



City Hall remains closed during Governor Inslee’s “Healthy Washington - Recovery Roadmap” order, a consequence of the Covid-19 pandemic. The public is invited to attend the meeting virtually by using the ZOOM Meeting access information below -

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/85262047453>

Or iPhone one-tap :

US: +12532158782,,85262047453# or +16699006833,,85262047453#

Or Telephone:

Dial: +1 253 215 8782

Webinar ID: 852 6204 7453

CALL TO ORDER

Pledge of Allegiance

Invocation - Kurt Notehelfer

Roll Call: Bitetto, Brown, Hamilton, Hayden, Hochstatter, Neuman and Reed

PROCLAMATION

1. Police Week and Peace Officer Memorial Day

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

CONSENT AGENDA

1. Resolution No. 1578 - ILA City of Pacific - Stewart Road Funding and Access Rights
2. Sumner-Tapps Resurfacing and Guardrail Design Supplement: PSE Staking
3. Approval of the minutes from regular council meeting of April 5, 2021 and April 12, 2021 study session.
4. Approval of checks and electronic payment in the amount of \$1,133,898.10.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than

5:30pm on April 19, 2021. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Appointment to the Forestry & Parks Commission - Austin
- b. Appointment to the Forestry & Parks Commission - Crawford
- c. Appointment to the Forestry & Parks Commission - Dexter
- d. Appointment to the Forestry & Parks Commission - Hoard
- e. Appointment to the Forestry & Parks Commission - Huffington
- f. Appointment to the Forestry & Parks Commission - Johnson
- g. Reappointment to the Forestry & Parks Commission - Elfers
- h. Reappointment to the Forestry & Parks Commission - Haase
- i. Appointment to the Sumner Planning Commission - Bowman
- j. Appointment to the Sumner Planning Commission - Isaacs
- k. Appointment to the Sumner Planning Commission - Locke
- l. Cultural Arts Commission Appointment - Mellen
- m. Resolution No. 1579 - Interlocal Agreement with Bonney Lake for Fire Permit Review Services
- n. Resolution No. 1580 - Interlocal Agreement with East Pierce Fire and Rescue
- o. Agreement with Avidex for Council Chambers Audio / Visual Upgrade
 - p. Resolution No. 1581 - American Rescue Plan Council Committee
- q. Ordinance No. 2771 - Quarterly Budget Amendment

4. Reports

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

5. Executive Session

6. Adjournment

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



PROCLAMATION

Police Week & Peace Officer Memorial Day

WHEREAS, law enforcement officers play an essential role in ensuring our safety and in safeguarding our rights and freedoms; and

WHEREAS, our officers' partner with citizens to keep our community as safe as possible, by enforcing traffic laws, proactive policing, and forming neighborhood watch groups; and

WHEREAS, when an unsafe situation does arise, officers are the first to respond and provide assistance, often at great risk to their own personal safety; and

WHEREAS, Sumner police officers continue to face increased danger, both seen and unseen, and scrutiny in the performance of their official duties; and

WHEREAS, our officers recognize their duty to serve our citizens by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, in 2020 Sumner police officers responded to over 14,300 calls for service, arrested 317 suspects, made 2815 traffic stops, removed 21 impaired drivers from our roadways, and provided needed security and property protection; and

WHEREAS, the Congress and President of the United States have established May 15, 2021, as Peace Officers' Memorial Day and the week in which it falls as National Police Week,

NOW, THEREFORE, the City of Sumner proclaims May 15, 2020, as Peace Officer Memorial Day and the week of May 9th through May 15th as Police Week in the City of Sumner and urges all citizens to mark this occasion with appropriate ceremonies, commemorating police officers, past and present, who by their faithful and loyal devotion have collectively preserved our rights and our security.

Dated this 3rd day of May 2021.

William Pugh, Mayor

SUBJECT: Resolution No. 1578 - ILA City of Pacific - Stewart Road Funding and Access Rights

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$700,000

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1578 Sumner-Pacific Stewart Rd ILA

STAFF CONTACT: Michael Kosa, Associate City Engineer, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Unincorporated Pierce County, Unincorporated King County, and Sumner. Pacific's Widening Project (Stewart Road between Valentine and Butte) and Sumner's Bridge Replacement Project (Stewart Road over the White River) are adjacent projects that will complete the final 4-lane roadway sections between State Route 167 and the North Lake Tapps area. Both projects are included in Sumner's Transportation Improvement Program. Pacific's Widening Project will start construction Spring 2021, and Sumner's Bridge Replacement Project construction is scheduled to start in 2023 or 2024. Pacific's Widening Project includes additional design elements to ensure it is compatible with Sumner's upcoming Bridge Replacement Project.

In late 2020, Pacific discovered that The Pacific Widening Project is overbudget, partially due to the compatibility elements. With the knowledge of Pacific's Widening Project shortfall, Sumner requested and received a \$700,000 increase in grant funding from the Freight Mobility Strategic Investment Board (FMSIB), with the stipulation that \$700,000 of Sumner city funds would be contributed to the Pacific Widening Project to fill their funding gap.

It is in Sumner's best interest to execute an interlocal agreement ("ILA") with Pacific to assign up to \$700,000 of City of Sumner Transportation Impact Fees (TIFs) towards Pacific's Widening Project. Separately, Sumner will receive \$700,000 from FMSIB for Sumner's Bridge Replacement Project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/6/2021

COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1578 authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and the City of Pacific related to Pacific's Stewart Road Widening Project in a form as approved by the City Attorney.

RESOLUTION NO. 1578

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF PACIFIC FOR PACIFIC'S STEWART ROAD WIDENING PROJECT RELATED TO FUNDING AND ACCESS RIGHTS.

WHEREAS, the City of Sumner and the City of Pacific seek to enter into an intergovernmental agreement enabling the City of Sumner to provide funding and access rights to the City of Pacific specifically for their Stewart Road Widening Project; 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Pacific to provide funding and access rights to the City of Pacific specifically for their Stewart Road Widening Project, 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.

ADOPTED AND APPROVED this ____th day of ____, 20____.

Attest:

William L. Pugh, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PACIFIC AND
THE CITY OF SUMNER FOR PACIFIC'S STEWART ROAD WIDENING
PROJECT RELATED TO FUNDING AND ACCESS RIGHTS**

THIS AGREEMENT is made and entered into by and between the City of Pacific, a municipal corporation of the State of Washington ("Pacific") and the City of Sumner, a municipal corporation of the State of Washington ("Sumner") (collectively "Parties" or individually a "Party").

RECITALS

A. Stewart Road/8th Street East is an east-west arterial running between West Valley Highway and 182nd Avenue East, through both Pacific and Sumner. Prior to 2002, when Pacific and Sumner annexed the Stewart Road corridor into their jurisdictions, Pierce County financed and constructed a majority of the infrastructure improvements along the Stewart Road/8th Street East arterial. After annexation, the two remaining portions of the arterial, namely one portion being from Valentine Ave SE (136th) to Butte Ave E (138th) and including the removal and replacement the existing Union Pacific Railroad at-grade roadway crossing ("Pacific's Widening Project"), and the other portion being from Butte Ave E (138th) to 140th Ave Ct E and including the replacement of the Stewart Road Bridge over the White River ("Sumner's Bridge Replacement"), are being upgraded from a two-lane roadway to a four-lane roadway with shared use path and constructed by Pacific and Sumner, respectively.

B. Pacific and Sumner are completing improvements that are part of a regional transportation facility that provides cross-valley access between State Route 167 and the North Lake Tapps area and those communities in the valley including Sumner, Auburn, Pacific, and unincorporated Pierce County.

C. Pacific's Widening Project shall commence in Spring 2021 and complete by the end of 2022, whereas Sumner's Bridge Replacement is currently undergoing design efforts with an anticipated construction commencement of 2023.

D. The construction documents for Pacific's Widening Project were completed with additional compatibility work that ensures Pacific's Widening Project is compatible with existing adjacent roadways and future construction of Sumner's Bridge Replacement. Pacific's additional compatibility work elements include (1) raising the elevation of the Stewart Road/Butte Avenue intersection; (2) increasing the height and foundation of retaining walls in preparation for future wall height increases; (3) optimizing the location and foundation depth of signal poles; and (4) adding conduits for a future corridor intelligent transportation systems (ITS) coordination;

E. Sumner has reviewed Pacific's Widening Project documents and believes the additional compatibility work identified above is an efficient and appropriate use of funds that will reduce the scope and overall cost of Sumner's Bridge Replacement.

F. Upon receipt of its most recent engineering estimate, Pacific discovered that it does not have adequate funding to complete Pacific's Widening Project as designed.

G. Pacific's Widening Project has been shown on Sumner's 6-year Transportation Improvement Program (TIP) list since April 2021, in an acknowledgment of the importance of Pacific's Widening Project to the future success of the complete corridor improvements.

H. Sumner requested, and received, an increase in grant funding from the Freight Mobility Strategic Investment Board, in an amount of \$700,000.00 thereby providing Sumner with an opportunity to re-allocate a portion of Sumner's Transportation Impact Fees (TIFs) to help fill the funding gap on Pacific's Widening Project.

I. Sumner has evaluated and determined it is in Sumner's best interest to negotiate an interlocal agreement ("ILA") with Pacific, and to assign funds to Pacific's Widening Project in an amount of no more than Seven Hundred Thousand Dollars and 00/100 (\$700,000.00) of TIFs towards Pacific's Widening Project.

J. The construction of the Pacific's Widening Project in advance of Sumner's Bridge Replacement will maximize compatibility in the use of existing and future facilities and reduce the need for immediate re-work during Sumner's Bridge Replacement, allowing both projects to progress through completion more expeditiously while reducing overall inconvenience to the travelling public.

K. Pursuant to RCW 35A.21.150, Pacific and Sumner each have the legal authority to maintain a transportation system.

L. The Parties are authorized to undertake joint and cooperative action pursuant to RCW 35A.11.040 and Chapter 39.34 RCW.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. This Agreement shall be effective upon execution by both Parties ("Effective Date") for a term not to exceed six (6) years ("Term"), but said agreement shall terminate upon the earlier of (1) completion of the obligations of the Parties provided for herein, specifically payment of up to \$700,000 from

Sumner to Pacific; (2) pursuant to the conditions set forth in Paragraph 6, below; or (3) the expiration of the Term. This Agreement may be terminated, and all property acquired and used by the Parties disposed, by mutual agreement of the Parties per RCW 39.34.030(3). Unless otherwise expressly provided herein, ownership of any real and personal property acquired or owned by a Party before and during the term of this Agreement shall remain vested in said Party upon termination.

2. The Parties do not by this Agreement create any separate legal or administrative entity. The City of Pacific City Administrator, or his designee shall be responsible for working with the City of Sumner City Administrator, or his/her designee to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

3. Pacific agrees to construct Pacific's Widening Project, some of which is within the municipal limits of the City of Sumner, and which the Parties agree is necessary and sufficient for Sumner's construction of Sumner's Bridge Replacement: (1) raising the elevation of the Stewart Road/Butte Avenue intersection; (2) increasing the height and foundation of retaining walls in preparation for future wall height increases; (3) optimizing the location and the foundation depth of signal poles; and (4) adding conduits for a future corridor intelligent transportation systems (ITS) coordination.

4. Pacific agrees to invoice Sumner within 120 days of substantial completion of Pacific's Widening Project for appropriate project expenditures up to \$700,000. Pacific hereby represents and warrants that any amounts invoiced to Sumner will be reimbursable and appropriate expenditures of TIFs pursuant to RCW 82.02.050 and SMC 12.36.130, and will have already been approved for payment by the Pacific City Council.

5. Sumner agrees to reimburse Pacific for the amounts invoiced to Sumner pursuant to Paragraph 4 within 45 days of receipt of the invoice from Pacific, in a total amount not to exceed \$700,000 total.

6. Pacific specifically acknowledges that Sumner's commitment of \$700,000 in TIF funding is a direct response to Sumner's increased grant funding awarded to Sumner's Bridge Replacement by the Washington State Freight Mobility Strategic Investment Board (FMSIB) in an amount of \$700,000, and that if the Washington State Legislature fails to approve and appropriate the increased grant award during the 2021 legislative session, the TIF funding commitment from Sumner to Pacific herein shall be void, reimbursable if already paid in whole or part, and this agreement shall have no further force and effect. No penalty or expense shall accrue to Sumner in the event this provision applies.

7. The Parties agree to fund their respective administrative costs and fees, and not seek reimbursement from each other for the same.

8. Pursuant to all applicable regulatory requirements, Pacific shall have the right and privilege to lay down and construct improvements in rights-of-way controlled by Sumner or within Sumner, as may be necessary, convenient, and/or proper in order to provide the improvements required to serve Sumner's Bridge Replacement, and consistent with the terms and conditions set forth herein. The right of way use rights described in this section shall not be deemed or held to be exclusive, and shall not prevent Sumner from entering other agreements or franchises for use of any avenues, streets, highways, road, or other rights-of-way controlled by Sumner that are within the scope of Pacific's Widening Project.

9. Pacific shall, after construction of Stewart Road street improvements within Sumner, restore and tie in the surface of the street, right-of-way, or public property to at least the same condition the property was in immediately prior to any such construction, unless other arrangements are mutually agreed to by the Parties. The Sumner Public Works Director or their designee shall have final approval of the condition of such streets, rights-of-way, and public places after restoration. All concrete encased monuments disturbed or displaced by such work shall be restored pursuant to all federal, state, and local standards and specifications. Pacific agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to Sumner roadway at its sole cost and expense.

10. Pacific shall be required to obtain all applicable permits from Sumner necessary for roadway related work by Pacific in Sumner and/or in Sumner's rights of-way.

11. Indemnification.

11.1. Pacific agrees to indemnify and hold Sumner, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of Pacific, its elected officials, officers, employees, agents, and volunteers, or by Pacific's breach of this Agreement.

11.2. Sumner agrees to indemnify and hold Pacific, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives arising

from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of Sumner, its elected officials, officers, employees, agents, and volunteers or by Sumner's breach of this Agreement.

11.3. In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the Parties, the Parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

11.4. FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

11.5. The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

12. Pacific shall, for the full Term of this agreement, maintain its membership in the AWC liability risk pool, and Sumner shall, for the full Term of this agreement, maintain membership in the WCIA liability and risk pool or have equivalent limits of liability from another insurance program or liability pool.

13. This Agreement shall be governed in all respects by the laws of the State of Washington. The Venue for any dispute related to this Agreement shall be Pierce County Superior Court, with both Parties expressly agreeing to personal jurisdiction in the same. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

14. Neither Party may assign this Agreement or any interest, obligation, or duty therein without the express written consent of the other Party.

15. This Agreement constitutes the complete and final agreement of the Parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the Parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both Parties.

16. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right, remedy, or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or

discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

17. Any notice or information required or permitted to be given to the Parties under this Agreement may be sent to the following addresses unless otherwise specified.

City of Pacific

City of Sumner

Attn: Public Works Manager

Attn: Public Works Director

100 3rd Ave, SE

1104 Maple Street, Ste. 260

Pacific, WA 98047

Sumner, WA 98390

18. Signature Authority.

18.1. The City of Pacific Mayor was authorized to execute this Agreement by Resolution No. 2021-___ adopted by a majority of the entire City Council on the ___ day of March, 2021, at a regularly scheduled Council meeting. Pacific shall cause a copy of this fully executed agreement to be recorded with the Pierce County Auditor prior to its entry into force.

18.2. The City of Sumner Mayor was authorized to execute this Agreement pursuant to resolution adopted by a majority of the entire City Council on the ___ day of April, 2021 at a regularly scheduled Council meeting.

19. The terms of this Agreement shall be contemplated by PACIFIC and SUMNER's respective Transportation Improvement Programs and capital facilities plans as required by RCW 82.02.050.

20. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed their names in the spaces below:

CITY OF PACIFIC

CITY OF SUMNER

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Attested to:

Name: _____
Title: _____

Date: _____

Attested to:

Name: _____
Title: _____

SUBJECT: Sumner-Tapps Resurfacing and Guardrail Design Supplement: PSE Staking

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$4,439.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement with Scope and Fee

STAFF CONTACT: Michael Kosa, Associate City Engineer, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The Sumner Tapps Highway Guardrail and Resurfacing project consists of resurfacing Sumner-Tapps Highway with an asphalt overlay and replacing obsolete and end-of-life guardrail to meet current design standards. Design and construction of the guardrail replacements and the design phase of the resurfacing project is mostly funded by a federal grant.

To prepare for this project, Puget Sound Energy (PSE) will relocate approximately 19 poles at no cost to the City to either remove them from the roadside clear zone or ensure they are sufficiently protected by guardrails. New pole locations have been coordinated, but PSE requested that the City's design consultant stake the poles to ensure they meet clear zone requirements.

This supplement revises Century West Engineering's previous consultant agreement to add staking services for these relocated poles. This increases the total agreement value to \$228,266.78.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 4/6/2021

COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Century West's Consultant Services Contract for the Sumner-Tapps Highway Guardrail and Resurfacing Project (CIP 19-01), increasing the contract amount by \$4,439.00 to a total authorized amount not-to-exceed \$228,266.78, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the supplement, substantially in a form as approved by the City Attorney.



Supplemental Agreement Number <u>4</u>		Organization and Address Century West Engineering Corporation 33308 13th Place S., Ste 2 Federal Way, WA 98003 Phone: <u>253-838-2507</u>	
Original Agreement Number <u>35018.001.01</u>			
Project Number <u>STPUL-3109(001) and STPUL-3109(002)</u>	Execution Date	Completion Date <u>12/31/2021</u>	
Project Title <u>Sumner-Tapps Highway Guardrail and Resurfacing</u>	New Maximum Amount Payable <u>\$ 228,266.78</u>		
Description of Work Century West Engineering Corporation will provide engineering design services as described in this Scope of Services, to the City of Sumner for the production of Plans, Specifications, and Engineer's Estimate (PS&E) for up to three potential construction projects on the Sumner-Lake Tapps Highway consisting of guardrail installation and pavement resurfacing. The southern limit for these projects is a point between 64th St. East and 60th Street East (exact location to be coordinated with the SR 410 Interchange planning effort). The northern limit will be the City boundary at 43rd Street East.			

The Local Agency of City of Sumner

desires to supplement the agreement entered in to with Century West Engineering Corporation

and executed on 1/2/2020 and identified as Agreement No. 35-18.001.01

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Attached Staking Services Scope of Work, Exhibit A-2

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: N/A

III

Section V, PAYMENT, shall be amended as follows:

See Attached Consultant Fee Estimate, Exhibit B

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	After Supplement #3	Supplement #4	Total
Direct Salary Cost	\$ 55,731.12	\$ 1,426.42	\$ 57,157.54
Overhead (Including Payroll Additives)	\$ 96,024.05	\$ 2,509.65	\$ 98,533.70
Direct Non-Salary Costs	\$ 55,353.78	\$ 75.00	\$ 55,428.78
Fixed Fee	\$ 16,718.82	\$ 427.93	\$ 17,146.75
Total	\$ 223,827.78	\$ 4,439.00	\$ 228,266.78

Task Order Title: PSE Pole Staking

Contract Number: 35018.001.01

Location: Sumner-Tapps Highway

Consultant: Century West Engineering

Background

The work to be performed under this Task Order will be for Century West Engineering (CWE) to provide field services for the City of Sumner (City) for the purpose of relocating Puget Sound Energy (PSE) utility poles. CWE has provided plans to install new guardrail along Sumner Tapps Highway. In conjunction with this project, CWE identified PSE's utility poles to be relocated. Puget Sound Energy has proposed revised pole locations based on the information provided. The City has requested CWE stake the new pole locations so that PSE can relocate the poles and that the installations are assured to be outside of the guardrail deflection zone.

Scope of Work Description

The scope of work is described as follows:

Task 1: Administration

- 1.1. Perform project administration including, but not limited to, project setup; administration; monitoring design and project schedules; coordination of project with the City; monitoring and reporting technical and budget issues to the City; preparation of invoices for submittals to the City.

Task 2: Field Staking

- 2.1. Stake relocations for 17 PSE poles as proposed by PSE and verify the locations are outside of the guardrail deflection zone. Stake locations for 2 new poles installed on the east side of Sumner-Tapps Highway. Stakes will be installed at the proposed locations and at the recommended minimum and maximum offset locations with indication written on the stakes.

Schedule

This field work is anticipated to take two people approximately two 6 hour days.

Project Team

The project team will consist of 2 engineers.

Assumptions

1. Expenses associated with this work are reimbursable. Anticipated expenses include approximately 60 lathes, flags, and vehicle mileage associated with the field work.
2. Work will occur during daylight and outside of the peak traffic period and may take 2 days.
3. No traffic control will be required.
4. Work to be completed by 4/30/21 or sooner, dependent upon authorization to proceed and PSE schedule to begin relocation.



EXHIBIT B
7/21/2020
PROJECT TASK
DESIGN SERVICES

PROJECT TITLE: Sumner-Lake Tapps Highway Guardrail and Resurfacing Project

CLIENT: City of Sumner
JOB NUMBER: 35018.001.01

Prepared by RLW 4/6/21
Checked by EKN 4/7/21

Contract Amendment #4 for Project Staking

MM '(163) Vice President	GC '(102) SR PROJ MGR	RW '(102) SR PROJ MGR	'(104) SR PROJ ENGR	'(106) Sr. Staff ENGR	EN (195) STAFF EIT - Level II	BK (188) STAFF EIT - Level I	RS (119) PROJ COOR CLER. III	KL (117) PROJ COOR CLER. II	TOTAL HRS	PROJECT COST	TASK COST
\$243.00	\$233.00	\$233.00	\$142.00	\$118.00	\$107.00	\$97.00	\$114.00	\$100.00			

Amendment #4											\$4,364.00
1 Administration	0	0	4	0	0	2	0	3	0	9	\$1,488.00
2 Field Staking	0	0	0	0	0	16	12	0	0	28	\$2,876.00
Total	0	0	4	0	0	18	12	3	0	37	
Total Cost	\$0.00	\$0.00	\$932.00	\$0.00	\$0.00	\$1,926.00	\$1,164.00	\$342.00	\$0.00		
CWE Misc. Expenses:											
3 Rental Car/Fuel/Mileage (use 2020 IRA rate, assume 3 trips)	Per Unit	Trips	Miles	Trips	Days	Months	Percent	Markup			
PHOTO COPIES	\$0.580		50					1.0	Task 8.3	\$29.00	
POSTAGE										\$0.00	
PRINTING (PDFs only)										\$0.00	
PLOTTING										\$0.00	
FIELD SUPPLIES										\$46.00	
									Subtotal	\$75.00	
											\$75.00
8.3b	Sub-Consultants:				Fee			Markup			
					\$0.00			1.00		\$0.00	\$0.00
										Total	
											\$4,439.00
									City Management Reserve (0%)		\$0.00
									Total Amount		\$4,439.00

Amendment for CM Services											
DIRECT SALARY COST			\$1,426.42								
OVERHEAD (OH Cost including Salary Additives, 175.94% of DSC)			\$2,509.65								
FIXED FEE (FF, 30% of DSC)			\$427.93								
SubTotal			\$4,364.00								
REIMBURSABLES			\$75.00								
SUBCONSULTANT COST			\$0.00								
SubTotal			\$75.00								
City Management Reserve (0%)			\$0.00								
Total	\$4,439.00										

SUBJECT: Approval of the minutes from regular council meeting of April 5, 2021 and April 12, 2021 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - April 5, 2021 regular council meeting
2. Minutes - April 12, 2021 Study Session

STAFF CONTACT:

SUMMARY BACKGROUND:

Minutes from the previous two council meetings, April 5, 2021 regular council meeting and April 12, 2021 study session.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as written.

**CITY OF SUMNER
Council Meeting
Minutes – April 5, 2021**

CALL TO ORDER

The Sumner City Council met in regular session at 6:00pm, with Mayor William L. Pugh presiding. City Hall remains closed during Governor Inslee’s “Healthy Washington – Roadmap to Recovery” order, a consequence of the Covid-19 pandemic. The Mayor, Council and staff members attended through ZOOM either telephonically or through their computer. The public was allowed to attend via ZOOM, PCTV livestream and by telephone.

Staff present via electronic device: City Administrator Jason Wilson, Public Works Director Mike Dahlem, Assistant City Attorney Christy Palmer, Police Chief Brad Moericke, City Attorney Andrea Marquez, Communications Director Carmen Palmer, Development Services Director Doug Beagle, Assistant City Engineer Michael Kosa, Administrative Services Director Jeff Steffens, Community Development Manager Derek Barry, Associate Planner Ann Siegenthaler and City Clerk Michelle Converse.

Mayor and Councilmembers present via electronic device: Mayor Bill Pugh, Councilmembers Bitetto, Brown, , Hayden, Hochstatter, Neuman and Reed. Councilmember Hamilton was absent.

MOVED BY HAYDEN SECONDED BY NEUMAN TO EXCUSE COUNCILMEMBER HAMILTON FROM THE REGULAR COUNCIL MEETING OF APRIL 5, 2021.

PASSED BY VOICE VOTE.

PROCLAMATION

Animal Care & Control Officers Week Mayor Pugh read the proclamation into the record declaring the second week of April each year as Animal Care and Control Officers’ Appreciation Week. He called on Police Chief Moericke who thanked staff and recognized Support Services Manager Mark Creley and Animal Control Supervisor Nikki Thwash.

Arbor Day Mayor Pugh read the proclamation into the record declaring April 14, 2021 as Arbor Day in the City of Sumner. He introduced Community Development Director Derek Barry who shared information regarding this year’s tree plantings which will be scaled down due to Covid-19 precautions.

CONSENT AGENDA

MOVED BY HAYDEN, SECONDED BY HOCHSTATTER TO APPROVE THE CONSENT AGENDA WHICH CONSISTED OF THE FOLLOWING:

1. Approval of the minutes from March 15, 2021 regular council meeting, March 15, 2021, special study session and the March 22, 2021 study session.
2. COVID-19 Emergency Declaration – Confirmation of Rules and Regulations
3. Approval of the checks and electronic payments in the amount of \$1,652,739.49

PASSED BY VOICE VOTE.

PUBLIC HEARING

One was not scheduled tonight.

UNFINISHED BUSINESS

Resolution No 1576 – 2022-2027 Six-Year Transportation Improvement Program Annual Update.

MOVED BY HOCHSTATTER, SECONDED BY BITETTO TO ADOPT RESOLUTION NO.: 1576; SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM ANNUAL UPDATE.

Assistant City Engineer Michael Kosa addressed the Council.

RCW 35.77.010 and RCW 36.81.121 require that each city and county update its Transportation Improvement Plan (TIP) annually and file a copy of the adopted program with the State Department of Transportation. The Six-Year TIP establishes and prioritizes the City's streets, sidewalk and trail projects for the next six years.

Below are some proposed TIP projects of interest: The last phase on the Stewart Road corridor is the replacement and widening of the White River Bridge and connection to the Interurban Trail. Design, environmental permitting, and right-of-way acquisition is ongoing and is expected to be completed in 2022. The project will be ready to bid for construction in 2023 or 2024, if funds are available. The 166th Ave Widening and Intersection Improvements project is in the planning phase and is seeking funds to complete design and right-of-way phases. Funding for the design phase is being provided by City Transportation Impact Fees. The Main Street and Wood Avenue Intersection Improvements project is wrapping up design and right-of-way acquisition phases in 2021. The project will be constructed in Spring 2022 primarily using City funds. The City is still actively seeking grants to defray construction costs.

PASSED BY VOICE VOTE.

PUBLIC COMMENT

There were no Public Comment tonight.

NEW BUSINESS

Reappoint to the Sumner Civil Service Commission – Brian Anderson

MOVED BY BITETTO, SECONDED BY BROWN TO AUTHORIZE THE MAYOR TO RE-APPOINT MR. BRIAN ANDERSON TO THE CIVIL SERVICE COMMISSION WITH A TERM EXPIRING MARCH 31, 2023.

Administrative Services Director Jeff Steffens addressed the Council.

PASSED BY VOICE VOTE.

Appointment to the Sumner Lodging Tax Advisory Committee –Starks

MOVED BY REED SECONDED BY BITETTO TO CONFIRM THE APPOINTMENT OF JILL STARKS TO THE SUMNER LODGING TAX ADVISORY COMMITTEE FOR A TERM OF ONE-

YEAR.

Communications Director Carmen Palmer addressed the Council on this item and the three other reappointments to the Sumner Lodging Tax Committee.

PASSED BY VOICE VOTE.

Reappointment to the Sumner Lodging Tax Advisory Committee – Straight

MOVED BY REED SECONDED BY NEUMAN TO CONFIRM THE REAPPOINTMENT OF KIM STRAIGHT TO THE SUMNER LODGING TAX ADVISORY COMMITTEE FOR A TERM OF ONE-YEAR.

PASSED BY VOICE VOTE.

Reappointment to the Sumner Lodging Tax Advisory Committee – Sutton

MOVED BY REED SECONDED BY HOCHSTATTER TO CONFIRM THE REAPPOINTMENT OF TREVOR SUTTON TO THE SUMNER LODGING TAX ADVISORY COMMITTEE FOR A TERM OF ONE-YEAR.

PASSED BY VOICE VOTE.

Reappointment to the Sumner Lodging Tax Advisory Committee – Burke

MOVED BY REED SECONDED BY BITETTO TO CONFIRM THE REAPPOINTMENT OF DEAN BURKE TO THE SUMNER LODGING TAX ADVISORY COMMITTEE FOR A TERM OF ONE-YEAR.

PASSED BY VOICE VOTE.

Ordinance No. 2766 – Amending Sumner Municipal Code Sections 9.46 & 9.47: Unlawful Race Attendance / Stay Out of Areas of Racing

MOVED BITETTO SECONDED BY BROWN TO ADOPT ORDINANCE NO. 2766 – AMENDING SUMNER MUNICIPAL CODE SECTIONS 9.46 & 9.47.

Police Chief Brad Moericke addressed the Council.

Ordinance Number 2766 would amend sections 9.46 and 9.47 of the Sumner Municipal Code, by expanding the designation of "no racing" zones and updating the current definition of an "unlawful race event".

PASSED BY VOICE VOTE.

Ordinance No. 2767 – Amending Sumner Municipal Code 10.68.020: Impoundment Without Prior Notice

MOVED BY BITETTO SECONDED BY BROWN TO ADOPT ORDINANCE NO. 2767 – AMENDING SUMNER MUNICIPAL CODE 10.68.020: IMPOUNDMENT WITHOUT PRIOR NOTICE.

Police Chief Moericke addressed the Council.

This Ordinance would amend current SMC 10.68.020 and would allow police officers to impound the

automobile of a driver arrested for Racing/Reckless Driving RCW 46.61.500.

Discussion/clarification ensued.

PASSED BY VOICE VOTE.

Ordinance No. 2768 – Amending Sumner Municipal Code 9.16.045: Possession or Use of Dangerous Drugs

MOVED BY BITETTO SECONDED BY BROWN TO ADOPT ORDINANCE NO. 2768 – AMENDING SUMNER MUNICIPAL CODE 9.16.045: POSSESSION OR USE OF DANGEROUS DRUGS.

Police Chief Moericke addressed the Council.

In February 2021 the Washington State Supreme Court ruled that the state's felony prohibition on the possession of controlled substances (RCW 69.50.4013) was unconstitutional. SMC 9.16.045 also prohibits the possession or use of dangerous drugs and this Ordinance would amend our current code in a manner that is consistent with and is not in conflict with the ruling in *State of Washington v. Blake* (No. 96873-0) or the regulations outlined in Chapter 69.50 RCW.

Discussion ensued.

PASSED BY VOICE VOTE 5-1, WITH COUNCILMEMBERS HOCHSTATTER, BITETTO, HAYDEN, REED AND BROWN VOTING YES. COUNCILMEMBER NEUMAN VOTED NO.

Ordinance No. 2769 -Amending Sumner Municipal Code 9.20: Drug Paraphernalia

MOVED BY BITETTO SECONDED BY REED TO ADOPT ORDINANCE NO. 2769 – AMENDING SUMNER MUNICIPAL CODE 9.20: DRUG PARAPHERNALIA

Police Chief Moericke addressed the Council.

Due to a recent WA Supreme Court case decision the City Council desires to adopt a new code section that prohibits the knowing possession of drug paraphernalia in a manner that is consistent with and is not in conflict with the ruling in *State of Washington v. Blake* (No. 96873-0) or the regulations outlined in Chapter 69.50 RCW.

Council asked clarifying questions.

PASSED BY VOICE VOTE.

Ordinance No. 2770 – Fence Regulations Update

MOVED BY HAYDEN SECONDED BY BROWN TO ADOPT ORDINANCE NO. 2770, AS RECOMMENDED BY PLANNING COMMISSION MARCH 4, 2021

Associate Planner Ann Siegenthaler

This agenda item is for an update to the City's fence regulations. In January 2021, the City received a request to relax current standards for security fencing, particularly for fence height, barbed wire, and electrified fencing. Staff has prepared a draft ordinance, which focuses on the Interchange Commercial zone and Industrial zones. The goal of the proposed regulations is to establish minimum standards for

fences in order to promote safe operations and security at Sumner businesses, while protecting the safety of the general public and the aesthetic assets of the community.

The CD Committee in January 2021 recommended allowing electric fencing in Interchange Commercial and Industrial zones, and increasing allowed fence height to 10 feet. On March 4, 2021, the Planning Commission held a public hearing on the proposed regulations and, after testimony (from a fence company), recommended approval with minor changes. Staff has incorporated those minor changes in the attached draft ordinance.

PASSED BY VOICE VOTE.

COUNCILMEMBER NEUMAN MOTIONED TO RECONSIDER ORDINANCE NO. 2767 – AMENDING SUMNER MUNICIPAL CODE 10.68.202: IMPOUNDMENT WITHOUT PRIOR NOTICE. SECONDED BY REED.

PASSED BY VOICE VOTE 5-1 WITH COUNCILMEMBERS BITETTO, HAYDEN HOCHSTATTER, BROWN AND REED VOTING YES. COUNCILMEMBER NEUMAN VOTING NO.

Ordinance No. 265 – Renaming the Arts Commission

MOVED BY HAYDEN SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2765 CHANGING THE NAME OF THE ARTS COMMISSION AND UPDATING THE PURPOSE STATEMENT.

City Administrator Jason Wilson addressed the Council.

The City of Sumner Arts Commission was created in 2000 in response to work on the Sumner Comprehensive Plan and community members asking for more artistic and cultural programming and opportunity. Staff is recommending that the Arts Commission be renamed the Sumner Cultural Arts Commission and update the purpose statement to recognize how art and culture go hand-in-hand and to encourage a greater diversity of cultures and that is reflective of Sumner's demographics and to make it clear that Sumner's events will be welcoming and inclusive to all walks of life.

PASSED BY VOICE VOTE.

COUNCIL REPORT

Deputy Mayor Hayden attended the Association of Washington Cities and Towns meeting for Mayor Pugh. One topic of discussion was regarding the 2020 Census. Washington state rated #2 for self-reporting and Pierce County rated #2 in the state for self-reporting.

Councilmember Reed thanked the Animal Control Officers for their hard workday in and day out. He continued and thanked the volunteer commissioners for all the work they do which keeps the City moving in the great direction that it is going. He also reminded the public that if they have concerns/questions/comments to attend the council meetings or reach out to the council. This week he has been noticing a lot of items flying around on social media which he as a councilmember was not aware of. The City does not monitor private groups. He ended his comments with Go ZAGS!

Councilmember Bitetto thanked the parks and police departments for the work they do monitoring the trails. She has recently begun walking on the trail and noticed not only how well-maintained it is, but how safe it is as well.

Councilmember Neuman shared two items. First, she congratulated the Sumner and Bonney Lake Food Banks on their new director Stacey Crnich and is very excited to see what direction she will take the organizations. She ended her remarks with a reminder about Covid-19 shots being available to all. She feels encouraged that we will achieve herd immunity and the freedom that will come with it.

Councilmember Brown had no reports tonight.

Councilmember Hochstatter asked Michelle Converse to have the prompt sheet printed and put in her box. She also complimented Administrative Services Director Jeff Steffens on his behind-the-scenes work keeping the meetings going. She appreciates his upbeat, positive attitude.

CITY ADMINISTRATOR

City Administrator Jason Wilson reported to Council the following:

Upcoming Policy Issues:

- Next Week's Study Session
 - South Sound Housing Affordability Partnership Agreement
 - Housing Action Plan
 - University of Washington Main Street Visioning Project
 - East Sumner Neighborhood 2020 Update
- Next Regular Council Meeting on April 19th
 - Resolution adopting an ILA with the City of Pacific for Stewart Road Funding
 - Multiple commission appointments
 - Resolution creating an American Rescue Plan Council Committee
 - Resolution adopting an ILA with the City of Bonney Lake for Fire Permit Review Services
 - Resolution amending our ILA with East Pierce Fire & Rescue
 - Ordinance for a Quarterly Budget Amendment

Personnel Issues:

- Summer Seasonal positions in parks, shops and cemetery are now open. Visit our website to apply.
- Professional internships through the SEED program are being finalized this week.

Significant Development Activity:

- Peterbilt broke ground last week.
- Triad Machinery is through the SEPA process and will have a Conditional Use Permit hearing tomorrow.
- The Kincaid Mixed Use AKA Red Apple project has submitted their SEPA paperwork.

Miscellaneous:

- There are several vaccine clinics being hosted in Sumner over the next month. Please watch the Tacoma Pierce County Health Department's website for announcements and registration.
- Per the State Guidelines City Hall remains closed. We continue to assist customers by appointment or via online services. In preparation for changing guidance, we are developing a reopening plan that will gradually increase staffing while providing limited public hours. Additional work is being done on our telework policy to expand telework options in the future.

MAYOR REPORT

Enjoys seeing Council pet appearances during the meetings. He had no additional comments.

EXECUTIVE SESSION

There was none scheduled.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 7:15pm. Councilmembers concurred.

ATTEST:

William L. Pugh, Mayor

Michelle Converse, CMC City Clerk

Draft

SUMNER CITY COUNCIL
Minutes – Study Session
April 12, 2021

As a result of the Governor’s “Healthy Washington-Roadmap to Recovery” order, the Sumner City Council held its study session virtually via ZOOM meetings with Mayor William L. Pugh presiding.

Mayor Pugh called the meeting to order at 6:00pm.

Councilmembers present: Brown, Hamilton, Hayden, Hochstatter, Neuman and Reed.

Staff present: City Administrator Jason Wilson, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Communications Director Carmen Palmer (left at 6:05pm), Community Development Director Ryan Windish, City Attorney Andrea Marquez, Assistant City Attorney Christy Palmer and Associate Planner Ann Siegenthaler

REGULAR BUSINESS

1. South Sound Housing Affordability Partnership
2. Housing Action Plan – Planning Commission Recommendation
3. Main Street Visioning Presentation from Winter Quarter
4. East Sumner Neighborhood - Rezoning

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 8:06pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor William L. Pugh

SUBJECT: Approval of checks and electronic payment in the amount of \$1,133,898.10.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Financials

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee 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: 25460	To: 25577	\$451,905.95*
AP Electronic (EFTs) Payments:	From: 223	To: 226	\$150,280.66
AP Wire(s):	From: 15090	To: 15097	\$5,519.09
Payroll DD Numbers:	From: 48084	To: 48207, 3891	\$291,526.89
Payroll Check(s):	From: N/A	To: N/A	\$0.00
Payroll Wire(s):	From: 3831, 3889-3890	To: 3892-3897	\$234,665.51
TOTAL			\$1,133,898.10

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.

DocuSigned by:

Kassandra Raymond

4/12/2021 | 10:13 AM PDT

Chief Financial Officer

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$1,133,898.10 this 5th day of April 2021.

DocuSigned by:

[Signature]

4/12/2021 | 10:40 AM PDT

Chair

Date

DocuSigned by:

Barbara Bitetto

4/12/2021 | 5:38 PM PDT

Member

Date

Member

Date

* Includes \$1,034.95 in Use Tax and (\$-0-) in Check Voids

SUBJECT: Appointment to the Forestry & Parks Commission - Austin

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Austin Ashli Application

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking confirmation of new Forestry & Parks Commission member, Ashli Austin.

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

Ashli lives in Sumner with her family and enjoys the community's parks and trails. She is excited to share her passion for the outdoors living a green lifestyle.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 4/19/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Ashli Austin to the Forestry & Parks Commission to a term expiring April 30, 2025..



COMMISSION APPLICATION FOR APPOINTMENT

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

Please fill out electronically or print clearly.

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☒ PARKS/FORESTRY ☐ PLANNING

Name: Ashli Austin

Contact Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Customer Portfolio Manager - REI

Education: Bachelors of Arts - Communication & Business Administration. CAPM Certification

Professional and / or Community Involvement:

Apart of the Women's Network at my previous companies (Alaska, Zillow & REI); i lead the Racial Equity Diversity & Inclusion Initiatives at REI, Was Co-Chair of Alaska Airlines Green Team for two years

Why are you interested in serving on this commission?

My husband and i haved lived in Sumner for over 10 years, are raising two wonderful children within this community and are very fond of our small town home of Sumner. It is important that we teach our children the meaning of community, what it is and how to be apart of it. I have been looking at ways to add value here and was delighted to see the signs at Loyalty Park seeking a volunteer for Foresty & Parks Commission. Living a green life is something i've had passion and joy planning and executing throughout my professional and personal career and would love to be able to give back to my own community through this commission.

Have you previously served on a City commission?

☐ Yes

☒ No

If yes, which one(s):

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

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

OR fax to: 253-299-5509

OR email: michellec@sumnerwa.gov

Applicant' Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Appointment to the Forestry & Parks Commission - Crawford

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Jennifer Crawford Application

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking confirmation of new Forestry & Parks Commission member, Jennifer Crawford.

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

Jennifer lives in Sumner with her family and enjoys the community's parks and trails. She wants to ensure the parks and trails able to be accessed and enjoyed by all. .

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 4/19/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Jennifer Crawford to the Forestry & Parks Commission to a term expiring April 30, 2025..



COMMISSION APPLICATION

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

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☒ PARKS/FORESTRY ☐ PLANNING ☐ PUBLIC SAFETY

Name: Jennifer Crawford

Contact Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

US EPA Physical Scientist / Superfund Remedial Project Manager

Education: BS Environmental Science / Toxicology

Professional and / or Community Involvement:

Professionally, I have supported various community contamination/cleanup projects, enforcement, inspections, citizen communication, restoration and sampling/analysis for 16 years.

Why are you interested in serving on this commission?

I desire to be more involved in my community and have a better understanding of the local government process. I live next to a park and have an inherent interest to ensure that beloved Sumner parks and forests are available for enjoyment and access by all. My husband and I grew up close by (he on Thompson) and are raising our son here in town. We love living in Sumner. I would enjoy the opportunity to serve the community in a volunteer capacity on the parks and forestry commission.

Have you previously served on a City commission?

☐ Yes

☒ No

If yes, which one(s):

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

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

OR email: michellec@sumnerwa.gov

Jennifer Crawford

Digitally signed by Crawford,
Jennifer
Date: 2021.02.18 08:49:44 -08'00'

Applicant's Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Appointment to the Forestry & Parks Commission - Dexter

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Dexter Amelia Application

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking confirmation of new Forestry & Parks Commission member, Amelia Dexter.

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

Amelia lives in Sumner with her family and enjoys the community's parks and trails. She is excited to share her passion for the outdoors and preserving open space as Sumner continues to grow rapidly.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 4/19/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Amelia Dexter to the Forestry & Parks Commission to a term expiring April 30, 2025..

COMMISSION APPLICATION

SUBJECT: Appointment to the Forestry & Parks Commission - Hoard

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Matthew Hoard Application

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking confirmation of new Forestry & Parks Commission member, Matthew Hoard.

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

Matthew lives in Sumner with his wife and enjoys walking and jogging throughout our trails and parks. He is excited to share his passion for the outdoors while addressing issues such as green space and walkability for the community.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Matthew Hoard to the Forestry & Parks Commission to a term expiring April 30, 2025.



COMMISSION APPLICATION

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

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☒ PARKS/FORESTRY ☐ PLANNING ☐ PUBLIC SAFETY

Name: Matthew Hoard

Contact Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Special Forces Soldier, US Army

Education: 110 credits completed towards BA in Transportation and Logistics Management

Professional and / or Community Involvement:

Nothing formal. Have previously volunteered for park and stream clean programs.

Why are you interested in serving on this commission?

Having lived in Sumner for the last 2 years my wife and I truly enjoy spending time walking and jogging around Sumner. I've always wanted to find a volunteer position that my wife and I feel strongly about supporting and this is a perfect fit.

Have you previously served on a City commission?

☐ Yes

☒ No

If yes, which one(s):

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

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

OR email: michellec@sumnerwa.gov

HOARD.MATTHEW.ANDREW.127
0371988

Digitally signed by
HOARD.MATTHEW.ANDREW.1270371988
Date: 2021.02.18 09:33:26 -08'00'

Applicant's Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Appointment to the Forestry & Parks Commission - Huffington

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Michael Huffington Application

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking confirmation of new Forestry & Parks Commission member, Michael Huffington.

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

Michael lives in Sumner where he enjoys the community's parks and trails. He is an avid hiker and cyclist and looks forward to sharing his insight into our systems and connectivity.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 4/19/2021 COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Michael Huffington to the Forestry & Parks Commission to a term expiring April 30, 2025..



COMMISSION APPLICATION

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

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☐ PARKS/FORESTRY ☐ PLANNING ☐ PUBLIC SAFETY

Name: Michael Huffington

Contact Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

physical therapist

Education: Doctor of Physical Therapy

Professional and / or Community Involvement:

Washington Trails Association

Why are you interested in serving on this commission?

I am an avid hiker and cyclist. I like all things that get me out into nature and really enjoy our trails and parks within Sumner. I also am a sports physical therapist and work with a lot of youth and adult athletes who utilize our recreational facilities. I would love to be involved in helping to plan our trail system, parks, and recreational facilities.

Have you previously served on a City commission?

☐ Yes

☒ No

If yes, which one(s):

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

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

OR email: michellec@sumnerwa.gov

Applicant' Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Appointment to the Forestry & Parks Commission - Johnson

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Johnson LaTeefah Application

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking confirmation of new Forestry & Parks Commission member, LaTeefah Johnson.

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

LaTeefah lives in Sumner and enjoys the community's parks and trails. She wants to make a positive impact in the community and make sure our decisions create positive outcomes.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 4/19/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of LaTeefah Johnson to the Forestry & Parks Commission to a term expiring April 30, 2025..



COMMISSION APPLICATION

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

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☐ PARKS/FORESTRY ☐ PLANNING ☐ PUBLIC SAFETY

Name: LaTeefah Johnson Contact Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Contractor

Education: Some College

Professional and / or Community Involvement:

Experiential Marketing

Why are you interested in serving on this commission?

Great opportunity to be apart of the community, and have a voice in the city I live within. Also hope to learn more about and other ways to help within the city and how to get more involved.

Have you previously served on a City commission? ☐ Yes ☒ No

If yes, which one(s):

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

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

OR email: michellec@sumnerwa.gov

A handwritten signature in black ink, appearing to read "LaTeefah Johnson", is written over a horizontal line.

Applicant' Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Reappointment to the Forestry & Parks Commission - Elfers

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking reappointment for Forestry & Parks Commission member, Andy Elfers.

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

Andy lives in Sumner with his family. They enjoy the community's parks and wants to ensure their future.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 4/19/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Reappoint Andy Elfers to the Forestry & Parks Commission to a term expiring April 30, 2025.

SUBJECT: Reappointment to the Forestry & Parks Commission - Haase

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking reappointment for Forestry & Parks Commission member, Theresa Haase

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

Theresa grew up in Sumner and still lives nearby. She enjoys volunteering and serving the Sumner community. She is passionate about maintaining the outdoors and safe places for children to grow and play while maintaining Sumner's charm.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 4/19/2021 COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

Reappoint Theresa Haase to the Forestry & Parks Commission to a term expiring April 30, 2025..

SUBJECT: Appointment to the Sumner Planning Commission - Bowman**CATEGORY:** Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Carla Bowman Application

STAFF CONTACT: Ann Siegenthaler, Associate Planner, Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The Sumner Planning Commission is made up of 7 members who serve in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including: Reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations.

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

Ms. Bowman, now retired, brings her vast business background and leadership skills to the Commission. She understands the business and revenue aspects of managing growth, and is interested guiding the positive growth of the community. Ms. Bowman has lived in Sumner for 3 years.

Mayor Pugh recommends appointing Carla Bowman to fill one of the open Planning Commission seats.

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

Confirm appointment of Carla Bowman to the Sumner Planning Commission for a term beginning in April 2021 and expiring in April 2025.



COMMISSION APPLICATION

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

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☐ PARKS/FORESTRY ☒ PLANNING ☐ PUBLIC SAFETY

Name: Carla Bowman

Occupation (if retired, please indicate former occupation or profession): retired - Former Sr. Leader Boeing; Company President at Triumph Gear Systems; Vice President Environmental, health & Safety, Quality, OPEX, modernization at Aviation Technical Service
Education: High School Diploma, some college, numerous certifications

Professional and / or Community Involvement:

Board member Eikon Church

Why are you interested in serving on this commission? We live in Sumner + love it. Growth is imminent. I would like to participate in the positive growth of the town. I would like to contribute in a positive manner to help out, where I can. I recently retired + feel this would be a great place to use my energy.

Have you previously served on a City commission? ☐ Yes ☒ No

If yes, which one(s): _____

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

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

OR email: michellec@sumnerwa.gov

Applicant's Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Appointment to the Sumner Planning Commission - Isaacs

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Mark Isaacs Application
-

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The Sumner Planning Commission is made up of 7 members who serve in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including: Reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations.

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

Mr. Isaacs has roots in Sumner as a SHS graduate, and now works for the school district. He teaches and coaches. In addition to his interest in building a better community for kids, he is interested in affordable housing, the environment, economic development, and transit/traffic issues.

Mayor Pugh recommends appointing Mark Isaacs to fill one of the open Planning Commission seats.

COUNCIL COMMITTEE/STUDY SESSION: n/a
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Mark Isaacs to the Sumner Planning Commission for a term beginning in April 2021 and expiring in April 2025.



COMMISSION APPLICATION

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

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☐ PARKS/FORESTRY ☐ PLANNING ☐ PUBLIC SAFETY

Name: Mark Isaacs

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

Teacher at Maple Lawn Elementary

Education: Masters of Education from Pepperdine University

Professional and / or Community Involvement:

Sumner Parks-n-Rec Coach (volunteer coach), Teacher & Coach for the Sumner School District (13 years), Come Walk With Me participant

Why are you interested in serving on this commission?

I am interested in serving on the commission to help with input regarding affordable housing, the environment, economic development, transit and mitigating traffic congestion. I would love the opportunity to add value and contribute to the commission.

Have you previously served on a City commission?

☐ Yes

☒ No

If yes, which one(s): _____

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

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

OR email: michellec@sumnerwa.gov

Applicant' Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Appointment to the Sumner Planning Commission - Locke

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Kelly Locke Application

STAFF CONTACT: Ryan Windish, Community Development Director, Ann Siegenthaler, Associate Planner

SUMMARY BACKGROUND:

The Sumner Planning Commission is made up of 7 members who serve in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including: Reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations.

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

Ms. Locke is a life-long resident of Sumner. She has watched the area grow, and is interested in participating in efforts that help guide the community. Ms. Locke has a background in property management and political science, which will bring valuable insights into Planning Commission discussions.

Mayor Pugh recommends appointing Kelly Locke to fill one of the open Planning Commission seats.

COUNCIL COMMITTEE/STUDY SESSION: n/a
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Kelly Locke to the Sumner Planning Commission for a term beginning in April 2021 and expiring in April 2025.



COMMISSION APPLICATION

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

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☐ PARKS/FORESTRY ☐ PLANNING ☐ PUBLIC SAFETY

Name: Kelly Locke

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

Property Management (HOA's and Condos) Small Business Owner

Education: Master's in Politics (NYU), BA in Politics & Psych (UW)

Professional and / or Community Involvement:

I attend professional property management meetings but nothing community related.

Why are you interested in serving on this commission?

I've lived in Sumner for the majority of my life. I attended it's schools from Daffodil Elementary (before it sank) to Sumner High School. I've had the advantage of watching Sumner and the surrounding areas grow and develop. I'm excited about the idea of learning more about the upcoming plans for the city and would live to give input wherever I can.

Have you previously served on a City commission?

☐ Yes

☒ No

If yes, which one(s): _____

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

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

OR email: michellec@sumnerwa.gov

Applicant' Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Cultural Arts Commission Appointment - Mellen

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Sheila Mellen Application

STAFF CONTACT: Lana Hoover, Community Engagement Specialist

SUMMARY BACKGROUND:

Mayor Pugh is seeking the appointment of Shelia Mellen to the Sumner Cultural Arts Commission.

The Sumner Cultural Arts Commission consists of no more than 15 members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and shall serve a four-year term without compensation. The Cultural Arts Commission provides leadership in promoting art appreciation and creative expression in diverse visual, literary, cultural, and performing arts in Sumner.

Ms. Mellen is a resident of Sumner, and believes that a thriving arts program adds to the community.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the Mayor's recommendation and appoint Ms. Mellen to the Sumner Cultural Arts Commission for a three-year appointment with a term ending April 2024.

SUBJECT: Resolution No. 1579 - Interlocal Agreement with Bonney Lake for Fire Permit Review Services

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$300,840

Within Budget Allocation: Yes

ATTACHMENTS:

1. Resolution No. 1579 - ILA with Bonney Lake for Fire Permit Review

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

In 2019 East Pierce Fire and Rescue (EPFR) contacted the municipalities within its jurisdiction about the desire to adopt a full cost recovery model for fire prevention services. Fire prevention services primarily involve the review of building permits to ensure compliance with fire and life safety requirements. The proposed model would have aligned all of the EPFR's municipalities under a similar permit fee schedule. The current fire permit fee is 35% of the overall building permit fee. Of the fees collected, the city remits 70% to EPFR and retains 30% for administrative overhead. The proposed model would have increased the permit review fees to 40% and require 100% be remitted to the EPFR. Additionally, EPFR proposed collecting fees for pre-application meetings and special event permit meetings, which are currently a free service offered by the city. Staff analyzed the financial impact of the proposed financial model and determined that it would be more cost and operational beneficial to explore alternatives to fire permit review.

The City of Bonney Lake conducted a similar review and determined that it would also be in their best interest to explore alternatives. Both cities met and developed a plan to share an employee who will be responsible for fire plan review in both cities. Sumner will serve as the lead agency, employing and supervising the shared employee. Costs for the employee will be split using per capita and value of New Construction and Improvements (NC&I), both weighted at 50%. NC&I is used because it reflects the amount of permit activity. For 2021 expenses will be split 52% Sumner and 48% Bonney Lake. Start up costs will be shared equally and are estimated to be approximately \$40,000 including a vehicle. The proposed Interlocal Agreement also establishes several operational conditions..

There is no negative financial impact to the 2021-22 budget. Fire permit revenues and Bonney Lake's contributions fully cover all costs associated with the position.

This Interlocal agreement should be considered in conjunction with the revised Interlocal agreement with East Pierce Fire and Rescue, as it removes fire plan review and investigation services.

Staff's full analysis and recommendation was reviewed by the Community Development and Finance and Personnel Committee earlier this year, and received a do-pass recommendation from the Finance and Personnel Committee on April 14th.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee

MEETING/STUDY SESSION DATE: 4/14/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1579 authorizing the Mayor to enter into an Interlocal agreement between the City of Sumner and City of Bonney Lake related to fire review services in a form as approved by the City Attorney.

RESOLUTION NO. 1579
CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE
MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SUMNER AND THE CITY OF BONNEY LAKE FOR FIRE PERMIT REVIEW SERVICES.**

WHEREAS, the Parties are “public agencies” as defined by the Interlocal Cooperation Act, Chapter 39.34 RCW, and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and for the provision of mutually beneficial or economically efficient services and facilities; and

WHEREAS, the Parties currently both receive fire review of submitted permit applications/plans from East Pierce Fire and Rescue, who has expressed a desire to adopt a new fee schedule for fire review services that is not beneficial to the Parties’ taxpayers; and

WHEREAS, the Cities have similar plan/permit fire review needs and each Party can realize certain economies from sharing resources, thereby providing savings to taxpayers through contracting for shared services; and

WHEREAS, Sumner agrees to hire and manage a full-time employee capable of performing plan/permit fire review services, and Bonney Lake agrees to compensate Sumner for its proportionate share of said building inspector for the services offered and performed on its behalf under this Agreement; and

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Bonney Lake for fire permit review services, 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.

ADOPTED AND APPROVED this 19th day of April, 2021.

Attest:

William L. Pugh, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF
SUMNER AND THE CITY OF BONNEY LAKE
FOR
FIRE REVIEW SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the City of Sumner, a Washington municipal corporation ("Sumner"), and the City of Bonney Lake, a Washington municipal corporation ("Bonney Lake"), (collectively, the "Parties" or "Cities" or in the singular "Party" or "City).

WHEREAS, the Parties are "public agencies" as defined by the Interlocal Cooperation Act, Chapter 39.34 RCW, and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and for the provision of mutually beneficial or economically efficient services and facilities; and

WHEREAS, the Parties currently both receive fire review of submitted permit applications/plans from East Pierce Fire and Rescue, who has expressed a desire to adopt a new fee schedule for fire review services that is not beneficial to the Parties' taxpayers; and

WHEREAS, the Cities have similar plan/permit fire review needs and each Party can realize certain economies from sharing resources, thereby providing savings to taxpayers through contracting for shared services; and

WHEREAS, Sumner agrees to hire and manage a full-time employee capable of performing plan/permit fire review services, and Bonney Lake agrees to compensate Sumner for its proportionate share of said building inspector for the services offered and performed on its behalf under this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

AGREEMENT

- 1. Purpose.** It is the purpose of this Agreement to enable the Parties to take advantage of economies of scale by sharing the costs of an employee to conduct fire permit plan review and associated inspections.
- 2. Term of Agreement.** This Agreement shall become effective as of the date this Agreement is approved by the City Councils of Sumner and Bonney Lake. Unless terminated pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until December 31, 2026. This Agreement shall thereafter automatically renew for additional two (2) year terms, unless earlier terminated subject to the requirements of this agreement.
- 3. Sumner Responsibilities.** Sumner agrees to the following:
 - 3.1 Employee.** Sumner shall advertise for, and hire, one full time employee to perform plan/permit fire review services (hereinafter referred to as the "Plan Reviewer"). Bonney Lake will be afforded the opportunity to participate in the Plan Reviewer selection process. The Plan Reviewer's duties are outlined on the attached Exhibit A. Sumner represents and warrants that the Plan Reviewer hired will have and maintain the requisite

licensing, certification, training, skill, and experience necessary to provide the services offered under this Agreement. Sumner agrees to consider Bonney Lake's requirements, and the requirements of this agreement, in selecting and hiring the Plan Reviewer. Sumner shall maintain complete discretion over, and shall be solely responsible for, the Plan Reviewer's wages, schedule, benefits, management, review, retention and equipment. The Plan Reviewer shall remain under the direct supervision of the City of Sumner, with the job duties and performance subject only to Sumner's applicable rules and regulations, including Sumner's personnel policies. Bonney Lake shall not have any managerial authority or control over the Plan Reviewer, subject only to the limited input solicited through section 3.4 below.

The Plan Reviewer shall be exclusively an employee of the City of Sumner, and no employee, independent contractor or agency relationship shall be formed with Bonney Lake by virtue of this agreement, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of fire plan review services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City of Sumner under any applicable law, rule, or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

3.2 Transportation. Sumner shall provide the Plan Reviewer with an insured City-issued vehicle to be used during any site inspection necessary to carry out the duties of the position for either Bonney Lake or Sumner inspections. The vehicle will display the names or images of both Sumner and Bonney Lake.

3.3 Cost Allocation. Employee costs including but not limited to wages, benefits, training, and supplies shall split using per capita and value of New Construction and Improvements (NC&I) both weighted at 50% on an annual basis.

2021 cost allocations are as follows:

	2020 OFM Population for 2021	% of total population	Weighted at 50%	2020 NC&I for Tax Year 2021	% of NC&I	Weighted at 50%	Cost Share Pop + NC&I
Sumner	10,360	33%	16%	\$ 140,736,860	71%	36%	52%
Bonney Lake	21,390	67%	34%	\$ 56,154,300	29%	14%	48%
Combined	31,750	100%	50%	\$ 196,891,160	100%	50%	100%

The per capita proportion shall be adjusted January 1st of each year based on the previous April's OFM population estimate.

The NC&I proportion shall be adjusted January 1st of each year based on the final certification of assessed values provided by the Pierce County Assessor.

Indirect costs, including but not limited to information technology, fleet maintenance, liability insurance and vehicle replacement shall also be shared on a proportional per capita basis. Recurring costs shall be paid in accordance with Section 5 of this Agreement.

Initial startup costs for a vehicle, laptop, monitor, cell phone shall be shared equally at 50%.

- 3.4 Plan Review turnaround.** The Plan Reviewer will use best efforts to review submitted plans, provide comments, and conduct any necessary inspections in accordance with Bonney Lake's standard review practices/timelines, but in no event longer than 45 days after receipt of the plan. In the case of substantial backlog, Plan Reviewer shall have the discretion to prioritize their review services in the order in which the plan was submitted, irrespective of whether the plan is for a Sumner or a Bonney Lake permit.

Bonney Lake shall have authority to establish procedural and time limitations of the Plan Reviewer to ensure the services meet the approval of Bonney Lake. The Plan Reviewer's performance of work for Bonney Lake shall be subject to Bonney Lake's general rights of inspection and review to secure the satisfactory completion thereof. In the event of any concern related to the performance of the Plan Reviewer, or the Plan Reviewer's compliance with Bonney Lake's standard review practices/timelines, the City of Bonney Lake shall submit its concern in writing to the Sumner Development Services Director who shall thereafter work with Bonney Lake in good faith to remedy the issue.

4. Bonney Lake Responsibilities. Bonney Lake agrees to the following:

- 4.1 Permit Fees.** Bonney Lake shall collect any applicable permit review fees relevant to permit review conducted by the employee for projects that are within the City of Bonney Lake. No permit fees shall be remitted to Sumner.
- 4.2 Timely Reimbursement.** Bonney Lake shall reimburse Sumner for Bonney Lake's proportion of the Plan Reviewer's Service Fees in accordance with Section 5, below.
- 4.3 Workspace/Technology Access.** Bonney Lake shall provide the employee access to a city facility where the Plan Reviewer can conduct fire plan reviews and meet with applicants. This workspace will be secondary to the Plan Reviewer's workspace at Sumner City Hall, and shall include at a minimum, a workspace, access to wireless internet and an electrical outlet to charge a laptop.

Bonney Lake shall provide access and training to any software needed for the employee to perform fire review services in Bonney Lake.

- 4.4 Establish Standard Review Practices/Timelines.** Bonney Lake may establish and set forth any procedural or timeline specific expectations that will apply to the Plan Reviewer's provision of services to Bonney Lake. In the absence of such procedures/time limits, the Plan Reviewer shall approach, consider and conduct Bonney Lake plan reviews in the same or substantially similar way they approach Sumner plan reviews.

5. Payment and Funding. Bonney Lake agrees to pay the City of Sumner for the Plan Reviewer's Service Fees pursuant to the following.

- 5.1 Reimbursement.** Sumner shall invoice Bonney Lake on a quarterly basis for its proportionate share of actual costs incurred under Section 3.3. Within thirty (30) days of receipt of each quarter's invoice, Bonney Lake shall remit payment to Sumner. Payments that are more than thirty (30) days late shall accrue interest at the maximum allowable legal rate. Payment due to the City of Sumner shall be mailed to:

City of Sumner
Finance Department
1104 Maple St., Suite 200
Sumner, WA 98390

- 5.2** The City of Sumner shall maintain adequate records to support billings for services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after completion of this Agreement, or in accordance with the State records retention schedule, whichever is longer. Bonney Lake or its authorized representatives shall have access, during normal working hours, to any Sumner books, documents, papers or records which directly relate to this Agreement.
- 5.3** **Billing Disputes.** In the event there is a dispute regarding an invoiced amount by Sumner, the Parties shall make every effort to resolve such dispute by mutual agreement. In the event there is no mutually agreed resolution to the dispute, the Parties shall forward the dispute to each Party's City Administrator for resolution. In the event there is no resolution after review by the Parties' City Administrator, within sixty (60) days the Parties shall seek mediation through a mutually agreed mediation service and each Party shall bear its own costs for mediation. If mediation is unsuccessful, or if either Party fails to cooperate with seeking mediation in a timely manner, either Party may pursue any legal remedy available from a court of competent jurisdiction. Alternatively, an unsuccessful mediation shall be grounds for either Party to terminate this Agreement upon thirty (30) days notice.

6. Termination.

- 6.1** **Termination by Notice.** Either Party may terminate its participation in this Agreement by providing the other Party with one-hundred and eighty (180) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement through to the effective termination date.
- 6.2** **Termination by Mutual Written Agreement.** This Agreement may be terminated in its entirety at any time by a written agreement executed by both of the Parties.
- 6.3** **Termination for Breach.** Either Party may terminate its participation in this Agreement for material breach of the terms of this Agreement upon thirty (30) days advance written notice to the other Party, provided that disputes regarding billing statements shall be handled pursuant to Subsection 5.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 5.3. Prior to termination for material breach, the non-breaching Party shall provide the other Party notice of the breach and a reasonable opportunity to cure.

- 7. Indemnification and Insurance.** Each party to this Agreement shall indemnify, defend and hold the other party and its officers, directors, agents, employees, representatives, vendors, subcontractors and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees, court costs, and disbursements, that the other party may incur or pay out by reason of the Plan Reviewer's performance of work for that Party. For example, if the Plan Reviewer commits an allegedly negligent or willful act while conducting plan review activities for Sumner, Sumner shall indemnify, defend, and hold Bonney Lake

harmless, and vice versa. Each Party shall provide defense and indemnity for the Plan Reviewer pursuant to their municipal codes (BLMC Chap. 2.52 and SMC 2.118) for acts occurring during the Plan Reviewer's performance of work for that Party. The provisions of this section (Indemnification) shall survive the expiration or earlier termination of this Agreement.

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

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

7.3 Each Party shall maintain customary insurance sufficient to cover liabilities resulting from the Permit Reviewer's performance of duties under this Agreement.

8. Public Records. Each Party shall be responsible for fulfilling public records requests received by that Party, and shall use best practices in doing so, including providing the fullest assistance to requesters. The Parties shall cooperate and help each other in fulfilling requests to the extent such cooperation will assist the parties in discharging their duties under the Public Records Act, Chap. 42.56 RCW. Because the Parties are engaged in a joint enterprise, the sharing of records shall not waive the attorney/client or work product privileges that would otherwise apply.

9. Miscellaneous

9.1 Notices. Notwithstanding Subsections 3.4 and 4.3 herein, notices provided pursuant to this Agreement shall be provided in writing to the person and address indicated below. Notices shall be deemed delivered three (3) days after placement of the notice in the U.S. Mail, first class postage pre-paid. Courtesy copies of notices may be provided via email transmission but shall not constitute delivery of written notice as set forth herein.

City of Sumner
Development Services Director
1104 Maple Street
Sumner, WA 98390

City of Bonney Lake
Public Services Director
9002 Main Street East, Suite 300
P.O Box 7380
Bonney Lake, WA 98391

9.2 Non-waiver of Breach. The failure of either Party to insist upon strict Performance of any of the covenants and agreements contained in this Agreement 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.

- 9.3 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Should litigation be sought, suits shall be filed exclusively under the venue, rules, and jurisdiction of the Pierce County Superior Court, Pierce County, Washington.
- 9.4 Assignment.** This Agreement is not assignable by either Party, in whole or in part.
- 9.5 Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by a majority of the City Council of each city, provided that if the Parties mutually agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change.
- 9.6 Compliance with Laws.** Both Parties agree to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 9.6.1 Nondiscrimination in Employment.** In the performance of this Agreement, neither Party will discriminate against any employee on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, nor other basis prohibited by state or federal law unless based upon a bona fide occupational qualification. Both Parties shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.
- 9.6.2 Nondiscrimination in Services.** Neither Party will discriminate against any recipient of any Services provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, nor other basis prohibited by state or federal law.
- 9.7 Entire Agreement.** The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written, of any officer, employee, or other representative of each party and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- 9.8 Severability.** If any provision of this Agreement, in whole or in part, is adjudicated to be invalid, such action shall not affect the validity of any provision not so adjudicated.
- 9.9 Interpretation.** The legal presumption that an ambiguous term of this Agreement should be interpreted against the Party who prepared the Agreement shall not apply.
- 9.10 No Third Party Beneficiaries.** This Agreement is between the Parties only and is not meant to benefit any third party.

IN WITNESS WHEREOF, the Parties below execute this Agreement, which shall become effective pursuant to the terms of Section 3, herein.

City of Bonney Lake: By: _____ (signature) Print Name: Neil Johnson Its Mayor DATE: _____	City of Sumner: By: _____ (signature) Print Name: William L. Pugh Its Mayor DATE: _____
ATTESTED BY: _____ City Clerk _____ APPROVED AS TO FORM ONLY: _____ Kathleen Haggard, City Attorney	ATTESTED BY: _____ City Clerk _____ APPROVED AS TO FORM ONLY: _____ Andrea Marquez, City Attorney

EXHIBIT A

PLAN REVIEWER ESSENTIAL JOB DUTIES

- Provides for the plan review and inspection phase of land use/commercial project development to identify potential fire hazards; serves as technical advisor for fire code compliance for commercial and land use inspection.
- Performs inspection of new and existing commercial and residential building premises and building structures for fire hazards and conformance with City and State fire codes, related laws and ordinances.
- Ensure compliance with the International Fire Code as amended by Sumner Municipal Code Chapter 15.24 and Bonney Lake Municipal Code Chapter 15.16.
- Conducts technical site plan review, to include reviewing plans for underground pipe system, building plans, sprinkler plans, fire alarm plans, and suppression system plans.
- Perform fire prevention and life safety inspections in accordance with the International Fire Code.
- Inspects plats, short plats, and business license applications for compliance with fire and building codes and related laws, and ordinances.
- Schedules and coordinates required fire inspections as appropriate; coordinates permit process with appropriate departmental staff at the City of Sumner and the City of Bonney Lake using applicable permitting software.
- Receives, responds to and investigates complaints regarding violations of fire code; provides direction to comply accordingly; takes enforcement action if conditions are not brought to code.
- Reviews site conditions with applicants and/or their consultants to provide options for compliance with applicable regulations related to fire safety.
- Inspects new structures with respect to the construction and maintenance of required life/safety systems and elements to ensure compliance with adopted codes.
- Performs technical fire plan review for all commercial structures and land use permits to determine code compliance and to establish permit conditions.
- Prepares correspondence and fire inspection reports.
- Assists staff in determining occupancy requirements and provides guidance.
- Reviews and inspects special event applications regarding fire safety.
- Monitors the status of permits and performs follow-up contact on projects as needed.
- Discusses items of a sensitive or complex nature with the Department Director.
- Provides new addressing and corrects addressing issues that are discovered.
- Responds to inquiries and complaints concerning plan checks, inspections, and interpretation of codes relating to building construction and permits.
- Issues stop work orders for work commencing without building permits or not in compliance with building codes.
- Follow/adhere to all city policies and procedures, and safety program regulations and requirements.
- Fire Plan review for commercial, multifamily, residential fire sprinkler and associated alarms, civil, plats, etc. projects.
- Field inspections for commercial, multifamily, residential fire sprinkler and associated alarms, civil, plats, etc. projects.

SUBJECT: Resolution No. 1580 - Interlocal Agreement with East Pierce Fire and Rescue

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1580 - East Pierce Fire & Rescue Interlocal Agreement

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

In 2009 the City entered into an Interlocal Agreement with East Pierce Fire and Rescue (EPFR) outlining several post annexation issues related to property and services. The ILA has been amended administratively several times and by council in 2020 when the Station Lane Parking Lot was acquired by EPFR. As part of the proposed changes related to fire permit plan review, staff and EPFR felt it was time to amend the ILA to better reflect the current services and property ownership matters.

The significant changes in this agreement include:

- The City is responsible for Emergency Management (administrative amendment in 2013).
- Fully releases city's interest in fire apparatus.
- Removes references to Fire Permit Review work by EPFR.
- Removes references to 24th Street Bridge over the White River.
- Removes references to previously planned and executed training burns.
- Removes the City's ex-officio board of commissioners membership.
- Removes requirement for district participation in annual community events.

There are no changes to the provisions related to the real property (Fire Station and Station Lane Parking Lot), antique Kenworth Fire Engine, or pre-existing pension and medical obligations.

This item was reviewed by the Finance and Personnel Committee and received a do-pass recommendation.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee

MEETING/STUDY SESSION DATE: 4/14/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1580 authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and East Pierce Fire and Rescue related to post annexation fire services and asset ownership in a form as approved by the City Attorney.

RESOLUTION NO. 1580

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND EAST PIERCE FIRE AND RESCUE RELATED TO POST ANNEXATION SERVICES AND ASSET OWNERSHIP.

WHEREAS, the Parties are “public agencies” as defined by the Interlocal Cooperation Act, Chapter 39.34 RCW, and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and for the provision of mutually beneficial or economically efficient services and facilities; and

WHEREAS, the City petitioned to annex into the District and an annexation election before the voters of the District and the City was ratified by the voters on April 22, 2008; and

WHEREAS, the Parties entered into an Interlocal Agreement in 2009 to address post annexation issues regarding the on-going relationship between the two organizations, capital equipment and facilities ownership and standards for communication; and

WHEREAS, the Parties agree that it is necessary to replace the 2009 Interlocal Agreement with this updated agreement; and

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and East Pierce Fire and Rescue outlining post annexation services and asset ownership, 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.

ADOPTED AND APPROVED this 19th day of April, 2021.

Attest:

William L. Pugh, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SUMNER
AND
EAST PIERCE FIRE AND RESCUE
(FORMERLY PCFPD NO. 22)**

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF SUMNER, a Washington State municipal corporation (hereinafter referred to as "the City") and EAST PIERCE FIRE and RESCUE, a Washington State municipal corporation (hereinafter referred to as "The District")(collectively referred to herein as the "Parties"), and in conformity with the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, the City petitioned to annex into the District and an annexation election before the voters of the District and the City was ratified by the voters on April 22, 2008; and

WHEREAS, the Parties entered into an Interlocal Agreement in 2009 to address post annexation issues regarding the on-going relationship between the two organizations, capital equipment and facilities ownership and standards for communication; and

WHEREAS, the Parties agree that it is necessary to replace the 2009 Interlocal Agreement with this updated agreement; and

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, is the Parties hereby agree as follows:

I. GENERAL PROVISIONS

A. Term

This agreement shall have a term of fifteen (15) years after the effective date hereof, provided that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The Parties may review the terms of this agreement at least sixty (60) days before the end of each year during the Term to determine if changes need to be made.

B. Termination

Either Party may terminate this agreement during the term of this agreement, or any renewal term, with or without cause, by providing 90 days written notice to the other Party. Section III, below, shall strictly survive termination, and any conveyance or sale of the buildings and equipment after the effective date of termination shall be pursuant to the terms of that section.

C. Additional Agreements

The City Administrator and the District Fire Chief may periodically execute additional agreements to implement the terms of this Interlocal Agreement consistent with the spirit and purpose of collaborative inter-governmental efficiency and sharing of resources.

II. EFFECTIVE DATE

This agreement shall become effective on July 1, 2021 after being adopted by both parties

and remain in effect until renewed or terminated pursuant to the provisions herein.

III. BUILDINGS AND EQUIPMENT

A. Fire Station Building and Property

The City transferred title to the real property commonly known as 800 Harrison St., Sumner, consisting of a fire station building and the underlying property (the “Property”), at no cost to the District for as long as the District uses it for the provision of fire and medical services to the City. The conveyance deed through which the City transferred title to the Property to the District includes a reversionary clause providing that if the Property is no longer being used by the District to deliver fire and medical services to the City, the land and building will automatically revert back to the City at no cost, and EPFR agrees to execute any and all documents necessary to effectuate this reversion. While the Property is being used for the provision of fire and medical services to the City, the District has the sole responsibility to maintain and operate the building and grounds in good working order, which shall mean at a minimum keeping the property and building (1) insured and (2) free from structural damage, encumbrances or liens.

In 2020, the City transferred to the District, by intergovernmental disposition, parcel no. 0420243182, commonly known as the Station Lane Parking Lot, for the purchase price of Two Hundred One Thousand, Seven Hundred Fifty Dollars and 00/100 (\$201,750.00)(the “Parking Lot Property”). The Parking Lot Property became part of the overall property that shall revert back to the City at such time as the District ceases to use the property and building for the provision of fire and medical services to the City, except that the City shall pay to the District the agreed value of the Parking Lot Property at the time of any future reversion. “Agreed Value” for the purposes of this agreement, shall mean \$213,439.00 for a period of ten (10) years expiring September 1, 2030, after which date the agreed value shall mean the fair market value of the Parking Lot Property as determined by a certified appraiser who shall be mutually agreed-upon by the Parties. EPFR agrees to execute any and all documents necessary to effectuate this conveyance.

B. Kenworth Fire Engine

The City of Sumner Kenworth Fire Engine (Serial No. 331135581, license plate 2386MX) shall remain the property of the City who shall be responsible for housing and maintaining it, and shall have complete discretion about whether, or how, to retain ownership. The Parties will coordinate use of the Engine for community events.

C. Other Apparatus

The District has titles to, and shall continue to own and maintain, the following vehicles:

- Simon Aerial Ladder Truck #4S7AW4298XCO29453
- Pierce Dash Fire Engine #4P1CDO1H27A006870

The City retains no financial or property interest in the above listed vehicles. Any future decisions regarding the use or surplus of the vehicles is the sole discretion of the district.

All other apparatus listed in the now-replaced 2009 Interlocal Agreement between the
Parties

have already been surplus by the District and City.

IV. SUCCESSORS AND ASSIGNS

The City shall allow the assignment or succession of this Agreement without approval of the Sumner City Council so long as any successor or assignee provides the City with the same level of services provided by the District, and on the same terms and conditions outlined herein.

V. DISPUTE RESOLUTION

This Agreement shall allow for either party to reopen specific contract provisions for re-negotiation by giving the other party ninety (90) days written notice. The written notice shall specify the provision to be negotiated and the requested change. If the parties cannot come to resolution through staff-to-staff negotiations, then the Parties may engage in alternative dispute resolution processes in the following order: (1) first through mediation with a mediator mutually chosen by the Parties, or if the Parties shall be unable to agree, through the mediation services of JAMS; (2) the dispute shall be referred to and arbitrator mutually chose by the Parties, who shall render a binding decision subject to RCW 7.04A.

VI. MISCELLANEOUS PROVISIONS

A. No Waivers

This Agreement does not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege or doctrine by the conduct of any Party be construed to apply to any other Party.

B. Modification

This Agreement may be modified only with the written consent of both Parties.

C. Governing Law

This Agreement is entered into under the laws of the State of Washington. If it becomes necessary to interpret any of the Agreement's terms, it is the intent of the Parties that the laws of the State of Washington shall apply.

D. Binding Effect

This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, legatees, representatives, attorneys, successors, transferees, and assigns.

E. Severability

If any provision of this Agreement is deemed by law to be void, invalid or inoperative for any reason, that provision will be deemed modified to the extent necessary to make it valid

and operative or, if it cannot be so modified, then such provision will be deemed severed from this Agreement, with the remaining Agreement continuing in full force and effect as if the Agreement had been signed with the void, invalid or inoperative provision eliminated.

F. Entire Agreement/Counterparts

This Agreement contains the entire agreement between the Parties as to its subject matter. There are no third-party beneficiaries to this Agreement. This Agreement may be signed in any number of multiple counterparts, through original and/or facsimile signature, each of which will be considered to be a duplicate original, and will be considered to be one and the same instrument.

G. Pre-existing Pension and Medical Obligations

The City shall retain responsibility for any and all costs and liabilities related to pre-LEOFF and LEOFF I retirees including, the pension and medical costs of all pre-LEOFF and the medical costs of all LEOFF I retirees. Any trust revenues will remain property of the City.

H. District Consultation

The City shall consult with the District when planning City-hosted events, and while reviewing and approving applications for Special Event permits that may affect emergency operations. This consultation shall be at no cost to the City or Special Event Applicant.

The District will provide operational subject matter expertise for building permit plan review on an as needed basis, as requested by the City. The purpose of this is to allow the District to provide input on operational preferences that are not specifically outlined in the International Fire Code or International Building Code. This consultation shall be at no cost to the City or Permit Applicant.

I. Impact Fees

If, at any point during the term of this agreement, the District adopts Fire Impact Fees, prior to their implementation, the Parties agree to meet and agree to terms regarding how the fees will be adopted and collected.

CITY OF SUMNER

William L. Pugh, Mayor

Jason Wilson, City Administrator

Approved as to form

EAST PIERCE FIRE & RESCUE

Commissioner

Commissioner

Commissioner

Commissioner

Andrea Marquez, City Attorney

Attest:

Michelle Converse, City Clerk Date

Commissioner

Commissioner

Commissioner

Attest:

District Secretary Date

Approved as to Form:

District Attorney

SUBJECT: Agreement with Avidex for Council Chambers Audio / Visual Upgrade**CATEGORY:** Motion

BUDGET IMPACT:

Expenditure Required: \$175,000

Within Budget Allocation: Included in the 2021 Q1 Budget
Amendment

ATTACHMENTS:

1. City of Sumner Phase 2 Build Council Chambers Conference Room AV Systems 210090

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The COVID-19 pandemic has changed the way the City does business as well as interacts with the public. A prime example of this shift has been our pivot to hosting Council Meetings and Study Sessions in a "virtual" environment. This change has increased the public's ability to access our meetings and interact with the City. As part of our remodel of the Council Chambers, the City has made it a priority to ensure that future in-person meetings would have a virtual component. Additionally changes to OPMA are also being considered by the State Legislature that would strongly encourage government agencies to provide virtual attendance and testimony capabilities (ESHB 1329).

Using Washington State Department of Enterprise Service's Master Contract list, the City Desires to enter into an agreement with Avidex for an Audio and Visual upgrade of the City Council Chambers and First Floor Conference Room. The contract includes display monitors, microphones, speakers, software, installation, training and support.

Avidex is an industry leader in providing Audio/Visual solutions to local governments having worked with both Pierce and King counties as well as the Cities of Burien, Redmond. The Avidex team also worked directly with PCTV in designing our system so the the City could leverage their existing camera technology.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee**MEETING/STUDY SESSION DATE:** 4/14/2021**COMMITTEE RECOMMENDATION:** Do-pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to enter into an agreement with Avidex for an A/V upgrade to the City Council Chambers.

City of Sumner
PHASE 2
Council Chambers and Conference Room
Audiovisual Systems Build

AUDIOVISUAL SOLUTION PROPOSAL

210090

Version 1



STATE OF WASHINGTON
DES MASTER CONTRACT NO. 03418

Submitted by

Dave Crace
dcrace@avidex.com
425-274-7916



13555 Bel-Red Road, Suite #226 | Bellevue, WA 98005 | 425.643.0330

AVIDEX INDUSTRIES, LLC
WA Limited Energy License AVIDEIL963CZ

1

April 8, 2021

Confidential

210090

City of Sumner
PHASE 2

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INTRODUCTION

For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and the City of Sumner shall be referred to as “Client”.

Our work will be completed at the Client’s location, 1104 Maple Street., Sumner, WA. 98390, in the following rooms/spaces:

- Council Chambers
- Conference Room

OVERVIEW

Based on the design meetings held with the Client and PCTV, Avidex has developed the following proposal to provide audio video (AV) systems in the rooms outlined above.

It is important to affirm the requirements for the new audio video systems installed in the spaces listed above. The implemented solution needs to meet specific performance goals.

Any new system must be:

- Technically capable of supporting the intended uses.
- Reliable for the users to not require excessive support.
- Simple to operate and easy to use for all who interact with it.
- Cost-effective both in deployment and long-term operation

Systems must provide for the following considerations:

- Consistent interface for easier user recognition
- Flexible implementations capable of adapting to future technology choices.
- Compatibility with IT direction of Unified Communications
- The ability for all users to see and understand what is being presented.
- Allow control of how the image(s) are presented and allocated to the display space.

Collaboration is a key element of the Client’s methodology. The Council Chambers and Conference room are spaces designed to facilitate this collaboration. Whether the collaboration occurs locally within these rooms or with remote participants, the free flow of information and ideas is important to the success of the meetings held in these spaces. Within the overall framework of collaboration, the goals outlined above become the primary drivers of technology selection and use.

PROJECT SUMMARY

This proposal describes the audio-video implementations for the Council Chambers and Conference Room.

The following are the requirements as a result of the design contract in discussions with the Client and PCTV, along with some recommendations based on product research and evaluation. The requirements detailed here assure that the solutions described later in this document are consistent with the needs expressed during the design meetings.

COUNCIL CHAMBERS

Overview

The Client is currently underway with remodeling the Council Chambers. The new remodel involves changing the room orientation so that the new front of the space is facing the opposite direction from the original orientation. The construction includes building a new platform and Dais, in addition to electrical, data, and other related work. The space is approximately 40'Lx39'W with 9' suspended ceiling.

To support the remodeled Council Chambers a new audiovisual system has been developed. The new system is in support of general presentation needs, both wired and wireless, Zoom Unified Communications (UC), and Audio-Conferencing (ATC) to include the following:

Display

To provide the ability for the participants to see a presentation or UC session, large format 4K flat panel displays are planned. The design has been developed around providing and installing (1) 98" diagonal 4K LED LCD professional flat panel display mounted on the wall behind the dais. Due to audience sightlines this display will be mounted as close to the 9' ACT ceiling as possible. During construction, the windows behind the Dais will be covered or removed with the necessary backing and wall construction provided by others to support wall mounting this display. To support mayor – council members – staff viewing, one (1) identical 98" diagonal flat panel will be installed on the back wall, also as high as the ACT will allow. Due to sightline obstructions created by the support columns, as well as to serve as a primary display for study sessions and other meetings where participants are on the main floor, one (1) additional 98" diagonal display will be mounted on the south far side wall, also as high as the ceiling will allow.

Video

To support the presentation needs for the council meetings and other events the video portion of the system has been developed around installing an AV over IP solution utilizing one (1) new PoE+ managed gigabit switch to support AV input, output and control to the three (3) wall mounted displays, as well as an over-flow feed into the Conference Room OFE display as outlined below.

AV presentation connections include:

- City Clerk PC
 - HDMI connection
 - Movable furniture to stage left of the dais.
 - Provide AV disconnects on the dais side panel.
- Staff Table PC
 - HDMI connection
 - Located at the rear wall.
 - This is the only dedicated PC with support for hosting Zoom calls.
- Lectern Laptop or BYOD
 - HDMI connection
 - AV disconnect plate co-located with the City Clerk station.
- Wireless BYOD devices
 - Wireless BYOD devices for presentation and to support a UC Zoom meeting while in a Study Session
 - Study Session is intended to use the side wall display via the BYOD wireless device, which has been provisioned with a dedicated UC camera due to sightlines and locations of PCTV cameras.
 - Audio to support Study Sessions and UC conferencing is by re-location of the wireless conferencing units from the Dais positions.

The above sources are able to be matrixed using a PoE+ gigabit switch located in the equipment rack. The matrixing of video will provide the ability to show the same or different content on each of the flat panel displays in the Chambers and overflow to the Conference Room.

Lighting for Video Conferencing & Broadcast

Avidex is recommending a conferencing lighting solution to provide for optimal lighting in support of PCTV broadcasts and UC Zoom meetings. This system will tie into the AV control system to allow the system to be on/off as needed. The system is comprised of 5+1 aimable fixtures positioned in front of the dais and clerk stations. Due to the high-voltage requirement, Avidex will provide the fixtures and Dimmer modules to be installed and connected by others.

Cameras

To support UC, Zoom video conferencing at the Staff Table PC, the proposed solution leverages the existing PCTV cameras to cover the council members and staff seated participants during a UC Zoom meeting. The cameras will be upgraded with software to support a network video feed that will be routed and controlled by the AV system to an adapter connected to the OFE Staff PC. Locations of cameras are being determined by PCTV, and Avidex will assist with camera relocation under a separate contract to PCTV.

Audio – Conferencing

There are eight (8) new wireless gooseneck conferencing stations at the dais. This system supports both UC Zoom and ATC SIP/POTS conferencing. The system base station has a local speaker that is provided a “mix-minus” audio of all stations less itself as well as program audio, thereby providing a personal audio reinforcement to the council members. This is in addition to the audio from the conferencing system being routed to the speakers over the audience section. In addition, the conferencing solution provides for voting support that can be displayed via the system web interface. Display of the vote would simply require a PC connected to the AV system to log into the conferencing access point (AP) web browser and have its video routed via the AV network.

Audio – Wireless Microphones

The eight (8) channel wireless microphone solution is comprised of three (3) new wireless handheld microphones with stands for the clerk station, (1) new wireless handheld microphone with stand at the lectern for guest comments and two (2) wireless handheld microphones with stands for use at the staff table. The system supports two (2) additional wireless microphone transmitters in the future. These microphones are part of the UC Zoom session audio and local reinforcement.

Audio – Study Session

For audio support of a study session where the tables are in front of the dais, the wireless conferencing stations will be re-located from the dais to the study session tables. This audio will be in support of a UC Zoom call during these sessions as well as the aforementioned “mix-minus” audio.

Video – Study Session

For content video support during a study session, the wireless BYOD device will be utilized. Up to six (6) participants can connect and display content via this device to be displayed on the side wall monitor. As an added functional benefit, the wireless device

allows a limited number of additional participants to join the same session with their BYOD devices in order to have the displayed content mirrored back to their device, giving them a “personal” monitor. This allows for ease of viewing content on either display. This wireless video sharing device is also the method to support UC Zoom study sessions meetings.

Camera – UC Zoom Study Session

The PCTV’s cameras are located to cover the dais and audience in support of PCTV broadcast and general council chambers UC Zoom calls. This results in an additional camera to support the sign lines resulting from the seating and display arrangement for study sessions. This camera will be located directly beneath the side wall display, which will be mounted as high as possible to allow the camera to be mounted as close to seated height position as possible. This camera is not tied into the PCTV system, but instead is native to the AV network audio processor for ease of implementation with the wireless BYOD device used for UC Zoom study sessions.

Audio – Processing

To support the microphone and program audio, the system will include (1) new audio digital signal processor (DSP), (1) new multi-zone amplifier, and (12) ceiling speakers. Having zones for the speakers is to support limited voice lift from the microphone systems, in conjunction with the conferencing solutions integrated mix-minus base stations. To support recording and archival of audio, a solid state recorder is provided. The recorder supports recording to both SD card (two slots, 32GB ea.) and USB storage media. The unit can be configured for ‘dual’ simultaneous recording to both formats or ‘relay/cascade’ recording where longer recording times are needed.

Control

To support control of the system, one (1) new 10” wired touch panel will be located at the staff table. A back-up operator solution via an OFE iPad/Tablet is available as needed.

Count-down Timer

The countdown timer is a function of the control system, which will deploy one (1) 7” wired touch panel at the lectern and one (1) 7” wired touch panel at the Mayor location. The main wired touch panel at the staff table will be able to set up / control the count-down timer functions. The ability to set up / control the count-down timer can also be mirrored on the Mayor’s touch panel.

Equipment Rack (Located in adjacent control room)

The existing OFE equipment rack will be re-used for the new AV system. Power distribution will be upgraded to accepted installation standards.

ADA Compliant Assistive Listening, (ALS)

The City decommissioned their existing ALS RF system, which will be replaced with a new RF system to function and perform as before. The new system also supports the future implementation of BYOD devices when or if the time comes for this to be beneficial for the City's staff and its citizens.

Pierce County Television, PCTV

PCTV cameras and support equipment are part of the currently installed broadcast system. The AV design leverages these components to be used in support of UC Zoom conferencing hosted by the Staff Table PC.

The design upgrades the OFE PCTV cameras with software to support network streaming video that will be incorporated into the AV system. The AV system will also be provided an SDI + audio feed of PCTV's program output.

PCTV in turn will be provided a 1080p/30 SDI feed of the presentation content along with a balance analog audio feed of program, microphone, and Zoom conference far side audio for incorporation into their broadcast.

During a Council Meeting when PCTV has an operator onsite, the PCTV SDI program video and audio feed will be used to support UC Zoom calls and thereby mirror what PCTV is broadcasting.

To support UC, Zoom conferences when PCTV is not broadcasting, the PCTV camera streams are available on the AV network for routing to the Staff PC independent of the PCTV program output.

Please note that control of PCTV cameras is a simultaneous function of the PCTV system and the AV control system, so care will need to be taken to not interfere with PCTV operation when they are "in-house" and broadcasting.

CONFERENCE ROOM

In the Conference Room, the existing display will be provided a video + audio feed (HDMI) from the Council Chambers for overflow. At this time, there is no provision to get video + audio from the Conference Room back into the Council Chambers, but the system can support this requirement in the future should the need arise.

To support UC, Zoom meetings in the Conference Room, a simplified solution has been developed to provide the necessary video and audio pick up of participants to an OFE dedicated PC located in the existing credenza.

The UC conferencing camera will mount beneath the display and connect directly to the OFE PC via an active USB extension cable. Control of the camera is via the provided IR remote control.

The UC conferencing audio microphone solution is a ceiling mounted digital steerable array that will allow pick up of participants at the table and seated along the inside wall. The mic array will be installed in a hard-lid mount. This mount requires a 2' x 2' framed opening to be provided by others. Once installed, the mount has a hinged frame for serviceability.

It is understood there is an accessible path for cabling from above the ceiling and behind the display to the credenza location.

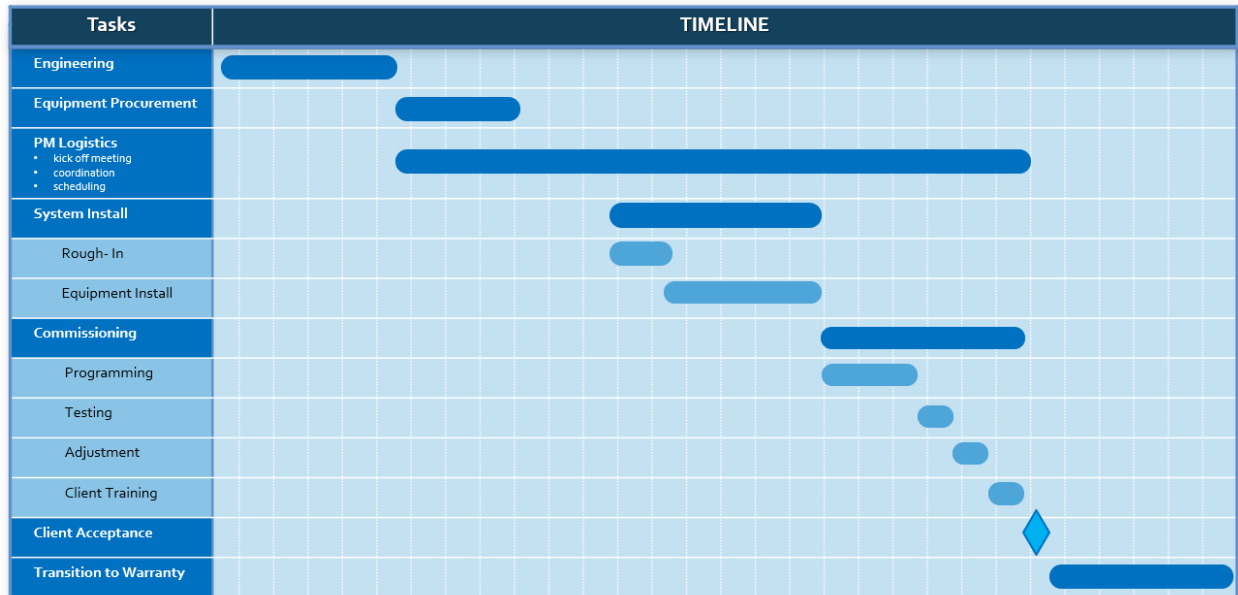
Room audio is provided by the OFE sound system already installed and connected to the OFE PC, etc.

Selection of sources on the display, i.e., PC for presentation or UC, overflow from the Council Chambers, etc. is via the OFE remote provided with the OFE display.

Audio control for UC is via an auto-mixer/DSP incorporated into the microphone array, with UC far side and local volume control a function of the applications running on the OFE PC.

SCHEDULE

Avidex will work with the City of Sumner to finalize a schedule that meets the implementation requirements of the project. The chart below identifies various phases in the overall process. Please note that each job is unique and will have its own installation schedule that will be agreed upon between Avidex and the client.



This project is anticipated to take approximately 8 week(s) from receipt of a valid Purchase Order or an executed contract referring to this proposal document. This is not a guarantee of delivery or installation time. Actual delivery and installation schedules will be finalized after receipt of the purchase order and mobilization payment.

PRICING

COUNCIL CHAMBER AUDIOVISUAL SYSTEM

EQUIPMENT AND MATERIALS	\$80,335.65
MANUFACTURER EQUIPMENT AND SOFTWARE MAINTENANCE	\$1,682.00
TECHNICAL SERVICES – includes project administration, project management, on-site installation, design & engineering, senior design engineering, CAD, programming, field engineering, system testing, training, G&A and New System Warranty. This proposal includes non-union labor for all activities.	\$49,976.20
PROJECT SUBTOTAL	<u>\$131,994.05</u>
SHIPPING - *Ground shipping included per DES contract.	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$12,275.45
PROJECT TOTAL	<u>\$144,269.50</u>

CONFERENCE ROOM AUDIOVISUAL SYSTEM

EQUIPMENT AND MATERIALS	\$6,858.55
TECHNICAL SERVICES – includes project administrator, project manager, on-site installation, senior design engineer, CAD, field engineering, system testing, G&A and New System Warranty. This proposal includes non-union labor for all activities.	\$9,909.08
PROJECT SUBTOTAL	<u>\$16,767.63</u>
SHIPPING - *Ground shipping included per DES contract.	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$1,559.39
PROJECT TOTAL	<u>\$18,327.02</u>

LIGHTING FOR VIDEO CONFERENCING & BROADCAST

EQUIPMENT AND MATERIALS	\$7,692.36
TECHNICAL SERVICES – includes project management, on-site installation, senior design engineer, CAD, programming, G&A and New System Warranty. This proposal includes non-union labor for all activities.	\$4,044.52
PROJECT SUBTOTAL	\$11,696.88
SHIPPING - *Ground shipping included per DES contract.	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$1,087.81
PROJECT TOTAL	\$12,784.69
TOTAL PROJECT	\$175,381.21

360° ESSENTIAL SERVICE PLAN OPTIONS

360° SERVICE PLAN - 1 Year Essential Plan	\$8,398.00
360° SERVICE PLAN - 2 Year Essential Plan	\$16,795.00
360° SERVICE PLAN - 3 Year Essential Plan	\$25,193.00

DES STATE MASTER CONTRACT NO. 03418 PRICING

Equipment Pricing

Equipment pricing will be calculated on a 13.00% cost plus mark-up based on the manufacturer's current published dealer unit cost.

- Shipping and Handling (Ground Delivery) included.
- Avidex will accept returned equipment within 30 days of delivery in original factory sealed packaging and may be subject to manufacturer re-stocking fees.

2. Hourly Rates

Hourly not to exceed service rates to be used to support design engineering, CAD drafting, project management, control system programming, wiring, cabling, installation, and training.

Electronic Technician – 200% of Prevailing Wage Hourly Rate (Installation)

PRICING – LEASE OPTION

The lease pricing below is an estimate only, subject to final credit review and approval. If this finance option is selected, this proposal shall become the Statement of Work (SoW) and shall be incorporated into a formal agreement between Client and Avidex's client financing partner, CSI Leasing, Inc.

Amount Financed: TBD

Lease Term: TBD

Lease Type: TBD

Monthly Payment: TBD

Payments: Monthly

At the end of the lease, Client will have the option to extend, rewrite, buy out, or return equipment on an asset level, depending on the lease type selected. All buy out and lease extension pricing is based on fair market value.

Lease Type Definitions

- **Fair Market Value (FMV)** is an operating lease. At the end of term, Client has the option to purchase the Avidex-provided system at fair market value, return the equipment, or refresh to new equipment under a new lease.
- **\$1 Buyout** is a capital lease. At the end of term, Client purchases the Avidex-provided system for \$1.00.

A specific lease contract with full terms and conditions will be provided and executed for either lease option.

TECHNICAL SERVICES

The integration process incorporates everything needed to provide a complete, “turn-key” audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as outlined within this document.

Avidex follows industry-certified and documented processes which have been proven successful in assuring that each system is installed as intended.

The following describes our scope of work and project deliverables for Integration Services.

PROJECT MANAGEMENT

- Responsible for client communication throughout the project duration.
- Coordinate all activities with designated client representative.
- Avidex will participate in meetings as required to complete the project and coordinate with other trades.
- Monitor project implementation.
- Provide scheduling for and oversight of the Avidex team.
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project.
- Coordinate any site conditions that may necessitate audiovisual system changes.
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration.
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems.
- Verify project completion.
 - Confirm completion of system testing.
 - Assure completion of any punch list items.

ENGINEERING

- Prepare all system documentation necessary for the installation of the project.
- Provide and implement control systems programming.
- Test and debug system.
- Oversee final systems testing and commissioning.
- Adjust and balance system settings.
- Mark and record final system settings.
- Assure the finished system meets the design criteria and functions per the developed content.

CONTROL SYSTEM PROGRAMMING

- Create AV control system code.
- Design and create user interface (UI).
- Test and debug control system.

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables.
- Install structural mounting systems for all audio-visual equipment.
- Mount and terminate all AV connection plates.
- Install all AV equipment.
- Site clean-up and trash disposal, etc.
- Assure that all installed systems are operating as proposed.
- Assist engineering with systems testing and debugging.
- Provide or assist in providing end-user training.

TRAINING & DOCUMENTATION

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide the users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system

Documentation will include record drawings and manufacturer's equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer. A laminated operation 'cheat sheet' that outlines common usage for end users will be provided.

Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation.

PROVISIONS

- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by the client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Client's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, and is not used as a result of any customer changes to the design, or refused by the client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% of the sales price restocking fee, plus any incurred freight.
- The agreed upon completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by the Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex's control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00AM and 5:00PM. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a credit and contract term review, an approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall be proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching, or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of client furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing

NEW SYSTEM WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing
- Avidex will reinstall the repaired or replaced equipment and test the system
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty

Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage
- Repair of Client Furnished Equipment
- After hours 24x7 Helpdesk support
- Guaranteed on-site response time
- Remote system monitoring, management, and reporting
- Before- or after-hours on-site response
- Proactive support or preventive maintenance
- Training
- Spare or loaner equipment during equipment repair period
- Warranty coverage for client acts of negligence or misuse

360° SERVICE PLAN SM

Avidex recommends the Essential 360° Service Plan less remote monitoring for this project. Avidex 360° Service enhances the new systems warranty coverage with proactive support services for worry-free operation. See Appendix A for further details on the proposed 360° Service Plan.



360° Coverage	Essential	Advanced	Elite
Help Desk Support Availability	8x5*	24x7	24x7
Priority Call Response Time SLA	4 hours	2 hours	1 hour
Priority On-Site Response Time SLA	2 business days	1 business day	4 business hours*
RMA Management of OEM Hardware	•	•	•
Annual Preventive Maintenance & Reporting	One	One	One
Assigned Service Management with Escalation Access		•	•
On-Site AV Service Assurance Technician	Optional	Optional	Optional
Emergency Loaners for Business-Critical Devices			•
The below items: Remote Monitoring, Fault Detection, Analytics & Reporting of Devices may require the implementation of hardware and software applications. Refer to the proposed scope of work to confirm if these features have been included.			
Remote Monitoring with Fault Detect & Reporting	•	•	•
Remote Monitoring with Fault Diagnoses & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Management of Device Firmware, Configurations & Changes			•

* Standard Business Hours in Pacific Time

Initial Term and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 13555 Bel-Red Road, Bellevue, WA, 98005.

At any time within the current term or renewal period should adjustments in work responsibilities and/or price be deemed necessary, proposal and agreement revisions shall be exchanged between the parties, be mutually agreed upon in writing and once executed become part of the current Agreement or understanding between the parties.

PAYMENT TERMS

All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. This proposal is valid for 60 days from the date appearing on the cover page.

- Monthly progress invoices will be issued with net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

AUTHORIZATION TO PROCEED – INTEGRATION SERVICES

Avidex will begin the implementation phase of this project upon receipt of the client purchase order or executed contract referring to this proposal and the mobilization fee.

I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

☐ I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

_____	_____	04/8/2021
Name	Signature	Date

Client Approval:

_____	_____	_____
Client Name/Title	Signature	Date

Internal Avidex Approval:

_____	_____	_____
Name	Signature	Date

Attachments:

Terms & Conditions
Appendix A – Support Agreement
Appendix B – Equipment List

TERMS & CONDITIONS

The Terms & Conditions are based on State of Washington DES Master Contract No. 0318.

<https://apps.des.wa.gov/DESContracts/Home/ContractSummary/03418>

APPENDIX A: 360° SERVICE PLANSM

ESSENTIAL (INCLUDED AND PRICED AS AN OPTION)

Under Essential coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, uninstallation, and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

REACTIVE SUPPORT

Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number to report and request technical support for the integrated equipment.
- Operate during the standard Avidex business hours of Monday – Friday 8:00AM to 5:00PM Pacific Time except for Avidex holidays
- Respond to the initial support request within 4 business hours
- Contact the client to resolve the issue remotely to ensure the quickest possible resolution
- Use the integrated remote monitoring equipment to assist with fault detection and reporting, dependent upon the specific scope of the proposed project.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex working hours within two business days of the support request
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site.
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. All fees related to shipping are included.
- Provide a suitable replacement for defective equipment to ensure full system operability if an item is no longer repairable.
- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent.

Lamp Replacement:

- Labor (only) is covered under this support agreement.

PROACTIVE SUPPORT

Preventive Maintenance

- Avidex will perform periodic maintenance for your integrated audiovisual system including system check, cleaning, and tweaking of all appropriate equipment. Avidex will also provide a summary report detailing the status of the audiovisual system and troubleshoot and repair any discovered audiovisual problems.
- This proposal includes one (1) preventive maintenance visit per year of the agreement.
- Upon completion of each preventive maintenance visit, the Field Support Technician will conduct a system operations training session if requested.

SERVICES NOT PROVIDED UNDER THIS COVERAGE

- Repair to Client Furnished Equipment and/or components unless included in Appendix B
- Before or after-hours on-site support
- Repairs due to customer acts of negligence or misuse
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, display panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price
- Image burn-in caused by static images displayed over an extended period of time on any display device

APPENDIX B: EQUIPMENT LIST

COUNCIL CHAMBERS AV SYSTEM

<u>Display Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
PLANAR	QE9850	98" LARGE FORMAT 4K LCD DISPLAY	3	\$	10,085.25	\$30,255.75
ALPS	AV-03	SERVICE DISPLAY MOUNT	3	\$	508.50	\$ 1,525.50
Display Total						\$31,781.25
<u>Video Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
CRESTRON	DM-NVX-E30	ENCODER	4	\$	734.50	\$ 2,938.00
BIAMP	MODENA HUB +	WIRELESS SHARING	1	\$	1,073.50	\$ 1,073.50
UBIQUITI	ES-48-750W	NETWORK SWITCH	1	\$	1,091.82	\$ 1,091.82
CRESTRON	DM-NVX-D30	DECODER	4	\$	734.50	\$ 2,938.00
QSC	PTZ-12X72	PTZ CONFERENCING CAMERA	1	\$	2,825.00	\$ 2,825.00
AJA	HA5	HDMI TO SDI CONVERTER	1	\$	350.83	\$ 350.83
KILOVIEW	KVW-E1 NDI	HD 3G SDI TO NDI/HX2 ENCODER	1	\$	360.70	\$ 360.70
MAGEWELL	641500000	NDI/HX TO SDI CONVERTER	1	\$	337.87	\$ 337.87
AJA	UTAP SDI	SDI TO USB CONVERTER	1	\$	334.63	\$ 334.63
Video Total						\$12,250.35
<u>Audio Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
QSC	CORE110F	AUDIO DSP	1	\$	2,260.00	\$ 2,260.00
LEA	CONNECT 84D	AMPLIFIER	1	\$	1,241.87	\$ 1,241.87
DENON	DN-900R	AUDIO RECORDER	1	\$	553.70	\$ 553.70
LISTEN	LCS-121-01-D	WIFI/RF ADVANCED SYSTEM DANTE	1	\$	1,580.50	\$ 1,580.50
SONANCE	PS-C63RT	6.5" CEILING SPEAKER	12	\$	134.47	\$ 1,613.64
SHURE	MXCWAPT	ACCESS POINT - CONTROLLER	1	\$	2,825.00	\$ 2,825.00
SHURE	MXCW640	WIRELESS CONFERENCE UNIT	8	\$	1,128.87	\$ 9,030.96
SHURE	MXC416/C	CARDIOID GOOSENECK MIC	8	\$	163.85	\$ 1,310.80
SHURE	MXCWNC8	CHARGING STATION	1	\$	847.50	\$ 847.50
SHURE	MXW2/SM58	WIRELESS HH MIC	6	\$	446.35	\$ 2,678.10
SHURE	MXWAPT8=Z10	8 CH ACCESS POINT	1	\$	2,655.50	\$ 2,655.50
SHURE	MXWNC8	NETWORK CHARGING STATION	1	\$	1,384.25	\$ 1,384.25
ULTIMATE SUPPORT	JS-DMS50	DESK STAND	6	\$	8.58	\$ 51.48
Audio Total						\$28,033.30
<u>Control Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
CRESTRON	RMC4	CONTROL PROCESSOR	1	\$	565.00	\$ 565.00
CRESTRON	TS-1070-B-S	10" WIRED TOUCH PANEL	1	\$	1,695.00	\$ 1,695.00
CRESTRON	TS-770-B-S	7" WIRED TOUCH PANEL	2	\$	1,130.00	\$ 2,260.00
SOLITON	MAP2N	AP/ROUTER	1	\$	50.85	\$ 50.85
Control Total						\$ 4,570.85
<u>Rack & Accessories Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
APC	AP9562	RACK POWER	1	\$	79.50	\$ 79.50
Rack and Accessories Total						\$ 79.50
<u>Misc. Materials Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
Avidex	JBEQ1000	MISC MATERIALS, WIRING & CABLING	1	\$	3,620.40	\$ 3,620.40
Misc. Materials Total						\$ 3,620.40
Equipment Summary						
Display System						\$31,781.25
Video System						\$12,250.35
Audio System						\$28,033.30
Control System						\$ 4,570.85
Rack and Accessories						\$ 79.50
Misc. Materials						\$ 3,620.40
Equipment Subtotal						\$80,335.65
<u>Equipment & SFW Maintenance</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
NEWTEK	PPTZUCC	NDI/HX Upgrade for Panasonic Cameras	4	\$	329.00	\$ 1,316.00
QSC	SLQUD-110-P	UCI LICENSE	1	\$	122.00	\$ 122.00
QSC	SLQSE-110-P	SCRIPTING LICENSE	1	\$	244.00	\$ 244.00
Equipment & SFW Maintenance						\$ 1,682.00

CONFERENCE ROOM AV SYSTEM

<u>Display</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>OFE DISPLAY AND MOUNT - NO UPDATES</u>			\$ -	\$ -
					Display Total	\$ -
<u>Video</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>OFE DEDICATED PC CONNECTED TO DISPLAY - NO UPDATES</u>			\$ -	\$ -
CLEARONE	910-2100-004	PTZ camera with 12x optical Zoom, 1080P30 Full HD, USB	1		\$ 962.41	\$ 962.41
CLEARONE	910-2100-104	Wall mount for UNITE 150 camera	1		\$ 104.13	\$ 104.13
CLEARONE	910-2100-002	USB 3.0 Cable, to connect a Laptop with Converge Huddle or Unite camera	1		\$ 411.33	\$ 411.33
CRESTRON	DM-NVX-D30	DECODER	1		\$ 734.50	\$ 734.50
					Video Total	\$2,212.37
<u>Audio</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>OFE SOUND SYSTEM - NO UPDATES</u>				
SHURE		DIGITAL CEILING MICROPHONE ARRAY	1		\$ 3,388.87	\$ 3,388.87
AUDINATE		AES67 TO USB ADAPTER	1		\$ 103.90	\$ 103.90
SHURE		HARD CEILING MOUNT	1		\$ 180.80	\$ 180.80
					Audio Total	\$3,673.57
<u>Control</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>NO CONTROL SYSTEM - OFE DISPLAY - AV AMP REMOTE</u>				
UBIQUITI	ES-8-150W	NETWORK SWITCH	1		\$ 204.32	\$ 204.32
					Control Total	\$ 204.32
<u>Rack & Accessories</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>NO RACK UPGRADES - OFE CREDENZA</u>			\$ -	\$ -
					Rack and Accessories To	\$ -
<u>Misc. Materials</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
Avidex	JBEQ1000	MISC MATERIALS, WIRING & CABLING	1		\$ 768.29	\$ 768.29
					Misc. Materials Total	\$ 768.29
					Equipment Summary	
					Display System	\$ -
					Video System	\$2,212.37
					Audio System	\$3,673.57
					Control System	\$ 204.32
					Rack and Accessories	\$ -
					Misc. Materials	\$ 768.29
					Equipment Subtotal	\$6,858.55

LIGHTING FOR VIDEO CONFERENCING & BROADCAST

Lighting

<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Total</u>
BRIGHTLINE	QUOTE	LIGHTING FOR VIDEO CONFERENCING & BROADCAST	1	\$ 6,881.70	\$ 6,881.70
CRESTRON	DIN-4DIMFLV4	0-10V DIMMER MODULE	1	\$ 333.35	\$ 333.35
CRESTRON	DIN-PWS60	CRESNET POWER SUPPLY	1	\$ 118.65	\$ 118.65
MATERIALS	JBEQ1000	MISC MATERIALS & WIRING	1	\$ 358.66	\$ 358.66
Lighting Total					\$ 7,692.36

SUBJECT: Resolution No. 1581 - American Rescue Plan Council Committee

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1581 - American Rescue Plan Council Committee

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Last month Congress passed the \$1.9 trillion American Rescue Plan Act (ARPA). Under the plan, U.S. cities and towns will receive \$65.1 billion in direct and flexible funds. The funding will begin to arrive in the next couple of months and will be distributed in two installments, the first in 2021 and the second in 2022. Sumner is anticipated to receive \$2,270,241.

Cities can use the ARPA funding for: 1) Responding to the Covid-19 pandemic, 2) covering costs incurred from the public health emergency, 3) replacing lost, delayed, or decreased revenues due to Covid-19, 4) addressing the negative economic impacts on local businesses and nonprofits, and 5) making necessary investments in water, sewer, and broadband infrastructure.

At the March 22, 2021 study session, staff discussed with Council the idea of forming a temporary council committee with the purpose of working with staff to review and make formal recommendations to the full council for consideration. The Resolution before you tonight would create an American Rescue Plan committee and specify that it would operate under the current Council Rules of Procedure.

If the temporary committee is approved members will be chosen at the May 3, 2021 meeting.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 3/22/2021

COMMITTEE RECOMMENDATION: Study Session Review

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1581 - American Rescue Plan Council Committee

RESOLUTION NO. 1581

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, CREATING A TEMPORARY COUNCIL COMMITTEE FOR THE PURPOSE OF RECOMMENDING ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS.

WHEREAS, in March 2021 in response to the COVID-19 pandemic, the United States Congress passed, and President Biden signed into law, the American Rescue Plan Act (ARPA), allocating \$65.1 billion in direct funding for cities; and

WHEREAS, the City of Sumner is anticipated to receive \$2,270,741 of ARPA funds over the next two years; and

WHEREAS, ARPA funds must be expended by December 31, 2024; and

WHEREAS, the City is authorized to use ARPA funds to 1) respond to the COVID-19 pandemic, 2) cover costs incurred as a result of the public health emergency, 3) replace lost, delayed or decreased revenues due to COVID-19, 4) address the negative impacts of the pandemic, and 5) make necessary investments in water, sewer and broadband infrastructure; and

WHEREAS, additional Federal guidance authorizing other expenditures of the funding is anticipated to issued; and

WHEREAS, the City Council acknowledges the ARPA funds present a unique opportunity to positively impact our community; and

WHEREAS, the City Council desires to establish a temporary council committee to work with City staff to make recommendations regarding the allocation of ARPA funds to the full council for consideration; and

WHEREAS, the temporary council committee is subject to the Council Rules as adopted by Resolution No. 1575 or amended hereafter.

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

Section 1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

Section 2. Authorization. The City Council hereby creates a temporary council committee known as the American Rescue Plan Committee to review and recommend allocation of American Rescue Plan Act funds. The Committee shall provide a status report at least quarterly to the full council. The American Rescue Plan Committee shall be comprised of no more than three (3) councilmembers, which positions shall be filled and rotated consistent with the selection procedure for all other standing council committees as outlined in the most current version of the City Council Rules of Procedure.

Section 3. **Term.** The American Rescue Plan Committee shall exist until December 31, 2024 or until the funds are fully expended, whichever occurs first.

Section 4. **Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

ADOPTED AND APPROVED this 19th day of April, 2021.

Attest:

William L. Pugh, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

SUBJECT: Ordinance No. 2771 - Quarterly Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: see Exhibit

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2771 - Quarterly Budget Amendment

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer, Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff is presenting a quarterly budget amendment for consideration. This amendment includes:

- Appropriating funding for the 2021 and 2022 Rhubarb Days support;
- Bringing fire plans examiner activities in-house;
- Funding the City Council Chambers technology refit;
- Converting the Volunteer Sidewalk program for the 2021/2022 biennium to a sidewalk repair program;
- Funding the final design of the Fryar Ave Trail Project;
- Appropriating Complete Streets funding to complete the grant work plan;
- Purchase of a water service truck;
- Purchase of a vactor truck.

BA 04/19/2021

	Revenues	Expenditures
General Fund	\$ 144,403	340,939
Reserve Funds	-	150,000
Special Revenue Funds	-	41,654
Debt Service Funds	-	-
Capital Funds	156,000	482,000
Utility Funds	-	138,000
Other Enterprise Funds	-	-
Internal Service Funds	194,400	236,000
Fiduciary Funds	-	-
	\$ 494,803	\$ 1,388,593

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/14/2021

COMMITTEE RECOMMENDATION: Approve Ordinance No. 2771 - amending the 2021/2022 Biennial Budget.

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2771 amending the 2021/2022 Biennial Budget.

**ORDINANCE NO. 2771
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which adopted a biennial budget for fiscal years 2021-2022; and

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

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

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

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 19th day of April, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marque

Funds	Beginning Fund Balance		Revenues		Expenditures			Exhibit A Ending Fund Balance	II
	Adopted	Adopted	Previous	04/19/21	Adopted	Previous	04/19/21	Revised	
001 General	\$ 5,978,542	\$ 31,643,467	\$ -	\$ 144,403	\$ 31,919,065	-	\$ 340,939	\$ 5,506,407.44	
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824	
003 Building Reserves	475,000	200,000	-	-	80,000	-	150,000	445,000	
103 Complete Streets	241,851	-	-	-	200,000	-	41,654	197	
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957	
106 Hotel/Motel	273,747	215,000	-	-	106,245	-	-	382,502	
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200	
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969	
302 Sidewalk	477,769	4,308,069	-	(320,000)	3,524,069	-	(320,000)	1,261,769	
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	-	326,000	2,367,200	
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545	
310 Parks & Trails Capital Fund	544,740	1,237,500	135,000	326,000	1,237,500	135,000	326,000	544,740	
320 Street Capital Fund	826,206	6,709,520	-	-	7,679,245	-	-	(143,519)	
325 Facilities Capital Fund	183,773	26,200,000	-	150,000	15,700,000	-	150,000	10,683,773	
401 Water	13,477,844	11,104,747	-	-	15,719,366	-	68,000	8,795,225	
402 Wastewater	20,996,349	15,706,582	-	-	18,404,296	-	70,000	18,228,635	
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536	
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	-	-	10,415,901	
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	-	-	25,398	
415 Cemetery Development	-	-	-	-	-	-	-	-	
440 Animal Control	12,239	1,496,319	-	-	1,460,055	-	-	48,503	
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934	
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	-	-	6,265	
551 Information Technology	273,009	2,385,042	-	26,400	2,385,040	-	10,000	289,411	
555 Equipment Reserve	1,013,749	1,297,245	-	168,000	790,000	-	226,000	1,462,994	
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385	
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649	
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	135,000	-	4,059,151	
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832	
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 135,000	\$ 494,803	\$ 124,473,699	\$ 270,000	\$ 1,388,593	\$ 72,041,383	

APRIL 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3
			6:00PM Planning Commission (Virtual)		
5	6	7	8	9	10
6:00PM Regular Council Meeting (Virtual)	4:00 PM Public Works Committee (Virtual)		4:30PM Forestry/Parks Commission (Virtual)		
12	13	14	15	16	17
6:00PM Study Session (Virtual)		5:30PM Finance Committee (Virtual) CANCELLED 6:30PM Design Commission			
19	20	21	22	23	24
6:00PM Regular Council Meeting (Virtual)		5:00PM Public Safety (Virtual)	5:30PM Arts Commission (Virtual)		
26	27	28	29	30	
6:00PM Study Session (Virtual)		5:00PM CD Committee (Virtual)			

*Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.*

Name: Michelle Converse, CMC

Title: City Clerk

City of Sumner
1104 Maple Street
Sumner, Washington 98390
Ph: (253) 299-5500 Fax: (253) 299-5509
Website: **www.sumnerwa.gov**

May 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1
3	4	5	6	7	8
6:00PM Regular Council Meeting (Virtual)	4:00 PM Public Works Committee (Virtual)		6:00PM Planning Commission (Virtual)		
10	11	12	13	14	15
6:00PM Study Session (Virtual)		5:30PM Finance Committee (Virtual) 6:30PM Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
17	18	19	20	21	22
6:00PM Regular Council Meeting (Virtual)		5:00PM Public Safety (Virtual)			
24	25	26	27	28	
6:00PM Study Session (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Arts Commission (Virtual)		
31					
Recognized Holiday City Hall Closed					

Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.

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