



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

June 7, 2021 6:00 PM

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 -

<https://sumnerwa-gov.zoom.us/j/85742788635>

Or One tap mobile :

US: +12532158782,,85742788635# or +16699006833,,85742788635#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799
or +1 929 205 6099

Webinar ID: 857 4278 8635

CALL TO ORDER

Pledge of Allegiance

Invocation - Steve Starr

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

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. Approval of the minutes from the regular council meeting of May 17, 2021, and May 24, 2021 study session.
2. Sidewalk Improvements - Construction Contract Award
3. ESN Salmon Creek Cutover - Design/Construction Management Consultant Agreement
4. Resolution No. 1584 - Amendment to Interlocal Agreement - School Resource Officer
5. Approval of an Employee Separation Agreement

PUBLIC HEARING

1. Public Hearing - Sumner Bonney Lake School District Development Agreement

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your

public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the meeting date. 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. Ordinance No. 2777 - Amendments to the Sumner Municipal Code 2.76 Relating to Emergency Management
- b. Ordinance No. 2779 - Amending Sumner Municipal Code 8.08 Relating to Firework Sales and Displays
- c. Ordinance No. 2780 - Amending Animal Control Sumner Municipal Code 6.04
- d. Ordinance No. 2781 - Amending Animal Control Code Sumner Municipal Code 6.10
- e. Resolution No. 1585 - Qunell Park Land Donation
- f. Ordinance No. 2778 - Code Clean Up re: East Pierce Fire & Rescue References

4. Reports

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

5. Executive Session

For the purpose of discussing with legal counsel labor negotiations, pursuant to RCW 42.30.140(4).

- a. 2021-2022 Collective Bargaining 2021-2022 Collective Bargaining Agreement with the Police Guild Support Services

6. Adjournment

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

SUBJECT: Approval of the minutes from the regular council meeting of May 17, 2021, and May 24, 2021 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - May 17, 2021 Regular Council Meeting
2. Minutes- May 24, 2021 Study Session

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous two council meetings.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve the minutes as written.

**CITY OF SUMNER
Council Meeting
Minutes – May 17, 2021**

CALL TO ORDER

The Sumner City Council met in regular session at 6:01pm, 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, City Attorney Andrea Marquez, Assistant City Attorney Christy Palmer, Communications Director Carmen Palmer, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Administrative Services Director Jeff Steffens, Chief Financial Officer Cassandra Raymond, Associate Planner Ann Siegenthaler, Community Services Manager Derek Barry and City Clerk Michelle Converse.

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

PROCLAMATION

Pierce County Library 75th Anniversary

Mayor Pugh read the proclamation into the record. Senior Sumner Librarian Ben Haines thanked the City and accepted the proclamation on the Libraries behalf.

CONSENT AGENDA

1. Minutes from the regular council meeting of May 3, 2021 and May 10, 2021 study session.
2. Approval of the checks and electronic payments in the amount of \$1,043,216.27
3. White River Project Property Acquisition: Purchase and Sale Agreement between City and Donald Bushore
4. White River Restoration - Consultant Contract Amendment

COUNCILMEMBER HOCHSTATTER REMOVED ITEM #1.

COUNCILMEMBER HAYDEN MOVED TO ADOPT ITEMS #2, 3 & 4, COUNCILMEMBER HOCHSTATTER SECONDED. PASSED BY VOICE VOTE.

COUNCILMEMBER HOCHSTATTER MOTIONED TO REMOVE ITEM #1, MINUTES FROM THE REGULAR COUNCIL MEETING OF MAY 3, 2021 AND MAY 10, 2021 STUDY SESSION. HAYDEN SECONDED.

Councilmember Hochstatter pointed out a Scrivener's' Error in the minutes from May 3, 2021 and asked the City Clerk to double check the spelling of a Commissioner's name.

PASSED BY VOICE VOTE.

PUBLIC HEARING

One was not scheduled tonight.

UNFINISHED BUSINESS

Ordinance No. 2773 - 2020 Comprehensive Plan Update 1 of 4 : Map, policies/text updates, East Sumner, EIS

MOVED BY HAYDEN, SECONDED BY HOCHSTATTER TO ADOPT ORDINANCE NO. 2773 AMENDING THE 2020 COMPREHENSIVE PLAN, EAST SUMNER NEIGHBORHOOD PLAN AND ENVIRONMENTAL IMPACT STATEMENT AS PART OF THE 2020 COMPREHENSIVE PLAN UPDATE.

Associate Planner Ann Siegenthaler addressed the Council.

The item being presented for City Council action is an ordinance to adopt the 2020 Comprehensive Plan; Comprehensive Plan Map amendments, reflecting individual property owner requests; miscellaneous Comprehensive Plan text and policy updates; the 2020 East Sumner Neighborhood Plan update; and to adopt the Environmental Impact Statement. The amendments are part of the 2020 Comprehensive Plan Update.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

Ordinance No. 2774 - 2020 Comprehensive Plan Update 2 of 4: Citywide Zoning Regulations, Map Changes

MOVED BY HAYDEN, SECONDED BY NEUMAN TO ADOPT ORDINANCE NO. 2774 UPDATING CITYWIDE ZONING AND MUNICIPAL CODE REGULATIONS AND AMENDMENTS TO THE ZONING MAP, AS PART OF THE 2020 COMPREHENSIVE PLAN UPDATE.

Associate Planner Ann Siegenthaler addressed the Council.

The item being presented for City Council action is an ordinance to adopt Citywide zoning code and municipal code regulations, and amendments to the Zoning Map. The revised regulations in the ordinance are part of the 2020 Comprehensive Plan Update. Amendments include: New regulations for contractor yards in Light Industrial zones, craft coffee roasting, and innovation district; general “housekeeping” updates; and a new Zoning Map for East Sumner, and Zoning Map changes reflecting individual proposals for map changes.

PASSED BY ROLL CALL VOTE.

Ordinance No. 2775 - 2020 Comprehensive Plan Update 3 of 4: Critical Areas (Wetlands) Regulations

MOVED BY HAYDEN, SECONDED BY NEUMAN TO ADOPT ORDINANCE NO. 2775 UPDATING CRITICAL AREAS REGULATIONS AS PART OF THE 2020 COMPREHENSIVE PLAN UPDATE.

Associate Planner Ann Siegenthaler addressed the Council.

The item being presented to City Council for action is an updated Critical Areas Ordinance (wetland regulations). These updated wetland regulations are part of the 2020 Comprehensive Plan update. A new wetlands study completed in 2020 for the East Sumner Neighborhood Plan showed extensive wetlands/buffers on private properties and prompted staff to review existing regulations relative to developed sites. To address gaps and discrepancies in how current regulations are applied, staff has proposed minor updates regarding non-conforming uses, definitions, requirements for buffers in developed areas, etc., in SMC Chapter 16.40 and Chapter 16.46.

PASSED BY ROLL CALL VOTE

Ordinance No. 2776 - 2020 Comprehensive Plan Update 4 of 4: Planned Action Ordinance for East Sumner

MOVED BY HAYDEN SECONDED BY NEUMAN TO ADOPT ORDINANCE NO. 2776 REPLACING THE PLANNED ACTION ORDINANCE FOR THE EAST SUMNER NEIGHBORHOOD AS PART OF THE 2020 COMPREHENSIVE PLAN UPDATE.

Associate Planner Ann Siegenthaler addressed the Council.

The item being presented for City Council action is a new Planned Action Ordinance for the East Sumner Neighborhood Plan area. A Planned Action Ordinance (PAO) is an alternative process under the State Environmental Policy Act (SEPA) that allows for environmental impacts of development to be analyzed in the early neighborhood planning stage with the intent of streamlining permit review when development occurs. After potential impacts are identified, the PAO establishes development thresholds, such as maximum number of housing units and maximum vehicle trips, that future development projects cannot exceed. If a project meets those thresholds, no further SEPA review is needed, which greatly streamlines permitting. The proposed ordinance would replace the 2015 Planned Action Ordinance (PAO). Note that it includes several exhibits that guide applicants through the process, similar to the 2015 ordinance exhibits.

PASSED BY ROLL CALL VOTE.

PUBLIC COMMENT

There was none tonight.

NEW BUSINESS

Park Master Plan Consultant Services Agreement

MOVED BY HAYDEN, SECONDED BY HOCHSTATTER TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY CONTRACT DOCUMENTS WITH HOUGH BECK & BAIRD, INC (HBB LANDSCAPE ARCHITECTURE), IN AN AMOUNT NOT-TO-EXCEED \$169,409 FOR THE PARKS MASTER PLANS, SUBSTANTIALLY IN A FORM APPROVED BY THE CITY ATTORNEY.

Community Services Manager Derek Barry addressed the Council.

These Parks Master Plans are for the Bennett property and Seibenthaler Park. The plans will have a phased approach of priority improvements to seek funding opportunities.

Hough Beck & Baird, Inc (HBB Landscape Architecture) was selected to provide consulting services for this project through a qualification-based selection process. The scope includes, but is not limited to, public outreach, development of engineering drawings, specifications, and cost estimates. Once the Parks Master Plans are complete and grant funding is secured for construction it is possible that this consultant will provide final design for phase 1 and future phases as well as construction management services under a future supplement.

PASSED BY VOICE VOTE.

Ordinance No. 2772 – Public Facilities and Parks Rules Update

MOVED BY HAYDEN, SECONDED BY NEUMAN TO APPROVE ORDINANCE NO. 2772 AMENDING PARK RULES AND SUMNER MUNICIPAL CODE 12.60.

Community Services Manager Derek Barry addressed the Council.

Staff recognized regulations regarding the rules and hours of parks, trails and facilities needed updating to more accurately reflect current needs of the community and to correct unintended oversights in the way the code is written and interpreted.

Discussion ensued.

PASSED BY VOICE VOTE

COUNCIL REPORTS

Councilmembers Hamilton, Brown and Hochstatter had no reports tonight.

Councilmember Bitetto shared the YMCA is hosting a Healthy Kids Day event on June 5th. It feels good to be moved into PHASE 3! She congratulated the library on 75 years and cannot wait for the new library.

Councilmember Neuman congratulated everyone on their new mask-less freedom, hopefully it will be an incentive for others.

Councilmember Reed echoed Councilmember Bitetto comments on the Library and 75 years.

Deputy Mayor Hayden stopped into City Hall and saw the new chambers – it looks awesome! She ended her comments with some useless trivia, while she was in the chambers, she noticed the plaque showing all of Sumner’s Mayors. She has cut the hair of 12 pervious Mayors and one was her neighbor.

CITY ADMINISTRATOR

City Administrator Jason Wilson reported on the following:

Upcoming Policy Issues:

- Next Week’s Study Session
 - SBLSD Presentation on the Sumner High School Modernization Project
 - Development Agreement with the Sumner Bonney Lake School District
 - Legislative Update
- Monday May 31st is Memorial Day (and a fifth Monday) so there will be no meeting.
- Next Regular Council Meeting on June 7th
 - Public Hearing Development Agreement between the City and the SBLSD regarding the Sumner High School Modernization Project
 - Ordinance Amending Animal Code SMC 6.04 general provisions
 - Ordinance Amending Animal Code SMC 6.10 potentially dangerous and dangerous dogs
 - Ordinance Amending several sections of the code relating to fire services
 - Ordinance Amending Emergency Management Code
 - Ordinance Amending Fireworks Code related to inspections and city responsibilities

Commission Updates:

- Cultural Arts Commission is seeking artists to create three separate murals throughout the City (Loyalty Park, 906 Main Street, and 15715 Main Street). The deadline to apply is June 1st and more information can be found on our website.

Personnel Issues:

- Seasonal Positions—still vacancies for 3-month seasonal positions
 - Filled Cemetery and Parks Seasonal positions

- The City continues to recruit for our two police officer vacancies. All levels (entry, exceptional and lateral) are continually open and available for applicants to apply.
- Deputy Chief Engel announced his retirement effective August 31st. The City will be opening a recruitment for a new Deputy Chief in the next couple of days. The goal is to hire a new Deputy Chief prior to DC Engel's retirement.
- Chief Mechanic Rick Shively is retiring, May 31st after over 25 years with the City.
 - Jeff Jamerson has been promoted to Chief Mechanic effective June 1st. Recruitment for a new mechanic will occur per the process set forth in the Teamsters Collective Bargaining Agreement.
- Lucas Zackaj has been hired as a new Lab Analyst at the Wastewater Treatment Facility. With this hire, the WWTF is back to full staffing.

Policy Follow-Up:

- The Request for Proposals for the Sound Transit Access Improvements and Rivergrove Sidewalk repairs is currently out. Bids are due on May 27th, with award in early summer. This is exciting because it will be a significant and very noticeable investment in sidewalk infrastructure.

MAYOR REPORT

Mayor Pugh tagged onto Councilmember Neuman's thoughts on vaccinations. The end of June opening all depends on vaccinations rates. In East Pierce County there is more resistance to getting the vaccine. Anything that you can do to encourage people to get vaccinated will help! There is a lot of misinformation out there which isn't helping us returning to normal. A 70% vaccine rate will help not only us, but the economy!

EXECUTIVE SESSION

There was none scheduled.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 7:00pm.
Councilmembers concurred.

ATTEST:

William L. Pugh, Mayor

Michelle Converse, CMC City Clerk

Draft

SUMNER CITY COUNCIL
Minutes – Study Session
May 24, 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: Bitetto, Brown, Hamilton, Hayden, Hochstatter, Neuman and Reed.

Staff present: City Administrator Jason Wilson, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Administrative Services Director Jeff Steffens, Communications Director Carmen Palmer, Community Development Director Ryan Windish, City Attorney Andrea Marquez, Associate Planner Scott Waller, Assistant City Attorney Christy Palmer.

MOVED BY REED, SECONDED BY NEUMAN TO APPROVE THE AMENDED AGENDA, ADDING LABOR NEGOTIATIONS TO THE EXECUTIVE SESSION.

PASSED BY VOICE VOTE.

REGULAR BUSINESS

1. Sumner Bonney Lake School District Presentation – Sumner High School Modernization Project
Presented by Sumner Bonney Lake School District Superintendent Dr. Laurie Dent, District Land Use Attorney Mary Urback and Matt Guilanians, Hainline Project Manager
2. Sumner Bonney Lake School District Development Agreement
3. Legislative Update
Presented by Attorney Bill Clark

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

Mayor Pugh adjourned the study session into Executive Session at 7:23pm to discuss with Legal Counsel RCW 42.30.110(i) Potential Litigation and RCW 42.30.140 Labor Negotiations for a period not to exceed 20 minutes. There will be no action to follow. The Executive Session was extended at 7:43pm for an additional 15 minutes and again at 7:58pm for an additional 5-minutes.

At 8:03pm, Mayor Pugh reconvened the study session.

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 8:03pm.

ATTEST:

SUBJECT: Sidewalk Improvements - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,490,162.49

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract
 2. Bid Tab
-

STAFF CONTACT: Andrew Leach, Public Works Manager, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving. The project is funded through the Sound Transit Station Access and Lighting Improvements Grant and the sidewalk repair budget.

Four (4) bids were received on May 27th, 2021 for this project. The lowest responsible bid was submitted by Olson Brothers Excavating, Inc., with a bid amount of \$1,354,693.17. The Engineers Estimate for this project was \$1,614,920.00.

The Contractor will have one hundred (100) working days to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/1/2021
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COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Olson Brothers Excavating, Inc., in an amount not-to-exceed \$1,354,693.17 for the Sidewalk Improvements Project (CIP 20-10), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT
between City of Sumner and
Olson Brothers Excavating, Inc.

THIS AGREEMENT, made and entered into this day _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Olson Brothers Excavation, Inc., hereinafter called the Contractor.

WITNESSETH:

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

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

See Exhibit A – Sidewalk Improvements (CIP 20-10)

in accordance with and as described in the (a) attached plans and specifications, (b) the standard specifications of the Washington State Department of Transportation, and (c) all other documents, specifications, provisions and required regulations contained in the Bid Document package provided at bid opening, all of which are considered the “Contract Documents” and are incorporated herein by this reference and made part hereof as if fully set forth in this contract, and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Sumner.

II. The City of Sumner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner upon the conditions provided for in this contract. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and kin, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

III. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

The Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

IV. It is further provided that no liability shall attach to the City of Sumner by reason of entering into this contract except as provided herein.

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

VI. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(J) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit C.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of said City of Sumner the day and year first above written.

CONTRACTOR: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>William L. Pugh</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONTRACTOR: Mike Olson Olson Brothers Excavating, Inc. 6622 112th St E Puyallup, WA 98373 253-770-3844	NOTICES TO BE SENT TO: CITY OF SUMNER: Andrew Leach City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5711

EXHIBIT A

Schedule of Prices						
Sumner Sidewalk Improvements (CIP 20-10)						
Item No.	Estimated Quantity	Unit	Description of Item	WSDOT Spec Sect.	Unit Price	Amount
Schedule A – Sound Transit Focus Area						
100	1	Eq. Adj.	Minor Change \$ <u>Twenty Thousand and 00/100</u> (Words) per Eq. Adj.	1-04	\$20,000.00	\$20,000.00
101	1	LS	ADA Features Surveying \$ <u>Fourteen Thousand and 00/100</u> (Words) per Lump Sum	1-05	Lump Sum	\$ <u>14,000.00</u>
102	1	FA	Property Restoration \$ <u>Twenty Five Thousand and 00/100</u> (Words) per Force Account	1-07	\$25,000.00	\$25,000.00
103	1	LS	Mobilization \$ <u>Eighty Thousand and 00/100</u> (Words) per Lump Sum	1-09	Lump Sum	\$ <u>80,000.00</u>
104	1	LS	Project Temporary Traffic Control \$ <u>Two Hundred and Nine Seven and 00/100</u> (Words) per Lump Sum	1-10	Lump Sum	\$ <u>206,976.00</u>
105	3	EA	Tree Removal \$ <u>Eight Hundred and 00/100</u> (Words) per Each	2-01	\$ <u>800.00</u>	\$ <u>2,400.00</u>
106	1	LS	Removal of Structures and Obstructions \$ <u>Five Thousand and 00/100</u> (Words) per Lump Sum	2-02	Lump Sum	\$ <u>5,000.00</u>
107	866	SY	Removing Asphalt Conc. Pavement \$ <u>Sixteen and 84/100</u> (Words) per Square Yard	2-02	\$ <u>16.84</u>	\$ <u>14,583.44</u>
108	7,574	SY	Removing Cement Conc. Sidewalk \$ <u>Five and 25/100</u> (Words) per Square Yard	2-02	\$ <u>5.25</u>	\$ <u>39,763.50</u> AZ
109	2,210	LF	Removing Cement Conc. Curb \$ <u>Nine and 84/100</u> (Words) per Linear Foot	2-02	\$ <u>9.84</u>	\$ <u>21,746.40</u>
110	6	EA	Adjust Existing Utility to Grade \$ <u>Eight Hundred and 00/100</u> (Words) per Each	2-02	\$ <u>800.00</u>	\$ <u>4,800.00</u>
111	20	CY	Unsuitable Foundation Excavation Incl. Haul \$ <u>Sixty Seven and 00/100</u> (Words) per Cubic Yard	2-03	\$ <u>167.00</u>	\$ <u>3,340.00</u>
112	3,000	LF	Root Pruning \$ <u>Three and 50/100</u> (Words) per Linear Foot	2-13	\$ <u>3.50</u>	\$ <u>10,500.00</u>

Schedule of Prices Sumner Sidewalk Improvements (CIP 20-10)						
Item No.	Estimated Quantity	Unit	Description of Item	WSDOT Spec Sect.	Unit Price	Amount
113	250	SY	HMA CL. 1/2 in. PG 58H-22 <u>\$ Seventy & no/100</u> (Words) per Square Yard	5-04	<u>\$70.00</u>	<u>\$17,500</u>
114	39	SY	Flexible Sidewalk System <u>\$ Ninety Seven & no/100</u> (Words) per Square Yard	5-06	<u>\$97.00</u>	<u>\$3,783</u>
115	245	LF	Solid Wall PVC Storm Sewer Pipe 6-in. Diam. <u>\$ Fifty Six & 57/100</u> (Words) per Linear Foot	7-04	<u>\$56.57</u>	<u>\$13,859.65</u>
116	175	LF	Ductile Iron Storm Sewer Pipe 12-in. Diam. <u>\$ One hundred Eighteen & 59/100</u> (Words) per Linear Foot	7-04	<u>\$118.56</u>	<u>\$20,748</u>
117	6	EA	Catch Basin Type 1 <u>\$ One thousand four hundred Seventy & 00/100</u> (Words) per Each	7-05	<u>\$1470.00</u>	<u>\$8,820</u>
118	1	LS	Erosion and Water Pollution Prevention <u>\$ Five thousand & 00/100</u> (Words) per Lump Sum	8-01	Lump Sum	<u>\$5,000.00</u>
119	15	EA	Inlet Protection <u>\$ Sixty Seven & 00/100</u> (Words) per Each	8-01	<u>\$67.00</u>	<u>\$1,005</u>
120	39	CY	Topsoil Type A <u>\$ Fifty Seven & 00/100</u> (Words) per Cubic Yard	8-02	<u>\$57.00</u>	<u>\$2,223.00</u>
121	235	SY	Seeded Lawn Installation <u>\$ Seven & 00/100</u> (Words) per Square Yard	8-02	<u>\$7.00</u>	<u>\$1,645.00</u>
122	1,000	SY	Landscape Restoration <u>\$ Three & 50/100</u> (Words) per Square Yard	8-02	<u>\$3.50</u>	<u>\$3,500</u>
123	1,400	LF	Root Barrier <u>\$ Twelve & 00/100</u> (Words) per Linear Foot	8-02	<u>\$12.00</u>	<u>\$16,800</u>
124	4	EA	Tree Grate <u>\$ One thousand Seven hundred & 00/100</u> (Words) per Each	8-02	<u>\$1700.00</u>	<u>\$6,800.00</u>
125	1,231	LF	Cement Conc. Traffic Curb and Gutter <u>\$ Thirty Six & 00/100</u> (Words) per Linear Foot	8-04	<u>\$36.00</u>	<u>\$44,316</u>

Schedule of Prices Sumner Sidewalk Improvements (CIP 20-10)						
Item No.	Estimated Quantity	Unit	Description of Item	WSDOT Spec Sect.	Unit Price	Amount
126	1	FA	Resolution of Utility Conflicts \$ Five Thousand and 00/100 (Words) per Force Account	8-05	\$5,000.00	\$5,000.00
127	906	SY	Residential Conc. Driveway Approach, 3-Day Mix \$ Sixty Nine & 00/100 (Words) per Square Yard	8-06	\$18.00	\$16,308.00
128	768	SY	Commercial Conc. Driveway Approach, 3-Day Mix \$ Twenty One & 00/100 (Words) per Square Yard	8-06	\$7.00	\$5,376.00
129	5,531	SY	Cement Conc. Sidewalk \$ Forty Seven & 00/100 (Words) per Square Yard	8-14	\$57.00	\$315,267.00
130	107	SY	Cement Conc. Monolithic Curb and Sidewalk \$ One Hundred Fourteen & 00/100 (Words) per Square Yard	8-14	\$14.00	\$1,498.00
131	39	EA	Cement Conc. Curb Ramp \$ Two Thousand Two Hundred & 00/100 (Words) per Each	8-14	\$2,200.00	\$85,800.00
132	1	LS	Permanent Signing \$ Six Thousand Two Hundred & 00/100 (Words) per Lump Sum	8-21	Lump Sum	\$6,200.00
133	60	LF	Plastic Stop Line \$ Eighteen & 00/100 (Words) per Linear Foot	8-22	\$18.00	\$1,080.00
134	864	SF	Plastic Crosswalk Line \$ Seven & 50/100 (Words) per Square Foot	8-22	\$7.50	\$6,480.00
Schedule A Subtotal					\$1,411,716.39	

Schedule of Prices Sumner Sidewalk Improvements (CIP 20-10)						
Item No.	Estimated Quantity	Unit	Description of Item	WSDOT Spec Sect.	Unit Price	Amount
Schedule B – Rivergrove						
200	1	Eq. Adj.	Minor Change \$ <u>Five Thousand and 00/100</u> (Words) per Eq. Adj.	1-04	\$5,000.00	\$5,000.00
201	1	LS	ADA Features Surveying \$ Six Thousand <u>& 00/100</u> (Words) per Lump Sum	1-05	Lump Sum	\$6,000.00
202	1	FA	Property Restoration \$ <u>Five Thousand and 00/100</u> (Words) per Force Account	1-07	\$5,000.00	\$5,000.00
203	1	LS	Mobilization \$ Twenty Thousand <u>& 00/100</u> (Words) per Lump Sum	1-09	Lump Sum	\$20,000.00
204	1	LS	Project Temporary Traffic Control \$ Forty Seven Thousand <u>& 00/100</u> (Words) per Lump Sum	1-10	Lump Sum	\$47,000.00
205	23	EA	Tree Removal \$ <u>One Thous Seven hundred</u> <u>00/100</u> (Words) per Each	2-01	\$1,700	\$39,100.00
206	1	LS	Removal of Structures and Obstructions \$ One Thous Five Hundred <u>00/100</u> (Words) per Lump Sum	2-02	Lump Sum	\$1,500.00
207	52	SY	Removing Asphalt Conc. Pavement \$ Sixteen <u>& 84/100</u> (Words) per Square Yard	2-02	\$16.84	\$875.68
208	611	SY	Removing Cement Conc. Sidewalk \$ <u>Five</u> <u>& 25/100</u> (Words) per Square Yard	2-02	\$5.25	\$3207.75
209	65	LF	Removing Cement Conc. Curb \$ <u>Fourteen</u> <u>& 85/100</u> (Words) per Linear Foot	2-02	\$9.85	\$640.25
210	3	EA	Adjust Existing Utility to Grade \$ Eight Hundred <u>& 00/100</u> (Words) per Each	2-02	\$800.00	\$2400.00
211	10	CY	Unsuitable Foundation Excavation Incl. Haul \$ Sixty Seven <u>& 00/100</u> (Words) per Cubic Yard	2-03	\$67.00	\$670.00
212	674	LF	Root Pruning \$ <u>Three</u> <u>& 50/100</u> (Words) per Linear Foot	2-13	\$3.50	\$2359.00

Schedule of Prices
Sumner Sidewalk Improvements (CIP 20-10)

Item No.	Estimated Quantity	Unit	Description of Item	WSDOT Spec Sect.	Unit Price	Amount
213	52	SY	HMA CL. 1/2in. PG 58H-22 \$ <u>Seventy & 00/100</u> (Words) per Square Yard	8-01	\$ <u>70.00</u>	\$ <u>3640.00</u>
214	1	LS	Erosion and Water Pollution Prevention \$ <u>One Thousand Five Hundred 00/100</u> (Words) per Lump Sum	8-01	Lump Sum	\$ <u>1500.00</u>
215	5	EA	Inlet Protection \$ <u>Sixty Seven & 00/100</u> (Words) per Each	8-01	\$ <u>67.00</u>	\$ <u>335.00</u>
216	67	CY	Bark or Wood Chip Mulch \$ <u>Seventy & 00/100</u> (Words) per Cubic Yard	8-02	\$ <u>70.00</u>	\$ <u>4690.00</u>
217	100	SY	Landscape Restoration \$ <u>Four & 70/100</u> (Words) per Square Yard	8-02	\$ <u>4.70</u>	\$ <u>470.00</u>
218	60	LF	Root Barrier \$ <u>Twelve & 00/100</u> (Words) per Linear Foot	8-02	\$ <u>12.00</u>	\$ <u>720.00</u>
219	65	LF	Cement Conc. Traffic Curb and Gutter \$ <u>Thirty Six & 00/100</u> (Words) per Linear Foot	8-04	\$ <u>36.00</u>	\$ <u>2340.00</u>
220	10	SY	Residential Conc. Driveway Approach, 3-Day Mix \$ <u>Sixty Nine & 00/100</u> (Words) per Square Yard	8-06	\$ <u>69.00</u>	\$ <u>690.00</u>
221	15	SY	Commercial Conc. Driveway Approach, 3-Day Mix \$ <u>Seventy One & 00/100</u> (Words) per Square Yard	8-06	\$ <u>71.00</u>	\$ <u>1065.00</u>
222	407	SY	Cement Conc. Sidewalk \$ <u>Fifty Seven & 00/100</u> (Words) per Square Yard	8-14	\$ <u>57.00</u>	\$ <u>23,399.00</u>
223	1	EA	Cement Conc. Curb Ramp \$ <u>Two Thousand Two Hundred 00/100</u> (Words) per Each	8-14	\$ <u>2,200.00</u>	\$ <u>2,200.00</u>
224	96	SF	Plastic Crosswalk Line \$ <u>Seven & 50/100</u> (Words) per Square Foot	8-22	\$ <u>7.50</u>	\$ <u>720.00</u>

Schedule B Subtotal \$ 175,321.68

Schedule of Prices						
Sumner Sidewalk Improvements (CIP 20-10)						
Item No.	Estimated Quantity	Unit	Description of Item	WSDOT Spec Sect.	Unit Price	Amount
Schedule C – Fire Hydrant Replacement						
300	4	EA	Fire Hydrant \$ <u>four thousand</u> ⁰⁰ / ₁₀₀ (Words) per Each	7-14	<u>\$1,000.00</u>	<u>\$16,000</u>
Schedule C Subtotal \$						<u>16,000.00</u>

Schedule of Prices						
Sumner Sidewalk Improvements (CIP 20-10)						
Item No.	Estimated Quantity	Unit	Description of Item	WSDOT Spec Sect.	Unit Price	Amount
Schedule D – Streetlight Infrastructure						
400	2,510	LF	Conduit Pipe 2 In. Diam. \$Eight \$25.00 (Words) per Linear Foot	8-20	\$8.25	\$20,707.50
Schedule D Subtotal \$						<u>20,707.50</u>

Schedule A Subtotal \$ ~~1,141,175.99~~ ^{1,141,175.99 AC}

Schedule B Subtotal \$ 115,321.68

Schedule C Subtotal \$ 16,000.00

Schedule C Sales Tax at 9.3% (Per W.S. Revenue Rule No. 171) \$ 1,488.00

Schedule D Subtotal \$ 20,707.50

Bid Total \$ ~~1,354,694.17~~

1,354,693.17
AC

EXHIBIT B

CITY OF SUMNER

**CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
“E-VERIFY“**

As the person duly authorized to enter into such commitment for

_____,
Olson Brothers Excavating, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

Bid Tabulation

	Project Name:	Sidewalk Improvements											
	CIP No.:	20-10											
	Bid Opening Date:	May 27, 2021											
	Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3		Bidder #4	
		\$X,XXX.XX				Olson Brothers Excavating, Inc.		Northwest Cascade, Inc.		Active Construction Inc.		WESTWATER Construction Company	
	Indicates error corrected by PW dept					6622 112th St. E		P.O. Box 73399		5110 River RD E		PO Box 59237	
	Indicates Bidder modified Proposal	\$X,XXX.XX				Puyallup, WA 98373		Puyallup, WA 98373		Tacoma, WA 98443		Renton, WA 98058	
	Indicates Revision Due to Duplication	*											
				Total	\$1,614,920.00	Total	\$1,354,693.17	Total	\$1,638,555.65	Total	\$1,841,841.00	Total	\$2,503,891.00
Bid Item	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A- Sound Transit Focus Area													
100	Minor Change	EQ. ADJ.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
101	ADA Features Surveying	LS	1	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
102	Property Restoration	FA	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
103	Mobilization	LS	1	\$60,000.00	\$60,000.00	\$80,000.00	\$80,000.00	\$132,000.00	\$132,000.00	\$168,875.50	\$168,875.50	\$190,000.00	\$190,000.00
104	Project Temporary Traffic Control	LS	1	\$30,000.00	\$30,000.00	\$206,976.00	\$206,976.00	\$148,000.00	\$148,000.00	\$125,000.00	\$125,000.00	\$150,000.00	\$150,000.00
105	Tree Removal	EA	3	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00	\$1,500.00	\$4,500.00	\$675.00	\$2,025.00	\$4,000.00	\$12,000.00
106	Removal of Structures and Obstructions	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$56,000.00	\$56,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00
107	Removing Asphalt Conc. Pavement	SY	866	\$25.00	\$21,650.00	\$16.84	\$14,583.44	\$41.00	\$35,506.00	\$26.00	\$22,516.00	\$20.00	\$17,320.00
108	Removing Cement Conc. Sidewalk	SY	7,574	\$17.00	\$128,758.00	\$5.25	\$39,763.50	\$15.00	\$113,610.00	\$26.50	\$200,711.00	\$50.00	\$378,700.00
109	Removing Cement Conc. Curn	LF	2,210	\$20.00	\$44,200.00	\$9.84	\$21,746.40	\$7.00	\$15,470.00	\$25.00	\$55,250.00	\$25.00	\$55,250.00
110	Adjust Utility to Grade	EA	6	\$750.00	\$4,500.00	\$800.00	\$4,800.00	\$235.00	\$1,410.00	\$675.00	\$4,050.00	\$1,000.00	\$6,000.00
111	Unsuitable Foundation Excavation Incl. Haul	CY	20	\$90.00	\$1,800.00	\$67.00	\$1,340.00	\$110.00	\$2,200.00	\$198.00	\$3,960.00	\$50.00	\$1,000.00
112	Root Pruning	LF	3,000	\$5.00	\$15,000.00	\$3.50	\$10,500.00	\$7.25	\$21,750.00	\$6.50	\$19,500.00	\$50.00	\$150,000.00
113	HMA CL. 1/2 In. PG 58H-22	SY	250	\$200.00	\$50,000.00	\$70.00	\$17,500.00	\$81.00	\$20,250.00	\$109.00	\$27,250.00	\$120.00	\$30,000.00
114	Flexible Sidewalk System	SY	39	\$200.00	\$7,800.00	\$97.00	\$3,783.00	\$235.00	\$9,165.00	\$115.00	\$4,485.00	\$115.00	\$4,485.00
115	Solid Wall PVC Storm Sewer Pipe 6 In. Diam.	LF	245	\$75.00	\$18,375.00	\$56.57	\$13,859.65	\$107.00	\$26,215.00	\$105.00	\$25,725.00	\$55.00	\$13,475.00
116	Ductile Iron Storm Sewer Pipe 6 In. Diam.	LF	175	\$110.00	\$19,250.00	\$118.56	\$20,748.00	\$150.00	\$26,250.00	\$151.00	\$26,425.00	\$125.00	\$21,875.00
117	Catch Basin Type 1	EA	6	\$1,500.00	\$9,000.00	\$1,470.00	\$8,820.00	\$1,550.00	\$9,300.00	\$1,700.00	\$10,200.00	\$1,000.00	\$6,000.00
118	Erosion and Water Pollution Prevention	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$23,800.00	\$23,800.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
119	Inlet Protection	EA	15	\$100.00	\$1,500.00	\$67.00	\$1,005.00	\$85.00	\$1,275.00	\$112.00	\$1,680.00	\$100.00	\$1,500.00
120	Topsoil Type A	CY	39	\$80.00	\$3,120.00	\$57.00	\$2,223.00	\$89.00	\$3,471.00	\$77.00	\$3,003.00	\$250.00	\$9,750.00
121	Seeded Lawn Installation	SY	235	\$10.00	\$2,350.00	\$7.00	\$1,645.00	\$4.25	\$998.75	\$17.00	\$3,995.00	\$2.00	\$470.00
122	Landscape Restoration	SY	1,000	\$20.00	\$20,000.00	\$3.50	\$3,500.00	\$24.50	\$24,500.00	\$14.00	\$14,000.00	\$50.00	\$50,000.00
123	Root Barrier	LF	1,400	\$9.00	\$12,600.00	\$12.00	\$16,800.00	\$6.25	\$8,750.00	\$14.00	\$19,600.00	\$50.00	\$70,000.00
124	Tree Grate	EA	4	\$3,000.00	\$12,000.00	\$1,700.00	\$6,800.00	\$2,200.00	\$8,800.00	\$1,550.00	\$6,200.00	\$2,500.00	\$10,000.00
125	Cement Conc. Traffic Curb and Gutter	LF	1,231	\$40.00	\$49,240.00	\$36.00	\$44,316.00	\$38.00	\$46,778.00	\$39.00	\$48,009.00	\$60.00	\$73,860.00
126	Resolution of Utility Conflicts	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
127	Residential Conc. Driveway Approach, 3-Day Mix	SY	906	\$120.00	\$108,720.00	\$69.00	\$62,514.00	\$79.00	\$71,574.00	\$102.00	\$92,412.00	\$100.00	\$90,600.00
128	Commercial Conc. Driveway Approach, 3-Day Mix	SY	768	\$150.00	\$115,200.00	\$71.00	\$54,528.00	\$79.00	\$60,672.00	\$103.00	\$79,104.00	\$115.00	\$88,320.00
129	Cement Conc. Sidewalk	SY	5,531	\$70.00	\$387,170.00	\$57.00	\$315,267.00	\$50.00	\$276,550.00	\$51.00	\$282,081.00	\$65.00	\$359,515.00
130	Cement Conc. Monolithic Curb and Sidewalk	SY	107	\$110.00	\$11,770.00	\$114.00	\$12,198.00	\$128.00	\$13,696.00	\$131.00	\$14,017.00	\$110.00	\$11,770.00
131	Cement Conc. Curb Ramp	EA	39	\$3,800.00	\$148,200.00	\$2,200.00	\$85,800.00	\$3,785.00	\$147,615.00	\$4,100.00	\$159,900.00	\$2,500.00	\$97,500.00
132	Permanent Signing	LS	1	\$5,000.00	\$5,000.00	\$6,200.00	\$6,200.00	\$2,215.00	\$2,215.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00
133	Plastic Stop Line	LF	60	\$25.00	\$1,500.00	\$18.00	\$1,080.00	\$11.50	\$690.00	\$11.50	\$690.00	\$10.00	\$600.00
134	Plastic Crosswalk Line	SF	864	\$25.00	\$21,600.00	\$7.50	\$6,480.00	\$9.00	\$7,776.00	\$9.00	\$7,776.00	\$10.00	\$8,640.00
			Schedule A Subtotal	\$1,390,803.00	A Subtotal	\$1,141,175.99	A Subtotal	\$1,382,286.75	A Subtotal	\$1,538,539.50	A Subtotal	\$2,030,630.00	

Bid Tabulation

	Project Name:	Sidewalk Improvements											
	CIP No.:	20-10											
	Bid Opening Date:	May 27, 2021											
	Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3		Bidder #4	
	Indicates error corrected by PW dept	\$X,XXX.XX				Olson Brothers Excavating, Inc.		Northwest Cascade, Inc.		Active Construction Inc.		WESTWATER Construction Company	
	Indicates Bidder modified Proposal	\$X,XXX.XX				6622 112th St. E		P.O. Box 73399		5110 River RD E		PO Box 59237	
	Indicates Revision Due to Duplication	*				Puyallup, WA 98373		Puyallup, WA 98373		Tacoma, WA 98443		Renton, WA 98058	
				Total	\$1,614,920.00	Total	\$1,354,693.17	Total	\$1,638,555.65	Total	\$1,841,841.00	Total	\$2,503,891.00
Bid Item	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Schedule B - Rivergrove												
200	Minor Change	EQ. ADJ.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
201	ADA Features Surveying	LS	1	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$3,900.00	\$3,900.00	\$1,700.00	\$1,700.00	\$500.00	\$500.00
202	Property Restoration	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
203	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$14,250.00	\$14,250.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00
204	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$47,000.00	\$47,000.00	\$17,000.00	\$17,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00
205	Tree Removal	EA	23	\$2,500.00	\$57,500.00	\$1,700.00	\$39,100.00	\$1,400.00	\$32,200.00	\$675.00	\$15,525.00	\$4,000.00	\$92,000.00
206	Removal of Structures and Obstructions	LS	1	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$5,450.00	\$5,450.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
207	Removing Asphalt Conc. Pavement	SY	52	\$25.00	\$1,300.00	\$16.84	\$875.68	\$36.00	\$1,872.00	\$34.00	\$1,768.00	\$20.00	\$1,040.00
208	Removing Cement Conc. Sidewalk	SY	611	\$17.00	\$10,387.00	\$5.25	\$3,207.75	\$14.00	\$8,554.00	\$40.00	\$24,440.00	\$50.00	\$30,550.00
209	Removing Cement Conc. Curb	SY	65	\$20.00	\$1,300.00	\$9.85	\$640.25	\$7.00	\$455.00	\$20.00	\$1,300.00	\$25.00	\$1,625.00
210	Adjust Existing Utility to Grade	EA	3	\$750.00	\$2,250.00	\$800.00	\$2,400.00	\$235.00	\$705.00	\$675.00	\$2,025.00	\$1,000.00	\$3,000.00
211	Unsuitable Foundation Excavation Incl. Haul	CY	10	\$90.00	\$900.00	\$67.00	\$670.00	\$108.00	\$1,080.00	\$198.00	\$1,980.00	\$50.00	\$500.00
212	Root Pruning	LF	674	\$5.00	\$3,370.00	\$3.50	\$2,359.00	\$7.00	\$4,718.00	\$8.50	\$5,729.00	\$50.00	\$33,700.00
213	HMA CL. 1/2 In. PG 58H-22	SY	52	\$210.00	\$10,920.00	\$70.00	\$3,640.00	\$81.00	\$4,212.00	\$119.00	\$6,188.00	\$115.00	\$5,980.00
214	Erosion and Water Pollution Prevention	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$3,030.00	\$3,030.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
215	Inlet Protection	EA	5	\$100.00	\$500.00	\$67.00	\$335.00	\$85.00	\$425.00	\$92.00	\$460.00	\$100.00	\$500.00
216	Bark or Wood Chip Mulch	CY	67	\$100.00	\$6,700.00	\$70.00	\$4,690.00	\$93.50	\$6,264.50	\$77.00	\$5,159.00	\$150.00	\$10,050.00
217	Landscape Restoration	SY	100	\$20.00	\$2,000.00	\$4.70	\$470.00	\$17.00	\$1,700.00	\$17.50	\$1,750.00	\$50.00	\$5,000.00
218	Root Barrier	LF	60	\$9.00	\$540.00	\$12.00	\$720.00	\$6.25	\$375.00	\$17.50	\$1,050.00	\$50.00	\$3,000.00
219	Cement Conc. Traffic Curb and Gutter	LF	65	\$40.00	\$2,600.00	\$36.00	\$2,340.00	\$39.50	\$2,567.50	\$50.50	\$3,282.50	\$60.00	\$3,900.00
220	Residential Conc. Driveway Approach, 3-Day Mix	SY	10	\$120.00	\$1,200.00	\$69.00	\$690.00	\$107.00	\$1,070.00	\$119.00	\$1,190.00	\$175.00	\$1,750.00
221	Commercial Conc. Driveway Approach, 3-Day Mix	SY	15	\$150.00	\$2,250.00	\$71.00	\$1,065.00	\$94.00	\$1,410.00	\$133.00	\$1,995.00	\$185.00	\$2,775.00
222	Cement Conc. Sidewalk	SY	407	\$70.00	\$28,490.00	\$57.00	\$23,199.00	\$60.50	\$24,623.50	\$62.00	\$25,234.00	\$65.00	\$26,455.00
223	Cement Conc. Curb Ramp	EA	1	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$2,400.00	\$2,400.00	\$2,800.00	\$2,800.00	\$3,500.00	\$3,500.00
224	Plastic Crosswalk Line	SF	96	\$25.00	\$2,400.00	\$7.50	\$720.00	\$9.00	\$864.00	\$9.00	\$864.00	\$10.00	\$960.00
			Schedule B Subtotal		\$164,607.00	B Subtotal	\$175,321.68	B Subtotal	\$149,125.50	B Subtotal	\$187,439.50	B Subtotal	\$312,785.00
	Schedule C - Fire Hydrant Replacement												
300	Fire Hydrant	EA	4	\$5,000.00	\$20,000.00	\$4,000.00	\$16,000.00	\$4,700.00	\$18,800.00	\$11,000.00	\$44,000.00	\$8,000.00	\$32,000.00
			Schedule C Subtotal		\$20,000.00	C Subtotal	\$16,000.00	C Subtotal	\$18,800.00	C Subtotal	\$44,000.00	C Subtotal	\$32,000.00
			Schedule C Tax		\$1,860.00	C Tax	\$1,488.00	C Tax	\$1,748.40	C Tax	\$4,092.00	C Tax	\$2,976.00
			Schedule C Total		\$21,860.00	C Total	\$17,488.00	C Total	\$20,548.40	C Total	\$48,092.00	C Total	\$34,976.00
	Schedule D - Street Light Infrastructure												
400	Conduit Pipe 2 In. Diam.	LF	2,510	\$15.00	\$37,650.00	\$8.25	\$20,707.50	\$34.50	\$86,595.00	\$27.00	\$67,770.00	\$50.00	\$125,500.00
			Schedule D Subtotal		\$37,650.00	D Subtotal	\$20,707.50	D Subtotal	\$86,595.00	D Subtotal	\$67,770.00	D Subtotal	\$125,500.00
	Total Estimated Construction Cost Bid (Schedule A+B+C+D+E) =				\$1,614,920.00		\$1,354,693.17		\$1,638,555.65		\$1,841,841.00		\$2,503,891.00
	Prepared by:	Andrew Leach											
	Date:	5/27/2021											

SUBJECT: ESN Salmon Creek Cutover - Design/Construction Management Consultant Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$181,195.64

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope and Fee

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

SUMMARY BACKGROUND:

The City of Sumner has budgeted funds to realign Salmon Creek to a new channel alignment between 64th Street E and 60th Street E. Salmon Creek currently flows through a roadside ditch along the west side of Sumner-Tapps Highway. In 2019, a new Salmon Creek alignment was constructed in conjunction with a regional stormwater pond project, but Salmon Creek remained in its existing alignment as vegetation was established in the new channel. The project redirects stream flow to the previously constructed channel.

KPG was selected to provide consulting services for this project through a qualification-based selection process. A hourly rate agreement with a maximum amount payable of \$181,195.64 was negotiated for the final design and construction management phase of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/1/2021
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COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with KPG in an amount not-to-exceed \$181,195.64 for the East Sumner Neighborhood Salmon Creek Channel Realignment (CIP 21-08), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

KPG, PS

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and KPG, PS, organized under the laws of the State of Washington, located and doing business at 2502 Jefferson Ave, Tacoma, WA 98402, 253-777-5905, Nate Mozer (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

See Exhibit A – East Sumner Neighborhood Salmon Creek Channel Realignment (CIP 21-08). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

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

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$181,195.64 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

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

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

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

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

contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

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

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

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

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

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

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

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to

this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or

any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

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

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>William Pugh</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Nate Mozer KPG, PS 2502 Jefferson Ave Tacoma, WA 98402 253-777-5905	NOTICES TO BE SENT TO: CITY OF SUMNER: Michael Kosa, City Engineer City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5709

EXHIBIT A-1

City of Sumner East Sumner Neighborhood Salmon Creek Cutover

KPG Scope of Work May 2021

INTRODUCTION

A. PROJECT UNDERSTANDING

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for shifting Salmon Creek flow from the existing channel to the newly-constructed channel at the 64th Street E / Sumner-Tapps Hwy intersection. This work will also provide construction management services for the construction contract to complete the Salmon Creek Cutover. These services will include project management, inspection, materials testing, and contract administration during the construction of the project, as detailed below.

Improvements will generally consist of the following:

North of 60th Street E:

- Remove and salvage sheet piles.
- Install backflow preventor in the 36-inch CMP culvert under the private drive to prevent fish passage.
- Conduct grading within the Salmon Creek channel to remove debris in front of and behind the sheet piles.
- Rehabilitate the existing 36-inch CMP culvert under the private drive using slip-lining or Cured in Place Pipe.

South of 60th Street E:

- Rehabilitate the existing 36-inch CMP culvert under 60th Street E and under Sumner-Tapps Hwy using slip-lining or Cured in Place Pipe.

North of 64th Street E:

- Reinstall the salvaged sheet piles on the west bank of the new Salmon Creek channel to protect the stormwater facility from erosion and scour.
- Conduct filling and grading to transfer flow from the existing channel to the new channel.

B. ASSUMPTIONS

The following assumptions were made to establish a scope and budget for this project:

- The existing channel on the west side of Sumner-Tapps Hwy between 60th Street E and 64th Street E will remain in-place and will be utilized as a roadside ditch.
- Neither right of way nor easement acquisition will be required.

EXHIBIT A-1

- Neither Traffic Control Plans nor Phasing Plans will be developed under this Scope of Work. The Contractor will be responsible for developing Traffic Control Plans.
- Irrigation design will not be provided under this Contract. Irrigation design will be provided by the Contractor.
- Design sheets developed by KPG for the mitigation area will consist of grading plans. The finished grade elevations will be provided by Widener & Associates. The planting plans for the mitigation plan will be developed by Widener & Associates.
- There are no additional wetlands that will need to be delineated and/or surveyed.
- Neither a Stormwater Site Plan nor a Stormwater Technical Information Report will be required.
- The Contractor will be responsible for developing the SWPPP.
- Plans will be developed using AutoCAD 2018 Civil 3D using KPG drafting standards.
- The City will be responsible for all permits and fees.
- The City will be responsible for all public involvement and coordination.
- A Construction Stormwater General Permit will not be required.
- This project is not federally funded nor does the City plan on acquiring federal funds for this project.

C. SCOPE OF WORK – DESIGN SERVICES

Task 1 – Management/Coordination/Administration (Design)

This task covers the effort required to manage the contract and to assure that the project meets the City's expectations for schedule, budget, and quality of product. Effort included under this task is as follows:

- 1.1 KPG will provide continuous project coordination and internal management for the project duration (estimate 4 months).
- 1.2 KPG will provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for City/Ecology review.

Products:

- Monthly progress reports (4 months design).
- Miscellaneous project coordination documentation.
- QA/QC documentation (internal).

Task 2 – Field Survey and Base Map

This task covers the effort to conduct field survey at the subject locations sufficient to complete design for proposed improvements. This effort will include both conducting new survey and incorporating existing survey collected through other adjacent projects.

- 2.1 Survey Control – Existing monuments will be located, and horizontal and vertical control will be set.
- 2.2 Field Survey and Base Map: The limits of actual new survey will be determined after reviewing the existing survey data, but survey limits will be as loosely defined above in the Project Understanding.

EXHIBIT A-1

Products:

- Electronic base map showing surface features.

Assumptions:

- Survey datum will be: Horizontal-South Zone, NAD 83/2011, Vertical-NAVD 88.
- Base map will be prepared with AutoCAD 2018 Civil 3D using KPG drafting standards.
- Staking of property corners and/or right of way will not be required.
- Neither right of way nor easement acquisition will be required.
- An independent utility locating firm will be utilized (if needed) to mark utilities in the field prior to surveying.
- Up to three (3) utility potholes will be required.
- Right of way determination will not be required. The right of way determined as part of adjacent projects will be sufficient.

Task 3 – Utility Coordination

To avoid project delays and utility conflicts, KPG will take an active role in coordinating with private utilities affected by the proposed improvements. Effort included under this task is as follows:

- 3.1 Prepare letters requesting utility record information and send to each purveyor. Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- 3.2 Submit 30% Plans to private utilities and coordinate with them to determine if there are conflicts. Utilities thought to be in conflict will be potholed.
- 3.3 Develop Pothole and Potential Conflict Plan.

Products:

- Up to six (6) letters to 3rd party utility purveyors requesting record drawing information.
- Pothole and Potential Utility Conflict Plan.
- Miscellaneous correspondence with utility purveyors.
- Utility coordination log.

Assumptions:

- Six (6) utility purveyor letters will be developed.
- Submit 30% Plans to private utilities and coordinate with them to determine if there are conflicts. Utilities thought to be in conflict will be potholed.
- Potholing of both public and private utilities will be conducted by a private firm which will bill the pertinent purveyor directly. Potholes for City-owned utilities will be included in the KPG contract.
- Utility relocations/adjustment will not be required.

Task 4 – 30% Design

This task covers the effort required to prepare preliminary 30% Plans and an Engineer's Estimate. The following is a list of anticipated work items to be included within this task:

EXHIBIT A-1

4.1 Preliminary Design: KPG will prepare design based on field survey. The preliminary design will show:

- Horizontal location of the various improvement and restoration elements including creek channel and sheet piles
- Creek channel Plan/Profile.
- Coordinate with Widener to confirm creek alignment, cross sections, stabilization methods, and vegetation.
- Vertical information will not be shown unless critical.
- Impacts to existing utilities.

It is anticipated that the 30% Design Plan set will consist of the following:

Title	Number
Cover Sheet	1
Typical Sections & Detail Sheets	1
Site Preparation/TESC South (Plan/Plan)	1
Site Preparation/TESC North (Plan/Plan)	1
Salmon Creek Alignment & Restoration South (Plan/Profile)	1
Salmon Creek Alignment & Restoration North (Plan/Profile)	1
Soil Stabilization Plan South (Plan/Plan)	1
Soil Stabilization Plan North (Plan/Plan)	1
Enhancement Planting Plan South (Plan/Plan)	1
Enhancement Planting Plan North (Plan/Plan)	1
Enhancement Planting Schedule	1
TOTAL	11

4.2 Develop Preliminary Construction Cost Estimate.

4.3 Three (3) meetings with City staff and Widener to discuss preliminary design features.

4.4 Preliminary Design Review Meeting: The purpose of this meeting is to confirm design elements shown in the 30% design plans prior to proceeding with design development. Plans will be submitted for review 2 weeks prior to the meeting.

4.5 Coordinate with the 166th improvements to verify that Salmon Creek improvements don't conflict with future improvements on 166th.

Some of the above tasks require input from Ross Widener of Widener & Associates. All Widener & Associates effort is outlined under the Environmental Task.

EXHIBIT A-1

Products:

- 30% Design Plan sheets & Estimate (PDF only)

Assumptions:

- Once the design decisions have been made at the design review meetings, changes to these decisions will be considered out of scope work.
- City staff present at project progress and design meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Existing underground and overhead utilities on the west side of Sumner Tapps Hwy will not be impacted
- Access on the north side of 60th Street E is sufficient to allow rehabilitation of existing 36-inch diameter culvert.

Task 5 – Final Design and Bid Documents

This task covers the effort required to prepare final design PS&E. The following is a list of anticipated work items to be included within this task:

5.1 Final Design: KPG will prepare final (90%) design PS&E.

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, WSDOT, and City Standards.
- Typical sections and details will be provided, except for items available as standard details from the City, State, or others.
- Project Manual with Special Provisions per 2021 Standard Specifications.
- Construction Cost Estimate.

The following sheets are anticipated for the 90% Submittal and Bid Document packages:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Alignment & Survey Control	1
Typical Sections & Detail Sheets	3
Site Preparation/TESC South (Plan/Plan)	1
Site Preparation/TESC North (Plan/Plan)	1
Salmon Creek Alignment & Restoration South (Plan/Profile)	1
Salmon Creek Alignment & Restoration North (Plan/Profile)	1
Culvert Plan/Profile (Plan/Profile)	2
Soil Stabilization Plan South (Plan/Plan)	1
Soil Stabilization Plan North (Plan/Plan)	1
Enhancement Planting Plan South (Plan/Plan)	1

EXHIBIT A-1

Enhancement Planting Plan North (Plan/Plan)	1
Enhancement Planting Schedule	1
Existing Conditions (Plan)	1
TOTAL	18

5.2 Final Design Review Meeting: The purpose of this meeting is to conduct a working review of the PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the Final Bid Documents. Plans will be submitted for review 2 weeks prior to the meeting.

5.3 Bid Documents: Prepare Bid Documents based on comments received during the Final Design Review Meeting.

Products:

Deliverables with each Submittal will include the following:

- ***Final 90% Submittal***
 - 2 – 1/2 Size Plan Sets (11x17), Project Manual & Estimate
- ***Bid Documents***
 - 1 – Construction Cost Estimate (PDF & Excel)
 - 2 – 1/2 Size Plan Sets (11x17) & Project Manual (PDF & Word)
 - 1 – Set Full Sized Plans (22x34 size) (PDF only)

Assumptions:

- Once the design decisions have been made at the design review meetings, changes to these decisions will be considered out of scope work.
- City staff present at project progress and design meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Drawings will be developed at 1" = 20' scale.
- City will provide bidding services and reproduction of Contract Documents.
- City staff will handle all public coordination.
- Applicable WSDOT Standard Plans and Sumner Standard Details will be included as an Appendix to the Contract Documents.

Task 6 – Environmental Documentation

6.1 Environmental documentation and special services during construction will be provided by Widener & Associates. See the attached Proposal from Widener & Associates.

EXHIBIT A-1

D. SCOPE OF WORK – CONSTRUCTION MANAGEMENT SERVICES

Task 7 – Management/Coordination/Administration (CM)

Provide overall project management, coordination with the client, monthly progress reports, and invoicing. This effort will include the following elements.

- 7.1 Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 7.2 Review monthly expenditures and CM team scope activities. Prepare and submit project progress letters to the client along with invoices describing CM services provided each month.

Products:

- Monthly invoices

Assumptions:

- The proposed project team will include one part-time resident engineer and one full-time inspector during construction activities when unit price work is being performed. It is anticipated that full-time site observation will be required for the entire duration of construction.
- The level of service is based on project duration of approximately 1 month, or **20 working days**. **KPG contract obligations will terminate upon Physical Completion and does not extend into any warranty or PSIFE period.**
- It is anticipated that the client will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that all Community Outreach, if required, will be completed by the client.
- The design engineers from KPG will be available during construction to answer questions during construction and review RAMs, shop drawings, and answer RFIs. The engineer of record will be available to provide background information on the design should it be necessary.
- Services will be performed in accordance with the Contract plans & special provisions, WSDOT Local Agency Guidelines (“LAG”), the WSDOT Construction Manual, and the client engineering standards.
- The franchise utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems not constructed by the Client’s Contractor, if necessary.
- Client/Field Office: There are no provisions for a field office for this project. All project files shall be kept at the KPG office. KPG field inspection crew shall work from their vehicle as much as practical.
- Record Drawings will not be prepared as part of this Contract.

Task 8 – Design Support

- 8.1 Engineer of Record will attend preconstruction conference to answer any questions as needed.
- 8.2 Provide overall project design support, coordination with the client, review Submittals, respond to RFI’s, and provide support for field work directives, change orders, minor changes, etc.

EXHIBIT A-1

8.3 Attend weekly meetings during construction (8 meetings).

Products:

- Submittal Review Comments
- Responses to RFI's, etc.

Task 9 – Preconstruction Services

9.1 Preconstruction Conference: The City will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the client's offices. KPG's project manager, resident engineer, and inspector will attend the preconstruction conference. KPG will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

9.2 Construction Start-up: KPG Inspector will conduct in field review of construction documents.

Products:

- Preconstruction conference meeting minutes
- File set-up.

Task 10 – Construction Observation

10.1 KPG will provide the services of a part-time resident engineer during construction activities and one full-time inspector, and other tasks necessary to monitor the progress of the work. KPG Construction staff shall oversee all work required under the project construction contract plans and specifications on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Prime Contractor and the client.

Field inspection staff will perform the following duties as a matter of their daily activities:

- a. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, Client and other stakeholders, and monitor for adherence to the Contract Documents. KPG personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- b. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify construction contractor of noncompliance. Advise the Client of any non-conforming work observed during site visits.
- c. Document all materials delivered to the job site are in accordance with plans and specifications.
- d. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by KPG; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT Local Agency Guidelines.
- e. Interpret Contract Documents in coordination with Client and the Client's Contractor.
- f. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- g. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
- h. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.

EXHIBIT A-1

- i. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements.
 - j. Attend and actively participate in regular on-site weekly construction meetings.
 - k. Take periodic digital photographs during the course of construction, and record locations.
 - l. Coordinate with the Client's traffic operations and maintenance personnel.
 - m. Punch list. Upon Substantial Completion of work, coordinate with the Client and affected agencies to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with the Client and those agencies to obtain Physical Completion.
- 10.2 Material Testing: Coordinate and manage materials testing sub-consultants for construction services, who will provide materials testing services as required, up to \$5,000. Coordinate the work of the materials testing technicians and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and address deficiencies with the City's Contractor.
- 10.3 Utility Coordination: Assist the city with utility Coordination. It is anticipated that utility coordination will be needed during sheet pile installation and rehabilitation of the 36-inch diameter culvert under 60th Street E.
- 10.4 Close Out: Upon substantial completion of work, coordinate with the client and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punchlist' of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the client.
- 10.5 Conduct field survey on Salmon Creek improvements as constructed and update 166th RAB project base map.

Assumptions:

- KPG will provide observation services for the days/hours that the Contractor's personnel are on-site, and the Contractor will work normal 40-hour work weeks or 4 ten-hour days.
- KPG's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance KPG will reject non-conforming work and pursue the other remedies in the interests of the client, as detailed in the Contract Documents. KPG cannot guarantee the construction contractor's performance, and it is understood that KPG shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or client's expectations.

Products:

- Daily Construction Reports with project photos – submitted on a weekly basis
- Field Note Records to develop monthly pay estimates
- Punch List, Certificate of Substantial Completion

Task 11 – Construction Services - Office

- 11.1 Document Control: Original documentation will be housed at KPG's office and filed in accordance with standard filing protocol.
- 11.2 Project Coordination: Liaison with, construction contractor, engineer, and utilities at City lead weekly meetings (see 11.5 below) to discuss project issues and status.

EXHIBIT A-1

- 11.3 Utility Coordination: Liaison with franchise utilities on a regular basis to assess status of relocation activities, coordinate with both Contractor and utilities in the event of unforeseen utility conflicts, and coordinate with both Contractor and utilities to protect existing utilities during construction.
- 11.4 Material Testing - Documentation: Compiling, recording, and distribution of any testing reports.
- 11.5 Weekly Meetings: City will lead weekly meetings, including preparation of agenda. KPG will attend the weekly meeting, prepare meeting minutes, and distribute minutes to attendees. Outstanding issues to be tracked on a weekly basis.
- 11.6 Initial Schedule Review: Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.
- 11.7 Lump Sum Breakdown: Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated based on Contractor's approved Lump Sum breakdown.
- 11.8 Monthly Pay Requests: Prepare monthly requests for payment, review with the client, contractor, and approve as permitted. Utilize client provided format for pay estimates, or Consultant format.
- 11.9 Weekly Statement of Working Days: Prepare and issue weekly statement of working day report each week.
- 11.10 Physical Completion Letter: Following completion of all punchlist work, assist the City in preparation of physical completion letter to the contractor, and recommend that client and/or Utilities accept the project.
- 11.11 Project Closeout: Transfer all project documents to the client for permanent storage at Physical Completion. A thumb drive or CD will be provided with all electronic documents and pictures.
- 11.12 Submittals: KPG will coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked by the Consultant.
- 11.13 Request for Information ("RFI"): Consultant will review and respond to RFIs. RFIs shall be logged and tracked.
- 11.14 Change Orders: All change orders must be authorized by the client prior to issuance to the Contractor. Develop change orders, provide technical assistance to negotiate change orders, and assist in resolution of disputes that may occur during the course of the project. Each change order will be executed and contain the following:
 - a. Change order
 - b. Independent Cost Estimate
 - c. Time Impact Analysis
 - d. Contractor's Pricing
 - e. Verbal Approval Memo
 - f. Change Order Checklist (LAG Manual)
 - g. Back up documentation

EXHIBIT A-1

- 11.15 Field Work Directives: Prepare field work directives as necessary to keep the contractor on schedule.
- 11.16 Minor Change Orders: Assist City in developing minor change orders. Each minor change order will be executed and contain the following:
- a. Independent Cost Estimate
 - b. Back up documentation
- 11.17 Force Account: Assist City in tracking contractor force account labor, equipment, and materials. Provide payment according to WSDOT requirements. All force account calculations will be verified by the City.

Assumptions

- It is assumed that upon Physical Completion of this project the Consultant's obligation of this scope shall be met and all documentation for the project shall be turned over to the City of Sumner to finalize with their contractor.
- If night inspection will be required on this project, a night inspector can be made available if the contractor is working double shifts, time and rates to be negotiated at a later date.
- City staff will take on Certified Payroll and all subcontractor documentation.

Products:

- Submittal log
- RFI Log
- Change Order(s)
- Change Management Log
- Minor Change Order(s)
- Force Account Records

E. ADDITIONAL SERVICES

KPG can provide services in addition to those outlined above as requested by the City. It is assumed that additional services such as additional design elements, Bidding support, construction engineering support, construction survey, developing Record Drawings, etc. shall be covered under a separate supplemental agreement between the City and KPG.

EXHIBIT D**PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Sumner

Project: East Sumner Neighborhood Salmon Creek Cutover

DATE: May 2020

Task No.	Task Description	Labor Hour Estimate																Total Hours and Labor Fee Estimate by Task		
		Principal	Engineering Manager	Project Engineer II	Engineering Technician	Survey Manager	Survey Crew II (W/Equip)	Senior Survey Technician	Urban Design Manager	Project Landscape Architect	Landscape Technician	Senior Construction Manager	Senior Resident Engineer	Senior Construction Observer	Document Control Admin	Senior CAD Technician	Senior Admin			
		262	235	146	100	235	228	122	186	135	95	224	148	148	79	128	107	Hours	Fee	
DESIGN SERVICES																				
Task 1 - Management/Coordination/Administration (Design)																				
1.1	Project Management and Coordination		6													4	10	\$	1,838.00	
1.2	QA/QC	6															6	\$	1,572.00	
Task Total		6	6	0	0	0	0	0	0	0	0	0	0	0	0	4	16	\$	3,410.00	
Task 2 - Field Survey and Base Map																				
2.1	Survey Control						1										1	\$	228.00	
2.2	Field Survey and Base Map					1	11	8									20	\$	3,719.00	
Task Total		0	0	0	0	1	12	8	0	0	0	0	0	0	0	0	21	\$	3,947.00	
Task 3 - Utility Coordination																				
3.1	Utility Letters and Log Responses		1	8													9	\$	1,403.00	
3.2	Submit 30% Plans			4													4	\$	584.00	
3.3	Develop Potential Conflict and Pothole Plan		1	2	4												7	\$	927.00	
Task Total		0	2	14	4	0	0	0	0	0	0	0	0	0	0	0	20	\$	2,914.00	
Task 4 - 30% Design																				
4.1	Preliminary Design		6	24	40				2	8	12					8	6	106	\$	13,172.00
4.2	Preliminary Construction Cost Estimate		1	4	6												11	\$	1,419.00	
4.3	Meetings with City Staff and Widener (3 each)		6	6						4							16	\$	2,826.00	
4.4	Preliminary Design Review Meeting		2	2													4	\$	762.00	
4.5	Coordinate 166th RAB Design	4	4															\$	1,988.00	
Task Total		4	19	36	46	0	0	0	2	12	12	0	0	0	0	8	6	137	\$	20,167.00
Task 5 - Final Design and Bid Documents																				
5.1	Final Design		12	40	80				6	8	24					24	6	200	\$	24,850.00
5.2	Final Design Review Meeting		2	2						2								6	\$	1,032.00
5.3	Develop Bid Documents		6	12	24				2	4	8					16	8	80	\$	10,138.00
Task Total		0	20	54	104	0	0	0	8	14	32	0	0	0	0	40	14	286	\$	36,020.00
Task 6 - Environmental Documentation																				
6.1	Environmental Documentation																	0	\$	-
Task Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-
Total Labor Hours and Fee (Design)		10	47	104	154	1	12	8	10	26	44	0	0	0	0	48	24	480	\$	66,458.00
Subconsultants (Design)																				
																		Utility Locate Service	\$	3,500.00
																		Potholes Allowance (Assume 2 City Utilities)	\$	3,000.00
																		Environmental - Widener	\$	25,490.64
																		Total Subconsultant Expense (Design)	\$	31,990.64
Reimbursable Direct Non-Salary Costs (Design)																				
																		Mileage at current IRS rate	\$	50.00
																		Reproduction Allowance		
																		Total Reimbursable Expense (Design)	\$	50.00
																		Total Estimated Budget (Design)	\$	98,498.64

CONSTRUCTION MANAGEMENT SERVICES																			
Task 7 - Management/Coordination/Administration (CM)																			
7.1	Project Administration											24					16	40	\$ 7,088.00
7.2	Progress Reports											8						8	\$ 1,792.00
Task Total		0	0	0	0	0	0	0	0	0	0	32	0	0	0	0	16	48	\$ 8,880.00
Task 8 - Design Support																			
8.1	Engineer of Record Attend Preconstruction Meeting			8														8	\$ 1,168.00
8.2	Change Management		6	8														14	\$ 2,578.00
8.3	Attend Weekly Meetings			16														16	\$ 2,336.00
Task Total		0	6	32	0	0	0	0	0	0	0	0	0	0	0	0	0	38	\$ 6,082.00
Task 9 - Preconstruction Services																			
9.1	Attend Preconstruction Meeting											2	2	2				6	\$ 1,040.00
9.2	Start-Up												14	6				20	\$ 2,960.00
Task Total		0	0	0	0	0	0	0	0	0	0	2	16	8	0	0	0	26	\$ 4,000.00
Task 10 - Construction Observation																			
10.1	Full Time Inspection													160				160	\$ 23,680.00
10.2	Material Testing													8				8	\$ 1,184.00
10.3	Utility Coordination													16				16	\$ 2,368.00
10.4	Project Close Out													16				16	\$ 2,368.00
10.5	Update 166th RAB Base Map					1	6	4											\$ 2,091.00
Task Total		0	0	0	0	1	6	4	0	0	0	0	0	200	0	0	0	200	\$ 31,691.00
Task 11 - Construction Services - Office																			
11.1	Document Control														40			40	\$ 3,160.00
11.2	Project Coordination											30						30	\$ 4,440.00
11.3	Utility Coordination											8						8	\$ 1,184.00
11.4	Material Testing - Documentation											8						8	\$ 1,184.00
11.5	Weekly Meetings											16		16				32	\$ 3,632.00
11.6	Initial Schedule Review											1						1	\$ 148.00
11.7	Lump Sum Breakdown											1						1	\$ 148.00
11.8	Monthly Pay Requests											8						8	\$ 1,184.00
11.9	Weekly Statement of Working Days											8						8	\$ 1,184.00
11.10	Physical Completion Letter											1						1	\$ 148.00
11.11	Project Close Out											8						8	\$ 1,184.00
11.12	Submittals											24						24	\$ 3,552.00
11.13	Requests for Information											8						8	\$ 1,184.00
11.14	Change Orders										2	8						10	\$ 1,632.00
11.15	Field Work Directives										2	8						10	\$ 1,632.00
11.16	Minor Change Orders										2	8						10	\$ 1,632.00
11.17	Force Account										2	16						18	\$ 2,816.00
Task Total		0	0	0	0	0	0	0	0	0	0	8	161	0	56	0	0	225	\$ 30,044.00
Total Labor Hours and Fee		0	6	32	0	1	6	4	0	0	0	42	177	208	56	0	16	537	\$ 80,697.00
Subconsultants (CM)																			
																		Material Testing	\$ 2,000.00
																		Total Subconsultant Expense	\$ 2,000.00
Reimbursable Direct Non-Salary Costs (CM)																			
																		Mileage at current IRS rate	
																		Reproduction Allowance	
																		Total Reimbursable Expense	\$ -
																		Total Estimated Budget (CM)	\$ 82,697.00
																		TOTAL ESTIMATED BUDGET (Design + CM)	\$ 181,195.64

Environmental Scope of Work ESN Stormwater Stream Cut Over Construction Support KPG Inc.

Widener and Associates, under a subconsultant agreement with the KPG Inc., will assist the City in the time extension of the project environmental permits and finalizing the project close out by providing the following services.

1.0 Time Extensions for the Section 404, 401 and HPA Permits:

Widener will coordinate with the agencies to request time extensions to all necessary environmental project permits. Anticipated environmental permits requiring a time extension include the following:

1. Section 404 Permit
2. Section 401 Permit
3. HPA Permit

Permit extensions shall include formal explanations to the agencies on why the extension is needed and projected project timeline.

Deliverables:

- Section 404 permit time extension from the USACE.
- Section 401 permit time extension from Ecology.
- HPA time extension from WDFW

2.0 Design Coordination for Stream Cut Over:

Early input into the design of the final stream cut-over of the project will be provided to ensure impacts to the surrounding environment is minimized. This coordination with the design team will ensure the project permit requirements are being met in the final design.

Deliverables:

Widener's permitting specialist will prepare memoranda documenting coordination with the design team and list of permit requirements for the final design and cut over of the stream.

3.0 Construction Support and Inspection:

Widener will provide construction support by inspecting the project as needed for the stream cut over. Anticipated construction support includes:

- Answering technical questions as required
- Responding to RFI's during construction of this project
- Addressing environmental permit questions/issues

Deliverables:

- Monthly progress reports to accompany invoices.

4.0 Fish Exclusion and Reporting:

Widener will assist the contractor with the fish exclusion process, ensuring the steps of the WDFW fish exclusion plan are followed. After fish have been excluded a report will be written by Widener documenting the process and fish found. This report will be submitted to the City and KPG for review and comment before it is finalized and submitted to the agencies.

Deliverables:

- Widener will perform fish exclusion and document the process in a draft and final report sent out to the agencies.

Exhibit B

Project Name	ESN Stormwater Stream Cut Over Construction Support		
Client	KPG Inc. Nate Mozer		
Location	City of Sumner	Date	4/18/2021

	Project Manager	Senior Biologist	Project Biologist		
	Hours	Hours	Hours		
1.0 Time Extension for Section 404, 401 and HPA Permits	2	30	10		
2.0 Desing Cordination for Stream Cut Over	20	20	10		
3.0 Construction Support and Inspections	2	30	0		
4.0 Fish Exclusion & Reporting	2	48	37		
Total hours	26	128	57		
Summary	Hours	Rate	Cost		
Project Manager	26	\$170.40	\$4,430.40		
Senior Biologist	128	\$120.00	\$15,360.00		
Project Biologist	57	\$86.80	\$4,947.60		
Total Labor					\$24,738.00
Milage					\$752.64
TOTAL ESTIMATED COST					\$25,490.64
Cowling & Co. L.L.C. dba Widener & Associates					

EXHIBIT B
CITY OF SUMNER

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
"E-VERIFY"

As the person duly authorized to enter into such commitment for

KPG, PS

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

SUBJECT: Amendment to Interlocal Agreement - School Resource Officer

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No 1584 - Amendment to ILA for SRO
2. 2021 Amendment to District ILA for SRO Final

STAFF CONTACT: Jeff Engel, Deputy Police Chief

SUMMARY BACKGROUND:

On July 10, 2019, the City and the School District entered into an interlocal agreement (ILA) to provide the District a School Resource Officer. After entering into the ILA, the SRO program was unexpectedly interrupted due to mandated state restrictions on the provision of in-person learning caused by the worldwide COVID-19 pandemic. The parties mutually desire to amend and extend the ILA to address and compensate for the unexpected suspension of the SRO program.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 5/12/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Adopt the resolution as presented.

**RESOLUTION NO. 1584
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT
TO THE INTERLOCAL AGREEMENT WITH THE SUMNER-BONNEY LAKE
SCHOOL DISTRICT NO. 320 FOR A SCHOOL RESOURCE OFFICER PROGRAM.**

WHEREAS, on July 10, 2019, the City and the District entered into an interlocal agreement (“Agreement”) pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City to provide the District a School Resource Officer (“SRO”) for the mutual advantage of both entities; and

WHEREAS, after entering into the Agreement, the SRO program was unexpectedly interrupted due, in part, to mandated state restrictions on the provision of in-person learning caused by the worldwide COVID-19 pandemic; and

WHEREAS, the parties mutually desire to amend and extend the Agreement to address and compensate for the unexpected suspension of the SRO program resulting from the COVID-19 pandemic; and

WHEREAS, the Sumner City Council Personnel and Finance Committee has recommended approving this resolution during their committee meeting on May 12, 2021.

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

Section 1. The Mayor is hereby authorized to sign the amendment to the Interlocal Agreement with the Sumner-Bonney Lake School District for School Resource Officer Program substantially in a form 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.

APPROVED AND ADOPTED this 17th day of May 2021.

ATTEST:

Michelle Converse, CMC, City Clerk

Mayor William L. Pugh

APPROVED AS TO FORM:

City Attorney Andrea Marquez

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE SUMNER-BONNEY LAKE SCHOOL DISTRICT NO. 320 FOR SCHOOL RESOURCE OFFICER (SRO) PROGRAM

This AMENDMENT to the Interlocal Agreement Between the City of Sumner (hereinafter “City”), and the Sumner-Bonney Lake School District No. 320 (hereinafter “District”) for School Resource Officer (SRO) Program is entered into this ____ day of _____, 2021.

WHEREAS, on July 10, 2019, the City and the District entered into an interlocal agreement (“Agreement”) pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City to provide the District a School Resource Officer (“SRO”) for the mutual advantage of both entities; and

WHEREAS, after entering into the Agreement, the SRO program was unexpectedly interrupted due, in part, to mandated state restrictions on the provision of in-person learning caused by the worldwide COVID-19 pandemic; and

WHEREAS, the parties mutually desire to amend and extend the Agreement to address and compensate for the unexpected suspension of the SRO program resulting from the COVID-19 pandemic;

NOW, THEREFORE, the following provisions of the Agreement are hereby amended as follows:

2. Term

2.1 This agreement shall be for a period of four (4) years, commencing on September 1, 2019 and shall terminate three days after the last day of the 2022-2023 school year, unless terminated earlier as set forth below. This agreement may be renewed thereafter upon the mutual written consent of both parties no later than July 1, 2023. Either party may suspend this agreement for operational necessity, in the sole discretion of the Police Chief or SBLSD Superintendent, upon thirty (30) days written notice to the other party. Either party may terminate this agreement for any reason upon one-hundred eighty (180) days written notice. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by midnight of the third day following the date of posting in the United States mail, by certified mail, in the absence of proof of actual personal delivery to or receipt by mail or other means and an earlier date and or time. The District shall compensate the City on a prorated basis for cost of services provided during the period the Agreement remains in effect prior to termination.

2.2 Should the District determine that the SRO program be suspended for operational necessity, the City shall reimburse the yearly sum paid by the District on a prorated basis rounded to the nearest month that the SRO program was/is suspended.

Except as expressly outlined herein, all other terms and conditions of the June 10, 2019 Agreement shall remain unchanged.

In witness whereof, the parties have executed this amendment to the Agreement.

CITY OF SUMNER

William L. Pugh
Mayor

Date

Jason Wilson
City Administrator

Date

Approved to Form:

Andrea Marquez
City Attorney

Date

SUMNER-BONNEY LAKE SCHOOL DISTRICT N0.320

Dr. Laurie Dent
Superintendent

Date

Bang Parkinson
Chief Financial and Operations Officer

Date

Approved as to Form:

Attorney

Date

Sumner-Bonney Lake School Board Approval: _____
Date

Filed with Pierce County Auditor's Office: _____
Date

SUBJECT: Approval of an Employee Separation Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Separation Agreement

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Council will be considering an employment separation agreement with Deputy Police Chief Jeff Engel. The separation agreement allows Mr. Engel to retire early to aid in effective succession planning for the police department. The agreement benefits the City by allowing us to replace a critical police leadership position in advance of several upcoming retirements. The agreement is equitable to Mr. Engel as it provides compensation commensurate to his years of service to the city in exchange for retiring 18 months earlier than he planned. The cost of this agreement should be able to be absorbed within the existing police biennial budget, using vacant position savings.

COUNCIL COMMITTEE/STUDY SESSION: Executive Session

MEETING/STUDY SESSION DATE: 5/24/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to enter into a Separation Agreement with Deputy Police Chief Jeff Engel as authorized in from by the City Attorney

SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is entered into by and between the City of Sumner, a Washington municipal corporation (hereinafter "Employer") and Jeffrey L. Engel (hereinafter "Employee"), collectively the "Parties."

WHEREAS, Employee is employed by the Employer in the capacity of Deputy Police Chief, a non-represented position; and

WHEREAS, the Sumner Police Department is facing an impending and significant turnover in department leadership in the next two years due to the Employee and both department sergeants nearing retirement eligibility and/or having expressed interest in retirement; and

WHEREAS, the City has a strong interest in ensuring the continuity of operations for the police department and desires to take measures now to prevent the turnover and/or retirement of all senior leaders at the same time without appropriate succession or back-filling those integral positions; and

WHEREAS, Employee understands the difficulties the department faces with the timing of anticipated retirements, particularly complicated by 2021 legislative changes that will require senior leaders to help develop and implement unprecedented departmental policies and practices, and agrees to accept a severance from the Employer and retire early to help mitigate those difficulties; and

WHEREAS, the Parties mutually agree to the following terms and conditions regarding Employee's separation from employment.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth below, the sufficiency of such consideration being expressly acknowledged by the Parties, the Employer and Employee do hereby agree as follows:

1. Separation from Employment. Employee's last day of employment with the Employer shall be August 31, 2021 (the "Separation Date"), at 5:00 p.m. Employee agrees to remain available to the department for succession and training purposes through the Separation Date.

2. Severance Pay Responsibilities. The Employer shall pay Employee as severance pay a gross amount equal to six (6) months of base salary at DT2 Step 5, totaling \$72,444.00 together with an additional gross amount equal to eighteen (18) months of COBRA medical, dental and vision coverage, totaling \$22,633.38 (constituting eighteen months of coverage for Employee and spouse for a total severance pay of \$95,077.38). Employee acknowledges that the severance pay shall be subject to applicable payroll and other tax withholdings and will be paid to Employee on his September 5, 2021 paycheck, or within ten calendar days of the Effective Date (defined below), whichever is later. Employee shall be solely responsible for coordinating for his own COBRA or alternative health coverage. The Parties agree that, but for this agreement, Employee is not otherwise entitled to receive severance pay.

3. Leave Payouts. In addition to severance pay, Employee will receive payouts of his accrued unused vacation as of the Separation Date. Employee will also receive a payout of his unused sick leave as of the Separation Date pursuant to Sumner Municipal Code 2.100.620. Employee acknowledges that this leave payout shall be subject to applicable payroll and other tax withholdings and will be paid to employee within 10 days of the Separation Date.

4. Health Insurance. In accordance with federal law ("COBRA"), Employee may elect continuing medical, dental and vision benefits under the Employer's current health insurance policies for 18 months ("COBRA benefits") following termination of Employee's regular coverage which will occur on September 31, 2021, provided that Employee must make timely application and remain eligible for such benefits. The gross severance pay, outlined in paragraph 2 above is intended to, and shall, fully and completely compensate Employee for 18 months of COBRA coverage at the 2021 rate for the employee and eligible dependents. Employee may elect alternative health insurance coverage if they do not wish to remain on the City's plan.

5. Unemployment Benefits. The Employer will not contest Employee's application for unemployment insurance benefits as a result of this Agreement, subject to its obligation to provide truthful information to the State of Washington. The parties acknowledge that eligibility for unemployment insurance benefits is determined by the State of Washington, and the Employer can make no guarantees regarding benefits.

6. Release. Employee understands his rights and obligations under applicable law and agrees, on behalf of himself and his marital community (if any), his heirs, executors, successors and assigns, to waive and release all known and unknown claims that Employee currently has against the Employer and any of its current, former, and future employees, elected officials, agents, volunteers, and representatives (collectively referred to as the "Released Parties"), except claims that the law does not permit Employee to waive by signing this Agreement. Employee understands and agrees that this release includes, but is not limited to, any and all claims or causes of action arising under: (1) any federal, state, or local law relating to employment discrimination (including without limitation the Age Discrimination in Employment Act); (2) any federal, state, or local law relating to employment or termination rights and/or benefits; and (3) any other basis for legal or equitable relief whether based on express or implied contract, tort, common law, constitution, statute, constitution, public policy, or other legal or equitable ground. Employee understands that he is not waiving claims arising from events occurring after the date of this Agreement. Employee acknowledges that his separation from employment is permanent and that he shall not be eligible for rehire by Employer.

7. Review and Revocation. Employee acknowledges that pursuant to the Age Discrimination in Employment Act (ADEA), he has been offered the opportunity to review a copy of this Agreement for a period of twenty-one (21) days (the "Review Period"), and the Parties have agreed that changes to this Agreement during the Review Period, whether material or immaterial, shall not restart the running of the 21-day Review Period. Employee further acknowledges that

the Employer encouraged Employee at the beginning of the Review Period to consult with an attorney concerning the terms and conditions of this Agreement, including without limitation the release set forth in this Separation Agreement. The Employer and Employee agree that Employee shall have seven (7) calendar days (the "Revocation Period") following the date on which Employee signs this Agreement to revoke his acceptance of the Agreement and the release set forth in this Agreement. This Agreement shall not become effective until the eighth (8th) day after Employee executes this Agreement (the "Effective Date").

8. Other Claims. Employee represents that Employee has no pending complaints, charges, lawsuits or claims against the Released Parties with any governmental agency or any court, and that Employee has not assigned to any third party any potential claims, complaints, charges, lawsuits, or claims against the Released Parties.

9. Continuing Rights. Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with, reporting potential violations of law to, or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or a comparable state or local agency, or to any other federal or state agency responsible for enforcement of the law; provided, however, that Employee hereby waives and releases his right to recover any form of personal relief from the Released Parties.

10. Return of Property. Employee represents and certifies that all property and equipment of the Employer have been left at the Employer's offices or returned to the Employer as of the Separation Date.

11. No Admission. Employee acknowledges that this Agreement is not an admission of liability or wrongdoing by the Released Parties. Employer acknowledges that this Agreement is not an admission of liability or wrongdoing by the Employee.

12. Mutual Non-disparagement. Employee agrees that he will not make disparaging statements about the Employer, its elected officials and employees in communications with third parties, in a press release, or any other similar forum or manner. The Employer agrees that its elected officials and senior management employees will not make disparaging statements about Employee in communications with third parties, in a press release, or in any other similar forum or manner. This Agreement does not prohibit any person from testifying truthfully under oath or providing truthful information pursuant to an investigation involving potential violations of law.

13. Governing Law and Venue. This Agreement shall be subject to and governed by the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and expenses in such amounts as determined to be reasonable by the court.

14. Complete Agreement. This Agreement constitutes a full and final resolution of all

matters in any way related to Employee's employment with and separation from the Employer and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties agree that no changes to this Agreement are valid unless in writing and signed by the Parties. Employee represents that in entering into this Agreement, he does not rely on any statements by the Employer or any of its employees or agents except what is stated in this Agreement.

15. Severability. If any part of this Agreement is found to be unenforceable (with the exception of the release contained in Paragraph 6), the remainder of this Agreement will remain fully valid and enforceable. To the extent any terms of this Agreement are called into question, all provisions shall be interpreted in a manner that would make them consistent with current law.

16. Voluntary Execution. Employee acknowledges that he has read, considered, and fully understands this Agreement and all its terms, and executes it freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement as their free and voluntary act on the dates set forth below:

EMPLOYEE



Jeffrey L. Engel

Date: 5/17/21

EMPLOYER CITY OF SUMNER

By _____
William L. Pugh, Mayor

Date: _____

SUBJECT: Public Hearing - Sumner Bonney Lake School District Development Agreement

CATEGORY: Public Hearings

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Hearing Examiner Recommendation Development Agreement
2. Sumner High School Master Plan Development Agreement

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The Sumner-Bonney Lake School District is undertaking an extensive, and phased, project to modernize and replace the current Sumner High School facility. The project required the District to re-apply for a conditional use permit (CUP) due to the major modifications to the project since the District received its 2018 CUP permit. To ensure some level of certainty related to the rules, regulations and fees that will govern the phased modernization project, the District requested a development agreement (DA) to enable it to vest to certain zoning and development regulations, including impact fees, currently in place. The term of the agreement is 10 years. Pursuant to the process outlined in SMC 18.20.040(B)(1), the City's hearing examiner heard from both the City and the District regarding the development agreement during the same hearing he was presented with the CUP application. The Hearing Examiner reviewed and considered the terms of the Development Agreement, and on May 13, 2021 he issued a recommendation that the City Council approve the DA with the District. Upon approval of the Development Agreement, the Hearing Examiner can issue his decision on the Conditional Use Permit.

Development Agreements are specifically authorized by RCW 36.70B.170-210 and SMC 18.20 as a proper exercise of a City's police power.

Tonight is an opportunity for the Council to hear from the public about the proposed development agreement. The DA will be on the agenda for the regular council meeting on June 21st.

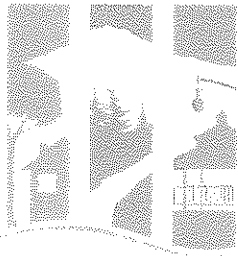
COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 5/24/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Pursuant to RCW 36.70B.200, hold a public hearing on the proposed development agreement between the City and the Sumner-Bonney Lake School District.



CITY OF
SUMNER
WASHINGTON

1104 MAPLE STREET, SUMNER WA 98390

May 13, 2021

Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

RE: SHS CUP-PLN-2021-0012
SHS DEVELOPER AGREEMENT PLN-2021-0024

Dear Applicant:

Transmitted herewith is the Report and Recommendation of the City of Sumner Hearing Examiner relating to the above-entitled matter.

Very truly yours,



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

SKC/jjp
cc: Parties of Record

- 1 -

OFFICE OF THE HEARING EXAMINER

CITY OF SUMNER

REPORT AND RECOMMENDATION

CASE NO.: SHS CUP-PLN-2021-0012
SHS DEVELOPER AGREEMENT PLN-2021-0024

APPLICANT: Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

PROJECT Hainline
REPRESENTATIVE: Attn: Matt Guilanians
411 First Ave South Suite 210
Seattle, WA 98104

PLANNER: Scott Waller, Associate Planner

SUMMARY OF REQUEST:

Execution of the Sumner High School Master Development Agreement.

SUMMARY OF RECOMMENDATION: Execution of Development Agreement.

PUBLIC HEARING:

After reviewing Community Development Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on April 29, 2020, at 9:00 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

- EXHIBIT 1 - Community Development Department Staff Report
- EXHIBIT A - Developer Agreement
- EXHIBIT 1 - Legal Description of School District Property
- EXHIBIT 2 - SHS Master Plan Site Plan
- EXHIBIT 3 - Construction Sequencing Plan
- EXHIBIT 4 - Building Height Analysis
- EXHIBIT 5 - Landscape Plan
- EXHIBIT 6 - Signage Plan
- EXHIBIT 7 - Signage Description
- EXHIBIT 8 - PSE Street Lighting Plan
- EXHIBIT 9 - Right-of-ways Improvement Plan
- EXHIBIT 10 - ROW Vacations/Deed Conveyances Map
- EXHIBIT 11 - Stormwater System Plan
- EXHIBIT 12 - Water System Plan
- EXHIBIT 13 - Code Compliance Plan
- EXHIBIT 14 - Sewer System Plan
- EXHIBIT B - Developer Agreement NOA/NOH
- EXHIBIT C - Public Comments

The Minutes of the Public Hearing set forth below are not the official record and are provided for the convenience of the parties. The official record is the recording of the hearing that can be transcribed for purposes of appeal.

SCOTT WALLER appeared, presented the Community Development Department Staff Report, and testified that after the previous conditional use permit approval the school district decided to develop an entire new master plan for the high school. However, the Elhi Hill School is completely constructed and in operation. The new proposal calls for a phased demolition and reconstruction as well as improvements to the sports facilities. Phase 2 is much larger than the balance of the improvements. The high school will consist of 334,614 square feet following construction and will need a special height exception. Construction will occur over a number of years and during that time, significant parking areas will remain during the construction of the various components. The code allows a special height exception, which in this case is proposed for the center of the building away from property lines. The architecture provides step-down building heights toward residential areas. Staff finds the proposal a good design and layout. The district will provide new lighting throughout the campus as well as frontage improvements. The only stadium work will consist of replacement lighting, all of which will be down shielded. The district will determine the amount of light needed and when. The district has evaluated noise from all equipment onsite to include a public address system and whistles on the athletic fields. The studies show that activities on the site will not create noise beyond the maximum 55 dB(A) allowed. The applicant will also perform a post occupancy noise study. They are providing walls around all equipment to ensure the noise stays on the property.

The project includes 224 new parking stalls that will mitigate on street parking requirements. However, the school will accommodate only 33 new students so it will have little traffic impacts. Significant landscaping is shown throughout the site. He then discussed the conditional use permit criteria to include the perimeter landscaping and six foot tall fencing. The project meets and exceeds all performance standards and will result in only a limited increase in traffic. The project also provides a better flow for school buses, and includes pedestrian improvements such as crosswalks. The Comprehensive Plan supports quality schools and notes that schools are primary focal points in the center of the community. The plan also supports building the school up and not out. Building up also allows retention of the athletic fields. Concerning the height exception, a taller building allows more learning space, open space, and parking. Other parts of the building are below the height limit and outright permitted. The tallest portions of the building are near Main Street and abut commercial properties. The high points will include the theatre loft and the HVAC equipment screens on the roof. The overall proposal makes a better use of the school parcel. They received five comments from 2018 that address traffic and parking, but these issues are addressed by the increased number of parking spaces and the small increase in students. Other letters expressed concern about Elhi Hill. However, that school is completed and in operation. They will provide heavy landscape screening of the surface area, and staff recommends additional landscaping at the east entrance to the service area. The district is currently evaluating more landscaping. The trash receptacles will be enclosed. The architecture includes brick on the bottom of the buildings. Concerning the Development Agreement, Mr. Waller testified that the intent is to provide flexibility, especially for the phasing and to allow for financing. The applicant will construct Phase 1 first and then Phase 2 following acquisition of funding. The DA will also address the height exception. He finds that the request for DA approval meets all criteria set forth in the SMC. The DA provides certainty and flexibility, and some areas will be updated to include landscaping and lighting. The request meets all code requirements and staff recommends that the Hearing Examiner recommend approval to the City Council. The Council is considering a Comprehensive Plan update at present for the school area. The portables will be removed during Phase 1 as they are currently on a parking lot. The one portable that will remain is used as the athletic director's office. Concerning the differences between now and 2018, the applicant now proposes to remove the entire high school building. District experts found that it would be challenging to add onto the existing building. Removal will also allow a shift of the building to the east. They will improve the ingress and egress points into the school.

MARY URBACK, attorney at law representing the applicant, appeared and testified that the applicant is providing a large commitment for educational achievement and recreation and a substantial resource for the community. The high school was first constructed on the site in 1901. She then introduced her expert witnesses and testified that they had done a thorough and careful job. She then introduced exhibits into the record. She agrees with all conditions of approval proposed by staff. The Examiner will make a recommendation regarding the DA to the City Council, but does need to make findings of fact and conclusions of law. The DA is consistent with City requirements, provides certainty for the development plan, and addresses bonding. A CUP does not vest the project, but the DA

does. The DA will provide the City certainty and will implement the Comprehensive Plan. The school will serve as a bridge between the Town Center and the East Main corridor. Only the performance center loft exceeds the 50 foot height limit. The other tall portions are mechanical features that are exempt from height limitations. The excess building height area will cover only 2.7 percent of the overall roof area. The district acted as lead agency and submitted a detailed, 47 page, environmental checklist. They received only two comments, one from DOE and one from the City. The MDNS recommends 33 mitigating measures that are included in conditions of approval. The applicant also prepared an addendum to the MDNS that was issued April 27, 2021, and has no appeal period. SEPA review is therefore finally completed. She then referred to page 11 of the Staff Report and noted that DOE concerns are addressed in the MDNS. Exhibit W is a site map. They found an underground storage tank, but testing showed no contaminants. However, the district did not submit the results to DOE, which is the reason for their comment. In 2018 they obtained a No Further Action letter from DOE. Public engagement with the community began in 2018. The original idea was to construct one new building and remodel the existing school building. They went out to bid in October, 2018, and received only one bidder and his bid was higher than the amount of the bond. The School Board then elected to pursue a new evaluation of the project. As a result, the applicant acquired 11 residential parcels, nine on Mason Street and two on Washington Street over a three month period. The district also formed a task force that looked at what was approved and what could be done. They issued a report and recommendation that went to the general public in May and June. They then made an initial recommendation to the Board in 2019. They moved toward a master plan to unify the physical education and scholastic areas of the campus. The Board unanimously approved the master plan. The Board then conducted more public outreach to assess the bonds and the master plans. They reconfirmed the master plan and bond to fund Phase 2. Phase 1 is already funded. However, the bond for Phase 2 was not successful. The DA will provide certainty for bonding requests in the future. The Examiner's previous Decision was issued in 2018 and authorized the Elhi Hill School that is now completed as part of the previous Decision. The Elhi Hill parking lot is also completed and is awaiting final inspection from the City. They worked with neighboring property owners and their issues are now moot. They calculated the total number of parking spaces. The school bus entrance was relocated to Main Street as part of the 2018 approval.

MATT GUILANIANS appeared and testified that he is the project manager and introduced his CV as Exhibit 2. They considered many different layouts, but wanted a cohesive campus within integrated buildings. They designed the footprints to provide parking spaces and classrooms. They also organized the building to include a nice, north-south corridor. They improved the circulation. The classroom buildings are to the west, the administrative portion in the center, and the athletics to the east. Football parking is next to the stadium. Phase 1 will consist of a three story structure, but steps down to one story at the outer edge. The new building will connect to the existing school with a covered walkway. The buses will enter onto Mason Street and exit up to Washington Street. The special ed students will continue to be dropped off at the present location on Main. The Main Street portion of the building will not provide much vision into the structure as they

want to keep a residential appearance and provide landscaping. The fire access will occur from Main Street. Improvements will include crosswalks and bump outs. In Phase 1 no demolition will occur except for the removal of the portables. In Phase 2 they will construct the west building, the greenhouse, and animal veterinarian building. When the west building is occupied they will demolish the existing school and build the east building. The multi-use field is in the area of the baseball field and will include soccer and basketball as well as tennis courts. The entire area will be inviting to the community. They will utilize shielded lighting for the football field. They will install fencing and landscaping along the alley between Mason and Washington to provide screening for the apartments. They will exceed the required parking demand with 688 plus spaces. The football parking area will have numerous accesses to Main, the alley, and Valley Avenue. They will improve all intersections to ADA standards including lighting and crosswalks. Stormwater will meet City requirements. Exhibit J shows the modulation of the building and the mechanical structures at the center of the building. They are exempt from height requirements. Modulation is in and out and the buildings will not be monolithic. The library and kitchen area will be 35 feet in height, the academic buildings 46 feet, and Building 2 between 35 and 45 feet. They looked at gables and an A framed roof, but believe that such architecture would look like a barracks due to the size of the roof. They need the additional height to accommodate the athletic fields. The existing performance arts building is left at 56 feet. The project is consistent with the newly proposed Comprehensive Plan regarding compact design which generates less stormwater runoff and a better HVAC system. About one-quarter of the buildings will extend more than 35 feet in height, but will not exceed 50 feet. They performed a shadow analysis and noted that winter provides the most severe case. During the winter the shadow of the buildings gets to the north side of Mason, but not onto adjoining properties. They are mindful of community issues and will not reduce the number of parking spaces during construction. They will honor the hours of construction and provide appropriate truck routes. He will be onsite personally to address any problems.

Upon questioning by MS. URBACH, MR. GUILANIAN testified that crosswalks will be installed on Wood, Mason, and other streets. The contractor will be bound to the construction plan, but they will consult with the City if they need changes. Said requirements are identified as mitigating measures.

CHRIS FOTE, electrical engineer, appeared and addressed the outdoor lighting system to include the athletic facilities. The new lighting system when compared with the existing system will provide greater safety and security and reduce impacts on neighbors. Page 6 of Exhibit G shows the existing lighting that is dominated by the athletic field facilities and the parking lots. He then presented his report to include its light readings and the type of luminaries that will be cut-off to eliminate light spill-over. They will install lights on poles at the proper height and with minimum wattage bulbs. They will utilize 11 new poles on the sports field, 60 to 80 feet in height that will allow extensive, external shielding. These luminaries are used at competitive high school games and also for private recreation. They will use the most advanced lighting on the market, which will minimize the scattering of light by shielding and directing the light. Multiple fields have utilized these lights and they have

worked well. They looked at lighting impacts at individual property lines and will utilize larger visors for luminaries directed at a property line. They will need to add ball tracking lighting which are mounted on the poles and pointed directly into the air. They will reduce the lighting at the stadium by approximately 40 percent and will use the existing poles. They will also do a post construction evaluation and will perform any corrections necessary. He sees no significant adverse impacts.

SCOTT WALLER appeared and read JASON WISWELL comments into the record.

KRISTEN WALLACE, Rambo Consultants, appeared and testified regarding the noise evaluation of the master plan that included the school buses and the farm animal project. They also looked at the public address system, the athletic fields in general, and whistles. She then compared noise generated by the site to the noise limits, and also identified the location of the noise meters. They considered the athletic facility, spectator noise, the PA system, on fixed poles pointing towards spectators, and whistles. She found that all noise generators will meet code requirements. Mitigating measures include no music played by the PA, as she does not want continuous noise. She was engaged by the district to also conduct post construction measurements. She will do so for students noise and generators that will be in operation during Phase 2. She will also evaluate the pool condensers, and the public address system when in operation. She will provide the report to the City.

MS. URBACH then reappeared and introduced her brief as Exhibit EE. SEPA review identified no detrimental impacts and all significant impacts are mitigated. The district imposed mitigation upon itself that was likely not necessary. This school will be a model for students and residents. She then reviewed conditions and noted Exhibit 10 requires a lighting control system. Events will close by 10:00 p.m. and lighting will be reduced for 30 minutes for staff clean-up. The school project embodies all applicable Comprehensive Plan policies. The design of the project should be approved along with the DA.

No one spoke further in this matter and so the Examiner took the request under advisement and the hearing was concluded at 11:15 a.m.

NOTE: A complete record of this hearing is available in the office of the City of Sumner Community Development Department.

FINDINGS, CONCLUSIONS, AND RECOMMENDATION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, previously viewed the property, heard testimony, and taken this matter under advisement.

2. NOTICE:

The proposed conditional use permit is classified as a Type V decision in accordance with Sumner Municipal Code (SMC) 18.56.030(H).

a. Notice of Application

The Notice of Application was posted on site, posted at Sumner City Hall, mailed to all property owners within 500 feet, posted on Sumner's website and published in the official city newspaper, the Courier Harold on April 2, 2021 in accordance with SMC 18.56.075 and 18.56.110(B).

a. Notice of Public Hearing

The Notice of Public Hearing was posted on site, posted at Sumner City Hall, mailed to property owners within 500 feet, posted on Sumner's website and published in the official city newspaper, the Courier Harold on April 2, 2021 in accordance with SMC 18.56.075 and 18.56.110(B).

3. The Sumner-Bonney Lake School District (District) proposes to rebuild much of its Sumner High School campus in two phases. The school is located in the downtown area of the City of Sumner, north of Main Street, west of Valley Avenue East, west of Wood Avenue, and south of Mason Street. The District or its predecessor initially constructed a school on a portion of the present campus site in 1911, and the site has continually supported a school since then. The District has remodeled and expanded the school over the years, and now proposes to essentially construct a new, modernized campus. Upon complete build-out, the school will include 334,614 square feet of building space. A theatre fly loft and mechanical screening structures will extend to a height of approximately 60 feet. Such height exceeds the maximum height limit of 50 feet in the applicable Low Density Residential (LDR), Medium Density Residential (MDR), and Central Business District (CBD) zone classifications. However, the equipment structures are exempt from the height restriction.
4. Phase 1 will include construction of a three story, 85,761 square foot, education building. Phase 2 will include demolition of the existing school building and construction of a three story, 89,491 square foot, west building; 21,000 square foot greenhouse; 15,000 square foot, animal science facility; two story, 159,362 square foot, east building; and improvements to the sports facilities. Upon completion of construction the site will provide 688, onsite, parking stalls, landscaping, walkways, stormwater management facilities, and frontage improvements. The improvements will accommodate a total student enrollment of 1,830; 33 more than the highest, currently authorized student population of 1,797.
5. Reconstruction of the school on the existing site is a permitted use within the three zone classifications that cover the site (LDR, MDR, and CBD), but requires acquisition of a conditional use permit (CUP). A CUP does not vest a project for consideration under the Comprehensive Plan, development regulations, and other development ordinances in effect at the time of submitting a completed CUP application. Since the District will need years to complete the project as it is

dependent on voter funding, until the District can submit applications for building permits, the project is subject to amendments to both the Comprehensive Plan and the Sumner Municipal Code (SMC). Therefore, the District requests that the Sumner City Council enter into a Development Agreement (DA) that will vest the project upon execution, thereby providing the District the ability to construct the school in accordance with present regulations. Such will also provide the City assurance that the District will construct the project in accordance with the approved site plan and conditions of CUP approval.

6. RCW Section 36.70B.170-36.70B.210 authorize the City to enter into a DA for a land use project. The City Council adopted through its police power authority a DA option for owners of real property, as codified in Sections 18.20.010-18.20.050 SMC. In the present case the District proposes a DA to govern the improvement of its school site.
7. The Examiner previously approved a CUP that included a special height exception on June 7, 2018. Said CUP authorized modernization and expansion of the Sumner High School campus and a change of use to relocate the Ehli Hill program to a new site on Meeker Avenue. However, following an unsuccessful bidding process, the School Board in consultation with its experts decided to develop a master plan for the entire high school site. The proposed plan will essentially reconstruct Sumner High School in phases over a period of years as shown on Exhibit 2 to the Staff Report.
8. The District has prepared a DA that it now proposes to the City. Staff has reviewed the DA and its Exhibits and recommends approval. Pages 6-8 of the proposed DA set forth the phases of construction as depicted on Exhibits 1-14 to the agreement.
9. According to Section 3.1 DA, the entire project will vest at the effective date of the DA and the vesting will continue throughout its term. In accordance with SMC 18.20.050(C)(1), the City Council may approve a DA for a maximum term of 20 years. In Section 14.1 DA, the District requests a term of ten years, subject to extension by a "FORCE MAJEURE EVENT". Furthermore, Section 14.2 DA authorizes the Council to extend the term for a maximum period of 20 years.
10. Chapter 4 DA sets forth "ZONING/LOT PERFORMANCE STANDARDS". Said section provides that all buildings will meet a required frontage setback of not less than 25 feet with the exception of the greenhouse that will encroach approximately five feet into the 25 foot front yard setback. Any storage sheds, concession stands, restrooms, or other accessory structures associated with the multi-use, athletic field may encroach into the entire structural setback (to the property line). Setback requirements will not apply to the multi-use field itself or the tennis courts as depicted on the master plan site plan (Exhibit 2). In addition, approval of the DA will include the City Council's consent to the varying heights of structures to include the maximum height of 60 feet for the performing arts center and mechanical equipment

facilities on the roof. Fencing will exceed fence height requirements in the area of the multi-use field and tennis courts as set forth in Section 4.5 DA.

11. Chapter 8.5 DA requires the City Council upon application by the District to deed areas currently owned by the City to the District. These areas include the Washington Street alley; Mason Street alley (Section 8.5.1); triangular strips of the Main Street right-of-way not opened for public right-of-way transportation purposes and are currently maintained by the District (Section 8.5.2); and dedication or a quit claim deed for potentially City owned property that is on the District's property (Section 8.5.5). Said chapter also requires the District to dedicate properties along Mason Street to the City (Section 8.5.4). Finally, Section 8.5.3 DA provides that the City will receive no compensation for right-of-way vacations.
12. The DA and Exhibits attached thereto address various project components to include landscaping, signage, street lighting, City rights-of-way and improvements (sidewalks, crosswalks, bulb outs, driveway approaches), stormwater system, water system, fire flow, sanitary sewer system, electrical service and natural gas services.
13. Section 18.20.040 SMC sets forth the process and procedure for DAs. For DAs addressing projects with associated permits, Subsection (B)(1) provides as follows:

If the final decision on the underlying project permit application is made by the hearing examiner, then the hearing examiner shall consider both the project permit application and the proposed development agreement together during the public hearing. The hearing examiner shall make a recommendation to the council on the development agreement and his/her decision on the underlying project permit application shall be held in abeyance until the city council considers the proposed development agreement in a public hearing. If the city council approves the development agreement, the council shall, by ordinance or resolution, authorize the mayor to execute the development agreement on behalf of the city. At this point the hearing examiner may then issue his/her final decision on the underlying project permit application....

In accordance with SMC 18.20.040 the Examiner is issuing the present recommendation to the City Council. If the Council approves the DA, the Examiner will then proceed to issue a final decision on the underlying project permit (the CUP).

14. Prior to approving a DA the City Council must determine whether the contents thereof satisfy the requirements set forth in SMC 18.20.020(F). Findings on each requirement are hereby made as follows:

- A. The DA sets forth project components that define and detail the school reconstruction as well as all existing and proposed building sizes. The project details are well-beyond a conceptual level and show all building elevations and renderings.
- B. The DA addresses the amount and payment of impact fees in Sections 3.2 and 3.4. Said sections also provide a list of applicable SMC sections to which the project will vest upon execution. The project is not vested to building codes, fire codes, and other construction codes including fees associated therewith. The requirements of said codes and fee amounts will be determined at the date of submittal of a complete building permit application. However, said section exempts the District from design review if permit applications are consistent with the master plan. The project will also be subject to the imposition of new regulations that address a serious threat to public health and safety. The DA in Section 3.4.1 vests the District for a period of five years to the fee schedule for utility system development charges. Due to the limited increase in the number of new students that the school will accommodate together with the elimination of the traffic generated by 11 single-family residential parcels along Wood Avenue and Mason Street that the District acquired, for traffic impact fee purposes the project will actually decrease traffic. Any traffic impact fees owed will be determined at the building permit process. In calculating the park impact fee, the District will receive a credit for the actual cost of constructed athletic facilities in accordance with DA 3.4.3.
- C. The District served as the lead agency for review pursuant to the State Environmental Policy Act (SEPA). The District responsible official issued a threshold Mitigated Determination of Nonsignificance (MDNS) that contains 34 mitigating measures that will be included as conditions of CUP approval. The lead agency considered a significant, 47 page, environmental checklist prepared by Matthew Guilanians of Hainline and Associates, the project manager. No appeals of the threshold determination were received and therefore the SEPA process is final. In addition to SEPA mitigating measures, the applicant must comply with all applicable City, State, and Federal requirements.
- D. The District has provided design standards that include architectural treatment, height considerations, setbacks, landscaping, stormwater drainage, water quality requirements, and other development features. The District has submitted a building setback modulation plan, landscape plans, lighting report for various areas of the campus to include the athletic facilities, noise study, transportation technological report, building height analysis, color renderings, shadow analysis study, and plans for the various buildings.

- E. The project makes no provision for affordable housing. Such requirement is not applicable as no residential uses are proposed for the site.
- F. The overall site plan provides significant athletic facilities both inside and outside and preserves significant, common, open space as shown on the master plan.
- G. As previously found the District proposes to construct the project in phases, which are set forth in the phasing plan shown on Exhibit 2 to the DA.
- H. As previously set forth the applicant has provided a vesting period for applicable standards as well as a build-out time of ten years.
- I. The DA sets forth the number of additional agreements as set forth above.

The proposed DA satisfies all contents of a Development Agreement as required by SMC 18.20.020(F).

- 15. Section 18.20.020(A) SMC requires consistency of a DA with applicable policies and goals of the City of Sumner Comprehensive Plan. Staff has set forth applicable plan sections and policies related to the DA on pages 3-6 of the Staff Report. Numerous vision and value statements and Comprehensive Plan policies support the proposed master plan and modernizing the Sumner High School. The Comprehensive Plan provides that "Our public school system is at the center of our community. It is a source of pride and provides identity for our City..." Policy 1.10 encourages support of the District in its efforts to provide the best education for all students. Policy 1.10.1 encourages coordination and communication with the District to include school facility location, activities, and school involvement in the community.
- 16. Specific concerns raised by residents to include the impact of the aesthetics of the service entrance along Mason Street have either been addressed or will be addressed as part of the CUP. Additional buffering and screening is proposed on the north property line in the area of the service yard entrance.
- 17. The Comprehensive Plan designates a majority of the site as Public/Private Utilities and Facilities (PPUF). Allowable uses include schools. However, the recently approved Elhi Hill program is located in the Central Business District and Low Density Residential 3 designations. Furthermore, the expanded parking lot at Wood Avenue is located in the Medium Density Residential designation. The City Council is currently considering a Comprehensive Plan amendment to change the designation of said parcels to PPUF. However, even under current designations, educational facilities are contemplated as secondary uses. The entire master plan is consistent with the City's Comprehensive Plan designations. The Examiner has reviewed staff's analysis of the Comprehensive Plan policies, agrees therewith, and

incorporates said evaluation as his own as if set forth in full.

18. Section 18.20.020(E) SMC provides in part:

- E. Standards not affected. A Development Agreement cannot authorize deviations from the...maximum structural height allowed in the underlying zoning district unless approved by a majority plus one of the whole council after a public hearing on the agreement.

In the present case the District requests authorization of a height extension to 60 feet for the performing arts center fly loft. Section 4.4 DA reads:

- 4.4 Height Standards. The City approves and consents to the varying heights associated with the Phase 1 Building, Phase 2 West Building, and Phase 2 East Building in excess of 30' to a maximum height of 60' relating to the Performing Arts Center, as described on the Building Height Analysis, dated February 1, 2021, and attached hereto as Exhibit 4.

Thus, the City Council is asked to approve extended heights of the school building. The District has also included a height exception request along with the CUP request for consideration. In the present case the height increases are necessary to prevent a sprawled out campus that would create difficulty in student movement, emergency response, and preservation of athletic fields and open spaces. The buildings reduce in height along exterior property lines, especially those abutting single-family residential homes. Such lessens the impact thereon. The increased height benefits the public welfare and will not injure property or improvements in the vicinity.

CONCLUSIONS:

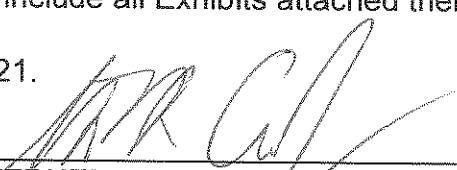
1. The Hearing Examiner has jurisdiction to consider and make recommendations on the issues presented by this request.
2. The proposed DA is consistent with applicable policies and goals of the City of Sumner Comprehensive Plan.
3. The DA is consistent with applicable City development regulations and sets forth a reasonable term for approval of project permits based upon the size and extent of the project and the District's means of funding the project. The Development Agreement reflects deviations in the height of buildings as well as setbacks for various structures. The request for deviations satisfies the criteria set forth in SMC 18.20.020(C) as approval will provide the flexibility necessary to provide public benefits and respond to changing community needs. Furthermore, the deviations will preserve and enhance the existing downtown character which includes the

athletic facilities, and will allow a new, agricultural, education program. The deviations will allow more and better public amenities to include athletic facilities, plazas, and pedestrian connections. The deviations likewise result in a superior design solution that provides a compact campus and allows meaningful space for amenities to include the athletic facilities. The deviations are consistent with the public health, safety, convenience, and general welfare.

RECOMMENDATION:

It is hereby recommended that the Sumner City Council enter into the proposed Development Agreement with the Sumner-Bonney Lake School District No. 320, a Washington Municipal Corporation that will include all Exhibits attached thereto.

RECOMMENDED this 13th day of May, 2021.



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 13th day of May, 2021, to the following:

APPLICANT: Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

PROJECT Hainline
REPRESENTATIVE: Attn: Matt Guilanians
411 First Ave South Suite 210
Seattle, WA 98104

OTHERS:

Pam Pfaltz
20409-124th Street Court East
Bonney Lake, WA 98391

Nicholas Paradis
1431 Mason Street
Sumner, WA 98390

CITY OF SUMNER

RECONSIDERATION AND APPEAL NOTICE

Reconsideration and Appeal Rights are set forth in Chapter 18.56 of the Sumner Municipal Code.

Recording Requested By;
After Recording Return to:
Mary J. Urback PLLC
12417 12th Street East
Edgewood, WA 98372

Document Title:	Sumner High School, Modernization and Expansion, a Phased Master Plan Project Development Agreement
Grantor:	City of Sumner, a Washington municipal corporation
Grantee:	Sumner-Bonney School District, a Washington municipal corporation
Abbreviated Legal Description:	Revised Parcel J, BLA Recorded Under Recording No. 9511090682, Lots 4-13, Block 1, Henton's Addition to the Town of Sumner, and Lots: 2, 3, 4 & 8 Block: 2 Baumbach and Sowders Addition to Sumner
Full Legal Description:	See Exhibit 1
Assessor's Tax Parcel Nos.:	0420244205, 445000010, 445000020, 4445000030, 4445000040, 4445000050, 4445000060, 4445000070, 4445000080, 4445000090, 4445000100, 4445000110, 2350000060, 2350000100, and 2350000110

SUMNER HIGH SCHOOL,
MODERNIZATION AND EXPANSION,
A PHASED MASTER PLAN PROJECT
DEVELOPMENT AGREEMENT

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**DEVELOPMENT AGREEMENT
SUMNER HIGH SCHOOL, MODERNIZATION AND EXPANSION,
A PHASED MASTER PLAN PROJECT**

This Development Agreement (“Development Agreement” or “Agreement”) regarding Sumner High School, Modernization and Expansion, as a Phased Master Plan Project, is made this _____ day of _____, 2021, by and between the **CITY OF SUMNER**, a Washington municipal corporation (“City”) and the **SUMNER-BONNEY LAKE SCHOOL DISTRICT NO. 320**, a Washington municipal corporation (“School District”). The City and the School District shall hereinafter from time to time be referred to herein as a “party” or collectively as the “parties” to this Agreement. The “Effective Date” of this Agreement shall be the date of the last party’s signature.

I. RECITALS

A. RCW 36.70B.170 through .210 authorizes a governmental entity, as a proper exercise of its police power, to enter into a development agreement with an individual or entity having ownership or control of real property within its jurisdiction.

B. The City has codified this police power authority under Sumner Municipal Code (“SMC”) 18.20.010 through .050.

C. A development agreement provides mutual benefits to an owner of real property and to the governmental entity. It is intended to provide the owner of real property with assurances that existing regulations in effect as of the effective date of a development agreement and as subject to and as set forth under the terms and conditions of a development agreement will govern a proposed project and vest the development of the project, consistent with applicable law, with its uses and with such appropriate mitigation to address any impacts from the proposal to provide a public benefit to the community and certainty to the owner to appropriately plan for the project and its necessary future capital funding.

D. The School District is the owner of approximately 29.49 acres of property in the City, legally described on ***Exhibit 1***, consisting of the following parcels (collectively, the “***School District Property***” or “***School Site***”):

D.1 1707 Main Street which houses the existing Sumner High School campus;

D.2 1101 and 1111 Wood Avenue and 1412 through 1506 Mason Street which abut the westerly and northerly boundaries of Sumner High School; and

D.3 1518 Main Street and 914 and 908 Meeker Avenue which house the existing Elhi Hill Program and adjacent parking lot known as the Elhi Hill/Meeker Avenue Parking Lot.

E. On June 7, 2018, following a public hearing and completion of the State Environmental Policy Act (“SEPA”) review process, the City’s Hearing Examiner approved, and the School District was issued, a Conditional Use Permit with a Special Height Exception (CUP PLN-2018-0015) associated with the proposed modernization and expansion of the existing Sumner High School campus together with certain abutting parcels on Wood Avenue and Mason Street and the approval of a change of use to house the Elhi Hill Program and construction of the adjacent parking lot.

F. The School District thereafter publicly bid the project and received only one bid under the proposed CUP PLN-2018-0015 which bid substantially exceeded the budget for the proposed modernization and expansion of Sumner High School.

G. Thereafter, the School District conducted a review, study and evaluation of the proposal through a public engagement process which included convening a Construction Review Task Force in a series of Task Force meetings and additional public meetings which culminated in a Report and Recommendation by the Superintendent to the School District Board of Directors to modernize and expand Sumner High School, through a complete replacement of Sumner High School under a phased master plan project, in light of the acquisition of the abutting parcels on Wood Avenue and Mason Street and the Elhi Hill/Meeker Avenue Parking Lot (the “SHS Master Plan” or “SHS Master Plan Project”). The School District also convened a Facilities Steering Committee for bond planning, which committee concurred with the work of the School District.

H. On February 23, 2021, in accordance with the approval of the School District Board of Directors, the School District applied to the City for a Major Amendment with a Special Height Exception to CUP PLN-2018-0015 to replace Sumner High School in phases under a SHS Master Plan Project, as more particularly described under this Agreement. The Major Amendment to the CUP was assigned Permit No. CUP PLN-2021-0012. Review under the State Environmental Policy Act was completed and a public hearing on CUP PLN-2021-0012 was held on April 29, 2021.

I. The City and the School District recognize and acknowledge the public amenities and enhancements to the community proposed through the SHS Master Plan Project which include: (i) consistency with long-range planning and development in the urban core of the City, (ii) long-range planning for additional student capacity, educational enhancements, programs, and systems; (iii) architectural elements of the Master Plan Project to link the Town Center and East Main Corridors, (iv) enhanced resources to expand community resources, facilities, and events, performing arts, and activities, and (v) new, state-of-the art athletic facilities.

J. In consideration of the foregoing, the City and the School District desire to identify and memorialize by this Agreement the public benefits to be derived from and the terms and conditions that shall apply to and govern the School District’s Master Plan Project under this Development Agreement.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions herein, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing Recitals are incorporated herein as a substantive, contractual part of this Agreement.

2. SUMNER HIGH SCHOOL MASTER PLAN PROJECT

2.1 Existing Approvals. The parties acknowledge and recognize that the School District has proceeded to obtain and has obtained certain permits and approvals as authorized under CUP PLN-2018-0015 and by the City, including the improvements to 1518 Main Street to serve as the Elhi Hill Program, demolition of the residences on Wood Avenue and Mason Street, construction of the Elhi Hill/Meeker Avenue Parking Lot, and extension of the term of CUP-PLN-2018. All of these approvals are incorporated by reference under and are a part of the SHS Master Plan Project as described below.

2.2 Master Plan Project. The School District shall have the right to develop the School District Property to modernize and expand the School Property in phases under a Master Plan Project, under the Applicable Law, as defined under Section 3.2, and the terms and conditions of this Development Agreement, to house 1830 students and 150 staff in three main structures, totaling 334,614 square feet, together with athletic facilities. The Sunset Chevrolet Stadium will remain in its current location and condition; provided, however, the SHS Master Plan Project includes replacement and upgrading of the field lighting. The Master Plan Project is proposed to be built in two phases under the SHS Master Plan generally consistent with the description under this Development Agreement and as depicted on those certain ***Exhibits 1 through 14*** attached hereto and incorporated herein by this reference. The SHS Master Plan Project will generally consist of the following elements as illustratively depicted on ***Exhibit 2*** (the “***SHS Master Plan Site Plan***”, dated February 1, 2021):

2.2.1 Phase 1.

Phase 1 will be a three-story, single structure (the “Phase 1 Building”) containing approximately 85,761 sq. ft., but in no event shall exceed 86,000 sq. ft. The Phase 1 Building will implement the School District 2016 Capital Bond goals and consists of a three-story structure with 18 classrooms, a Commons/cafeteria with outdoor courtyard, library, kitchen, secured vestibule, technology upgrades, administrative and support services, service yard with trash enclosures, walled emergency generator, loading dock, and central mechanical rooms. The Phase 1 Building will be located in the grassed area west of the existing parking lot known as the “West Parking Lot” and extend northerly to Mason Street. Phase 1 will be

connected to the existing High School building via a temporary walkway to be centrally located within the existing “West Parking Lot”.

During construction of Phase 1, the School District shall maintain a total minimum parking count of 400 stalls. The school bus load and unload area will be re-located from Main Street to Mason Street along the School District-owned properties. School busses will exit from Mason Street to Washington Street through the existing alley (to be vacated by the City, as described more particularly below under Section 8.5) abutting the existing area known as the “North Parking Lot”. As part of Phase 1, the special education busses will continue to load and unload in the “West Parking Lot”. Within ninety (90) days of occupancy of the Phase 1 Building, all portables on the Project Site (in the area known as the existing “North Parking Lot”) will be removed and 590 parking stalls will be available for on-site parking. No structures will be demolished in Phase 1.

2.2.2 Phase 2. Phase 2 will consist of two structures identified as the “Phase 2 West Building” and the “Phase 2 East Building” together with a new Multi-Use Field, eight (8) tennis courts, and a pool (subject to review by a future Facilities Steering Committee to be convened by the School District as part of future bond planning).

The Phase 2 West Building is designed as a three-story structure, housing 42 classrooms, day care, career and technical education (CTE) with an associated 2,100 sq. ft. greenhouse and a 1,500 sq. ft. animal sciences building for the temporary housing of animals with a covered pen area. The Phase 2 West Building will be connected to the Phase 1 Building on all levels through an east-west, clerestory-enclosed corridor. Upon occupancy of the Phase 2 West Building, the special education busses will load and unload along the Phase 2 West Building and will exit onto Wood Avenue.

The Phase 2 East Building is designed as a one-story and two-story combined structure consisting of administration and student services, faculty lounge, visual arts, music, choir, and band, performing arts, main and auxiliary gymnasiums, locker rooms and a pool (subject to review by a future Facilities Steering Committee to be convened by the School District as part of planning for a future capital bond). The Phase 2 East Building has a shared wall with the eastern face of the Phase 1 Building.

The Multi-Use Field, to be located on Washington Avenue, will be a lit, synthetic turfed field with associated storage buildings, concessions and restrooms, and spectator seating to accommodate baseball, softball, fast pitch, soccer, lacrosse, and other athletic and recreational activities to serve students and the community. The Multi-Use Field will be lighted with a state-of-the art, technologically advanced and shielded, LED lighting system equipped with external, extended visors, where appropriate, on eleven (11) 60’, 70’, and 80’ poles and equipped with ball tracking, shielded lighting mounted at 15’ to provide visibility of the ball to ensure the safety of the players on the field.

Eight (8) lighted tennis courts with associated spectator seating are planned adjacent to the Multi-Use Field at the intersection of Washington Street and Valley Avenue.

The tennis courts will be lit with a state-of-the art, technologically advanced and shielded, full-cut off LED lighting system equipped on six (6) 50' poles.

The existing lighting system at Sunset Chevrolet Stadium will be replaced with a state-of-the art, technologically advanced and shielded, LED lighting system on the existing poles and mounted with ball tracking, shielded lighting at 15' to provide visual tracking of the ball to ensure the safety of the players on the field.

As part of the Phase 2 construction, and prior to completion, not less than 688 parking stalls will be constructed in three lots identified on the Master Site Plan as: the "Wood Avenue Parking Lot", the "Main Parking Lot" and the existing "Elhi Hill"/"Meeker Avenue Parking Lot".

2.3 Construction Sequencing Plan.

2.3.1 The School District has prepared and agrees to substantially comply with the ***Construction Sequencing Plan***, dated February 1, 2021, set forth under ***Exhibit 3***, which describes, in detail, the construction activities and project elements corresponding to a subphase of either Phase 1 or Phase 2. Each subphase of the Construction Sequencing Plan includes: (i) a description of the specific construction activities, (ii) the location of construction staging areas, (iii) the location of construction staging access locations, (iv) parking availability, (v) description of the project element to be completed, (vi) demolition activity, and (vii) conceptual timeline of each subphase.

2.3.2 The City acknowledges and recognizes that construction practices, methods, and means and timelines may require revisions, modifications, and alterations to the Construction Sequencing Plan which shall be deemed authorized under this Agreement without the prior consent of the City; provided, however, except in the event of an extraordinary or emergency situation, the School District shall provide advance written notice to the City as appropriate under the circumstance of such revision, modification or alteration to the Construction Sequencing Plan.

3. VESTING AND APPLICABLE LAW

3.1 Vesting Date. In accordance with the authority granted to the City Council under RCW Ch. 36.70B and SMC 18.20.010 and .020, the SHS Master Plan Project shall vest to the Effective Date of this Development Agreement (the "Vesting Date"), as described more particularly below under Section 14.1 and such vesting shall extend throughout the Term of this Agreement, subject to the reservation of the authority of the City set forth under Section 3.2.4 below.

3.2 Applicable Law.

3.2.1 Except as otherwise expressly set forth under this Development Agreement, the codes, rules, regulations, officially adopted policies, standards and

specifications applicable to development under the SHS Master Plan Project shall be those in effect on the Vesting Date (the Effective Date of this Development Agreement) and shall constitute the “Applicable Law” under this Development Agreement. The Applicable Law under this Agreement includes: SMC Ch. 8.14, Ch. 12.02 and the City of Sumner Development Specifications and Standard Details (October 2016), Ch. 12.20, Ch. 12.24, Ch. 12.30, Ch. 12.36, Ch. 12.38, Ch. 12.42, Ch. 12.80, Ch. 13.20, Ch. 13.28, Ch. 13.30, Ch. 13.32, Ch. 13.36, Ch. 13.48 Ch.15.34, Title 16, Ch. 18.02, Ch. 18.04, Ch.18.12, Ch. 18.20, Ch. 18.32, Ch. 18.44, Ch. 18.48, Ch. 18.50, Ch. 18.54, Ch. 18.56, and the City of Sumner Comprehensive Plan, including the Comprehensive Plan Land Use Designation of Public-Private Utilities and Facilities on the School Site.

3.2.2 Development under the SHS Master Plan Project shall be subject to and conform to the then most current version of the International Building Code, International Fire Code, and other building construction codes, such as the Seismic Code, including any fees associated thereunder, in effect at the time of the School District’s submittal of a complete building permit application.

3.2.3 Design Review shall not be required for any development by the School District during the Term of this Development Agreement as generally consistent with the SHS Master Plan Project and the SHS Master Plan Site Plan.

3.2.4 Pursuant to RCW 36.70B.170(4), as now or hereinafter amended, the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

3.3 Project Approval.

3.3.1 Without limiting the foregoing description under Section 3.2, the following terms and conditions shall also constitute the “Applicable Law” associated with and upon which the School District shall have the right under this Development Agreement to develop the SHS Master Plan Project on the School Property:

3.3.1(i) the terms and conditions of this Development Agreement;

3.3.1(ii) the Mitigated Determination of Non-Significance under SEPA, RCW Ch. 43.21C of the SHS Master Plan Project issued by the School District on April 9, 2021; and

3.3.1(iii) the terms and conditions of approval of the SHS Master Plan Project under CUP PLN-2021-0012 issued by the City Hearing Examiner by Decision, dated _____, 2021, and which approval and CUP shall be deemed extended concurrent with the Term of this Development.

3.3.2 The City has acknowledged that the School District has authority under SEPA and its implementing regulations (WAC Ch. 197-11) to act as “Lead Agency” for SEPA

review and process. In that regard, the School District of Directors has adopted Policies and Procedures consistent with SEPA. The City consented to the School District's assumption as Lead Agency in conjunction with CUP PLN 2018-0015 and CUP PLN-2021-0012. The School District prepared an Expanded Environmental Checklist and published and posted the Checklist on about February 23, 2021. On April 9, 2021, the School District issued a Mitigated Determination of Non-Significance ("MDNS") with mitigating conditions associated with the SHS Master Plan Project and no appeal was filed. The School District shall comply with all of the conditions under the MDNS. To the extent that any further SEPA review or process is necessary in conjunction with the SHS Master Plan Project during the Term of this Development Agreement, the City acknowledges that the School District has continuing authority to act as Lead Agency, and the City consents to the School District's review and processing of any additional SEPA review required during the Term of this Development Agreement.

3.4 Fees, Charges, and Credits.

3.4.1 Utility System Development Charges. The School District is vested for a period of five (5) years from the Effective Date of this Development Agreement to the fee schedule in place as of the Effective Date used to compute any and all utility system development charges, such other system-wide utility development charges or such replacement charges, applicable to sewer, water, or stormwater except as may be increased by the annual increase in the Seattle Construction Cost Index (SCCI) as set forth under the Sumner Municipal Code.

3.4.2 Traffic Impact Fees and Credits. The School District has submitted a trip generation study as part of the Transportation Technical Report, dated February 10, 2021, prepared by Heffron Transportation (the "Traffic Study"), to demonstrate that the Master Plan Project will not be subject to traffic impacts fees due to the School District being entitled to a credit, as described below, which would offset the traffic impact fees otherwise due and owing. As documented in the School District's Traffic Study, the increase in PM peak hour trips generated by the proposed modernization and expansion under the Master Plan is expected to generate a net increase of 10 PM peak hour trips when compared to the existing High School trip generation. Because the Master Plan Project eliminated 11 single-family resident parcels along Wood Avenue and Mason Street which would have otherwise generated 11 PM peak hour trips, the SHS Master Plan Project results in a net decrease in PM peak hour traffic. Consistent with SMC Ch. 12.36, the School District's Traffic Study will be reviewed by the City to determine compliance with City Code, and whether the School District will be entitled to any applicable offsets or credits, properly demonstrated through said Study, against traffic impact fees due and owing, if any, at the time of issuance of a building permit associated with each Phase.

3.4.3 Park Impact Fees. To the extent the City's Park Impact Fee provisions under SMC Ch. 12.38 require payment of a park impact fee for "every development activity" in the City, the School District shall receive a credit for the actual cost of the constructed facilities against the fee that would be chargeable given the additional, new state-of-the art

athletic, recreational, and public event facilities proposed under the SHS Master Plan which will be available for community use in accordance with School District's Facilities Policy. These facilities include eight (8) lighted tennis courts, lighted Multi-Use Fields, a main and an auxiliary gymnasium, increased use of the Sunset Chevrolet field with improved lighting, an enhanced Performing Arts Center, and an expanded Commons Area for events.

3.4.4 Other Fees and Charges. As of the Effective Date, the School District Property is not subject to any latecomer agreements or charges, LID assessments, real property assessments, or such other similar assessments or fees.

3.4.5 Credits. The City acknowledges that the School District paid certain City fees relating to CUP PLN-2018-0015 although permits were not issued, and therefore, the School District is entitled to credit for such fees in the total sum of \$154,908.95 (representing a park impact fee, a fire mitigation fee, and a building permit fee) to offset those certain fees which will be due and owing associated with the SHS Master Plan Project.

4. ZONING/LOT PERFORMANCE STANDARDS

4.1 Land Use Designation and Zoning Classification. The SHS Master Plan Project shall be developed to such uses and designations on the Effective Date of this Development Agreement allowed under a Low Density Residential – 12 Zoning Classification and such uses as consistent with a land use designation of Public-Private Facilities and Utilities, including educational, civic, and community uses and such uses accessory thereto.

4.2 Setbacks. Except as set forth below, all building structures shall be setback from a frontage not less than twenty-five (25) feet.

4.2.1 The Greenhouse shall be allowed to encroach approximately five (5) feet into the 25 front yard setback.

4.2.2 Any storage sheds, concession stand, restrooms or other such accessory structures associated with the Multi-Use Field shall be allowed to encroach into an applicable setback.

4.2.3 Setback requirements shall not apply to the Multi-Use Field or the Tennis Courts as depicted on the SHS Master Plan Site Plan.

4.3 Lot Coverage. The City approves and consents to 19.11% Lot Coverage associated with the SHS Master Plan Project.

4.4 Height Standards. The City approves and consents to the varying heights associated with the Phase 1 Building, Phase 2 West Building, and Phase 2 East Building in excess of 30' to a maximum height of 60' relating to the Performing Arts Center, as described on the ***Building Height Analysis***, dated February 1, 2021, and attached hereto as ***Exhibit 4***.

The City acknowledges and recognizes that under SMC 18.32.020A the elevator and mechanical vents and enclosures are exempt from any height limitations.

4.5 Fence Heights. The City acknowledges and recognizes that SMC 18.12.080J(8) provides an exemption for fence heights associated with public facilities, including schools. Such facilities are allowed fence heights in accordance with the standards necessary and appropriate for such facilities. The City, therefore, approves and consents to the following fence heights in conjunction with the SHS Master Plan Project, provided, however, the School District shall have the right to alter, without the consent of the City upon written notice by the School District, the fence heights consistent with the requirements of SMC 18.12.080J(8):

4.5.1 Multi-Use Field. The Multi-Use Field will be enclosed by a 10' chain link fence with a 30' netting as measured from the ground level except in the area of the backstop which will include a 30' chain link back stop fence.

4.5.2 Tennis Courts. The tennis courts will be enclosed with a 10' chain link fence with a 30' netting as measured from the ground level.

4.6 Lot Combination. The School District shall submit a Lot Combination/Elimination to the City, combining all of the parcels which constitute the School Property, into one (1) single parcel of record, through elimination of lot boundary lines, in accordance with SMC 17.08. Such Lot Combination/Elimination shall be a condition of occupancy of the Phase 1 Building.

5. LANDSCAPING

Attached hereto as ***Exhibit 5*** is an illustrative plan of the ***Landscape Plan***, dated April 27, 2021, prepared by Weisman Design Group for the SHS Master Plan Project.

5.1 The School District shall install one (1) landscaped island for every 10 parking stalls.

5.2 The School District will install street trees 60' on center at the back of the sidewalk on Mason Street. As part of Phase 1, the School District will: (i) install such street trees from Wood Avenue to the westerly terminus of the existing tennis courts on the south side of Mason Street and (ii) install landscaping on the south side of the Phase 1 Building as shown on the Landscape Plan.

5.3 The School District will install street trees 60' on center at the back of the sidewalk on the north side of Main Street as part of Phase 2 and will install all other landscaping as part of Phase 2 generally consistent with the Landscape Plan.

5.4 The existing street trees on Wood Avenue, as of the Effective Date of this Development Agreement, shall remain except as supplemented by the Landscape Plan.

5.5 No landscaping will be required on Washington Street and Valley Avenue and such existing landscaping will be maintained to the extent consistent with the SHS Master Plan Project.

5.6 In the event such revisions to the landscape plan are necessary to comply with conditions imposed by the CUP, the School District shall submit such revisions to the City which revisions may be approved in the field or administratively but the School District shall not be required to submit a Minor or Major Amendment as defined under this Development Agreement.

6. SIGNAGE

6.1 The School District intends to install as part of the SHS Master Plan Project those certain monument, pole signs, graphics on a building, or electronic signs in the location as illustratively shown on the ***Signage Plan***, dated August 11, 2011, prepared by BLRB Architects, attached hereto as ***Exhibit 6*** and as generally consistent with the ***Signage Description***, dated August 11, 2021, prepared by BLRB Architects, attached hereto as ***Exhibit 7***.

6.2 The number, location, and type of signage as described on ***Exhibit 7*** and illustratively shown on ***Exhibit 6*** are hereby permissible subject to submittal by the School District of the required sign permit application and associated documentation to the City.

7. STREET LIGHTING

7.1 This SHS Master Plan Project shall include upgrading the City street lighting system to meet City lighting requirements, as of the Effective Date of this Development Agreement, for the entire length and width of the right-of-way along all the Project frontages. The School District shall install only the street lighting depicted on the Puget Sound Energy (“PSE”) Street Lighting Plan, as prepared and approved by PSE, dated May 3, 2021 attached hereto as ***Exhibit 8*** (the “PSE Street Lighting Plan”).

7.2 The School District shall install such street lighting in accordance with the phasing schedule set forth under the PSE Street Lighting Plan.

8. CITY RIGHT-OF-WAYS (ROW) AND IMPROVEMENTS

Attached hereto as ***Exhibit 9*** is an illustrative right-of-way plan (the “**Right-of-Way Improvements Plans**”), dated May 14, 2021 and March 23, 2021, prepared AHBL Engineers, for the purpose of identifying locations of and specifications for improvements to the City rights-of-way as more particularly described below. The right-of-way improvements described below under this Section 8 shall be required in conjunction with the SHS Master Plan Project, and upon completion, shall be dedicated to the City, to extent necessary, as public right-of-way, prior to occupancy of the building(s) constructed during each phase of construction. The parties agree that the improvements identified in ***Exhibit 9*** generally identify the scope and extent of

the required improvements under the Master Plan Project. The City accordingly agrees to endeavor to limit any changes to the scope of improvements in order to maintain consistency with and to not significantly alter the overall development plan of the Project.

8.1 Sidewalks. All required frontage improvements along the Master Plan frontages (Main Street, Wood Avenue, Mason Street, Washington Street, and Valley Avenue) that are currently not compliant with applicable City standards and/or the American with Disabilities Act (“ADA”) standards will be replaced, upgraded, or installed as appropriate, to conform to City standards, as of the Effective Date of this Development Agreement, and the then current ADA standards. The School District will construct the sidewalk areas in phases:

8.1.1 Phase 1: A new sidewalk will be installed on the south side of Mason Street from the intersection of Wood Avenue to the westerly terminus of the existing tennis courts.

8.1.2 Phase 1: A new sidewalk, inclusive of a driveway approach required for fire access, will be installed on Main Street from approximately the existing infield of the baseball field located west of the proposed Phase 1 Building to the westerly terminus of the existing “West Parking Lot”.

8.1.3 Phase 1: The northerly arc of the cul-de-sac at the terminus of Mason Street.

8.1.4 Phase 1: The school bus driveway approach to be constructed on the south side of Washington Street at the area now known as a public alley which will be vacated as set forth below under Section 8.5.1.

8.1.5 Phase 2: All other sidewalk improvements identified in *Exhibit 9*.

8.2 Crosswalks. The School District shall improve the crosswalks identified in *Exhibit 9*, in phases as described below, to comply with City standards, as of the Effective Date of this Development Agreement, and then current ADA standards. Modifications to the road prism will be limited to bringing the slope into compliance with requirements for ADA ramps.

8.2.1 Phase 1: The crosswalks at the intersection of Main Street and Meade Avenue, Main Street and Meeker Avenue, and Mason Street and Wood Avenue as depicted in *Exhibit 9*.

8.2.2 Phase 2: All remaining crosswalks as depicted in *Exhibit 9*.

8.3 Bulb-Outs. The School District will construct permanent bulb-outs generally consistent with the detail shown on the *Right-of-Way Improvement Plans*, as *Exhibit 9*, for improved visibility in the location of certain temporary bulb-outs to be installed by the City at the intersections of Main Street at Meeker Avenue, at Mead Avenue, at Bonney Avenue, and at Lewis Avenue. Public right-of-way stormwater will discharge uninterrupted via the gutter

to the City’s stormwater system. Permanent bulb-outs at the intersection of Main Street and Meeker Avenue and Main Street and Meade Avenue will be completed as part of Phase 1 under the Master Plan. Permanent bulb-outs at the intersection of Main Street and Bonney Avenue and Main Street and Lewis Avenue will be completed as part of Phase 2 under the Master Plan.

8.4 Driveway Approaches. The School District will construct commercial driveway approaches of varying widths and consistent with the City Development Standard Specification R6-8, as of the Effective Date of this Development Agreement, and in the locations generally as shown on the *Right-of-Way Improvements Plans* attached as *Exhibit 9* subject to refinement as may be reasonably necessary through the plan review and permit process. The parties acknowledge that major changes to the locations of the driveways will have detrimental impacts on the Master Plan Project. The City agrees to endeavor to limit any changes to the driveway locations in order to maintain consistency with and to not significantly alter the overall development plan of the Project.

8.5 ROW Vacations and Deed Conveyances.

Attached as *Exhibit 10* is an illustrative map depicting the locations of certain right-of-way areas to be vacated by the City upon application by the School District, certain areas to be deeded by the City to the School District, or certain areas to be deeded by the School District to the City (the “*ROW Vacations/Deed Conveyances Map*,” dated January 30, 2021).

8.5.1 Washington Street Alley and Mason Street Alley Vacation.

The School District, under the Master Plan Project, will utilize, as a school bus driveway, a certain 20’ strip of land, which abuts the School District’s existing “North Parking Lot” on Washington Street. This alley has never been opened for public right-of-way purposes, and is currently maintained by the School District (the “Washington Street Alley”). The School District is also proposing to utilize a 15’ strip of land located on the south side of Mason Street which extends only to the north boundary of the existing High School site. This 15’ strip of land was used as an alley to service only two parcels of land now owned by the School District. The School District will submit an application in accordance with SMC Ch. 12.80, requesting that the City vacate these two strips of land known as the Washington Street Alley and the Mason Street Alley depicted on *Exhibit 10*.

8.5.2 Main Street ROW Vacation. The School District further is proposing to utilize two (2) triangular strips of land located on Main Street along the westerly and easterly frontages of the existing High School site to be incorporated into the Master Plan Project for landscaping purposes. These triangular strips of land have not been opened for public right-of-way transportation purposes and are currently maintained by the School District. The School District will submit an application in accordance with SMC Ch. 12.80, requesting that the City vacate these two strips of land designated as the “Westerly Main Street Area” and “Easterly Main Street Area” as depicted on *Exhibit 10*.

8.5.3 No Compensation Required for Right-of-Way Vacations. Consistent with the discretionary authority under SMC 12.80.060, this Development Agreement, and the public benefits herein, the City Staff agrees to recommend to the City Council vacation of the following rights-of-way without compensation: Washington Street Alley, Mason Street Alley, and the Main Street Vacation Areas in conjunction with the Master Plan Project given that: (i) these areas were all dedicated to the City by either the School District or its predecessors-in-title, as requested by the City, (ii) the City did not pay for these right-of-way areas, (iii) the areas have not been opened for general public transportation purposes, (iv) there are no public services, facilities, or utilities within these areas, and (v) vacation of these areas are within the interest of the public good to allow development of an educational use with substantial benefits to the community.

8.5.4 School District Right-of-Way Dedication to City on Mason Street. The School District has agreed to and shall dedicate, as a condition of the School District's permit approvals necessary for the Master Plan Project, certain strips of land, within the School District's ownership at the easterly terminus of the cul-de-sac on Mason Street, which are currently used for and have been used since 1992, the date of construction, for public right-of-way purposes as depicted on *Exhibit 10*.

8.5.5 Encumbrances on Sumner High School Site. The School District has brought to the attention of the City that certain encumbrances, which purport to create rights-of-way over and across a portion of the existing Sumner High School site as depicted on *Exhibit 10*, appear of record on the vesting deeds conveyed in the early 1900s to the School District. There is no evidence that any deeds or dedications perfected the grant or conveyance of any right-of-way interest to the City for any purpose, and nor does such exception on a deed create a fee ownership in the City. Accordingly, the City agrees to and shall grant a Quit Claim Deed for that area identified as "Deed Conveyance" on *Exhibit 10*, in order to release the title encumbrances caused by the old vesting deeds over or upon the School District Property.

9. STORMWATER SYSTEM

9.1 Stormwater System Plan. The City intends that development of the SHS Master Plan Project be vested, in accordance with and as of the Effective Date of this Development Agreement, as set forth under this Section 9, relating to stormwater management and water quality treatment to the fullest extent allowed under the law as consistent with the Sumner Municipal Code (SMC Ch. 13.48) and related specifications and applicable State law (2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington, as amended in December 2014 (the "SWMMWW")). Attached hereto as *Exhibit 11*, for illustrative purposes only, is a stormwater plan ("*Stormwater System Plan*"), dated April 19, 2021, prepared by AHBL Engineers, depicting the proposed schematic design of the Master Plan Project stormwater facilities consistent with the specifications described hereinbelow and consistent with best management practices.

9.2 Impervious Surfaces Discharging to Stormwater System. The parties agree that the stormwater system will be constructed in phases to detain such required stormwater

quantities, in accordance with Applicable Law, associated with the following anticipated impervious surfaces under the overall development plan of the Project:

9.2.1 Phase 1: approximately 46,700 sq. ft. of roof area and approximately 14,000 sq. ft. of pollution generating surface area.

9.2.2 Phase 2: approximately 174,000 sq. ft. of roof area and approximately 234,100 sq. ft. of pollution generating surface area.

9.2.3 The total roof area is approximately 220,700 sq. ft. and the total pollution generating surface area is 248,100 for the Master Plan Project.

9.3 Site Constraints. The parties acknowledge that the nature of the School Site, the soil conditions, and the high groundwater water levels create constraints to the Master Plan Project stormwater detention system design. The parties further acknowledge that the general depth, footprint, and type of detention system shall be consistent with the stormwater system described in *Exhibit 11* to the extent reasonable and compliant with the detention requirements outlined in the SWMMWW and Applicable Law.

9.4 Water Quality Treatment. Water quality for the Master Plan Project will be provided at enhanced treatment levels in accordance with the Sumner Municipal Code, as of the Effective Date of this Development Agreement. Underground filter-vault treatment devices will be installed for each detention system to provide treatment so that runoff from pollution-generating surfaces is treated prior to discharge to the existing City stormwater system. Discharged stormwater from the synthetic turf fields will also be treated. For the hydrologic analyses, 15-minute time steps are used for both Phase 1 and Phase 2 construction.

10. WATER SYSTEM AND FIRE FLOW AVAILABILITY

10.1 Water System Plan. Attached hereto as *Exhibit 12* is an illustrative map depicting the schematic *Water System Plan*, dated February 1, 2021, prepared by AHBL Engineers, for the SHS Master Plan Project, including the location of existing watermain to be maintained and to be removed, existing fire hydrants to be maintained, and fire hydrants to be installed under the SHS Master Plan Project. The City and the School District shall cooperate with each other to reach agreement on any new watermain easement(s) to be executed, in recordable form, as necessary for consistency with construction of said Water System Plan, in phases, under the SHS Master Plan Water System Plan. The parties agree that to the extent any removed existing water lines are contained within an easement, such removed water line, shall be released by an instrument, in recordable form, satisfactory to the parties, for conformance with the As Built location of the water infrastructure.

10.2 Water distribution is planned to be provided by an existing City watermain running east to west on the north side of Mason Street as generally depicted on *Exhibit 12*.

10.3 New hydrant spools will be installed by the School District to provide fire coverage to the entire exterior of the buildings as generally depicted on ***Exhibit 12***.

10.4 The City has agreed, consistent with the requirements of RCW Ch. 70A.145, to make available and shall provide fire flow of 1,500 gpm for a two (2) hour duration during the Term of this Development Agreement.

10.5 The fire flow requirements of the SHS Master Plan Project are based upon the zoned areas depicted on the ***Code Compliance Plan***, dated April 14, 2020, prepared by BLRB Architects, attached hereto as ***Exhibit 13***.

11. SANITARY SEWER SYSTEM

11.1 Sanitary Sewer System Plan. Attached hereto as ***Exhibit 14*** is an illustrative map depicting the schematic ***Sewer System Plan***, dated February 1, 2021, for the SHS Master Plan Project, including the location of existing sewer mains and side sewer lines. The City and the School District shall cooperate with each other to reach agreement on any new sanitary sewer easement(s) to be executed, in recordable form, as necessary for consistency with construction of said Sewer System Plan, in phases, under the Sewer System Plan. The parties agree that to the extent any removed existing sanitary sewer line is contained within an easement, such removed sanitary sewer line, shall be released by an instrument, in recordable form, satisfactory to the parties, for conformance with the As Built location of the sanitary sewer system.

11.2 Sanitary sewer service will be provided to the buildings at various points around the Master Plan Project Site as generally depicted in ***Exhibit 14***, the Sanitary Sewer Plan, dated February 1, 2021, prepared by AHBL Engineers.

11.3 The sanitary sewer system development charges shall be calculated per SMC 13.16.220. The City acknowledges that the eleven (11) demolished residences on Mason Street and the existing occupant load from the 1992 Sumner High School remodel will be credited against the occupant load proposed under the Master Plan Project.

12. ELECTRICAL AND NATURAL GAS SERVICES

12.1 The School District represents that it has coordinated the extension of electrical and natural gas services to the SHS Master Plan Project with PSE.

12.2 New electric service for Phase 1 and Phase 2 of the SHS Master Plan Project is planned to originate with the existing three phase power on the west side of Wood Avenue which crosses Wood Avenue on overhead lines where the primary meter and switch will be located. Power will then proceed underground east on the School District Site abutting Mason Street to the transformer to energize the buildings and lighting systems. A new natural gas service (underground) on the School District Site near the Phase 1 Building on Mason Street will be installed to fuel the mechanical systems.

12.3 There are three existing overhead electrical service poles that are located along the north side of Main Street between Lewis Avenue and Meeker Avenue. These poles are owned by the School District and only service the existing High School. This electrical service will remain during Phase 1 to service the existing High School and will be de-energized and removed after full buildout of Phase 2.

12.4 The School District acknowledges that the above-described anticipated extension of electrical services is subject to potential modifications, and that all above ground utility equipment should be either screened from view or enhanced with a colored mural visible from the public right-of-way and adjacent properties to the maximum extent feasible. The parties acknowledge that any such modifications shall be limited to only those necessary to comply with PSE requirements and with screening or a colored mural approved by the City. In the event any modifications to either electrical or natural gas services are required under the SHS Master Plan Project, the School District shall coordinate with PSE.

13. MODIFICATIONS AND AMENDMENTS TO DEVELOPMENT AGREEMENT.

13.1 Minor Modifications. The City acknowledges that minor modifications to the SHS Master Plan Project or the Master Plan Project Site Plan do not require Minor Amendments, as defined under Section 13.2 below. Examples of such minor modifications which require written notice to the City but do not require a formal review process, include: (i) modifications which decrease impacts associated the SHS Master Plan, (ii) decreases in the heights of any structure, (iii) a modification to the height of a fence or netting; (iv) a modification associated with building or civil plan review by the City or East Pierce Fire & Rescue, (v) a field modification requested by the City or other governmental inspector, (vi) a minor modification to the configuration, size, location, or style of any sign, or (vii) an increase to the height of a building provided such height does not exceed 30' as measured under SMC 18.04.0205.

13.2 Minor Amendments.

13.2.1 The Director of Development Services or the replacement position may administratively approve a “Minor Amendment” requested by the School District to the SHS Master Plan Project upon written application by the School District. The City shall render a decision on such request for a Minor Amendment not more than twenty (20) days after delivery of said Minor Amendment application to the City. Examples of a “Minor Amendment” include:

13.2.1(i) An alteration of the alignment or configuration of a building or facility that does not decrease any setback or materially increase any off-site impacts;

13.2.1(ii) Any change of use under the SHS Master Plan that does not increase the impervious surface area nor create any significant increase in any off-site impacts or detrimentally impact the surrounding community;

13.2.1(iii) Any change that does not increase impacts on the transportation network associated with the SHS Master Plan;

13.2.1(iv) Any ambiguities in any condition of the Hearing Examiner's decision or change or modification not specifically addressed in the Hearing Examiner's decision which do not significantly alter the intent and overall plan of the SHS Master Plan Project; and

13.2.1(v) Any change that would allow issuance of an Addendum to the MDNS under the SEPA rules and regulations (RCW Ch. 43.21C and WAC Ch. 197-11).

13.3 Major Amendments. Material and significant modifications, revisions, or changes to the SHS Master Plan Project or this Development Agreement which create materially new impacts or the potential for probable, significant adverse impacts or the potential for detrimental impacts to the surrounding community shall constitute a Major Amendment and shall require submittal of a written application by the School District, as a Type VI Application, and shall require review, a public hearing, and recommendation by the Hearing Examiner, and review, public hearing, and approval by the City Council by Ordinance, to the extent required under SMC Ch. 18.20 as of the Effective Date of this Development Agreement.

14. TERM OF DEVELOPMENT AGREEMENT

14.1 Term. This Agreement shall commence on the Effective Date. Provided, however, in the event of any judicial appeal by a third party of this Agreement in accordance with the Sumner Municipal Code, the Effective Date shall be extended to the date that any such appeal is concluded by mandate to Superior Court upon conclusion of all appellate review. The School District agrees to be solely responsible for, liable for all risk associated with, and defend, hold harmless and indemnify the City from and against any and all liability, damages, costs or expenses, including attorney's fees, in the event the School District undertakes any construction activities during any such appeal. This Development Agreement shall terminate on a date ten (10) years from the Effective Date of this Agreement (the "Term"); provided, however, an agreed Force Majeure Event, as defined below under Section 15.6, shall extend the Term of this Agreement commensurate with the Force Majeure extension, unless the Force Majeure event renders the Master Plan Project impossible, or would extend the Term of this Agreement by more than three (3) years or as otherwise agreed upon between the parties, in which case any such extension is subject to the provision for an extension under Section 14.2 below. Upon submittal of the last substantially complete building permit application relating to the SHS Master Plan Project, the applicable provisions of the Agreement shall continue until such building permit (including any extension to the term of such building permit) expires, inclusive

of any renewal or extensions of such building permit as granted by the City or as extended by any agreed Force Majeure Event under Section 15.6.

14.2 Extension of Term. Any request for an extension of the Term under this Development Agreement shall be subject to submittal of a Type VI Land Use Application under SMC Ch. 18.56, as of the Effective Date of this Development Agreement, and shall be processed for review and determination before the City Council, at a public hearing in accordance with SMC Ch. 18.20, as of the Effective Date of this Development Agreement. In no event shall an extension of the Term herein be for a period of more than ten (10) years.

15. GENERAL PROVISIONS

15.1 Covenant Running with the Land. All of the provisions, agreements, rights, privileges, standards, terms, conditions, and obligations contained in this Agreement shall be binding upon the parties and their respective successors and assigns (by merger, consolidation, or otherwise). All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. During the Term of this Agreement, each covenant to do or refrain from doing some act on the School Property: (a) is both a benefit and a burden upon the School Property and (b) runs with the School Property, and (c) is binding upon any successor or assign.

15.2 Recordation of Agreement. Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Pierce County Auditor. The School District shall be obligated to record this Agreement and to pay all associated recording fees.

15.3 Cooperation and Best Efforts. The City acknowledges and recognizes that prompt review of public projects is essential for planning purposes and bidding and contracting of public projects. Therefore, the City agrees to provide priority review of any and all written submittals, including applications, plans, and requests by the School District intended or contemplated under this Agreement. The parties further agree to not unreasonably withhold requests for information, approvals, or consents requested or required under this Agreement. The parties also agree to cooperate with each other and use their best efforts to take such further actions and execute further documents as authorized or appropriate under this Agreement to implement the intent of the terms and conditions of this Agreement.

15.4 Notices. All communications, correspondence, notices, and demands of any kind associated with this Agreement shall be in writing and shall be delivered: (i) by a recognized overnight, national courier service; (ii) by personal delivery; or (iii) by United States Postal Service registered or certified mail, return receipt requested. If a notice is mailed, it shall be considered delivered three (3) calendar days after deposit in such mail. If a notice is delivered via overnight courier, it shall be deemed received upon the next business day. The parties consent to courtesy delivery of any communications, correspondence, notices, and demands by electronic mail provided such electronic mail shall not constitute enforceable, valid, or effective Notice under this Agreement. The addresses to be used in connection with

such correspondence and notices are the following, or such other address as a party shall from time to time direct:

As to School District: Sumner-Bonney Lake School District
Attention: Laurie Dent, Ph.D., Superintendent
1202 Wood Avenue
Sumner, Washington 98390
Telephone: 253-891-6080
Email: laurie_dent@ssd.org

With a copy to: Matthew Guilanians, Project Manager
Hainline & Associates, Inc.
411 First Avenue South, Suite 210
Seattle, WA 98104
Telephone: 206-880-8505
Email: mguilanians@hainline.net

and to: Mary J. Urback PLLC
12417 12th Street East
Edgewood, WA 98372
Attention: Mary J. Urback
Telephone: 253-826-9504
Email: murback@urbackpllc.com

As to City: City of Sumner
Attention: Mayor William Pugh
1104 Maple
Sumner, Washington 98390
Telephone: 253-299-5500
Email: Mayorbill@sumnerwa.gov

With a copy to: City of Sumner Attorney
Andrea Marquez
1104 Maple
Sumner, Washington 98390
Telephone: 253-299-5612
Email: andream@sumnerwa.gov

15.5 Disputes: Default and Remedies.

15.5.1 Dispute Resolution. In the event of any dispute under and prior to any claim of default under this Agreement, the parties, upon the written request of the other party, shall first meet not more than seven (7) business days from the date of such request to seek, in good faith, to resolve such dispute. The City shall direct the appropriate department director or

staff member with information relating to such dispute and the School District shall direct the Project Manager of the SHS Master Plan Project, consultant and/or an appropriate staff member with adequate technical information or expertise related to such dispute to attend such meeting.

15.5.2 Notice of and an Opportunity to Cure. No party shall be deemed to be in default under this Agreement unless the party has failed to perform an obligation under this Agreement for a period of not more than thirty (30) calendar days after written notice of such claimed default from the other party. Each notice of default shall document with specificity the nature of the claimed default and the manner in which default may be satisfactorily cured. If the nature of the claimed default is such that it cannot be commercially reasonably cured within the thirty (30) day period, then commencement of such cure within the cure period and the diligent effort to complete the cure shall be deemed a cure under this Agreement.

15.5.3 Mediation. If a dispute rises from or relates to, including a breach of this Agreement and if the dispute has not been resolved as set forth under Sections 15.5.1 or 15.5.2 above, the parties agree to submit such dispute by written notice to the other party not less than seven (7) calendar days after exhaustion of such remedies under Section 15.5.1 and 15.5.2, requesting mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before commencement of any legal action. The mediator shall be selected by agreement of the parties or in the event the parties cannot agree, through JAMS, and each party shall pay for half of the total mediation fees. Following mediation, or upon written agreement of the parties to waive mediation, either party may proceed to file a complaint in Pierce County Superior Court with respect to any unresolved dispute from or relating to this Agreement, including a breach thereof. Any party not in default under this Agreement shall have all rights and remedies provided by law or in equity, including without limitation damages, specific performance, or writ to compel perform or require action consistent with this Agreement. Neither party shall be entitled to recover any attorney's fees or costs associated with Mediation of any dispute.

15.6 Force Majeure. Neither party to this Agreement shall be in default for breach of any material term or condition of this Agreement which is caused by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties to the Property, or other causes beyond a party's commercially reasonable control and which cannot be prevented, avoided, or stopped by a party, including federal, state, or local governmental action, proclamation, or orders, judicial action, acts of terrorism (whether domestic or foreign), riots, civil disturbances, earthquakes or volcanic eruption which directly delays or prevents a party's performance of any material term or condition under this Agreement relating directly to the School Property (hereinafter a "Force Majeure Event"). The party claiming a Force Majeure Event shall provide prompt written notice to the other party but in any event within five (5) business days after the occurrence of such event (which notice shall provide specificity of detail thereof including the reasonably anticipated period of delay or extension under this Agreement); provided, however, the other party within five (5) business days thereafter shall determine, in the exercise of their respective commercially reasonable discretion, that such delay is justified. The party invoking a force

majeure delay or extension shall act in good faith to only seek a delay in performance of any material covenant or an extension under this Agreement to the extent of a commercially reasonable period of delay or extension commensurate with the Force Majeure Event. In the event the parties cannot reach agreement on the existence of a Force Majeure Event or a commercially reasonable period of delay or extension relating to such agreed upon Force Majeure Event, the Dispute resolution mechanism under Section 13.6.3 shall be exercised.

15.7 Attorney's Fees and Costs. Except for Mediation as set forth under Section 15.5.3 above, in the event that either party to this Agreement institutes a suit, action, or other legal proceeding of any nature whatsoever relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts, provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law. The “prevailing party” is the party that receives a net monetary award after all just and due credits and offsets.

15.8 Construction. The parties intend that this Agreement be interpreted to the full extent authorized to under the law to effectuate the purpose and intent in the exercise of the City’s authority to enter into development agreements. This Agreement has been reviewed and revised by legal counsel for both parties and no presumption or rule that ambiguity shall be construed against the party either initiating the drafting or involved in the drafting of this Agreement shall apply to the interpretation or enforcement of this Agreement or any amendments thereto, and the same shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

15.9 Integration; Amendment. Except as otherwise set forth under this Agreement, including, but not limited to Article 13 and Sections thereunder, this Agreement constitutes the complete and final expression of the agreement of the parties relating to the School Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the School Property. Except as otherwise provided under this Agreement, including Article 13 and Sections thereunder, this Agreement cannot be modified or changed except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

15.10 Severability. If any term, provision, or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes and intent of this

Agreement to implement the overall plan of the SHS Master Plan Project to the maximum extent allowable under the law. Provided, however, to the extent a court decision creates a commercially reasonable need to modify this Agreement, the parties agree that this Agreement shall not be terminated and to diligently seek to modify this Agreement within forty-five days (45) days from such final court decision consistent with the court decision to implement the purpose and intent of this Agreement. In the event the parties cannot reach agreement on such modification to this Agreement, either party may initiate the Dispute resolution mechanism under Section 15.6.3.

15.11 Venue and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington without regard to the choice of law provisions of such laws of the State. The venue for any legal proceeding associated with a dispute arising out of the terms, conditions, or performance or lack thereof, under this Agreement shall be in Pierce County.

15.12 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

15.13 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Daylight or Pacific Standard Time, as applicable, during such period.

15.14 Costs and Expenses. Except as otherwise required by the Sumner Municipal Code, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and such other documentation required under this Agreement and in the performance of a parties duties or obligations hereunder.

15.15 Non-Enforcement Not Waiver. Failure by any one of the parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

15.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

15.17 Authority. The City and the School District, each represent and warrant to the other party, it has the respective power and authority, and is duly authorized, consistent with each parties governing authority or documents, to execute, deliver and perform the obligations under this Agreement.

15.18 Time. Time is of the essence in each and every term, provision, and condition of this Agreement.

15.19 City Council Authority. This Agreement shall be subject to approval by no less than a majority vote of the City Council of the City of Sumner. Absent such approval, this Agreement shall be void and of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year set forth hereinbelow.

**SUMNER-BONNEY LAKE SCHOOL
DISTRICT NO. 320**, a Washington
municipal corporation

CITY OF SUMNER, a Washington
municipal corporation

By: _____
Laurie D. Dent, Ph.D.

Its: Superintendent

Date: _____

By: _____
William Pugh

Its: Mayor

Date: _____

ATTEST:

Michelle Converse, City Clerk

Approved as to form:

Approved as to form:

Mary J. Urback, School District Attorney

Andrea Marquez, City Attorney

[acknowledgements on next page]

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day personally appeared before me Laurie D. Dent to me known to be the Superintendent of the Sumner-Bonney Lake School District No. 320, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this ____ day of _____, 2021.

[printed name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day personally appeared before me William Pugh to me known to be the Mayor of the City of Sumner, a Washington municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this ____ day of _____, 2021.

[printed name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____

EXHIBIT 1

LEGAL DESCRIPTION OF SCHOOL DISTRICT PROPERTY

SUMNER HIGH SCHOOL: 1707 MAIN STREET (PARCEL NO. 0420244205)

REVISED PARCEL J, MAIN STREET PLAZA BOUNDARY LINE ADJUSTMENT, RECORDED UNDER RECORDING NO. 9511090682, IN PIERCE COUNTY, WASHINGTON; EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING WITHIN PROPERTY AS CONVEYED TO THE CITY OF SUMNER BY DEED RECORDED UNDER RECORDING NO. 9403110330.

PROPOSED WOOD AVENUE PARKING LOT: 1101 AND 1111 WOOD AVENUE (PARCEL NOS. 4445000010 AND 4445000020)

LOTS 1-3, BLOCK 1, HENTON'S ADDITION TO THE TOWN OF SUMNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 79, RECORDS OF PIERCE COUNTY, WASHINGTON.

MASON STREET PARCELS INCORPORATED INTO MASTER PLAN: 1412-1506 MASON STREET (PARCEL NOS. 4445000030, 4445000040, 4445000050, 4445000060, 4445000070, 4445000080, 4445000090, 4445000100, AND 4445000110)

LOTS 4 THROUGH 13, BLOCK 1, HENTON'S ADDITION TO THE TOWN OF SUMNER, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS AT PAGE 79, RECORDS OF PIERCE COUNTY, WASHINGTON.

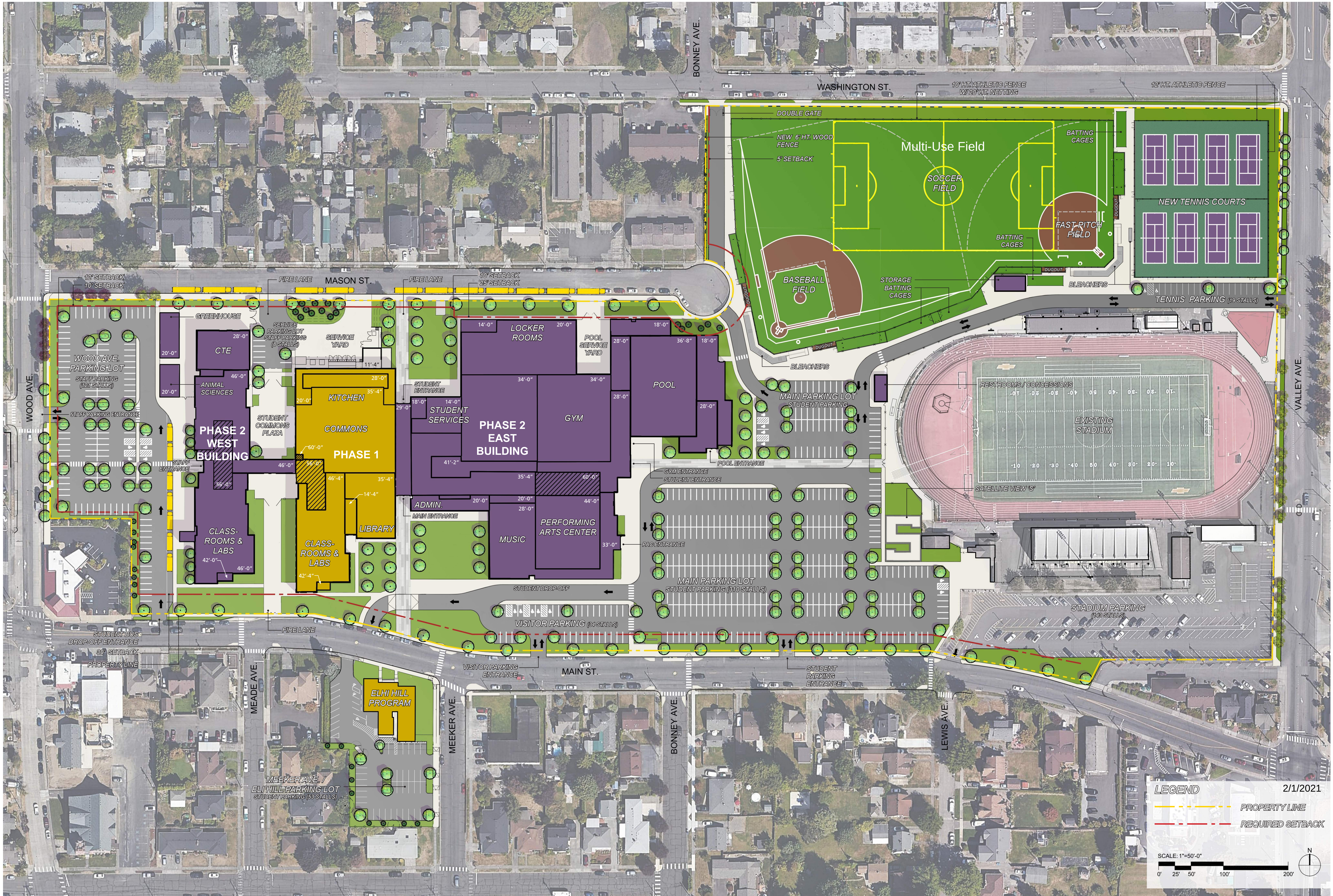
ELHI HILL/MEEKER AVENUE PARKING LOT: 1518 MAIN STREET AND 914 AND 908 MEEKER AVENUE (PARCEL NOS. 2350000060, 2350000100 AND 2350000110)

LOTS 8 AND 9, BLOCK 2, BAUMBACH AND SOWDER'S ADDITION TO THE CITY OF SUMNER, ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS AT PAGE 92, IN PIERCE COUNTY, WASHINGTON.

EXHIBIT 2

SUMNER HIGH SCHOOL MASTER PLAN SITE PLAN

EXHIBIT 2



MASTER SITE PLAN
SUMNER HS MODERNIZATION & EXPANSION

2/1/2021

LEGEND

PROPERTY LINE

REQUIRED SETBACK

SCALE: 1"=50'-0"

0'

25'

50'

100'

200'

N

BLRBarchitects
WEISMANDESIGNGROUP

Page 04 of 22

EXHIBIT 3

CONSTRUCTION SEQUENCING PLAN

EXHIBIT 3

Sumner High School Master Plan Construction Sequencing Plan



Phase 1.0: Initial Phase - Construction Staging

Description:

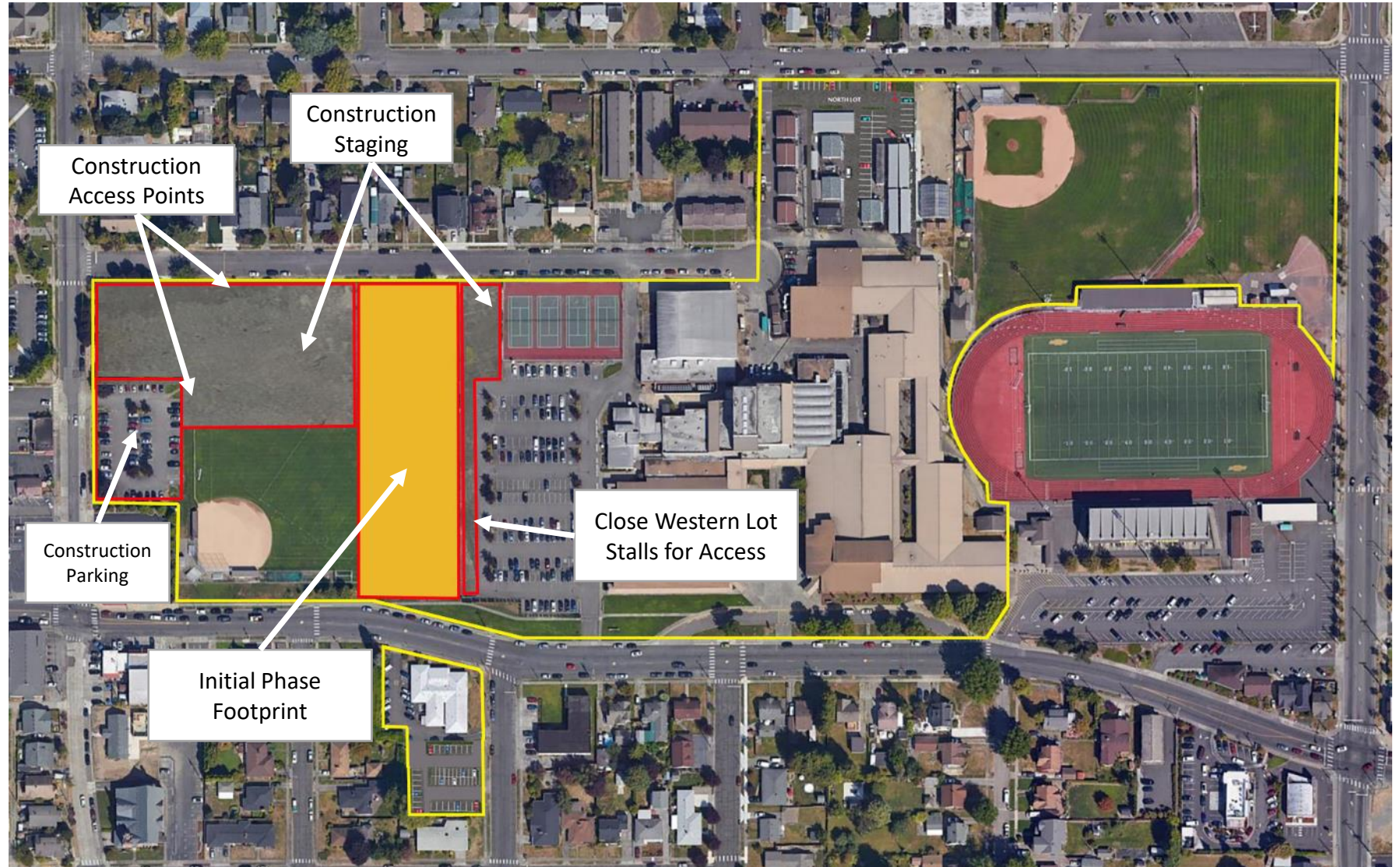
- Wood Ave Lot becomes Construction Parking
- Mason Street homes become staging
- Close 10 stalls in West Lot for Access
- Gravel in staging and site areas
- Fence off staging and work areas using locking gates and chain link with black slats for screening
- Construction access off Mason and the Wood Ave Parking Lot

Timeline:

Summer 2021

Site Parking Total:

- 400 stalls
 - -54 in the Wood Lot
 - -35 in the West Lot
 - +53 Elhi/Meeker Lot



Phase 1.1: Initial Phase – Building Construction

Description:

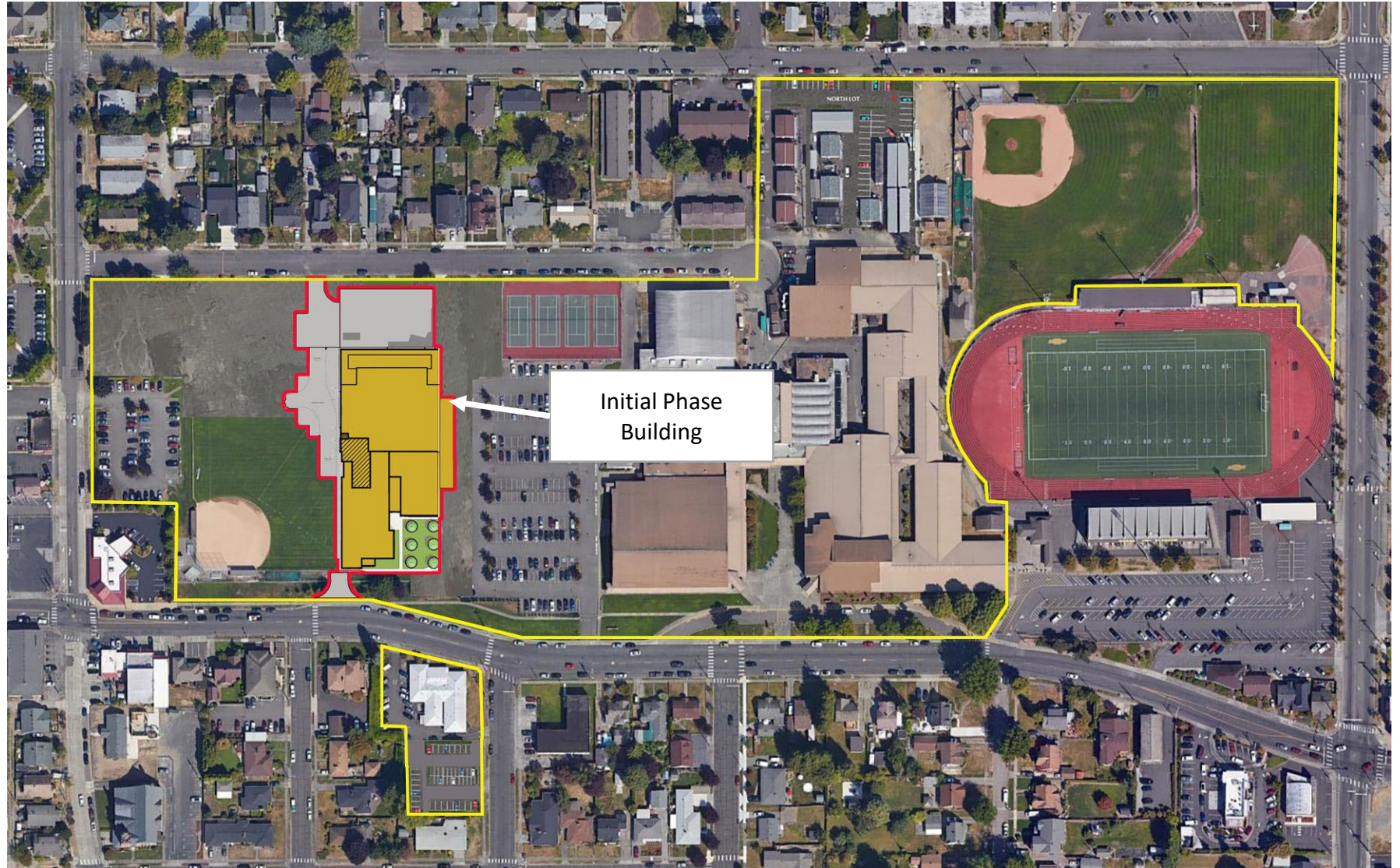
- Library
- Commons/Cafeteria
- Kitchen
- 18 Classrooms
- Admin/Support Services
- Restrooms
- Security
- Technology
- ~86,000 SFT

Timeline:

Summer 2021 – Winter 2022

Site Parking Total:

- 400 stalls (unchanged)



Phase 1.2: Initial Phase – Walkway

Description:

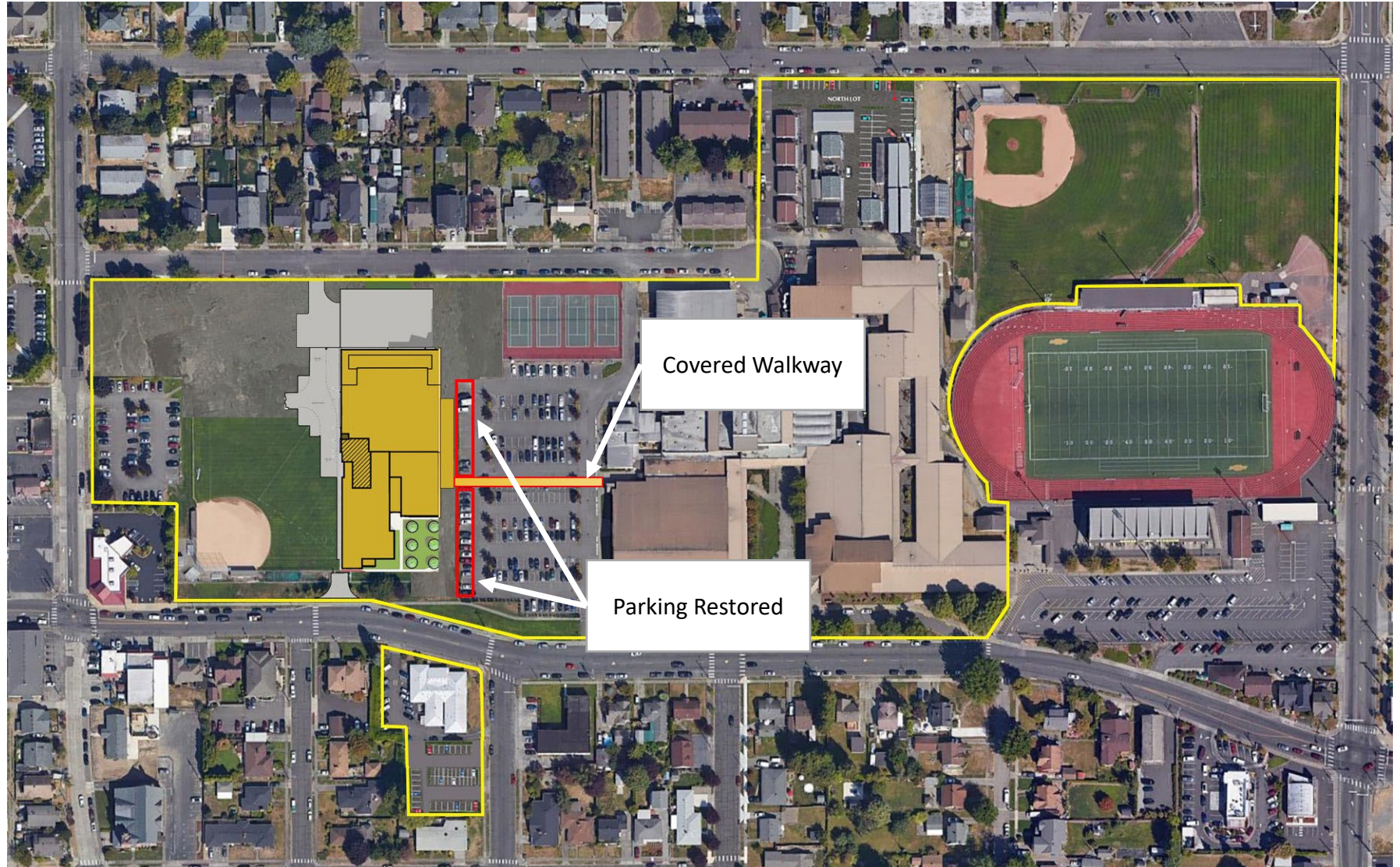
- Building nearing substantial completion
- Construct Covered Walkway Connect Walkway prior to substantial completion (provided the alternate bid is accepted)

Timeline:

- Fall/Winter 2022

Site Parking Total:

- 415 stalls
 - +15 in West Lot



Phase 1.3: Initial Phase – ROW Work and Occupancy

Description:

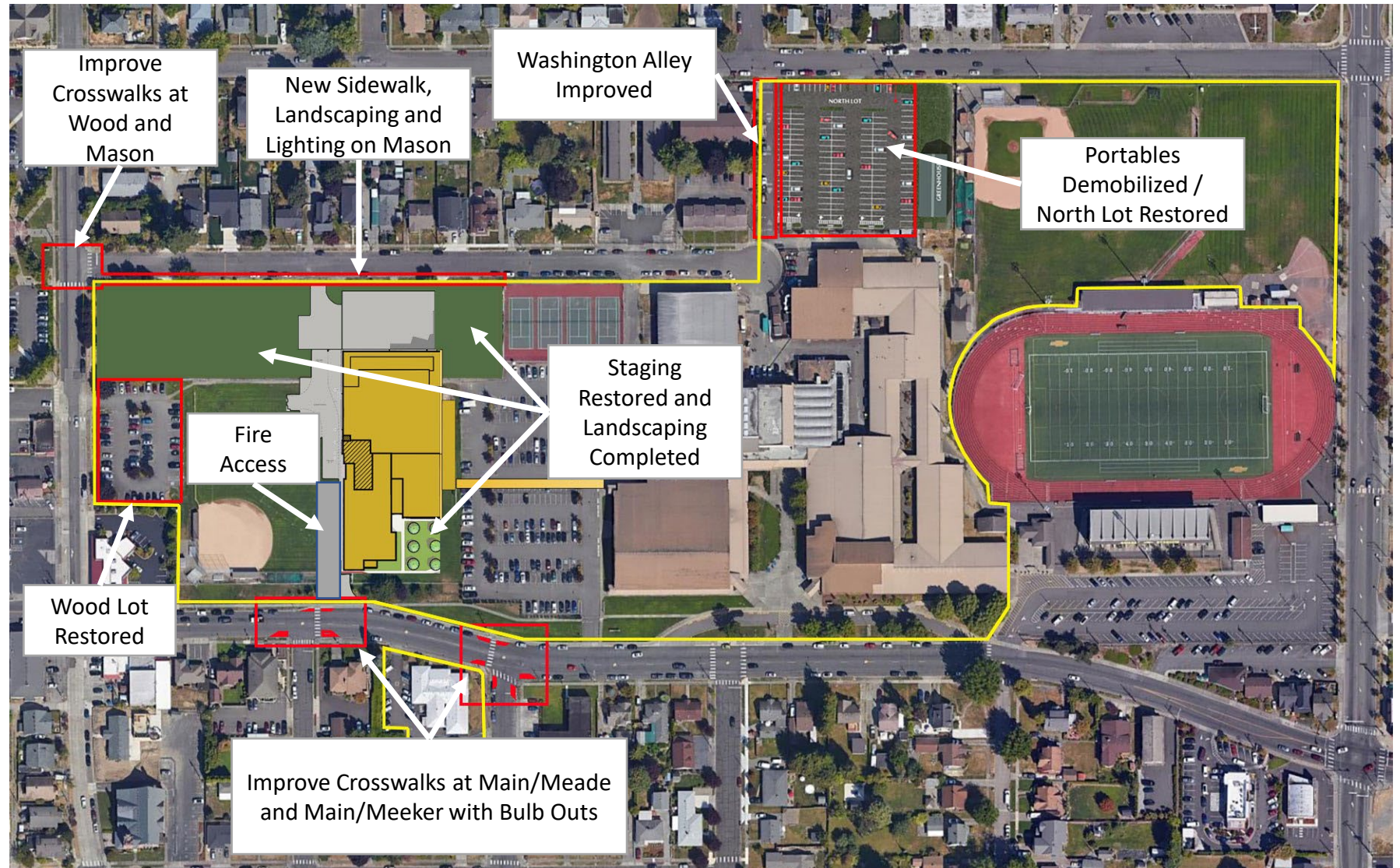
- ROW work prior to substantial completion
 - Initial Phase Crosswalks
 - Bulb Outs
 - Sidewalk on Mason Street and frontage at Main Street
- Building Occupied
- All Portables demobilized
- Wood Lot 100% Open
- Hydroseed Mason Lots
- Street trees & landscaping at Mason
- Internal landscaping
- Fire Access Lane East of Building

Timeline:

- Summer-Winter 2022

Site Parking Total:

- 590 stalls
 - +54 in Wood Lot
 - +121 in North Lot



Phase 1.4: Initial Phase – Completed

Description:

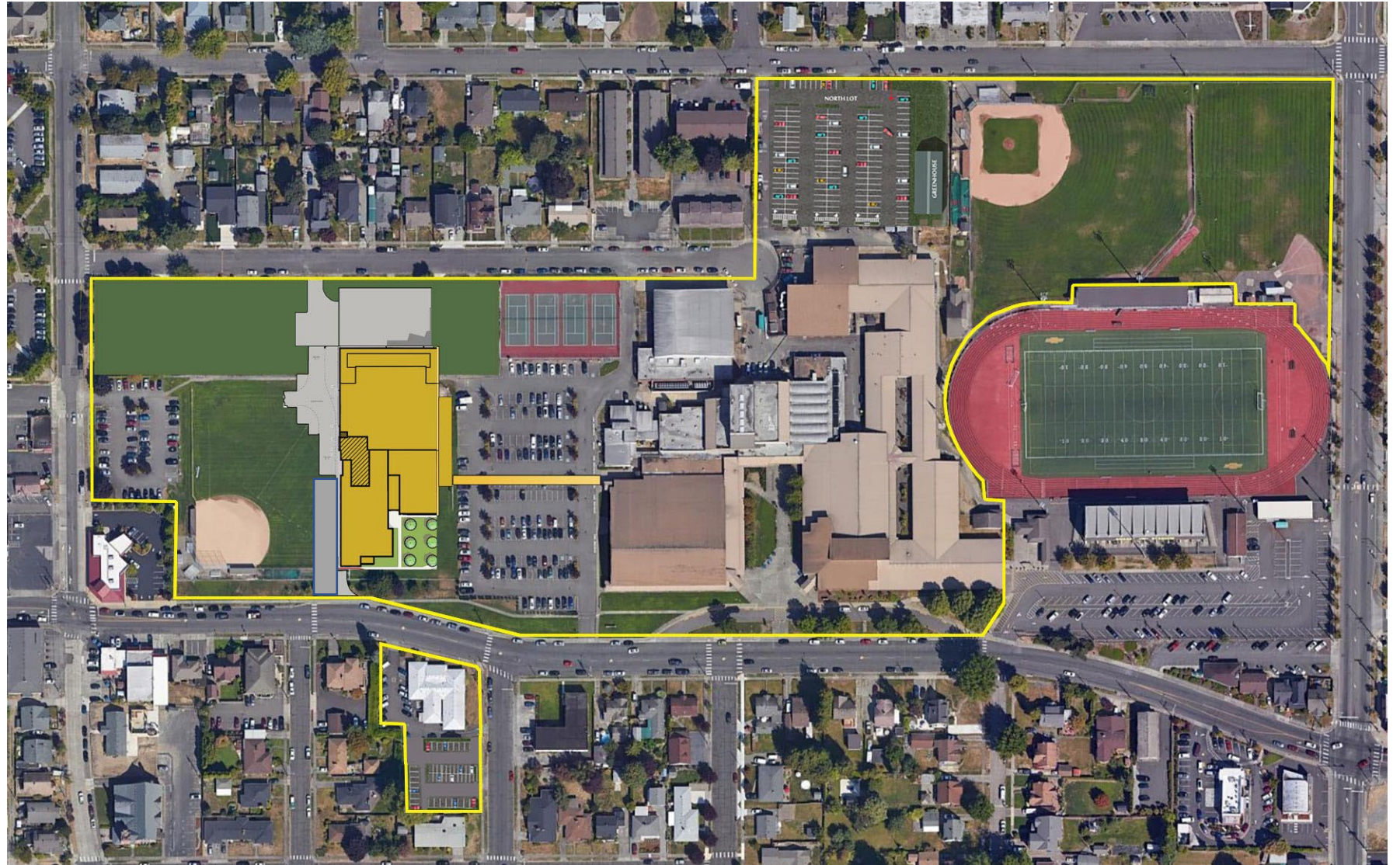
- Phase 1 completed; consistent with 2016 Bond Goals
- 1830 Student Capacity

Timeline:

- Winter 2022

Site Parking Total:

- 590 stalls



Phase 2: Full Build Out



Phase 2.0: West Building - Construction Staging

Description:

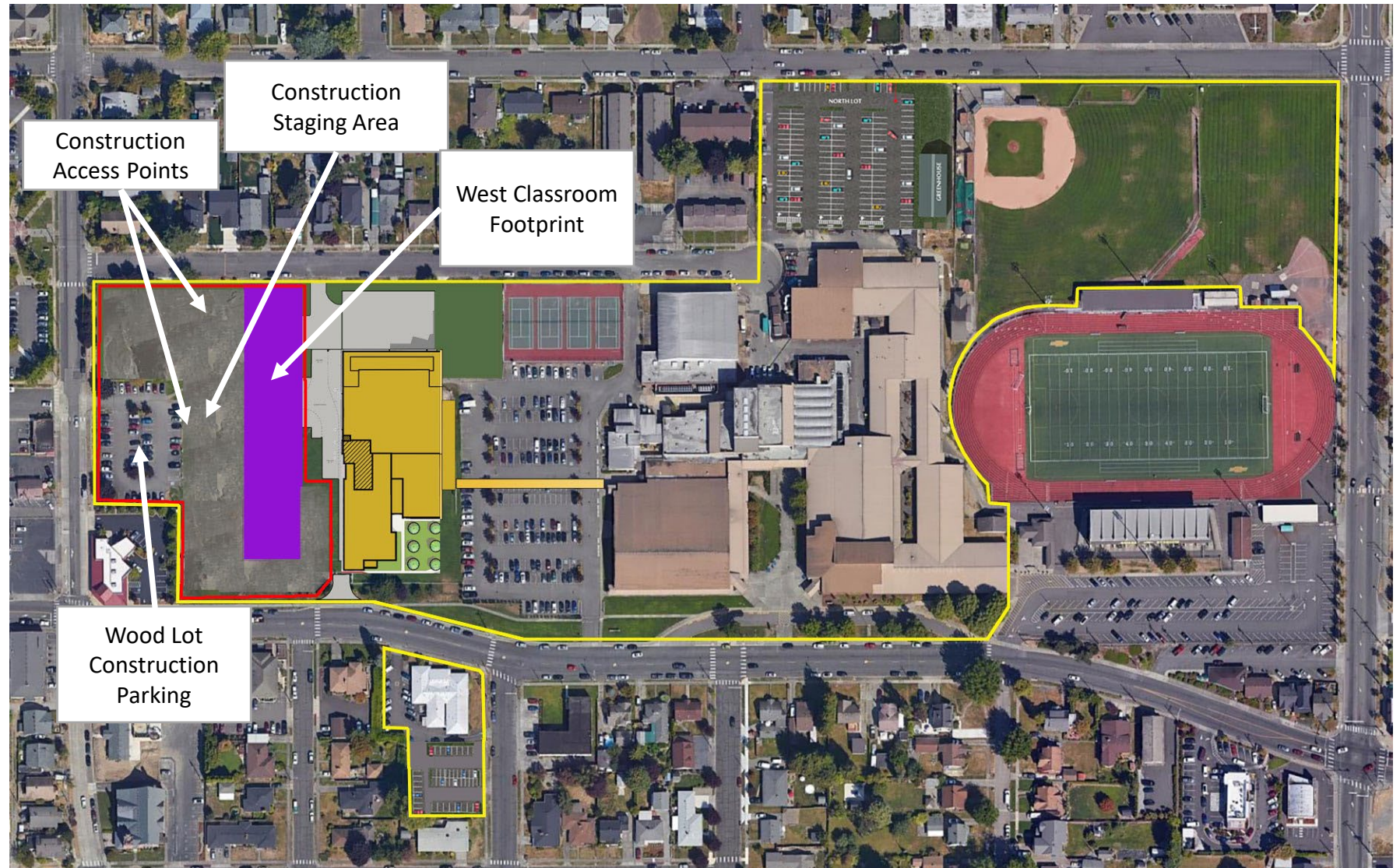
- Phase 2 Begins
- Close Wood Lot
- Fence off Staging and Work areas using locking gates and chain link with black slats for screening
- Close Fast Pitch Field
- Construction access off Mason and the Wood Ave Parking Lot

Timeline:

- Month 0 (Zero)

Site Parking Total:

- 536 stalls
 - -54 in Wood Lot



Phase 2.1: West Building Construction

Description:

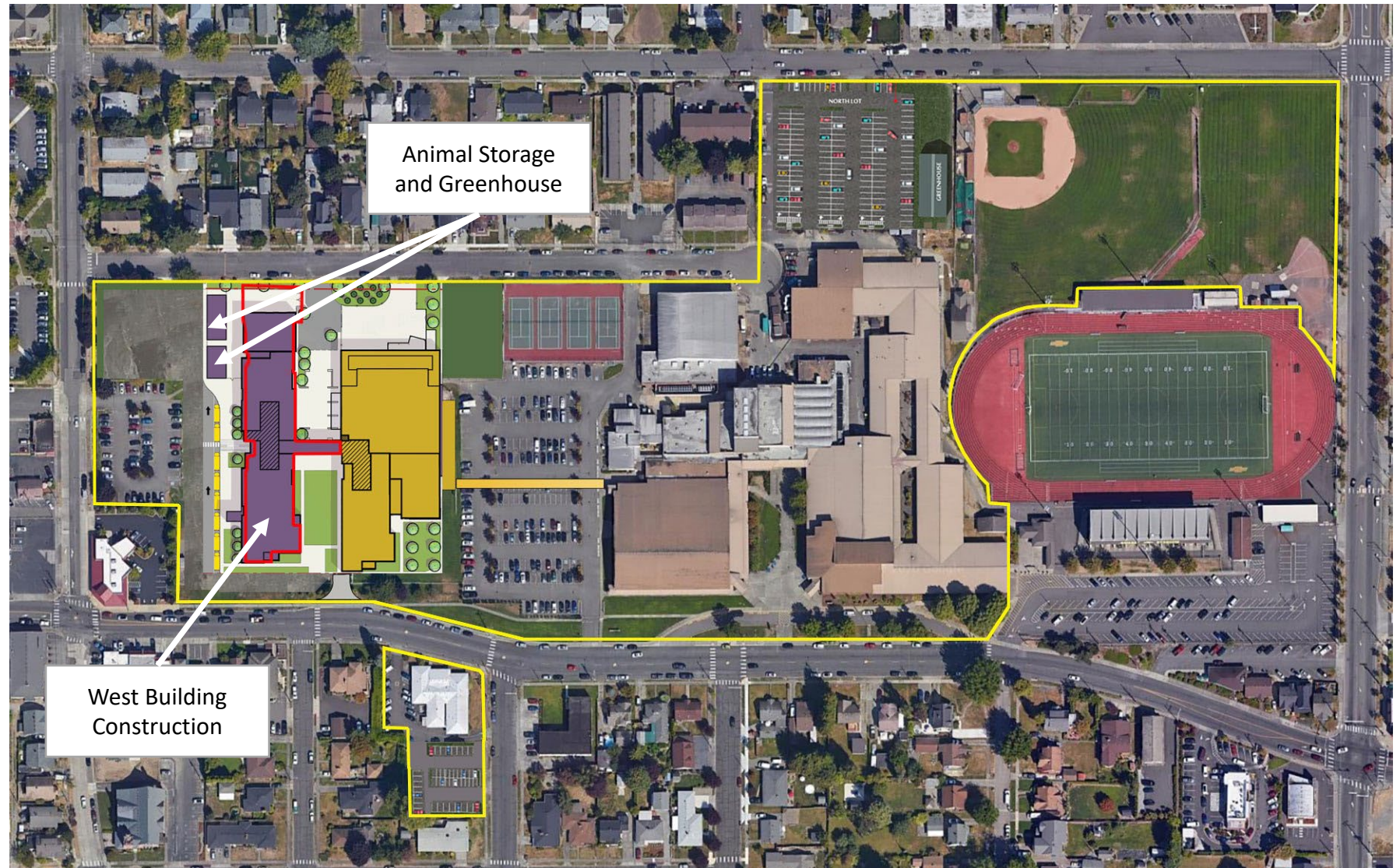
- West Building Completed
- Build Greenhouse and Animal Storage

Timeline:

- Months 1-18

Site Parking Total:

- 536 stalls



Phase 2.2: Wood Lot Buildout

Description:

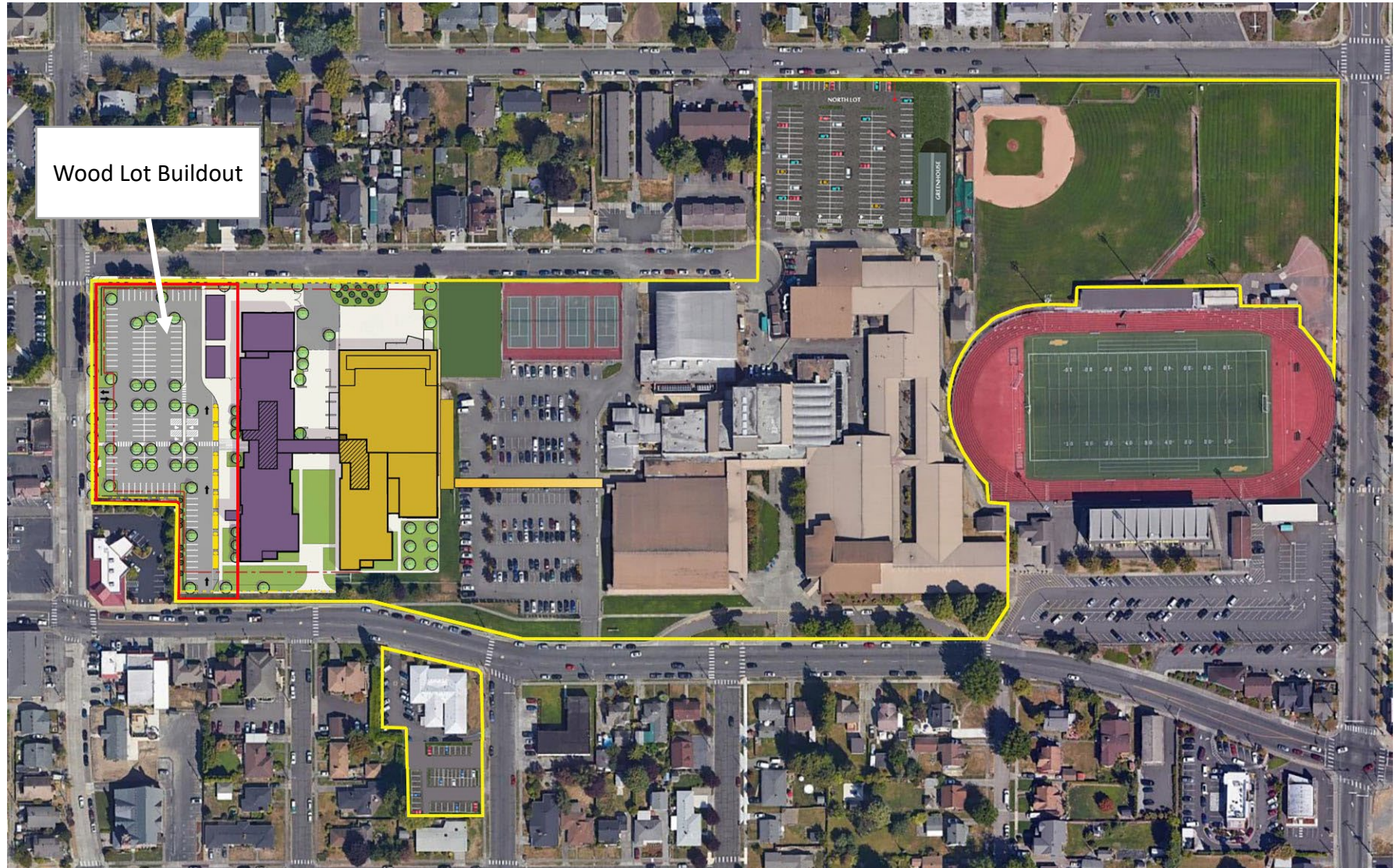
- Complete and reopen Wood Ave Lot
 - Landscaping
 - Fencing
- Install Street Lights and Complete Sidewalk Improvements on Wood Ave

Timeline:

- Months 14-18

Site Parking Total:

- 665 stalls
 - +121 in Wood Ave Lot
 - + 8 in new service yard



Phase 2.3: Existing School Demolition

Description:

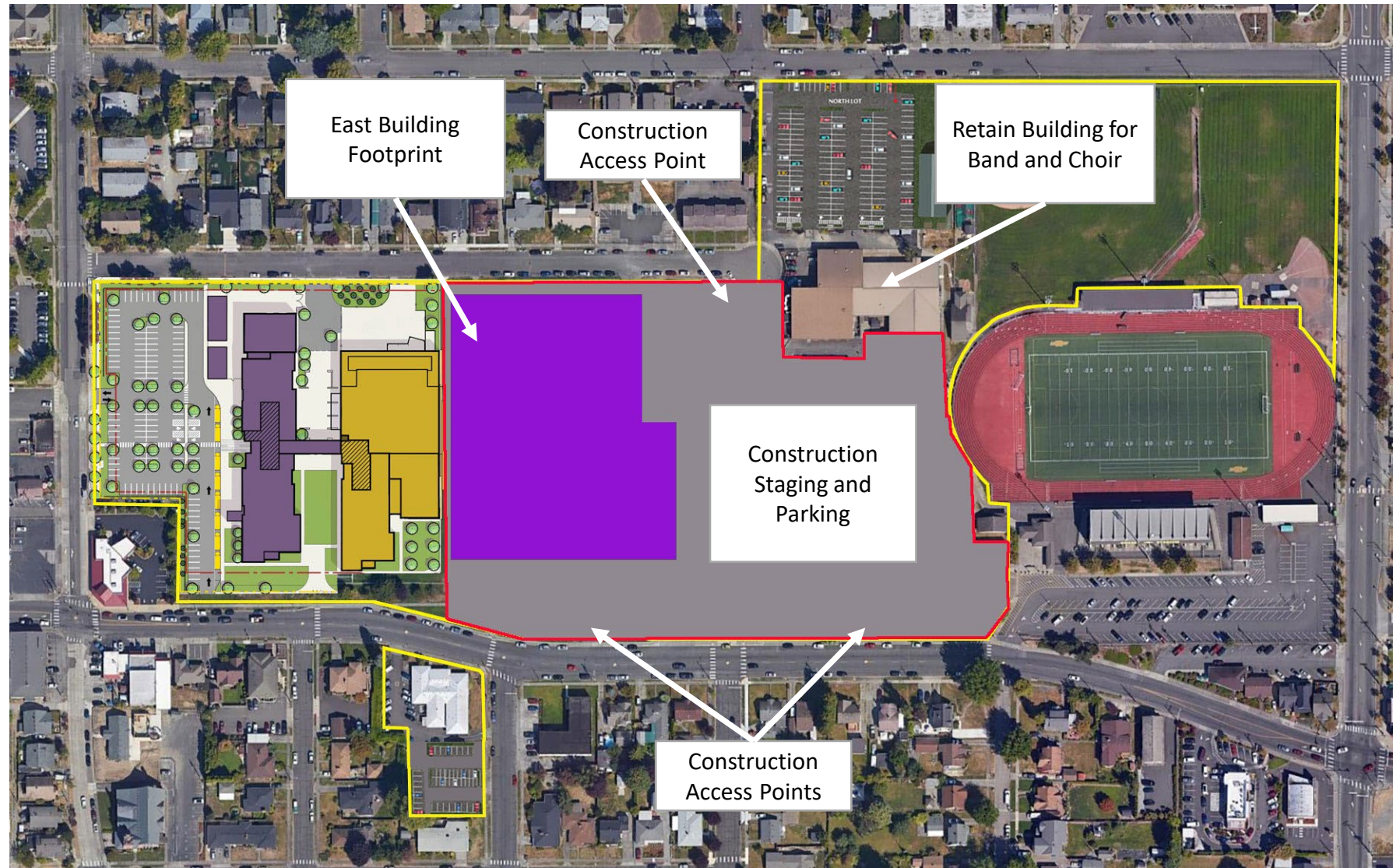
- Demolition of existing school except the current CTE wing
- Fence off Staging and Work areas using locking gates and chain link with black slats for screening
- Construction access off Mason and Main

Timeline:

- Months 18-22

Site Parking Total:

- 482 Stalls
 - -177 in the West Lot
 - - 6 old service yard



Phase 2.4: East Building Build Out

Description:

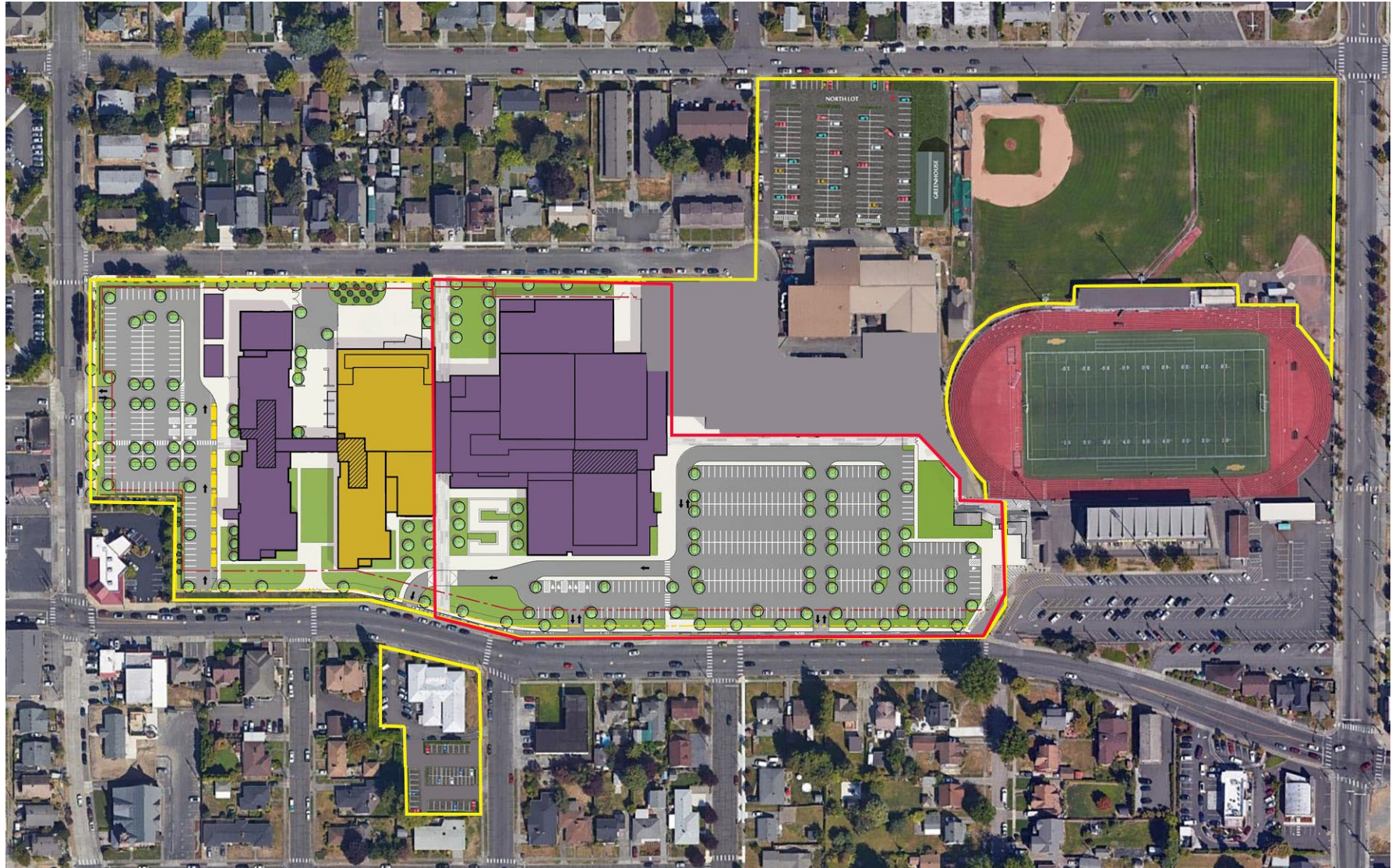
- Construct Administration, Special Services, Music, Arts, Auxiliary Gym, Main Gym, Locker Rooms and PAC
- Construct majority of the Main Lot
- Complete Interior Landscaping and Signage

Timeline:

- Months 18-38

Site Parking Total:

- 682 Stalls
 - +200 in Main Lot



Phase 2.5: Main Street ROW Work

Description:

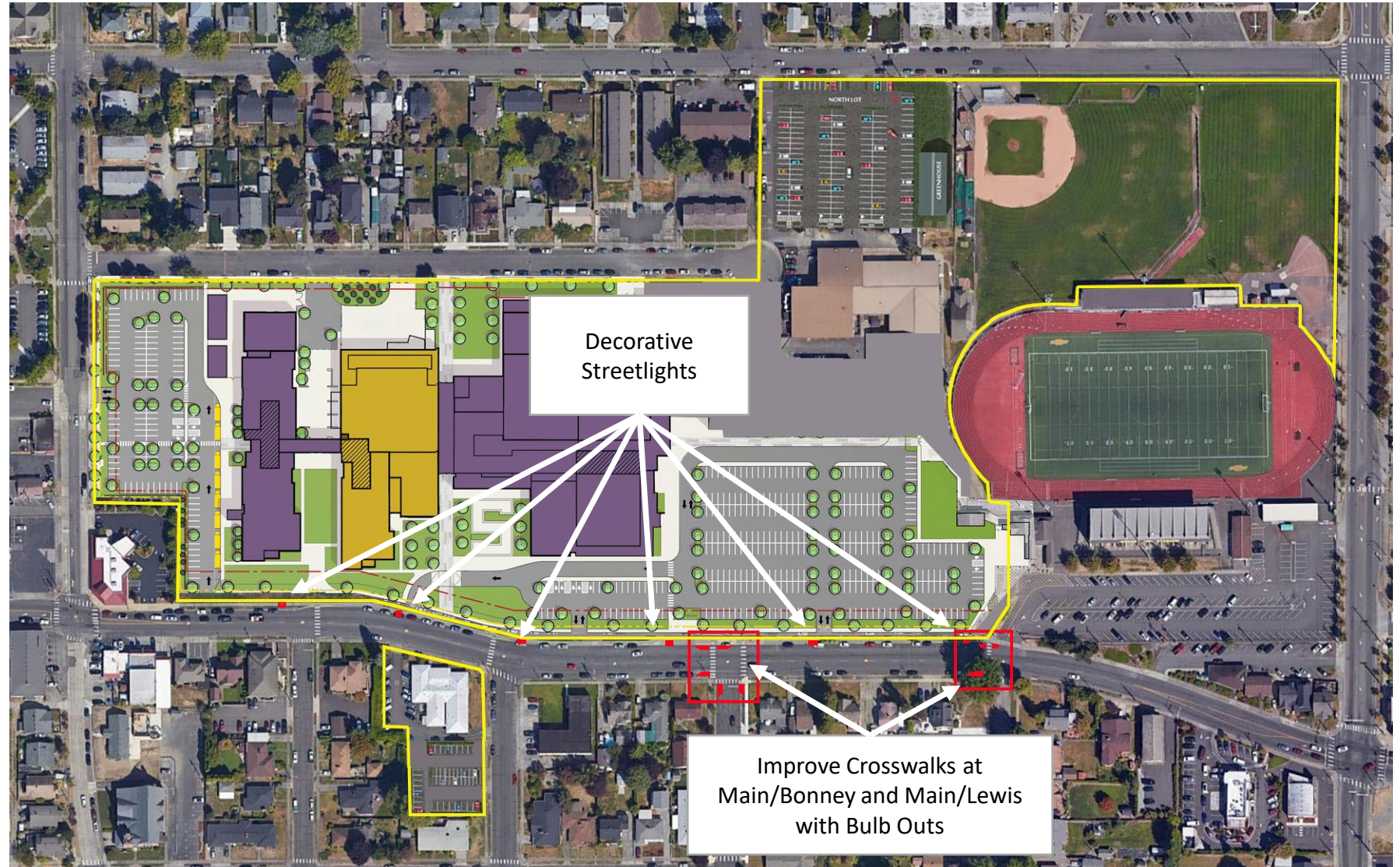
- Decorative streetlights Installed on Main
- Sidewalks completed on Main
- Power Poles removed
- Remaining crosswalk improvements on Main

Timeline:

- Months 32-38

Site Parking Total:

- 680 Stalls



Phase 2.6: Athletic Field Demolition

Description:

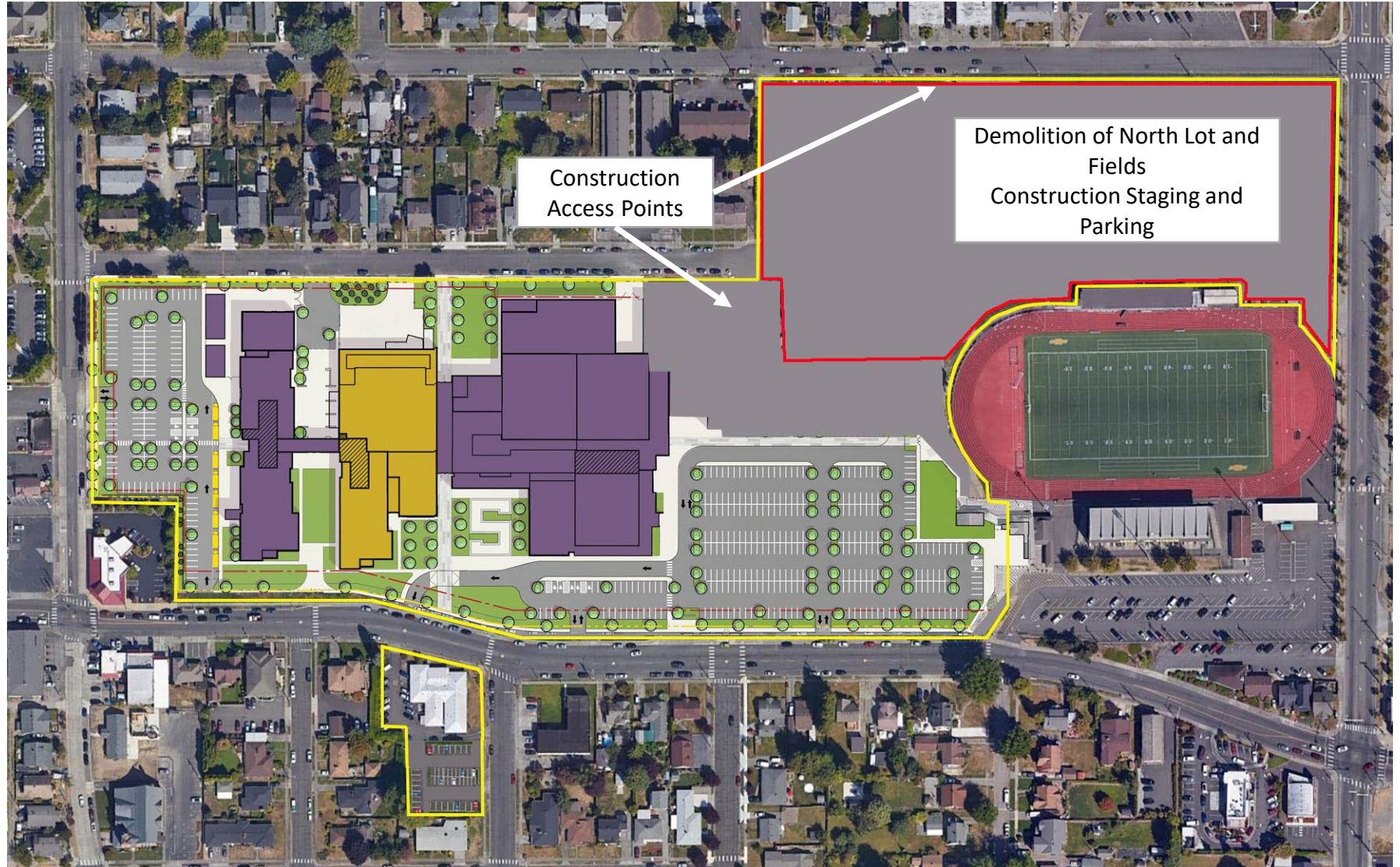
- Demolish Baseball Field, North Lot, and Remaining Structures
- Fence off Staging and Work areas using locking gates and chain link with black slats for screening
- Construction access off Mason and Washington

Timeline:

- Months 38-40

Site Parking Total:

- 523 Stalls
 - -157 in North Lot



Phase 2.7: Athletic Area Build Out

Description:

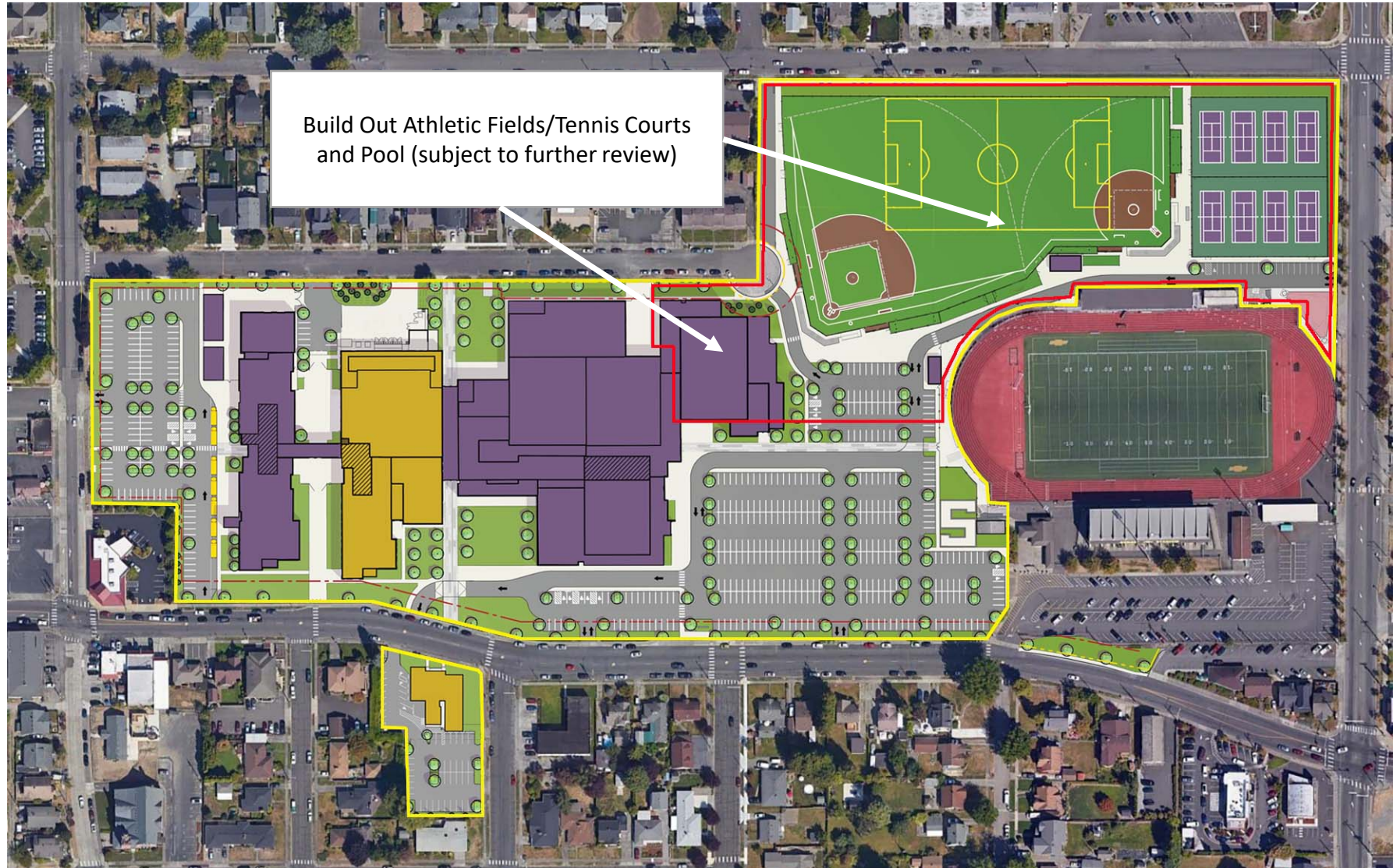
- New Multi-Use Field (Fast Pitch, Baseball and Tennis Courts with fencing, seating and parking)
- Field Lighting
- New Pool (subject to Steering Committee engagement and Board review)
- Main Lot completed
- Access to Valley Ave completed

Timeline:

- Months 40-46

Site Parking Total:

- 688 Stalls (Minimum)
 - +165 in Main Lot
 - +18 at Tennis Courts



Phase 2.8: Athletic Area ROW Improvements

Description:

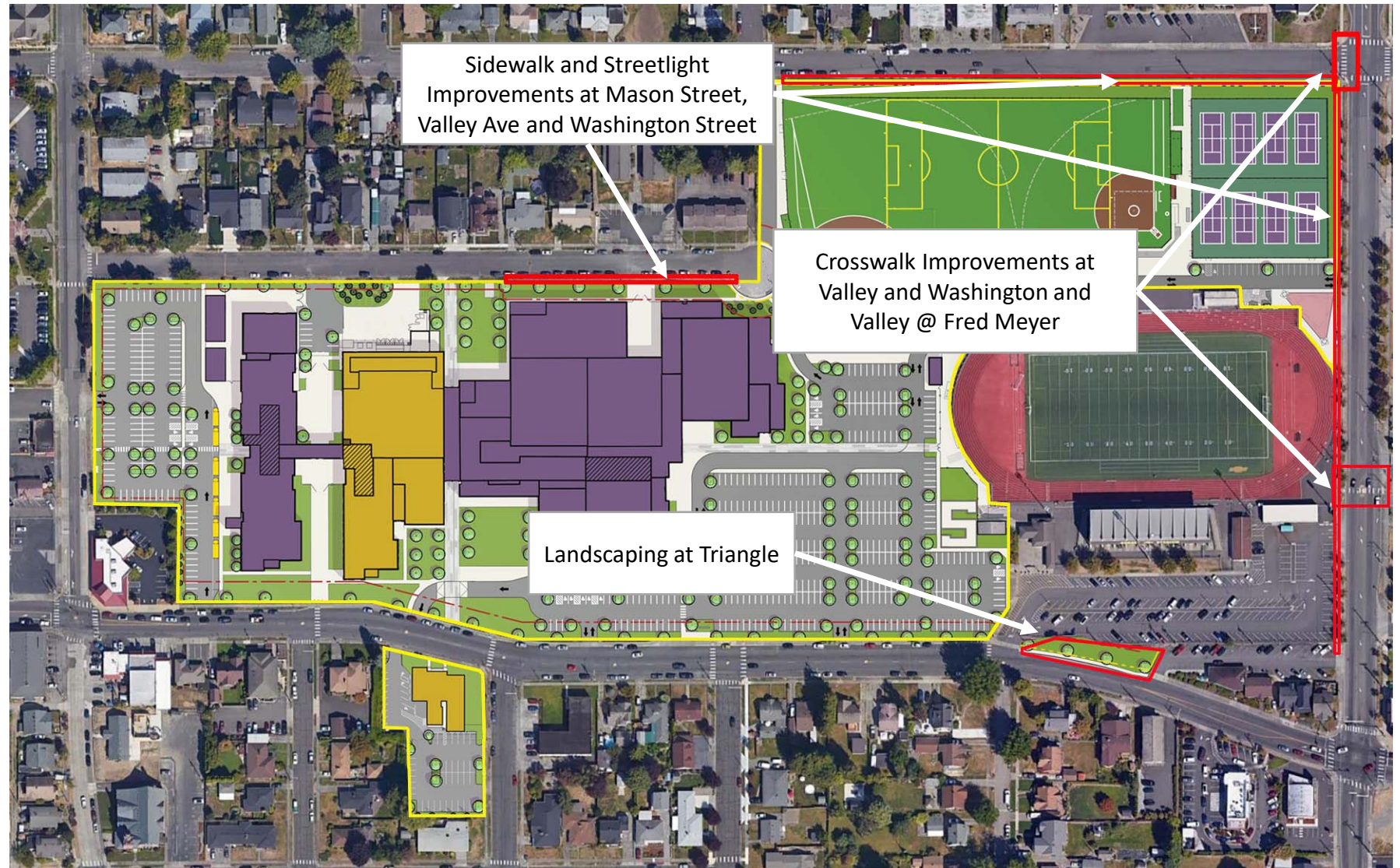
- Crosswalk Improvements on Valley Avenue
- Sidewalks at frontage on Washington Street and Valley Ave
- Street Lighting on Washington Street and Valley Ave

Timeline:

- Month 40-43

Site Parking Total:

- 688 Stalls



Phase 2.9: Master Plan Completed

Description:

- 1830 Students
- Complete Replacement of All Facilities except Sunset Stadium

Timeline:

- Month 46

Site Parking Total:

- 688 Stalls (minimum)

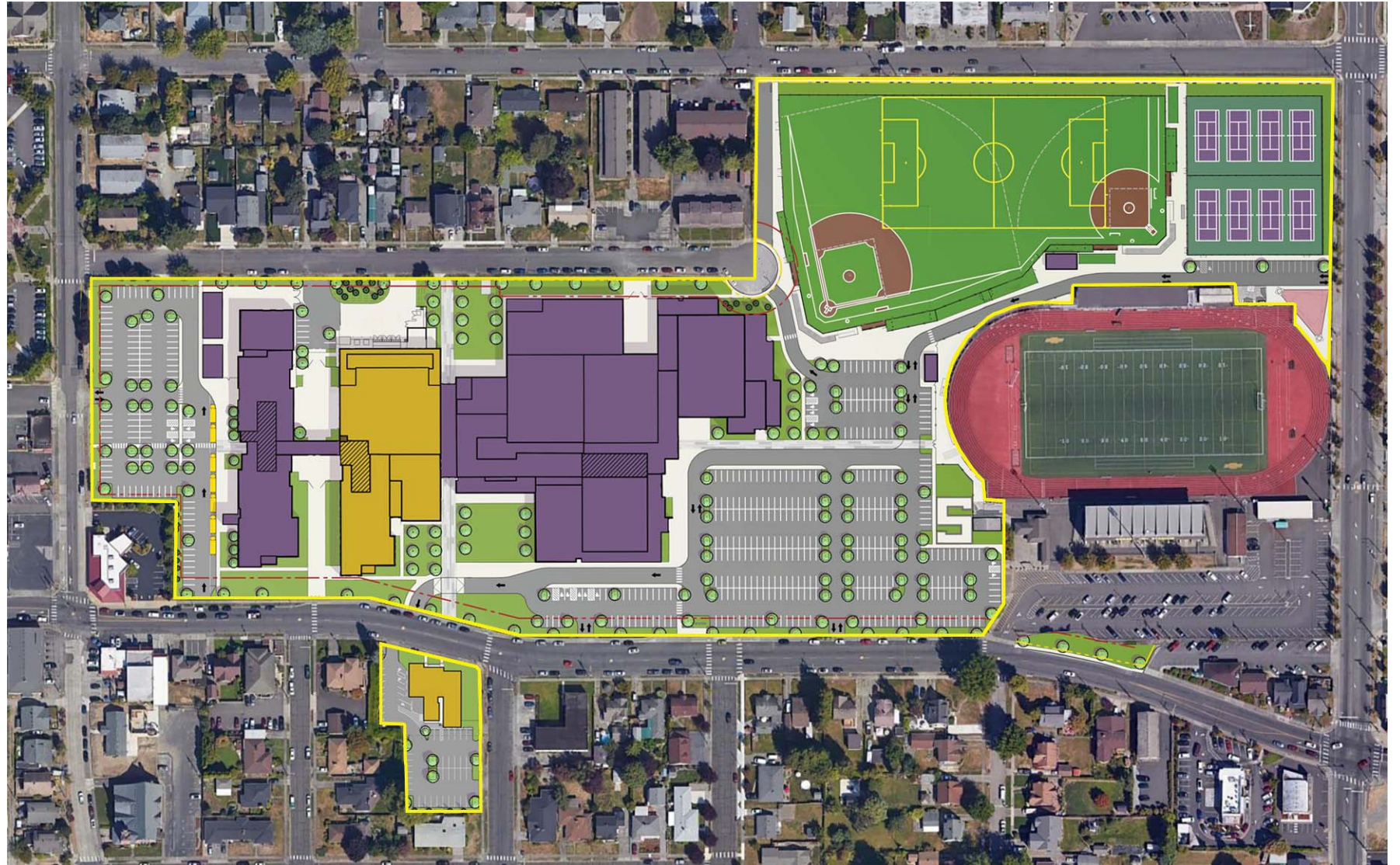


EXHIBIT 4

BUILDING HEIGHT ANALYSIS

EXHIBIT 4

Building Height Analysis (Based on SF Roof Area)

Sumner HS Modernization & Expansion

02/01/21

prepared by BLRB Architects

MAIN BUILDING		Under 30' SMC Max. Height (1)		Between 31-50' per SMC Exception (2)		Exceeds Current SMC 50' Limit (3)		TOTALS
Building Area		≤20' Height	≤28' Height	30' to 36'	36' to 46'	50' to 56'	56' to 60'	
Phase 1	SF Roof Area	1,820	4,720	24,858	11,428	2,648(4)	100(4)	45,574
	Percent of Phase 1 RA	4.0%	10.4%	54.5%	25.1%	5.8%	0.2%	100%
Phase 2 West	SF Roof Area	-	4,920	-	30,678	3,616(4)	100(4)	39,314
	Percent of Phase 2 West RA	0.0%	12.5%	0.0%	78.0%	9.2%	0.3%	100%
Phase 2 East	SF Roof Area	25,207	31,900	57,392	14,540(4)	-	3550 (5)	132,589
	Percent of Phase 2 East RA	19.0%	24.1%	43.3%	11.0%	0.0%	2.7%	100%
Total MAIN BUILDING	SF Roof Area	27,027	41,540	82,250	56,646	6,264	3,750	217,477
	Percent of Total RA	12.4%	19.1%	37.8%	26.0%	2.9%	1.7%	100%

SUPPORT BUILDINGS		Under 30' SMC Max. Height		Between 31-50' per SMC Exception (2)		Exceeds Current SMC 50' Limit (3)		TOTALS
Building Area		≤20' Height	≤28' Height	30' to 36'	36' to 46'	50' to 56'	56' to 60'	
Greenhouse	SF Roof Area	2,100	-	-	-	-	-	2,100
Animal Science	SF Roof Area	1,500	-	-	-	-	-	1,500
Concessions/Restrooms	SF Roof Area	1,000	-	-	-	-	-	1,000
Total Support Buildings	SF Roof Area	4,600	-	-	-	-	-	4,600

Notes: Height groupings per Sumner Municipal Code (SMC), Zone LDR-12 and MDR

(1) LDR/SMC 18.12.070H: Maximum Height 30'; MDR/SMC18.14.070: Maximum Height 35'

(2) SMC 18.12.080L: Allows Height Exception for Schools to 50'

(3) SMC 18.20.020E: Allows Height Exception under Development Agreement

(4) SMC 18.32.020A: Elevator and Mechanical Room Enclosures and Mechanical Vents not subject to height limit.

(5) Performing Arts Center Fly Loft

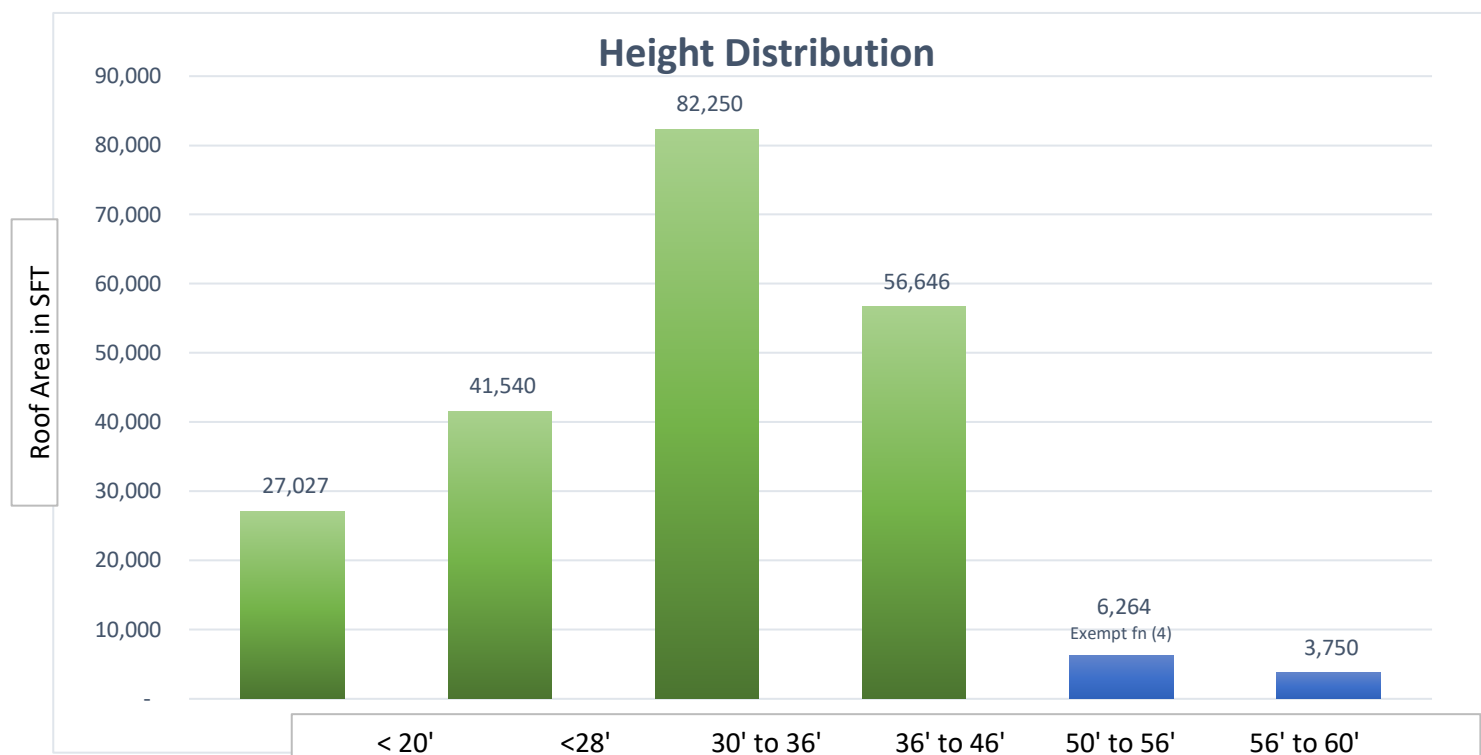
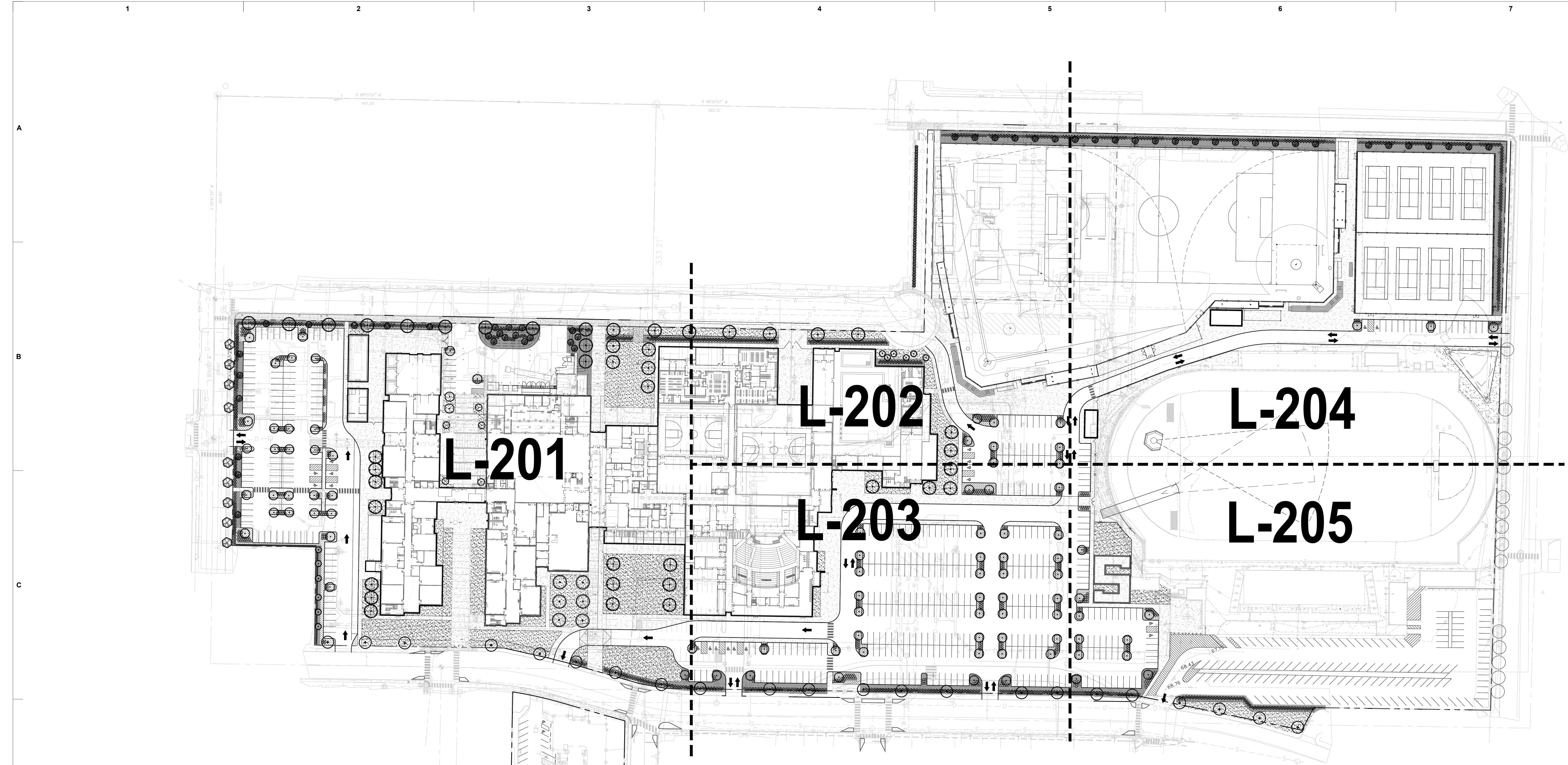


EXHIBIT 5

LANDSCAPE PLAN

EXHIBIT 5

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PLANT SCHEDULE

(LEGEND SHOWN AT 1"=20'-0" SCALE)

SYMBOL	BOTANICAL/COMMON NAME	SIZE/CONDITION/REMARKS
--------	-----------------------	------------------------

DECIDUOUS TREES

	ACER X FREEMANII 'JEFFERSRED' AUTUMN BLAZE MAPLE	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	ACER X FREEMANII 'ARMSTRONG' FREEMAN MAPLE	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	ULMUS X 'FRONTIER' FRONTIER ELM	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	GINKGO BILOBA 'PRINCETON SENTRY' PRINCETON SENTRY GINKGO	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	CARPINUS CAROLINIANA AMERICAN HORNBEAM	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	CORNUS FLORIDA 'EDDIE'S WHITE WONDER' EDDIE'S WHITE WONDER DOGWOOD	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.

EVERGREEN TREES

	THUJA PLICATA 'HOGAN' HOGAN CEDAR	10' HT., FULL & BUSHY TO BASE, B&B
--	--------------------------------------	------------------------------------

SHRUBS AND GRASSES

	CORNUS STOLONIFERA 'KELSEY' KELSEY DOGWOOD	MIN. 24"-30" H. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.
	VIBURNUM DAVIDII DAVID VIBURNUM	MIN. 24"-30" HT. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.
	SPIRAEA JAPONICA 'ANTHONY WATERER' JAPANESE SPIRAEA	MIN. 24"-30" HT. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.
	MAHONIA AQUIFOLIUM 'COMPACTA' COMPACT OREGON GRAPE	MIN. 24"-30" HT. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.
	SPIRAEA BETULIFOLIA 'TOR' BIRCHLEAF SPIRAEA	MIN. 24"-30" HT. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.

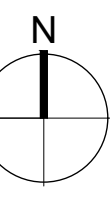
GROUNDCOVER

	ARCTOSTAPHYLOS UVA-URSII KINKKINICK	1 GAL. POTS MIN., FULL AND BUSHY, 18" OC TRIANGULAR SPACING, START FIRST ROW 8" FROM EDGE OF PLANTING
	EUONYMUS FORTUNEI 'COLORATUS' WINTER CREEPER EUONYMUS	1 GAL. POTS MIN., FULL AND BUSHY, 18" OC TRIANGULAR SPACING, START FIRST ROW 8" FROM EDGE OF PLANTING
	NATIVE GROUNDCOVER MIX 33% POLYSTICHUM MUNITUM WESTERN SWORD FERN 33% CAULOTHEA SHALLOON SALAL 33% MAHONIA REPENS CREEPING MAHONIA	1 GAL. POTS MIN., @ 18" O.C. SPACING, FULL & BUSHY, TRIANGULAR SPACING, START FIRST ROW 8" FROM PLANTING AREA.
	SEEDED LAWN W/ IMPORT TOPSOIL	SEE SPECIFICATIONS

GENERAL NOTES:

- ALL NEW LANDSCAPE AREAS ARE TO BE WATERED WITH AN AUTOMATIC WATER CONSERVING IRRIGATION SYSTEM.
- MULCH ALL SHRUB AND GROUNDCOVER AREAS WITH A MINIMUM 2" DEPTH OF SPECIFIED MULCH.
- WHERE GROUNDCOVER IS SHOWN, IT SHALL BE PLANTED AT THE SPECIFIED SPACING THROUGHOUT THE BED, INCLUDING AREAS UNDERNEATH TREES AND SHRUBS, START FIRST ROW 12" FROM EDGE OF BED.
- REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

SCALE: 1"=40'-0"



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PHASE 2 LANDSCAPE PLAN

MASTER PLAN FULL BUILD-OUT

SUMNER HIGH SCHOOL
Modernization and Expansion
1707 Main St.
Sumner, WA 98390

BLRB Architects

TACOMA	SPOKANE	PORTLAND	BEND
1250 Pacific Ave Suite 700 WA 98402 206-457-8599	505 W. Riverside Suite 500 WA 98201 509-252-5080	621 SW Morrison St. Suite 550 OR 97205 503-595-0270	404 SW Columbia Suite 120 OR 97102 541-330-6506

Drawing Title:
**OVERALL PLANTING PLAN,
LEGEND, & NOTES**

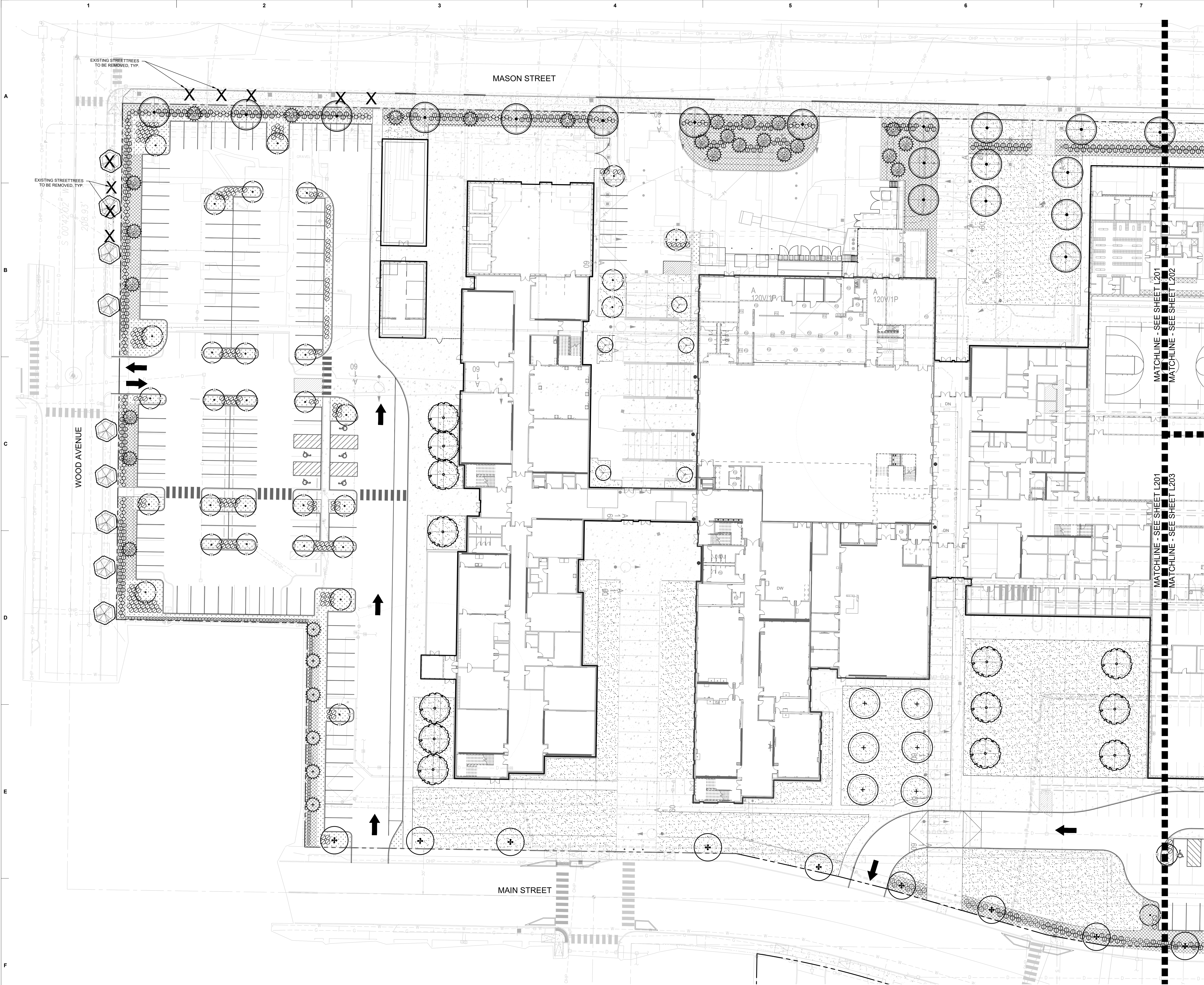
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Revised: Project No. 19.16

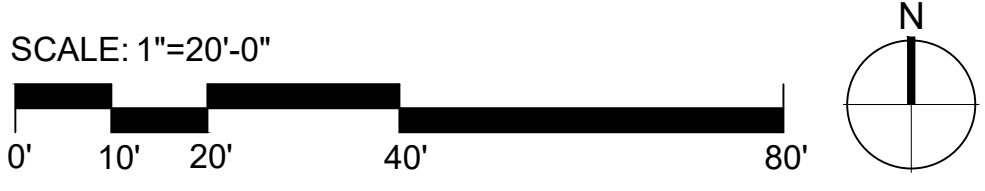
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PHASE 2 LANDSCAPE PLAN
MASTER PLAN FULL BUILD-OUT

 **SUMNER HIGH SCHOOL**
Modernization and Expansion
1707 Main St.
Sumner, WA 98390

BLRB Architects

TACOMA | SPOKANE | PORTLAND | BEND

1250 Pacific Ave. Suite 700 WA 98402 253 657 6599	505 W. Riverside Suite 500 WA 98201 509 252 5080	621 SW Morrison St. Suite 550 OR 97205 503 595 0270	404 SW Columbia Suite 120 OR 97102 541 330 6506
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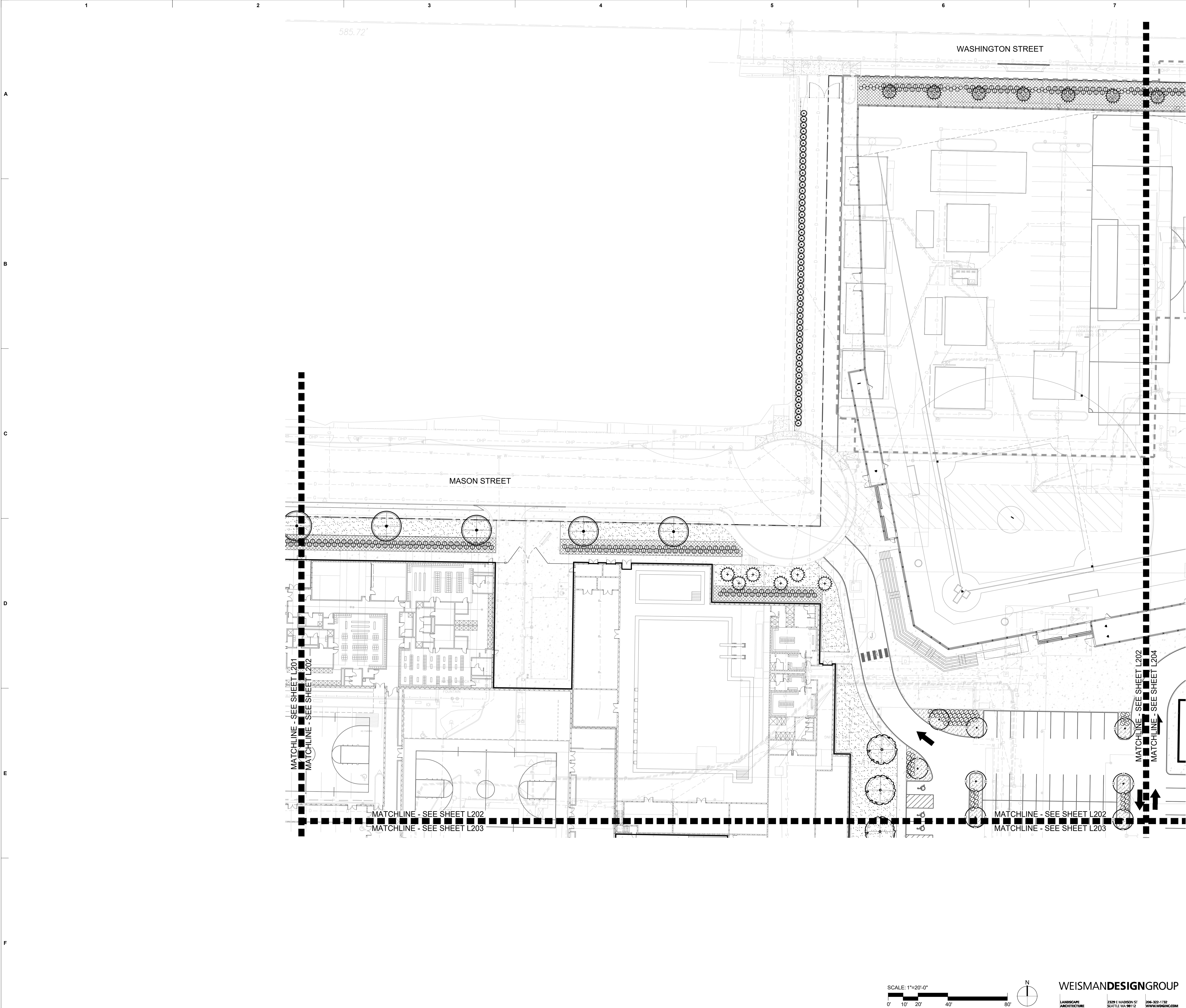
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**PLANTING PLAN
ENLARGEMENT**

Date : 04/27/2021	Drawn By : TY, WS
Revised :	Project No. 19.16
Stamp	Sheet No.



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DRAWING REVISIONS

Date	Description
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PHASE 2 LANDSCAPE PLAN
MASTER PLAN FULL BUILD-OUT

SUMNER-HIGH SCHOOL
MODERNIZATION AND EXPANSION
1707 Main St.
Sumner, WA 98390

BLRBarchitects

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WA 98402
253.627.6599

505 W Riverside
Suite 500
WA 98201
509.252.0080

621 SW Morrison St.
Suite 550
OR 97205
503.595.0270

404 SW Columbia
Suite 120
OR 97102
541.330.6506

Drawing Title:

PLANTING PLAN
ENLARGEMENT

Date : 04/27/2021

Revised :

Stamp

Drawn By : TY, WS

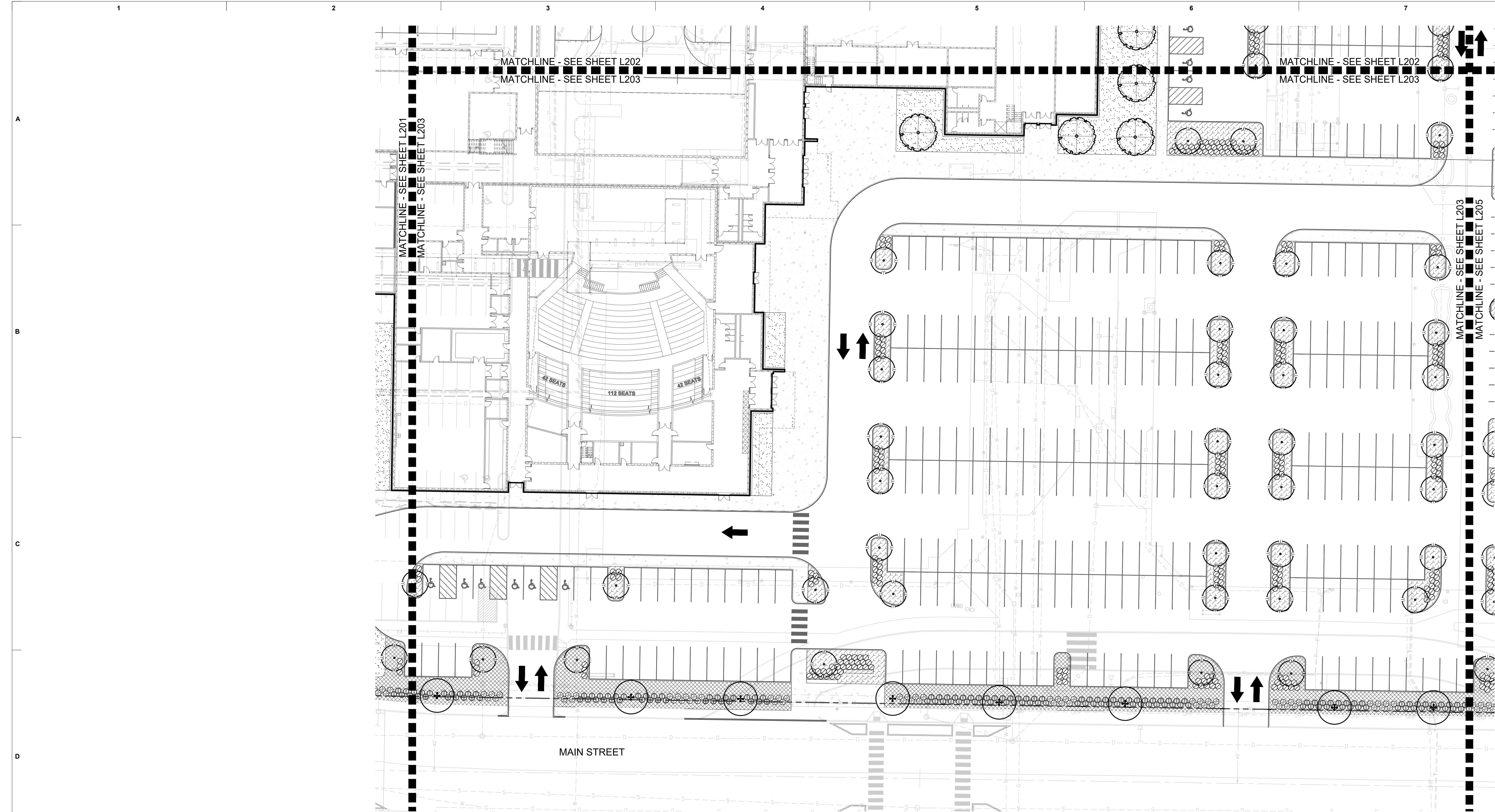
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Page 108 of 212



DRAWING REVISIONS

Date	Description
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PHASE 2 LANDSCAPE PLAN

MASTER PLAN FULL BUILD-OUT

 **SUMNER HIGH SCHOOL**
Modernization and Expansion
1707 Main St.
Sumner, WA 98390

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Drawing Title:

PLANTING PLAN
ENLARGEMENT

Date : 04/27/2021

Drawn By : TY, WS

Revised :

Project No. 19.16

Stamp

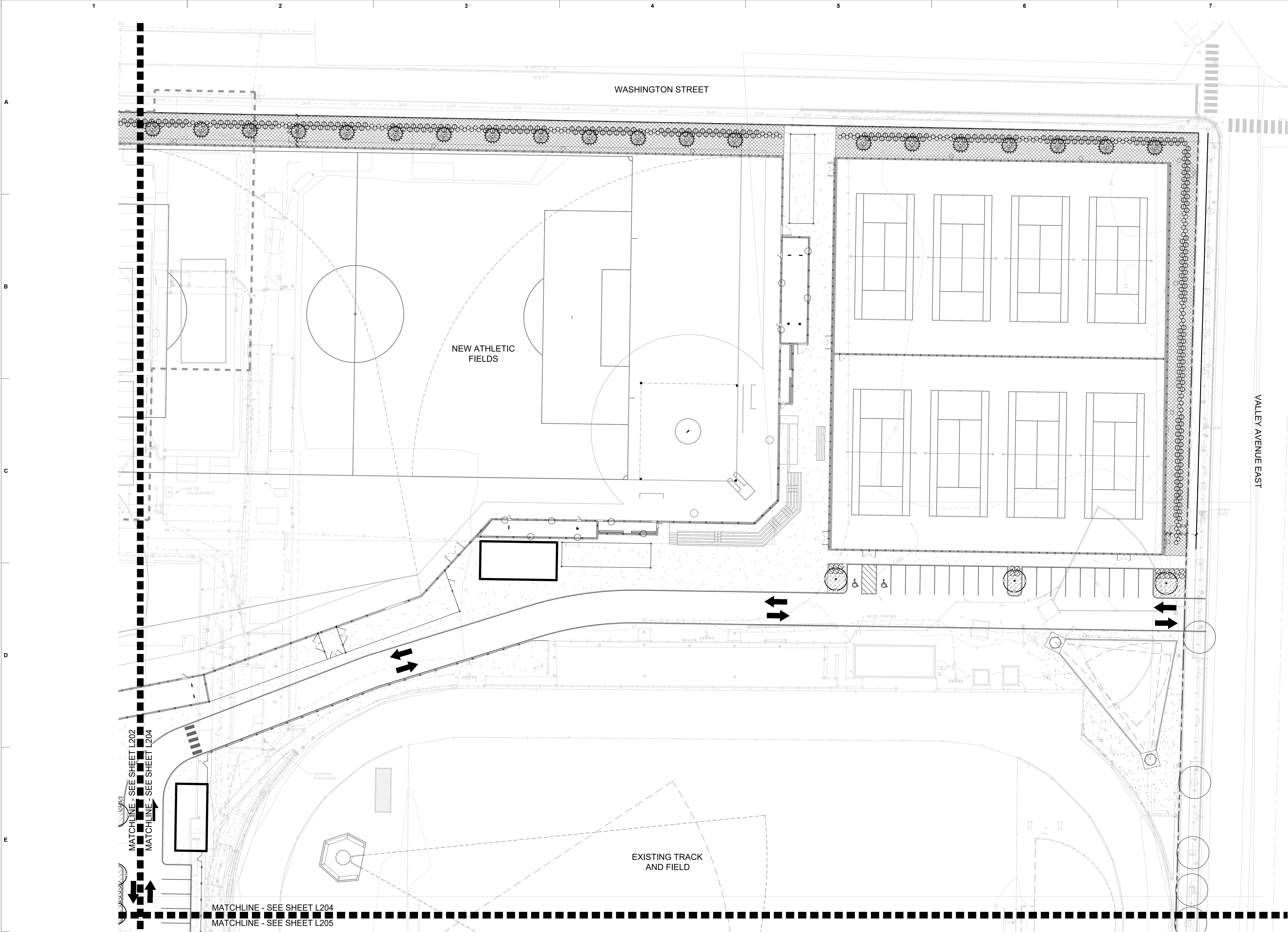


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PHASE 2 LANDSCAPE PLAN
MASTER PLAN FULL BUILD-OUT

SUMNER HIGH SCHOOL
Modernization and Expansion
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Sumner, WA 98390

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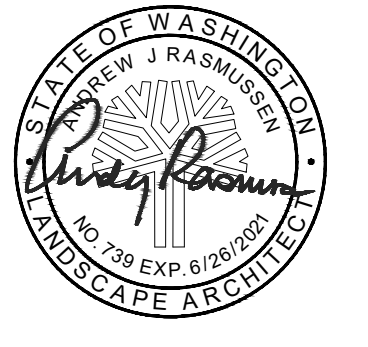
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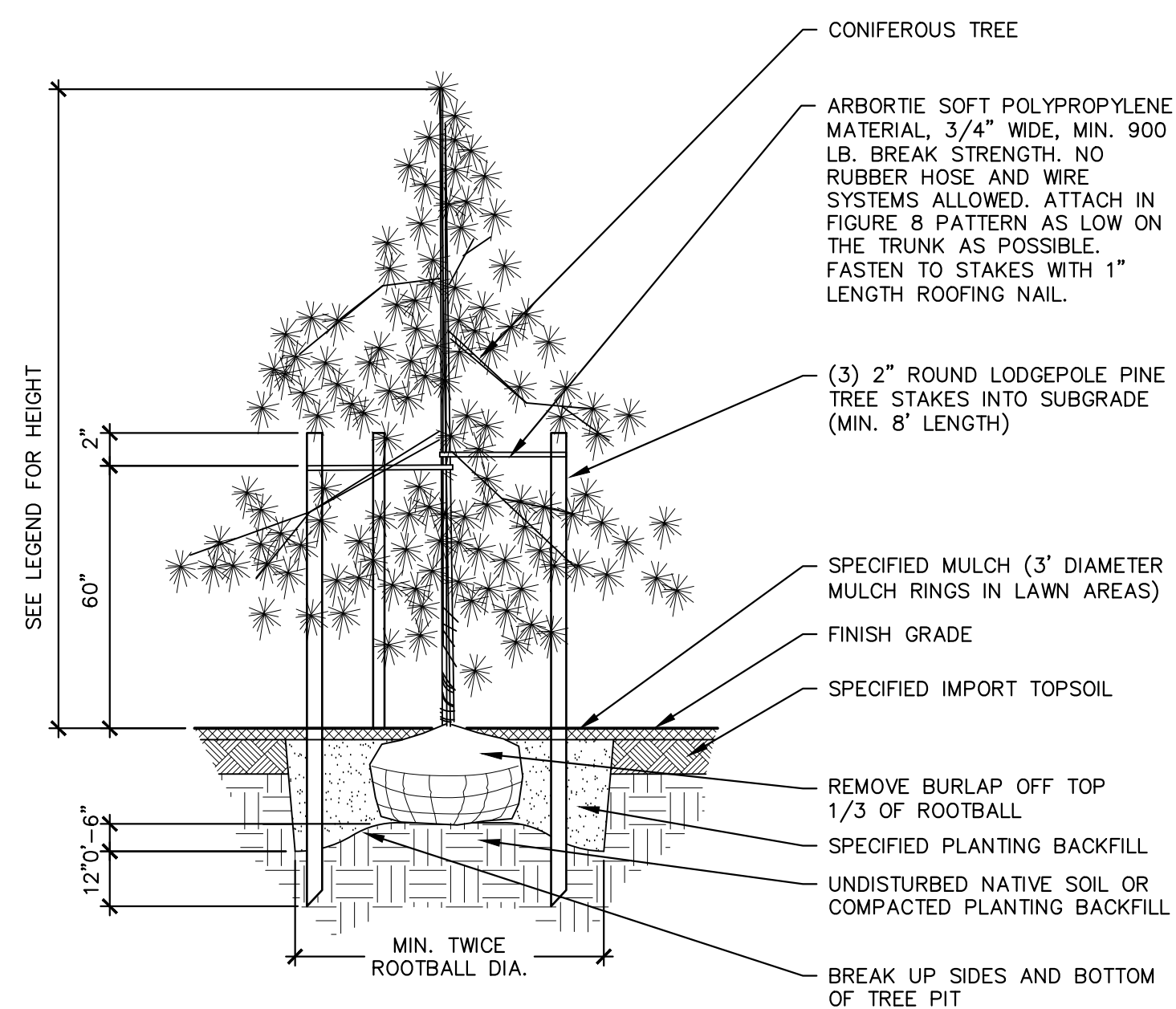
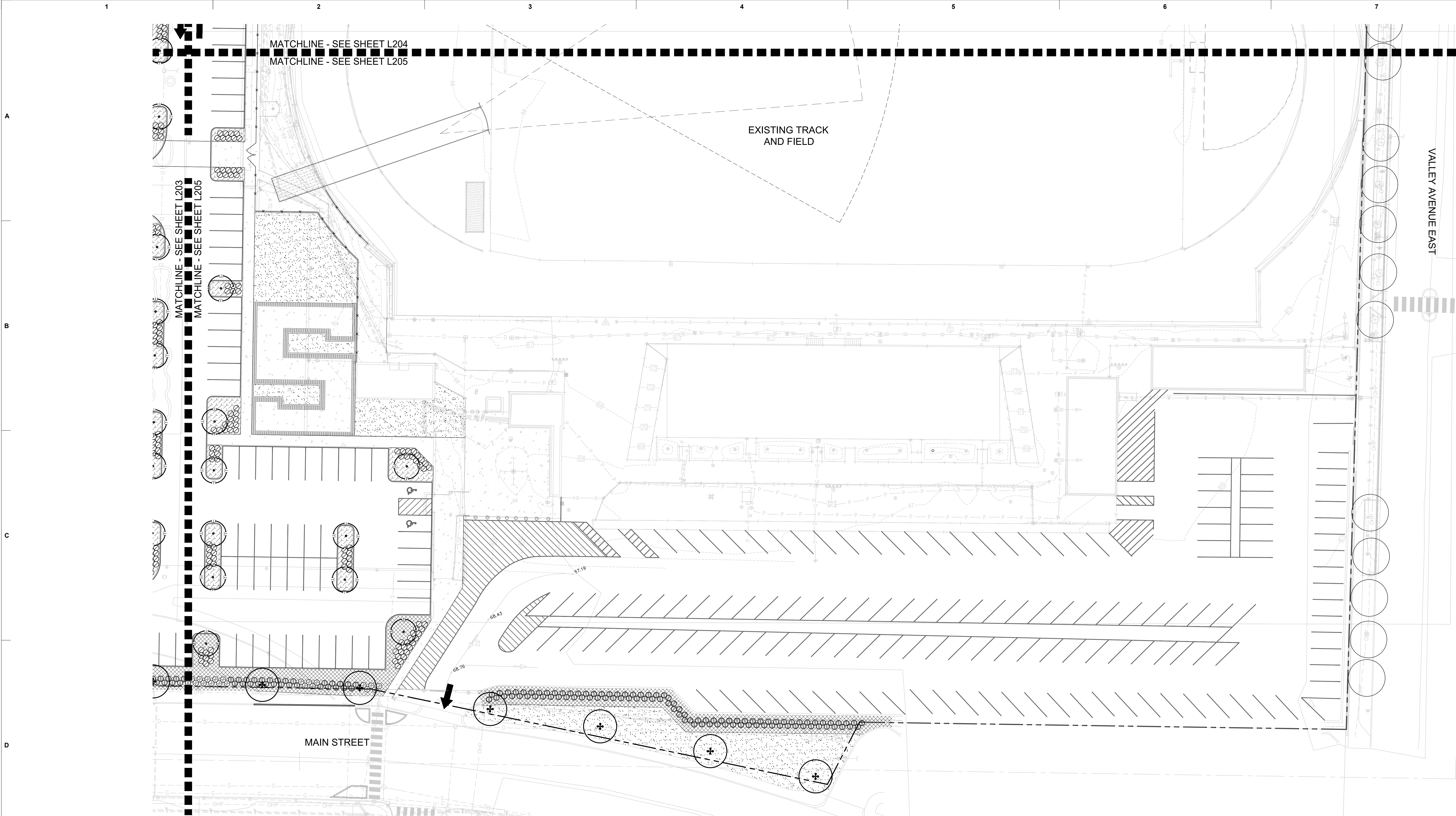
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Date : 04/27/2021	Drawn By : TY, WS
Revised :	Project No. 19.16
Stamp	Sheet No.

L204

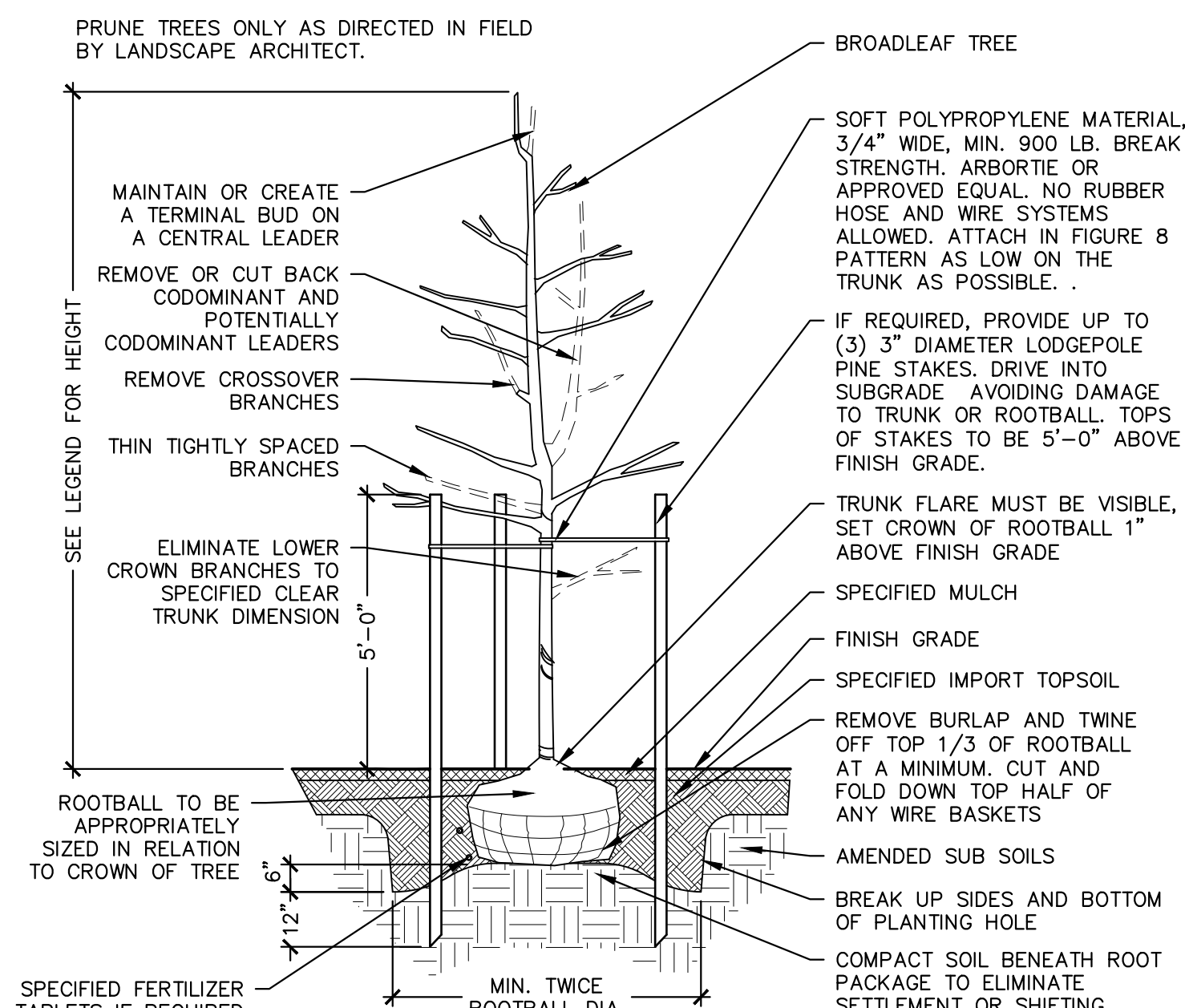


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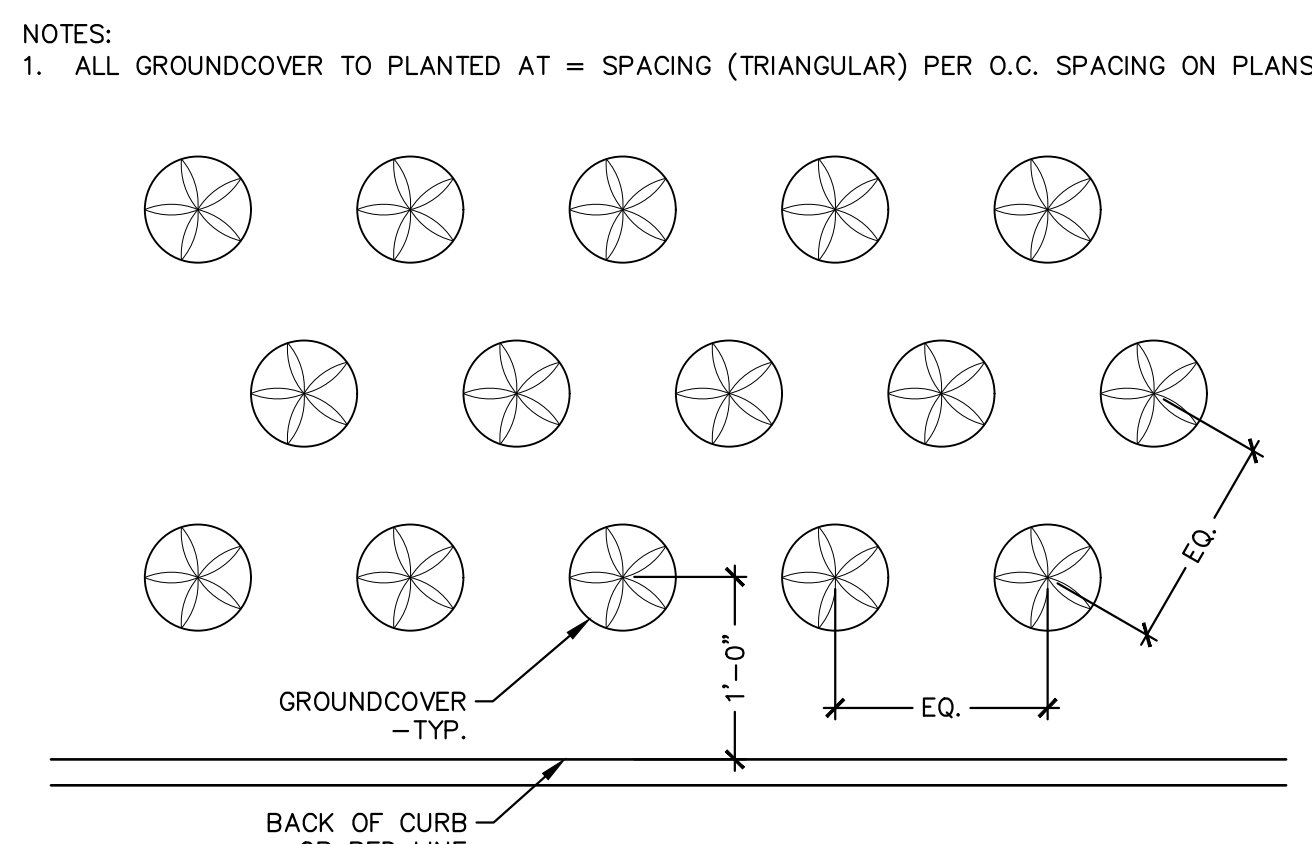




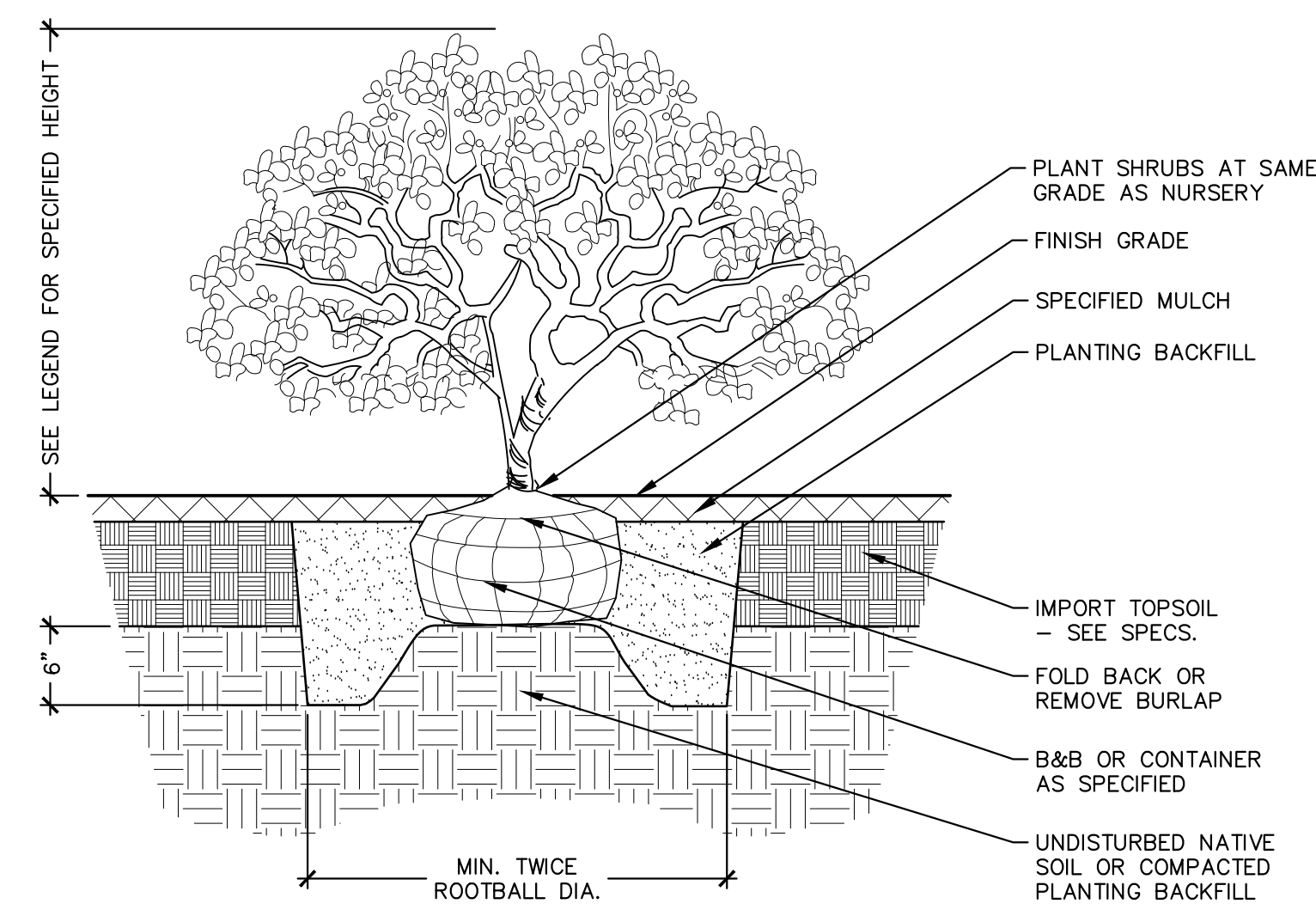
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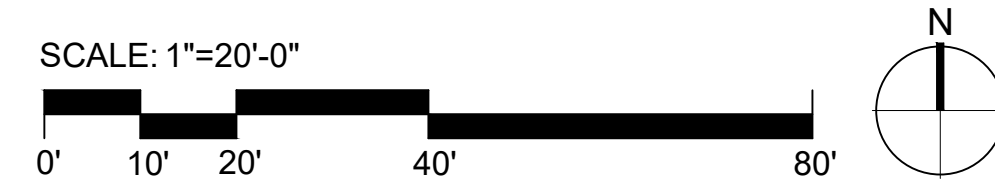
2 DECIDUOUS TREE PLANTING NTS



3 GROUNDCOVER PLANTING NTS



4 SHRUB PLANTING NTS



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Date	Description

PHASE 2 LANDSCAPE PLAN
MASTER PLAN FULL BUILD-OUT

SUMNER HIGH SCHOOL
Modernization and Expansion
1707 Main St.
Sumner, WA 98390

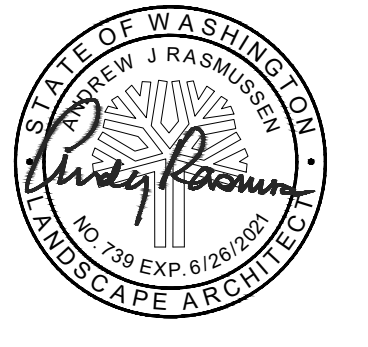
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Drawing Title:

PLANTING PLAN
ENLARGEMENT

Date :	04/27/2021	Drawn By :	TY, WS
Revised :		Project No.	19.16
Stamp		Sheet No.	



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EXHIBIT 6

SIGNAGE PLAN

EXHIBIT 6

EXTERIOR SIGNAGE PLAN
SUMNER HIGH SCHOOL MASTER PLAN

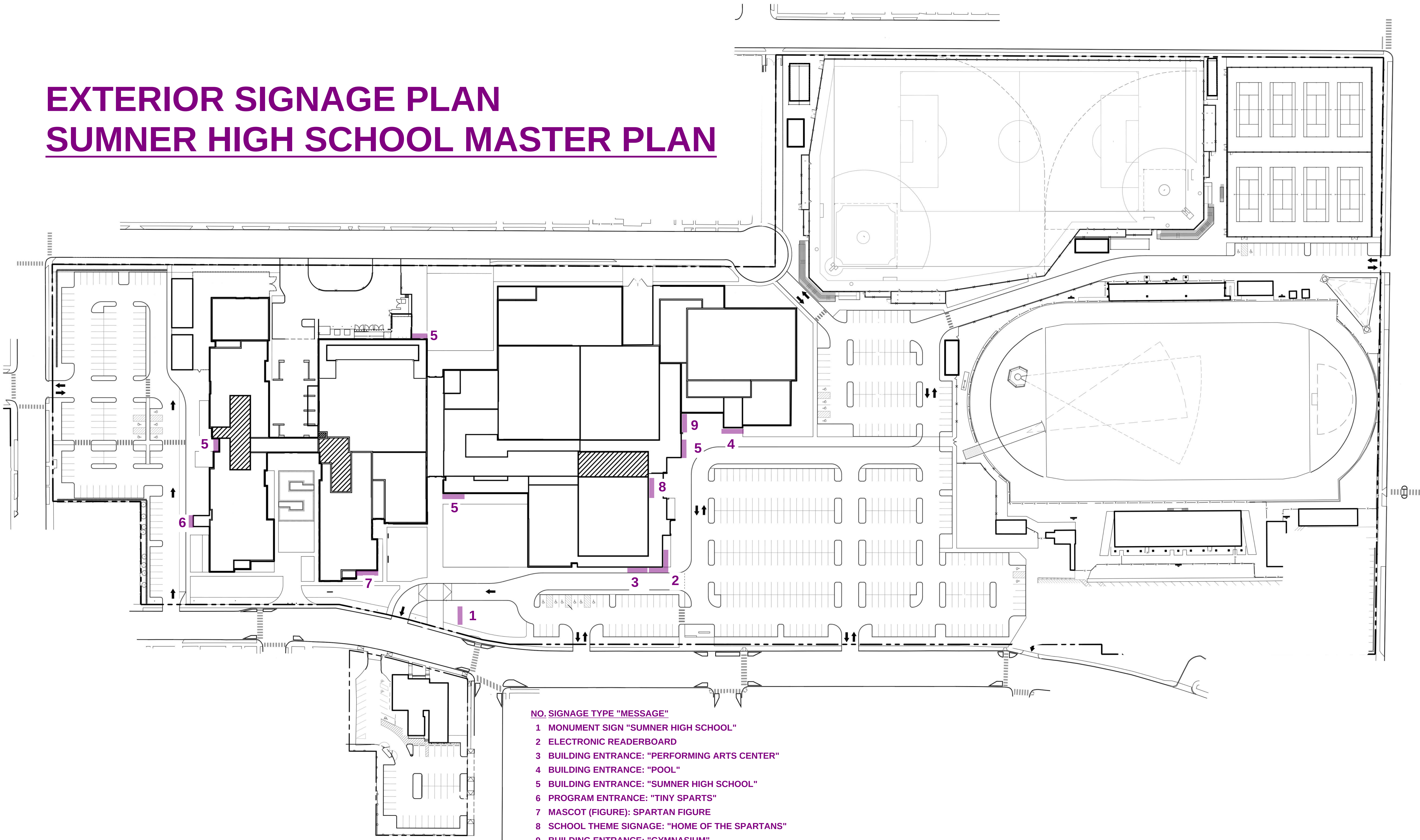


EXHIBIT 7

SIGNAGE DESCRIPTION

EXHIBIT 7

Sumner High School Modernization and Expansion Project: Master Plan

Proposed Signage Descriptions and Representative Samples

DESCRIPTION	MAXIMUM SIZE (Length x Height)
Monument Sign (1): Double-sided, ground-mounted sign constructed of masonry and metal to include metal letters “Sumner” and salvaged masonry panels “High School”	16’ x 5’
Electronic Readerboard (2): Messaging system located on building near Performing Arts Center. Message scroll at 8 or less revolutions per minute.	32’ x 2.5’
Building Entrance “Performing Arts Center” (3): Building-mounted entrance identification signage of aluminum letters and mounting system.	24’ x 16”
Building Entrance “Pool” (4): Building-mounted entrance identification signage of aluminum letters and mounting system.	6’ x 16”
Building Entrance “Sumner High School” (5): Building-mounted entrance identification signage of aluminum letters and mounting system.	16’ x 16”
Building Program Entrance “Tiny Sparts” (6): Building-mounted entrance identification signage of aluminum letters and mounting system.	10’ x 12”
School Mascot (7): Building-Mounted supergraphic art depicting school mascot “Spartan” figure (78 sq. ft. net image area)	15’ x 15’
School Spirit Theme Signage (8): such as “Home of the Spartans” in final theme to be determined	20’ x 16”
Building Entrance “Gymnasium” (9): Building-mounted entrance identification signage of aluminum letters and mounting system.	12’ x 16”
Athletic Scoreboards: Pre-manufactured electronic systems appropriate for varsity high school sports	24’ x 8’



TYPE (1) at Main St. Entrance



TYPE (2) AND TYPE (3) at Performing Arts Center



TYPE (4) at Pool Entrance



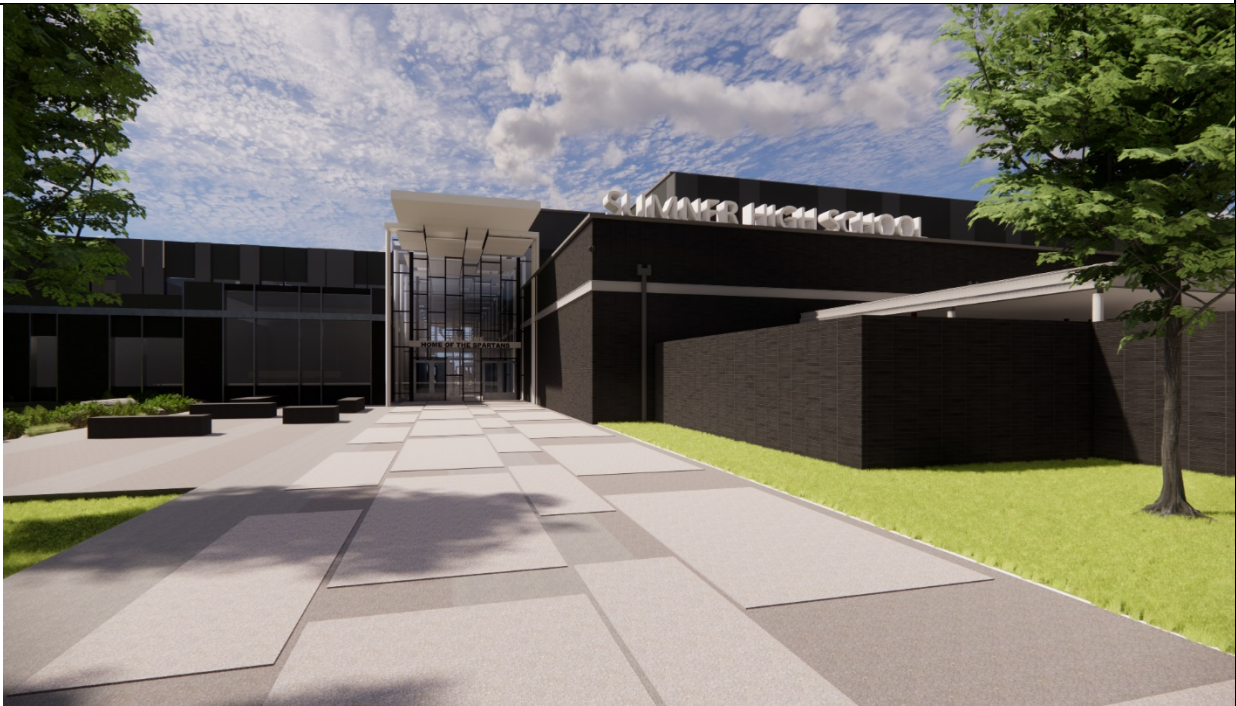
TYPE (6) at Child Development Laboratory



TYPE (5) at West Entrance



TYPE (5) at Main St. Entrance



TYPE (5) at Mason St. Entrance



TYPE (8), TYPE (5) and TYPE (9) at East Entrance

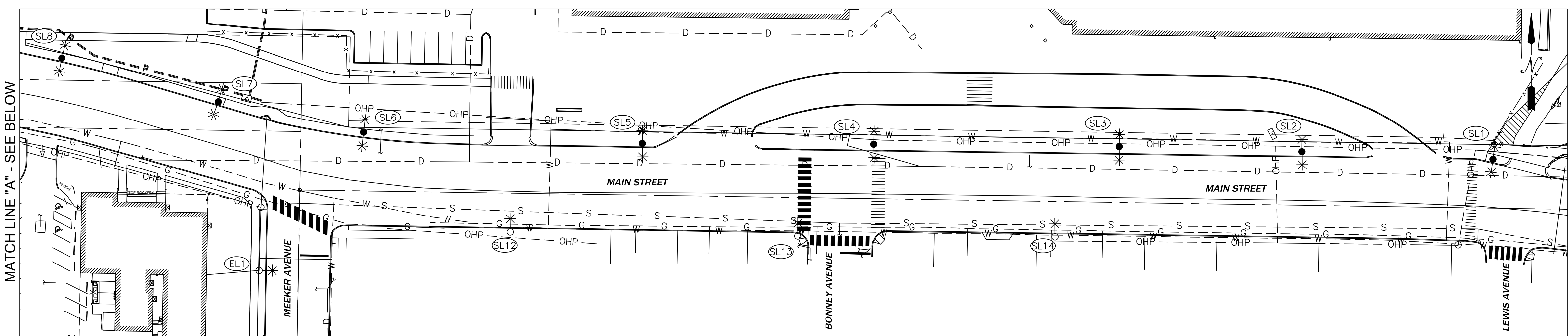


TYPE (7) at Main St. Entrance

EXHIBIT 8

PSE STREET LIGHTING PLAN

EXHIBIT 8



STREET LIGHT NOTES

POTELCO:

- ALL STREET LIGHTING POLES ARE TO BE INSTALLED PER STANDARD 6375.4800 (page #2) IN THE "LINE WORK PRACTICES MANUAL".
- ALL POLES (WOOD, CONCRETE OR FIBERGLASS) ARE TO BE SET PLUMB AND EMBEDDED TO THE GROUND LINE MARKED ON THE POLE.
- BACKFILL AROUND POLE WITH 5/8" MINUS GRAVEL AND COMPACT IN 6" LIFTS. (PEA GRAVEL AND NATIVE SOILS ARE NOT ACCEPTABLE.) APPROXIMATELY 1 CU. YD. OF 5/8" MINUS CRUSHED ROCK WILL BE REQUIRED.
- IN ALL SHOEBOX AND COBRAHEAD INSTALLATIONS, THE LUMINAIRE MUST BE LEVELED.

DEVELOPER/CUSTOMER:

- THE DEVELOPER IS REQUIRED TO SUPPLY AND INSTALL PLASTIC (NON PAPER) STREET LIGHT TUBES (MINIMUM 18" DIAMETER) TO AID IN THE INSTALLATION OF THE STREET LIGHTING POLES.
- DEVELOPER MUST SUPPLY DURABLE LID/COVER AT EACH STREET LIGHT TUBE.
- DEVELOPER TO PROVIDE ALL TRENCHING AND CONDUIT WITH PULL-STRINGS FOR STREET LIGHTING CIRCUITRY.
- CONDUIT SHALL BE SCH 40 PVC, CONDUIT CROSSING ROADWAYS OR DRIVEWAYS SHALL BE SCH 80 PVC.

STREET LIGHT TABLE - INSTALL

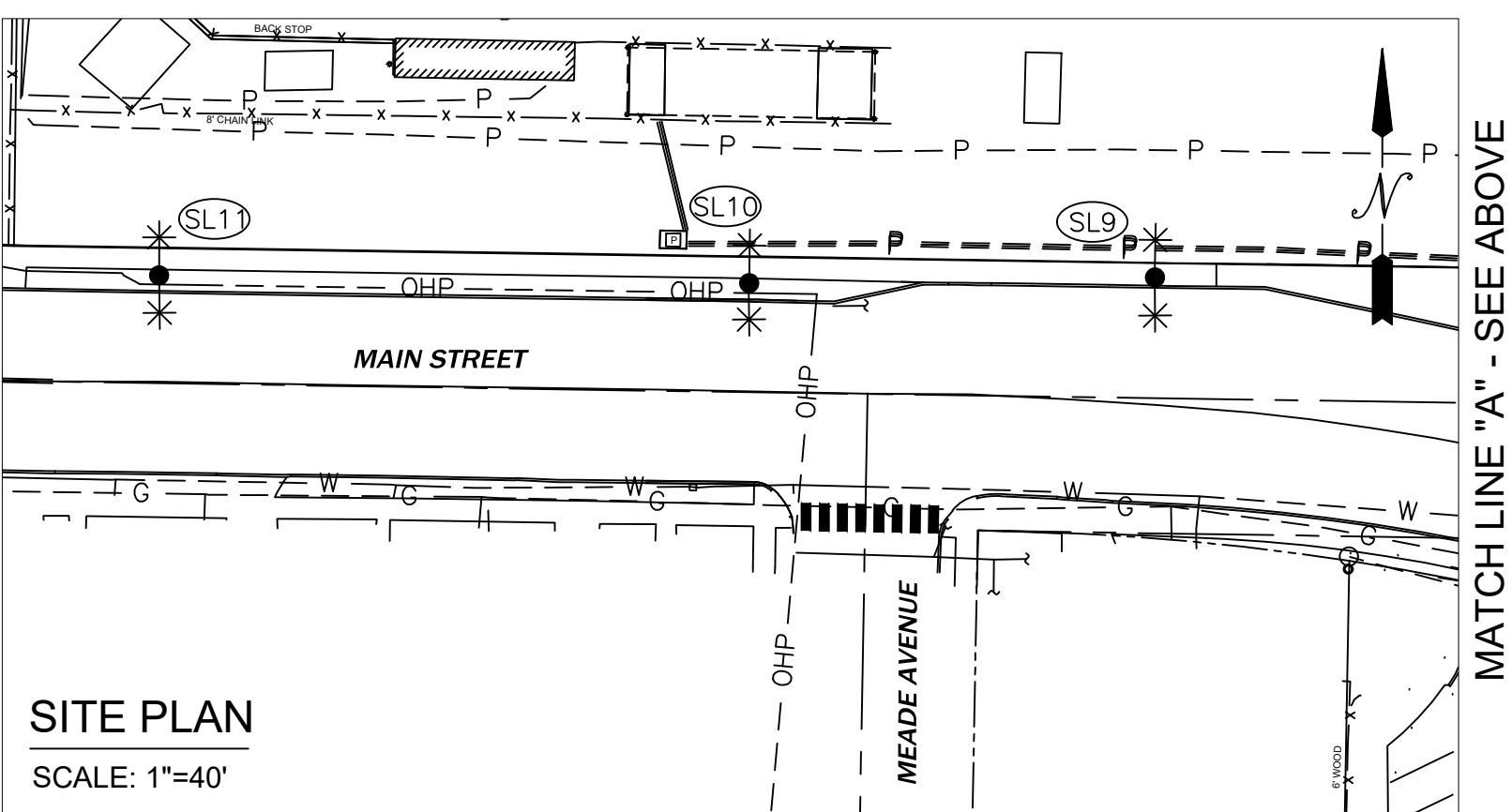
SITE #	POLE			LUMINAIRE		TUBE		POLE BASE TYPE (Direct Buried or Basemount)	WO # (INTOLIGHT)	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE					
SL1	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL2	TBD		KSS19FF-25	25'	8'-KA72-T-1		K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL3	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL4	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL5	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL6	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL7	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 1: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL8	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 1: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL9	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 1: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL10	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					
SL11	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2: COMBO POLE
				12'	KA16	75W	K118 LED GREEN					

STREET LIGHT TABLE - CHANGEOUT

SITE #	POLE			LUMINAIRE			BILLING SCH.	WO #S	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE	ARM LENGTH				
SL12	568657 156928	SLAK6650	EXIST WOOD	130 LED CHFL	39W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL13	568657 156945	SLAK6649	EXIST WOOD	130 LED CHFL	39W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL14	568656 156963	SLAJ9373	EXIST WOOD	130 LED CHFL	39W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2

STREET LIGHT TABLE - EXISTING LIGHTS

SITE #	POLE			LUMINAIRE			WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS				
EL1	568659 156912	SLAM7847	EXIST WOOD	25'	8'	198W	--	53	120/240	PHASE 1



SITE PLAN

SCALE: 1"=40'

Meeker Ave & Main St

Illuminance (Fc)
Average = 2.41
Maximum = 5.9
Minimum = 0.8
Avg/Min Ratio = 3.01

Bonney Ave & Main St

Illuminance (Fc)
Average = 2.56
Maximum = 7.7
Minimum = 0.7
Avg/Min Ratio = 3.66

Lewis Ave & Main St

Illuminance (Fc)
Average = 2.22
Maximum = 7.3
Minimum = 0.3
Avg/Min Ratio = 7.40

Main St

Illuminance (Fc)
Average = 1.78
Maximum = 5.7
Minimum = 0.6
Avg/Min Ratio = 2.97

Meade Ave & Main St

Illuminance (Fc)
Average = 2.42
Maximum = 7.1
Minimum = 0.6
Avg/Min Ratio = 4.03

SCOPE OF PROJECT:

AT SL1-SL11:
INSTALL KSS19FF-25 GREEN POLES WITH K200 SERIES 100W LED GREEN K205 FIXTURES ON 8' KA72-T-1 ARMS AT A 25FT MH & 75W K118 GREEN FIXTURES AT A 12' MH WITH KA16 ARM ONTO 4-BOLT CONCRETE BASES.

AT SL12-SL14:
DOWNGRADE EXISTING 130W LED TO 39W LED IN ORDER TO MAINTAIN UNIFORMITY.

AT EL1:
EXISTING LIGHT 198W LED CHFL NO CHANGE NEEDED.

PHASING LISTED ON TABLE. CIRCUITRY DESIGNS WILL BE SEPARATED BY PHASE.

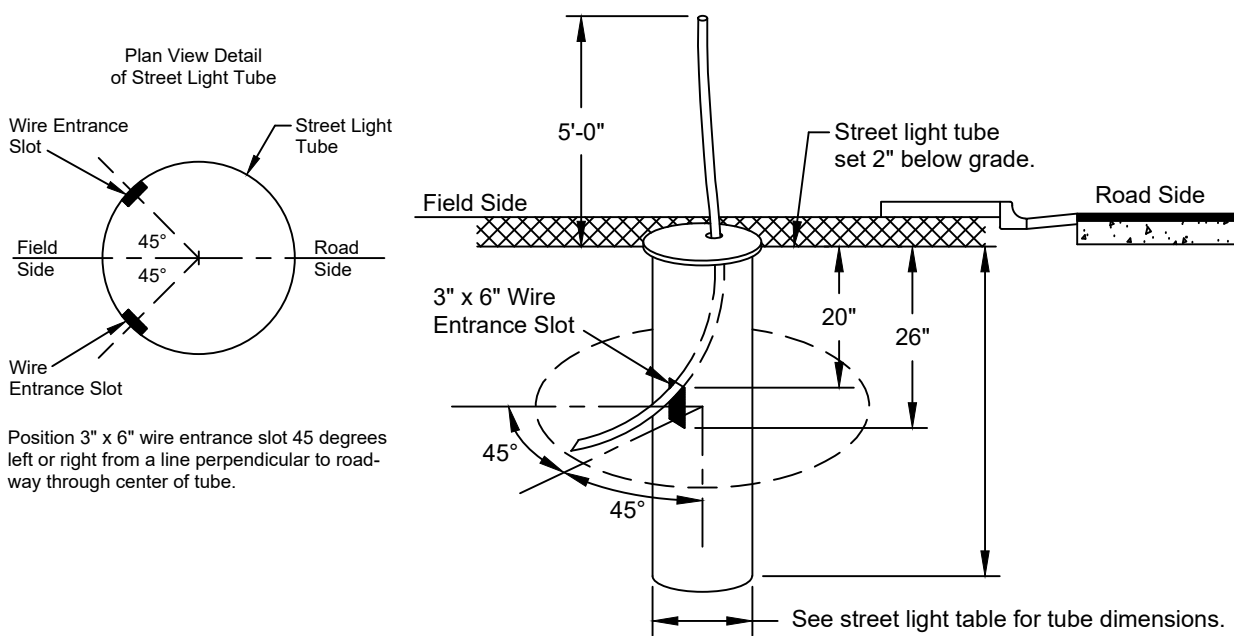
K205 IS THE CITY STANDARD MODEL OF THE K200 SERIES FIXTURE

With proposed changes the lighting levels for Main Street meet the city requirement for "Minor/Arterial", Commercial roadways of 1.6 Avg FC and 3:1 uniformity ratio.

Meeker Ave & Meade Ave are classified as "Residential(Local), Commercial roadways, and meet intersection requirements with Main Street by being equal to the values of the roadways forming the intersection at 2.4 Avg FC.

Bonney Ave & Lewis Ave are classified as "Residential(Local), Residential roadways, and meet intersection requirements with Main Street by being equal to the values of the roadways forming the intersection at 1.2 Avg FC.

Veiling Luminance cannot be measured here as the measurement requires a flat surface straightaway from measurement area as you approach the area from 300' away. PSE is unable to measure this like we would be able to on a typical highway.



STREET LIGHT TUBE DETAIL

SCALE: NONE

FOREMAN (CHECK BOX WHEN COMPLETED)

☐ PSE Equipment LOCKED/SECURED & Work Area left in CLEAN/SAFE Condition.
☐ Grid, Cable, and Switch numbers INSTALLED & VERIFIED.
☐ Field Changes RED-LINED on As-built.
☐ Material VERIFIED and CHANGES noted on Paperwork.
☐ Total PRIMARY Cable noted on As-built.
☐ Company IDs RECORDED in correct location on As-built.
☐ Indicate correct FUSE SIZE on As-built & VERIFY proper PHASE.
☐ Correct O&K Checklists reviewed.
☐ Deviations noted on the As-built and their reason.

☐ I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.

Foreman's Signature _____ Date _____

Print Name _____

PROJECT PHASE	NOTIF#	ORDER#
PWR Superior	509217789	105094584
New Install		101XXXXXX
St. Light Removal		108XXXXXX
Temporary Job Order		
Distribution		
HP Main		
HP Svc/MS		
GAS		
CABLE TV		
PHONE		

Project Manager Contact Information:

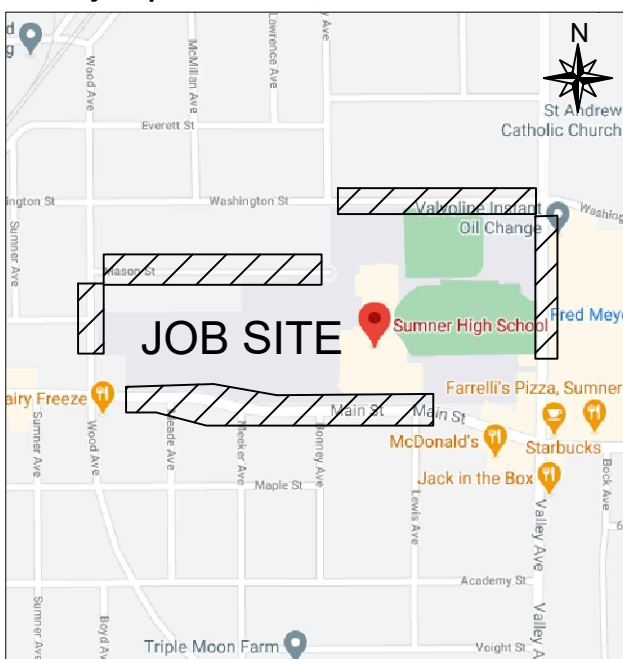
Mike Hammons
425-765-1395 Cell Phone

"Locates Required" ☐ Developer ☒ Yes ☐ No ☐ PSE

"Outages Required" ☐ Yes ☒ No ☐ PSE

"Flagging Required" ☐ Yes ☒ No ☐ PSE

Vicinity Map 47.203126, -122.232479



Owner / Developer Contact Info

SUMNER HIGH SCHOOL
ATTN: KYUNGHEE KIM 253-922-0446 cell

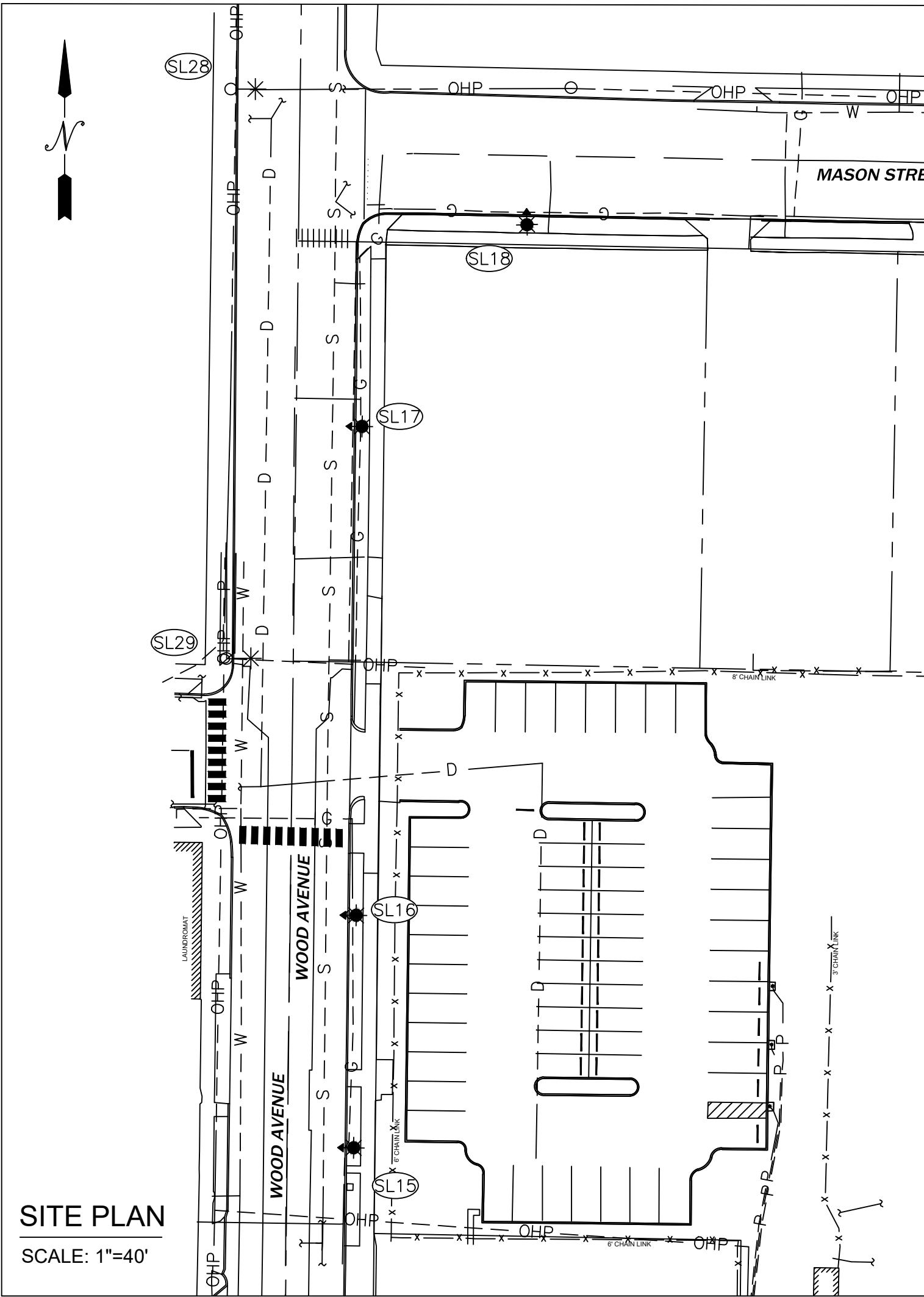
For contacts below dial 1-888-CALL PSE (225-5773)

CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

☒ NEW BUSINESS	☐ CORRECTIVE / 10 DAY WAIVED	REAL ESTATE/EASEMENT	PERMIT
3		N/A	N/A
2		FUNCTION	CONTACT
1	04/02/21 AA	ACCOUNT MGR	PHONE NO
REV#	BY	DESCRIPTION	DATE
COUNTY	Emer Sect	ENGR - POWER	Andrew Allwardt
PIERCE	Gas Wk Ctr	DRAWN BY	425-603-5904
1/4 SEC	OP MAP	3515	05/03/21
U-MAP NO (POWER)	OH CKT MAP	CIRCUIT NO	SMR-23
2004E096	2004E096	2004E096	2004E096
JOINT FACILITIES ARRANGEMENTS			
UTILITIES	N/A	N/A	N/A
CONTACT	N/A	N/A	N/A
PHONE#	N/A	N/A	N/A
DESIGNED BY: PSE			
PUGET SOUND ENERGY			
SUMNER HIGH SCHOOL EXPANSION			
STREET LIGHT ANALYSIS			
1707 MAIN ST, SUMNER WA 98390			
INCIDENT			
MAOP			
Gas Order			
Elect Order			
105094584			
SCALE			
PAGE			
1"=40'			
1 of 4			



Wood Ave	North St & Wood Ave	Mason St	Mason St & Wood Ave
Illuminance (Fc) Average = 1.51 Maximum = 5.0 Minimum = 0.4 Avg/Min Ratio = 3.78	Illuminance (Fc) Average = 2.17 Maximum = 4.9 Minimum = 1.1 Avg/Min Ratio = 1.97	Illuminance (Fc) Average = 0.94 Maximum = 3.7 Minimum = 0.2 Avg/Min Ratio = 4.70	Illuminance (Fc) Average = 2.21 Maximum = 5.3 Minimum = 0.9 Avg/Min Ratio = 2.46

STREET LIGHT TABLE

SITE #	POLE					LUMINAIRE		TUBE		POLE BASE TYPE (Direct Buried or Basemount)	WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE	TUBE LENGTH	TUBE DIAMETER					
SL15	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL16	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL17	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL18	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL19	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL20	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL21	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL22	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL23	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2

STREET LIGHT TABLE - CHANGEOUT

SITE #	POLE			LUMINAIRE			BILLING SCH.	WO #S	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE	ARM LENGTH				
SL24	568722 156943	SLAE0995	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL25	568722 156918	SLAE0996	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL26	568722 156896	SLAE0997	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 1
SL27	568722 156872	SLAE0998	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 1
SL28	568723 156848	SLAE0994	EXIST WOOD	138W LED CHLF	174W LED CHFL T3	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 1
SL29	568703 156848	SLAE0999	EXIST WOOD	138W LED CHLF	174W LED CHFL T3	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 1: RE-ORIENT ARM OVER WOOD AVE

SCOPE OF PROJECT:

AT SL15-SL23:
INSTALL 15' MH GREEN HAPCO YORK SERIES ALUMINUM POLES WITH 75W LED GREEN K118 POST TOP LUMINARIES.

AT SL29, SL31-SL37:
INSTALL 12' MH GREEN HAPCO YORK SERIES ALUMINUM POLES WITH 75W LED GREEN K118 POST TOP LUMINARIES.

AT SL24-SL27:
CHANGEOUT EXISTING 53W LED CHFL TO 71W LED CHFL.

AT SL28:
CHANGEOUT EXISTING 138W LED CHFL TO 174W LED CHFL TYPE 3.

AT SL29:
REMOVE EXISTING 8FT ARM & 138W LED CHFL.
RE-INSTALL 8FT ARM OVER WOOD AVE & INSTALL 174W LED CHFL TYPE 3.

HAPCO POLES APPROVED FOR USE PER CITY AUTHORIZATION

With proposed changes the lighting levels for Mason Street meet the city requirement for "Residential(Local)", Commercial roadways of 0.8 Avg FC and 6:1 uniformity ratio.

With proposed changes the lighting levels for Wood Ave meet the city requirement for "Collector", Commercial roadways of 1.1 Avg FC and 4:1 uniformity ratio.

Wood Ave & Mason Ave meet intersection requirements of being equal to the values of the roadways forming the intersection at 1.9 Avg FC.

North St is a classified as a Residential (Local), Commercial roadway, and meets intersection requirements with Wood Ave by being equal to the values of the roadways forming the intersection at 1.9 Avg FC.

Veiling Luminance cannot be measured here as the measurement requires a flat surface straightaway from measurement area as you approach the area from 300' away. PSE is unable to measure this like we would be able to on a typical highway.

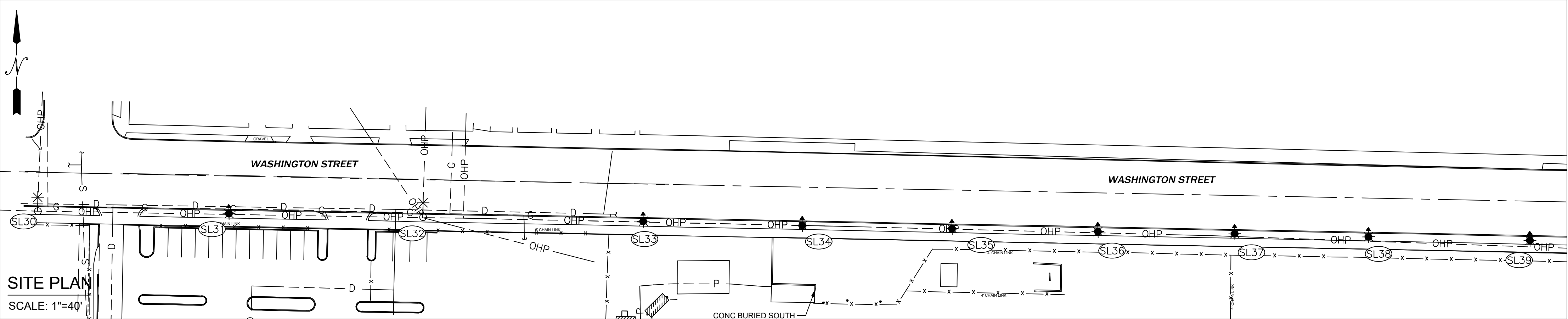
For contacts below dial 1-888-CALL PSE (225-5773)

CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

☒ NEW BUSINESS	☐ CORRECTIVE / 10 DAY WAIVED	REAL ESTATE/EASEMENT N/A		PERMIT N/A				
3		FUNCTION		CONTACT	PHONE NO	DATE		
2		ACCOUNT MGR		Lars Larson	425-456-2701			
1	04/02/21	AA	UPDATED DESIGN		ENGR - POWER	Andrew Allwardt	425-603-5904	05/03/21
REV#	BY	DESCRIPTION		ENGR - GAS				
COUNTY	PIERCE	Emer Sect	Gas Wk Ctr	POWER WK CTR	DRAWN BY	Andrew Allwardt	425-603-5904	05/03/21
1/4 SEC		OP MAP		PLAT MAP	CHECKED BY			
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO	FOREMAN #2				
2004E096	2004E096	2004E096	SMR-23	MAPPING				
JOINT FACILITIES ARRANGEMENTS								
UTILITIES	N/A	N/A	N/A	N/A				
CONTACT	N/A	N/A	N/A	N/A				
PHONE#	N/A	N/A	N/A	N/A				
 PUGET SOUND ENERGY				SUMNER HIGH SCHOOL EXPANSION		INCIDENT	MAOP	
				STREET LIGHT ANALYSIS		Gas Order	Elect Order	
				1707 MAIN ST, SUMNER WA 98390		SCALE	PAGE	
						1"=40'	2 of 4	
DESIGNED BY: PSE								



Washington St	Washington St & Bonney Ave
Illuminance (Fc)	Illuminance (Fc)
Average = 1.11	Average = 1.41
Maximum = 5.4	Maximum = 3.7
Minimum = 0.3	Minimum = 0.5
Avg/Min Ratio = 3.70	Avg/Min Ratio = 2.82

STREET LIGHT TABLE - CHANGEOUT

SITE #	POLE			LUMINAIRE			BILLING SCH.	WO #'S	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE	ARM LENGTH				
SL30	568747 156950	SLAE0990	EXIST WOOD	53 LED CHFL	111W LED CHFL T3	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL32	568747 156973	SLAE0989	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2

SCOPE OF PROJECT:

AT SL30:
CHANGEOUT EXISTING 53W LED CHFL TO 111W LED CHFL TYPE 3.

AT SL32:
CHANGEOUT EXISTING 53W LED CHFL TO 39W LED CHFL.

STREET LIGHT TABLE

SITE #	POLE					LUMINAIRE		TUBE		POLE BASE TYPE (Direct Buried or Basemount)	WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE	TUBE LENGTH	TUBE DIAMETER					
SL31	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL33	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL34	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL35	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL36	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL37	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL38	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL39	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2

AT SL31, SL33-SL39:
INSTALL 12' MH GREEN HAPCO YORK SERIES ALUMINUM POLES WITH 75W LED GREEN K118 POST TOP LUMINARIES.

HAPCO POLES APPROVED FOR USE PER CITY AUTHORIZATION

With proposed changes the lighting levels Washington Street meet the city requirement for "Collector", Intermediate roadways of 0.8 Avg FC and 4:1 uniformity ratio.

Bonney Ave is classified as "Residential(Local)", Residential roadway, and meets intersection requirements with Washington Street by being equal to the values of the roadways forming the intersection at 1.2 Avg FC.

Veiling Luminance cannot be measured here as the measurement requires a flat surface straightaway from measurement area as you approach the area from 300' away. PSE is unable to measure this like we would be able to on a typical highway.

EROSION & SEDIMENT CONTROL REQUIREMENTS

EROSION & SEDIMENT CONTROL SHALL BE PER PSE STANDARD PRACTICE 0150.3200 TECHNIQUES FOR TEMPORARY EROSION & SEDIMENT CONTROL & ANY ADDITIONAL LOCAL JURISDICTON REQUIREMENTS.
(LOCAL JURISDICTIONS MAY HAVE ADDITIONAL REQUIREMENTS INCLUDING NOTES DETAILING WHERE EROSION OR SEDIMENT CONTROL STRUCTURES ARE TO BE INSTALLED. CROSS SECTION DETAILS OF THE TYPICAL EROSION STRUCTURES, & SPECIAL REQUIREMENTS FOR WORK IN SENSITIVE AREAS.)

For contacts below dial 1-888-CALL PSE (225-5773)

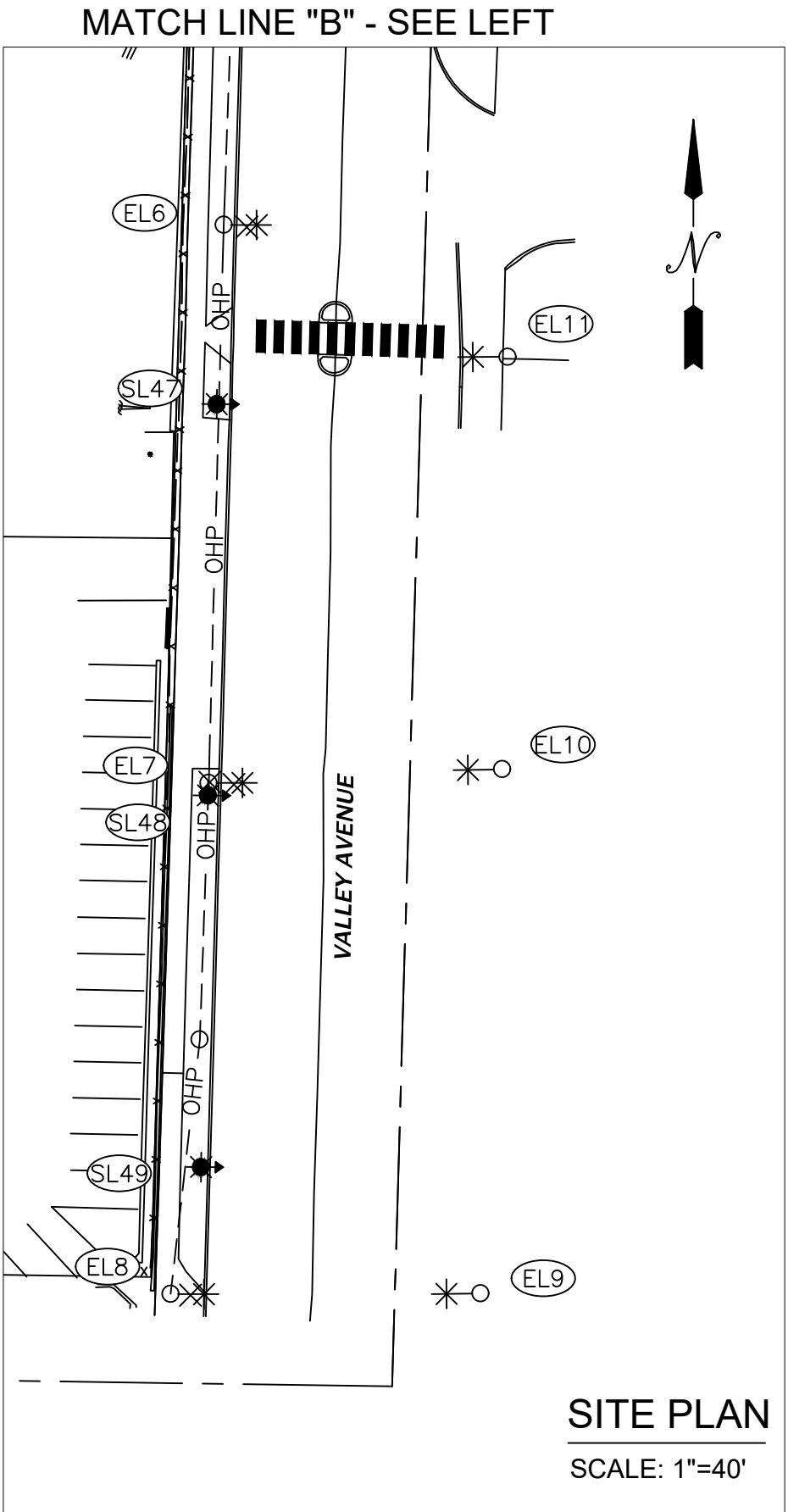
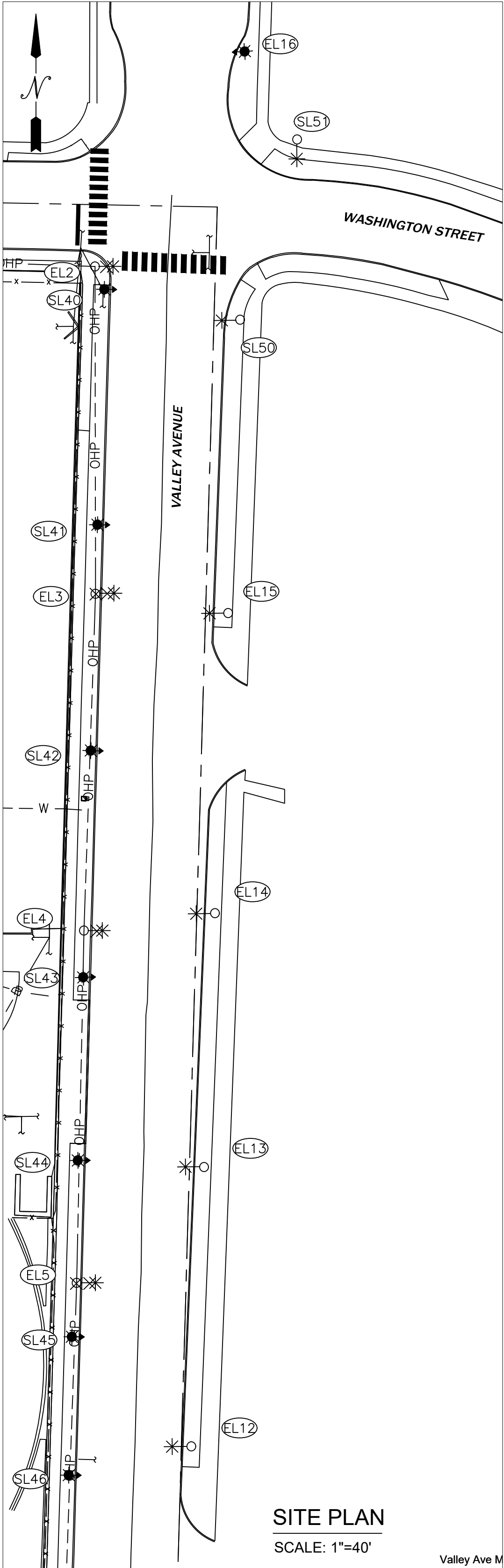
CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

☒ NEW BUSINESS	☐ CORRECTIVE / 10 DAY WAIVED	REAL ESTATE/EASEMENT	PERMIT					
		N/A	N/A					
3			FUNCTION	CONTACT	PHONE NO	DATE		
2			ACCOUNT MGR	Lars Larson	425-456-2701			
1	04/02/21	AA	UPDATED DESIGN		ENGR - POWER	Andrew Allwardt	425-603-5904	05/03/21
REV#	BY	DESCRIPTION	ENGR - GAS					
COUNTY	PIERCE	Emer Sect	Gas Wk Ctr	POWER WK CTR	DRAWN BY	Andrew Allwardt	425-603-5904	05/03/21
1/4 SEC	OP MAP		PLAT MAP	3515	CHECKED BY			
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO	SMR-23	APPROVED BY			
2004E096	2004E096	2004E096			FOREMAN #1			
					FOREMAN #2			
					MAPPING			
JOINT FACILITIES ARRANGEMENTS								
UTILITIES	N/A	N/A	N/A	N/A	N/A	N/A		
CONTACT	N/A	N/A	N/A	N/A	N/A	N/A		
PHONE#	N/A	N/A	N/A	N/A	N/A	N/A		
PSE PUGET SOUND ENERGY SUMNER HIGH SCHOOL EXPANSION STREET LIGHT ANALYSIS 1707 MAIN ST, SUMNER WA 98390							INCIDENT	MAOP
							Gas Order	Elect Order
							105094584	105094584
DESIGNED BY: PSE							SCALE	PAGE
							1"=40'	3 of 4

105094584



Valley Ave	Washington St & Valley Ave	Valley Ave Mid-Block Crosswalk
Illuminance (Fc) Average = 1.94 Maximum = 10.2 Minimum = 0.7 Avg/Min Ratio = 2.77	Illuminance (Fc) Average = 2.42 Maximum = 5.6 Minimum = 0.7 Avg/Min Ratio = 3.46	Illuminance (Fc) Average = 2.14 Maximum = 3.0 Minimum = 1.5 Avg/Min Ratio = 1.43

STREET LIGHT TABLE - CHANGEOUT

SITE #	POLE			LUMINAIRE			BILLING SCH.	WO #S	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE	ARM LENGTH				
SL50	568744 157049	SLAL5880	EXIST WOOD	111 LED CHFL	214W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL51	568750 157052	SLAF2283	EXIST STEEL	39W LED CHFL	214W LED CHFL	10'	51	101xxxxxx 108xxxxxx	120/240	PHASE 2

REMOVAL TABLE

SITE #	POLE				LUMINAIRE		WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS				
EL2	568746 157043	SLAH1401	EXIST WOOD	25'	8'	111W	LED CHFL	108xxxxxx	53	120/240
EL3	568731 157042	SLAH1399	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240 REMOVE POLE
EL4	568714 157041	SLAH1397	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240
EL5	568698 157041	SLAH1391	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240 REMOVE POLE
EL6	568684 157041	SLAH1395	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240
EL7	568673 157041	SLAH1393	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240 REMOVE POLE
EL8	568659 157040	SLAH1389	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240

STREET LIGHT TABLE

SITE #	POLE					LUMINAIRE		TUBE		POLE BASE TYPE (Direct Buried or Basemount)	WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE	TUBE LENGTH	TUBE DIAMETER					
SL40	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL41	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL42	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL43	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL44	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL45	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL46	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL47	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL48	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL49	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2

STREET LIGHT TABLE - EXISTING LIGHTS

SITE #	POLE					LUMINAIRE		WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE				
EL9	568659 157047	SLAL5879	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL10	568675 157047	SLAH1390	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL11	568680 157047	SLAH1392	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL12	568691 157048	SLAH1394	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL13	568709 157047	SLAH1396	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL14	568716 157048	SLAH1398	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL15	568733 157049	SLAH1400	EXIST WOOD	25'	8'	71W	LED CHFL	--	53	120/240	
EL16	568755 157050		EXIST GRN FG	15'	8'	60W	K118 LED GRN	--	51	120/240	RECENTLY INSTALLED

SCOPE OF PROJECT:

AT EL9-EL16:
EXISTING LIGHTS ARE LED AS NOTED IN TABLE NO CHANGE NEEDED.

AT EL2:
REMOVE EXISITNG 111W LED CHFL & 8FT ARMS FROM EXISTING WOOD POLES.

AT EL3, EL5, EL7:
REMOVE EXISTING 99W LED CHFL, 8FT ARM, AND 30FT CLASS 3 WOOD POLES.

AT EL4, EL6, EL8:
REMOVE EXISITNG 99W LED CHFL & 8FT ARMS FROM EXISTING WOOD POLES.

AT SL40-SL49:
INSTALL 15' MH GREEN HAPCO YORK SERIES ALUMINUM POLES WITH 75W LED GREEN K118 POST TOP LUMINARIES.

AT SL50:
REMOVE EXISTING 111W LED CHFL FROM 8FT ARM & INSTALL 214W LED CHFL.

AT SL51:
REMOVE EXISTING 39W LED CHFL FROM 10FT ARM & INSTALL 214W LED CHFL.

HAPCO POLES APPROVED FOR USE PER CITY AUTHORIZATION

With proposed changes the lighting levels for Valley Avenue meet the city requirement for "Minor/Arterial", Commercial roadways of 1.6 Avg FC and 3:1 uniformity ratio.

Washington St is classified as "Collector", Intermediate roadway, and meets intersection requirements with Valley Ave by being equal to the values of the roadways forming the intersection at 2.4 Avg FC.

Valley Ave Midblock Pedestrian Crossing is a Commercial classification and meets the city requirement of 2.0 Avg FC and 3:1 uniformity ratio.

Veiling Luminance cannot be measured here as the measurement requires a flat surface straightaway from measurement area as you approach the area from 300' away. PSE is unable to measure this like we would be able to on a typical highway.

105094584

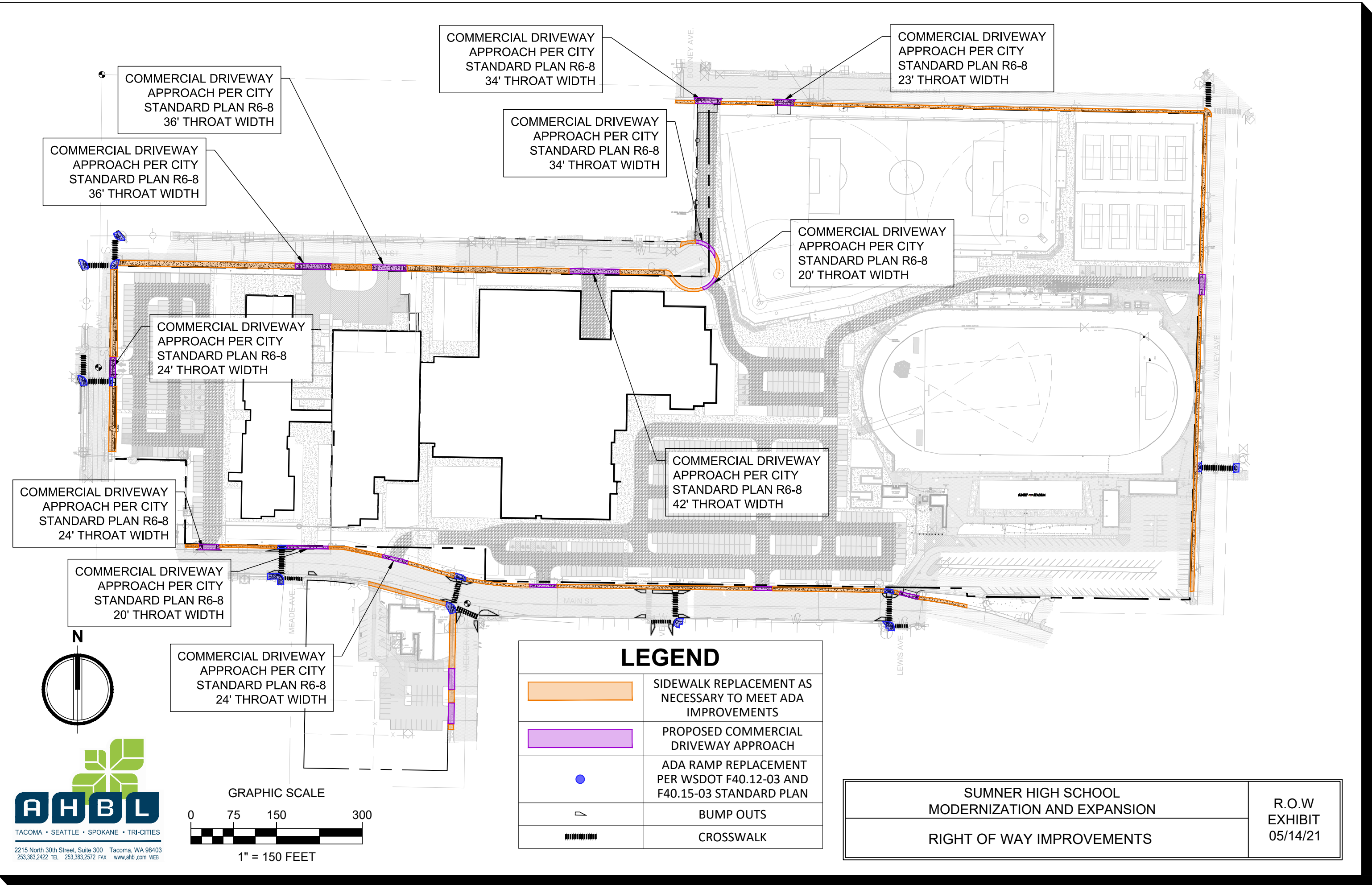
For contacts below dial 1-888-CALL PSE (225-5773)
CALL (800) 424-5555
2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

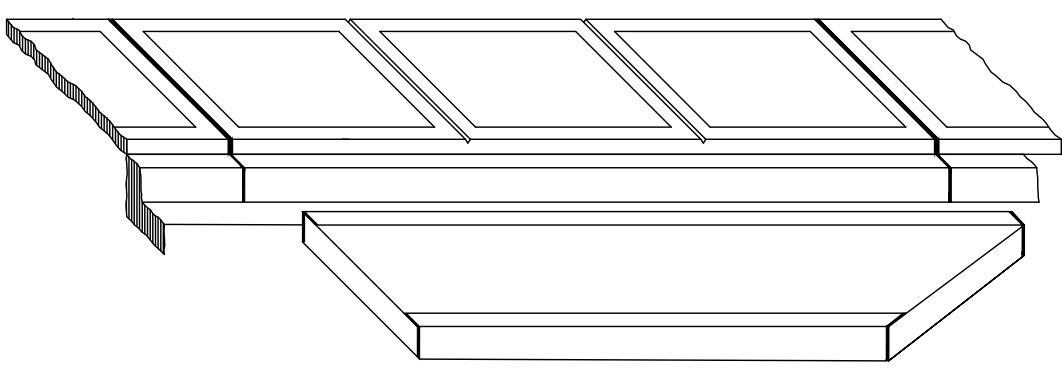
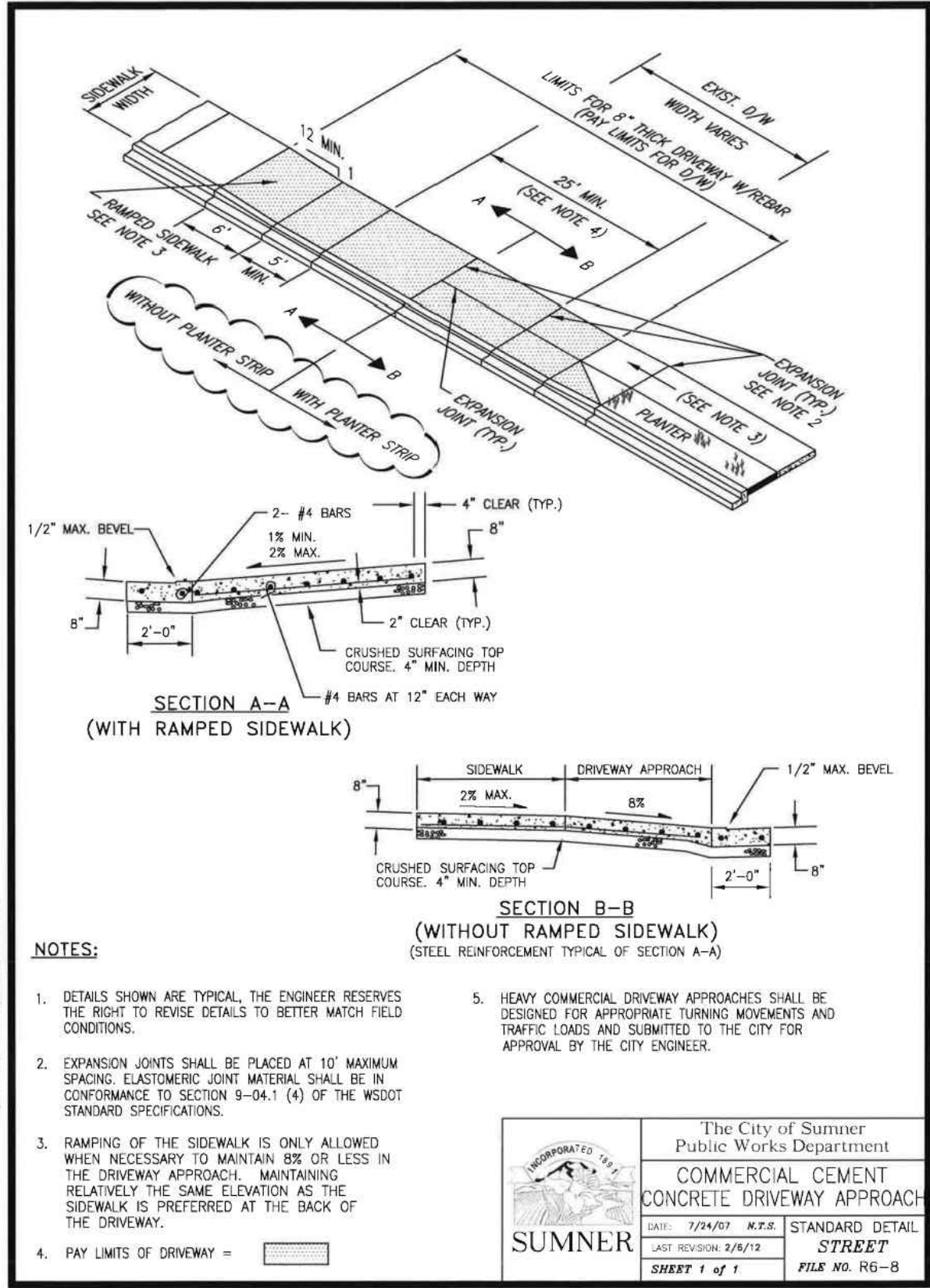
☒ NEW BUSINESS	☐ CORRECTIVE / 10 DAY WAIVED	REAL ESTATE/EASEMENT N/A		PERMIT N/A					
3				FUNCTION	CONTACT	PHONE NO	DATE		
2				ACCOUNT MGR	Lars Larson	425-456-2701			
1	04/02/21	AA	UPDATED DESIGN	ENGR - POWER	Andrew Allwardt	425-603-5904	05/03/21		
REV#		BY	DESCRIPTION	ENGR - GAS					
COUNTY	PIERCE	Emer Sect	Gas Wk Ctr	POWER WK CTR	3515	DRAWN BY	Andrew Allwardt	425-603-5904	05/03/21
1/4 SEC		OP MAP		PLAT MAP		CHECKED BY			
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO	FOREMAN #2					
2004E096	2004E096	2004E096	SMR-23	MAPPING					
JOINT FACILITIES ARRANGEMENTS									
UTILITIES	N/A	N/A	N/A	N/A	N/A				
CONTACT	N/A	N/A	N/A	N/A	N/A				
PHONE#	N/A	N/A	N/A	N/A	N/A				
 PUGET SOUND ENERGY DESIGNED BY: PSE						SUMNER HIGH SCHOOL EXPANSION STREET LIGHT ANALYSIS 1707 MAIN ST, SUMNER WA 98390		INCIDENT	MAOP
						Gas Order	Elect Order		
						SCALE	PAGE		
						1"=40'	4 of 4		

EXHIBIT 9

RIGHT-OF-WAYS IMPROVEMENTS PLAN

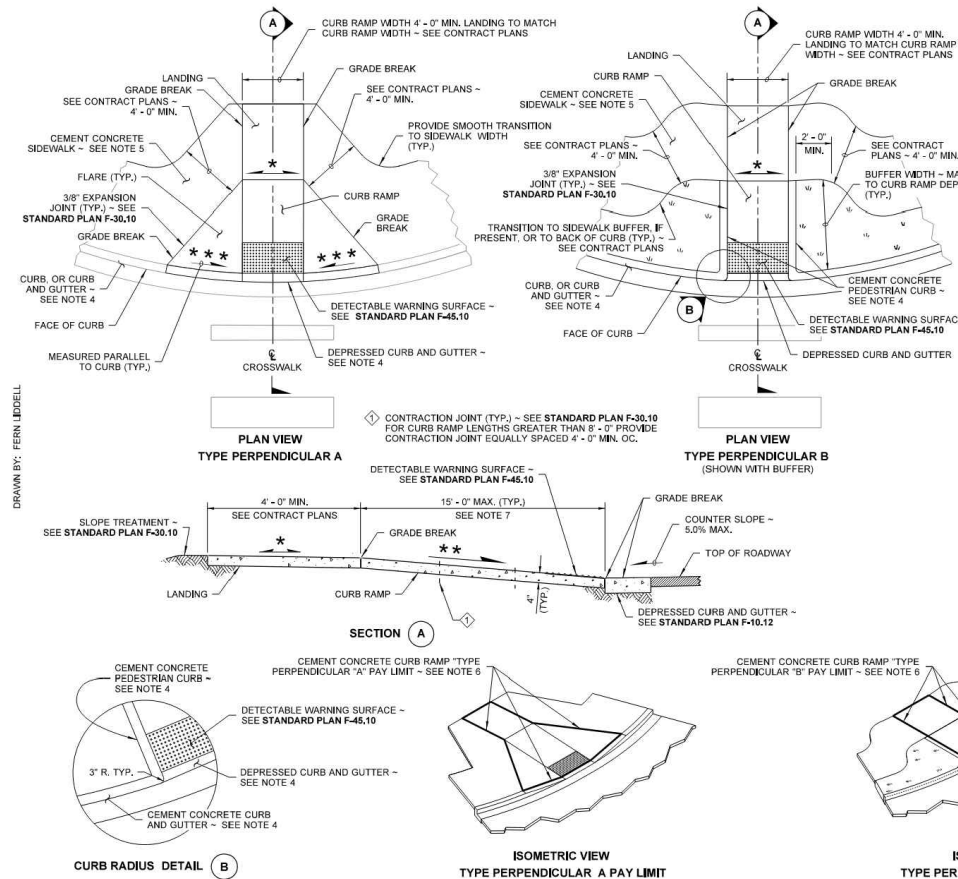
EXHIBIT 9





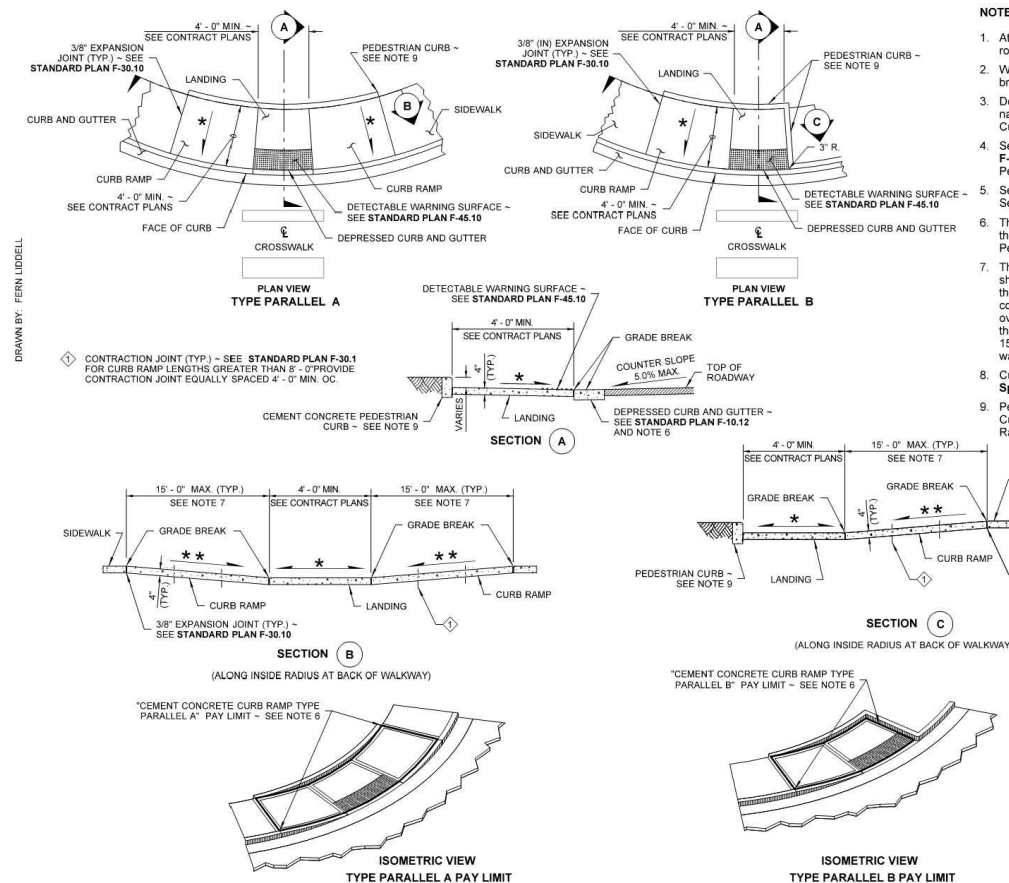
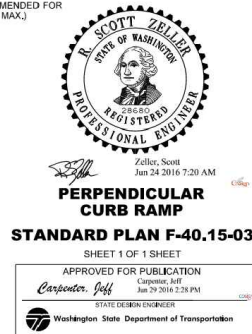
1 BULB OUT

NOT TO SCALE



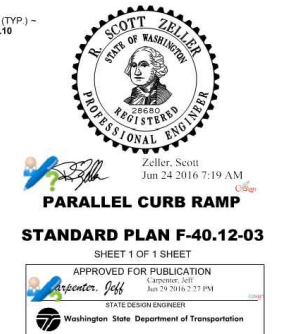
- NOTES**
- At marked crosswalks, the connection between the curb ramp and the roadway must be contained within the width of the crosswalk markings.
 - Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
 - Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in front of the Curb Ramp where it connects to the roadway.
 - See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
 - See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
 - The Bid Item "Cement Concrete Curb Ramp Type ___" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
 - The Curb Ramp length is not required to exceed 15 feet (unless shown otherwise in the Contract Plans). When applying the 15-foot max. length, the running slope of the Curb Ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the landing over a horizontal distance of 15 feet. Do not include the abutting landing in the 15-foot max. measurement.
 - Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14**.
 - Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will be no material to retain.

- LEGEND**
- SLOPE IN EITHER DIRECTION
 - * 1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)
 - ** 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.)
 - *** 9.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (10% MAX.)



- NOTES**
- At marked crosswalks, the connection between the landing and the roadway must be contained within the width of the crosswalk markings.
 - Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
 - Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in the Depressed Curb and Gutter where the Landing connects to the roadway.
 - See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
 - See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
 - The Bid Item "Cement Concrete Curb Ramp Type ___" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
 - The Curb Ramp length is not required to exceed 15 feet (unless shown otherwise in the Contract Plans). When applying the 15-foot max. length, the running slope of the curb ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet. Do not include abutting landing(s) in the 15-foot max. measurement. When a ramp is constructed on a radius, the 15-foot max. length is measured on the inside radius along the back of the walkway.
 - Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14**.
 - Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will be no material to retain.

- LEGEND**
- SLOPE IN EITHER DIRECTION
 - * 1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)
 - ** 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.)
 - *** 9.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (10% MAX.)



SUMNER HIGH SCHOOL
MODERNIZATION AND EXPANSION

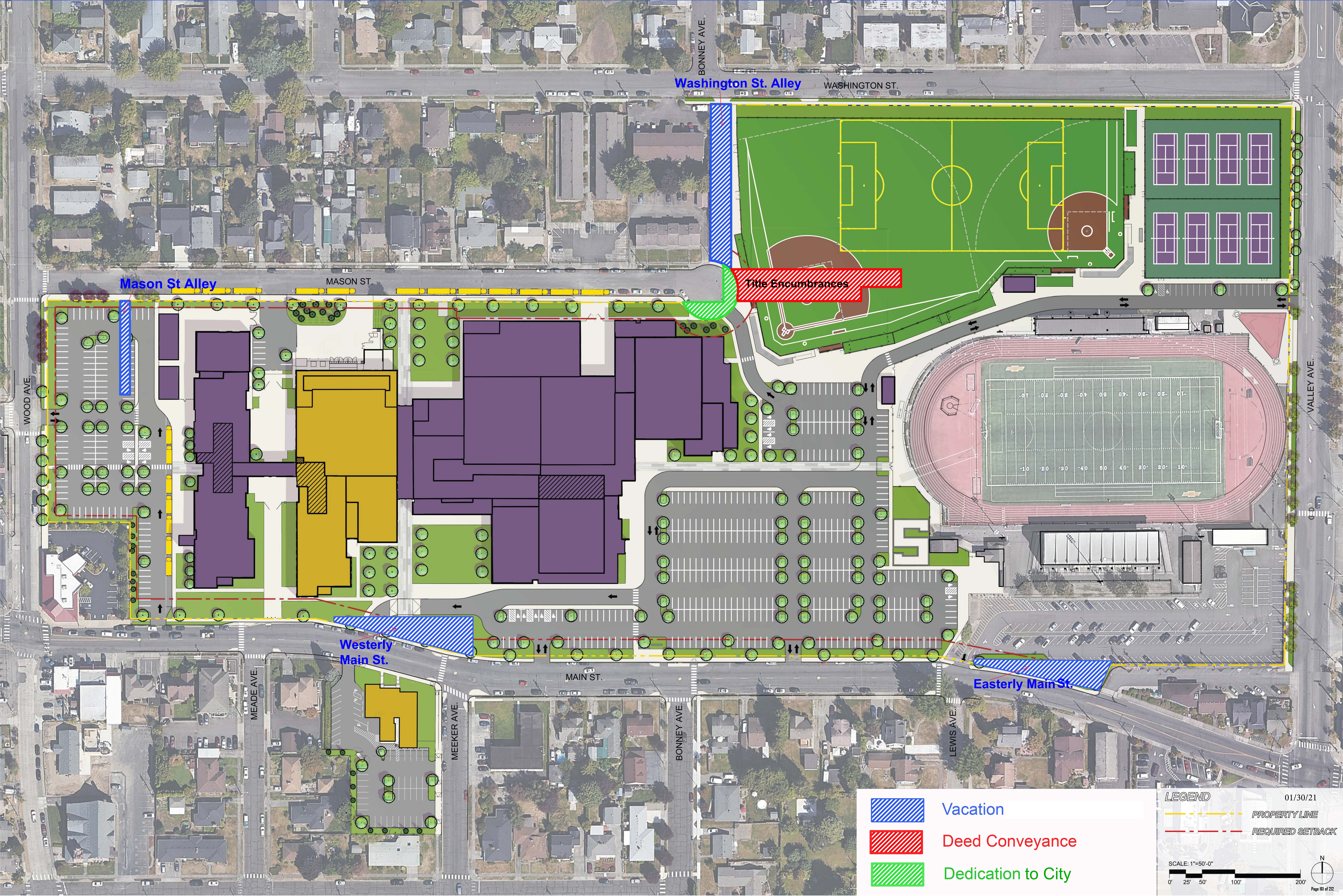
RIGHT OF WAY IMPROVEMENTS

R.O.W
EXHIBIT
03/23/21

EXHIBIT 10

**ROW VACATIONS/
DEED CONVEYANCES MAP**

EXHIBIT 10



Washington St. Alley

WASHINGTON ST.

Mason St Alley

MASON ST.

Title Encumbrances

Westerly Main St.

MAIN ST.

Easterly Main St.

-  Vacation
-  Deed Conveyance
-  Dedication to City

LEGEND

-  PROPERTY LINE
-  REQUIRED SETBACK

SCALE: 1"=50'-0"

0' 25' 50' 100' 200'

01/30/21

N

Page 161 of 212

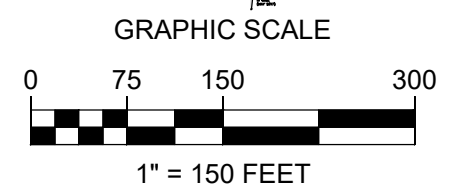
EXHIBIT 11

STORMWATER SYSTEM PLAN

EXHIBIT 11



2215 North 30th Street, Suite 300 Tacoma, WA 98403
253.383.2422 TEL 253.383.2572 FAX www.ahbl.com WEB



LEGEND	
	APPROXIMATE DETENTION SYSTEM FOOTPRINT
	PUMP OUTFALL TO CITY STORM SEWER

SUMNER HIGH SCHOOL MODERNIZATION AND EXPANSION	
MASTERPLAN STORMWATER DETENTION MAP	
STORM WATER EXHIBIT 04/19/2021	

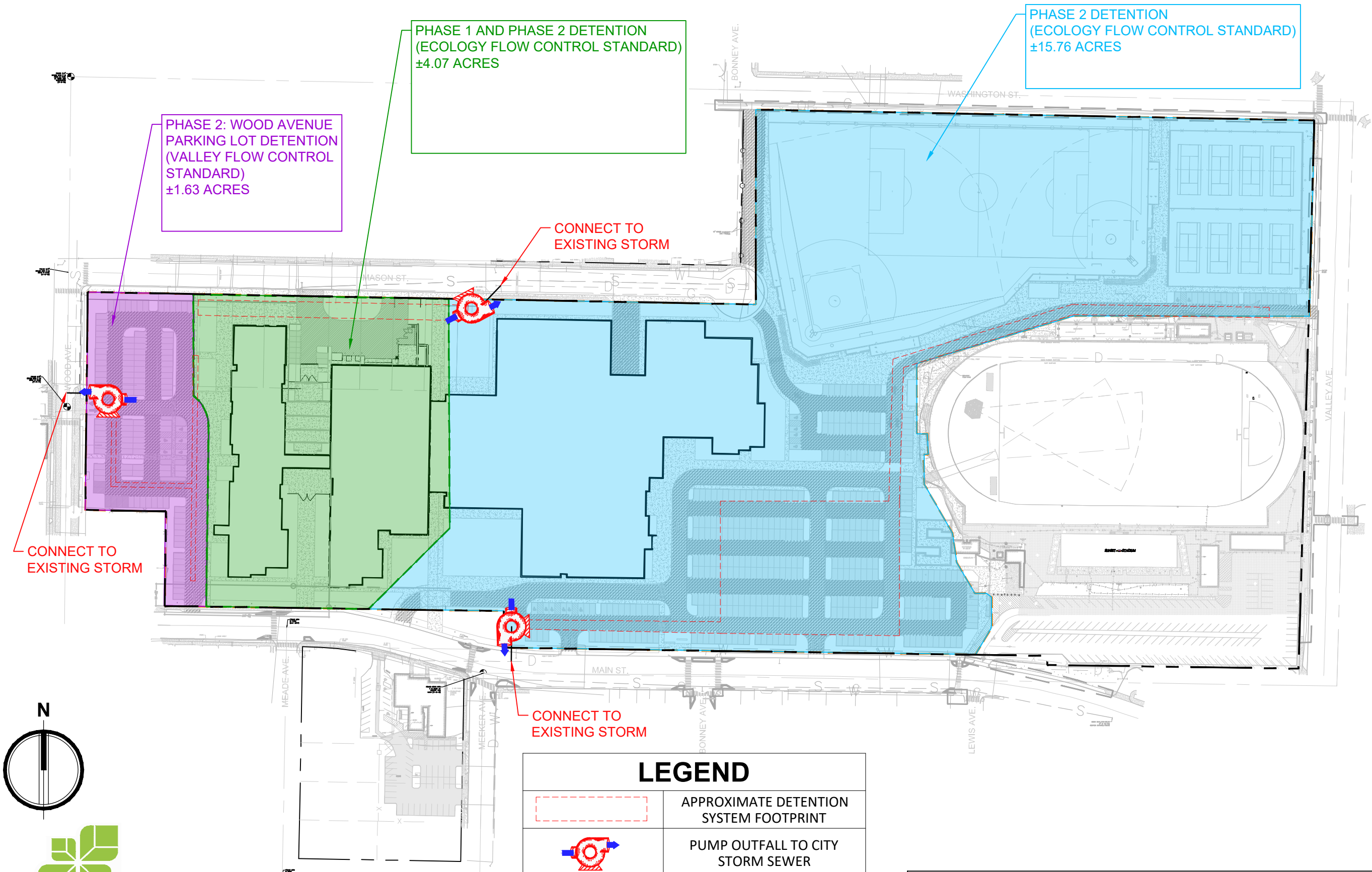
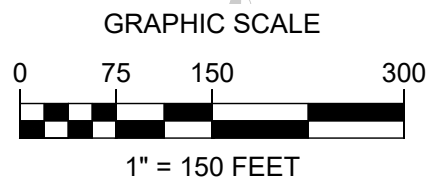
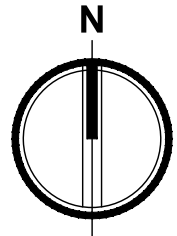
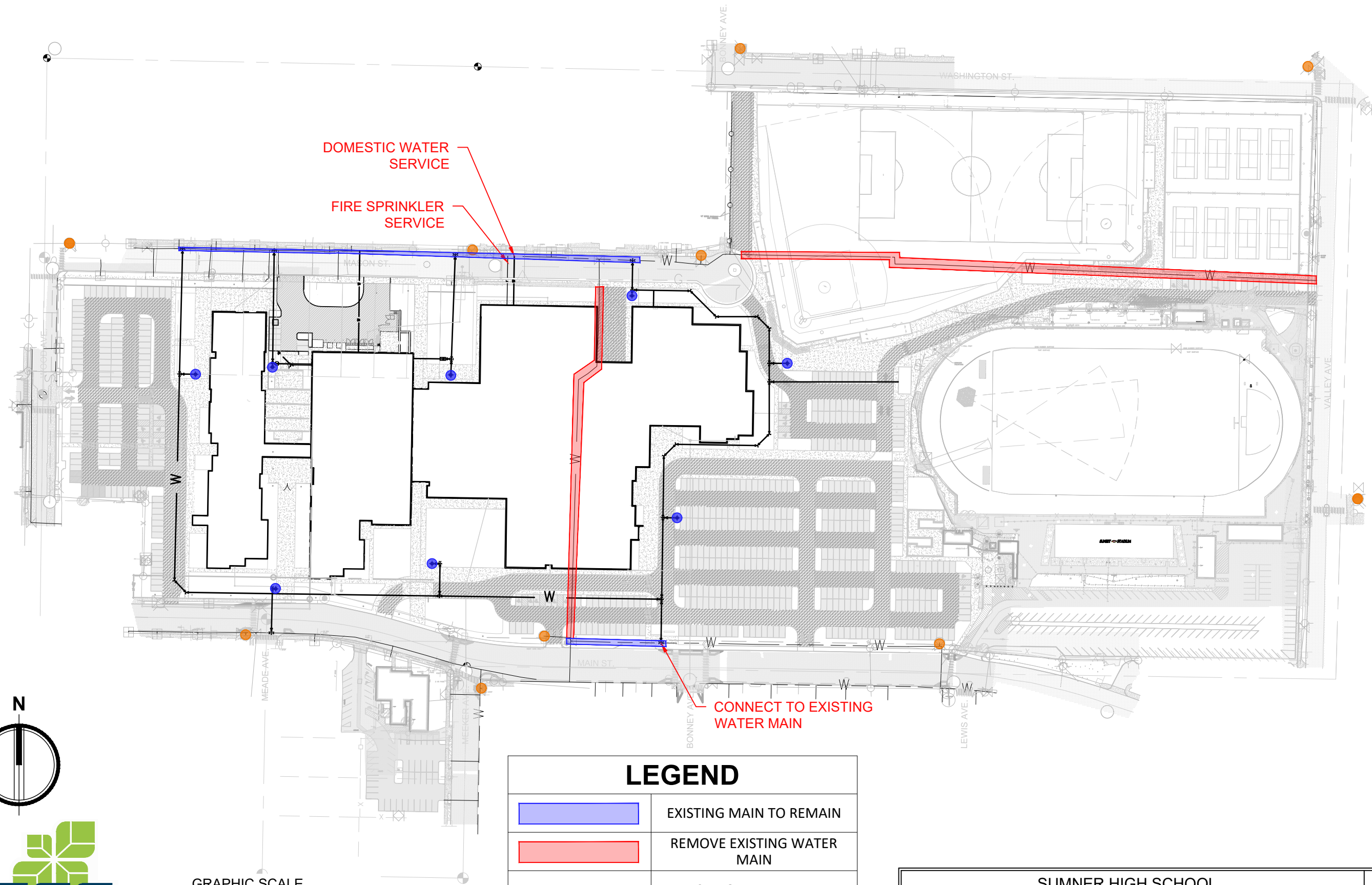


EXHIBIT 12

WATER SYSTEM PLAN

EXHIBIT 12



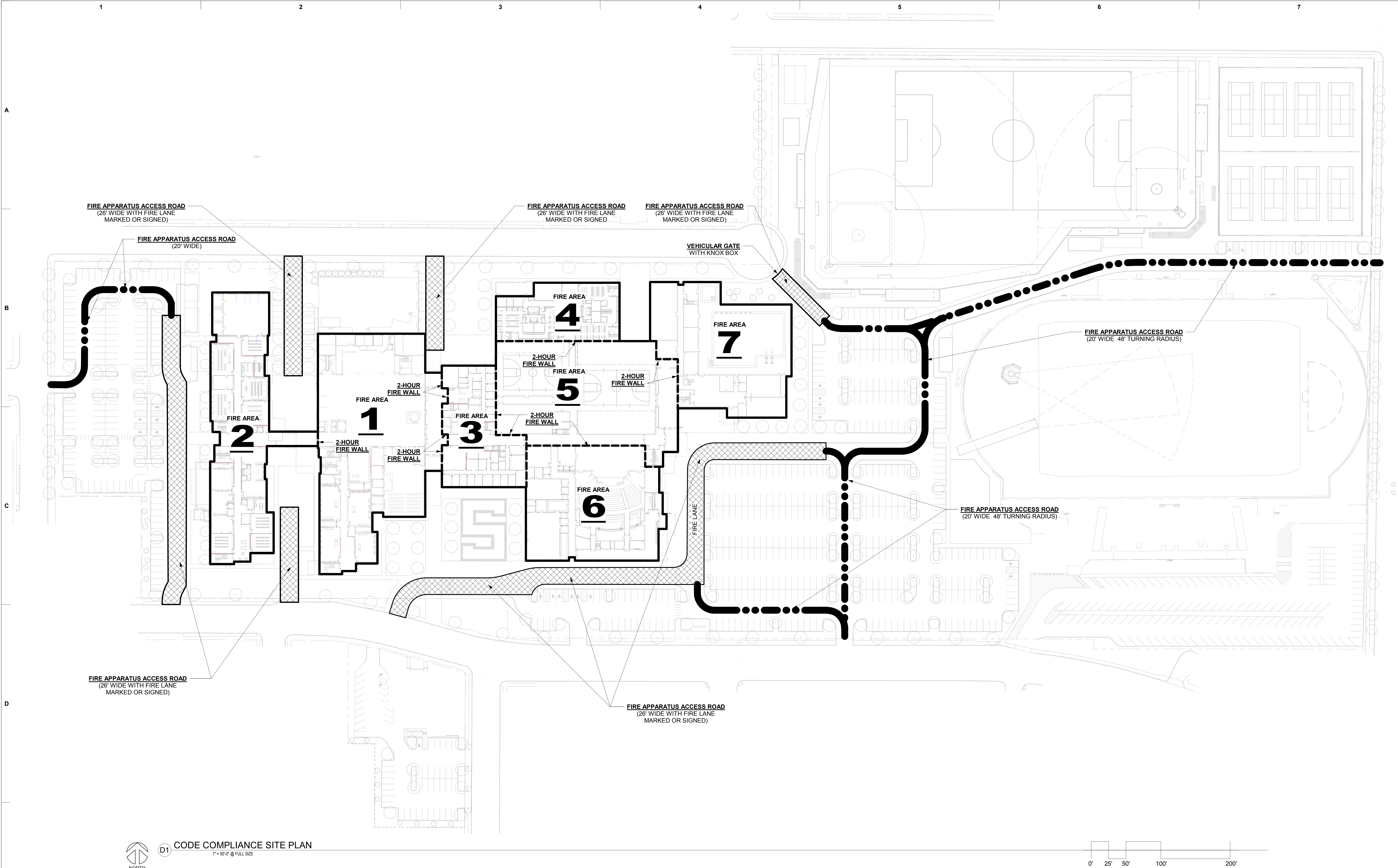
LEGEND	
	EXISTING MAIN TO REMAIN
	REMOVE EXISTING WATER MAIN
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT

SUMNER HIGH SCHOOL MODERNIZATION AND EXPANSION	
WATER SYSTEM PLAN	
WATER EXHIBIT 02/01/21	

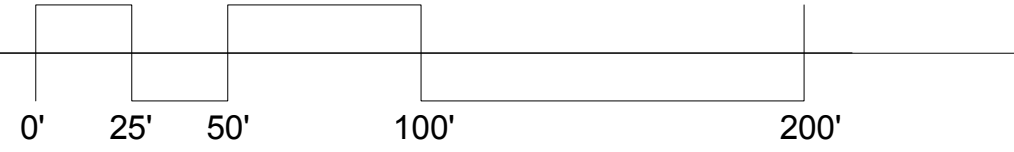
EXHIBIT 13

CODE COMPLIANCE PLAN

EXHIBIT 13



D1 CODE COMPLIANCE SITE PLAN
1" = 50'-0" @ FULL SIZE



CODE COMPLIANCE SITE PLAN

BUILDING HEIGHT & AREA ANALYSIS

ALLOWABLE BUILDING HEIGHTS AND AREAS
IBC SECTION 503, SECTION 506 AND TABLE 504.3

OCCUPANCY GROUPS & DIVISIONS	E
BUILDING CONSTRUCTION TYPE	II-B
MAXIMUM ALLOWABLE HEIGHT (STORIES) (AUTOMATIC SPRINKLER SYSTEM, TABLE IBC 504.3 AND IBC 504.4)	75/3
ACTUAL NUMBER OF STORIES	3

ALLOWABLE FLOOR AREAS
IBC SECTION 503, SECTION 506 AND TABLE 506.2

OCCUPANCY GROUPS & DIVISIONS	E
BUILDING CONSTRUCTION TYPE	II-B
BASIC ALLOWABLE BUILDING AREA FACTOR IN SQUARE FEET	14,500 SQ FT
NON-SPRINKLERED	58,000 SQ FT
SPRINKLERED, 1 STORY	43,500 SQ FT

BUILDING PLAN FIRE AREA 1 - 3-STORIES 'E' OCCUPANCY
PHASE 1 BUILDING COMMONS, LIBRARY, CLASSROOMS, MECHANICAL SPACES

SECTION 506 AREA MODIFICATION (CALCULATION)

EQUATION 5-2: $A_a = [A + (NS \times I_f)] \times S_a$
 $A_a = [(43,500 + (14,500 \times 0.57))] \times 3$
 $A_a = [(43,500 + 8242)] \times 3 = 155,225$
FIRE AREA 1 ACTUAL = 83,067
TOTAL SF PLAN FIRE AREA 1 = 83,067 SF < 155,225 ALLOWED (S=3)

NS = 14,500 SF

I_f = 0.57

S_a = 3

EQUATION 5-5: $I_f = [(F/P) - 0.25] (W/30)$

$I_f = [(8071/106) - 0.25] (29/30)$

$I_f = [0.83 - 0.25] (.98)$

$I_f = 0.57$

506.2.3 No individual story shall exceed the allowable area (A_a) as determined by Equation 5-2 using the value of S_a = 1.

BUILDING PLAN FIRE AREA 2 - 3-STORIES 'E' OCCUPANCY
ACADEMIC WING

SECTION 506 AREA MODIFICATION (CALCULATION)

EQUATION 5-2: $A_a = [A + (NS \times I_f)] \times S_a$
 $A_a = [(43,500 + (14,500 \times 0.70))] \times 3$
 $A_a = [(43,500 + 10,150)] \times 3 = 160,950$
FIRE AREA 2 ACTUAL = 85,496
TOTAL SF PLAN FIRE AREA 2 = 85,496 SF < 160,950 ALLOWED (S=3)

NS = 14,500 SF

I_f = 0.70

S_a = 3

EQUATION 5-5: $I_f = [(F/P) - 0.25] (W/30)$

$I_f = [(14171/189) - 0.25] (28/30)$

$I_f = [0.96 - 0.25] (.98)$

$I_f = 0.70$

506.2.3 No individual story shall exceed the allowable area (A_a) as determined by Equation 5-2 using the value of S_a = 1.

BUILDING PLAN FIRE AREA 3 - 2-STORIES 'E' OCCUPANCY

TOTAL SF PLAN FIRE AREA 3 = 25,548 SF < 37,000 ALLOWED (S=2)

BUILDING PLAN FIRE AREA 4 - 1-STORIES 'E' OCCUPANCY

TOTAL SF PLAN FIRE AREA 4 = 11,564 SF < 37,000 ALLOWED (S=1)

BUILDING PLAN FIRE AREA 5 - 2-STORIES 'E' OCCUPANCY

TOTAL SF PLAN FIRE AREA 5 = 44,268 SF < 37,000 ALLOWED (S=2)

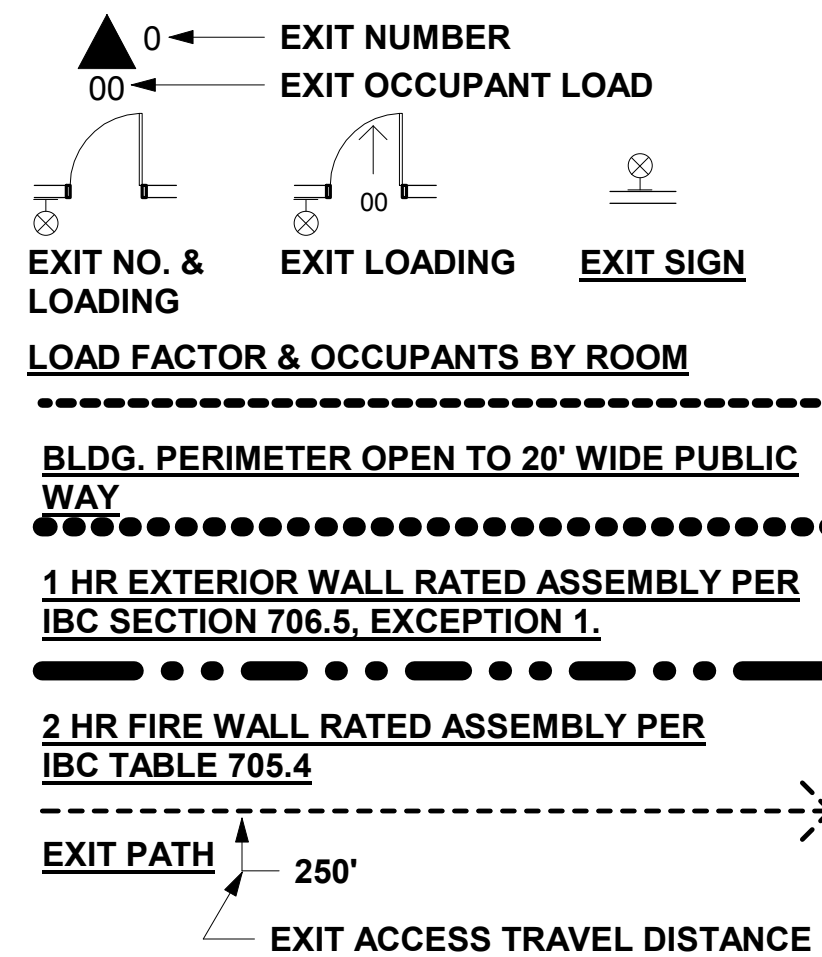
BUILDING PLAN FIRE AREA 6 - 2-STORIES 'E' OCCUPANCY

TOTAL SF PLAN FIRE AREA 6 = 35,483 SF < 37,000 ALLOWED (S=2)

BUILDING PLAN FIRE AREA 7 - 2-STORIES 'E' OCCUPANCY

TOTAL SF PLAN FIRE AREA 7 = 33,359 SF < 37,000 ALLOWED (S=2)

CODE COMPLIANCE LEGEND



INCIDENTAL USE AREA:
SMOKE PROTECTED, 0 HOUR FIRE RATED WITH AN AUTOMATIC SPRINKLER SYSTEM THROUGHOUT BUILDING
2HR RATED FLOOR DECK / HORIZONTAL ASSEMBLY.
PUBLIC TOILET AREAS DURING SPECIAL EVENTS
CANOPY & OVERHANG AREAS

INTERIOR EXIT OCCUPANT LOAD & DIRECTION OF TRAVEL
ACCUMULATIVE NUMBER OF OCCUPANTS IN BLDG. AREA OR SUB AREA
OCCUPANTS FROM ADJACENT ROOMS SERVED BY THIS SPACE

- DRINKING FOUNTAIN
- SMOKE PROTECTED DOOR
- SMOKE BARRIER REQUIRED PER I.B.C. 508.2.2.1 & TABLE 508.2
- ELECTRO-MAGNETIC DOOR RELEASE (SEE HARDWARE SCHEDULE)
- FIRE ALARM CONTROL PANEL
- EMERGENCY KNOX BOX
- MAX. OCCUPANT LOAD SIGN (ONLY WHERE SHOWN)
- EXIT DEVICE
- HC AUTOMATIC DOOR OPERATION
- HC & ACTUATOR BUTTON
- HC AUTO DOOR ACTUATOR BUTTON
- ACCESSIBLE INGRESS / EGRESS

FIRE EXTINGUISHERS PER IFC SECTION 906
FXB-A FIRE EXTINGUISHER - SURFACE MOUNTED HOOK w/TYPE '2A10:B:C' (MIN) EXTINGUISHER (LIGHT HAZARD)
FXB-K FIRE EXTINGUISHER - SURFACE MOUNTED HOOK w/TYPE 'K' EXTINGUISHER (SPECIAL HAZARD - KITCHEN)
FXC-A FIRE EXTINGUISHER & CABINET - SEMI-RECESSED w/ TYPE '2A10:B:C' (MIN) EXTINGUISHER (LIGHT HAZARD)
FXC-K FIRE EXTINGUISHER & CABINET - SEMI-RECESSED w/TYPE 'K' EXTINGUISHER (SPECIAL HAZARD - KITCHEN)

GENERAL NOTES

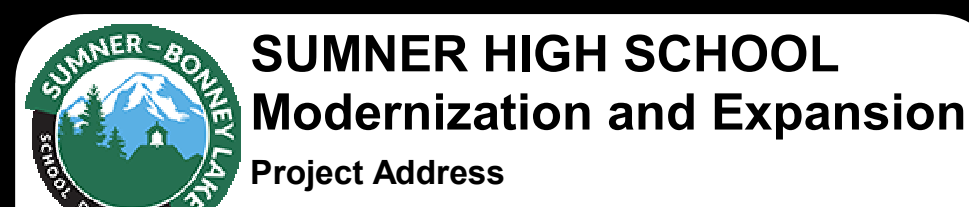
1. ALL FIRE APPARATUS ACCESS ROADS SHALL MEET THE MINIMUM WIDTH AND TURNING RADIUS REQUIREMENTS OF THE CURRENT EDITION OF THE INTERNATIONAL FIRE CODE

DRAWING REVISIONS

#	Date	Description
---	------	-------------

50% SCHEMATIC DESIGN

MASTER PLAN FULL BUILD-OUT



BLRB architects

TACOMA | SPOKANE | PORTLAND | BEND
1250 Pacific Ave Suite 200 WA 98402 253.627.8599
505 W. Riverside Suite 350 WA 98201 509.252.9380
621 SW Morrison St. Suite 320 OR 97205 503.692.0270
404 SW Columbia Suite 120 OR 97202 541.326.6508

Drawing Title: CODE COMPLIANCE SITE PLAN

Date: 04/14/2020 Drawn By: Author

Revised: Project No: 19.16

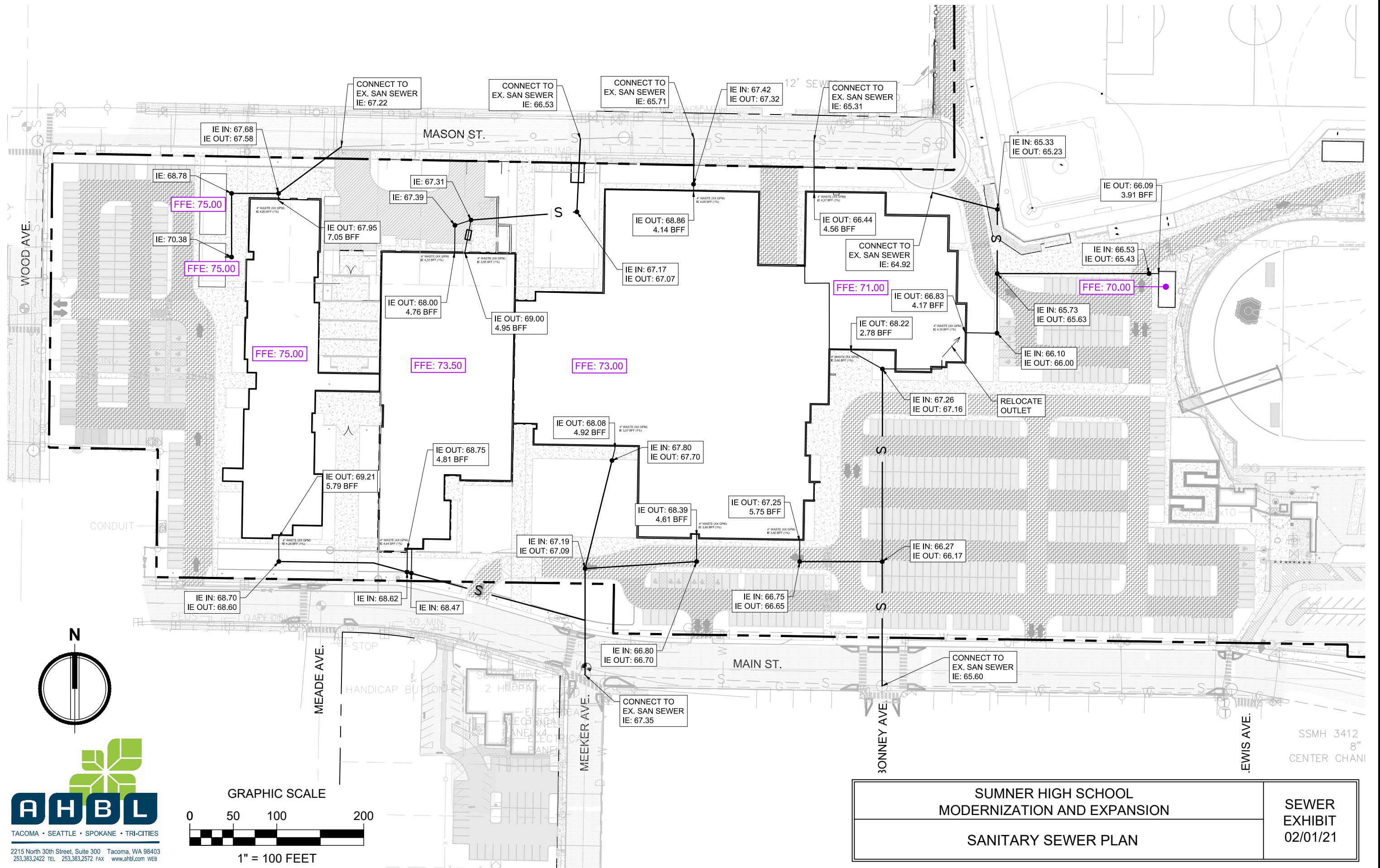
Stamp: Sheet No:

AC1.1

EXHIBIT 14

SEWER SYSTEM PLAN

EXHIBIT 14





SUBJECT: Ordinance No. 2777 - Amendments to the Sumner Municipal Code 2.76
Relating to Emergency Management

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2777 - Amending Sumner Municipal Code 2.76

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

This ordinance makes needed changes and clarifications to the existing code as it relates to emergency management responsibilities in the City of Sumner.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee MEETING/STUDY SESSION DATE: 5/19/2021 COMMITTEE RECOMMENDATION: Do pass
--

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Ordinance No. 2777 - Amendments to the Sumner Municipal Code 2.76 relating to emergency management.

ORDINANCE NO. 2777

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER AMENDING SUMNER MUNICIPAL CODE CHAPTER 2.76 RELATED TO EMERGENCY MANAGEMENT.

WHEREAS, RCW 38.52 outlines the rules, regulations and authority for the state's emergency management program; and

WHEREAS, RCW 38.52.070 provides the City, as a political subdivision of the State, with authority for the establishment of a local organization for emergency management; and

WHEREAS, the City of Sumner has codified its Emergency Management rules and regulations as Sumner Municipal Code Chapter 2.76; and

WHEREAS, the Covid-19 pandemic, and the subsequent State and City declarations of emergency related to addressing the public health emergency have highlighted the necessity of amending certain outdated or vague provisions of the code to make the processes and policies clearer and to better outline the authorities and powers; and

WHEREAS, the City Council finds that it is of extreme importance to the welfare of the public to have clear and consistent authorities, rules, regulations and processes that can be utilized to respond quickly in the case of a future emergency or disaster.

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

Section 1. Chapter 2.76 of the Sumner Municipal Code, "Emergency Management" is hereby amended as shown in Exhibit A hereto.

Section 2. Effective Date. This ordinance shall take effect five days after its adoption and publication, as otherwise provided by law.

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

Section 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.

Section 5. Ratification. By and through adoption of this ordinance, the City Council hereby ratifies and confirms any and all acts prior to and consistent with the authority granted herein.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington at a regular meeting thereof this 7th day of June, 2021.

ADOPTED AND APPROVED this _____ day of _____, 2021.

Mayor William L. Pugh

Approved as to form:

City Attorney Andrea Marquez

Attest:

City Clerk Michelle Converse

EXHIBIT A

Chapter 2.76

EMERGENCY MANAGEMENT¹

Sections:

- 2.76.010 Purpose.
- 2.76.020 Emergency management policy.
- 2.76.030 Definitions.
- 2.76.040 Emergency management plan.
- 2.76.050 Emergency management program.
- 2.76.060 Administrator of emergency management – Powers and duties.
- 2.76.070 Disaster and emergency powers of the mayor.
- 2.76.080 Function and duties of divisions and employees.
- 2.76.090 Administrator of emergency management – Additional powers and duties.
- 2.76.100 Liability limited.
- 2.76.110 Violation – Penalty.

2.76.010 Purpose.

The declared purposes of this chapter are to provide for the preparation, and carrying out of plans for emergency mitigation, preparedness, response and recovery for persons and property within the city in the event of an emergency or disaster, and to provide for the coordination of the emergency functions and services of the city with other public agencies and affected private persons, corporations and organizations. Any expenditures made in connection with such emergency management activities, including mutual aid activities, and mock or practice drills, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city. (Ord. 2036 § 1 (part), 2003: Ord. 1593 § 1, 1993)

2.76.020 Emergency management policy.

It shall be the policy of the city to make effective preparation and use of manpower, resources and facilities for dealing with any emergency or disaster that may occur. Disasters and emergencies by their very nature, may disrupt or destroy existing systems and capabilities of the city to respond to protect life, public health and public property. Therefore, citizens are advised to be prepared to be self-sufficient for up to 72 hours should an emergency or disaster occur, including provisions for food, water, shelter and basic medication. (Ord. 2036 § 1 (part), 2003: Ord. 1593 § 2, 1993)

2.76.030 Definitions.

As used in this chapter:

A. “Administrator” means the administrator of emergency management for the city. The administrator of emergency management for the city is the city administrator.

B. “Director” means the director of emergency management for the city. The ~~fire chief of Pierree County Fire Protection District No. 22 (DBA East Pierree Fire and Rescue)~~[Police Chief of the Sumner Police Department or their designee](#) is the director of emergency management for the city.

C. “Emergency disaster” means an event or set of circumstances which (1) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken neighborhood overtaken by such occurrences, or (2) reaches such a dimension or degree of destructiveness as to warrant the city council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

D. “Emergency management” means the preparation to carry out all emergency functions, other than functions for which the military forces are normally responsible, to mitigate, prepare for and recover from emergencies and

disasters and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress. It shall not include, nor does any provision of this chapter apply to any condition relating to a labor controversy.

E. "Emergency management organization" means the functions and duties of divisions and employees as defined in SMC 2.76.080. (Ord. 2200 § 2, 2007; Ord. 2036 § 1 (part), 2003; Ord. 1593 § 3, 1993)

2.76.040 Emergency management plan.

The emergency plan ~~prepared by the fire chief of Pierce County Fire Protection District No. 22 (DBA East Pierce Fire and Rescue) and~~ promulgated by the mayor and adopted by the city council shall be the official emergency management plan of the city. The ~~fire chief of Pierce County Fire Protection District No. 22 (DBA East Pierce Fire and Rescue)~~ Director shall file a copy of said plan in the office of the city clerk and distribute copies to appropriate city agencies. (Ord. 2200 § 3, 2007; Ord. 2036 § 1 (part), 2003; Ord. 1593 § 4, 1993)

2.76.050 Emergency management program.

The emergency management program of the city is created and shall be comprised of:

A. The administrator, who shall have direct responsibility for the organization, administration and operation of the emergency management program for the city and direct responsibility for the emergency operations of departments of the administrative branch of government. The administrator shall be appointed by the mayor;

B. Compensated members of the emergency management organization;

C. Volunteer members of the emergency management organization;

D. Such advisory committees as may be appointed by the administrator;

E. The city may form and develop its own emergency management operation/program, or may contract pursuant to chapter 39.34 RCW for emergency management services with another political subdivision which does have an approved emergency management program in accordance with chapter 38.52 RCW. (Ord. 2036 § 1 (part), 2003; Ord. 1889 § 17 (part), 1999; Ord. 1593 § 5, 1993)

2.76.060 Administrator of emergency management – Powers and duties.

A. To request the city council to proclaim the existence or threatened existence of a disaster or emergency for execution by the Mayor, and the termination thereof, if the city council is in session, or to recommend that the Mayor issue such proclamation, if the city council is not in session, subject to confirmation by the city council at the earliest practicable time;

B. To request the Governor to proclaim a state of extreme emergency when, in the opinion of the administrator, the resources of the area or region are inadequate to cope with the disaster or emergency;

C. To direct coordination and cooperation between divisions, services and staff of the departments and services of this city to carry out the provisions of the emergency management plan, and to resolve questions of authority and responsibility that may arise between them;

D. To recommend for adoption by the city council any necessary or appropriate emergency management plans and mutual aid agreements; (Ord. 2036 § 1 (part), 2003; Ord. 1593 § 6, 1993)

E. To act on behalf of the mayor if he/she is unable to carry out his/her duties in carrying out the purposes of this chapter or the provisions of the emergency management plan;

F. To represent the emergency management organization of the city in dealing with issues pertaining to emergency management; and

G. To prepare and maintain, together with the Director, the emergency plan of the city and manage the day-to-day responsibilities of the emergency management program activities of the city.

2.76.070 Disaster and emergency powers of the ~~mayor~~Mayor.

In the event of the proclamation of an emergency or disaster as herein provided or the proclamation of a state of extreme emergency by the Governor or the State Director of Emergency Management, the mayor is empowered:

A. To declare or proclaim the existence or threatened existence of a disaster or emergency and make and issue rules and regulations on matters and policies and operating procedures reasonably related to the protection of life and property as affected by such disaster or emergency; provided, however, such declaration or proclamation and rules and regulations must be confirmed at the earliest practicable time by the city council. If the mayor is absent, or unable to act, then those duties-e authority and powers of the mayor outlined herein are delegated to the ~~city-~~city administrator. If the mayor and ~~city-a~~city administrator are absent, or unable to act, then those-the duties-authority and powers of the mayor outlined herein will be delegated to the Director of emergency management. In the absence or inability to act of the Director of emergency management then those-the authority and powers of the mayor outlined herein~~duties~~ will be delegated to the city attorney~~chief of police~~;

B. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people and bind the city for the fair value thereof, and if required immediately, to commandeer the same for public use;

C. To require services necessary to respond to and address the emergency or disaster of any city officer or employee, irrespective of ordinary job duties or the terms and conditions of any applicable collective bargaining agreement, and in the event of the proclamation of a state of extreme emergency by the Governor in the region in which the city is located, to command the aid of as many citizens of this city as may be deemed necessary in the execution of the mayor's duties; such persons to be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency workers;

D. To requisition necessary personnel or material of any city department or agency;

E. To control and direct the efforts of the emergency management organization of this city for the accomplishment of the purposes of this chapter. (Ord. 2036 § 1 (part), 2003: Ord. 1889 § 17 (part), 1999: Ord. 1593 § 7, 1993)

2.76.080 Function and duties of divisions and employees.

All officers and employees of the city, together with those volunteer forces enrolled to aid them during an emergency or disaster and all groups, organizations and persons who may by agreement or operation of law, including persons pressed into service under the provisions of SMC 2.76.070 shall be charged with duties incident to the protection of life and property in this city during such emergency or disaster, shall constitute the emergency management organization of the city. (Ord. 2036 § 1 (part), 2003: Ord. 1593 § 8, 1993)

2.76.090 ~~Repealed. Administrator of emergency management—Additional powers and duties.~~

~~Concurrently with the adoption of this chapter, the administrator is empowered:~~

~~A. To act on behalf of the mayor if he/she is unable to carry out his/her duties in carrying out the purposes of this chapter or the provisions of the emergency management plan;~~

~~B. To represent the emergency management organization of the city in dealing with issues pertaining to emergency management;~~

~~C. To prepare and maintain the emergency plan of the city and manage the day-to-day responsibilities of the emergency management program activities of the city. (Ord. 2036 § 1 (part), 2003: Ord. 1889 § 17 (part), 1999: Ord. 1593 § 9, 1993)~~

2.76.100 Liability limited.

No individual, firm, association, corporation or other party, owning, maintaining or controlling any building or premises who voluntarily and without compensation grants to the city a license or privilege or otherwise permits the city to inspect, designate and use the whole or any part or parts of such building or premises for the purpose of sheltering persons during an actual, impending, mock or practice emergency or disaster, or their successors in interest, or agents or employees of any of them, shall be subject to liability for injuries sustained by any person while in or upon said building or premises as a result of the condition of said building or premises as a result of any act or omission in connection with the upkeep or maintenance thereof (except a willful act of misconduct), when such person has entered or gone into or upon said building or premises for the purpose of seeking refuge therein during an emergency or disaster or attacks by enemies of the United States or during an emergency or disaster drill or test ordered by lawful authority. (Ord. 2036 § 1 (part), 2003: Ord. 1593 § 10, 1993)

2.76.110 Violation – Penalty.

It is a misdemeanor, punishable by a fine not to exceed \$1,000, or by imprisonment for a term not to exceed 90 days, or both, for any person during a disaster to:

A. Willfully obstruct, hinder or delay any member of the emergency management organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon them by virtue of this chapter;

B. Do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such nature as to give, or be likely to give assistance to the enemy, or imperil the lives or property of inhabitants of this city, or to prevent, hinder or delay the protection thereof;

C. Wear, carry or display, without authority, any means of identification specified by the State Department of Emergency Management. (Ord. 2036 § 1 (part), 2003; Ord. 1593 § 11, 1993)

¹ For statutory provisions regarding the authority for the establishment of local organization for emergency management, see RCW 38.52.070; and for provisions regarding the municipality's limitations of liability with respect to emergency management, see RCW 38.52.180.

SUBJECT: Ordinance No. 2779 - Amending Sumner Municipal Code 8.08 Relating to Firework Sales and Displays

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2779 - Amending SMC 8.08 Fireworks

STAFF CONTACT: Christy Palmer, Assistant City Attorney

SUMMARY BACKGROUND:

Updates to this code were necessary following the changes made in the new Interlocal with East Pierce and the change in roles and responsibilities as it relates to permitting and inspecting firework sales and public displays.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee
--

MEETING/STUDY SESSION DATE: 5/19/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to adopt Ordinance No. 2779 amending SMC 8.08 related to the permit and inspection of fireworks process.

ORDINANCE NO. 2779
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE CHAPTER 8.08 “FIREWORKS” RELATED TO PERMITS FOR FIREWORK STANDS AND DISPLAYS.

WHEREAS, RCW 70.77 outlines the laws, authorities and restrictions governing the permitting and inspection process for fireworks stands and displays and Sumner Municipal Code 8.08 contains the local rules and regulations that apply to the same; and

WHEREAS, for many years prior to this ordinance, the City of Sumner and East Pierce Fire and Rescue (“EPFR”) have partnered through an interlocal agreement by which EPFR provides certain fire-related services to the City of Sumner, including having substantial involvement in the inspection and permitting of fireworks; and

WHEREAS, the City of Sumner and EPFR have recently amended the interlocal agreement between the parties such that the City of Sumner will now perform certain services historically performed by EPFR, including but not limited to fire inspection and fire review services;

WHEREAS, as a result of amendments to the interlocal agreement, several provisions of the Sumner Municipal Code regarding the inspection and review of permits for firework stands and firework displays require updating in order to reflect the changed roles and obligations between the parties; and

WHEREAS, the proposed code revisions were before the Public Safety Committee on May 19, 2021 and the Public Safety Committee gave the item a do pass.

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

Section 1. Chapter 8.08 of the Sumner Municipal Code is hereby amended in accordance with Exhibit A, which is attached and incorporated by reference.

Section 2. Severability. All sections in this ordinance are hereby deemed severable. Any section found invalid or unconstitutional by a court of law with jurisdiction shall not be deemed to invalidate or find unconstitutional other sections in this ordinance.

Section 3. Corrections. The City Clerk or City Attorney are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Passed and approved by City Council of the City of Sumner at regularly scheduled open public meeting on the 7th day of June, 2021.

William Pugh
Mayor

Approved as to form:

Attest:

Andrea Marquez
City Attorney

Michelle Converse
City Clerk

EXHIBIT A

Chapter 8.08

FIREWORKS

Sections:

- 8.08.010 Adoption of sections of Revised Code of Washington and Washington Administrative Code or its successors by reference.
- 8.08.020 Applicability.
- 8.08.030 Definitions.
- 8.08.040 State license and city permit required.
- 8.08.050 Inspection required.
- 8.08.055 Copy of license to be filed.
- 8.08.060 Sale permit – Fee.
- 8.08.070 Certificate of insurance required.
- 8.08.080 Activities to be conducted in a safe and reasonable manner.
- 8.08.090 Permit required for sales – Application.
- 8.08.100 Retail fireworks stands.
- 8.08.110 Sale and discharge of fireworks.
- 8.08.115 Sale and use of sky lanterns and similar devices unlawful.
- 8.08.120 Special purchase and use permits.
- 8.08.130 Permit for public display.
- 8.08.140 Agreement to confiscate and destroy illegal fireworks – Alternative to seizure process.
- 8.08.150 Permit revocation.
- 8.08.160 Violation – Penalty.
- 8.08.170 Severability.

8.08.010 Adoption of sections of Revised Code of Washington and Washington Administrative Code or its successors by reference.

RCW:

- 70.77.126 Definitions – “Fireworks.”
- 70.77.131 Definitions – “Display fireworks.”
- 70.77.136 Definitions – “Consumer fireworks.”
- 70.77.141 Definitions – “Agricultural and wildlife fireworks.”
- 70.77.146 Definitions – “Special effects.”
- 70.77.160 Definitions – “Public display of fireworks.”
- 70.77.165 Definitions – “Fire nuisance.”
- 70.77.170 Definitions – “License.”
- 70.77.175 Definitions – “Licensee.”
- 70.77.180 Definitions – “Permit.”
- 70.77.190 Definitions – “Person.”

70.77.200 Definitions – “Importer.”

70.77.205 Definitions – “Manufacturer.”

70.77.210 Definitions – “Wholesaler.”

70.77.215 Definitions – “Retailer.”

70.77.230 Definitions – “Pyrotechnic operator.”

70.77.236 Definitions – “New fireworks item.”

70.77.255 Acts prohibited without appropriate licenses and permits – Minimum age for license or permit – Activities permitted without license or permit.

70.77.260 Application for permit.

70.77.265 Investigation, report on permit application.

70.77.270 Governing body to grant permits – State-wide standards – Liability insurance.

70.77.280 Public display permit – Investigation – Governing body to grant – Conditions.

70.77.285 Public display permit – Bond or insurance for liability.

70.77.290 Public display permit – Granted for exclusive purpose.

70.77.295 Public display permit – Amount of bond or insurance.

70.77.345 Duration of licenses and retail fireworks sales permits.

70.77.381 Wholesalers and retailers – Liability insurance requirements.

70.77.386 Retailers – Purchase from licensed wholesalers.

70.77.401 Sale of certain fireworks prohibited.

70.77.405 Authorized sales of toy caps, tricks, and novelties.

70.77.410 Public displays not to be hazardous.

70.77.415 Supervision of public displays.

70.77.420 Permanent sStorage permit required – Application – Investigation – Grant or denial – Conditions.

70.77.425 Approved storage facilities required.

70.77.435 Seizure of fireworks.

70.77.440 Seizure of fireworks – Proceedings for forfeiture – Disposal of confiscated fireworks.

70.77.480 Prohibited transfers of fireworks.

70.77.485 Unlawful possession of fireworks – Penalties.

70.77.488 Unlawful discharge or use of fireworks – Penalty.

70.77.495 Forestry permit to set off fireworks in forest, brush, fallow, etc.

70.77.510 Unlawful sales or transfers of displayspecial fireworks – Penalty.

- 70.77.515 Unlawful sales or transfers of consumer fireworks – Penalty.
- 70.77.517 Unlawful transportation of fireworks – Penalty.
- 70.77.520 Unlawful to permit fire nuisance where fireworks kept – Penalty.
- 70.77.525 Manufacture or sale of fireworks for out-of-state shipment.
- 70.77.535 Articles pyrotechnic, special effects for entertainment media.~~Special effects for entertainment media.~~
- 70.77.540 Penalty.
- 70.77.545 Violation a separate, continuing offense.
- 70.77.547 Civil enforcement not precluded.
- 70.77.580 Retailers to post list of fireworks.

WAC:

- 212-17-025 Definition and classification – “Fireworks.”
- ~~212-17-035—Definition and classification—“Consumer fireworks.”~~
- ~~212-17-040—Definition—“Special fireworks.”~~
- ~~212-17-500—Type I violations.~~
- ~~212-17-505—Type II violations.~~
- ~~212-17-510—Type III violations.~~
- 212-17-515 Violation/penalty matrix.~~Type IV violations.~~

(Ord. 2323 § 1 (part), 2010)

8.08.020 Applicability.

The provisions of this chapter shall apply to the sale of all consumer fireworks, as defined by RCW 70.77.136 and WAC 212-17-0~~23~~5. (Ord. 2323 § 1 (part), 2010)

8.08.030 Definitions.

The words and phrases herein used for the purposes of this chapter shall have the meanings respectively ascribed to them in this section, except in those instances where the context clearly indicates a different meaning:

- A. “Consumer fireworks” includes only such fireworks that have been defined in RCW 70.77.136 or WAC 212-17-0~~23~~5.
- B. “Dangerous fireworks” shall have the same meaning as defined in WAC 212-17-025(2). ~~includes all fireworks which do not meet the consumer fireworks definition under RCW 70.77.136 or WAC 212-17-035.~~
- C. “DisplaySpecial”~~“Display”~~ fireworks shall, in addition to the definition set forth in RCW 70.77.131, include the types of fireworks set forth in WAC 212-17-0~~25~~(3)~~40~~.
- D. “Fireworks stands” includes all displays and locations where fireworks are displayed in connection with sale of fireworks, offered for sale or are stored. “Fireworks stands” includes temporary fireworks stands as well as permanent structures where fireworks are offered for sale or are stored.
- E. “Person” includes any individual, firm, partnership, joint venture, association, corporation, estate, trust, receiver, syndicate or any other group or combination acting as a unit.

F. “Public display of fireworks” ~~has the same meaning as defined in RCW 70.77.160. means an entertainment feature where the public is admitted or permitted to view the display or discharge of dangerous fireworks.~~

G. “Sale at retail” includes any sale or transfer, including contracts or orders for sales or transfers, wherein any person at a fixed location or a place of business sells, transfers or gives fireworks to a consumer or user.

H. “Sale at wholesale” includes a sale or transfer to a retailer or any other person for resale, and which also includes any sale or transfer of fireworks to a permittee of a public display of fireworks.

I. City, Local Public Agency, Local Government – Defined. The terms “city,” “local public agency,” and “local government,” as used in the sections of chapter 70.77 RCW that are adopted by reference in this chapter, shall mean the city of Sumner.

J. ~~Local Fire Official—Defined. The term “L~~ocal fire official,” as used in this chapter and as used in the provisions of the Revised Code of Washington adopted by this chapter, shall mean Fire Code Official, as designated by the City Administrator, or the Fire Code Official’s designated representative. ~~the chief of the Fire District 22 or his or her designated representative.~~

K. “Department” shall mean the City of Sumner department or official, or their designee, designated by the City Administrator to review the permits required under this chapter. ~~K. Designee—Fire Chief. Pursuant to RCW 70.77.270, the city council hereby designates the Fire District 22 fire chief or his or her designee as the person with authority to grant or deny permits that are sought pursuant to this chapter.~~

L. “Sky lantern” means an airborne lantern typically made of paper with a wood or wire frame containing a candle, fuel cell composed of waxy flammable material, or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. (Ord. 2493 § 1, 2014; Ord. 2323 § 1 (part), 2010)

M. “Local Fire Authority” shall mean the local fire department.

8.08.040 State license and city permit required.

A. Pursuant to chapter 70.77 RCW and this chapter, a permit issued by the ~~Department~~fire chief or his or her designee shall be required for any activity enumerated in RCW 70.77.255(1) or SMC 8.08.1340.

B. No permit for the activities set forth in RCW 70.77.255(1) shall be issued until:

1. A license issued by the Chief of the Washington State Patrol is filed with the ~~Department~~fire chief or his or her designee; and
2. A certificate of insurance as required by SMC 8.08.070 and chapter 70.77 RCW is filed. (Ord. 2323 § 1 (part), 2010)

8.08.050 Inspection required.

Prior to the issuance of any permit, the ~~local fire official~~fire chief or ~~their~~his or her designee shall perform an inspection of any structure or building intended for retail activity, wholesale activity, manufacturing activity, fireworks storage, or public display of fireworks, to determine whether such structures or buildings comply with the requirements of the Revised Code of Washington, the Washington Administrative Code or the city code. No permit shall be issued by the City until such structures or buildings comply with all applicable laws. (Ord. 2323 § 1 (part), 2010)

8.08.055 Copy of license to be filed.

Any person who obtains a permit as required by this chapter shall file with the ~~Department~~fire chief, a copy of each license for such activity required by chapter 70.77 RCW. (Ord. 2323 § 1 (part), 2010)

8.08.060 Sale permit – Fee.

The annual permit fee for the sale of such fireworks as may be authorized hereunder, or may be authorized by the provisions of the laws of the state of Washington, shall be ~~\$100~~50.00 per year payable in advance. (Ord. 2323 § 1 (part), 2010)

8.08.070 Certificate of insurance required.

A. As a condition of the issuance of any permit required by this chapter, and at all times during the sale, storage, or display of fireworks pursuant to the authority granted by a permit issued pursuant to this chapter, every retailer, wholesaler, manufacturer, or pyrotechnic operator operating within the city limits of Sumner shall obtain and have in effect a bond or insurance in the amounts required by RCW 70.77.270, 70.77.285 and 70.77.295. The ~~fire-chief~~Department shall approve the bond or insurance if it meets the requirements of this section.

B. Any certificate of insurance or bond required by this chapter or the sections of chapter 70.77 RCW adopted by this chapter shall provide that:

1. The insurer will not cancel the insured's coverage without 15 days' prior written notice to the Department ~~fire-chief~~ and the Chief of the Washington State Patrol through the director of fire protection;
2. The city of Sumner, its employees, officers, agents, volunteers, and officials are included as additional insureds; and
3. The city of Sumner is not responsible for any premiums or assessments on the policy.

C. Nothing in this section shall relieve any person of the insurance requirements in chapter 70.77 RCW. (Ord. 2323 § 1 (part), 2010)

8.08.080 Activities to be conducted in a safe and reasonable manner.

A. All retailers of fireworks or persons publicly displaying fireworks shall be responsible for conducting activities in a manner that is safe and responsible and in compliance with all federal, state, and local laws and regulations. The issuance of any permit required by this chapter shall in no way relieve any person from the duty of complying with all federal, state, and local laws and regulations or conducting activities in a safe and reasonable manner. The issuance of a permit shall not be deemed an endorsement by the city of Sumner of the activity engaged in.

B. The city shall not be liable to any person, corporation, entity or holder of property for any damage that is caused by or derived from the display of fireworks, and the person displaying fireworks assumes all risks of such display, and shall hold the city and its employees and officials harmless from any and all claims or causes of action for damage caused by or derived from such display. (Ord. 2323 § 1 (part), 2010)

8.08.090 Permit required for sales – Application.

An application for a permit to sell fireworks shall be made in writing to the ~~Department fire-chief or his or her designee~~ no later than June 15th of the year for which permit is sought, on forms provided for that purpose. Permit fees, inspection, and plan review charges shall be charged as required by resolution of the city council. The ~~fire-chief~~Department ~~or his or her designee~~ shall deny or grant any such application in writing. The Department, in consultation with the local fire official and/or the local fire authority, ~~fire-chief or his or her designee~~ may place reasonable conditions on any permit issued. The person applying for a permit may appeal in writing the denial of the permit or the conditions of the permit to the ~~City Administrator~~Director of the Department ~~fire-chief~~. The appeal shall be based solely upon written information provided by the applicant and information obtained or held by the ~~fire chief official~~, and no hearing shall be required. The determination of the ~~Department fire-chief~~ Director ~~City Administrator~~ of the appeal shall be final. (Ord. 2323 § 1 (part), 2010)

8.08.100 Retail fireworks stands.

The following requirements shall apply to the operation of retail fireworks stands (hereinafter "stand"):

A. Prior to opening for business, a stand must be inspected and approved by the local fire official and/or the local fire authority where appropriate, ~~fire-chief or his or her designee~~.

B. Inspections of stands shall not be conducted until the local fire official ~~fire-chief or his or her designee~~ has received the following:

1. ~~Documentation of approval of all required permits; A temporary use application, and subsequent permit approval;~~
2. ~~Documentation of approval by the community development department;~~

~~23~~. A business license;

~~34~~. A copy of the state license required by chapter 70.77 RCW; and

~~45~~. Proof of insurance as required by SMC 8.08.070.

C. Fire lanes and hydrants shall be maintained clear of obstruction and provide access at all times.

D. No decorations shall be used unless flameproof.

E. Electrical extension cords shall not be used without specific approval of the State Electrical Inspector or the local fire official. ~~fire chief or his or her designee~~.

F. No stand shall be located within 25 feet of any other building, including motor homes and trailers, nor within ~~100~~50 feet of any gasoline or LPG dispensing device.

G. Each stand shall have at least two exits. Exits must be doors that open outward and must be clear and unlocked when the stand is occupied.

H. Security fencing, where installed, shall be placed not less than three feet from the exterior wall of the stand. The area between the exterior wall of the stand and the security fencing shall be maintained clear of storage and all obstructions at all times.

I. Each stand shall have at least two properly operating 2A, 20BC extinguishers mounted on the stand and easily accessible. Occupants must be physically capable of using the extinguishers, and must know how to operate the extinguishers.

J. Smoking is prohibited inside stands and within 25 feet of the exterior of stands. "No Smoking" signs shall be posted on the exterior front, back and sides, and interior of the stand.

K. No stand shall be located closer than 600 feet from another stand.

L. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

M. Stands shall be operated by adults, 18 years of age or older only. No fireworks shall be left unattended in a stand.

N. Every stand shall have a sign stating:

NO FIREWORKS MAY BE SOLD TO ANY PERSON UNDER THE AGE OF SIXTEEN YEARS. THE DISCHARGE OF FIREWORKS IS ONLY PERMITTED BETWEEN THE HOURS OF 12:00 P.M. (NOON) AND 12:00 A.M. (MIDNIGHT) ON JULY 4. SUMNER MUNICIPAL CODE SECTION 8.08.110.

Signs shall be 12 inches by 18 inches and shall have letters and background of contrasting colors, readily readable from at least 10 feet. Signs shall be affixed to the front of the stand and shall be visible to the public at all times the stand is open for business.

O. Overnight sleeping in a stand is prohibited.

P. Heating appliances are prohibited in stands.

Q. All fireworks shall be stored within the stand. No additional fireworks may be stored or maintained on the site.

R. All unsold fireworks, accompanying litter, and the stand shall be removed from the location by 12:00 noon on the sixth of July each year. (Ord. 2323 § 1 (part), 2010)

8.08.110 Sale and discharge of fireworks.

A. Except as permitted by this chapter and state law, it is unlawful to possess, discharge or sell at wholesale or retail any fireworks other than consumer fireworks.

B. No consumer fireworks shall be sold or offered for sale at retail within the city except from 12:00 noon on the twenty-eighth day of June to 9:00 p.m. on the fourth day of July of each year. No consumer fireworks may be sold between the hours of 11:00 p.m. and 9:00 a.m.

C. It is unlawful for a person to ignite, discharge, use or explode any consumer fireworks except between the hours of 12:00 p.m. (noon) and 12:00 a.m. (midnight) on July 4th.

D. It is unlawful for any person to discharge fireworks on the property of another without permission of the owner of such property. It is unlawful for any person to discharge fireworks in a public park unless a written permit has been obtained by park commissioners. It is unlawful for any person to discharge fireworks on city property that is not a park without the express written permission of the city council.

E. No person shall sell any consumer fireworks to a consumer or user thereof under the age of 16 years.

F. No person under the age of 16 years shall possess or discharge any fireworks unless directly supervised by an adult who is responsible for the person under the age of 16 years.

G. The transfer of fireworks ownership, whether by sale at wholesale or retail, by gift or by other means of conveyance of title, or the delivery of any fireworks to any person who does not possess a valid permit at the time of such transfer where a permit is required by this chapter, is prohibited.

H. The sale, transportation, possession, or discharge of fireworks not marked with the manufacturer's license number and State Fire Marshal's classification, as required by chapter 70.77 RCW, is prohibited.

~~I. This section shall take precedence over and shall preempt any conflicting provision of the Revised Code of Washington or the Washington Administrative Code. (Ord. 2323 § 1 (part), 2010)~~

8.08.115 Sale and use of sky lanterns and similar devices unlawful.

It is unlawful to use, discharge, launch, ignite or sell at wholesale or retail any sky lantern or similar unmanned device that requires combustible material to propel or lift it into the air. (Ord. 2493 § 2, 2014)

8.08.120 Special purchase and use permits.

A. ~~Religious organizations or~~ Private organizations or persons may purchase or use consumer fireworks on dates and at times other than that specified in SMC 8.08.110 if:

1. Purchased from a manufacturer, importer or wholesaler licensed pursuant to chapter 70.77 RCW;
2. For use on prescribed dates and locations;
3. For ~~religious or~~ a specific organized event purposes; and
4. A special event permit as prescribed in SMC 12.52 is obtained ~~from the Department of Community Development in addition to the other permits required hereunder.~~ ~~fire chief or his or her designee.~~

B. Applications for a permit required under this section shall be made in writing to the ~~Department fire chief or his or her designee~~ on forms provided for that purpose and shall be accompanied by a fee as required by resolution for each private ~~or religious~~ use of fireworks authorized by this section. The ~~local fire official fire chief or his or her designee~~ shall investigate whether the character and location of the proposed use would be hazardous or dangerous to any person or property. Based on such investigation, the ~~Department fire chief or his or her designee~~ may grant or deny such permit and may place reasonable conditions on any permit issued.

C. No permit issued pursuant to this section shall be transferable. If such permit is issued it shall be lawful only for the prescribed uses. A permit authorized by this section shall not be issued unless the applicant is over the age of 18 years. (Ord. 2323 § 1 (part), 2010)

8.08.130 Permit for public display.

A. An application to make a public display of fireworks shall be made in writing to the ~~Department fire chief or his or her designee~~ on forms provided for that purpose and shall be accompanied by a fee as required by resolution for each display. Application shall be submitted at least 60 days in advance of the proposed display.

B. ~~To be considered for a permit under this section, the applicant must demonstrate the following: (1) a surety bond in the amount of \$50,000 or a certificate of insurance evidencing liability insurance in the amount of \$1,000,000 for bodily injury coverage for each person and event and \$25,000 for property damage coverage (as required by RCW 70.77.295), (2) a general display license from the state fire marshal, (3) compliance with all applicable state standards, and (4) that the display of fireworks can be performed in a manner that is not hazardous or dangerous to any person or property.~~

~~CB.~~ The ~~fire chief or his or her designee~~ local fire official and/or the local fire authority where appropriate shall investigate whether the character and location of the display would be hazardous or dangerous to any person or property. If the local fire official determines that the display would not be hazardous or dangerous to any person or property, and if the applicant meets all the requirements of this chapter, the director of the Department has authority to grant the permit.

~~DC.~~ If the ~~fire chief or his or her designee~~ Department grants a permit for the public display of fireworks, the sale, possession and use of fireworks for the public display is lawful for that purpose only. No such permit shall be transferable. Every public display of fireworks shall be conducted or supervised by a competent and experienced pyrotechnic operator approved by the local fire official. ~~fire chief or his or her designee.~~

~~ED.~~ The person applying for a permit may appeal in writing the denial of the permit or the conditions of the permit to the ~~City Administrator~~ Director of the Department ~~fire chief~~. The appeal shall be based solely upon written information provided by the applicant and information obtained or held by the ~~fire chief~~ Director of the Department, and no hearing shall be required. The determination of the ~~City Administrator~~ Director of the Department ~~fire chief~~ of the appeal shall be final. (Ord. 2323 § 1 (part), 2010)

8.08.140 Agreement to confiscate and destroy illegal fireworks – Alternative to seizure process.

A. In lieu of the formal seizure and forfeiture process set forth in RCW 70.77.435 and 70.77.440, the city and the person possessing or selling fireworks subject to seizure may enter an agreement wherein the city agrees to confiscate and destroy the fireworks subject to seizure.

B. An agreement made pursuant to this section vests all right, title and possession in the fireworks with the local fire official ~~fire chief or his or her~~ or their designee. The fireworks may be immediately destroyed or otherwise disposed of at the discretion of the ~~fire chief~~ local fire official. ~~or his or her designee.~~ (Ord. 2323 § 1 (part), 2010)

8.08.150 Permit revocation.

Violations of any provision of chapter 70.77 RCW, this chapter, or a permit issued hereunder, or any failure or refusal on the part of the permittee to obey any rule, regulation or request of the local fire official ~~fire chief or his or her designee~~ concerning fireworks, shall be grounds for the revocation of a fireworks permit. (Ord. 2323 § 1 (part), 2010)

8.08.160 Violation – Penalty.

A. ~~Unless specifically designated in this chapter or specified in the Revised Code of Washington and adopted herein by reference as a gross misdemeanor or misdemeanor, A~~ny violation of this chapter is a Class 2 civil infraction and, upon a finding that a violation has been committed, the person committing the act shall be assessed an amount not to exceed \$125.00 plus applicable statutory assessments. Such penalty is in addition to any other remedies or penalties specifically provided by law. A person is guilty of a separate offense for each day or occurrence during which he or she commits, continues, or permits a violation of any provision of, or permit issued under, this chapter.

B. “Civil infraction” has the meaning given that term by chapter 7.80 RCW, the Infraction Rules for Courts of Limited Jurisdiction (“IRLJ”) and any local rule adopted thereto by the Sumner municipal court. (Ord. 2323 § 1 (part), 2010)

8.08.170 Severability.

If any provision of this chapter, or its application to any person or circumstance, is held invalid, the remainder of the chapter or the application of the provisions to other persons or circumstances is not affected. (Ord. 2323 § 1 (part), 2010)



SUBJECT: Ordinance No. 2780 - Amending Animal Control Sumner Municipal Code 6.04

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No 2780 Amending SMC 6.04

STAFF CONTACT: Christy Palmer, Assistant City Attorney

SUMMARY BACKGROUND:

This ordinance updates and amends SMC 6.04 relating to dangerous dog definitions and time limitations on deposit refunds for pet alterations.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety
--

MEETING/STUDY SESSION DATE: 5/19/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2780 - Amending Animal Control Sumner Municipal Code 6.04.

ORDINANCE NO. 2780
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE CHAPTER 6.04 RELATING TO THE ANIMAL CODE.

WHEREAS, to provide clarification regarding existing animal code definitions and procedures, it is necessary to update and revise Chapter 6.04 SMC; and

WHEREAS, the proposed code revisions were before the Public Safety Committee on May 19, 2021 and the Public Safety Committee gave the item a do pass.

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

Section 1. The following provisions of Chapter 6.04 SMC are hereby amended as follows:

SMC 6.04.020.

U. “Potentially dangerous dog” means any dog that without provocation: (1) inflicts bite(s) on a human, domestic animal, or livestock either on public or private property; or (2) chases or approaches a person upon the streets, sidewalks, or any public grounds or private property in a menacing fashion or apparent attitude of attack; or (3) any dog with a known propensity, tendency, or disposition to attack unprovoked or to cause injury or otherwise to threaten the safety of humans, domestic animals, or livestock on any public or private property.

SMC 6.04.220.

B. Refund. The deposit shall be refunded upon a showing of proof of alteration and microchipping from a licensed veterinarian. If there is no proof of alteration and microchipping within one year from date of deposit, Metro will retain the deposit.

Section 3. Severability. All sections in this ordinance are hereby deemed severable. Any section found invalid or unconstitutional by a court of law with jurisdiction shall not be deemed to invalidate or find unconstitutional other sections in this ordinance.

Section 4. Corrections. The City Clerk or City Attorney are authorized to make necessary

corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Passed and approved by City Council of the City of Sumner at regularly scheduled open public meeting on the 7th day of June 2021.

William Pugh
Mayor

Approved as to form:

Attest:

Andrea Marquez
City Attorney

Michelle Converse
City Clerk

Published:

Effective:



SUBJECT: Ordinance No. 2781 - Amending Animal Control Code Sumner Municipal Code 6.10

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2781 - Amending SMC 6.10

STAFF CONTACT: Christy Palmer, Assistant City Attorney

SUMMARY BACKGROUND:

This ordinance updates and amends SCM 6.10 relating to dangerous dogs relocating into the City of Sumner and also creates the opportunity to have that designation vacated.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety MEETING/STUDY SESSION DATE: 5/19/2021 COMMITTEE RECOMMENDATION: Committee Do-Pass
--

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No 2781 - Amending Sumner Municipal Code 6.10 - Animal Control Code.

ORDINANCE NO. 2781
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE CHAPTER 6.10 RELATING TO DANGEROUS AND POTENTIALLY DANGEROUS DOGS.

WHEREAS, in 2019, the City substantially updated the procedure for declaring a dog dangerous and potentially dangerous. Since the time of that update, the City has identified the need for additional revisions to clarify existing code requirements and to ensure consistency among the various code provisions; and

WHEREAS, the proposed code revisions were before the Public Safety Committee on May 19, 2021 and the Public Safety Committee gave the item a do pass.

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

Section 1. SMC Chapter 6.10 is hereby amended pursuant to Exhibit A, which is attached hereto and incorporated herein.

Section 3. Severability. All sections in this ordinance are hereby deemed severable. Any section found invalid or unconstitutional by a court of law with jurisdiction shall not be deemed to invalidate or find unconstitutional other sections in this ordinance.

Section 4. Corrections. The City Clerk or City Attorney are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Passed and approved by City Council of the City of Sumner at regularly scheduled open public meeting on the 7th day of June, 2021.

William Pugh
Mayor

Approved as to form:

Attest:

Andrea Marquez
City Attorney

Michelle Converse
City Clerk

EXHIBIT A

6.10.095 Potentially dangerous or dangerous dogs temporarily located within this jurisdiction.

Any dog that is declared dangerous or potentially dangerous by another jurisdiction shall, at all times that the dog is located within the city, comply with the confinement restrictions imposed by SMC 6.10.080, regardless of whether the dog resides in the city.

6.10.100 Relocating a potentially dangerous or dangerous dog from another jurisdiction.

Upon relocation to this city, any dog that is declared dangerous or potentially dangerous by another jurisdiction shall comply with all dangerous or potentially dangerous dog obligations imposed by this Chapter as follows: (1) upon relocation to this city, the owner shall immediately comply with the confinement restrictions in SMC 6.10.080 and the notification requirements of SMC 6.10.090, and (2) within fifteen working days, the owner shall obtain a dangerous or potentially dangerous dog permit from Metro. For purposes of this provision, a dog shall be considered to have relocated to this city when either: (1) the owner of the dog resides within the city, or (2) the dog has been physically present or kept in the city for more than fifteen days. A dog shall be considered “kept in the city” for any particular day even when the dog is taken out of the city for a day trip or errand.

6.10.110 Vacating a dangerous or potentially dangerous dog declaration.

A. Dogs Declared Dangerous or Potentially Dangerous by Metro. Three years after a dog has been declared potentially dangerous or dangerous, the owner may request that Metro vacate the declaration by serving such a request to Metro along with the applicable fee charged by the city in which the dog resides or is kept. A vacancy shall not be considered unless the dog has been in compliance and has no violations of the restrictions and permitting requirements imposed as a result of the declaration for a minimum of three years. Upon receipt of a request to vacate a declaration, Metro shall provide the request to the Director for consideration. The Director may vacate the declaration if it determines that the declaration is no longer appropriate as a result of a change in the dog’s behavior due to age, health, training, and/or other factors. It is the owner’s burden to provide information to Metro in support of vacating the declaration. There shall be no appeal from Metro’s decision in response to a request to vacate a declaration. (Ord. 2676 § 1 (part), 2019)

B. Dogs Declared Dangerous or Potentially Dangerous by Another Jurisdiction. For any dog that has been declared potentially dangerous or dangerous by another jurisdiction, three years after the dog has resided within the city, the owner may request that Metro waive the permit requirement and confinement restrictions by serving such a request to Metro along with the applicable fee charged by the city in which the dog resides or is kept. A waiver shall not be considered unless the dog has been in compliance and has no violations of the restrictions and permitting requirements imposed as a result of the declaration for a minimum of three years. Metro may waive any such dangerous dog or potentially dangerous dog restrictions or requirements if it determines that such restrictions or requirements are

no longer appropriate as a result of a change in the dog's behavior due to age, health, training, and/or other factors. It is the owner's burden to provide information to Metro in support of waiving the restrictions and requirements. There shall be no appeal from Metro's decision in response to a waiver request under this section.

6.10.120 Violations.

A. Criminal Penalties. It shall be unlawful for any person owning or harboring or having care of a potentially dangerous dog or dangerous dog to allow or permit such dog to be in violation of SMC 6.10.040(A) (permitting for potentially dangerous dogs), 6.10.070(A) (permitting for dangerous dogs), 6.10.080 (confinement), 6.10.090(B) (notification), and 6.10.100 (relocating). Any such person found to be in violation of these provisions shall, upon conviction thereof, be found guilty of a gross misdemeanor punishable by imprisonment in jail of no more than 364 days or by fine of not more than \$5,000, or both.

In addition and upon conviction, the court may order the seizure, impoundment, and/or forfeiture of any dog which is the subject of the criminal proceedings. Furthermore, any potentially dangerous or dangerous dog which attacks a human being, domestic animal, or livestock may be ordered destroyed when, in the court's judgment, such dog represents a continuing threat of serious harm to human beings or domestic animals. The court shall order any person convicted under this section to pay all costs of confinement, control, and/or destruction, including any necessary veterinary fees and the daily boarding fee outlined in SMC 6.04.030(B).

B. When Metro determines that a dog is in violation of any provision of this chapter, Metro is authorized to immediately seize and impound such dog. If, after notification to the owner regarding the violation, the owner fails to correct the violation within 15 days, Metro is authorized to destroy the dog.

Metro is authorized, but not required, to grant the owner an extension of time to correct the violation before destruction of the dog. The owner shall pay all costs of confinement and control, including any necessary veterinary fees and the daily boarding fee outlined in SMC 6.04.030(B), and all costs for the destruction of the dog. All costs must be paid before the dog may be redeemed by the owner.

C. In addition to the provisions of subsection (B) of this section, while an appeal is pending, Metro is authorized to immediately seize and impound the dog for the remainder of the appeal process when Metro determines that the dog is in violation of SMC 6.10.080 (confinement) or that the dog has inflicted a bite upon another animal or person. The owner shall pay all costs of confinement and control, including any necessary veterinary fees and the daily boarding fee outlined in SMC 6.04.030(B). All costs must be paid before the dog may be redeemed by the owner. (Ord. 2676 § 1 (part), 2019)

D. It shall be a class 1 civil infraction, punishable by a fine not to exceed \$250.00 plus statutory assessments, for any person owning or harboring or having care of a potentially dangerous dog or dangerous dog to allow or permit such dog to be in violation of SMC 6.10.095.

SUBJECT: Resolution No. 1585 - Qunell Park Land Donation

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1585 Qunell Park
2. Signed Quit Claim Deed 6.1.21

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

The 2018 Parks & Trail Plan identified areas of Sumner that were underserved with our park and trail network. We then identified developable lands that could fill these needs. Shortly after adopting the plan the City reached out to several of those land owners to discuss the possibility of selling their land to the City. We recently communicated with the Qunell family who offered to donate a parcel to the City with the understanding that the property will become a park named after the the Qunell family for the benefit of the community. The City looks forward to the design and development of the property and expansion of the City's park system.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee

MEETING/STUDY SESSION DATE: 5/26/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to approve Resolution No. 1585 accepting the donation of Parcel 0420251153 from the Qunell family and authorizing the Mayor to execute any and all documents necessary to finalize the donation.

**RESOLUTION NO. 1585
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING THE DONATION OF PARCEL 0420251153, XXX 72ND ST E, SUMNER, WA 98390 AS LAND DONATED FOR FUTURE PARK PURPOSES FROM THE QUNELL FAMILY.

WHEREAS, the 2018 Parks & Trail Plan updated identified areas of the City that were underserved with land available to fill that need; and

WHEREAS, in May of 2021 staff shared the vision of building a park in the Rivergrove area with the Qunell family; and

WHEREAS, the Qunell family thereafter offered to donate the land for a future park for the residents of the Rivergrove area and overall community; and

WHEREAS, the park will be named after the Qunell family along with a placard noting the donation from David and Janell Qunell; and

WHEREAS, SMC 3.54 requires Council authorization to accept this donation and state law requires that the acquisition of all real property be approved by the City Council.

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

Section 1. Acceptance of Donation for Park Purposes. Pursuant to SMC 3.54, the City Council hereby accepts the donation of Parcel No. 0420251153 from the Qunell family and authorizes the Mayor to execute the deed or any and all documents necessary to perfect the acquisition.

Section 2. Naming Rights. The City Council agrees to name the future park after the donor family to honor the Qunell family's long-standing contributions to the City of Sumner.

Section 3. Commemorative placard. Subject to future budget appropriations, the City Council hereby directs staff to design, purchase and install a commemorative placard or similarly intentioned permanent symbol at the future park location to honor the donor family.

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

Section 5. Effective Date. This Resolution shall take effect and be in force immediately upon passage.

ADOPTED AND APPROVED this 7th day of June, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

RETURN TO:
City of Sumner
1104 Maple Street, Suite 260
Sumner WA 98390-1423

QUIT CLAIM DEED

TYPE OF DOCUMENT:	Quit Claim Deed
GRANTOR(S):	Janell A Qunell, Trustee
GRANTEE:	City of Sumner, a Washington Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A' of this document
ABBREVIATED LEGAL DESCRIPTION:	Section 25 Township 20 Range 04 Quarter 13
ASSESSOR TAXPARCEL I.D. NUMBER:	0420251153
SITE ADDRESS:	XXX 72 nd St. E. Sumner, WA 98390

Janell A. Qunell, Trustee of the Qunell Family Trust dated July 12, 2013, an irrevocable sub trust of the David E. Jr. and Janell A. Qunell Trust, as Grantor, for and in consideration of ten dollars and other good and sufficient consideration, including mutual benefits hereby conveys to the City of Sumner, a Washington municipal corporation, as Grantee, the real property located in the County of Pierce, State of Washington, as more specifically described on the attached EXHIBIT "A" to this Quit-Claim Deed, together with any and all after-acquired title of the Grantor therein. Exhibit A shall be incorporated herein as if fully set forth.

DATED this 27 day of May, 2021.

GRANTOR


Janell A. Qunell, Trustee

[Notary Block Follows]

STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Janell A. Qunell is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged that she is the Trustee of the Qunell Family Trust dated July 12, 2013, an irrevocable sub trust off the David E. Jr. and Janell A. Qunell Trust, and that this instrument was signed as a free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 27 day of May, 2021.

HYON OK Kim

Printed Name:

HYON OK Kim

NOTARY PUBLIC in

and for the State

Washington, residing at

Tacoma

My Commission Expires: May 14, 2025



EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at a point of 1429.56 feet North of Southwest corner of A.H. Woolery Donation Land Claim in Section 25, Township 20 North, Range 04 East, of W.M., Thence North 68° West 396 feet; Thence South 109.50 feet; Thence South 51°07'30" West 475 feet more or less to Westerly line of a 20 foot road, known as HART ROAD (Robinson Road) and point of beginning; Thence South 29°30' East to intersect South line of Northeast Quarter of Section; Thence West on said South line to a point extending South of most Westerly line of said 20 foot road; Thence North to Southwesterly line of said road; Thence Southeasterly along said Southwesterly line to a point of beginning. Situate in the City of Sumner, County of Pierce, State of Washington.

Subject to: any rights, restrictions, reservations, easements, conditions, and covenants of record.

Power and authority are hereby conferred upon trustee to protect, conserve, sell, lease, encumber and otherwise to manage and to dispose of the above-described property.

SUBJECT: Ordinance No. 2778 - Code Clean Up re: East Pierce Fire & Rescue
References

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. EPFR Ordinance with Exhibit A

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

Many provisions of the Sumner Municipal Code refer to East Pierce Fire and Rescue and grant a variety of obligations or authorities to EPFR representatives. The City's interlocal agreement with EPFR has been substantially modified to remove EPFR from the majority of the permitting and review process to better reflect the City's and EPFR's operational needs. In addition, there are old EPFR references in other less common provisions of the code that are either outdated or were never followed, so clean up is necessary. This ordinance removes EPFR from the City administrative functions that no longer require the involvement of EPFR representatives, and updates the authorities accordingly.

COUNCIL COMMITTEE/STUDY SESSION: CD Committee

MEETING/STUDY SESSION DATE: 5/26/2021

COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:

Move to approve Ordinance 2778 removing outdated and unnecessary references to East Pierce Fire and Rescue from numerous provisions of the Sumner Municipal Code consistent with the amended Interlocal Agreement between EPFR and the City.

ORDINANCE NO. 2778
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE CHAPTERS 2.76, 5.04, 9.04, 10.68, 15.06, 15.24, 15.28, 18.18, AND 18.42 TO REPLACE CERTAIN REFERENCES TO EAST PIERCE FIRE AND RESCUE, THE FIRE CHIEF, AND/OR FIRE DEPARTMENT, WITH REFERENCES TO THE CITY OF SUMNER'S NEW FIRE CODE OFFICIAL.

WHEREAS, for many years prior to this ordinance, the City of Sumner and East Pierce Fire and Rescue ("EPFR") have partnered through an interlocal agreement by which EPFR provides certain fire-related services to the City of Sumner, including having substantial involvement in the inspection and permitting of fireworks; and

WHEREAS, the City of Sumner and EPFR have recently amended the interlocal agreement between the parties such that the City of Sumner will now perform certain services historically performed by EPFR, including but not limited to fire inspection and fire review services;

WHEREAS, as a result of amendments to the interlocal agreement, several provisions of the Sumner Municipal Code require updating in order to reflect the changed roles and obligations between the parties; and

WHEREAS, the proposed code revisions were before the Community Development Committee on May 26, 2021 and the Committee gave the item a do pass.

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

Section 1. Chapters 2.76, 5.04, 9.04, 10.68, 15.06, 15.24, 15.28, 18.18 and 18.42 of the Sumner Municipal Code are hereby amended in accordance with Exhibit A, which is attached and incorporated by reference.

Section 2. Severability. All sections in this ordinance are hereby deemed severable. Any section found invalid or unconstitutional by a court of law with jurisdiction shall not be deemed to invalidate or find unconstitutional other sections in this ordinance.

Section 3. Corrections. The City Clerk or City Attorney are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Passed and approved by City Council of the City of Sumner at regularly scheduled open public meeting on the 7th day of June, 2021.

William Pugh
Mayor

Approved as to form:

Attest:

Andrea Marquez
City Attorney

Michelle Converse
City Clerk

Published:

Effective:

EXHIBIT A

2.76.030 Definitions.

B. "Director" means the director of emergency management for the city. ~~The fire chief of Pierce County Fire Protection District No. 22 (DBA East Pierce Fire and Rescue) is the director of emergency management for the city.~~

2.76.040 Emergency management plan.

The emergency plan prepared by the ~~Director, or their designee, fire chief of Pierce County Fire Protection District No. 22 (DBA East Pierce Fire and Rescue)~~ and promulgated by the mayor, and adopted by the city council shall be the official emergency management plan of the city. ~~The City shall provide a copy of the emergency plan to East Pierce Fire & Rescue. The fire chief of Pierce County Fire Protection District No. 22 (DBA East Pierce Fire and Rescue) shall file a copy of said plan in the office of the city clerk and distribute copies to appropriate city agencies. (Ord. 2200 § 3, 2007; Ord. 2036 § 1 (part), 2003; Ord. 1593 § 4, 1993)~~

5.04.050 Application and renewal.

A. Application for a business license or renewal thereof shall be made by filing a master application and city addendum form through the State Department of Revenue Business Licensing Service, in coordination with the director, giving such information as is deemed reasonably necessary to enable the enforcement of this chapter. Persons applying for a license must pay a fee as established by the city council and the Business Licensing Service's handling fee.

B. The director shall, when appropriate, refer applications to the community development department, the police department, ~~East Pierce fire department~~, or other governmental agencies for their review.

C. The filing of an application for a license, or the renewal thereof, or the payment of any application or renewal fee, shall not authorize a person to engage in or conduct a business until such license has been granted or renewed.

D. A licensee must report a change of location of the business to the Business Licensing Service, in coordination with the director. A change of the location of a business requires approval by the city before business may commence at the new location, and may require submitting a new master application and payment of fees.

E. License renewals are handled by the Business Licensing Service in coordination with the city. Renewal of the city license requires payment of fees including handling fees. The city is authorized but not required to mail forms for applications for licenses, but failure of the person or business owner to receive any such forms shall not excuse the person or business owner from making application for and securing the license required and payment of the license fee. (Ord. 2657 § 4, 2018; Ord. 2470 § 3 (part), 2014; Ord. 2225 § 1 (part), 2007)

5.04.100 Inspections – Right of entry.

The director, or ~~their designee, an authorized representative of the city or East Pierce fire district~~, is authorized, as allowed by law, to make inspections of any licensed premises during normal hours of operation of said business and take action as may be required to enforce the provisions of the Sumner Municipal Code. (Ord. 2225 § 1 (part), 2007)

9.04.010 Definitions.

As used in this chapter:

A. "Principal" means every person concerned in the commission of a misdemeanor in violation of any city ordinance, whether he directly commits the act constituting the offense or aids or abets; and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit a misdemeanor. Principals shall be proceeded against and punished as such. The fact that the person aided, abetted, counseled, encouraged, hired, commanded, induced or procured, could not or did not entertain a criminal intent shall not be a defense to any person aiding, abetting, counselling, encouraging, hiring, commanding, inducing or procuring him.

~~B. “Public officer” means police officers, fire chief, building officer and city engineer or their duly authorized deputies, or the mayor when performing the official duties of any of those officers. (Ord. 1300 §§ 1, 2, 1985)~~

10.68.020 Impoundment – Without prior notice.

A. A vehicle may be impounded without prior notice to its owner as required in Section 10.68.030 of this chapter under the following circumstances:

1. When the vehicle is impeding or is likely to impede the normal flow of vehicle or pedestrian traffic; or
2. When the vehicle is illegally parked in a truck, bus, loading, taxi or other similar zone where, ~~by order of the city engineer or chief of police or fire chief,~~ parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days or at all times, and where such vehicle is interfering with the proper and intended use of such zone;

[...]

15.06.015 Definitions.

E. “Code enforcement officer” means the city’s code enforcement officers; building officials; building inspectors; construction inspectors; ~~the fire chief, or his or her designee; fire inspectors;~~ the public works director, or his or her designee; the police chief or his or her designee, or any other person or persons assigned or directed by the mayor, or his or her designee, to enforce the regulations subject to the enforcement and penalty provisions of this chapter.

15.24.020 Establishment and duties of the bureau of fire prevention.

A. ~~The individual or entity designated by the City Administrator as the fire code official, as defined in SMC 15.24.030(C), has the authority to enforce t~~The 2012 International Fire Code as adopted, ~~and amended herein shall be enforced by the bureau of fire prevention of East Pierce Fire and Rescue which is hereby established and shall be operated under the supervision of the fire chief.~~

~~B. The chief in charge of the bureau of fire prevention shall be appointed by the fire chief. (Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)~~

15.24.030 Definitions.

As used in the 2012 International Fire Code:

A. “Corporation counsel” means the city attorney.

B. “Fire chief” means the fire code official as defined in SMC 15.24.030(c). ~~fire chief of East Pierce Fire and Rescue or his/her designee.~~

C. “Fire code official” means the individual or entity designated by the City Administrator to enforce, interpret, review, and make inspections related to the International Fire Code, as adopted and amended by the City of Sumner.

~~D~~C. “Jurisdiction” means within the city limits of the city of Sumner.

~~E~~D. “Municipality” means the city of Sumner. (Ord. 2452 § 1 (part), 2013; Ord. 2328 § 1 (part), 2010)

15.24.090 Appeals.

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

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

15.28.010 Definitions.

For the purposes of this chapter, the following words, terms, phrases, and their derivations shall have the meanings given in this section unless the context otherwise indicates. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory.

~~A. “Approving authority” means the chief of Pierce County Fire Protection District No. 22 (DBA East Pierce Fire and Rescue), or his appointee.~~

~~AB.~~ “AWWA” means the American Water Works Association.

~~BC.~~ “Board of appeals” means the city council.

~~CD.~~ “City of Tacoma steamer thread” means a thread conforming to the following specifications: thread outside diameter finished with 0.020 inches cut off the top shall be 5.09 inches; diameter at the root of the thread with 0.020 inches left in the valley shall be 4.74 inches; there shall be four threads per inch and the thread pattern shall be modified 60 degrees “V” thread; the total length of the threaded male nipple shall be one and one-eighth inches.

~~E. “Fire department” means Pierce County Fire Protection District No. 22 (DBA East Pierce Fire and Rescue).~~

~~DF.~~ “Fire flow” means the measure of the sustained flow of available water for firefighting at a specific building or within a specific area at 20 pounds per square inch residual pressure.

~~EG. “Fire marshal” means the Fire code official shall have the same meaning as defined in SMC 15.24.030(c).fire chief or his appointee.~~

~~FH.~~ “IBC” means the International Building Code as adopted, including amendments, by the city of Sumner.

~~GI.~~ “Private hydrant” means a fire hydrant situated and maintained to provide water for firefighting purposes with restrictions as to use. The location may be such that it is not readily accessible for immediate use by the fire authority providing firefighting services for other than certain private property.

~~HJ.~~ “Public hydrant” means a fire hydrant situated and maintained to provide water for firefighting purposes without restriction as to use for that purpose. Public fire hydrants shall be normally placed on public rights-of-way. The location is such that it is accessible for immediate use of the fire authority providing firefighting services at all times.

~~IK.~~ “UL” means Underwriters’ Laboratories, Inc.

~~JL.~~ “Water authority” means the city public works department or any other entity legally distributing water to fire hydrants within the city. (Ord. 2357 § 1 (part), 2011: Ord. 2200 § 14, 2007; Ord. 1155 § 1, 1981)

15.28.020 Hydrants required.

All buildings constructed within the city shall be served by fire hydrants installed in accordance with the requirements of this chapter. In addition, currently existing fire hydrants which do not conform with the requirements and standards of this chapter, when replaced, shall be replaced with fire hydrants which do conform to the standards and requirements of this chapter. All fire hydrants shall be served by the water department or an entity legally distributing water within the city. All fire hydrants shall be subject to testing, inspection and approval by the fire ~~code official~~department. (Ord. 2357 § 1 (part), 2011: Ord. 1155 § 2, 1981)

15.28.030 Fire flow requirements.

A. All new water mains installed within the city shall conform to the minimum sizing as established by the current comprehensive water plan of the appropriate water authority.

B. All costs for extension and/or upgrading of mains and all valves and fire hydrants required by this chapter shall be borne by the developer. Such costs may be subject to latecomer charges as provided for in chapter 13.40 SMC.

C. All buildings shall have fire hydrants supplied by a water distribution system capable of delivering fire flows determined by the fire ~~code official~~~~marshal~~, based upon criteria set forth in the IFC as adopted by chapter 15.24 SMC, over and above average maximum demands at the farthest point of the system. (Ord. 2357 § 1 (part), 2011: Ord. 1155 § 3, 1981)

15.28.040 Engineering and materials.

Hydrant engineering and materials shall conform to the Sumner Development Specifications and Standard Details and the direction of the ~~fire code official~~~~fire marshal~~. The installation of all fire hydrants shall be in accordance with sound engineering practices. (Ord. 2357 § 1 (part), 2011: Ord. 1155 § 5 (part), (1 – 10), 1981. Formerly 15.28.050)

15.28.050 Location and spacing.

Fire hydrants shall be located and spaced as specified in the Sumner Development Specifications and Standard Details and as directed by the ~~fire marshal~~~~fire code official~~. (Ord. 2357 § 1 (part), 2011: Ord. 1155 § 5 (part), (11 – 16), 1981. Formerly 15.28.060)

15.28.060 Buildings set back from street.

All buildings constructed after the effective date of the ordinance codified in this chapter, other than single-family dwellings, which are located such that any portion is more than 150 feet in vehicular travel from a street property line shall provide fire hydrants connected to a water system capable of supplying the fire flow required by the fire ~~code official~~~~marshal~~ and all other requirements of this section.

A. The fire ~~code official~~ ~~marshal~~ may allow all required fire hydrants to be installed on one side of a building where the required fire flow is less than 2,500 gallons per minute.

B. When the required fire flow is over 2,500 gallons per minute, the fire hydrants shall be served by a main which loops around the building or complex of buildings and reconnects back into a distribution supply main, and the fire hydrants shall be located as designated by the fire marshal.

C. The number of fire hydrants shall be determined on an average spacing of 330 feet computed on an imaginary line parallel to and not less than 50 feet from the structure. All fire hydrants are to be accessible to fire ~~authority~~~~department~~ pumpers over paved roads capable of supporting such fire apparatus. The fire ~~code official~~~~marshal~~ shall determine the location of the fire hydrants based upon a determination of utility, topography and building location. Fire hydrants shall be a minimum of 50 feet away from the building or structure. On written request minor deviations may be granted by the fire ~~code official~~~~marshal~~. (Ord. 2357 § 1 (part), 2011: Ord. 1155 § 6, 1981. Formerly 15.28.080)

15.28.100 Appeals.

A. Decisions or orders of the fire ~~code official~~~~marshal~~ made pursuant to the authority in this chapter may be appealed to the board of appeals by an aggrieved party. A written notice of appeal shall be filed with the clerk-treasurer within 15 days of the date of the decision. Such notice shall clearly state the date of the decision from which the appeal is taken; the nature of the decision; and the manner in which the appellant is aggrieved. The notice shall be subscribed and sworn to by the appellant.

B. Upon receipt of such appeal, the board of appeals shall consider the same and within 60 days of the date of filing shall issue an order either affirming the decision, reversing the decision or remanding the decision for further consideration in light of specific facts found by the board of appeals, which facts were previously unknown to the fire ~~code official~~~~marshal~~.

C. All issues which are on appeal shall be stayed until a final decision has been made by the board of appeals. No plat shall be approved, no building permit shall be issued and development and construction shall cease during the appeal period, unless such is authorized by the board of appeals. (Ord. 2357 § 1 (part), 2011: Ord. 1155 § 9, 1981. Formerly 15.28.120)

18.18.060 Performance standards.

The following special requirements and performance standards shall apply to properties located in the manufacturing districts:

L. Hazardous Materials. All users of hazardous materials shall notify the fire code official, as designated by the City Administrator, the police chief, and city fire chief and public works director of the type and quantity of such materials generally on the premises. No hazardous waste materials shall be disposed of on any M-1 or M-2 zoned property.

18.42.030 Design and construction standards.

Any required off-street parking and loading facilities shall be developed in accordance with the following standards:

[...]

D. Surface.

1. The surface of all vehicular travel ways, off-street parking areas, outdoor storage areas or loading facilities shall be paved with asphalt or concrete and shall be graded and drained as to dispose of all surface water, but in no case across sidewalks. Specified storage areas for tracked vehicles may remain pervious, provided all other access areas are paved. An administrative waiver of the requirement to pave emergency vehicle accessways may be granted by the director if the following criteria are met:

a. The emergency vehicle accessway will be gated or otherwise physically restricted from general nonemergency vehicles. Signs are to be posted indicating emergency access only.

b. The emergency vehicle access will be improved by grass/crete.

c. The proposal for grass/crete instead of pavement is considered adequate by the fire code official, as designated by the City Administrator. ~~Sumner fire chief or his/her designee.~~

2. All traffic-control devices, such as parking stripes designating car stalls, directional arrows or signs, rails, curbs and other developments shall be installed and completed as shown on the approved plans.

3. Paved parking areas shall use paint or similar devices to delineate car stalls and direction of traffic.

4. Where pedestrian walks are used in parking lots for the use of foot traffic only, they shall be curbed or raised six inches above the lot surface.

5. Wheel stops shall be required on the periphery of parking lots so cars will not protrude into the public right-of-way, or off the parking lot or strike buildings.

SUBJECT: 2021-2022 Collective Bargaining 2021-2022 Collective Bargaining Agreement with the Police Guild Support Services

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 2021-2022 Police Support Collective Bargaining Agreement

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City of Sumner has concluded negotiations with the Police Guild representing Special Commissioned and Non-Commissioned employees for a two year Collective Bargaining Agreement (CBA) for the period of 2021 and 2022. We are pleased with the cooperation and working relationship we have with the Support Guild and thank them for their efforts in working towards this agreement. Their membership ratified the proposed CBA in May.

The Support Guild includes represented employees at Metro Animal Services as well as the Records Specialists and the Community Service Officer at City Hall. This CBA incorporates a significant amount of language clean up and includes sections on new laws such as the Washington Paid Family and Medical Leave Program. The CBA also creates a vacation accrual cap for new employees and provides for Field Training Officer (FTO) pay. The agreement falls within budgeted salary and benefit projections while still staying competitive within the local labor market.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute the two year (2021-2022) Collective Bargaining Agreement with the Police Guild representing Special Commissioned and Non-Commissioned Employees, substantially in the form as approved by the City Attorney.

JUNE 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5
	4:00 PM Public Works Committee (Virtual)	5:30PM Finance Committee (Virtual)	6:00PM Planning Commission (Virtual)		
7	8	9	10	11	12
6:00PM Regular Council Meeting (Virtual)		CANCELLED 6:30PM Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
14	15	16	17	18	19
6:00PM Study Session (Virtual)		5:00PM Public Safety (Virtual)			
21	22	23	24	25	26
6:00PM Regular Council Meeting (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Arts Commission (Virtual)		
28	29	30			
6:00PM Study Session (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

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