturbed for ADA updates are exempt from SWMMWW drainage requirements; however, this exemption does not cover additional work, such as extending a sidewalk beyond what is necessary for the ADA update. The exemption is limited to the limits necessary for the ADA ramp/landing. By using the 2024 Manual, new surfaces created to meet ADA requirements would be exempt from Minimum Requirements #1-5. The remaining new and replaced hard surfaces would likely total less than 2,000 square feet, not necessitating a Stormwater Report. However, if our request to use the 2024 Manual is denied, the project would likely exceed the 2,000 square feet limit, triggering the need for a Stormwater Report that complies with Minimum Requirements #1-5 of the 2019 SWMMWW. If the variance is denied a change order will be requested to prepare a preliminary stormwater design report.

The 85% plans will include the following sheets:

- Cover Sheet with Vicinity Map and Index (1 sheet)
- Legend and Abbreviations (1 sheet)
- Topographic Survey Control (6 sheets)
- Site Preparation Plans and Details (6 sheets)
- Roadway and Sidewalk Paving Plans (6 sheets)
 - Roadway Details (2 sheets)



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- Drainage Plans and Details (if necessary)
- Pavement Marking Plans (6 sheets)
- Pavement Marking Details (2 sheets)
- RRFB Plans (5 sheets)
- RRFB Details (2 sheets)
- All-Way Stop plan (1 Sheet)
- WSDOT Work Zone Typical Traffic Control Plans Details (5 sheets)
- Curb Ramp Detail Plans (10 sheets)

The standard and custom design details will utilize City of Sumner and WSDOT standards.

Consultant Deliverables

- Comment response letter/matrix from 30% submittal.
- One electronic PDF copy of 85% Plans.
- 85% Electrical Supporting Calculation Package (if necessary)
- 85% Engineer's Opinion of Probable Costs (Cost estimate) in Excel format.
- 85% Special Provisions (except Division 1) in Word format
- Variance Request to use the 2024 SWMMWW
- Stormwater Memo documenting if any non exempt replaced hard surfaces

Task 4 — Final (100%) Design Plans, Specifications, and Estimates (PS&E)

4.1 100% (Final) Submittal

The 100% package will include completed drawings, special provisions, and the final Engineer's estimate. The 85% Design submittal comments will be incorporated into the submittal. No modifications to the basic project geometry, RRFB geometry is anticipated at the 100% design level. Modification of base project elements may require an adjustment to the schedule of milestones or the negotiated fee. The Consultant will make no further changes to the documents without the approval of the City. Any comments issued after the final submittal will warrant a change order.

Consultant Deliverables

- Comment response letter/matrix from 85% design submittal.
- One electronic PDF copy of Final Plans. Each sheet shall be stamped and signed by the responsible engineer from the Consultant and Subconsultant.
- 100% Electrical Supporting Calculation Package
- 100% Cost estimate in Excel format.
- 100% Special Provisions (except Division 1) in Word format.
- Final electronic CAD files.

Task 5 — Bid and Award Support

The Consultant will provide assistance during the bid and award of the construction contract. The following tasks will be provided on an as-needed basis. Written authorization from the City will be obtained prior to providing any of the following services:

- If requested, the Consultant will attend a pre-construction meeting with the construction contractor to assist the City in responding to questions and inquiries.

- If requested, the Consultant will assist the City during the bid period to answer any questions that arise concerning the PS&E documents, and will assist the City in preparing any addenda required.

Task 6 — Construction Phase Services (Optional)

Construction phase services may (or may not) be necessary as part of the project and as such, it is not possible to accurately budget for these services at the time of contracting. No fee has been prepared at this time. Should construction phase services be necessary, Transpo will provide these services on a time-and-materials basis with written authorization from the Client. Construction phase services could include, but are not necessarily limited to, the following:

- Shop drawing and cut sheet review
- Responses to contractor Requests for Information (RFIs)
- Record drawings
- Construction observation

Assumptions

The Consultant has developed this scope with the assumption that the project elements identified in the RFQ are the basis of design. Modifications to project elements, including the addition or removal of project elements such as new curbing, increased signage, relocation of improvements or additional pavement markings may require a negotiated fee and schedule modification between the Consultant and the City. The Consultant will notify the City as soon as possible of the anticipated impact of changes to project elements on fee and schedule.

This Scope of Services assumes the following:

- Computer Aided Drafting (CAD) will be performed using AutoCAD and Civil3D version 2024 or later
- All other deliverables besides the CAD files will be provided electronically via PDF and in their original file format.
- City of Sumner Public Works Department Standard Details and Specifications, as provided by the City, will be used for preparing design plans and specifications.
- The conceptual design attached to the scope of work is a feasible design with no major modifications necessary.
- WSDOT Standard Plan Foundations (J-Series) will be utilized for the RRFB Pole Foundations and no special foundation design will be required.
- No illumination analysis will be required at the pedestrian crossing locations as discussed in the RFQ.
- No additional Right-of-Way (ROW) is needed and Temporary Construction Easements (TCE's), if necessary, will be prepared by City. The Consultant will not provide the City with any legal descriptions or exhibits for any Temporary Construction Permits or Temporary Construction Easements for any of the project corridors.
- No relocation of franchise utilities is assumed as part of the project including those owned by Puget Sound Energy and telecommunication companies (i.e. Comcast, Lumen, Zayo, etc.)
- All projects are anticipated to meet the requirements for a SEPA categorical exclusion and no Consultant support for mitigation is included in this scope.
- Improvements are state funded and will not require NEPA or other federal permits.
- No retaining walls are anticipated on the project. Retaining walls, if required, will be under 4' in exposed face height, will be constructed using standard details and will not require structural design by a licensed Professional Engineer.
- No geotechnical explorations will be provided.
- Site-specific traffic control plans will not be developed. Traffic control will be completed via the MUTCD Part 6 or WSDOT Work Zone Typical Traffic Control Plans and referenced via notes and details on the plans.
- Permit procurement shall be the responsibility of the Contractor.



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- Potholing of underground utilities, if required, will be provided by the City or deferred to the construction phase of the project and done by the contractor. No scope or fee for potholing is included.

Additional services that are not included in this scope but may be added upon receipt of written authorization and adjustment to the scope of services, fee projection and schedule include:

1. Construction inspection and engineering support
2. All those services specifically excluded from the assumptions stated in the prior section

Cost Estimate Worksheet

Number / Project Name
25063 - Sumner Main St Crossings

Billing rates are effective from April 27, 2024 through April 25, 2025, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	Project Engineer	Project Admin
initials	TN	BAS	OAB	TYK	CLF
labor category	Eng L4	Eng L7	AnyL L3	Eng L2	PA L4
cost rate	\$190.00	\$260.00	\$155.00	\$145.00	\$165.00

Labor:

	Work Task					Hours	Cost
1	Task 1 - Project Management						
2	1.1 Project Coordination (12 mo)	20				20	\$3,800
3	1.2 Progress Reports & Invoicing	4			6	10	\$1,750
4	1.3 Design Meetings (2, in person)	6			6	12	\$2,010
5							
6	Task 2 - Design Support Services	16	4	16		36	\$6,560
7							
8	Task 3 - Preliminary (30% & 85%) Design Services						
9	3.1 30% Submittal	20	7	75	69	171	\$27,250
10	Conceptual design & alternatives	8		50	45		
11	Exhibit preparation & QC	12	6	24	24		
17	3.3 85% Submittal	76	12	184	120	392	\$63,480
18	Civil Design including Curb Ramp Modeling	16		84			
19	Pavement Marking Design	12			24		
20	RRFB Design	12			24		
21	PS&E Preparation & QC	36	12	100	72		
22	Task 4 - Final (100%) Design PS&E	32	8	76	68	184	\$29,800
23	Civil Design	8		40			
24	Pavement Marking Design	4			16		
25	RRFB Design	4			16		
26	PS&E Preparation & QC	16	8	36	36		
27							
28	Task 5 - Bid and Award Support	10		12		22	\$3,760
29							
Total Hours		184	31	363	263	6	847
Labor Costs		\$34,960	\$8,060	\$56,265	\$38,135	\$990	\$138,410

Reimbursable Expenses:

	Item	Reimburs. Cost
1	Application	
2	Business Meals	
3	Mileage	\$200
4	Miscellaneous	
5	Models/Renderings/Photos	
6	Parking	
7	Records Filing	
8	Registrations	
9	Reproductions	
10	Shipping/Courier	
11	Specialty Software	
12	Supplies	
13	Traffic Accident Data	
14	Traffic Count Vendors	
15	Travel, Hotel, Taxi, & Air Fare	

Sub Total	\$200
Total (Cost)	\$200

Subconsultants:

	Firm	Subs. Cost
1	PACE Engineers - survey	\$33,441
2	PACE Engineers - storm drainage	\$15,858
3	Willamette Cultural Resources Associat	\$1,500
4		
5		

Sub Total	\$50,799
Total (Cost)	\$50,799

TOTAL ESTIMATE	\$189,500
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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

Transpo Group USA, 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. Pursuant to applicable federal law, federal regulations and/ or a final and binding Presidential Executive Order 11473, all federally funded construction project contractors shall ensure compliance with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(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 federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(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.